



Sussex County Council Public/Media Packet

**MEETING:
October 2, 2018**

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**Sussex County Council
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MICHAEL H. VINCENT, PRESIDENT
GEORGE B. COLE, VICE PRESIDENT
ROBERT B. ARLETT
IRWIN G. BURTON III
SAMUEL R. WILSON JR.



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ROBIN GRIFFITH
CLERK

Sussex County Council

AGENDA

OCTOBER 2, 2018

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

1. Wastewater Agreement No. 1084
Sussex County Project No. 81-04
Salt Aire
Cedar Neck Expansion of the Bethany Beach Sanitary Sewer District
2. Wastewater Agreement No. 476-5
Sussex County Project No. 81-04
Windmill Woods – Phase 4
Millville Expansion of the Bethany Beach Sanitary Sewer District

Gina Jennings, Finance Director

1. Proposed Resolution – *Sussex Goes Purple*
2. Administrator's Report



Hans Medlarz, County Engineer

1. Whitman, Requardt & Associates – North Coastal Planning Area Base Contract
 - A. Amendment 14 – Herring Creek Sanitary Sewer District Pump Stations, Force Main, and Gravity Sewers Final Design
2. South Coastal Regional Wastewater Facility (SCRWF)
 - A. Amendment No. 15 under GHD, Inc. Base Contract
Design of Force Main Canal Crossing at the Rehoboth Beach WTF

John Ashman, Director of Utility Planning

1. Proposed Resolution declaring the Ellendale Water District
2. Silverwoods – Infrastructure Use Agreement

10:30 a.m. Public Hearing

Conditional Use No. 2129 filed on behalf of Brian P. Lessard, Lessard Builders, Inc.
“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GENERAL RESIDENTIAL DISTRICT FOR MINI-STORAGE BUILDINGS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS” (lying at the southeast corner of Argos Corner Road and Coastal Highway (Route 1)) (Tax I.D. No. 230-7.00-95.00, 96.00 and 97.00) (911 Address: 22754 Argos Corner Road, Lincoln)

Councilmanic Grants

1. Chesapeake Conservancy for the Oyster House Project
2. Clothing Our Kids for the Clothe a Child Program
3. Marine Corps League for the Birthday Ball Fundraiser
4. Bridgeville Apple Scrapple Festival for festival expenses

Introduction of Proposed Zoning Ordinances

Council Members’ Comments

Adjourn

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 September 25, 2018 at 4:30 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, SEPTEMBER 25, 2018

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, September 25, 2018, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
George B. Cole	Vice President
Robert B. Arlett	Councilman
Irwin G. Burton III	Councilman
Samuel R. Wilson Jr.	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 516 18
Amend
and
Approve
Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to amend the agenda by deleting "Introduction of Proposed Zoning Ordinances" and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Minutes

The minutes of September 18, 2018 were approved by consent.

**Public
Comments**

Public Comments

Dan Kramer commented on the 2018 Comprehensive Plan.

Chuck Davidson spoke in support of increased buffer zones.

**Sussex
Goes
Purple
Campaign**

Peggy Geisler, Sussex County Health Coalition, gave a presentation on the Sussex Goes Purple Campaign. Sussex Goes Purple is a substance abuse awareness and educational program that engages the community to stand up against substance abuse. Sussex Goes Purple is an initiative from the Sussex County Health Coalition with support from Highmark and DSAMH. The Initiative also includes implementing in-school Purple Clubs and prevention programs. Ms. Geisler asked that the Council formally adopt the Sussex Goes Purple Campaign and to consider grant funding for the program.

Wastewater Agreement Mr. Lawson presented a wastewater agreement for the Council's consideration.

M 517 18 Execute Wastewater Agreement/ Peninsula Lakes A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, for Sussex County Project No. 81-04, Agreement No. 558-15, that the Sussex County Council execute a Construction Administration and Construction Inspection Agreement between Sussex County Council and Peninsula Lakes, LLC for wastewater facilities to be constructed in Peninsula Lakes – Phase 17 (Construction Record), located in the Long Neck Sanitary Sewer District.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea; Mr. Wilson, Yea; Mr. Cole, Yea; Mr. Vincent, Yea

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

1. Sussex County Property Taxes Due September 30th

A final reminder for property owners in Sussex County that September 30th is the deadline to pay annual County property tax bills. Payments can be made in person, online, by phone, or by mail. Any payments mailed must be postmarked no later than September 30th. Payments made October 1st or later will be subject to penalty.

This year's tax bills once again feature an easier-to-read format to help taxpayers better understand their bills and payment options. A number of payment options are available for the public's convenience. A tutorial explaining how to view account information and to make payments is available on the County website at <http://www.sussexcountycle.gov/pay-your-bill>.

Sussex County accepts tax payments by cash, check, money order, and debit or credit cards.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: The Woodlands of Pepper's Creek - Phase 2 (Construction Record), effective September 18th; Showfield - Phase 2A (PS&FM), effective September 18th; and Fairway Village - Phase 6, effective September 19th.

3. John "Butch" Peters

**Administrator's
Report
(continued)**

It is with sadness that we note the passing of County pensioner John "Butch" Peters on Saturday, September 15th. Mr. Peters began his career with Sussex County in August 1988 and retired from the Emergency Operations Center as a Communication Support Tech I in January 2009 with over 20 years of service. We would like to extend our condolences to the Peters family.

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

**Report/
Receipt
of PLUS
Comments/
2018 Com-
prehensive
Plan**

Janelle Cornwell, Planning and Zoning Director, reported that as part of the Comprehensive Plan process, the Plan was submitted to the State to go through the PLUS Review. Comments have been received from the State; there were a few certification items and a few items to review and consider, one of which is the Future Land Use Map and Chapter. Ms. Cornwell noted that it was a lengthy report and the majority of the comments are recommendations from State agencies. Ms. Cornwell recommended that a workshop be held with the County's Consultant, McCormick Taylor, to review and consider the State's comments and how to address the recommendations and the certification items. Council agreed to hold a workshop during the week of October 15th.

**Old
Business/
CU 2127**

Under Old Business, the Council discussed Conditional Use No. 2127 filed on behalf of Wine Worx, LLC, a request for an event venue at a farm winery. The Planning and Zoning Commission held a Public Hearing on this application on May 10, 2018 at which time action was deferred. On May 24, 2018, the Commission recommended approval for the following reasons and with the following conditions:

1. The site is a 26 acre parcel of land owned by the Applicant. It has County approval for a winery, and this is an extension of that agricultural use.
2. The Applicant intends to hold events that are connected with the primary use as a winery, such as live entertainment, craft nights, weddings, birthday parties, and similar events.
3. The site will have 54 dedicated parking spaces, plus plenty of room for overflow parking.
4. With the conditions and limitations placed upon the Conditional Use, it will not adversely affect neighboring or adjacent properties or area roadways.
5. The Applicant testified that the existing customers have been asking to use the winery for these activities. This use will serve that need in Sussex County.
6. This use promotes agricultural activities in Sussex County and is an innovative agritourism destination.
7. No parties appeared in opposition to this application.
8. This recommendation is subject to the following conditions:
 - A. All events shall end no later than 10:30 p.m. and clean up may occur after 10:30 p.m.

**Old
Business/
CU 2127
(continued)**

- B. Food and beverage service and music or similar entertainment is permitted.**
- C. As stated by the Applicant, there shall be no more than 200 people at any event.**
- D. All parking areas shall be generally shown on the Final Site Plan. No parking shall be permitted on any nearby County roads.**
- E. All entrance locations shall be subject to the review and approval of DelDOT.**
- F. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

The Council held a Public Hearing on this application on June 5, 2018 at which time action was deferred. The Council deferred action again on September 18, 2018.

**M 518 18
Amend
Conditions**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to delete Conditions A through F (recommended by the Planning and Zoning Commission) in their entirety and the following instituted in their place:

- A. Events shall be strictly limited to the front portion of the parcel commencing at Blackwater Road (County Road 384) and running approximately 1228.94 feet. No events shall be permitted in the back portion of the parcel.**
- B. Concert type events for which there is charged admission shall be limited to Fridays, Saturdays and Sundays and shall end no later than 10:30 p.m. on Fridays and Saturdays and 6:00 p.m. on Sundays.**
- C. Food and beverage service and music or similar entertainment is permitted in conjunction with permissible agritourism activities and in compliance with the Sussex County Code.**
- D. Other events such as weddings, showers, parties, and benefits may be conducted on the premises and shall end no later than 9:00 p.m. except on Fridays and Saturdays when they must end by 10:30 p.m., and Sundays when they must end by 6:00 p.m.**
- D. Certain agritourism activities such as “barn parties and farm festivals” as set forth in 9 Del. C. §306(a) are permitted.**
- E. All activities on the premises shall comply with Fire Marshal, parking capacity and general permitting requirements.**
- F. Applicant shall be required to obtain a Fire Marshal rating for the building in which the events are held. Applicant shall comply with the Fire Marshal’s determination of the maximum number of persons allowed on the premises at any given time, but, in no event shall there be more than 200 people at any event.**
- G. Parking shall be in compliance with the Sussex County Code. All parking areas shall be generally shown on the Final Site Plan. No parking shall be permitted on any nearby County roads.**
- H. All entrance locations shall be subject to the review and approval of DelDOT.**
- I. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

**M 518 18
(continued)**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 519 18
Amend
Findings/
Conditions**

A Motion was made by Mr. Cole, seconded by Arlett, that No. 8 be removed to insert “and as amended by Council” after the words Planning and Zoning Commission and that the words “six (6) conditions (A-F)” be deleted and “eight (8) conditions (A-I)” be substituted in its place.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 520 18
Adopt
Ordinance
No. 2600/
CU 2127**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2600 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EVENT VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 25.60 ACRES, MORE OR LESS” (Conditional Use No. 2127 filed on behalf of Wine Worx, LLC with the following conditions, as amended:

- A. Events shall be strictly limited to the front portion of the parcel commencing at Blackwater Road (County Road 384) and running approximately 1228.94 feet. No events shall be permitted in the back portion of the parcel.**
- B. Concert type events for which there is charged admission shall be limited to Fridays, Saturdays and Sundays and shall end no later than 10:30 p.m. on Fridays and Saturdays and 6:00 p.m. on Sundays.**
- C. Food and beverage service and music or similar entertainment is permitted in conjunction with permissible agritourism activities and in compliance with the Sussex County Code.**
- D. Other events such as weddings, showers, parties, and benefits may be conducted on the premises and shall end no later than 9:00 p.m. except on Fridays and Saturdays when they must end by 10:30 p.m., and Sundays when they must end by 6:00 p.m.**
- D. Certain agritourism activities such as “barn parties and farm festivals” as set forth in 9 Del. C. §306(a) are permitted.**
- E. All activities on the premises shall comply with Fire Marshal, parking capacity and general permitting requirements.**
- F. Applicant shall be required to obtain a Fire Marshal rating for the building in which the events are held. Applicant shall comply with the Fire Marshal’s determination of the maximum number of persons allowed on the premises at any given time, but, in no event**

**M 520 18
Adopt
Ordinance
No. 2600/
CU 2127
(continued)**

shall there be more than 200 people at any event.

- G. Parking shall be in compliance with the Sussex County Code. All parking areas shall be generally shown on the Final Site Plan. No parking shall be permitted on any nearby County roads.**
- H. All entrance locations shall be subject to the review and approval of DeIDOT.**
- I. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

Motion Adopted: 3 Yeas, 2 Nays.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Nay; Mr. Cole, Nay;
Mr. Vincent, Yea**

**Milton
Public
Library
Bulkhead
Replace-
ment
Project**

Hans Medlarz, County Engineer, presented a Balancing Change Order and requested Substantial Completion be granted for the Milton Library Bulkhead Replacement Project (Project #18-09). The Balancing Change Order, in the credit amount of \$14,451.75, is a result of finalizing quantities (work was completed at a lesser amount than authorized). Mr. Medlarz reported that the project was declared substantially complete on September 24, 2018.

**M 521 18
Approve
C/O and
Grant
Substantial
Completion/
Milton
Public
Library
Bulkhead
Replace-
ment
Project**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that Change Order No. 4 for Contract 18-09, Milton Public Library Bulkhead Replacement, be approved, decreasing the contract amount by \$14,451.75 for a new total of \$380,000.00 and that Substantial Completion be granted effective September 24, 2018 and any held retainage be released in accordance with the contract documents.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Route 54
Sewer
Expansion
Project**

Mr. Medlarz presented a Balancing Change Order and a request to grant Substantial Completion for the Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District Area, Project No. 14-10. The Balancing Change Order reduces the Contract by \$45,288.56 and is a result of finalizing quantities as well as addressing several issues (grouting sections of the existing forcemain, milling expanded sections, adding two additional days to the contract, and replacement of sections of sidewalk). Mr. Medlarz reported that the project was declared Substantially Complete on June 29, 2018.

M 522 18

A Motion was made by Mr. Arlett, seconded by Mr. Burton, based upon the recommendation of the Engineering Department, that Balancing

M 522 18
Approve
C/O and
Grant
Substantial
Completion/
Route 54
Expansion
Project
(continued)

Change Order No. 2 for Contract 14-10, Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District Area, be approved, decreasing the Contract amount by \$45,288.56 for a new total of \$2,178,273.54 and that Substantial Completion be granted effective June 29, 2018 and any held retainage be released in accordance with the contract documents.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Robinson-
ville Road
Infra-
structure
Use Agree-
ments and
Assumption
of Pro-
fessional
Engineering
Services

John Ashman, Director of Utility Planning, reported on the intent for a combined sewer infrastructure approach covering three projects proposed in the Robinsonville Road Expansion. The proposed expansion has been requested by Insight Homes for their project (Parcels 234-11.00-60.00, 64.00 & 62.03) and Solutions IPEM on behalf of their client (Bryton Simpler for Parcels 234-11.00-66.00 & 66.01). Mr. Ashman reported that several other parcels are included as part of the request to develop a contiguous boundary to the Angola Neck Area; these parcels have been contacted by the developers and have agreed to the annexation. The parcels have proposed multiple pump stations and a wish to connect to the existing forcemain installed to service the Angola Neck Area; however, the Engineering Department plans to build new infrastructure to serve the area and pay for the construction with the Use of Existing Infrastructure Agreements for the projects. Mr. Ashman reported that three (3) agreements have been executed (Bryton Simpler Farm, LLC, Insight Homes, LLC, and Double DB, LP) and funds covering the existing infrastructure contribution have been received. The improvements contributions are due within thirty (30) days after Council's approval. Each agreement is based on the pro-rata share of the equivalent dwelling units proposed for the respective project, including any additional off-site parcels required to be served by County Code. In addition, the Engineering Department requests to engage the Engineer of Record, Solutions IPEM, Inc., for the project containing the common pump station, i.e. Headwater Cove.

M 523 18
Approve
Use of
Existing and
Proposed
Infra-
structure
Agreements

A Motion was made by Mr. Arlett, seconded by Mr. Burton, based upon the recommendation of the Engineering Department, that Sussex County Council approves the three (3) separate Use of Existing and Proposed Infrastructure Agreements with Bryton Simpler Farm, LLC, Insight Homes, LLC, and Double DB, LP for a capacity catch-up contribution and improvements contribution, as presented.

Motion Adopted: 5 Yeas.

**Public
Hearing/
CU 2139**

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 A STORAGE WAREHOUSE FOR SMALL CONTRACTORS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 4.74 ACRES, MORE OR LESS” (Conditional Use No. 2139) filed on behalf of Arctec Properties, LLC.

The Planning and Zoning Commission held a Public Hearing on this application on August 23, 2018 at which time action was deferred. On September 13, 2018, the Commission recommended approval with the following conditions:

- A. The project shall be used for indoor storage purposes only. There shall not be any outside storage, including boats, RVs, or equipment within the site.**
- B. There shall be no retail sales from the property.**
- C. No vehicle repair or fueling operations shall be performed on site.**
- D. There shall be no manufacturing on the site.**
- E. All lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways.**
- F. Any dumpsters on the site are to be screened from the view of neighboring properties and roadways. The dumpster locations shall be shown on the Final Site Plan.**
- G. The Applicant shall comply with all DeIDOT requirements for entrance and roadway improvements.**
- H. The parking areas may be crusher run and there shall be an adequate area for all tenants and employees as required by Code. The parking areas shall be clearly shown on the Final Site Plan and on the site itself. In addition, any vehicles parked overnight shall be located on the west end of the block building located on the site.**
- I. One lighted sign shall be permitted. It shall not be larger than 32 square feet per side.**
- J. As required by Conditional Use No. 1693 and Ordinance No. 1918, there shall be a vegetated buffer along the northern side of the site. The buffer shall be shown on the Final Site Plan.**
- K. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated August 23 and September 13, 2018.)

Janelle Cornwell, Planning and Zoning Director, presented the application.

It was noted that an Exhibit Booklet was previously submitted by the Applicant.

**Public
Hearing/
CU 2139
(continued)**

The Council found that Mike Smith, Attorney, was present with the Applicant, Jeremy Booros (principal member of Arctec Properties LLC. Mr. Smith discussed: (1) the property which consists of 4.74 acres, the majority of which is wetlands (2) the current and proposed improvements on the site, (3) the Applicant's submittal to DelDOT and DelDOT's response, (4) the application's overlap of a prior application (Ordinance No. 1918) that has expired, (5) the conditions of the prior application and the Applicant's agreement to them, and (6) other commercial uses in the area.

In response to questions, Ms. Cornwell stated that the Applicant was not cited for a violation; that the building on the site was permitted as a personal use storage building and that the Applicant will have to work with Building Code to convert it to a commercial structure.

Andy Wright, Building Code Supervisor, was present and responded to questions regarding the conversion of the building from personal to commercial.

It was noted that DelDOT's letter referenced the wrong address (not the address for this application).

There were no public comments.

The Public Hearing and public record were closed.

**M 531 18
Add New
Condition**

A Motion was made by Mr. Burton, seconded by Mr. Cole, to add Condition L to state that "The Applicant shall immediately start action to bring the building into compliance and it shall be completed within nine months of this date. If it is not completed during this time period, then the current use must cease and the Applicant must bring the property into compliance prior to the Final Site Plan approval."

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 532 18
Adopt
Ordinance
No. 2601/
CU 2139**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to Adopt Ordinance No. 2601 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A STORAGE WAREHOUSE FOR SMALL CONTRACTORS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 4.74 ACRES, MORE OR LESS" (Conditional Use No. 2139) filed on behalf of Arctec Properties, LLC, with the following conditions, as amended:

**M 532 18
Adopt
Ordinance
No. 2601/
CU 2139
(continued)**

- A. The project shall be used for indoor storage purposes only. There shall not be any outside storage, including boats, RVs, or equipment within the site.**
- B. There shall be no retail sales from the property.**
- C. No vehicle repair or fueling operations shall be performed on site.**
- D. There shall be no manufacturing on the site.**
- E. All lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways.**
- F. Any dumpsters on the site are to be screened from the view of neighboring properties and roadways. The dumpster locations shall be shown on the Final Site Plan.**
- G. The Applicant shall comply with all DelDOT requirements for entrance and roadway improvements.**
- H. The parking areas may be crusher run and there shall be an adequate area for all tenants and employees as required by Code. The parking areas shall be clearly shown on the Final Site Plan and on the site itself. In addition, any vehicles parked overnight shall be located on the west end of the block building located on the site.**
- I. One lighted sign shall be permitted. It shall not be larger than 32 square feet per side.**
- J. As required by Conditional Use No. 1693 and Ordinance No. 1918, there shall be a vegetated buffer along the northern side of the site. The buffer shall be shown on the Final Site Plan.**
- K. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**
- L. The Applicant shall immediately start action to bring the building into compliance and it shall be completed within nine months of this date. If it is not completed during this time period, then the current use must cease and the Applicant must bring the property into compliance prior to the Final Site Plan approval.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU 2140**

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 A TRUCKING BUSINESS, LANDSCAPE AND MATERIAL STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS” (Conditional Use No. 2140) filed on behalf of Santay Trucking c/o Samuel Connors (Tax I.D. No. 230-31.00-27.00, 27.01 and 27.02) (911 Address: 14292 DuPont Blvd., Ellendale).

**Public
Hearing/
CU 2140
(continued)**

The Planning and Zoning Commission held a Public Hearing on this application on August 23, 2018 at which time action was deferred. On September 13, 2018, the Commission recommended approval with the following conditions:

- A. The use shall be limited to the type of trucking operation with landscape and material storage of the type that has occurred on the site for decades. This includes the existing structures on the site.**
- B. As stated by the Applicant, no sign was requested, so no sign is permitted.**
- C. As stated by the Applicant, no retail sales shall occur on the site.**
- D. All petroleum products, lubricants and similar fluids shall be properly stored and disposed of in accordance with all state and federal requirements.**
- E. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated August 23 and September 13, 2018.)

Janelle Cornwell, Planning and Zoning Director, presented the application.

The Council found that Larry Fifer, Attorney, was present with Sam Connors, the Applicant, and Kevin Smith of the Kerscher Group. Mr. Fifer discussed the following: (1) the use as a trucking business and for landscape and material storage, (2) the use of the property for the same purpose for the past 40 years, (3) the buildings located on the property, (4) the use consisting of three parcels, the past history of the site including the subdivision of the property in the past, and their wish to re-combine the parcels; and (5) the surrounding area.

Mr. Cole suggested a new condition to require a 20 foot buffer from the highway in the area of the existing use and if the use is expanded, a 40 foot buffer from the highway to the expanded area.

There were no public comments.

**M 533 18
Add New
Condition**

A Motion was made by Mr. Cole, seconded by Mr. Burton, to add Condition F, as follows: "If the usage is expanded beyond the current area, there shall be a 40 foot front wooded buffer."

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 534 18
Adopt
Ordinance
No. 2602/
CU 2140**

A Motion was made by Mr. Cole, seconded by Mr. Burton, to Adopt Ordinance No. 2602 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TRUCKING BUSINESS, LANDSCAPE AND MATERIAL STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS” (Conditional Use No. 2140) filed on behalf of Santay Trucking c/o Samuel Connors, with the following conditions, as amended:

- A. The use shall be limited to the type of trucking operation with landscape and material storage of the type that has occurred on the site for decades. This includes the existing structures on the site.**
- B. As stated by the Applicant, no sign was requested, so no sign is permitted.**
- C. As stated by the Applicant, no retail sales shall occur on the site.**
- D. All petroleum products, lubricants and similar fluids shall be properly stored and disposed of in accordance with all state and federal requirements.**
- E. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**
- F. If the usage is expanded beyond the current location, there shall be a 40 foot front wooded buffer.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CZ 1855**

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 C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.51 ACRES, MORE OR LESS” (Change of Zone No. 1855) filed on behalf of Kirk Salvo, KH Sussex, LLC (Tax I.D. No. 234-11.00-56.09, 56.03, and 56.02) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on August 23, 2018 at which time action was deferred. On September 13, 2018, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated August 23 and September 13, 2018.)

**Public
Hearing/
CZ 1855
(continued)**

Janelle Cornwell, Planning and Zoning Director, presented the application.

The Council found that Dennis Schrader was present with Kirk Salvo, Applicant, and Mike Riemann with Becker Morgan Group. Mr. Schrader and Mr. Reimann discussed the following: (1) the rezoning request to the C-3 zoning classification, (2) the parcels that are a part of the application – approximately 4 acres and an assemblage from 4 different owners, (3) a reference to Conditional Use No. 1881 (Ennis parcel), (4) plans for a convenience store with gasoline sales, (5) sewer and water, (6) other commercial uses in the area, (7) the convenience and benefits the proposed use will provide to the residents of the area, (8) DelDOT’s response that a Traffic Impact Study is not required, (9) DelDOT’s requirements for access to the site, (10) DelDOT’s plans to improve the intersection, (11) traffic analysis, and (12) lighting and signage.

Public comments were heard.

There were no public comments in support of the application.

Richard Raynic, Curt Smith, Eul Lee, Beth Ewell, Jerry Sideman, Jerry LaForgia, Donna Whiteside, Lionel Coven, and Jim Sherlock spoke in opposition to the application, expressing concerns and raising questions about the following: traffic and traffic patterns, timeline for planned road and intersection improvements, hazardous intersection and road conditions; clarification of a major arterial roadway, growth in the area and approved developments in the area, the proposed entrance/exit for the site, setting a precedent, no need for another convenience store, the culvert, tanker trucks and delivery trucks entering and exiting the site, criminal activity in the area, hours of operation, proposed use not compatible with the surrounding area, negative impact on home values; and the need for an Adequate Public Facilities Ordinance.

There were no additional public comments.

Ms. Cornwell reported on the receipt of an email from DelDOT on this date (during the time the Public Hearing was being held). In the letter, DelDOT requests that “Council table the decision on this zoning change request until such time that the traffic impacts in this highly sensitive area can be discussed with DelDOT”.

Mr. Schrader objected to the submittal of the email during the Public Hearing and explained his reasons for the objection.

Mr. Moore suggested that the record be held open for one or two weeks for Mr. Schrader to have an opportunity to respond to DelDOT’s letter (received on this date).

The Council discussed the deferral of action on the application to allow time for DelDOT’s email to be reviewed by the Applicant and the public.

The Public Hearing was closed.

**M 535 18
Leave
Record
Open/
CZ 1855**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to leave the public record open on Change of Zone No. 1855 for 2 weeks for anyone to submit a written comment on the DelDOT email (received on September 25, 2018) and to allow time for the Council to submit questions to DelDOT (in writing).

[It was noted that, thereafter, the record may remain open for a period of time for anyone to respond in writing to the written comments received.]

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 536 18
Defer
Action/
C/Z 1855**

A Motion was made by Mr. Burton, seconded by Mr. Arlett, to defer action on Change of Zone No. 1855.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 537 18
Adjourn**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn at 3:35 p.m.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

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

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

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

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 24, 2018

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SALT AIRE
AGREEMENT NO. 1084

DEVELOPER:

Mr. Bob Harris
Salt Air Land & Marketing Corp.
27 Atlantic Avenue
Ocean View, DE 19970

LOCATION:

NE/Sandy Cove Road

SANITARY SEWER DISTRICT:

Cedar Neck Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

19 single family lots.

SYSTEM CONNECTION CHARGES:

\$120,840.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
06/05/18

Department of Natural Resources Plan Approval
7/13/18

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25
Construction Admin and Construction Inspection Cost – \$10,131.94
Proposed Construction Cost – \$67,546.25



ENGINEERING DEPARTMENT

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 24, 2018

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
WINDMILL WOODS - PHASE 4
AGREEMENT NO. 476 - 5

DEVELOPER:

Mr. Coleman Bunting
Windmill Ventures, L.L.C.
P.O. Box 538
Bethany Beach, DE 19930

LOCATION:

County Road 352 near County Road 353

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

22 Single Family Lots.

SYSTEM CONNECTION CHARGES:

\$139,920.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/15/17

Department of Natural Resources Plan Approval
04/19/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30
Construction Admin and Construction Inspection Cost – \$18,821.20
Proposed Construction Cost – \$125,474.66



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

RESOLUTION NO. R --- 18

A RESOLUTION PLEDGING SUSSEX COUNTY COUNCIL'S SUPPORT FOR THE SUSSEX GOES PURPLE INITIATIVE

WHEREAS, opioid addiction in America, including right here in Sussex County, is a deep and destructive societal concern that touches all walks of life, regardless of economic status; and

WHEREAS, Delaware is seeing firsthand the effects of the opioid epidemic, which includes the abuse of prescription pain relievers, heroin, and synthetic opioids such as fentanyl, with 345 fatal drug overdoses in the state in 2017, 64 of which occurred in Sussex County; and

WHEREAS, in that same year, emergency responders in Sussex County administered overdose-reversing drugs more than 570 times to nearly 400 individuals; and

WHEREAS, awareness and education are the cornerstones in the fight to address what has been termed a national crisis, and the stigmas often associated with it; and

WHEREAS, the national Project Purple campaign hopes to reverse these statistics by launching local initiatives here in Delaware, under the direction of the Sussex County Health Coalition; and

WHEREAS, substance abuse and addiction are treatable and recovery is possible; and

WHEREAS, Sussex Goes Purple is aimed at bringing about awareness, education and prevention to combat the scourge that opioid addiction represents to our communities; and

WHEREAS, through community-driven efforts such as the Sussex Goes Purple, lives can be saved and meaningful change can occur in our communities, one person at a time;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council does hereby join with other local governments across the state, region, and nation in proclaiming its support for the Purple Project, declaring Sussex County as a 'Goes Purple' community, and encourages all citizens to come together in the fight against opioid addiction.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
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Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable Irwin G. Burton III
The Honorable Robert B. Arlett

FROM: Hans Medlarz, County Engineer

RE: *North Coastal Planning Area
EJCDC Agreement Amendment No.1- Final Design of the Herring Creek
SSD Pump Stations, Force Main and Gravity Sewers*

DATE: October 2, 2018

On January 24, 2014, County Council awarded a five (5) year, cost plus fixed fee type, base contract regarding engineering services for the North Coastal Planning Area to Whitman, Requardt and Associates, LLP (WRA). On November 1, 2016, the first scope of work for the EJCDC Herring Creek Sanitary Sewer District Agreement was approved, in the amount of \$102,649.00, for aerial mapping and environmental assessment issues.

On August 2, 2016, County Council approved the addition of the Herring Creek area to the Unified Sewer District. On March 20, 2017, the Finance Department filed an overall funding application for approximately \$20,500,000 with USDA/Rural Development, Rural Utility Service. Due to the size of the project USDA approached the County with a phasing plan. Phase 1 encompasses the pump stations and pressure mains in conjunction with the necessary the right-of-way acquisitions. Phase 2 provides the sewer collection system for all subdivisions off Sloan Road while Phase 3 provides the collection system for all minor and major subdivisions off Banks Road.

On June 21, 2017, the County accepted the letter of conditions and the obligating document associated with the Phase 1 in the amount of \$4,287,000 of loan and \$990,000 of grant funding. On January 30, 2018, Council approved the USDA Loan Resolution for Phase 1 and introduced the associated ordinance which was heard and approved by Council on March 13, 2018.

On June 8, 2018, the County accepted the letter of conditions and the obligating document associated with the Phase 2 in the amount of \$5,600,000 of loan and \$1,899,000 of grant



funding. On June 19, 2018 Council approved the USDA Loan Resolution for Phase 2 and introduced the associated ordinance which was heard and approved by Council on July 17, 2018.

On August 2, 2018, the County accepted the letter of conditions and the obligating document associated with the Phase 3 in the amount of \$5,601,000 of loan and \$1,900,000 of grant funding. On September 11, 2018, Council approved the USDA Loan Resolution for Phase 3 and introduced the associated ordinance authorizing the issuance of up to \$5,601,000 of general obligation bonds.

With funding for all three phases in place, the Department is now presenting a request for approval of the attached WRA Amendment No.1 to the EJCDC Base Agreement in a “not to exceed” amount of \$743,534.00 for final design of the Herring Creek Sanitary Sewer District Pump Stations, Force Main and Sewers.

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Project Order:

Owner: Sussex County

Engineer: Whitman, Requardt & Associates

Project: Herring Creek Sanitary Sewer District

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

See Attachment A – Scope of Services for details.

Project Order Summary:

Original Project Order amount:	\$ <u>102,649.00</u>
Net change for prior amendments:	\$ _____
This amendment amount:	\$ <u>743,534.00</u>
Adjusted Project Order amount:	\$ <u>846,183.00</u>

Change in time for services (days or date, as applicable): _____

The foregoing Project Order Summary is for reference only and does not alter the terms of the Agreement or the Project Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Sussex County Council

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: President, Sussex County Council

Title: _____

Date Signed: _____

Date Signed: _____

(SEAL)

PREVIOUSLY APPROVED FORM

ATTEST:

Ms. Robin Griffith
Clerk of the County



ATTACHMENT A

SCOPE OF SERVICES

HERRING CREEK SANITARY SEWER DISTRICT (HCSSD) PUMP STATIONS, FORCE MAIN, AND GRAVITY SEWERS

This attachment outlines the required Scope of Services for the Final Design of the Herring Creek **Sanitary Sewer District (HCSSD) Pump Station, Force Main, and Gravity Sewers**. This work effort includes the production of contract documents (plans and specifications) for the **Herring Sanitary Sewer District** involving the construction of five pump stations, approximately 65,000 linear feet (LF) of gravity sewer, 17,000 LF of force main as indicated in Figure 1.

This project involves the preparation of the contract documents (plans and specifications), permit forms, and easement descriptions. It is assumed that this project will be bid as two contracts. The Derivation of Man-hours and Estimated Fee for these tasks are provided in summary spreadsheets included with this document. Also included with this document is a list of drawings.

PART A: PROJECT MANAGEMENT

1. Prepare Project Management Plan for distribution to Sussex County and in-house disciplines.
2. Update Project Cost Estimates, Project Schedules, and Project Accountability Logs.
3. Attend Project Progress Meetings (Assumes Twelve (12) meetings for the Project Manager) and generate meeting minutes.
4. Attend two (2) Delaware Department of Transportation (DelDOT) Coordination meeting.
5. Attend one (1) Utility Coordination meeting to determine and verify existing utilities within the pipeline corridors.

PART B: SURVEYS

1. Flight and Processing of Aerial topography for the Study Area has already been completed. The following additional survey work will be necessary as part of this contract.

Survey Field Work:

- a. Extend horizontal and vertical controls.
- b. Perform supplemental topography for gravity sewers and force mains.
 - i. Location of storm drains, stream crossings, underground utilities, and other pertinent features in the pipeline corridors.

- ii. Establish benchmarks in construction areas.
 - iii. Stakeout boring locations (66 borings).
 - iv. Supplemental topo for the pump station sites.
 - c. Collect property evidence for plats.
- 2. Survey Office Work:
 - a. Prepare plats and descriptions for three (3) fee simple property for pump stations (2 have already been acquired)
 - b. Boundary verification for one pump station
 - c. Prepare plats and descriptions for up to thirty- two (32) utility easements.

PART C: SUBSURFACE INVESTIGATION

1. Determine boring locations. One boring will be taken at each of the proposed 5 main pumping station locations and forty-seven (47) additional borings will be taken along the pipeline alignments.
2. Write performance specifications for boring subcontractor. Solicit and review bids from three boring subcontractors and make recommendation to Sussex County for approval.
3. Administer contract with boring subcontractor and coordinate activities.
4. Review soil borings for determination of soil types, depth to ground water, dewatering suitability of soils for backfill material, and geotechnical recommendations.

PART D: FINAL DESIGN PUMP STATIONS

1. Perform preliminary hydraulics. Perform preliminary hydraulics for the pumping stations after final force main alignment has been determined.
2. Prepare 60% contract documents (plans). Plans will include preliminary electrical and mechanical layouts. Submit to Sussex County for review.
3. Incorporate Sussex County 60% review comments. Prepare 90% contract documents (plans and specifications).
4. Incorporate Sussex County 90% review comments. Prepare final contract documents.

Assumption:

All pump stations will be the County standard submersible station with no pump station superstructure with precast concrete wetwell.

PART E: FINAL DESIGN PIPELINES

1. Prepare 30% plans. Plans will include preliminary pipeline alignments. Submit to Sussex County for review.
2. Prepare 60% contract documents (plans). Plans will include gravity sewer and forcemain plan and profile. Submit to Sussex County for review.
3. Incorporate Sussex County 60% review comments. Prepare 90% contract documents (plans and specifications).
4. Incorporate Sussex County 90% review comments. Prepare final contract documents.

Assumption:

Traffic study for SR 24 will not be required as work will be performed outside of SR 24 travelway.

PART F: PERMITTING

1. Permits will be prepared for submission by the Sussex County Engineering Department. The following permit applications will be prepared:
 - a. DNREC Construction permit
 - b. Sediment and Erosion Control permit
 - c. Stormwater (SWM) Management Detailed Plan
 - d. DelDOT Construction Permits
2. Perform non-tidal wetlands delineation within pipeline corridors and on pump station sites and prepare Joint Permit Application.

Assumptions:

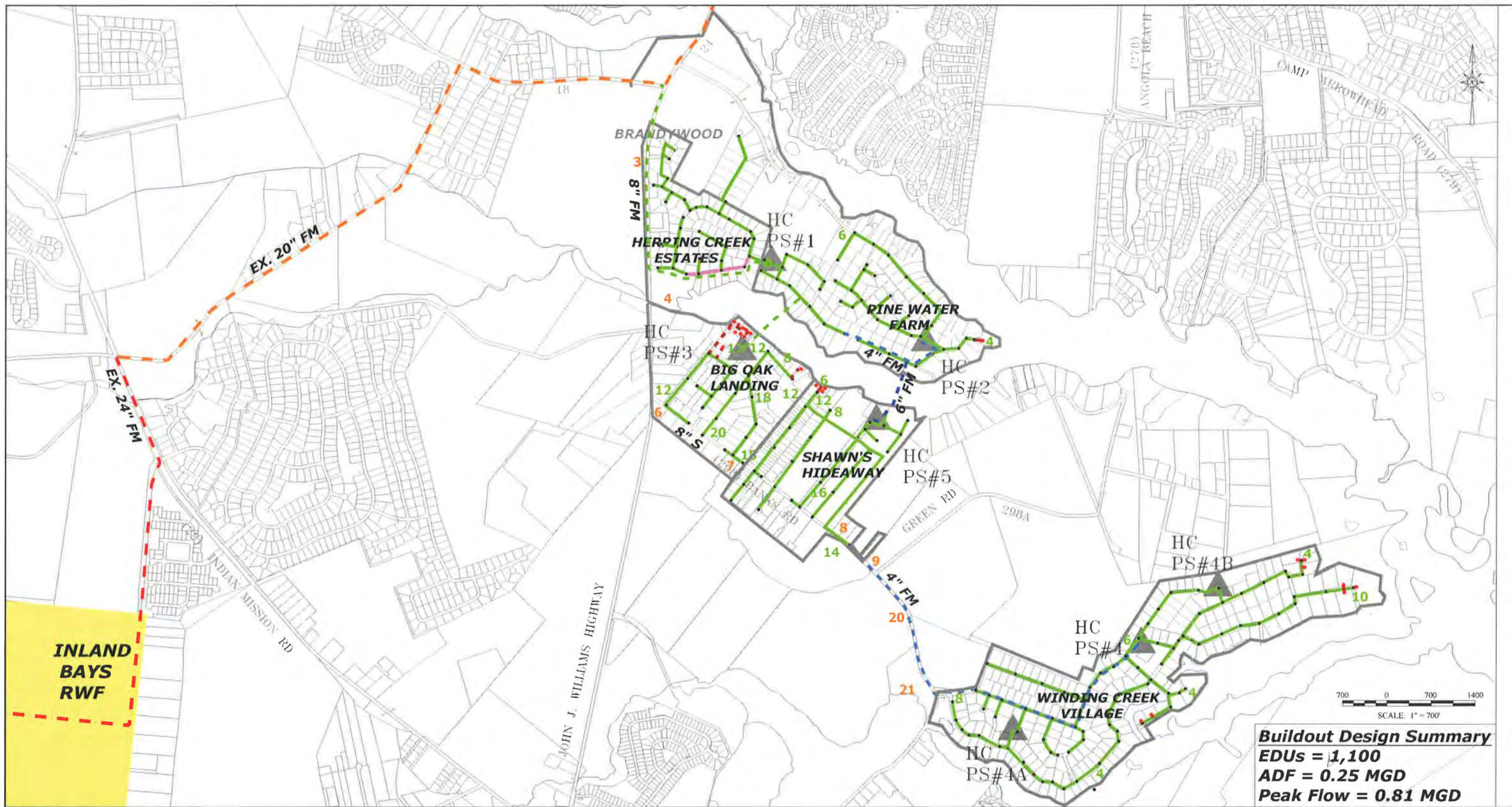
- *No threatened or endangered species impacts.*
- *All fees associated with permits to be paid for by the County.*

PART G: ADVERTISE/BIDDING SERVICES

The following items will be performed during the Advertise and Bidding Phase of each contract for the project (2 Contracts assumed):

1. Reproduce contract documents for bidding. Reproduction costs for all bidders will be included in the sale of the plans and specifications.
2. Attend pre-bid meeting.
3. Prepare Addendum based on questions from Contractors. It is assumed that only one addendum will be required per contract.

4. Maintain bidders list.
5. Review bids and make recommendations to Sussex County for award of bid.



Buildout Design Summary
EDUs = 1,100
ADF = 0.25 MGD
Peak Flow = 0.81 MGD

LEGEND

6" SEWER PIPE	2" SEWER FORCE MAIN	20" SEWER FORCE MAIN
8" SEWER PIPE	2.5" SEWER FORCE MAIN	24" SEWER FORCE MAIN
10" SEWER PIPE	4" SEWER FORCE MAIN	30" SEWER FORCE MAIN
12" SEWER PIPE	6" SEWER FORCE MAIN	GRINDER PUMP
15" SEWER PIPE	8" SEWER FORCE MAIN	MANHOLE
18" SEWER PIPE	10" SEWER FORCE MAIN	PS SERVICE BOUNDARY
20" SEWER PIPE	12" SEWER FORCE MAIN	
21" SEWER PIPE	14" SEWER FORCE MAIN	
24" SEWER PIPE	16" SEWER FORCE MAIN	
27" SEWER PIPE	18" SEWER FORCE MAIN	
30" SEWER PIPE		

- Herring Creek Study Area
- Pump Station
- Inland Bays Planning Area Boundary
- Node (From NCPA)
- Ground Elevation
- Served by CPCN (Capacity not provided in County System)
- Unserved - Capacity Provided
- Considered Subdividable/Allocated future capacity

NOTES:
 1) ADF is based on treatment values of 225 gpd EDU, while Peak Flow is peak hour peaked in accordance with Ord. #38 Standards.



JULY 2018



SUSSEX COUNTY ENGINEERING DEPARTMENT
 GEORGETOWN, DELAWARE

FIGURE
 1

		PROJECT NAME:	Herring Creek Sanitary Sewer District Pump Stations, Force mains and Gravity Sewers
TASK	Project Budget Input Form		
	SUMMARY		Total
			Dollars
Phase A - Project Management			\$22,893
Phase B - Surveys			\$155,111
Phase C - Subsurface Investigation			\$43,978
Phase D - Final Design Pump Stations			\$150,287
Phase E - Final Design Pipelines			\$306,678
Phase F - Permits			\$52,135
Phase G - Advertise-Bidding Services			\$12,453
PROJECT TOTAL			\$743,534

Estimated Subcontracts included in above project total

Borings (TBD)	\$37,000
Surveys (Adams Kemp of Georgetown, DE)	\$150,000
Environmental Services (ERI of Selbyville DE)	\$15,000
Total Subcontracted	\$202,000

PROJECT NAME: Herring Creek Sanitary Sewer District Pump Stations, Force mains and Gravity Sewers

REVISION DATE 8/23/2018 BY DJH/WFH

MANHOUR ESTIMATE AND PROPOSAL
CLIENT: Sussex County Engineering Department
PROJECT DESCRIPTION: Final Design Herring Creek Sanitary Sewer District

TASK	Partner	Civil Associate / Project Engineer	Civil Engineer	Civil Designer / CADD	Geotech. Assoc. / Proj. Engr.	Geotech. Engineer	Arch. Assoc. / Proj. Arch.	Architect	Arch. CADD	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Engineer	SCADA Designer / CADD	WR&A TOTALS
F1 b. Prepare and Submit Sediment and Erosion Control Permit		4	12																		16
F1 c. Prepare and Submit Stormwater Management Detailed Plan		10	140	70																	220
F1 d. Prepare and Submit DelDOT Construction Permits		6	4	2																	12
F2 Non-tidal Wetlands Identification and Joint Permit Application		8		40																	48
PHASE F SUBTOTALS =	0	30	168	112	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	310
PHASE F SUB-TOTAL DOLLARS =	\$0	\$5,616	\$29,835	\$10,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,935

WR&A EXPENSES	Subcontractor Fees	Subcontractor Payroll	Subcontractor Expenses
R \$100			\$
T \$200			\$15,000
Subcontractor Total			\$15,000
Profit on Sub			0.0%
WR&A Total			\$37,135
PHASE F TOTAL			\$52,135

Phase G - Advertising/Bidding Services	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
G1 Reproduce Contract Documents for bidding				12																				12
G2 Attend pre-bid meeting			18																					18
G3 Prepare Addendum from Contractors questions		8	16							2					2									32
G4 Maintain bidders List				12																				12
G5 Review bids and make recommendations		4	16																					20
PHASE G SUBTOTALS =	0	12	62	12	0	0	0	0	0	2	0	0	0	2	0	0	2	0	2	0	2	0	94	
PHASE G SUB-TOTAL DOLLARS =	\$0	\$2,248	\$7,888	\$1,224	\$0	\$0	\$0	\$0	\$0	\$374	\$0	\$0	\$0	\$257	\$0	\$0	\$247	\$0	\$274	\$0	\$0	\$0	\$12,313	

WR&A EXPENSES	Subcontractor Fees	Subcontractor Payroll	Subcontractor Expenses
T \$140			\$
S \$			\$
S \$			\$
S \$			\$
S \$			\$
Subcontractor Total			\$0
Profit on Sub			0.0%
WR&A Total			\$12,453
PHASE G TOTAL			\$12,453

Partner	Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc. / Proj. Engr.	Geotech. Engineer	Arch. Assoc. / Proj. Arch.	Architect	Arch. CADD	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Engineer	SCADA Designer / CADD	
Bare Labor Cost rates for year 2018	\$0.00	\$80.00	\$53.00	\$40.00	\$80.00	\$47.00	\$58.00	\$36.00	\$33.00	\$80.00	\$65.00	\$41.00	\$75.00	\$55.00	\$44.00	\$80.00	\$59.00	\$36.00	\$80.00	\$25.00
Contract Rates - LOADED LABOR AT A FACTOR OF 2.34	\$0.00	\$187.20	\$124.02	\$93.60	\$187.20	\$109.96	\$135.72	\$84.24	\$77.22	\$187.20	\$152.10	\$100.62	\$175.50	\$126.70	\$102.96	\$187.20	\$124.02	\$84.24	\$187.20	\$126.70

Total \$743,534

WR&A EXPENSES

T = Travel @ 48 mile
R = Reproduction
E = Equipment Rental
S = Subcontractor
L = Laboratory Cost





**ATTACHMENT B
HERRING CREEK SANITARY SEWER DISTRICT (HCSSD)
COLLECTION AND CONVEYANCE SYSTEM**

LIST OF DRAWINGS

<u>Sheet No.</u>	<u>Title</u>
G-1	Title Sheet / Location Plan
G-2	Legend and Notes
G-3	Project Key Sheet
C-1 through C-31	Gravity Sewer and Force Main Plans
GS-1 through GS-31	Gravity Sewer Profiles
FM-1 through FM-5	Force Main Plan and Profiles
DD-1 through DD-2	Directional Drill Plan and Profile
FM-1 through FM-4	Force Main Profiles
DT-1 through DT-5	Utility Details
SC-1 through SC-3	Erosion and Sediment Control Notes and Details
SV-1 and SV-2	Survey Controls and Utility Coordinates
SV-3	Manhole Keysheet

Pump Stations

SP-1 through SP-6	PS Utility Plan/Grading Plan and Details
M-1 through M-3	Mechanical Site Plans, Schedules and Details
S-1 through S-2	Structural Plans, Schedules Notes and Details
E-1	Electrical Legend and Abbreviations
E-2 through E-7	Electrical PS Site Plans
E-8 through E-9	Electrical One Line Diagrams and Schedules
E-10 through E-11	Electrical Cabinet Details
E-12 through E-13	Electrical Grounding Plan and Details
I-1 through I-3	PS Control Schematics

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

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable I.G. Burton, III
The Honorable Samuel R. Wilson, Jr.
The Honorable Robert B. Arlett

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

RE: ***SOUTH COASTAL REGIONAL WASTEWATER FACILITY (SCRWF)***
Approval of Amendment No.15 under GHD, Inc. Base Contract
Design of Force Main Canal Crossing at the Rehoboth Beach WTF

DATE: October 2, 2018

On August 8, 2017, the County Council approved an agreement with the City of Rehoboth Beach for wastewater treatment. Treatment capacity allocation and associated debt service was based on a percentage of the facility's year-round permitted design capacity. The Agreement set the initial allocation for Sussex County at the historical 42% mark however, it allows an allocation increase up to 50% after the first full year of facility operation.

The City funded and completed the outfall related projects and Phase 1 of the treatment facility's capital upgrade project through the Delaware State Revolving Loan Fund. Payment for the associated debt service will be allocated by the aforementioned capacity percentages. The Agreement is set up as a partnership allowing the City and the County to jointly develop alternatives for the next phases of the upgrade project. On July 20, 2018, the City Council agreed to accept the County's offer to assume the design and construction responsibilities of Phase 2 of the upgrade project, consisting mostly of electrical and structural reliability issues and on July 24, 2018, County Council approved the associated alternative financing agreement.

GHD, Inc., held the County's engineering services contract associated with the SCRWF since December 7, 2001. Since contract inception, Sussex County awarded fourteen (14) amendments for additional services under said base contract. Amendments 11, 12 & 13 were associated with the ongoing 3rd capital upgrade project at the SCRWF. On July 24, 2018, Council approved Amendment 14 for design services of the City's Phase 2 capital upgrade



project in the amount not to exceed \$398,413.20. The parties finalized a scope for Phase 2 allowing project schedule synchronization of schedules.

The County's approved capital improvement plan contains two projects related to increasing the County's raw wastewater flow contribution to the City's facility. The one with the highest priority is the crossing of the Rehoboth-Lewes Canal at the site of the City yard. GHD, Inc. knows this site well since it previously housed the treatment facility. Therefore, the Engineering Department is now requesting Council to approve GHD, Inc.'s Amendment No. 15 for design services associated with the canal crossing as well as the tie-ins to the existing County owned sewer forcemains on both sides, in the amount not to exceed \$175,000.00.



September 24, 2018

Mr. Hans M. Medlarz, PE
Sussex County
2 The Circle
PO Box 589
Georgetown, DE 19947

Dear Hans:

**Re: Pumping Station Interconnect
Design and Bidding Services
Rehoboth Beach, DE**

GHD is pleased to submit our proposal for professional engineering services for the design of a new sanitary sewer force main to interconnect two (2) sewer pumping stations/force mains in Rehoboth Beach, DE for Sussex County (County).

Background

GHD's current project understanding is that the Project includes the design of a new sewer force main to interconnect a County force main on the west side of the Canal to a force main on the east side of the canal. This will provide backup/redundancy for the County in its ability to move water around the system. To interconnect the force mains an approximate 750-foot west to east horizontal direction drill (HDD) crossing of the canal and additional open trench pipeline to connect to the existing force main. The pipeline will be designed as a 12-inch inner diameter (ID) sewer force main pipeline with casing as needed at the canal crossing.

Scope of Services

Task 1 – Project Management

This scope consist of the following subtasks:

a. Kickoff Meeting

It is anticipated that this will be a one-day task and it will be attended by the Project Team at County offices.

b. Site visit

A site visit with County staff to get a clear understanding of the site will be conducted on the same day as the Kickoff Meeting.



c. Monthly Status Meetings

This scope consists of attendance to monthly coordination meetings via conference call. This scope anticipates the attendance of two GHD staff for a maximum of four (4) meetings.

Task 2 – Design (PDR, 30%, 60%, 90%, Final)

This scope consist of the trenchless design of the HDD alignment as follows:

a. Develop the preliminary Design Report (PDR) to confirm the design requirements, third party requirements, and engineering constraints

The PDR confirms the design assumptions, provides potential impacts and their likely scope of impact, and lays out the path forward leading to the completion of design and successful construction of the project.

b. Geotechnical Investigation and Report (provided by Subconsultant)

Coordination of the completion of three (3) soil borings and geotechnical report, conducted by a Subconsultant per Attachment A.

c. Topographic Survey (provided by Subconsultant)

Coordinate a topographic survey 100-feet on either side of the proposed alignment of the new sewer force main. Survey shall be completed in accordance with Attachment B.

d. Prepare HDD Design Calculations

GHD will provide planning level design calculations for the trenchless portion of the project. GHD will provide design calculations in a PDF format to the County. Design calculations will consist of:

- Pulling Carrier Pipe Installation Force Calculations
- Inadvertent Returns Calculations (Frac-out)

These sets of calculations will be provided only for the purpose of demonstrating the viability of the proposed process. The selected contractor will need to develop and submit calculations during construction to demonstrate that they understand the project, and how they will perform the contracted work.

e. Prepare Ground Movement Calculations

Ground movement measured as settlement and heave requirements will apply to the project because of Delaware Department of Transportation's (DelDOT's) involvement. GHD proposes to prepare calculation in support of these permit requirement as indicated below:

- Preparation of settlement calculation necessary to support easement crossing requirements. GHD will provide these calculations in the Contract Documents. It will be the contractor's responsibility to obtain the final permit.



f. Development of Project Plans, Specifications and Opinion of Probable Cost (OPC)

This scope consists of the design in the plans, specifications, and OPC. The plans and specifications will be drafted at 30%, 60%, 90%, and FINAL with reviews at each design stage by the County. The OPC will be prepared at 60%, 90%, and FINAL with reviews at each design stage by the County.

1. 30% design documents will include the following
 - a. General Drawings.
 - b. Plan and preliminary profile for HDD.
 - c. Preliminary HDD Design Calculations (per Task 2d).
 - d. All documents will be delivered electronically in PDF format.
2. 60% design documents will include the following:
 - a. Conduct a 30% review and prepare meeting minutes. Incorporate all comments into 60% design documents.
 - b. General Drawings.
 - c. Plan and profile of all piping.
 - d. Standard details.
 - e. Traffic Control plans.
 - f. Sediment and Erosion control plans.
 - g. Preliminary Specifications
 - i. Front End Documents and Division 1
 - ii. Major civil sections
 - h. Preliminary OPC.
 - i. All documents will be delivered electronically in PDF format
3. 90% design documents will include the following:
 - a. Conduct a 60% review and prepare meeting minutes. Incorporate all comments into 90% design documents.
 - b. Complete drawings ready for final review by County and permitting/regulatory agencies.
 - c. Complete specifications ready for final review by County and permitting/regulatory agencies.
 - d. Conduct a 90% review meeting with County.



- e. Incorporate all County 90% comments into design documents.
4. Permit preparation is anticipated to include the following tasks:
 - a. Permit review agency meetings will be held to discuss the project and permitting requirements. Up to four (4) onsite meetings may be held.
 - b. Permit summary memorandum. A permit summary memorandum will be prepared at the completion of the 60% design document review. The memorandum will outline all anticipate permits and required permit submittals.
 - c. Permit preparation and submittal. At the completion of the 90% design document review required permit applications will be prepared and submitted. The following permits are anticipated:
 - i. USACE Nationwide Permit 7
 - ii. Wetlands and Subaqueous Lands Joint Permit (Appendix E – Utility Crossing)
 - iii. Water Quality Certification
 - iv. City of Rehoboth Street Excavation Permit
 - v. Sussex County Stormwater Management and Sediment Control Plan
 - vi. DNREC Stormwater NOI
 - vii. DelDOT Utility Permit
 - viii. City of Rehoboth Site Plan Approval
 - ix. State Construction of Wastewater Collection and Conveyance System Permit
5. Final Bidding Documents will include following:
 - a. Incorporate all permitting/regulatory agency comments into the Contract Documents.
 - b. Prepare written responses to all agencies comments and submit with revised Contract Documents.
 - c. Incorporate all permits into the Contract Documents.
 - d. Prepare Final Bid Ready Documents as follows:
 - i. Bid Ready Drawings
 - ii. Bid Ready Specifications
 - iii. A final update OPC
 - e. Four (4) hardcopies of Bid Ready Documents will be sent to the County along with electronic documents in PDF format.

Meetings

The following meetings are anticipated:

1. Project Chartering Meeting.



2. Conduct up to three (3) site visits at Engineer's discretion.
3. Four (4) meetings with permitting/regulatory agencies.
4. One (1) 30% design review meeting with County.
5. One (1) 60% design review meeting with County.
6. One (1) 90% design review meeting with County.

Owner's Responsibilities

1. Provide timely review of all submitted design documents.

Schedule

The following schedule is proposed contingent upon permit approval:

- | | |
|------------------------------|--|
| 1. Project Kickoff Meeting | 14 days from Notice to Proceed |
| 2. Preliminary Design Report | 45 days from Project Kickoff Meeting |
| 3. 30% Design Documents | 60 day from receiving PDR Comments |
| 4. 60% Design Documents | 100 days from receiving 30% Design comments |
| 5. 90% Design Documents | 90 days from receiving 60% Design comments |
| 6. Final Design Documents | 30 days from receiving 90% Design comments and final permits |

Exclusions

The following items are not included in GHD's Scope of Services:

1. Hydraulic evaluation of pumping stations.
2. Bid Phase services.
3. Construction Phase services including inspection.
4. Additional meetings or tasks beyond those identified herein.

Engineering Fee

GHD proposes to provide engineering services for the Design Engineering Scope of Services based on direct hourly payroll costs paid to technical staff engaged on the project plus overhead and fringe benefit costs at GHD's annually adjusted audited overhead rate, plus out-of-pocket and subconsultant expenses at cost, plus a fixed fee of 10% on direct costs plus overhead and fringe benefit costs. Total engineering



cost for the scope of work presented herein is estimated to be the following, not to be exceeded without County Engineer approval:

Description	Cost
Direct Wage Costs	\$52,514.00
Overhead and Fringe Benefits	\$87,698.38
Expenses	\$20,450.00
Fixed Fee	\$14,021.24
TOTAL	\$174,683.62

Please let us know if you have any questions or comments regarding this proposal.

Sincerely,

GHD

Kelvin George, PE

Principal

KSG/kab

Attachments



JOHN D. HYNES & ASSOCIATES, INC.

*Geotechnical and Environmental Consultants
Monitoring Well Installation
Construction Inspection and Materials Testing*

August 21, 2018

David J. Kerr, P.E.
GHD
16701 Melford Boulevard, Suite 330
Bowie, Maryland 20715

Via Email: david.kerr@ghd.com
No. of Pages: 6
Original Via U.S. Mail

Re: Proposal to Provide Subsurface Exploration and Geotechnical
 Consulting Services
 Sussex County Force Main Interconnection Project
 Rehoboth Beach, Delaware

Dear Mr. Kerr:

Hynes & Associates appreciates the opportunity to submit to you this proposal to provide subsurface exploration and geotechnical consulting services for the Sussex County Force Main Interconnection Project in Rehoboth Beach, Delaware. We are familiar with the project site.

As requested, we propose to drill 3 Standard Penetration Test (SPT) borings in accordance with ASTM D-1586 using standard sampling intervals. We will drill the test borings to depths of 20 feet, 30 feet and 60 feet in the shoulder of the existing roads. We will backfill the excavations, upon completion.

We understand that GHD will stake the boring locations. You provided an aerial photograph indicating the approximate locations of the test borings and the boring depths. We include open unit rates in the fee schedule to drill the borings deeper, upon request.

Prior to drilling the test borings, we will contact MISS Utility to mark public underground utilities. We will not be responsible for damages to unmarked, underground utilities that are unknown to us.

The State of Delaware now requires that we obtain boring permits to drill test borings that intersect the groundwater table. We include staff time in our proposal to obtain the permits and to submit boring completion reports.

Following the field exploration program, our engineering staff will visually classify the boring samples and select soil samples for laboratory testing. We propose to perform two classification tests (Sieve Analysis or Atterberg Limits: Liquid and Plastic), and two Natural Moisture Content tests. These laboratory tests will be used to assist us in the visual classification of the boring samples and to estimate the in-place soil properties (unit weight, cohesion, angle of internal friction, etc.).

We, also, include costs to provide 3 sets of pH, resistivity (laboratory), and chlorides tests on selected soil samples. We include add/deduct costs to modify the quantity of these tests as directed by you. If we encounter Organic SILT or PEAT, we propose to perform sulfides and sulfates tests, and the pH, resistivity and chlorides tests on the organic soil samples. We include open unit rates in the fee schedule to perform the sulfides and sulfates tests.

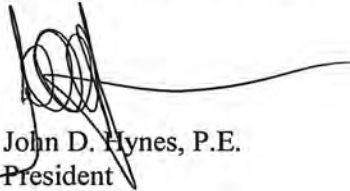
Following the field and laboratory program, our engineering staff will evaluate the test data, and prepare a report of our geotechnical engineering recommendations. The report will include the boring and laboratory data. The report will, also, include recommendations for subgrade preparation, backfill construction, frost depth, the handling of groundwater and surface water during construction, and other soil related items suggested by the subsurface data. We will identify "poor bearing" soil layers, if encountered. We note that we do not propose to include recommendations for corrosion protection.



GHD
August 21, 2018
Page 2

Hynes & Associates appreciates this opportunity to submit this proposal to provide subsurface exploration and geotechnical engineering services for the Sussex County Force Main Interconnection Project in Rehoboth Beach, Delaware. A detailed fee schedule follows. If you have any questions regarding this proposal or if we may be of further assistance, please contact our office.

Respectfully,
JOHN D. HYNES & ASSOCIATES, INC.



John D. Hynes, P.E.
President

JDH/jsl

Attachments



GHD
 August 21, 2018
 Page 3

PROPOSED FEES

Hynes & Associates proposes the following fees for the subsurface exploration and geotechnical consulting services for the proposed Sussex County Force Main Interconnection Project in Rehoboth Beach, Delaware:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
I.	Mobilization/Demobilization of Drill Rig and Crew	LS	\$350	\$350.00
II.	Auger or Rotary Test Borings with Standard Penetration Test and Sampling: 1 ea. to 20 ft., 1 ea. to 30 ft. and 1 ea. to 60 ft.			
A.	Boring Depth: 0 to 50 ft.	100 ft.	\$15	\$1,500.00
B.	Boring Depth: 50 to 75 ft.	10 ft.	\$18	\$180.00
C.	Additional Test Boring Footage			
1.	Boring Depth: 0 to 50 ft.	Open	\$15/ft.	Open
2.	Boring Depth: 50 to 75 ft.	Open	\$18/ft.	Open
3.	Boring Depth: 75 to 100 ft.	Open	\$21/ft.	Open
III.	Soils Laboratory Testing			
A.	Sieve Analysis or Atterberg Limits (Liquid and Plastic) Tests	2 ea.	\$80	\$160.00
B.	Natural Moisture Content Tests	2 ea.	\$15	\$30.00
C.	pH, Resistivity and Chloride Tests	3 sets	\$195	\$585.00
D.	Add/Deduct Sets of pH, Resistivity and Chloride Tests	Open	\$195/set	Open
E.	Add Sulfides and Sulfates Tests on Organic Soils	Open	\$150/set	Open
F.	Sample Shipping and Handling	LS	\$100	\$100.00
IV.	Engineering Services			
	To supervise the field and laboratory programs, to evaluate the test data, and to prepare a report of our geotechnical engineering recommendations.			
A.	Staff Engineer	6 hrs.	\$85	\$510.00
B.	Project Engineer, P.E.	8 hrs.	\$115	\$920.00
C.	Principal Engineer, P.E.	2 hrs.	\$150	\$300.00

The total estimated project cost for the proposed services is \$4,635.00. We will modify the borings depths, and laboratory test quantities as directed by you. We will not exceed this figure without your prior approval

If the terms of this agreement are acceptable, please execute the agreement forms that follow and return one copy to our office for our records.

JOHN D. HYNES & ASSOCIATES, INC.
Geotechnical Engineering, Environmental Consulting
Monitoring Well Installation, Materials Testing

32185 Beaver Run Drive
Salisbury, Maryland 21804
Telephone (410) 546-6462
Fax (410) 548-5346

AGREEMENT FOR GEOTECHNICAL SERVICES

THIS AGREEMENT, made on this 21st day of August 2018, between John D. Hynes & Associates, Inc. ("Hynes & Assoc.") and GHD ("Client") to provide:

1. Services.

Hynes & Assoc. agrees to provide Client the geotechnical and related technical services set forth in Paragraph 2 below in connection with Client's project ("The Project") described as:

Sussex County Force Main Interconnection Project
Rehoboth Beach, Delaware

2. Scope of Work.

- a. Hynes & Assoc. agrees to provide and Client authorizes Hynes & Assoc. to provide the geotechnical and related technical services described in the attached proposal:

Proposal to Provide Subsurface Exploration and Geotechnical Consulting Services
Sussex County Force Main Interconnection Project, Rehoboth Beach, Delaware

- b. Unless specifically listed in the scope of work, Hynes & Assoc. services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.

3. Payment.

Client agrees to pay for all services provided by Hynes & Assoc. and for all expenses incurred by Hynes & Assoc. in accordance with the attached fee schedule. All services will be billed on a monthly basis. A finance charge of 1 ½% per month shall be charged on any unpaid balance more than 30 days past due. Client shall pay all expenses incurred by Hynes & Assoc. for liening or collecting any delinquent amount, including, without limitation, attorney fees and court costs.

4. General Nature of Site Assessment.

- a. Because geologic and soil formations are inherently random, variable and indeterminate in nature, the professional services rendered by Hynes & Assoc. and opinion provided with respect to such services under this Agreement, are not guaranteed to be a representation of actual site conditions or contamination or cost, which are also subject to change with time as a result of natural or man made processes.
- b. In preparing a report, Hynes & Assoc. may review and interpret certain information provided to it by third parties, including government authorities, court house records, testing laboratories and other entities. Hynes & Assoc. will not conduct an independent evaluation with the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.
- c. All reports are made available for the sole use of the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Hynes & Assoc.
- d. Services to be performed by Hynes & Assoc. shall not include an analysis or determination by Hynes & Assoc. as to whether the Client is in compliance with federal, state or local laws, statutes, ordinances or regulations.

5. Responsibilities of the Client.

The Client shall provide all information in its possession, custody or control which relates to the site, its present and prior uses, or activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following:

- a. A legal description of the site, including boundary lines and a site plan;
- b. Historical information as to the prior owners of the site;
- c. Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
- d. A description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant; and
- e. Identification, by name, quantity, location, and date, of any releases or other documents indicating the presence or removal of any materials or substances having a chemical or physical impact on the site, including, but not limited to, those materials or substances defined by State or Federal environmental laws.

6. Standard of Care.

- a. Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by Hynes & Assoc. will be based solely on information available to Hynes & Assoc. Hynes & Assoc. is responsible for its data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. Services performed by Hynes & Assoc. under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

7. Site Access and Site Conditions.

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for Hynes & Assoc. to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted Hynes & Assoc. free access to the site. Hynes & Assoc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Hynes & Assoc. will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Hynes & Assoc., and agrees to defend, indemnify, and hold Hynes & Assoc. harmless from any claim or liability for injury or loss, including attorneys' fees and other costs of defense, rising from damage done to subterranean structures and utilities not identified or accurately located.
- c. Hynes & Assoc. by virtue of providing the services described herein does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for the reporting to any local, state or federal public agencies any conditions at the site which may present a potential danger to public health or safety, or to the environment.

8. Other Subcontractors.

- a. Hynes & Assoc. by the performance of any of the services contracted for in this Agreement, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The Project customarily vested in The Project architects, design engineers, any other design agencies or authorities or other subcontractors.
- b. Hynes & Assoc. services do not include costs associated with surveying the site by a certified land surveyor or the accurate horizontal and vertical location of tests. Location of field tests is based on information furnished to Hynes & Assoc. by others or on estimates made in the field by personnel.

9. Risk Allocation.

- a. Client hereby agrees that the total liability of Hynes & Assoc. to the Client and to all other parties for any and all claims, losses, expenses or damages arising out of, or in any way relating to acts by Hynes & Assoc., or advice or opinions given by Hynes & Assoc. regarding the project, the site or this Agreement, from any cause or causes, including, but not limited to Hynes & Assoc., negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of Hynes & Assoc. under this contract or \$50,000.00.
- b. Both Client and Hynes & Assoc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.
- c. Client agrees to defend, indemnify and hold Hynes & Assoc., its agents, subcontractors and employees harmless from and against any and all third party claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to the Hynes & Assoc.' reports or recommendations concerning this Agreement, Hynes & Assoc., presence on the project property, or the presence, release, or threatened release of hazardous or toxic substances, or pollutants on or from the project property; provided that Client shall not indemnify Hynes & Assoc. against liability for damages caused by the negligence or intentional misconduct of Hynes & Assoc., its agents, subcontractors, or employees.

10. Discovery of Anticipated or Unanticipated Hazardous Substances or Materials.

- a. Client represents that Client has made a reasonable effort to evaluate if hazardous, toxic or polluting materials are on or near the project site, and that Client has informed Hynes & Assoc. of Client's findings relative to the anticipated presence of such materials.
- b. Hazardous, toxic or polluting materials may exist at a site where there is no reason to believe they could or should be present. Hynes & Assoc. and Client agree that the discovery of unanticipated hazardous, toxic or polluting materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Hynes & Assoc. and Client also agree that the discovery of unanticipated hazardous, toxic or polluting materials may make it necessary for Hynes & Assoc. to take immediate measures to protect health and safety. Client agrees to compensate Hynes & Assoc. for any personnel protection, equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.
- c. Upon discovery of anticipated or unanticipated hazardous, toxic or polluting materials, then Hynes & Assoc. shall have the right to terminate all work on the project. In the event that the Agreement is terminated because of the discovery of materials posing unanticipated risks, it is agreed that Hynes & Assoc. shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.
- d. Hynes & Assoc. agrees to notify Client when anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Hynes & Assoc. harmless for any and all consequences of disclosures made by Hynes & Assoc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials.

- e. Notwithstanding any other provision of the Agreement, Client waives any claim against Hynes & Assoc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Hynes & Assoc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Hynes & Assoc.' discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

11. Disposition of Samples and Equipment.

- a. Disposition of Unpolluted Samples. No samples of unpolluted soil and rock will be kept by Hynes & Assoc. longer than sixty (60) days after submission of the final report unless agreed otherwise.
- b. Hazardous or Potentially Hazardous, Toxic or Polluting Samples and Materials. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Hynes & Assoc. will, after completion of testing (a) arrange for disposal by an independent testing lab or (b) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws, or (c) return such samples and materials to the client. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Hynes & Assoc. is acting as a bailee and at no time assumes title to said material.
- c. Contaminated Equipment. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

12. Assignment.

Neither Client nor Hynes & Assoc. may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

13. Enforcement.

Client agrees to pay Hynes & Assoc. all reasonable expenditures incurred by Hynes & Assoc. in enforcing the terms of this Agreement, including, reasonable attorneys' fees and court costs.

14. Force Majeure.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

15. Reports, Recommendations and Ownership of Documents.

Reports, recommendations and other materials resulting from Hynes & Assoc.' efforts are intended solely for the purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Hynes & Assoc.' recommendations, without Hynes & Assoc.' written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents and other information deemed necessary by Hynes & Assoc. for proper performance of its services. Hynes & Assoc. may rely upon Client provided documents in performing the services required under this Agreement; however, Hynes & Assoc. assumes no responsibility or liability for their accuracy. All reports, field notes, calculations, estimates and other documents which are prepared, by Hynes & Assoc., shall remain Hynes & Assoc.' property.

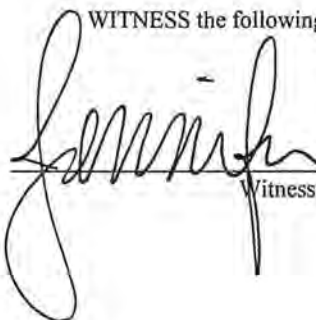
16. Termination.

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Hynes & Assoc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

17. Applicable Law and Survival.

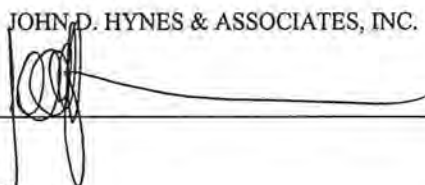
- a. This Agreement shall be governed by the Law of the State of Maryland.
- b. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitation of liabilities and indemnities shall survive termination of this Agreement for any cause.

WITNESS the following signatures:



 Witness

JOHN D. HYNES & ASSOCIATES, INC.

By:  _____ (SEAL)
 GHD _____ (CLIENT)

By: _____ (SEAL)

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.*

September 17, 2018

GHD
16701 Melford Boulevard
Unit 330
Bowie, Maryland 20715

Attention: David J. Kerr

Re: Surveying Services
Sussex County Force Main Interconnection
Rehoboth Beach, Delaware

Dear Sirs:

We are pleased to offer you this proposal for surveying services associated with the referenced project. Our scope of work and fees are as follows:

Topographic Survey & Lot Consolidation

We will research the deeds for the property described above and the adjoining properties and search for and locate evidence of property lines. We will also locate existing natural and man-made features, surface elevations, contours and evidence of underground utility lines as marked by others prior to our field work. Visible, accessible utilities will be shown with rim elevations, inverts and pipe sizes. The topographic survey will be performed utilizing a maximum 25 foot shot spacing. The attached exhibit outlines the limits of the topographic survey.

Lump Sum Fee \$12,500.00

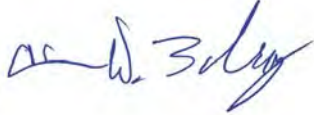
For Estimated Fee items, any additional services not included in the above Scope of Work and direct or reimbursable expenses shall be billed in accord with the attached Schedule of Rates No. 45. These prices are good for one year from the date of this proposal. Davis, Bowen & Friedel, Inc., reserves the right to adjust our fees should the work for this project not be completed within the one year period.

This proposal does not include agency review fees, recording fees, construction stakeout, sediment and erosion control plans, storm water management plans, architectural plans or work associated with wetlands.

If these terms are acceptable to you, please sign on the space provided and return one copy for our files. This will serve as our notice to proceed. We would like to thank you for the opportunity of furnishing this proposal and look forward to working with.

Sincerely,

DAVIS, BOWEN & FRIEDEL, INC.

A handwritten signature in blue ink, appearing to read "Eric W. Tolley".

Eric W. Tolley, Prop. L.S.

Associate

EWT

N:\Promotional\Proposals\2018\GHD-Rehoboth Topo.doc

Accepted By: _____ Date: _____

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 45
 Effective August 1, 2012

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$190.00
Senior Architect	\$170.00
Architect	\$130.00
Senior Landscape Architect	\$170.00
Landscape Architect	\$130.00
Senior Engineer	\$170.00
Engineer	\$130.00
Construction Administrator	\$130.00
Senior Traffic Engineer	\$170.00
Traffic Engineer	\$130.00
GIS Specialist	\$105.00
Senior Surveyor	\$170.00
Surveyor	\$130.00
Senior Designer	\$115.00
Designer	\$100.00
CADD I	\$90.00
CADD II	\$80.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 Man)	\$110.00
GPS Unit (2 Man Crew)	\$150.00
GPS Unit (3 Man Crew)	\$200.00
Resident Project Representative	\$90.00
Computer Graphics Designer	\$85.00
Computer Administrator	\$100.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints	\$2.50/sheet
Overtime	(1.5 x Above Hourly Rate)

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for use by client and may not be further distributed without prior written consent of DBF. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.





REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

GHD Topo Limits

Write a description for your map.

Legend

-  Gelato Gal
-  GHD Topo Limits
-  Rehoboth Beach Maintenance
-  Rehoboth Beach Motor Cars



Google Earth

© 2018 Google

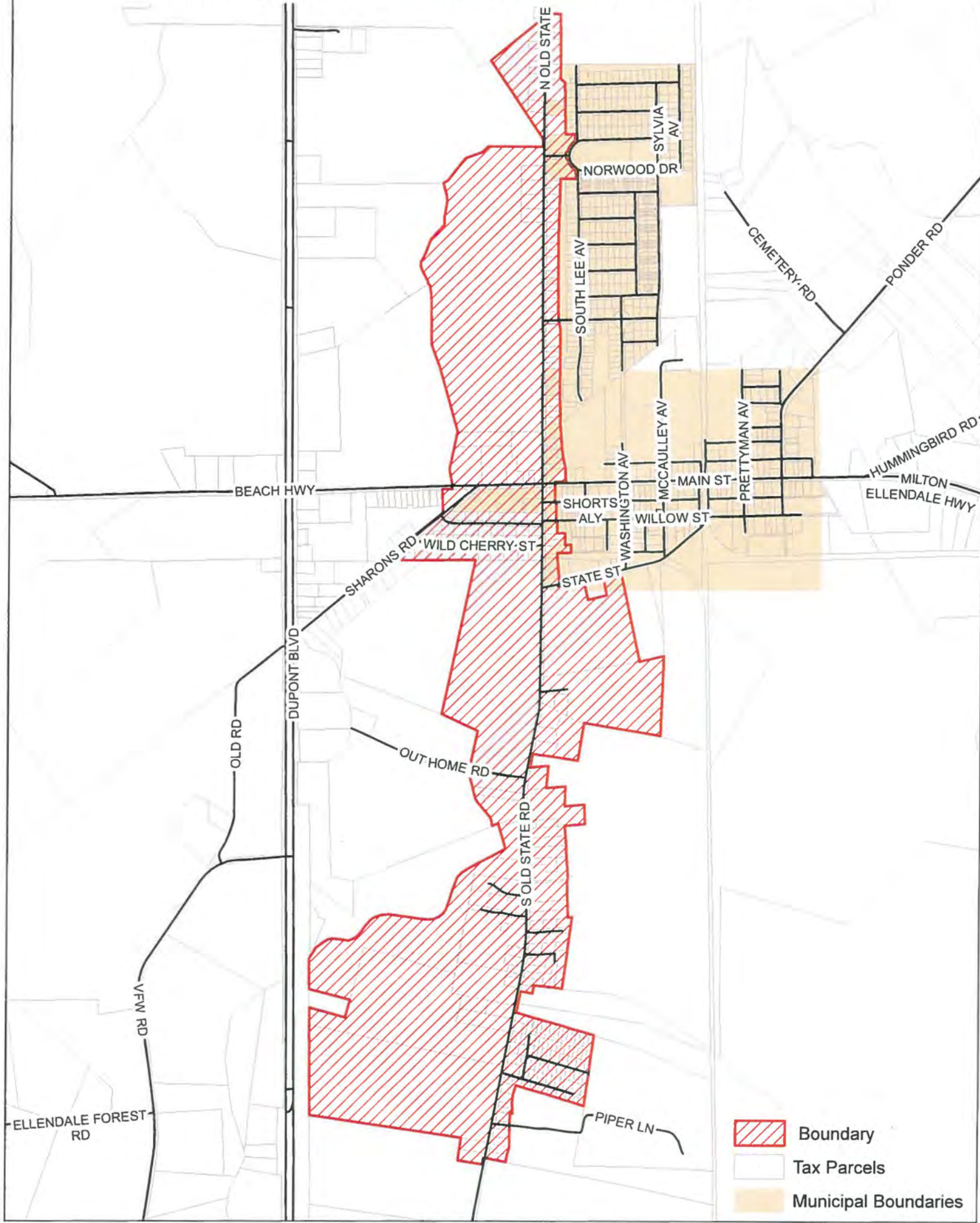
Kaitlyn Dr

400 ft

ELLENDALE WATER DISTRICT REFERENDUM

- Previous referendum held November 4, 2017 for the creation of a water district failed.
 - New petitions received primarily along north and south Old State Road.
 - Revised boundary established by County Council June 26, 2018.
 - New referendum held on September 15, 2018 from 9:00am until 1:00pm and the eligible voters approved the creation of the Ellendale Water District by a vote of **81** “for the district” to **21** “against the district”.
 - According to Delaware Code, Title 9, Section 6507, County Council is required to issue a determination establishing the district within ninety days of the referendum.
 - This will allow the County Engineer and the Attorney for the county council to procure the necessary lands and right-of-ways (ROW) by purchase, agreement or condemnation.
 - This also directs the County Engineer to prepare maps, plans, specifications and estimates for any or all structures required to provide for the installation of the water system.
 - This also directs the County Finance Director and County Engineer to apply for, accept, and receive grants, loans, and other funding necessary to provide adequate financing for the planning, design, construction, and all other phases of the water district.
-

Boundary to the Ellendale Water District 2018



RESOLUTION NO. R _____

ELLENDALE WATER DISTRICT DECLARED UNDER THE PROVISIONS OF TITLE 9, CHAPTER 65 OF THE DELAWARE CODE

WHEREAS, the eligible voters of the proposed Ellendale Water District approved the creation of the water district by a vote of 81 to 21 in an election held on September 15, 2018; and

WHEREAS, Title 9, Delaware Code, Section 6507 requires the County Council to issue a determination of the water district within 12 months of its approval by the eligible voters;

NOW, THEREFORE,

BE IT RESOLVED that the County Council of Sussex County, Delaware hereby determines that the eligible voters of the Ellendale Water District have approved the creation of said district, that the description of the Ellendale Water District is described below; and that the said district is hereby declared to be validly constituted under the provisions of Title 9, Chapter 65 of the Delaware Code.

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

BE IT FURTHER RESOLVED that the County Engineer is hereby directed to prepare maps, plans, specifications and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any structures required to provide for the safe distribution of drinking water to all parcels in the water district.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Finance Director and County Engineer to apply for, accept, and receive grants, loans, and other funding necessary to provide adequate financing for the planning, design, construction, and all other phases of the water district.

Description of the Ellendale Water District

Beginning at a point, said point being the southwesterly property corner of lands N/F of Mount Zion A.M.E. Church, said point also being the southeasternmost property corner of lands N/F of Reed Properties, said point further being on the northerly ROW of Beach Highway; thence proceeding in a northerly direction a distance of 502' ± to a point, said point being the southwesternmost property corner of land N/F of Robert F. & Linda S. Garey; thence proceeding in generally northerly and easterly directions respectively a distance of 3,560' ± to a point, said point being the westerly ROW of North Old State Road, said point also being on the easternmost property line of lands N/F R&C Evans Farms, Limited Partnership & Gary D. Evans; thence proceeding in a northerly direction a distance of 71' ± to a point, said point being the southernmost property corner of lands N/F of Jennie Pearl Ingram & Gladys Marie Rivera, Heirs.; thence proceeding in northwesterly and northeasterly directions respectively a distance of 1,484' ± to a point, said point being on the westerly ROW of North Old State Road; thence proceeding in a northwesterly direction

a distance of 57'± to a point, said point being the southwesternmost property corner of lands N/F of LFW Delaware Holdings 2015 LLC; thence proceeding in easterly and southerly directions respectively a distance of 592'± to a point, said point being on the northerly property line of Ingram Village Subdivision; thence proceeding in a southerly direction a distance of 667'± to a point, said point being the southeasternmost property corner of lands N/F of James T. Phillips; thence proceeding in easterly, generally southerly and westerly a distance of 742'± to a point, said point being the northeasterly property corner of lands N/F of Crisanta Martinez; thence proceeding in a southerly direction a distance of 1,275'± to a point, said point being on the northerly ROW of Gladys Street; thence proceeding in a southerly direction across Gladys Street a distance of 45'± to a point, said point being on the southerly ROW of Gladys Street; thence proceeding in a southerly direction a distance of 9'± to a point, said point being the northeasterly property corner of lands N/F of Sanna F. Bazemore; thence proceeding in a southerly direction a distance of 919'± to a point, said point being the northwesternmost property corner of lands N/F of State of Delaware Bureau of Alcohol & Drug Abuse; thence proceeding by and with said State lands in a southerly direction a distance of 418'± to a point, said point being the northwesternmost property corner of lands N/F of Ronald C. White; thence proceeding by and with said White lands in a southerly and westerly direction respectively a distance of 226'± to a point, said point being on the northerly ROW of Main Street (SR 16); thence proceeding in a southerly direction crossing Main Street a distance of 50'± to a point, said point being on the southerly ROW of Main Street (SR 16), said point also being the northeasternmost property corner of lands N/F of Nathaniel L. & Henrietta Elizabeth Mann; thence proceeding in a southerly direction a distance of 144'± to a point, said point being on the northerly ROW of Shorts Alley; thence proceeding in a southerly direction crossing Shorts Alley a distance of 18'± to a point, said point being on the southerly ROW of Shorts Alley, said point also being on the northeasternmost property corner of lands N/F Sandra R. Waters; thence proceeding in a southerly direction a distance of 151'± to a point, said point being on the northerly ROW of Willow Street; thence proceeding in a southerly direction crossing Willow Street a distance of 22'± to a point, said point being on the southerly ROW of Willow Street, said point also being the northwesternmost property corner of lands N/F of Cynthia D. Baynard; thence proceeding in a southerly and easterly direction respectively a total distance of 176'± to a point, said point being on the westerly property line of lands N/F of Clifford E. Hughes, Jr.; thence proceeding in a southerly and easterly direction respectively a distance of 160'± to a point, said point being the northeasternmost property corner of lands N/F of Ella M. Daniels; thence proceeding in a southerly and westerly direction respectively a distance of 204'± to a point, said point being on the northerly property line of lands N/F of Robert D., Jr. & Doris A. Adams; thence proceeding in a southerly direction, crossing lands of Adams, a distance of 50'± to a point, said point being the northeasternmost property corner of lands N/F of Ethel M. Adams; thence proceeding in a southerly direction a distance of 236'± to a point, said point being

on the northerly ROW of State Street; thence proceeding in a southerly direction, crossing State Street a distance of 27'± to a point, said point being on the northerly property line of lands N/F of Kathleen E. Walton; thence proceeding by and with said lands in an easterly, southerly, easterly, northerly, easterly and southerly direction respectively a distance of 1,770'± to a point, said point being on the northerly property line of lands N/F of Patrick M. Smith & Shannon L. Warren; thence proceeding with said lands in a northeasterly, southerly and westerly direction respectively a distance of 1,684'± to a point, said point being on the northerly property line of Bradford K & Mitzie J. Diogo; thence proceeding with said lands in a generally southerly direction a distance of 3,730'± to a point, said point being on the northerly ROW of lands N/F of Angela D. Pierre; thence proceeding in a westerly, southerly, westerly and southerly direction respectively a distance of 495'± to a point, said point being the northwesternmost property corner of lands N/F of Mae F. Hogg; thence proceeding in a southerly and easterly direction respectively a distance of 899'± to a point, said point being the northwesternmost property corner of lands N/F of Mark L. & Marjorie C. Davis; thence proceeding in a southerly direction a distance of 660'± to a point, said point being the northwesternmost property corner of lands N/F of David H. Piper; thence proceeding in a westerly and southerly direction respectively a distance of 1,387'± to a point, said point being on the northerly property line of lands N/F of State of Delaware; thence proceeding in a westerly direction a distance of 172'± to a point, said point being on the easterly ROW of South Old State Road; thence proceeding in a westerly direction, crossing South Old State Road, a distance of 50'± to a point, said point being on the westerly ROW of South Old State Road; thence proceeding by and with said ROW in a southerly direction a distance of 22'± to a point, said point being a property corner of lands N/F of Mark L. & Marjorie C. Davis; thence proceeding in a westerly and northerly direction respectively a distance of 441'± to a point, said point being on the southerly property line of lands N/F of State of Delaware, DDA Forest Service; thence proceeding in a westerly and northerly direction respectively a distance of 2,248'± to a point, said point being the southwesternmost property corner of lands N/F of Delaware Solid Waste Authority; thence proceeding in a northerly, easterly and northerly direction respectively a distance of 674'± to a point, said point being a property corner of lands N/F Philadelphia Pentecostal Holiness Church; thence proceeding in a westerly, northerly and a generally northeasterly direction a distance of 2,668'± to a point, said point being on the southerly property line of lands N/F of Raymond, Sr. & Sherry L. White; thence proceeding in a northerly and westerly direction respectively a distance of 323'± to a point, said point being in the southerly property line of lands N/F of Liborio-Ellendale, LLC; thence proceeding in a generally northerly and westerly direction a distance of 1,279'± to a point, point being the southeasternmost corner of other lands of Liborio, thence proceeding in northerly and westerly directions respectively a distance of 1,956'± to a point, said point being the easternmost property corner of lands N/F of Brian W. Wooters & Amanda M. Ashley; thence proceeding in a westerly direction a distance of 301'± to a point, said point being on

the southeasterly ROW of Sharons Road; thence proceeding in a westerly direction, crossing Sharons Road, a distance of 53'± to a point, said point being on the northwesterly ROW of Sharons Road; thence proceeding in a northeasterly direction a distance of 700'± to a point, said point being the southernmost property corner of lands N/F of Rosa Mae Harmon; thence proceeding in a northerly and easterly direction respectively a total distance of 318'± to a point, said point being on the southerly ROW of Beach Highway (SR 16), thence proceeding in a northerly direction, crossing Beach Highway, a distance of 50'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map Nos. 230-26.00, 27.00, 31.00 and Sussex County property assessment records.

The Ellendale Water District is within these boundaries. A map drawn to scale indicating the boundaries of the area is attached.

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


sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable Robert B. Arlett
The Honorable Irwin G. Burton III

FROM: John Ashman 
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement
Silverstock WP, LLC*

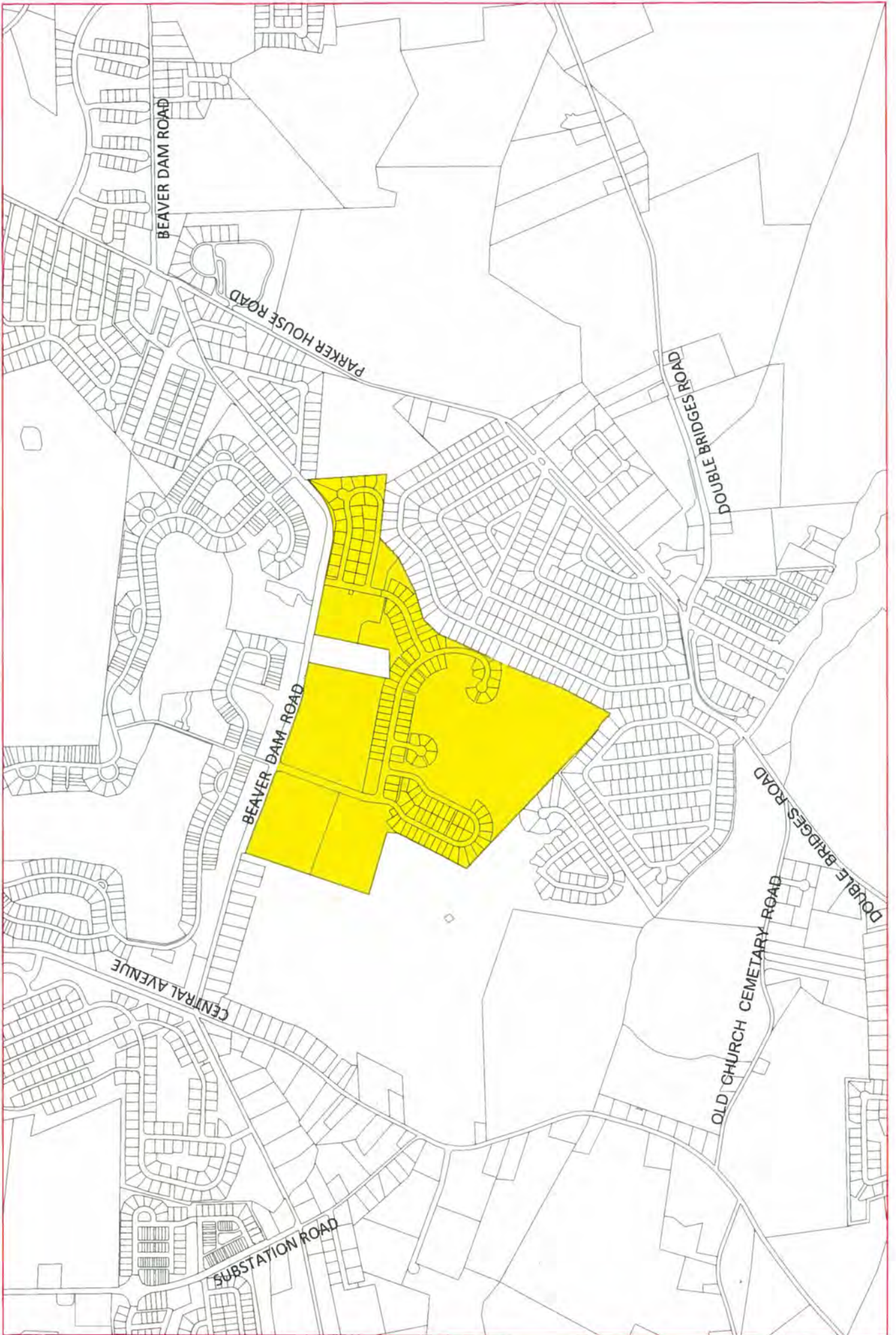
DATE: October 2, 2018

On July 19, 2016, the Engineering Department gave a presentation on Sussex County's proactive wastewater infrastructure planning in the North Coastal Planning Area. The planning effort identified infrastructure needs and matched them to transmission and treatment capacity upgrades respectively. This arrangement collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Department requests approval of an agreement for the Use of Existing Infrastructure with **Silverstock WP, LLC** for the **Silverwoods** project in the Miller Creek Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project as well as off-site equivalent dwelling units to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Silverwoods** will connect to the existing regional infrastructure. In return for utilization of said infrastructure **Silverstock WP, LLC** will contribute **\$23,650.00** for the catch-up contribution towards the debt service of the said transmission system to serve **97.83** Equivalent Dwelling Units. This agreement only pertains to the approved single-family homes and the clubhouse. Separate subsequent infrastructure agreements will be required for the multi-family and commercial parcels in the pumpstation drainage basin.





USE OF EXISTING INFRASTRUCTURE AGREEMENT

INFRASTRUCTURE USE AGREEMENT IUA-1027-A

THIS AGREEMENT (“Agreement”), made this 2ND day of October 2018, by and between:

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

SILVERSTOCK WP, LLC, a Delaware Limited Company and developer of a project known as Silverwoods, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 134-16.00-43.01, 43.02, 45.00, 47.00, 914.00 & 951.00, to be known as Silverwoods (“Project”) and;

WHEREAS, the Project has previously been annexed into the Sussex County Unified Sanitary Sewer District (Miller Creek Area) and;

WHEREAS, County has determined by study known as South Coastal Planning Study, that the Project can be served by the regional infrastructure and;

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

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

- (1) Developer is proposing to utilize County’s existing transmission capacity by connecting to an existing regional pipeline used by multiple pump stations.
- (2) In exchange for permission to connect up to 97.83 equivalent dwelling units to County’s existing transmission system and to utilize the existing capacity in said system, Developer agrees to a financial catch-up contribution towards the debt service of said transmission facilities in the amount of \$23,650.00.
- (3) Developer agrees that this Agreement only pertains to the approved single-family homes and the clubhouse. Separate subsequent infrastructure use agreements will be required for the multi-family and commercial parcels in the pumpstation drainage basin.

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

assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.

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

(20) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is **2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947**, and the address of the Developer is **Silverstock WP, LLC P.O. Box 449, 100 Garfield Parkway #3, Bethany Beach, Delaware 19930**.

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

FOR THE COUNTY:

{Seal}

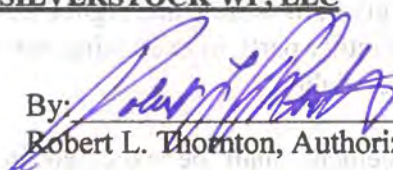
By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR SILVERSTOCK WP, LLC

By:  _____ (Seal)
Robert L. Thornton, Authorized Signatory

9-14-2018 (DATE)

WITNESS:

X Bronda Thornton

MARTIN L. ROSS, CHAIRMAN
KIM HOEY STEVENSON, VICE CHAIRMAN
R. KELLER HOPKINS
DOUGLAS B HUDSON
ROBERT C. WHEATLEY



2 THE CIRCLE | PO BOX 417
GEORGETOWN, DE 19947
(302) 855-7878 T
(302) 854-5079 F
sussexcountyde.gov

Sussex County Planning & Zoning Commission

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET Planning Commission Public Hearing Date May 24, 2018

Application: CU 2129 Brian P. Lessard, Lessard Builders, Inc.

Applicant: Brian P. Lessard, Lessard Builders, Inc.
257 E. Camden-Wyoming Ave.
Camden, DE 19932

Owner: John P. Laursen & Jane T. Laursen
715 Halstead Rd.
Wilmington, DE 19803

Site Location: 22754 Argo's Corner Rd.; South side of Argo's Corner Rd., East of
Coastal Hwy (Rt. 1)

Current Zoning: GR (General Residential) & AR-1 (Agricultural Residential District)

Proposed Use: Mini-Storage Buildings

Comprehensive Land
Use Plan Reference: Highway Commercial Area

Councilmatic
District: Mr. Burton

School District: Milford School District

Fire District: Memorial Fire District

Sewer: Private On-Site

Water: Private On-Site

Site Area: 10.75 ac. +/-

Tax Map ID.: 230-7.00-95.00, 96.00 & 97.00



JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: June 7, 2018

RE: County Council Report for CU 2129 Brian P. Lessard, Lessard Builders, Inc.

The Planning and Zoning Department received an application (CU 2129 Brian P. Lessard, Lessard Builders, Inc.) to allow for a Conditional Use to allow for mini-storage located on Argos Corner Rd. and Coastal Hwy. (Rt. 1). The Planning and Zoning Commission held a public hearing on May 24, 2018. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis, site plan, photos, exhibit booklet, comments from the Sussex Conservation District and the Sussex County Engineering Utility and Planning Division.

The Commission found James Fuqua, Attorney with Fuqua, Willard, Stevens and Schab, Brian Lessard, owner, Pat Ryan, with Ryan Architecture and Kevin Minnich, with Minnich Engineering were present on behalf of the application; that Mr. Fuqua stated the parcel of land contains 11 acres; that it is zoned GR and AR-1; that there are some residential lots to the south of the property; that Taylor Marine is across Argos Corner Road; that the site will utilize an on-site well with a tank for fire protection and on-site septic system; that DelDOT did not require a TIS; that DelDOT would except a contribution to the area wide study fee; that because the property is adjacent to Route 1 it is also subject to DelDOT's Corridor Capacity Preservation Program; that the entrance will be located off of Argos Corner Road; that there is 0.58 acres of non-tidal wetlands located in the south corner along Route 1 and it will be protected with a 25 foot buffer; that the stormwater management will be constructed in accordance to Sussex Conservation District regulations and will use Best Management Practices; that there will be 12 buildings of various size, all one story buildings and less than 15 feet in height; that two of the buildings will be climate controlled; that the climate controlled units will have interior access for climate control and sprinkler system for fire protection; that there will be one 40,000 gallon tank with a maximum height of 18 feet; that the area surrounding the buildings will be paved; that some of the paved area is for outdoor storage with a maximum 80 boats and RV's to be stored outside; that the site is near Jellystone Campground and it would be convenient for them; that Taylor Marine has outside storage; that the Applicant is requesting one freestanding lighted sign of 96 square feet (per side) as well as a 32 square foot sign (per side) at the entrance; that an office will be in the first building to allow for access to the storage area through a secured gate; that the storage area and stormwater pond will be fenced with black 6 foot chain link



fence; that the office will be opened seven days a week from 8:00 a.m. through 6:00 p.m.; that access to the climate controlled buildings will only be allowed during those hours; that there will only be one employee during office hours; that the non-climate controlled buildings, vehicle storage area will be accessible from 6:00 a.m. through 10:00 p.m.; that the facility will have a security system; that the lighting will be minimal and on a timer with the lighting turning off at 10:00 p.m.; that there will be no contractor or businesses at the facility; that will incorporate a 20 foot buffer along Route 1 per CHCOZ; that Mr. Lessard does own another facility near Lewes; that the population is increasing and is increasing the need for storage facilities; that this site is located less than two miles south of Milford and the new hospital; that the area is expected to experience growth; that this site is in character with the area and is needed; that it is an appropriate use of the site; and that the intent of the plan was to have A-frame type roof.

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

The Commission found that Chris Hitchens spoke in opposition to the application; and that Mr. Hitchens stated he was hoping they would leave the woods as a buffer to his back yard and neighbor's yard. Mr. Fuqua stated that he and his client will talk with Mr. Hitchens.

At the conclusion of the public hearings, the Commission discussed this application.

Motion by Ms. Stevenson, seconded by Mr. Wheatley, and carried unanimously to defer action for further consideration. Motion carried 5-0.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: May 16, 2018
RE: Staff Analysis for CU 2129 Brian P. Lessard, Lessard Builders, Inc

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2129 Brian P. Lessard, Lessard Builders, Inc to be reviewed during the May 24, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcels 230-7.00-95.00, 96.00 & 97.00 to allow for mini-storage buildings to be located at 22754 Argo's Corner Rd. The size of the properties is 10.75 ac. +/-.

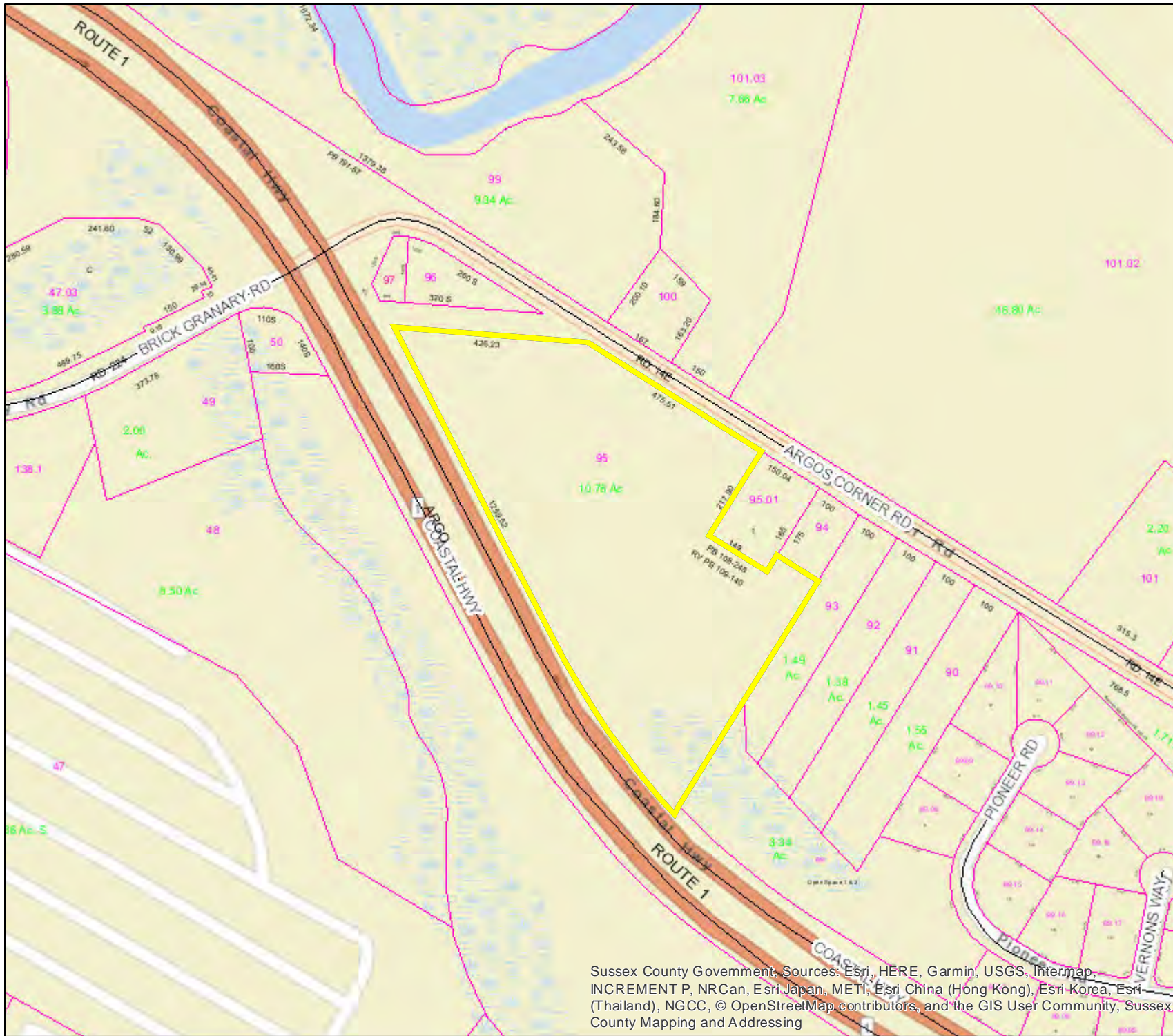
The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Highway Commercial Areas and Low Density Areas.

The surrounding land use to the north and east are Low Density Areas and Town Center Areas. The land use to the south and west are Low Density Areas and Mixed Residential Areas. The Highway Commercial Areas "include highway commercial corridors, shopping centers and other large commercial vicinities geared towards vehicular traffic. In addition to primary shopping destinations, this area would also be the appropriate place to locate hotels, motels. Car washes, auto dealerships, lumberyards and other larger scale commercial uses not primarily targeted to the residents of immediately adjacent residential areas."

The property is zoned GR (General Residential District) and AR-1 (Agricultural Residential District). The properties to the north and east are zoned AR-1 (Agricultural Residential District). The properties to the south are zoned AR-1 (Agricultural Residential District), GR (General Residential District) and B-1 (Neighborhood Business District). The properties to the west are zoned AR-1 (Agricultural Residential District), GR (General Residential District). There are no known Conditional Uses in the area.

Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for mini-storage buildings could be considered consistent with the land use, area zoning and uses.





Addresses / Parcels

▭ TaxParcels

Council Districts

▭ Fire Districts

▭ County District 01

▭ County District 02

▭ County District 03

▭ County District 04

▭ County District 05

▭ County Boundaries

Schools/Libraries

▭ School Buildings (Various)

▭ School Library

▭ Public Library

▭ Special Library

▭ DOE School Districts

▭ DOE VoTech School Districts

Hydrology

▭ Streams / Rivers

▭ Lakes, Ponds, Bays

Flood Zones

▭ 0.2% Annual Chance Flood Hazard

▭ A

▭ AE

▭ AO

▭ Open Water

▭ VE

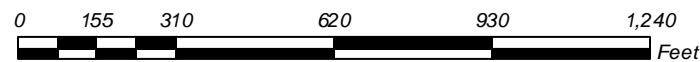
▭ Public Protected Lands

▭ Municipalities

▭ Communities

▭ Boundaries State County

Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing





Addresses / Parcels

- TaxParcels

Council Districts

- Fire Districts
- County District 01
- County District 02
- County District 03
- County District 04
- County District 05
- County Boundaries

Schools/Libraries

- School Buildings (Various)
- School Library
- Public Library
- Special Library
- DOE School Districts
- DOE VoTech School Districts

Hydrology

- Streams / Rivers
- Lakes, Ponds, Bays

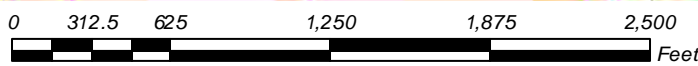
Flood Zones

- 0.2% Annual Chance Flood Hazard
- A
- AE
- AO
- Open Water
- VE
- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

Sussex County, Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing



Sussex County Map





Addresses / Parcels

□ TaxParcels

Council Districts

□ Fire Districts

□ County District 01

□ County District 02

□ County District 03

□ County District 04

□ County District 05

□ County Boundaries

Schools/Libraries

▬ School Buildings (Various)

▬ School Library

▬ Public Library

▬ Special Library

▬ DOE School Districts

▬ DOE VoTech School Districts

Hydrology

▬ Streams / Rivers

▬ Lakes, Ponds, Bays

Flood Zones

▬ 0.2% Annual Chance Flood Hazard

▬ A

▬ AE

▬ AO

▬ Open Water

▬ VE

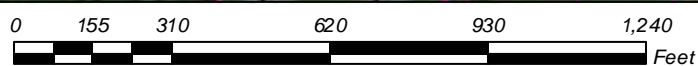
▬ Public Protected Lands

▬ Municipalities

▬ Communities

▬ Boundaries State County

Sussex County Government, Sussex County Mapping and Addressing, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Introduced 1/23/18

Council District No. 3 – Burton

Tax I.D. No. 230-7.00-95.00, 96.00, and 97.00

911 Address: 22754 Argos Corner Road, Lincoln

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MINI-STORAGE BUILDINGS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS

WHEREAS, on the 11th day of January 2018, a conditional use application, denominated Conditional Use No. 2129, was filed on behalf of Brian P. Lessard, Lessard Builders, Inc.; and

WHEREAS, on the ____ day of _____ 2018, 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. 2129 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2129 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 Cedar Creek Hundred, Sussex County, Delaware, and lying at the southeast corner of Argos Corner Road and Coastal Highway (Route 1), and being more particularly described per the attached legal descriptions, said parcels containing 11.70 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.



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Chesapeake Conservancy

PROJECT NAME: Oyster House

FEDERAL TAX ID: 26-2271377 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: Chesapeake Conservancy conserves and restores landscapes, rivers and special places in the Chesapeake Bay, and expands access to the Captain John Smith Chesapeake National Historic Trail using innovative models of collaboration and technology.

ADDRESS: 716 Giddings Ave.
Suite 42
Annapolis MD 21401
(CITY) (STATE) (ZIP)

CONTACT PERSON: Melissa Ehrenreich

TITLE: Director of Development

PHONE: 4434829083 EMAIL: mehrenreich@chesapeakeconservancy.org

TOTAL FUNDING REQUEST: \$5,000

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? _____

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 1%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
216,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

See attached letter

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

See attached letter

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	227,575.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Acquisition	-\$ 232,575.00
TOTAL EXPENDITURES	-\$ 232,575.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 5,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Chesapeake Conservancy agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.


SECTION 5: STATEMENT OF ASSURANCES (continued)


- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official


Witness



Date


Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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Marc Bunting
Alpine Food Service Solutions

Jane Danowitz
The Pew Charitable Trusts

Leslie Delagran
World Wildlife Fund

Joel E. Dunn | President & CEO
Chesapeake Conservancy

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District Photo, Ret.

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Gartman PR

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Jeffery More
The Alpine Group

John G. Neely
Neely • German Financial

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Richard Scobey
World Cocoa Foundation

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Molly Ward
Former Virginia Secretary of Natural Resources

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Environmental Stewardship Strategies

September 14, 2018

The Honorable Michael H. Vincent
President, Sussex County Council
2 The Circle
PO Box 589
Georgetown, DE 19947

Email: mvincent@sussexcountytde.gov

Dear Mike,

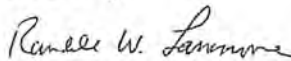
It was great seeing you on September 30 and I was delighted that everyone at the meeting was enthusiastic about the "Oyster House" project. As we all agreed, it could have a tremendous economic and social impact on Seaford.

At your direction and on behalf of the Chesapeake Conservancy, we formally request a \$5,000 grant from the Sussex County Council to support a high level-planning project. Based on your agreement to fund this in your conversation with Charles Anderson earlier today, Friday, September 14, 2018, Chesapeake Conservancy will engage Mark Chura of the Horizon Philanthropic Services (HPS) of Lewes, DE as a long-range planning contractor to begin work on the project immediately. HPS will conduct a conceptual design and outreach services for potential funding for a Seaford, Delaware trailhead and access point to the Captain John Smith Chesapeake National Historic Trail and Nanticoke River Corridor. This work will be done in consultation with local, nonprofit, and state partners and, especially, the National Park Service.

Chesapeake Conservancy has agreed to serve as the fiduciary manager for the \$5,000 County discretionary grant and is a 501 (c)(3) organization (Tax ID:26-2271377). The Conservancy will spend the money entirely in Sussex County by hiring HPS, and possibly other Sussex county firms, to complete the planning for this project.

I, and Joel Dunn, President and CEO of the Chesapeake Conservancy, look forward to working with you as we make this project a reality.

Sincerely,



Randall W. Larrimore
Board Member



Joel E. Dunn
President & CEO

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

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

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

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

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

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

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

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

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

Applicant/Authorized Official

Witness

Title

Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Clothing Our Kids**

PROJECT NAME: **Clothe a Child Program**

FEDERAL TAX ID: **45-4382079** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The mission of COK is to improve the lives of at risk elementary school children by providing them with appropriate school clothing. In Sussex County many children do not have essential school clothing which has a direct negative impact on their self-esteem, their school attendance, their ability to learn, and can lead to bullying. While we are unable to solve all the problems of this community it is our goal to help these children have an equal start in their early education and help them to become successful students.

ADDRESS: **26582 John J Williams Highway**

Suite 2

Millsboro DE 19966

(CITY) (STATE) (ZIP)

CONTACT PERSON: **Deborah Putt**

TITLE: **Grant Writer**

PHONE: **610-659-9955** EMAIL: **debputt1@gmail.com**

TOTAL FUNDING REQUEST: \$2,000.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? **4,775.00**

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? **2%**

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
3,900

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The purpose of the "Clothe a Child Program" is to provide appropriate school clothing to needy children in Sussex County. We never want to have to say "no" to an underprivileged child because of lack of resources.

The program description: COK strives to improve the lives of underprivileged children (Pre K-5th) and we want to continue to provide appropriate school clothing for less fortunate children attending public schools in Sussex County. This year our goal is to provide clothing to over 4,000 needy children in our community. COK packages contain three new boys and girls school outfits including under garments, shoes, socks, and a seasonal coat as needed. We also provide clothing to children on an "as needed" basis in the event of emergency situations when contacted by firemen or police.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

N/A

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	77,500.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Operating Costs (rent, supplies, utilities, phone and mailing services)	-\$ 24,800.00
Clothing Purchases	-\$ 66,000.00
Insurance	-\$ 2,200.00
TOTAL EXPENDITURES	-\$ 93,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 15,500.00

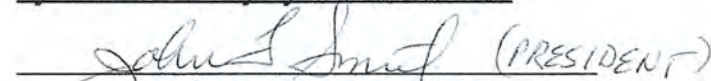
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Clothing Our Kids agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

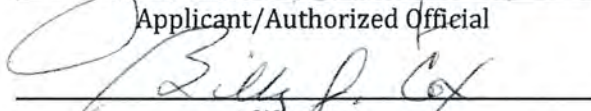
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**


Applicant/Authorized Official

September 18, 2018

Date


Witness

September 18, 2018

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

JS

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

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

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

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

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

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

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

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

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

John L. Smith (PRESIDENT)
Applicant/Authorized Official

PRESIDENT
Title

Bill P. Cox
Witness

9/18/18
Date

*Vingent
9/25/18*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: MARINE CORPS LEAGUE, DELAWARE DEVIL DOGS DETACHMENT, #780

PROJECT NAME: 243 RD MCL MARINE CORPS BIRTHDAY BALL

FEDERAL TAX ID: 46-4606352 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: VETERANS ORGANIZATION FOUNDED IN 1923 TO PERPETUATE THE TRADITIONS AND SPIRIT OF ALL MARINES WHO PROBABLY WEAR OR HAVE WORN THE EAGLE, GLOBE & ANCHOR INSIGNIA OF THE USMC. THE COMMON QUALITY AMONG ALL MARINES IS EMBODIED BY ITS MOTTO "SEMPER FIDELIS" - ALWAYS FAITHFUL.

ADDRESS: DE DEVIL DOGS DETACHMENT, #780
P.O. BOX 1476
SEAFORD DE 19973
(CITY) (STATE) (ZIP)

THE MCL DETACHMENT WAS CHARTERED IN JUNE, 1991.

CONTACT PERSON: DIANE GEORGE

TITLE: PAYMASTER

PHONE: (302) 629-2225 EMAIL: DGEORGE53@COMCAST.NET

TOTAL FUNDING REQUEST: \$ 500.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? ANNUAL GOLF TOURNAMENT \$ 600.00

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? N/A YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 15%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

4,500

SECTION 3: PROGRAM SCOPE

A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

THE MCL DETACHMENT'S ANNUAL MARINE CORPS BIRTHDAY BALL HELPS TO SUPPORT THE FOLLOWING SUSSEX COUNTY GROUPS. SEE MORE DETAILS IN THE ATTACHED PACKET OF MATERIALS.

1. DE VETERANS TRUST FUND.
2. MARINE CORPS RESERVE TOYS 4 TOTS FOUNDATION.
3. EAGLE SCOUTS COURTS OF HONOR
4. SCHOLARSHIPS FOR HIGH SCHOOL JROTC CADETS
5. VARIOUS LOCAL COMMUNITY FESTIVALS

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

N/A

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	# <i>PROJECTED</i>
TOTAL REVENUES	<i>7,200.00</i>
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
<i>PROJECTED</i>	<i>\$ 3,000.00</i>
TOTAL EXPENDITURES	\$ 0.00
<i>Profit</i> TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	<i>\$ 4,200.00</i> \$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the *MCL DE VERIL DOGS* agrees that:

(Name of Organization)

DEPARTMENT # 780

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

CHARLES H. LANDON — DE DEVIL DOGS DETACHMENT,
PAST COMMANDER #780

Applicant/Authorized Official Date
9/20/18

Susan Webb

Witness Date
9-20-18

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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



DELAWARE DEVIL DOGS • DETACHMENT 780

Commandant

David L. Jacobs
Millsboro, DE 19966
302.245.4958

davej775@hotmail.com

Sr. Vice Commandant

Nikales C. Joseph
Seaford, DE 19973
302.396.0890

nikcj1995@gmail.com

Jr. Vice Commandant

Anne O. Kennedy
Bridgeville, DE 19933
302.956.6914

styxair@gmail.com

Judge Advocate

Gilbert D. Morris
Seaford, DE 19973
302.628.8815

morr616@aol.com

Adjutant

A. Noble Callaway, III
Bridgeville, DE 19933
302.337.8161

mncallaway@aol.com

Paymaster

Diane L. George
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302.629.2225

dgeorge53@comcast.net

Chaplain

Robert R. Ellingsworth
Seaford, DE 19973
302.629.2167

ebe_1943@yahoo.com

Sergeant-At Arms

David C. Buck
Harrington, DE 19952
302.382.0088

bucksterk@comcast.net

Jr. Past Commandant

William (Mike) Fleetwood
Millsboro, DE 19966
302.228.4856

mikefleetwood@verizon.net

Meetings

First Thursday—1830
VFW Virgil Wilson Post 4961
9767 Middleford Road
Seaford, DE 19973

Dear Sir/Madam:

Thank you for your kind consideration regarding a \$500 Platinum Sponsorship for our Detachment's 243rd Marine Corps Birthday Ball. This year's Ball kicks off with a social hour at 5:00 PM on Saturday, 10 November 2018 at the Heritage Shores Clubhouse, 1 Heritage Shores Circle, in Bridgeville, DE.

Your decision to become a Platinum Sponsor will greatly assist the DE Devil Dogs Detachment in continuing its volunteer work in Western Sussex County, to include.

- Marine Toys for Tots Foundation
- Eagle Scout Court of Honor
- Woodbridge High School Marine Corps JROTC
- Various County charitable activities
- Marine Corps and Navy JROTC Cadet Scholarships

Semper Fidelis (Always Faithful),

David L. Jacobs

David L. Jacobs
Commandant



Commandant

David L. Jacobs
Millsboro, DE 19966
302.245.4958

davej775@hotmail.com

Sr. Vice Commandant

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Seaford, DE 19973

DELAWARE DEVIL DOGS • DETACHMENT 780

BENEFITS OF PLATINUM SPONSORSHIP

- Two (2) Birthday Ball tickets (\$90.00 value);
- Organization featured in the Power Point presentation during the Ball;
- Organization name recognition throughout the ballroom;
- Organization name listed on the Platinum sponsorship page in the Ball's program booklet;
- Name posted on the Detachment's website for one (1) year beginning 1 January 2019;
- Two (2) Tee box signs for the Detachment's Annual Golf Tournament to be played at Heritage Shores in Bridgeville on Friday, 31 May 2019.

The DE Devil Dogs Detachment of the Marine Corps League supports the following organizations and events, and your contribution makes it possible:

MARINE TOYS FOR TOTS FOUNDATION



Marine Corps League Detachments in nearly every community in the country take part annually in the United States Marine Corps Reserve Toys For Tots campaign to raise funds, collect and distribute toys to needy children. In communities where there is an existing Marine Corps Reserve Unit, the League works hand-in-hand supporting their campaign. In communities where there is no Marine Corps Reserve Unit, such as Sussex County, the League takes the lead, ensuring a successful campaign.



EAGLE SCOUT COURT OF HONOR

The Marine Corps League presents the "Good Citizenship Award" to those scouts that obtain the highest rank in the Boy Scouts of America, that being EAGLE SCOUT. All Delaware MCL Detachments participate in the Eagle Scout Court of Honor ceremony to recognize those scouts who have fulfilled the requirements to be awarded the Eagle Scout Badge and Ribbon. Participating in the Sussex County ceremonies allow the DE Devil Dogs Detachment the opportunity to make the Eagle Scout aware he is held in the "highest regard" by the Marine Corps League and the United States Marine Corps.

WOODBIDGE HIGH SCHOOL MARINE CORPS JROTC



Woodbridge High School Marine Corps Junior Reserve Officer Training Corps (MCJROTC) is an educational program founded on the leadership principles of the United States Marine Corps. Students who choose to join the Woodbridge MCJROTC learn history, traditions, customs and courtesies of the Marine Corps and earn the privilege to wear the same uniform worn by United States Marines. Students learn the importance of leadership, civic service, community service and are expected to follow Marine Corps ethics, morals and values. Scholarships are given to two outstanding Cadets each school year.

DONATION TO and PARTICIPATION IN COMMUNITY EVENTS



- Cory Palmer Golf Tournament
- Trinity Foundation Golf Tournament
- Olde Tymers Softball Golf Tournament
- Veterans Trust Fund 5K Run
- Seaford High School Navy JROTC Scholarship
- Seaford Riverfest
- Bridgeville Apple Scrapple Festival
- Various Color Guard flag raising ceremonies

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

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

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

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

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

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

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

DE DEVIL DOGS DETACHMENT, #78, MARINE CORPS LEAGUE
CHARLES H. LANDOR PAST COMMANDANT
[Signature]

Applicant/Authorized Official

Title

Susan Webb

9-20-18

Witness

Date

Vincent



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Bridgeville Apple Scrapple Festival Inc.

PROJECT NAME: Apple Scrapple Festival

FEDERAL TAX ID: 51-0399198 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: To promote tourism and highlight agri-business in Western Sussex County.

ADDRESS: P.O. Box 206

Bridgeville Delaware 19933
(CITY) (STATE) (ZIP)

CONTACT PERSON: Karen Johnson

TITLE: Executive Chair

PHONE: 302-245-2038 EMAIL: kjohnsonasf@yahoo.com

TOTAL FUNDING REQUEST: 3000.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? N/A

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 12%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
20,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Each year the Apple Scrapple Festival is coordinated to promote agri-business and tourism in Western Sussex County. An open-air street festival that provides fundraising opportunities to local organizations to raise needed monies and commerce opportunities to the hundreds of vendors that participate. The festival provides free parking, free bus service and free entertainment to all that attend. Providing these free services encourages attendance at the festival; ensuring all organizations and businesses benefit from the festival. Sponsorship funds are crucial to offset the cost of these important free services. Our festival has grown into an Eastern Shore tradition and DELDOT estimates between 20,000 and 25,000 in Bridgeville/Sussex County during our festival. The Apple Scrapple Festival is handicapped accessible; with three parking lot areas and 2 buses available throughout the entire day. Additionally, twelve buses are contracted to transport festival attendees from the north and south parking lots. We are requesting funding to offset the cost of advertising, bus service, and entertainment.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	25,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Advertising	-\$ 12,000.00
Entertainment (Audio, stage, acts)	-\$ 11,000.00
Bus Service	-\$ 5,000.00
TOTAL EXPENDITURES	-\$ 28,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 3,000.00

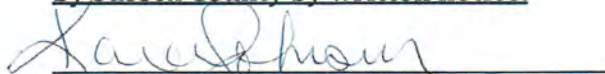
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Bridgeville Apple Scrapple Festival, Inc. agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

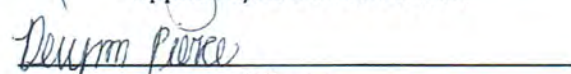
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official

9/21/18
Date



Witness

9/21/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

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

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

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

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

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

Applicant/Authorized Official

Witness

Title

Date

Vincert
9-24-18

To Be Introduced 10/02/18

Council District No. 3 – Burton

Tax I.D. No. 234-11.00-78.07

911 Address: 30435 Hollymount Road, Harbeson

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.26 ACRES, MORE OR LESS

WHEREAS, on the 18th day of September 2018, a conditional use application, denominated Conditional Use No. 2157, was filed on behalf of Country Lawn Care & Maintenance, LLC (c/o Gerald and Stephania Dougherty); and

WHEREAS, on the ____ day of _____ 2018, 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. 2157 be _____; and

WHEREAS, on the ____ day of _____ 2018, 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. 2157 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 Indian River Hundred, Sussex County, Delaware, and lying on the north side of Hollymount Road, approximately 0.42 mile east of Beaver Dam Road, and being more particularly described in the attached deed prepared by Schab & Barnett, P.A., said parcel containing 4.26 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.