



Sussex County Council Public/Media Packet

**MEETING:
October 3, 2017**

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**Sussex County Council
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Georgetown, DE 19947
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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 3, 2017

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

1. Wastewater Agreement No. 638-14
Sussex County Project No. 81-04
The Estuary – Phase 1C – 2A (Construction Record)
Miller Creek Sanitary Sewer District
2. Wastewater Agreement No. 1057
Sussex County Project No. 81-04
Carillon Woods
Long Neck Sanitary Sewer District
3. Wastewater Agreement No. 638-12
Sussex County Project No. 81-04
The Estuary – Pump Station & Force Main
Miller Creek Sanitary Sewer District
4. Wastewater Agreement No. 1015-3
Sussex County Project No. 81-04
Americana Bayside – Village C – Phase 2 (Plan Review)
Fenwick Island Sanitary Sewer District



5. **Wastewater Agreement No. 1015-4
Sussex County Project No. 81-04
Americana Bayside – Village C – Point Amenity
Fenwick Island Sanitary Sewer District**

Todd Lawson, County Administrator

1. **Administrator's Report**

Vince Robertson, Assistant County Attorney

1. **Discussion and Possible Introduction of a Proposed Ordinance relating to special events**

10:15 a.m. Public Hearing

Tuck's Road Expansion of the Sussex County Unified Sanitary Sewer District

Chris Keeler, Director of Assessment

1. **Presentation on RV Park Assessment**

Jim Hickin, Airport Manager

1. **Hangar Lease – Bob Blouin**

Janelle Cornwell, Planning and Zoning Director

1. **Request to withdraw Conditional Use No. 2091 filed on behalf of William Hall**

Hans Medlarz, County Engineer

1. **Request for Proposals (RFP) for Vehicle Purchases**
2. **Blades Construction Agreement**

John Ashman, Director of Utility Planning

1. **Use of Existing Infrastructure Agreement – Marsh Farm Estates**
2. **Use of Existing Infrastructure Agreement – Sussex Consortium School**
3. **Proposed Resolution declaring the Winding Creek Village Water District**

Grant Requests

1. **Milton Fire Department for parade expenses**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

Conditional Use No. 2099 filed on behalf of Richard and Dawn Jamison

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WEDDING VENUE WITHIN AN EXISTING BARN ON APPROXIMATELY 2 ACRES AROUND THE BARN TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 49.12 ACRES, MORE OR LESS” (located on the north side of Woodpecker Road, approximately 600 feet east of Green Briar Road (Tax I.D. No. 531-12.00-92.00 (portion of) (911 Address: 4647 Woodpecker Road, Seaford)

Conditional Use No. 2104 filed on behalf of Grace-N-Mercy Ministries, Inc.

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY ON A HALF ACRE OF THE 9.8 ACRES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 9.98 ACRES, MORE OR LESS” (located at the southeast corner of Woodyard Road and Sussex Highway (Route 13) (Tax I.D. No. 530-5.00-40.05) (911 Address: None Available)

Change of Zone No. 1826 filed on behalf of JKJ Properties, LLC

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-1 GENERAL COMMERCIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 4.62 ACRES, MORE OR LESS, OF A 15.94 ACRE PARCEL” (Change of Zone No. 1826) filed on behalf of JKJ Properties, LLC (Tax I.D. No. 131-6.00-11.00 (portion of) (911 Address: None Available)

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on September 26, 2017, at 4:40 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 26, 2017

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, September 26, 2017, 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 474 17
Approve
Agenda**

A Motion was made by Mr. Wilson, seconded by Mr. Cole, to approve the agenda, as posted.

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 19, 2017, were approved by consent.

**Corre-
spondence**

Mr. Moore read the following correspondence:

CHEER, INC., GEORGETOWN, DELAWARE.

RE: Letter in appreciation of donation in support of their organization and annual car show.

**Public
Comments**

Public Comments

Dan Kramer commented on the proposed installation of a metal detector in the County Administrative Offices building.

**U of D
Cooperative
Extension
Programs**

Mark Isaacs, Director, University of Delaware Carvel Research and Education Center, thanked Council for its continued support of all the programs at the Carvel Research and Education Center. Dr. Isaacs gave an overview of how the County's funding is used by the Center in Sussex County: Extension Programs, Family Consumer Sciences, Production Agriculture

**U of D
Cooperative
Extension
Programs
(continued)**

Programs, Lasher Lab Poultry Research, Crop Programs, and Safety Programs, as well as the Internship Program which was first funded by Sussex County last year. A video was shown of Sussex County interns Parker O'Day and Spencer Murray thanking Council for their support of the Internship Program and the opportunity they were provided to participate. The Council presented a check to Dr. Isaacs for the University of Delaware Carvel Research and Education Center. Dr. Isaacs noted that all funds are used in Sussex County to support the agricultural community.

**Consent
Agenda**

Mr. Vincent presented the items listed under the Consent Agenda for Council's consideration.

**M 475 17
Approve
Consent
Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve the following items listed under the Consent Agenda:

**Wastewater Agreement No. 952-1
Sussex County Project No. 81-04
Sussex West – Phase 2
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Wastewater Agreement No. 623-4
Sussex County Project No. 81-04
The Solitude on Whites Creek – Phase 1
Millville Expansion of the Bethany Beach Sanitary Sewer District**

**Wastewater Agreement No. 446-8
Sussex County Project No. 81-04
Hopkins-Pettyjohn Subdivision (aka Red Mill Pond North) – Phase 6
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Wastewater Agreement No. 1067
Sussex County Project No. 81-04
Americana Bayside – Phase 13
Fenwick Island Sanitary Sewer District**

**Wastewater Agreement No. 1027-2
Sussex County Project No. 81-04
Silverwoods – Force Main
Miller Creek Sanitary Sewer District**

**Wastewater Agreement No. 685-5
Sussex County Project No. 81-04
Overlook (aka Bayville Pointe), Phase 4
Fenwick Island Sanitary Sewer District**

Motion Adopted: 5 Yeas.

**M 475 17
(continued)**

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

**Public
Interview**

The Council conducted a public interview for Board of Adjustment nominee Bruce Mears.

**M 476 17
Approve
Appointment/
Board of
Adjustment/
Bruce
Mears**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, that the Sussex County Council approves the appointment of Bruce Mears to the Sussex County Board of Adjustment, effective immediately, until such time as the term expires in June 2020.

Motion Adopted: 5 Yeas.

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

Mr. Mears will be the District 4 appointment, replacing retiring Board of Adjustment member Norman “Bud” Rickard.

**Sussex
Sports
Center
Founda-
tion
Presenta-
tion**

Mr. Lawson reported that the County has been approached by a nonprofit foundation, the Sussex Sports Center Foundation, seeking the County’s support with its pursuit of constructing a sports facility for County residents and visitors to be located just outside the Town of Georgetown (but within Town limits) on Sand Hill Road. Mr. Lawson introduced Zac Crouch, Joe Schell, and Bobby Horsey for a presentation on the proposal for the Sussex Sports Center complex.

An overview of the project, which will consist of playing fields for soccer, lacrosse, field hockey, and informal touch football games, pickleball courts, walking trails designed to also serve as a cross country course for high school and middle school competition, a picnic area, and playground equipment for younger children, was provided. It was noted that Sussex County lacks a recreation center on this scale despite the fact that there is a growing demand from a rapidly growing population of both young families and recent retirees. The plan is to locate the facility towards the middle of the County so youth sports clubs and citizens throughout Sussex County will have a convenient place to exercise, socialize, practice, hold games, and host tournaments with clubs from the mid-Atlantic region. The Sussex County facility will focus on providing a variety of amenities for the recreational use of Sussex County residents and visitors of all ages.

The permitting, design, and construction phases of the project, timeframe for completion, and financing were discussed.

The foundation is proposing a public/private partnership with the County and is asking the County to provide \$1.5 million in financial support for the

Sussex
Sports
Center
Founda-
tion
Presenta-
tion
(continued)

\$4 million project, with the option to eventually take over ownership of the athletic and recreation complex. Of that \$4 million, \$250,000 will be used to purchase two parcels of land for improvements to the intersection at Route 9 and Sand Hill Road, which will be beneficial to the entire County, and \$350,000 will be set aside for a reserve fund. The agreement to provide financial support by the Sussex County Council is an important prerequisite to fundraising from the State of Delaware, Town of Georgetown, and the private sector (private foundations, businesses, and individuals).

Questions were raised by Council concerning parking, intersection improvements, the pickleball courts, use of the facility for tournaments, possible phasing of the project, impact on existing clubs, and County budget funding.

Council would like to receive feedback from the public on this multi-million-dollar project as they consider the foundation's proposal. To that end, information will be provided on the County's website as to how members of the public can offer comment; namely, by email, in writing (mailed to the Sussex County Council), or by providing testimony in person at the start of any scheduled County Council meeting (limited to three minutes per person).

Adminis-
trator'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.sussexcountyde.gov/pay-your-bill>.

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

2. Sussex County Comprehensive Land Use Plan Workshop

The Sussex County Planning & Zoning Commission will host the next workshop on the Comprehensive Land Use Plan on Wednesday, September 27, 2017. Updates will be provided on the Intergovernmental Coordination Housing, Transportation, and Future Land Use Elements.

Administrator's Report (continued)

The workshop begins at 9:00 a.m. and will take place in the County Council Chambers located on The Circle in Georgetown. The agenda is attached, and public comment will be taken at the beginning of the meeting.

3. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for August 2017 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 190 troopers assigned to Sussex County for the month of August.

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

Healthcare Provider Agreement/DTCC

Robbie Murray, EMS Deputy Director of Operations, presented for Council's consideration a Healthcare Provider Agreement with Delaware Technical Community College (DTCC). Mr. Murray explained that during September of 2015, staff of DTCC contacted Sussex County EMS staff to gauge their interest in allowing nursing students the opportunity to spend one clinical rotation accompanying Sussex County paramedics, which has proven to be a success for both organizations. Nursing students have shadowed paramedics at special events and during their regular shifts at paramedic stations throughout the County. The Healthcare Provider Agreement is required by DTCC as part of their accreditation process.

M 477 17 Execute Healthcare Provider Agreement/DTCC

A Motion was made by Mr. Arlett, seconded by Mr. Cole, that the Sussex County Council execute the Healthcare Provider Agreement with Delaware Technical Community College Nursing Department which will allow their healthcare students the opportunity to participate in clinical rotations with Sussex County EMS.

Motion Adopted: 5 Yeas.

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

Aeronautical Obstruction Removal/Bid Results

Jim Hickin, Director of Airport and Industrial Park, presented bid results for Project No. 18-01, Aeronautical Obstruction Removal. Mr. Hickin reported that the project will address obstructions that have been identified through an aeronautical survey conducted by the FAA approximately a year ago which are critical to the future of the Sussex County Airport.

One bid was received for the project from Strobert Tree Services in the base bid amount of \$65,810.00. Mr. Hickin advised that the project will consist of cutting six areas of trees totaling five acres and nearly 50 isolated,

**Bid Results
(continued)**

individual trees. Three of the six areas are south of Park Avenue and three are along the railroad tracks near Sports at the Beach. Individual trees are all south of Park Avenue, spread over a wide area. The Engineering Department recommends award of the project to Strobert Tree Services in the base bid amount of \$65,810.00.

**M 478 17
Award
Bid/
Aeronau-
tical
Obstruction
Removal**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that the base bid for Contract 18-01, Aeronautical Obstruction Removal, be awarded to Strobert Tree Services of Wilmington, Delaware, for a total amount of \$65,810.00.

Motion Adopted: 4 Yeas; 1 Nay.

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

**Report on
Receipt of
Additional
Information/
CU 2075**

Janelle Cornwell, Planning and Zoning Director, reported on Conditional Use No. 2075 filed on behalf of Burton's Pond, LLC (Burton's Pond Section II), including the Planning and Zoning Commission's recommendation of approval. The County Council held a Public Hearing on this application on June 13, 2017, at which time action was deferred to request additional information from DelDOT regarding the timing of (schedule for) a traffic signal at the Sloan Road intersection.

Ms. Cornwell stated that DelDOT advised that signals are not installed until they are justified through a Signal Justification Study that evaluates national and localized thresholds provided in the Manual on Uniform Traffic Control Devices (MUTCD).

Mr. Moore advised that the application will need to be placed on a future Council agenda for action.

**Request
for Time
Extension/
CZ 1747**

Janelle Cornwell, Planning and Zoning Director, reported on a time extension request for Change of Zone No. 1747 filed on behalf of Oceanside Vista (fka The Preserve at Cedar Landing). The Change of Zone was granted approval by the Council on July 22, 2014, for a MR-RPC for the construction of 45 single-family dwellings. Ms. Cornwell reported that the application meets the qualifications for a six-month time extension so that the project can proceed with construction and establishing that they have the project substantially underway prior to the termination of the six-month time extension, if granted.

At the meeting on September 19, 2017, Council deferred action on the time extension request for one week to receive additional information regarding the timeframe of submissions to the Sussex Conservation District.

Ms. Cornwell reported that the Applicant has been working on obtaining approval for stormwater management for approximately three years, and

**Request/
CZ 1747
(continued)** that approval was received from the Sussex Conservation District on September 15, 2017. It is the recommendation of the Planning and Zoning Director that the time extension be granted.

**M 479 17
Approve
Time
Extension/
CZ 1747** A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Planning and Zoning Director, that the Sussex County Council approves a one-time six-month time extension, until March 11, 2018, for Change of Zone No. 1747 filed on behalf of Oceanside Vista (fka The Preserve at Cedar Landing).

Motion Adopted: 5 Yeas.

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

**Old
Business/
CU 2085** The Council considered Conditional Use No. 2085 filed on behalf of Land and Marketing Corporation.

The Planning and Zoning Commission held a Public Hearing on this application on July 13, 2017, at which time action was deferred; on July 27, 2017, the Commission recommended that the application be approved with conditions.

(See the minutes of the Planning and Zoning Commission dated July 13 and July 27, 2017.)

Janelle Cornwell, Planning and Zoning Director, reported that the County Council held a Public Hearing on this application on August 22, 2017, at which time action was deferred for the purpose of receiving a response to a sewer capacity question (submitted to the Sussex County Engineering Department), with the record remaining open for a period of ten days for a written response; and further, once the written response is received, the record will remain open for a period of one week for the Applicant to have the opportunity to respond.

Ms. Cornwell stated that a response was received from the Engineering Department indicating the Department has been permitting additional capacity to projects within the County.

Mr. Moore read the title of the Proposed Ordinance.

**M 480 17
Adopt
Ordinance
No. 2519/
CU 2085** A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2519 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 4.16

**M 480 17
(continued)**

ACRES, MORE OR LESS” (Conditional Use No. 2085) filed on behalf of Land and Marketing Corporation with the following conditions:

- A. The maximum number of residential units shall be 19.**
- B. All entrances, intersection, roadways and multi-modal improvements shall be completed by the Developer in accordance with all DelDOT requirements.**
- C. The project shall be served by Sussex County sewer. The Developer shall comply with all Sussex County Department requirements, including any offsite upgrades necessary to provide service to the project.**
- D. The project shall be served by central water to provide drinking water and fire protection.**
- E. The Applicant shall submit as part of the Final Site Plan a landscape plan showing the proposed tree and shrub landscape design, including any buffer areas.**
- F. All construction and site work on the properties, including deliveries of materials to or from the property, shall only occur between 7:00 a.m. and 6:00 p.m. Monday through Saturday.**
- G. Street naming and addressing shall be subject to the review and approval of the Sussex County Mapping and Addressing Department.**
- H. The Applicant shall form a homeowners’ or condominium association responsible for the perpetual maintenance of the streets, road, any buffers or landscaping, stormwater management facilities, erosion and sediment control facilities, and other common elements.**
- I. The stormwater management system shall meet or exceed the requirements of the State and County. It shall be constructed and maintained using Best Management Practices.**
- J. The Final Site Plan shall contain the approval of the Sussex County Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.**
- K. The Final Site Plan shall be subject to review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 4 Yeas; 1 Absent.

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

**Lewes
Board of
Public
Works
Construc-
tion
Agreement**

Hans Medlarz, County Engineer, referenced a September 20, 2016, agreement with the Lewes Board of Public Works (BPW) for wastewater treatment and disposal. As part of the agreement approval, the Board requested to utilize George, Miles & Buhr, Inc., the Board’s Engineer of Record, for the design of any transmission improvements along Gills Neck Road on a reimbursement basis. In addition, the Engineering Department proposed implementation of said transmission improvements via the General Labor & Equipment Contract. Council concurred in both requests.

Lewes Board of Public Works Construction Agreement (continued)

On August 29, 2017, the Engineering Department presented the Lewes Board of Public Works' request to conduct the Phase 1C and 1B(2) work as part of the County's Gills Neck Road project, as well as Scope Modification Change Order No. 6 to the General Labor & Equipment Contract. Council approved both requests; however, the assistance request was contingent upon approval of a subsequent Construction Agreement by both parties.

The Lewes Board of Public Works approved the Construction Agreement on September 19, 2017, without further modifications. The Board further requested that the contractor add the Lewes Board of Public Works as an additional insured. The Engineering Department is requesting approval of the Construction Agreement and concurrence in the request for the additional insurance from the contractor.

M 481 17 Approve Lewes Board of Public Works Construction Agreement

A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, that Council approve the Construction Agreement with the Lewes Board of Public Works as presented, and authorizes the Engineering Department to request the addition of the Lewes Board of Public Works as an additional insured from the General Labor & Equipment Contractor.

Motion Adopted: 5 Yeas.

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

Request to Prepare and Post Notices

John Ashman, Director of Utility Planning, presented a request to prepare and post notices for the Pratt Expansion of the Sussex County Unified Sanitary Sewer District (Bay View Estates Area). The Engineering Department received a request from the property owner of Parcel 533-19.00-56.00 who is interested in having the County extend the boundary. Mr. Ashman reported that the parcel is adjacent to a County sewer district, and the Engineering Department has planned capacity for the parcel. A lateral was installed for the parcel as part of a previous project in the area. The project will be responsible for system connection charges in place at the time of connection.

M 482 17 Post Notices/Pratt Expansion

A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Engineering Department is authorized to prepare and post notices for the Pratt Expansion of the Sussex County Unified Sanitary Sewer District (Bay View Estates Area), Parcel 533-19.00-56.00, as presented.

Motion Adopted: 5 Yeas.

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

- Grant** **Mrs. Jennings presented a grant request for the Council’s consideration.**
- M 483 17** **A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to give**
Countywide **\$2,500.00 from Countywide Youth Grants to the Georgetown Little League**
Youth **for a sign to be erected at the little league park honoring the Delaware**
Grant **District III Girls’ Softball Team upon winning the 2017 Senior League**
 World Series title and for other costs.
- WITH-**
DRAWN **The Motion and Second were withdrawn.**
- Action** **Action was deferred on the request from the Georgetown Little League to**
Deferred **allow Mrs. Jennings to obtain a breakdown on the cost of the sign and other**
 costs.
- Council** **Council Members’ Comments**
Members’
Comments **Mr. Arlett commented on an email received from Heron Bay regarding**
 concerns of the homeowners. Mr. Lawson stated that the Engineering
 Department is addressing those concerns and a report will be forthcoming.
- Mr. Arlett commented on public testimony received on this date regarding**
 proposed security screening for the County Administrative Offices building
 and Title 9 as it pertains to said screening.
- M 484 17** **At 12:26 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Burton,**
Recess **to recess until 1:30 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
- M 485 17** **At 1:38 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Arlett, to**
Reconvene **reconvene.**
- Motion Adopted: 5 Yeas.**
- Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;**
 Mr. Wilson, Yea; Mr. Cole, Yea;
 Mr. Vincent, Yea
- Rules** **Mr. Moore read the Rules of Procedure for public hearings.**
- Public** **A Public Hearing was held on the Proposed Ordinance entitled “AN**
Hearing/ **ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN**
CU 2092 **AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PRODUCE**
 STAND TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING

**Public
Hearing/
CU 2092
(continued)**

AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.9 ACRES, MORE OR LESS” (Conditional Use No. 2092) filed on behalf of Timothy Robinson (Tax I.D. No. 332-1.00-67.01) (911 Address: 32129 Gordy Road, Laurel).

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

The Planning and Zoning Commission held a Public Hearing on this application on August 24, 2017, at which time action was deferred; on September 14 2017, the Commission recommended that the application be approved with the following conditions:

- A. Sales shall only occur during daylight hours.**
- B. Sales shall be limited to one week prior to Easter Sunday through November 1.**
- C. The Applicant shall comply with any DelDOT requirements associated with the use.**
- D. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- E. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- F. The Applicant shall provide for interconnectivity if the adjacent properties are ever developed.**
- G. The failure to abide by these conditions shall result in the termination of this Conditional Use.**
- H. The Final Site Plan shall be subject to review and approval of the Sussex County Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated August 24 and September 14, 2017.)

The Council found that Timothy Robinson was present on behalf of the application. He stated that the produce stand/retail sales will be his retirement; that he plans to sell homemade furniture; that he is planning on having a pick-your-own section; that there is currently one greenhouse on the site along with a stand; that he will be growing produce on the site and bringing in other produce to sell; that he is looking to be open from Easter to Labor Day with possible fall functions and events; that he currently has a sign on the site that he would like to keep; that there is potential interconnection with the parcel to the north; and there is commercial zoning and uses in the area.

Mr. Moore noted that the application is for a produce stand which typically includes fruits, vegetables, and goods of that nature, Christmas trees and wreaths. Mr. Moore stated that at some point in the future if the Applicant pursues the sale of craft items on a larger scale, the conditions may have to be expanded.

**Public
Hearing/
CU 2092
(continued)**

There were no public comments.

The Public Hearing and public record were closed.

Mr. Moore read the title of the Proposed Ordinance.

**M 486 17
Approve
C/U 2092
WITH-
DRAWN**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve Conditional Use No. 2092 filed on behalf of Timothy Robinson.

The Motion and Second were withdrawn.

**M 487 17
Amend
Condition**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to amend Condition E to read as follows: One sign, not to exceed 32 square feet per side, shall be permitted.

Motion Adopted: 4 Yeas, 1 Nay.

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

**M 488 17
Adopt
Ordinance
No. 2520/
CU 2092**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to Adopt Ordinance No. 2520 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PRODUCE STAND TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.9 ACRES, MORE OR LESS" (Conditional Use No. 2092) filed on behalf of Timothy Robinson with the following conditions, as amended:

- A. Sales shall only occur during daylight hours.**
- B. Sales shall be limited to one week prior to Easter Sunday through November 1.**
- C. The Applicant shall comply with any DelDOT requirements associated with the use.**
- D. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- E. One sign, not to exceed 32 square feet per side, shall be permitted.**
- F. The Applicant shall provide for interconnectivity if the adjacent properties are ever developed.**
- G. The failure to abide by these conditions shall result in the termination of this Conditional Use.**
- H. The Final Site Plan shall be subject to review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**M 488 17
(continued)**

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

**Public
Hearing/
CU 2093**

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 LANDSCAPING BUSINESS WITH EQUIPMENT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 3.740 ACRES, MORE OR LESS” (Conditional Use No. 2093) filed on behalf of John Huss (Tax I.D. No. 235-30.00-6.20) (911 Address: Not Available).

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

The Planning and Zoning Commission held a Public Hearing on this application on August 24, 2017, at which time action was deferred; on September 14, 2017, the Commission recommended that the application be approved with the following conditions:

- A. This use shall be limited to a landscaping business with equipment storage. No retail sales shall be conducted from the site.**
- B. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials, and also includes the dyeing of mulch or similar materials.**
- C. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- D. The hours of operation shall be limited to 6:30 a.m. through 6:00 p.m. Monday through Saturday.**
- E. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- F. The Applicant shall comply with all DeIDOT requirements, including any entrance or roadway improvements.**
- G. All stormwater management facilities shall be subject to the review and approval of the Sussex Conservation District. The Final Site Plan shall include the approval of the Sussex Conservation District for the design and location of the stormwater management areas.**
- H. As stated by the Applicant, there shall be no dumping on the site, and any dumpsters on the site shall be screened from view of neighboring properties and roadways.**
- I. The Final Site Plan shall clearly show all areas for vehicle equipment storage and parking, and these areas shall be clearly marked on the site itself. There shall not be any parking or storage within the property’s setbacks.**
- J. Several nearby property owners wanted the dirt road that runs along the western side of the property to be closed. The Applicant has stated that the area of the existing dirt roadway along the western**

**Public
Hearing/
CU 2093
(continued)**

- boundary of the property shall be removed within his property. This shall be shown on the Final Site Plan.
- K. The Final Site Plan shall be designed to allow interconnectivity with adjacent properties along Route 9 if those properties are developed in the future.**
 - L. Failure to comply with any of these conditions shall be grounds for termination of the Conditional Use approval.**
 - M. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated August 24 and September 14, 2017.)

The Council found that Glen Mandalas, Attorney with Baird Mandalas & Brockstedt, LLC, was present with John Huss on behalf of the application. They stated that a landscaping business is being proposed with equipment storage; that the Applicant would like to erect a 3,200-square-foot building for the storage of vehicles and equipment; that the building will be to the rear of the property; that all but perhaps three of the vehicles will be in the building; that three vehicles not located within the building will be stored behind the building and out of sight; that the hours of operation will be limited to 6:30 a.m. to 6:00 p.m. Monday through Saturday; that there are 13 employees; that the Applicant is typically on site around 6:30 a.m. to do paperwork and employees show up on site at 7:00 a.m., leave by 7:30 a.m., and come back no later than 5:30 p.m.; that employees pick up a work vehicle and leave so there is not a lot of traffic during the day; that they typically load and unload lawnmowers on trucks in the morning that may create some noise; that there will be no manufacturing or dyeing of mulch on site; there will be no storage of chemicals on the site; there will be no dumping on the site; that any dumpsters on the site will be screened from the view of neighboring properties and roadways; that they will use low-voltage lighting for security measures which also will be screened; that all of the trucks have tarps to cover the material; that the Deerwood subdivision with approximately 65 homes is across the street with some buffer; that the Beaver Dam community is further west; that to the east of the site is the Delaware Turkish Educational Foundation and they plan to plant an evergreen buffer; that to the west of the site is a 48-acre wooded area; that the Applicant is willing to move the gravel driveway that crosses the property line onto his property; that the gravel road has been on the site prior to purchase of the property and they are willing to remove it; that the Route 9 entrance will be the only access to the site; that he keeps a clean site; that the use is consistent with uses and zoning along Route 9; that they recognize the potential for interconnectivity with adjacent properties; and that there are no deed restrictions regarding the operation of a business on the site.

Ms. Cornwell reported that since the Public Hearing before the Commission, additional correspondence has been received in opposition to

**Public
Hearing/
CU 2093
(continued)**

the application from Chiauling Dick (Prettyman Road) expressing concerns with dust and traffic.

Discussion was held regarding the building setback and sign.

There were no public comments.

The Public Hearing and public record were closed.

Mr. Moore read the title of the Proposed Ordinance.

**M 489 17
Amend
Condition**

A Motion was made by Mr. Burton, seconded by Mr. Cole, to amend Condition I to read: The Final Site Plan shall clearly show all areas for equipment storage, and parking in these areas shall be clearly marked on the site itself; there shall not be any parking or storage within 60 feet of the front right-of-way line.

Motion Adopted: 5 Yeas.

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

**M 490 17
Amend
Condition**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to amend Condition C to read: One lighted sign, not to exceed 32 square feet, located on the side of the building shall be permitted.

Motion Adopted: 5 Yeas.

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

**M 491 17
Adopt
Ordinance
No. 2521/
CU 2093**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt Ordinance No. 2521 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPE BUSINESS WITH EQUIPMENT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 3.740 ACRES, MORE OR LESS" (Conditional Use No. 2093) filed on behalf of John Huss with the following conditions, as amended:

- A. This use shall be limited to a landscaping business with equipment storage. No retail sales shall be conducted from the site.**
- B. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials, and also includes the dyeing of mulch or similar materials.**

**M 491 17
(continued)**

- C. One lighted sign, not to exceed 32 square feet, located on the side of the building shall be permitted.**
- D. The hours of operation shall be limited to 6:30 a.m. through 6:00 p.m. Monday through Saturday.**
- E. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- F. The Applicant shall comply with all DeIDOT requirements, including any entrance or roadway improvements.**
- G. All stormwater management facilities shall be subject to the review and approval of the Sussex Conservation District. The Final Site Plan shall include the approval of the Sussex Conservation District for the design and location of the stormwater management areas.**
- H. As stated by the Applicant, there shall be no dumping on the site, and any dumpsters on the site shall be screened from view of neighboring properties and roadways.**
- I. The Final Site Plan shall clearly show all areas for equipment storage, and parking in these areas shall be clearly marked on the site itself; there shall not be any parking or storage within 60 feet of the front right-of-way line.**
- J. Several nearby property owners wanted the dirt road that runs along the western side of the property to be closed. The Applicant has stated that the area of the existing dirt roadway along the western boundary of the property shall be removed within his property. This shall be shown on the Final Site Plan.**
- K. The Final Site Plan shall be designed to allow interconnectivity with adjacent properties along Route 9 if those properties are developed in the future.**
- L. Failure to comply with any of these conditions shall be grounds for termination of the Conditional Use approval.**
- M. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

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

**Public
Hearing/
CU 2094**

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 CEMETERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 0.7774 ACRE, MORE OR LESS” (Conditional Use No. 2094) filed on behalf of Robert Downs (Tax I.D. No. 235-21.00-163.01 (portion of) (911 Address: 15584 Walkabout Lane, Milton).

**Public
Hearing/
CU 2094
(continued)**

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

The Planning and Zoning Commission held a Public Hearing on this application on August 24, 2017, at which time the Commission recommended that the application be approved.

(See the minutes of the Planning and Zoning Commission dated August 24, 2017.)

The Council found that Harold Dukes, Attorney with Tunnell and Raysor, was present with Robert Downs on behalf of the application. They stated that it was the request of Mr. Downs' father to create the family cemetery; that the cemetery would be located near the house; that there is already a fence around the 3/4-acre parcel for the cemetery; that it would be for family only; that there are no plans to develop the area; that the Applicant and his family would like to be buried on the site; and that they will not sell any plots.

There were no public comments.

The Public Hearing and public record were closed.

**M 492 17
Adopt
Ordinance
No. 2522/
CU 2094**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2522 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 0.774 ACRE, MORE OR LESS" (Conditional Use No. 2094) filed on behalf of Robert Downs.

Motion Adopted: 5 Yeas.

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

**Letter of
Withdraw/
CU 2096**

Mr. Moore announced that a letter dated September 26, 2017, was received to withdraw Conditional Use No. 2096 filed on behalf of Capitol Buildings Shed Outlet.

**M 493 17
Allow
Withdraw
of CU 2096**

A Motion was made by Mr. Cole, seconded by Mr. Burton, to allow the withdraw of Conditional Use No. 2096 filed on behalf of Capitol Buildings Shed Outlet.

Motion Adopted: 5 Yeas.

**M 493 17
(continued)**

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

**M 494 17
Adjourn**

**A Motion was made by Mr. Arlett, seconded by Mr. Cole, to adjourn at
2:25 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,

**Susan W. Webb
Administrative Secretary**

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

DRAFT

ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 20, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE ESTUARY - PHASE 1C-2A (CONSTRUCTION RECORD)
AGREEMENT NO. 638 - 14

DEVELOPER:

Mr. Steve Brodbeck
Estuary Development, LLC
8965 Guilford Road, Suite 200
Columbia, MD 20146

LOCATION:

South/RD 363 (Double Bridges Road), North of
Camp Barnes Road.

SANITARY SEWER DISTRICT:

Miller Creek Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

21 Lots

SYSTEM CONNECTION CHARGES:

\$121,275.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/13/15

Department of Natural Resources Plan Approval
11/24/15

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25
Construction Admin and Construction Inspection Cost – \$12,963.44
Proposed Construction Cost – \$86,422.92



ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 20, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
CARILLON WOODS
AGREEMENT NO. 1057

DEVELOPER:

Preston Schell
Carillon Woods LLC
20184 Phillips Street
Rehoboth Beach, DE 19971

LOCATION:

SW/RT5 (Indian Mission Road), approximately
689', NW/RT24 (John J. Williams Highway)

SANITARY SEWER DISTRICT:

Long Neck Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

204 Unit Apartment Community
"SEWER ONLY PROJECT"

SYSTEM CONNECTION CHARGES:

\$1,178,100.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
01/03/17

Department of Natural Resources Plan Approval
02/13/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 45

Construction Admin and Construction Inspection Cost – \$72,684.10

Proposed Construction Cost – \$484,560.65



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

ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 20, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE ESTUARY - PUMP STATION & FORCE MAIN
AGREEMENT NO. 638 - 12

DEVELOPER:

Mr. Steven Brodbeck
Estuary Development, LLC
26 North Pennsylvania Avenue
P. O. Box 730
Bethany Beach, DE 19930

LOCATION:

South/RD 363 (Double Bridges Road), North of
Camp Barnes Road.

SANITARY SEWER DISTRICT:

Miller Creek Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

pump station and force main

SYSTEM CONNECTION CHARGES:

\$0.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
04/27/17

Department of Natural Resources Plan Approval
06/29/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days –
Construction Admin and Construction Inspection Cost – \$118,289.13
Proposed Construction Cost – \$788,594.18



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

ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 25, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
AMERICANA BAYSIDE - VILLAGE C - PHASE 2 (PLAN REVIEW)
AGREEMENT NO. 1015 - 3

DEVELOPER:

Mr. Chris Garland
CMF Bayside, LLC
38017 Fenwick Shoals
Selbyville, DE 19975

LOCATION:

Grays Neck Williamsville Road at Sand Cove Point

SANITARY SEWER DISTRICT:

Fenwick Island Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

46 Residential Homes

SYSTEM CONNECTION CHARGES:

\$265,650.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/07/17

Department of Natural Resources Plan Approval
02/16/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 40

Construction Admin and Construction Inspection Cost – \$43,489.79

Proposed Construction Cost – \$289,931.94



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

ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

September 25, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
AMERICANA BAYSIDE - VILLAGE C - POINT AMENITY
AGREEMENT NO. 1015 - 4

DEVELOPER:

Mr. Chris Garland
CMF Communities, LLC
30817 Fenwick Shoals Blvd.
Selbyville, DE 19975

LOCATION:

Grays Neck Williamsville Road at Sand Cove Point

SANITARY SEWER DISTRICT:

Fenwick Island Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

sewer Amenity Connection

SYSTEM CONNECTION CHARGES:

\$28,875.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
8/18/17

Department of Natural Resources Plan Approval
09/22/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 10
Construction Admin and Construction Inspection Cost – \$6,399.27
Proposed Construction Cost – \$42,661.83



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



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Memorandum

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

FROM: Todd F. Lawson
County Administrator

RE: **“SPECIAL EVENTS ORDINANCE UPDATE”**

DATE: September 29, 2017

During Tuesday’s meeting, the Council is scheduled to discuss and possibly introduce an Ordinance related to the “special events” language within Chapter 115 of the County Code.

A copy of the draft ordinance update is attached. This draft was developed based on the feedback and direction Council provided staff with a focus on clarifying the current Code due to its vague and undefined terms. The draft also attempts to put forth a balanced approach that creates a straight forward review and approval process for events that meet the “special events” definition.

For background, as you know, currently certain sections within Chapter 115 of County Code allow “special events”. A copy of the language is listed below:

The following uses may be permitted as conditional uses when approved in accordance with the provisions of Article XXIV of this chapter:

Special events such as circuses or carnival grounds, amusement parks or midways, festivals, concerts, races/walks or any other special event or mass gathering being held outdoors or within a temporary structure or at a site and for a purpose different from the designated use and usual occupancy of the premises and located on unincorporated lands within Sussex County, permanently or for a temporary time period exceeding three days. Special



events as defined herein, with a duration not exceeding three days, are not subject to the conditional use process. Upon receipt of an application, the Director or his/her designee may grant approval of a special event not exceeding three days. All special events, regardless of duration, shall be subject to the requirements of the Sussex County Special Event Policy.

Over the years, several events have been approved using this Code language, including Punkin Chunkin, car shows, children's festivals, rodeos, etc. The special event language was intended to permit temporary events with a short duration, of which requiring a conditional use approval for a short event could seem over burdensome.

Due to interpretation issues involving the special events language, it was determined a review of the County Code to better define a special event was required.

On Tuesday, staff will provide an overview of the draft language and address any questions you may have.

Please let me know if you have any questions or concerns.

TFL/nc

Attachment

34 NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

35 **Section 1.** The Code of Sussex County, Chapter 115, Article IV, §115-20 is hereby
36 amended by inserting a new subparagraph A.(13) immediately after subparagraph
37 A.(12) as follows:

38 **§115-20 Permitted uses.**

39 A. A building or land shall be used only for the following purposes:

40 (13) Special events such as circuses, carnivals, midways, promotional and
41 tent sales events; fairs, festivals, concerts, rodeos, shows, races/walks or any other
42 event or mass gathering being held outdoors or within a temporary structure or at
43 a site and for a purpose different from the permitted use and usual occupancy of the
44 premises or site. Such special events may be administratively approved by the
45 Director or his or her designee, when, in his or her judgment, the proposal will not
46 impair the purpose and intent of the zoning ordinance, and when the use is not so
47 recurring in nature as to constitute a permanent use not otherwise permitted in the
48 district, and when the use will not significantly affect the surrounding properties.

49
50 In determining whether to administratively approve the special event, the Director
51 or his or her designee shall take into account considerations including (but not
52 limited to) the following: the estimated number of attendees; the size of the parcel
53 where the special event is to be located; the parking requirements of the special
54 event; roads and traffic patterns providing access to the special event; prior events
55 conducted by the applicant; noise, light, odor, and dust generated by the special
56 event; proposed hours of operation and number of consecutive days; and such other
57 considerations that may be applicable to the requested event. The Director or his
58 or her designee may impose conditions upon an administrative approval, including
59 (but not limited to) hours of the event and maximum attendance. No more than three
60 (3) special events shall be approved for the same property or premises during a
61 calendar year. Each calendar day of a special event shall be counted as a separate
62 special event, not including reasonable time required for set up and removal when
63 the event is not otherwise underway.

64
65 All special events, regardless of size, use or duration, shall be subject to the
66 requirements of the Sussex County Special Event Policy. Special events that do not
67 meet these requirements or which are not administratively approved shall require a
68 conditional use. Special events that are small in size and do not affect surrounding
69 properties shall not require administrative approval.

70

71 **Section 2.** The Code of Sussex County, Chapter 115, Article IV, §115-22 is hereby
72 amended as follows:

73 **§115-22 Conditional uses.**

74 The following uses may be permitted as a conditional use when approved in
75 accordance with the provisions of Article XXIV of this chapter:

76 . . .

77 Special Events such as circuses or carnival grounds, amusement parks or
78 midways, festivals, concerts, race/walks or any other special event or gathering
79 being held outdoors or within a temporary structure or at a site and for a purpose
80 different from the designated use and usual occupancy of the premises and located
81 on unincorporated lands within Sussex County, permanently or for a temporary time
82 period exceeding three days. [Special events as defined herein, with a duration not
83 exceeding three days, are not subject to the conditional use process. Upon receipt
84 of an application, the Director or his/her designee may grant approval of a special
85 event not exceeding three days.] Special Events not approved by the Director as a
86 permitted use under §115-20 shall require a conditional use permit. All special
87 events regardless of duration, shall be subject to the requirements of the Sussex
88 County Special Event Policy.

89 **Section 3.** The Code of Sussex County, Chapter 115, Article VI, §115-39 is hereby
90 amended as follows:

91 **§115-39 Conditional uses.**

92 The following uses may be permitted as a conditional use when approved in
93 accordance with the provisions of Article XXIV of this chapter:

94 . . .

95 Special Events such as circuses or carnival grounds, amusement parks or
96 midways, festivals, concerts, race/walks or any other special event or gathering
97 being held outdoors or within a temporary structure or at a site and for a purpose
98 different from the designated use and usual occupancy of the premises and located
99 on unincorporated lands within Sussex County, permanently or for a temporary time
100 period exceeding three days. [Special events as defined herein, with a duration not
101 exceeding three days, are not subject to the conditional use process. Upon receipt
102 of an application, the Director or his/her designee may grant approval of a special
103 event not exceeding three days.] Special Events not approved by the Director as a

104 permitted use under §115-37 shall require a conditional use permit. All special
105 events regardless of duration, shall be subject to the requirements of the Sussex
106 County Special Event Policy.

107 **Section 4.** The Code of Sussex County, Chapter 115, Article X, §115-69 is hereby
108 amended by inserting a new subparagraph A.(27) immediately after subparagraph
109 A.(26) as follows:

110 **§115-69 Permitted uses.**

111 A. A building or land shall be used only for the following purposes:

112 (27) Special events such as circuses, carnivals, midways, promotional and
113 tent sales events; fairs, festivals, concerts, rodeos, shows, races/walks or any other
114 event or mass gathering being held outdoors or within a temporary structure or at
115 a site and for a purpose different from the permitted use and usual occupancy of the
116 premises or site. Such special events may be administratively approved by the
117 Director or his or her designee, when, in his or her judgment, the proposal will not
118 impair the purpose and intent of the zoning ordinance, and when the use is not so
119 recurring in nature as to constitute a permanent use not otherwise permitted in the
120 district, and when the use will not significantly affect the surrounding properties.

121
122 In determining whether to administratively approve the special event, the Director
123 or his or her designee shall take into account considerations including (but not
124 limited to) the following: the estimated number of attendees; the size of the parcel
125 where the special event is to be located; the parking requirements of the special
126 event; roads and traffic patterns providing access to the special event; prior events
127 conducted by the applicant; noise, light, odor, and dust generated by the special
128 event; proposed hours of operation and number of consecutive days; and such other
129 considerations that may be applicable to the requested event. The Director or his
130 or her designee may impose conditions upon an administrative approval, including
131 (but not limited to) hours of the event and maximum attendance. No more than three
132 (3) special events shall be approved for the same property or premises during a
133 calendar year. Each calendar day of a special event shall be counted as a separate
134 special event, not including reasonable time required for set up and removal when
135 the event is not otherwise underway.

136
137 All special events, regardless of size, use or duration, shall be subject to the
138 requirements of the Sussex County Special Event Policy. Special events that do not
139 meet these requirements or which are not administratively approved shall require a

140 conditional use. Special events that are small in size and do not affect surrounding
141 properties shall not require administrative approval.

142
143 **Section 5.** The Code of Sussex County, Chapter 115, Article X, §115-71 is hereby
144 amended as follows:

145 **§115-71 Conditional uses.**

146 The following uses may be permitted as a conditional use when approved in
147 accordance with the provisions of Article XXIV of this chapter:

148 . . .

149 Special Events such as circuses or carnival grounds, amusement parks or midways,
150 festivals, concerts, race/walks or any other special event or gathering being held
151 outdoors or within a temporary structure or at a site and for a purpose different from
152 the designated use and usual occupancy of the premises and located on
153 unincorporated lands within Sussex County, permanently or for a temporary time
154 period exceeding three days. [Special events as defined herein, with a duration not
155 exceeding three days, are not subject to the conditional use process. Upon receipt
156 of an application, the Director or his/her designee may grant approval of a special
157 event not exceeding three days.] Special Events not approved by the Director as a
158 permitted use under §115-20 shall require a conditional use permit. All special
159 events regardless of duration, shall be subject to the requirements of the Sussex
160 County Special Event Policy.

161 . . .

162
163 **Section 6.** The Code of Sussex County, Chapter 115, Article XI, §115-77 is hereby
164 amended by inserting a new subparagraph A.(27) as follows:

165 **§115-77 Permitted uses.**

166 A. A building or land shall be used only for the following purposes:

167 . . .

168 Schools for industrial training, trade or business

169 Special events such as circuses, carnivals, midways, promotional and tent sales
170 events; fairs, festivals, concerts, rodeos, shows, races/walks or any other event or

171 mass gathering being held outdoors or within a temporary structure or at a site and
172 for a purpose different from the permitted use and usual occupancy of the premises
173 or site. Such special events may be administratively approved by the Director or his
174 or her designee, when, in his or her judgment, the proposal will not impair the
175 purpose and intent of the zoning ordinance, and when the use is not so recurring in
176 nature as to constitute a permanent use not otherwise permitted in the district, and
177 when the use will not significantly affect the surrounding properties.

178
179 In determining whether to administratively approve the special event, the Director
180 or his or her designee shall take into account considerations including (but not
181 limited to) the following: the estimated number of attendees; the size of the parcel
182 where the special event is to be located; the parking requirements of the special
183 event; roads and traffic patterns providing access to the special event; prior events
184 conducted by the applicant; noise, light, odor, and dust generated by the special
185 event; proposed hours of operation and number of consecutive days; and such other
186 considerations that may be applicable to the requested event. The Director or his
187 or her designee may impose conditions upon an administrative approval, including
188 (but not limited to) hours of the event and maximum attendance. No more than three
189 (3) special events shall be approved for the same property or premises during a
190 calendar year. Each calendar day of a special event shall be counted as a separate
191 special event, not including reasonable time required for set up and removal when
192 the event is not otherwise underway.

193
194 All special events, regardless of size, use or duration, shall be subject to the
195 requirements of the Sussex County Special Event Policy. Special events that do not
196 meet these requirements or which are not administratively approved shall require a
197 conditional use. Special events that are small in size and do not affect surrounding
198 properties shall not require administrative approval.

199
200 Tourist homes or rooming house

201
202

203
204 **Section 7.** The Code of Sussex County, Chapter 115, Article XI, §115-79 is hereby
205 amended as follows:

206 **§115-79 Conditional uses.**

207 The following uses may be permitted as a conditional use when approved in
208 accordance with the provisions of Article XXIV of this chapter:

209 . . .

210 Special Events such as circuses or carnival grounds, amusement parks or midways,
211 festivals, concerts, race/walks or any other special event or gathering being held
212 outdoors or within a temporary structure or at a site and for a purpose different from
213 the designated use and usual occupancy of the premises and located on
214 unincorporated lands within Sussex County, permanently or for a temporary time
215 period exceeding three days. [Special events as defined herein, with a duration not
216 exceeding three days, are not subject to the conditional use process. Upon receipt
217 of an application, the Director or his/her designee may grant approval of a special
218 event not exceeding three days.] Special Events not approved by the Director as a
219 permitted use under §115-20 shall require a conditional use permit. All special
220 events regardless of duration, shall be subject to the requirements of the Sussex
221 County Special Event Policy.

222 . . .

223 **Section 8.** The Code of Sussex County, Chapter 115, Article XIA, §115-83.2 is
224 hereby amended as follows:

225 **§115-83.2 Permitted uses.**

226 A. A building or land shall be used only for the following purposes:

227 . . .

228
229 Schools for industrial training, trade or business

230

231 Special events such as circuses, carnivals, midways, promotional and tent sales
232 events; fairs, festivals, concerts, rodeos, shows, races/walks or any other event or
233 mass gathering being held outdoors or within a temporary structure or at a site and
234 for a purpose different from the permitted use and usual occupancy of the premises
235 or site. Such special events may be administratively approved by the Director or his
236 or her designee, when, in his or her judgment, the proposal will not impair the
237 purpose and intent of the zoning ordinance, and when the use is not so recurring in
238 nature as to constitute a permanent use not otherwise permitted in the district, and
239 when the use will not significantly affect the surrounding properties.

240

241 In determining whether to administratively approve the special event, the Director
242 or his or her designee shall take into account considerations including (but not
243 limited to) the following: the estimated number of attendees; the size of the parcel

244 where the special event is to be located; the parking requirements of the special
245 event; roads and traffic patterns providing access to the special event; prior events
246 conducted by the applicant; noise, light, odor, and dust generated by the special
247 event; proposed hours of operation and number of consecutive days; and such other
248 considerations that may be applicable to the requested event. The Director or his
249 or her designee may impose conditions upon an administrative approval, including
250 (but not limited to) hours of the event and maximum attendance. No more than three
251 (3) special events shall be approved for the same property or premises during a
252 calendar year. Each calendar day of a special event shall be counted as a separate
253 special event, not including reasonable time required for set up and removal when
254 the event is not otherwise underway.

255
256 All special events, regardless of size, use or duration, shall be subject to the
257 requirements of the Sussex County Special Event Policy. Special events that do not
258 meet these requirements or which are not administratively approved shall require a
259 conditional use. Special events that are small in size and do not affect surrounding
260 properties shall not require administrative approval.

261 Tourist homes or rooming house

263

264
265 **Section 9.** The Code of Sussex County, Chapter 115, Article XIA, §115-83.5 is
266 hereby amended as follows:

267 **§115-83.5 Conditional uses.**

268 The following uses may be permitted as a conditional use when approved in
269 accordance with the provisions of Article XXIV of this chapter:

270 . . .

271 Special Events such as circuses or carnival grounds, amusement parks or midways,
272 festivals, concerts, race/walks or any other special event or gathering being held
273 outdoors or within a temporary structure or at a site and for a purpose different from
274 the designated use and usual occupancy of the premises and located on
275 unincorporated lands within Sussex County, permanently or for a temporary time
276 period exceeding three days. [Special events as defined herein, with a duration not
277 exceeding three days, are not subject to the conditional use process. Upon receipt
278 of an application, the Director or his/her designee may grant approval of a special

279 event not exceeding three days.] Special Events not approved by the Director as a
280 permitted use under §115-20 shall require a conditional use permit. All special
281 events regardless of duration, shall be subject to the requirements of the Sussex
282 County Special Event Policy.

283 . . .

284 **Section 10.** The Code of Sussex County, Chapter 115, Article XII, §115-85 is
285 hereby amended by as follows:

286 **§115-85 Permitted uses.**

287 A. A building or land or water area shall only be used for the following purposes,
288 in all cases subject to site plan review by the Planning and Zoning Commission in
289 accord with procedures of §115-219 for docks, piers, bulkheads, breakwaters or
290 other over-water structures, except private over-water piers and boathouses
291 accessory to a dwelling:

292 . . .

293
294 Retail sale or rental of boating, fishing, hunting, diving and bathing supplies and
295 equipment or clothing and fish bait

296
297 Special events such as circuses, carnivals, midways, promotional and tent sales
298 events; fairs, festivals, concerts, rodeos, shows, races/walks or any other event or
299 mass gathering being held outdoors or within a temporary structure or at a site and
300 for a purpose different from the permitted use and usual occupancy of the premises
301 or site. Such special events may be administratively approved by the Director or his
302 or her designee, when, in his or her judgment, the proposal will not impair the
303 purpose and intent of the zoning ordinance, and when the use is not so recurring in
304 nature as to constitute a permanent use not otherwise permitted in the district, and
305 when the use will not significantly affect the surrounding properties.

306
307 In determining whether to administratively approve the special event, the Director
308 or his or her designee shall take into account considerations including (but not
309 limited to) the following: the estimated number of attendees; the size of the parcel
310 where the special event is to be located; the parking requirements of the special
311 event; roads and traffic patterns providing access to the special event; prior events
312 conducted by the applicant; noise, light, odor, and dust generated by the special
313 event; proposed hours of operation and number of consecutive days; and such other
314 considerations that may be applicable to the requested event. The Director or his

315 or her designee may impose conditions upon an administrative approval, including
316 (but not limited to) hours of the event and maximum attendance. No more than three
317 (3) special events shall be approved for the same property or premises during a
318 calendar year. Each calendar day of a special event shall be counted as a separate
319 special event, not including reasonable time required for set up and removal when
320 the event is not otherwise underway.

321
322 All special events, regardless of size, use or duration, shall be subject to the
323 requirements of the Sussex County Special Event Policy. Special events that do not
324 meet these requirements or which are not administratively approved shall require a
325 conditional use. Special events that are small in size and do not affect surrounding
326 properties shall not require administrative approval.

327
328 Telephone stations or booths, including drive-in or talking-from-car stations, and
329 telephone central offices, provided that all storage of materials, all repair facilities
330 and all house or repair crews are within a completely enclosed area.

331
332

333
334 **Section 11.** The Code of Sussex County, Chapter 115, Article XII, §115-87 is
335 hereby amended as follows:

336 **§115-87 Conditional uses.**

337 The following uses may be permitted as a conditional use when approved in
338 accordance with the provisions of Article XXIV of this chapter:

339 . . .

340 Special Events such as circuses or carnival grounds, amusement parks or midways,
341 festivals, concerts, race/walks or any other special event or gathering being held
342 outdoors or within a temporary structure or at a site and for a purpose different from
343 the designated use and usual occupancy of the premises and located on
344 unincorporated lands within Sussex County, permanently or for a temporary time
345 period exceeding three days. [Special events as defined herein, with a duration not
346 exceeding three days, are not subject to the conditional use process. Upon receipt
347 of an application, the Director or his/her designee may grant approval of a special
348 event not exceeding three days.] Special Events not approved by the Director as a
349 permitted use under §115-20 shall require a conditional use permit. All special

350 events regardless of duration, shall be subject to the requirements of the Sussex
351 County Special Event Policy.

352 . . .

353 **Section 12.** Effective Date.

354 This Ordinance shall take effect immediately upon the adoption by Sussex County
355 Council.

356 **SUMMARY**

357 “Special Events” are currently within the Conditional Use sections of several of the
358 various zoning districts; however, in certain circumstances the Code provides that
359 they can be permitted without a Conditional Use. This ordinance moves the
360 “permitted” Special Events to the “Permitted Uses” section of the districts. Then, if
361 the proposal does not fall under the permitted use or is not approved as such, it will
362 require a Conditional Use. This amendment also gives the Director greater
363 discretion, clarity and guidance in determining whether to approve a special event
364 request or require a Conditional Use application.

Sussex County Engineering Department

Proposed Tucks Road Expansion of the
Sussex County Unified Sanitary Sewer District

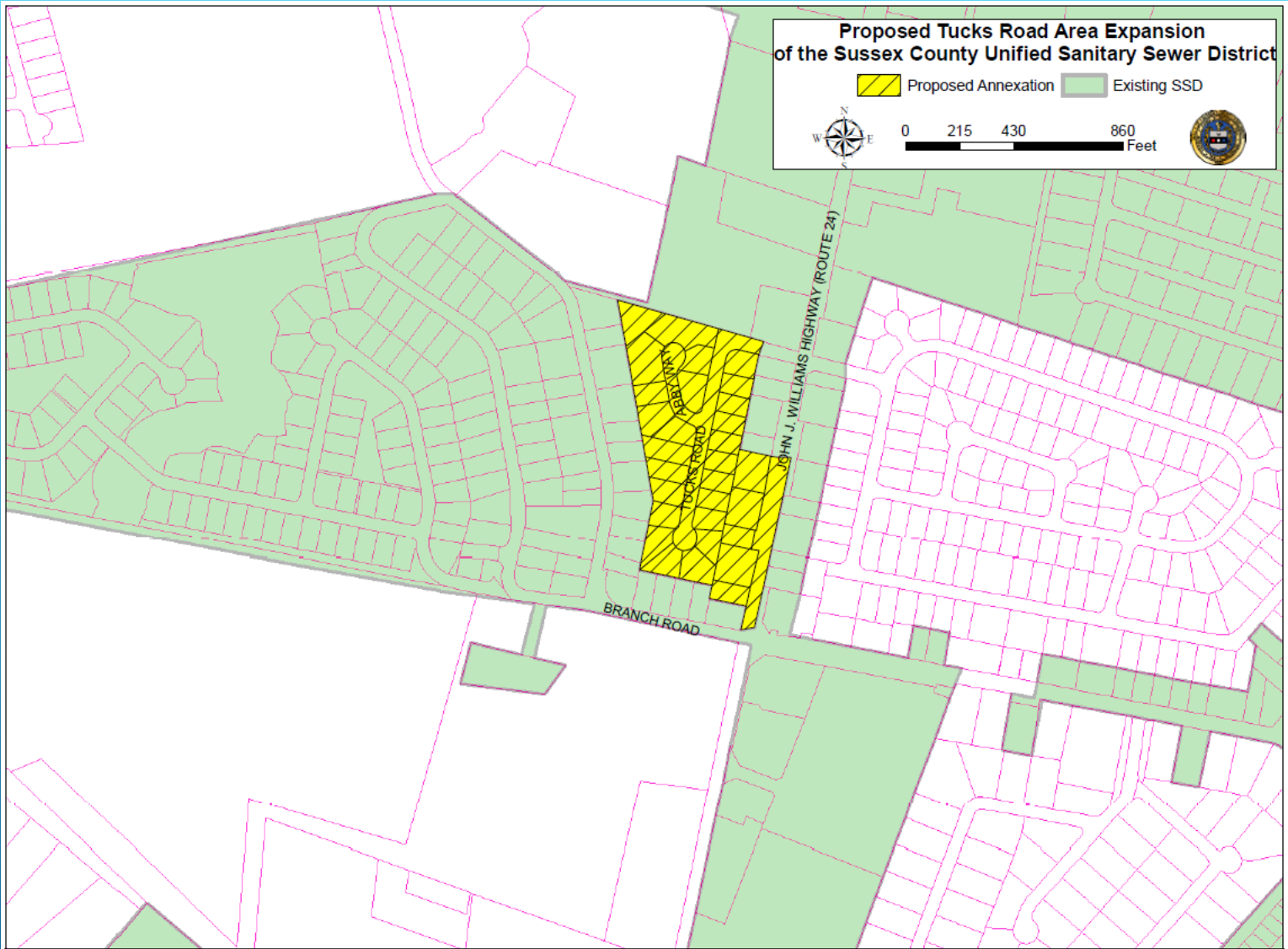


Public Hearing

County Council Chambers
2 The Circle, Georgetown DE
October 3, 2017 @ 10:15 AM



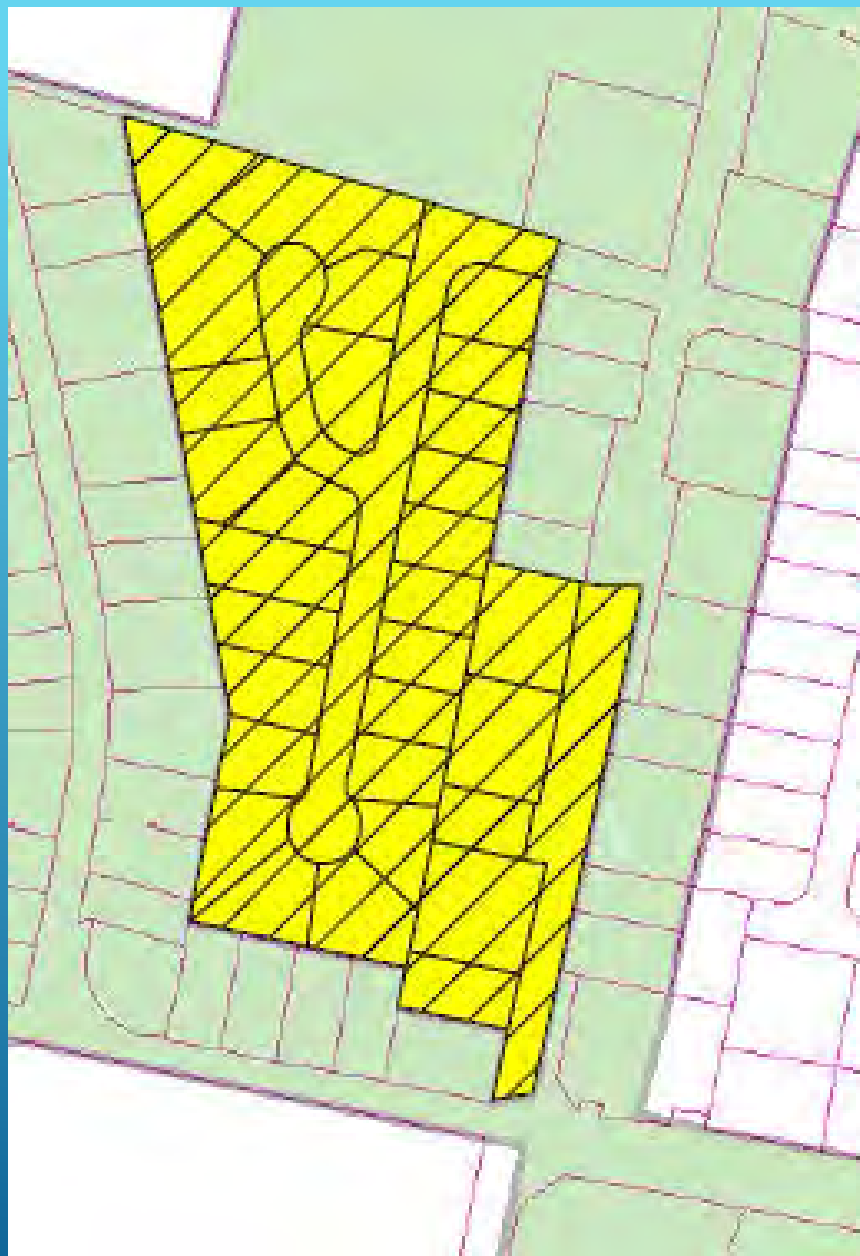
Proposed Boundary



The proposed annexation is scheduled to be discussed October 3, 2017 at 10:15 am, in Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947
For more information please visit: <https://www.sussexcountyde.gov/legal-notice/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299



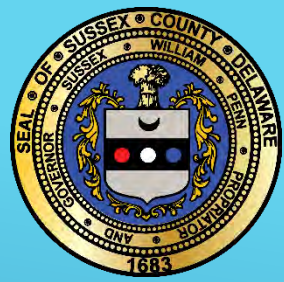
Proposed Boundary





Boundary Description / Project Need

1. This area is surrounded by the County's existing Unified Sanitary Sewer District Boundary.
2. The project includes Tucks Road and Abby Way as well as parcels fronting John J. Williams Highway (Route 24) between Branch Road and Tucks Road.
3. The County will be completing the Branch and Autumn Roads design that was initiated as part of the Deerbrooke Expansion in October 2015.
4. Based on economies of scale and prior requests, inclusion of the Tuck's Road/Abby Way area to the Branch and Autumn Road project reduces costs for both projects.
5. The County plans to include the System Connection Charges into the financing therefore minimizing the out-of-pocket expense to the homeowners.



Estimated Rates

Current Annual Service Charge:

\$286/year per EDU (Equivalent Dwelling Unit); billed quarterly to connected customers (subject to change during the annual budget process).

Annual EDU based Sewer Assessment Charge:

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

System Connection Charge (SCC):

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

Estimated Annual Charge:

\$286 (service charge) + \$540 (EDU) = **\$826***

Estimated Connection Expense:

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

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



Questions / Comments

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) LONG NECK AREA, TO INCLUDE SEVERAL PARCELS OF LAND ALONG THE WEST SIDE OF JOHN J. WILLIAMS HIGHWAY (SR 24), TUCKS ROAD AND ABBY WAY LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

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

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County in the vicinity of Tucks Road and John J. Williams Highway the inclusion of this area will be beneficial; and

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

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

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

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above situated on the south side of Branch Road, as follows:

Beginning at a point, said point being the northwesternmost property corner of Lands N/F of Sherwood Forest North Property Owners Association, and a point being on the SCUSSD (Long Neck Area) boundary, said point further being the northeasternmost property corner of Lands N/F of Jean Elizabeth McCarthy & Theodore H. McCarthy, Sr.; thence proceeding by and with said SCUSSD boundary the following courses and distances, 1) southeast – 610' +/-, 2) southwest – 454' +/-, 3) southeast – 200' +/-, 4) southwest – 701' +/-, 5) west – 55' +/-, 6) northeast – 108' +/-, 7) northwest 150' +/-, 8) northeast – 60' +/-, 9) northwest – 300' +/-, 10) northeast 284' +/-, 11) northwest – 786' +/- to a point, said point being that of the **BEGINNING**.



NOTE: The above description has been prepared using Sussex County Tax Map 234-23.00 and Sussex County property assessment records.

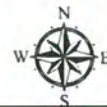
A map outlining and describing the extension of the SCUSSD is attached. The area involved is crosshatched.

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

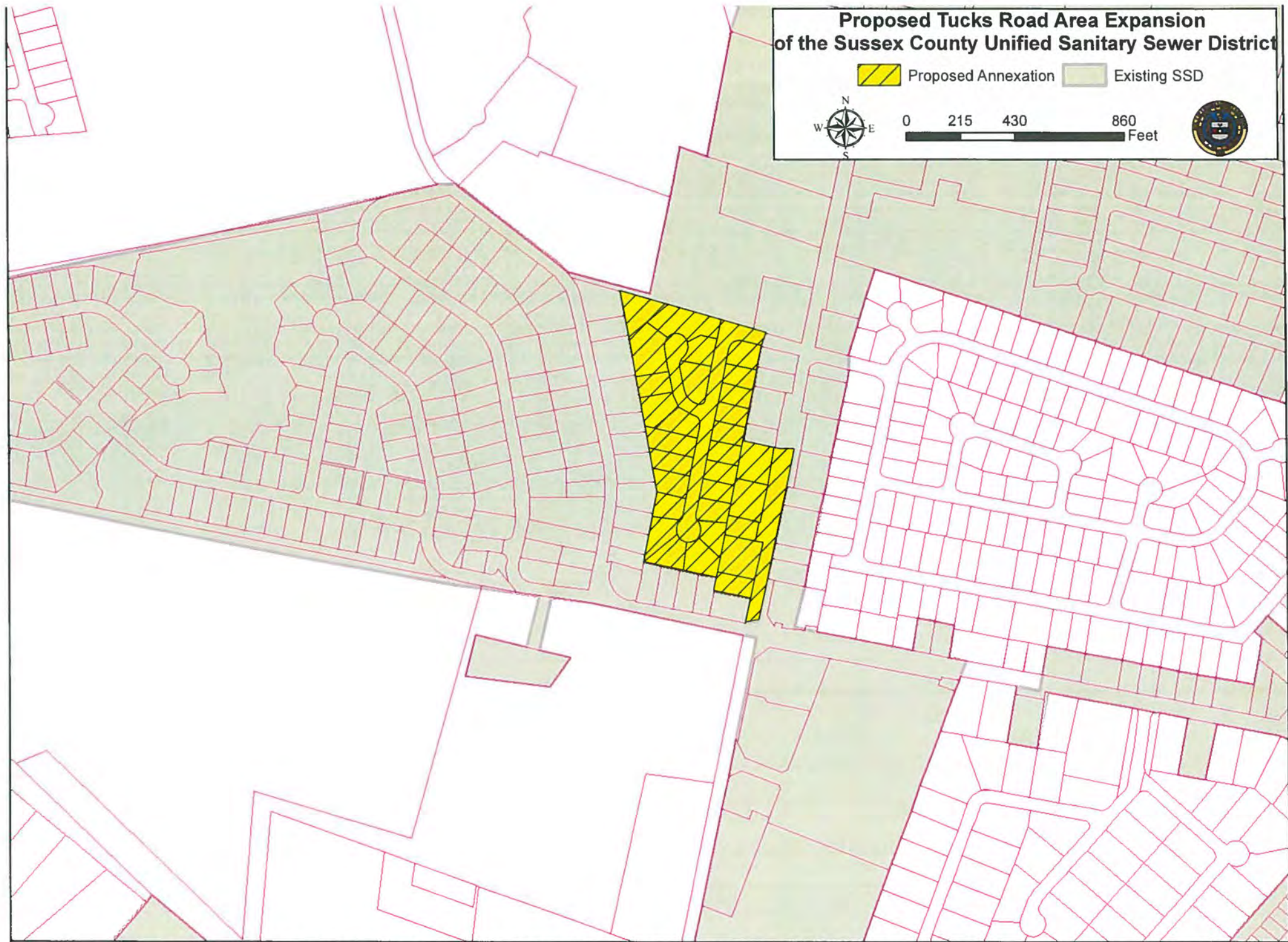
BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in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

**Proposed Tucks Road Area Expansion
of the Sussex County Unified Sanitary Sewer District**

 Proposed Annexation  Existing SSD



0 215 430 860 Feet



The proposed annexation is scheduled to be discussed October 3, 2017 at 10:15 am, in Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947
For more information please visit: <https://www.sussexcountyde.gov/legal-notice/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
TUCKS ROAD ANNEXATION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)(

COUNTY OF SUSSEX)(

BE IT REMEMBERED, That the subscriber, PHILLIP C. CALIO, personally appeared before me and known to me personally to be such, who being by me duly sworn to law did depose and say as follows:

- A. On September 11, 2017 he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On September 11, 2017 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
1. On a post in front of speed limit sign in the southerly ROW of Bay Farm Road (CR 299)
 2. On a post in front of DEC Pole 85400 in the easterly ROW of John J. Williams Highway (SR 24),
 3. On a post in front of DEC Pole 5096 in the southerly ROW of Long Neck Road (SR 23),
 4. On a post on the westerly ROW of John J. Williams Highway (SR 24) at the entrance of Nanticoke Crossing,
 5. On a post in the northerly ROW of Tucks Road, near the community mailboxes.


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 12th day of Sept
A.D., 2017


NOTARY PUBLIC

My Commission Expires _____
JAYNE E. DICKERSON
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on April 12, 2021

Sussex County Campground Overview



Christopher S. Keeler
Director of Assessment

Current Campground Appraisals



- All campgrounds are appraised per acre of land, as well as per campsite.
 - This method was established by the H.L. Yoh Company in 1974 during Sussex County's last reassessment.
- Campsites are appraised the same regardless if they are transient, permanent, seasonal or used year round.

Appraisal Comparison



- Campgrounds vs. Mobile Home Parks
 - Priced in a similar fashion
 - Per acre of land and by the number of sites
 - Campground sites are appraised at a lower rate than mobile home sites.

Appraisal Comparison



Campgrounds & Sites	Mobile Homes & Parks
<ul style="list-style-type: none">• Campers are classified as recreational vehicles and not subject to property tax.	<ul style="list-style-type: none">• Mobile Homes are subject to property tax by state law (Title 9, Chapter 83).
<ul style="list-style-type: none">• Land appraised at values ranging from \$1,000 - \$5,000 per acre depending on location.	<ul style="list-style-type: none">• Land appraised at values ranging from \$1,000 - \$10,000 per acre depending on location.
<ul style="list-style-type: none">• Campsites are appraised at values ranging from \$50 - \$400 per site.	<ul style="list-style-type: none">• Mobile home sites are appraised at values ranging from \$750 - \$1,000 per site.
<ul style="list-style-type: none">• Improvements to camp sites (shed, deck, screen porch, etc.) are charged to owner of campground.	<ul style="list-style-type: none">• Improvements to mobile home sites (shed, deck, screen porch, etc.) are charged to titled owner of mobile home.

Location of Sussex County Campgrounds



Sussex County Campground Overview



There are currently 25 privately owned approved campgrounds in Sussex County.

Campground	Total Sites	Appraised Value	Tax
Bayshore	324	\$665,000	\$15,203.43
Big Oak	150	\$186,000	\$3,911.02
Brumbly/Estella Smith	23	\$112,500	\$2,365.54
Cedar Creek Landing	277	\$303,800	\$8,657.55
Eagle's Nest Family	40	\$69,400	\$1,459.27
Gulls Way	415	\$442,100	\$8,427.32
Holly Lake	992	\$408,600	\$7,799.35
Homestead	479	\$273,800	\$5,227.69
Leisure Point	315	\$961,700	\$18,331.93
Lost Lands RV Park	172	\$106,800	\$2,326.07
Malone's	7	\$142,400	\$2,714.42
Massey's Landing	322	\$631,000	\$12,028.11

Campground	Total Sites	Appraised Value	Tax
Mobile Gardens	8	\$51,900	\$1,114.58
Oak Forest	40	\$85,000	\$1,620.28
Pine Haven	136	\$175,500	\$3,690.25
Pine Tree	115	\$132,100	\$3,809.47
Port Delmarva	146	\$119,500	\$2,512.72
Sea Air	111	\$747,800	\$15,723.99
Shawn's Hideaway	118	\$375,300	\$7,153.97
Smith's Landing	91	\$117,800	\$2,476.99
Steamboat Landing	360	\$347,800	\$7,313.19
Tall Pines	430	\$571,200	\$12,010.62
Treasure Beach	1,035	\$998,500	\$19,514.04
Tuckahoe	500	\$399,200	\$6,465.83
West Bay	82	\$577,300	\$12,138.89

Additionally, there are three State Parks located in Sussex County where camping is also offered.

Kent County Campgrounds



- One privately owned Campground currently located in Kent County.
- Number of sites are not tracked by the County.
 - Camp website reports 16 cottages with A/C and Heat and 200 RV and tent sites.
 - Property houses a bath house and activity hall where private functions (i.e., weddings) are also held.
- All buildings are taxed but no appraisal for RV sites.

New Castle County Campgrounds



- One privately owned campground located in New Castle County.
 - Number of sites not tracked by the county
 - Property has a row of motel rooms located along Route 13 with a campground located in the rear.
- It is currently vacant and on the market listed as available retail space.
- All buildings are taxed but no appraisal for RV sites.

Other Jurisdictions



Somerset, Wicomico and Worcester Counties in Maryland	Accomack and North Hampton Counties in Virginia
<ul style="list-style-type: none">Utilize income approach to appraise campgrounds.	<ul style="list-style-type: none">Utilize the cost approach to appraise campgrounds.
<ul style="list-style-type: none">Use cost approach to value improvements such as office, store, bath house, etc.	<ul style="list-style-type: none">Land valued per acre and per number of campsites.
<ul style="list-style-type: none">Campers are classified as recreational vehicles and are subject to a personal property tax in the state of Maryland.	<ul style="list-style-type: none">Campers are classified as recreational vehicles and are subject to a personal property tax in the state of Virginia.
<ul style="list-style-type: none">Additions to campers such as decks and screen porches are charged to owner of campground.	<ul style="list-style-type: none">Additions to campers such as decks and screen porches are charged to owner of campground.

Questions/Comments?



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) 855-7773



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JAMES A. HICKIN, A.A.E.
AIRPORT MANAGER

MEMORANDUM

TO: Sussex County Council

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport Manager

DATE: October 3, 2017

RE: AIRPORT LEASE

We are on the October 3rd agenda to ask Council's approval of a hangar lease agreement with Robert Blouin.

The County terminated the ground lease for Lot A in August 2017 and took possession of the 2,500 sq ft hangar on the property. A Request for Proposal (RFP) to lease the hangar was advertised in the newspaper and posted on the County website. The RFP was also emailed to over 100 recipients. However, Mr. Blouin was the only bidder for the lease of the property.

Terms of the proposed lease include:

- Term of Lease: 28 months, with two, one year options
- Rent: \$550 per month
- Permitted uses
 - Storage of Tenant-owned aircraft
- No assignment or sublease without County approval
- No alterations or improvement without County approval
- County to pay water, electric, sewer
- County to maintain exterior of hangar and hangar door
- Tenant responsible for remainder of care and maintenance
- Insurance required in accordance with Airport Policies

Please feel free to call me at 855-7775 with any questions.

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



AIRPORT TERMINAL BUILDING
21553 RUDDER LANE | PO BOX 589
GEORGETOWN, DELAWARE 19947

AIRPLANE HANGAR LEASE

THIS IS AN AGREEMENT OF LEASE, Made and entered into this ____ day of _____, A. D. 2017, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, party of the first part, hereinafter referred to as "Landlord",

-AND-

ROBERT BLOUIN, having an address of 27642 Sterling Blvd, Millsboro, DE 19966, party of the second part, hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Landlord owns Lot No. A located at 21469 Rudder Lane, Georgetown, Delaware at Delaware Coastal Airport (the "Lot"), as shown on the drawing attached hereto as Exhibit A; and

WHEREAS, a hangar has been constructed on the Lot and such hangar is owned by the County (the "Hangar") as more fully described in Exhibit B hereto;

WHEREAS, Tenant would like to lease the Lot and the Hangar (collectively, the Lot and the Hangar are referred to herein as the "Leased Property") from Landlord pursuant to the terms set forth herein; and

WHEREAS, Landlord is willing to lease the Leased Property to the Tenant.


WITNESSETH :

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject

Landlord Initials _____

1

Tenant Initials 

to the conditions hereinafter expressed, that certain airplane hangar site and hangar situate upon the lands of the Sussex County Airport, Sussex County, Delaware, (the "Leased Property") identified as **Lot A**, as improved by a hangar, and having a physical address of 21469 Rudder Lane, Georgetown, DE 19947 as shown on a drawing attached hereto as Exhibit A.

2. Landlord agrees that the Tenant, its servants, employees, agents and invitees shall have at all times the free and uninterrupted right of access to the said Leased Property.

3. It is mutually agreed by the parties hereto that the term of this Lease shall be for a period of twenty eight (28) months, to commence on the 1st day of October, A. D. 2017, and terminating on the 31st day of January, A. D. 2020, both dates inclusive, unless sooner terminated as provided herein. Provided that Tenant is current with all rent payments owed to Landlord and is otherwise compliant with the terms and conditions of this Lease, Tenant shall have the option to renew the Lease for two (2) additional one (1) year consecutive terms under the same terms and conditions herein unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the original period of this Lease.

4. Tenant agrees to pay to Landlord monthly rental at the rate of Five Hundred Fifty Dollars (\$550.00) per month, said rental payments are due in advance on or before the 1st day of each month of said years of this Lease for an annual base rental of Six Thousand Six Hundred Dollars (\$6,600.00). Payments made after the 15th day of the month in which monthly rental payment is due shall be subject to a late fee of 5% of total amount outstanding. Tenant agrees to pay the rental payments to the Sussex County Council, Attention: Director of Accounting, at the Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, Sussex County, Delaware, 19947, or at such other place or places as the Landlord may designate in

Landlord Initials _____

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Tenant Initials *RB*


writing. Failure of the Tenant to pay to Landlord the monthly rental referred to herein shall be construed as a default of Lease, and this Lease may be terminated by Landlord by reason of said default.

5. The use of the Leased Property and the Hangar constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction, including all rules, regulations, and policies for Delaware Coastal Airport. Use of the Leased Property shall also comply with National Fire Protection Associated Standards, including but not limited to NFPA 409 relating to aircraft hangars, and NFPA 410 relating to aircraft maintenance. Tenant shall maintain, at Tenant's own cost and expense, the Leased Property, including the Hangar and any other improvements thereon in good, clean condition and state of repair free from noxious activities or appearance and in accordance with any current or future Airport guidelines or policies. At the end of the lease term or any extension thereof, Tenant shall deliver the Leased Property and any improvement which may be located thereon in good order and condition, wear and tear from reasonable use thereof and damage by the elements not resulting from the neglect or fault of Tenant excepted. Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Tenant shall be responsible for providing trash removal services to the Leased Property.

6. Use of the Leased Property shall be limited to the storage of Tenant-owned aircraft.

7. The Landlord shall at all times under the terms hereof maintain Delaware Coastal Airport as an active airport facility in compliance with the regulations of the Federal Aviation Administration.

Landlord Initials _____

Tenant Initials  _____

8. Landlord shall be responsible for the cost of water, electric, and sewer utilities on the Leased Property. All other utilities are the Tenant's responsibility.

9. The Tenant and Landlord acknowledge that the Leased Property is in good order and repair and Tenant covenants that it shall at its own expense and at all times, maintain and keep the Leased Property, including the Hangar and any other improvements thereon in a good and safe condition, and shall surrender the same at termination of the Lease in the same good condition as received, except for normal wear and tear and damage by the elements not resulting from the neglect or fault of Tenant. Tenant hereby accepts all facilities on the Leased Property in "as is" condition.

10. Tenant agrees during the term of this Lease and any extension thereof, to comply with all laws, ordinances, lawful orders and regulations issued by the Federal Aviation Administration or any other governmental authority, including Sussex County, which affect or have jurisdiction over the said Leased Property. Tenant shall comply with the rules and regulations of Delaware Coastal Airport which may be altered from time-to-time.

11. The Tenant shall not have the right to assign this Lease or enter into a sublease of all or part of the Leased Property without the written approval of Landlord. Unless otherwise agreed in writing, such assignment or subletting shall in no way relieve Tenant of any responsibility of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or subtenant shall be subject to inquiries concerning the nature of the use of the Leased Property. Such assignee or subtenant shall in writing assume all of the obligations to be performed by Tenant hereunder. Tenant agrees to pay for any attorney's fees incurred by

Landlord Initials _____

Tenant Initials AB


Landlord resulting from any sublease or assignment. In the event Tenant receives Landlord approval for the assignment of this Lease or for the sublease of all or part of the Leased Property, it is expressly understood and agreed that the premises shall only be used for the purposes agreed to by the Landlord. Tenant acknowledges that Landlord may require additional insurance for the Leased Property as a condition of approval for any proposed assignment or sublease. Landlord reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.

12. Landlord or his authorized representative may enter the Leased Property at any time without the consent of Tenant in case of emergency, and Landlord or his authorized representative may enter the Leased Property upon the giving of reasonable notice to the Tenant for inspections of the Leased Property. Reasonable notice shall mean no less than 48 hours prior to the entry, unless the Landlord is entering to make repairs specifically requested by the Tenant. Tenant shall not unreasonably withhold consent to Landlord or his authorized representative to enter into the Leased Property to inspect it or make necessary or agreed upon repairs or improvements.

13. Tenant shall not make any alterations, additions, or improvements, nor do any painting without prior written consent of Landlord. Any alterations, additions, or improvements made shall become the property of Landlord and shall remain in and be surrendered with the Leased Property at the end of the term, without disturbance, molestation, or injury. All workmen shall comply with all laws, ordinances, and regulations applicable to such work and the Leased Property.

14. Tenant further agrees that Tenant will not hold Landlord and/or any of its agents, employees, directors, officers, volunteers, consultants and elected or appointed officials

Landlord Initials _____


Tenant Initials 

responsible or liable for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause whatsoever, whether the cause be the direct, indirect or merely a contributing factor in producing the loss or damage to any airplane, automobile, the hangar and associated equipment as shall be appurtenant and necessary thereto, or any other personal property, parts or surplus that may be located in or stored outside of the hangars, or upon the apron, field, runways, taxiways or other location at the airport; and Tenant agrees that the airplane(s) and their contents are stored, whether on the field or in a hangar, at Tenant's own risk. To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord for any loss of or damage to its real or personal property, improvements and aircraft, regardless of the cause of origin, including the negligence of the Landlord and its agents, employees, directors, officers, volunteers, consultants and elected or appointed officials. Tenant shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any insurance policies maintained by Tenant. And further, to the fullest extent permitted by law, Tenant agrees to hold harmless, indemnify and defend the Landlord, and its agents, employees, directors, officers, volunteers, consultants and elected or appointed officials from and against any and all claims, damages, liability and defense costs arising from the Tenant's occupancy of the Leased Property or operations incidental thereto or its obligations under the Agreement.

15. Landlord agrees, covenants and represents as follows:

(a) That the Tenant, its volunteers, servants, employees, agents and invitees shall at all times during the term of this lease and any extension thereof have free and uninterrupted non-exclusive right of access in common with others (over paved roadways) to the Leased Property herein relevant for all varieties and types of vehicular traffic and movement. And, Tenant shall

Landlord Initials _____

Tenant Initials 

have the right in common with others so authorized, to use the common areas of the airport, including runways, taxiways, taxilanes, aprons, roadways, and other conveniences for the ground movement, take-off, flying and landing of aircraft. Landlord agrees, at no expense to Tenant to provide and maintain all roadways required to afford such access to the Leased Property from nearby public highways and roads. Further, the Landlord shall provide grass cutting services on the Leased Property. Provided, however, that Landlord shall not be obligated to provide snow removal services or any other maintenance on the Leased Property. It is understood and agreed the Landlord shall provide snow removal services on a noninterference basis with other Landlord snow removal responsibilities.

(b) That the Leased Property and all improvements located thereon, including the Hangar, herein relevant are owned in fee simple by the Landlord and that the Leased Property herein relevant is free from any encumbrances of any type.

(c) That the Landlord has the right to make this Lease and that it will execute or procure any further assurances of title that may be required by the Tenant.


(d) That electric services are available to the Tenant.

(e) That water and sewer services are available to the Tenant.

(f) That the Landlord will maintain the exterior of the Hangar and the Hangar door for purposes of normal care and maintenance. All other care and maintenance shall be the responsibility of the Tenant.

16. Signs. Lessor will not suffer or permit to be maintained upon the outside or any improvements on the Leased Premises any billboards or advertising signs except that Lessee may maintain neatly painted, electric or neon sign or signs; such signs, however, as to their size,

Landlord Initials _____

Tenant Initials 

construction, location, content, color and general appearance, to be approved by Landlord.

17. Landlord reserves the right to further develop or improve the landing and ground movement areas of the airport as it sees fit, regardless of the view or desires of the Tenant and without Tenant's interference or hindrance. In addition, it is specifically agreed that this Lease is non-exclusive and that Landlord reserves the right to lease other property at the facility for identical or similar uses.

18. Tenant agrees that in case of fire, windstorm, or any other casualty Landlord shall not be responsible for damages of any nature whatsoever sustained by Tenant caused by or resulting from such fire, windstorm, or other casualty, or by failure by Landlord to restore the premises. Landlord shall, however, use its best efforts to repair the premises within thirty (30) days, but if the leased space is damaged substantially by such fire, windstorm, or casualty, Landlord may at its discretion terminate this Lease within such period. During the thirty (30) day period, rent shall abate in proportion with the destruction and uninhabitability of the leased premises.

19. It is mutually agreed by the parties hereto that any notice under this Lease shall be in writing and must be either hand delivered or sent by Registered or Certified Mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. Landlord hereby designates its address as Sussex County Administrative Office Building, Attention: Airport Manager, 2 The Circle, P O Box 589, Georgetown, Delaware 19947. Tenant hereby designates its address as 27642 Sterling Blvd, Millsboro, DE 19966.

20. It is mutually agreed by the parties hereto that the terms "Landlord" and "Tenant" shall refer to and bind not only the parties hereto but also their respective successors, heirs and

Landlord Initials _____

Tenant Initials AB


assigns.

21. (a) Aircraft Liability Insurance - Tenant shall secure and maintain, at its own expense, aircraft liability insurance which insures against bodily injury and property damage claims arising from the Tenant's ownership, maintenance or use of Tenant-owned aircraft while stored at or being operated to or from the Leased Property, with a combined single limit of \$1,000,000 per occurrence.

(b) For each type of commercial operation allowed by this Lease, tenant shall secure and maintain, at its own expense, insurance specified in Delaware Coastal Airport Policies, Volume IV: Minimum Standards for Commercial Aeronautical Activity. It is further understood and agreed that Tenant shall not be required to maintain Airport Liability and Hangarkeepers Liability coverage.

(c) Evidence of Insurance/Insurers - Tenant shall furnish certificates of insurance, acceptable to Landlord, evidencing all policies required above at execution of this Agreement. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Financial Strength rating of "A-" or better, and a financial size category of "VII" or better, unless otherwise approved by the Landlord. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereto, as

Landlord Initials _____

Tenant Initials 

additional rent promptly upon being billed therefore.

22. (a) Events of Default Defined. The following shall be “events of default” under this Lease and the terms “event of default” or “default” shall mean, whenever they are used in this Lease any one or more of the following events:

(1) failure by the Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to the Tenant that the rental payment referred to in such notice has not been received;

(2) failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease on its part to be observed or performed, other than as referred to in Subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) the dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of compromise with its creditors, or the approval by

Landlord Initials _____

Tenant Initials RB

a court of competent jurisdiction of a petition applicable to the Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Tenant", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets.

(4) Failure by Tenant to abide by any laws, statutes, rules or regulations relating to the Leased Premises or Delaware Coastal Airport and continuing for a period of thirty (30) days after notice by mail is given to Tenant that the violation referred to in such notice has not been corrected.

(b) Remedies of Default. Whenever any event of default referred to in subsections (1) through (4) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(1) Apply any money or property of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(2) Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefore.

(3) Terminate the Lease.

(4) Enter the leased property and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another

Landlord Initials _____

Tenant Initials RB

suitable Tenant of the leased property under the same terms hereof.

(5) Enter the leased property and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers' commissions, including a reasonable constable's commission which costs and officers' commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisalment or condemnation thereof.

(c) No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

23. Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease.

24. Tenant shall pay to Landlord, Landlord's reasonable attorney's fees if Landlord employs an attorney or requires the use of an attorney, including appointed County Attorneys, to protect the interest of Landlord if Tenant is adjudged bankrupt, or legal process is levied upon the interest of the Tenant in the Lease or the Leased Property, or if Tenant violates any of the terms of this Lease or Landlord is otherwise required, in Landlord's exclusive judgment, to protect and defend the interests of Landlord under this Lease.

25. The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provisions herein contained shall be adjudged to be invalid or

Landlord Initials _____

Tenant Initials AB

unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statute or regulations were set forth herein at length.

26. In all reference herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

27. The effectiveness of this Lease shall be contingent upon approval of the Sussex County Council in the form of a Motion or Resolution. In the absence of said approval, this Lease shall be null and void and of no further force and effect.

28. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination; (3) that the

Landlord Initials _____

Tenant Initials



Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of title VI of the Civil rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

/

Landlord Initials _____

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Tenant Initials RB

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereunto affixed, the day and year first above written.

SUSSEX COUNTY

APPROVED AS TO FORM:


By: _____
President of County Council

By: _____
County Attorney

Attest: _____
Clerk, County Council

TENANT
By:  _____
Robert Blouin

Landlord Initials _____

Tenant Initials 

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 26th day of September, A. D. 2017,
personally came before me, the Subscriber, a Notary Public for the State and County aforesaid,
Robert Blouin, party to this Indenture, known to me personally to be such, and
acknowledged this indenture to be their act and deed.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

Susan A. Wise
NOTARY PUBLIC

SUSAN A. WISE
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES ON JUNE 14, 2020

Landlord Initials _____

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Tenant Initials RB

Exhibit A

Property Description

Lot A shall be defined as a lot located at 21469 Rudder Lane, Georgetown, Delaware, containing approximately 47,397 square feet and whose dimensions are approximately one hundred eighty three (183) feet wide and two hundred fifty nine (259) feet long as shown on the drawing attached hereto. The lot shall be bounded by a line twenty (20) feet from the existing paved portion of Rudder Lane and a line approximately sixty five and one-half (65 ½) feet from the centerline of Taxiway A. The width of the lot shall be from the edge of the existing paved driveway of Lot B, extending approximately one hundred eighty three (183) feet. Lot A is improved by an existing airplane hangar containing approximately 2,500 square feet.

Landlord Initials _____

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Tenant Initials RB

William Hall
17865 Hudson Ln,
Georgetown, DE 19947
9/25/2017

Sussex County Council
2 The Circle,
Georgetown, DE

Dear Sussex County Council:

I wish to withdraw my application for conditional use C/U #2091 William Hall – an Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for a contracting office with storage of vehicles to be located on a certain parcel of land lying and being in Nanticoke Hundred, Sussex County, containing 4.13 acres, more or less. I don't longer want to pursue this application, I appreciate the consideration given to my request.

Sincerely,



William Hall

Also signed by Owner of Land:



Penney Hall

RECEIVED
SEP 21 2017
SUSSEX COUNTY
PLANNING & ZONING

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
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 I.G. Burton, III
The Honorable Robert B. Arlett

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

RE: **VEHICLE PURCHASES RFP**
BID AWARD

DATE: October 3, 2017

Invitations to bid for the Vehicle Purchases RFP were advertised in two (2) newspapers, viewable on the Sussex County website, and directly sent to local vendors. On September 1, 2017, bids for the RFP were opened. Two (2) bids were received.

Prices for nine (9) different types of vehicle models were solicited within this bid. During evaluation of the bids, the Environmental Services team determined state contract to be cheaper than the bids received for some of the vehicles budgeted for the current fiscal year.

The Engineering Department recommends award of the RFP to Hertrich Fleet Services, Inc. for two (2) 2018 150/1500 Pickup Truck, 4WD Model, at the low bid price of \$28,422.00 each, for a total of \$56,844.00. This award represents \$6474.00 savings over the state contract. The remaining vehicle purchases, at a budget of 68,000.00, will be procured through the state contract to obtain the lowest possible price for Sussex County.



ENGINEERING DEPARTMENT

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

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

VEHICLE PURCHASES RFP

BIDDER	BID AMOUNT
Hertrich Fleet Services, Inc.*	\$28,422.00
Winner	\$34,888.00
State Contract	\$31,164.00



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
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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 Cole, Vice President
The Honorable Samuel R. Wilson, Jr
The Honorable I.G. Burton, III
The Honorable Robert B. Arlett

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

RE: ***CONCORD ROAD EXPANSION
TOWN OF BLADES CONSTRUCTION AGREEMENT***

DATE: October 3, 2017

On June 3, 2014, County Council awarded five (5) year on-call contracts for miscellaneous consultant services to Davis, Bowen and Friedel, Inc (DBF) and six (6) other consultants. Since then, Council utilized the services of DBF for the Concord Road Expansion project design by approving Amendment Nos. 1 and 2 to the base contract in the amount of \$70,684.62. The construction administration and inspection services will have to be covered in Amendment No. 3 in the amount of \$82,000.00. This is a reduced amount anticipating approval of the underlying Construction Agreement.

The original sewer district expansion was presented to Council and approved on September 24, 2013. An application for funding assistance was submitted to USDA, Rural Development, Rural Utility Service on January 28, 2014 and the County received obligation documentation on August 19, 2014. On July 21, 2015, Council accepted the conditions associated with the \$729,000.00 loan and \$449,000.00 grant.

DBF is also the Town of Blades' Engineer of Record and in this capacity designed a USDA/RD/RUS funded water distribution system expansion in the same vicinity of Concord Road as the County's sewer project. Both projects are progressing on the same timeline with both having a concurrent DelDOT permit. It is therefore desirable to complete both projects simultaneously with the parties participating in a mutual effort to bid, contract for, and administer the construction of the two projects concurrently for a cost-effective construction approach.



The Town and the County met together with USDA, RD, RUS and mutually agreed to present a construction agreement to both Councils for consideration. The Agreement contemplates that the County advertises and bids the two projects in one construction document with separate bid schedules and design plans for the County Sewer Project and for the Blades Water Project; the latter being a bid alternate. The attached final draft form of the agreement is being finalized by the County attorney and Town solicitor, however, no substantive changes are expected.

If both parties agree to an award, the County will award the combined contract. In the event the Town wishes to reject bids for its bid alternate, the Town has the option to do so and separately bid its project. The County may then proceed with awarding its portion of the contract independently or rejecting all bids as well.

The Engineering Department recommends to approve the Construction Agreement in principle and the associated Amendment No. 3 to the base contract with DBF.

09.27.17 FINAL DRAFT

**TOWN OF BLADES WATER UPGRADE PROJECT AND SUSSEX COUNTY SEWER
PROJECT TO EXPAND BLADES AREA OF UNIFIED SEWER DISTRICT
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 (“Effective Date”), by and between THE TOWN of BLADES, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as “TOWN,”

-AND-

SUSSEX COUNTY, a political subdivision of the State of Delaware, party of the second part, hereinafter referred to as “COUNTY.”

WITNESSETH:

WHEREAS, the engineering firm of Davis, Bowen & Friedel, Inc., hereinafter referred to as “DBF” is the TOWN Engineer of Record and is currently designing a water upgrade and expansion of the TOWN’s water supply system (“Blades Water Project”); and

WHEREAS, DBF is under contract with the COUNTY for the expansion of the Blades Sanitary Sewer District along Concord Road in the same vicinity as the TOWN’s water expansion and upgrade (“County Sewer Project”); and

WHEREAS, the USDA, Rural Development, Rural Utility Service is financing both projects and concurs with a joint effort to complete both projects simultaneously; and

WHEREAS, debt incurred by the Blades Water Project will be an obligation of the TOWN and debt incurred by the County Sewer Project will be an obligation of the COUNTY;
and

WHEREAS, the TOWN and COUNTY desire to participate in a mutual effort to bid, contract for, and administer the construction of the two projects concurrently for a cost-effective construction approach; and

WHEREAS, each party may designate a point of contact in its discretion for the purposes described herein.

NOW, THEREFORE, in consideration of the mutual covenants here before expressed, the parties hereto agree to the following:

1. The foregoing recitals are hereby incorporated in this Agreement.
2. The COUNTY shall advertise and bid the two projects in one EJCDC construction document with separate bid schedules and design plans for the County Sewer Project and for the Blades Water Project, which is a bid alternate (collectively, "Joint Project"). The parties agree to develop jointly all generally applicable bid documents in the bid package for the Joint Project, including but not limited to, EJCDC Supplementary Conditions and any other documents in the bid package subject to modification, before releasing the bid. The parties agree that neither party assumes any liability to the other and specifically releases the other party for any claims, damages, or other losses arising out of the parties' joint development of the EJCDC bid documents, including but not limited to, the design plans and other documents related to their respective projects. Each party will be solely responsible for providing all necessary information and determining all aspects of their respective projects and all contractual and bid terms and conditions related thereto, including the determination of whether EJCDC Bid Documents and

resulting contracts are legally compliant with the statutes, laws, and policies applicable to each party's respective project.

3. If both the parties agree in writing, the COUNTY shall award the combined contract in an aggregate amount with written concurrence of the USDA, after each has had an opportunity to consult with their own legal counsel if needed. In the event the TOWN wishes to reject all bids received for its portion of the project, the TOWN has the option to reject all bids for its portion and separately bid its Project. The COUNTY, in its sole discretion, may proceed with awarding its portion of the contract. If the COUNTY wishes to reject all bids, the COUNTY may do so in its sole discretion, and the TOWN shall release the COUNTY from any claims, losses, damages related to such rejection of bids. Except as otherwise provided herein, to the extent that either party is named in a suit, mediation or arbitration solely arising from the other party's project and excluding any bid items performed for the joint benefit of the parties, the party with ownership of the project and DBF, if applicable, shall take all reasonable steps and cooperate as necessary to release or dismiss the other party from the suit, mediation or arbitration.
4. The parties agree to structure this Joint Project with a single point construction administration of the contract by DBF with TOWN issues approved by the TOWN and COUNTY issues approved by the COUNTY. Joint issues shall be approved by both parties in writing.
5. The parties acknowledge that the contractor shall send monthly invoicing to the COUNTY based on completed and approved scope under the respective project bid schedules. The COUNTY shall review the invoices related to its County Sewer

Project and provide the invoices to the TOWN for the Blades Water Project for review and approval. After receiving the TOWN's approval, the COUNTY shall pay the contractor for the County Sewer and the Blades Water Projects, provided that the County receives reimbursement from the USDA. Any delay in the TOWN's approval that results in delayed payments under the Joint Contract shall be solely the TOWN's responsibility and any claim or demand against the COUNTY for any such delay shall be assumed and paid by the TOWN. The Bid Deduct contained in the bid schedule shall be credited at the date of the project close-out and shall be apportioned based upon the ratio of the total bid amounts of the County Sewer Project and Blades Water Project.

6. The parties agree that DBF shall issue joint monthly invoicing for its construction administration and inspection services. Inspection specific to the TOWN and the COUNTY shall be separately designated on the invoice. Administration for the overall Joint Project shall be divided equally between the parties. Payment covering the entire scope of professional services shall be paid by the COUNTY, provided that the COUNTY receives full reimbursement from the USDA. The COUNTY shall review DBF's invoices related to its County Sewer Project and provide the invoice's portion for the Blades Water Project to the TOWN for review and approval. After receiving the TOWN's approval, the COUNTY shall pay DBF for professional engineering services related to the County Sewer and the Blades Water Projects. Any delay resulting from TOWN's approval shall be solely the TOWN's responsibility and any claim against the COUNTY for any such delay shall be assumed and paid by the TOWN.

7. The COUNTY shall file USDA, RD, RUS reimbursement requests for all aspects of the Joint Project in the form of separate account summaries for each respective scope by the COUNTY and receipt of all associated USDA proceeds. The TOWN and DBF agree to promptly comply with the COUNTY's reasonable requests for cooperation or documentation in order for the COUNTY to obtain reimbursement. For any claims for reimbursement that relate to the Blades Water Project which are denied for any reason, the TOWN shall promptly make payment to the COUNTY for such costs, and no later than thirty (30) days after receipt of notice of such denial. Each party shall be responsible for preparing all proper documentation in order to receive reimbursement from USDA, and neither party shall assume any liability to the other and shall specifically release the other party with respect to any claims, demands, damages, or losses that may be incurred as the result of improper documentation.
8. The TOWN and the COUNTY shall provide prior written approval of any change orders to the scope of their respective projects. With a party's concurrence to a change order, the party assumes the financial obligation incurred under said change order up to and beyond the limits of USDA funding. In the event that the TOWN's change order requires funding beyond the USDA limits, DBF shall send the invoice to the TOWN separately for those costs, and those change order costs shall be paid directly by the TOWN to DBF. The COUNTY has no obligation to administer or pay funds that are not subject to reimbursement from the USDA.
9. The parties shall participate in joint progress meetings throughout the construction duration of the Joint Project.

10. The parties shall cooperate in the project closeout of the Joint Project by DBF at the end of the warranty period. Each party is responsible for its own costs and expenses in enforcing any warranties available to their respective projects.
11. The COUNTY and the TOWN shall be responsible for DBF's engineering expenses incurred in the performance of the aforementioned scope of services in accordance the terms of their respective EJCDC engineering services contracts. In the event the COUNTY terminates its contract with DBF for any reason, the COUNTY may hire an engineering consultant of its choice to complete the Joint Project.
12. The TOWN, on behalf of its officers, employees, agents, representatives, contractors, and assigns, hereby agrees to forever remise, release, waive, quitclaim and relinquish any and all rights, liens, claims, demands, claims for relief, and causes of action (collectively, hereinafter "Claims") against the County Parties (as hereinafter defined) whatsoever arising under, related to, or by virtue of the County's performance of the Blades Water Project. This Release shall apply to Claims regardless of whether the significant facts, circumstances, or events related thereto are within the actual knowledge of the County and TOWN and/or their respective officers or employees or knowledge which may be obtained through the exercise of due care, as of the date of this Release. To the extent permitted by law, this Release shall include any and all claims that may arise from the County Parties' own negligence, act, or omission with respect to any of the matters subject to the Release. For avoidance of doubt, the TOWN does not release the County's

contractor from and against any Claims. The “COUNTY Parties” shall be defined to include the COUNTY’s elected and appointed officials and employees.

13. To the extent permitted by law, the TOWN agrees to defend, indemnify, and hold harmless the County and the elected officials, agents, employees, officers, directors, and representatives of County, individually and collectively, (the “Indemnified Parties”) from and against Claims, including reasonable attorney’s fees and defense costs, arising out of, by virtue of, or related to the performance of the Blades Water Project. The indemnity by the TOWN provided for in this Section shall not apply to the extent it would be deemed unenforceable under Title 6, Section 2704 of the Delaware Code, if determined to be applicable. However, the TOWN’s defense obligation shall be implemented, at the COUNTY’s option, without regard to alleged negligence or fault. The COUNTY shall give written notice to the TOWN of any Claims that may be subject to indemnification promptly after learning of such Claims. If such Claim falls within the scope of the indemnification obligations herein, the TOWN shall assume the defense of such Claim with counsel selected by the TOWN after reasonably consulting with the COUNTY within twenty (20) business days’ of receiving written notice of a Claim. The assumption of the defense of such Claim by the TOWN shall not be construed as an acknowledgement that the TOWN is liable to indemnify the Indemnified Parties with respect to such Claim, nor will it constitute a waiver by the TOWN of any defenses it may assert against the Indemnified Parties concerning indemnification. If such defense is assumed by the TOWN with counsel so selected, the TOWN shall not be subject to any liability for any settlement of such Claim

made by the Indemnified Parties without the TOWN's consent (which consent shall not be unreasonably withheld or delayed). The Indemnified Parties shall participate in good faith in any such defense. The TOWN shall not be responsible for any fees, expenses, and costs of any separate counsel retained by the Indemnified Parties. Nothing herein shall be interpreted to waive any immunity that would otherwise apply to either party.

14. The parties agree to comply with all applicable permits, statutes, ordinances, rules, orders, policies, regulations and requirements of the Federal, State, County and local governments and any and all Courts, Departments and Bureaus that may apply to this Agreement.
15. The parties shall not assign or transfer any interest in this Agreement to any entity(s) or person(s) whatsoever without first receiving the other party's written consent.
16. Any notice provided for herein, unless otherwise noted, shall be given by hand or registered or certified mail, postage prepaid and addressed to, if for the County: Sussex County Engineer, Sussex County Department of Engineering, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947 and if for Town of Blades: Ms. Vikki Prettyman, Town Administrator, Town of Blades, 200 West 4th Street, Blades, Delaware 19973. The parties must provide advance written notice of any changes to the above-listed addresses. Notices sent to the addresses above or to an updated address properly noticed in writing shall be deemed to be delivered on the third business day after sending to the other party.

17. No amendments or modifications to this Agreement shall be binding unless in writing and signed by both parties.
18. This Agreement shall be binding upon and for the benefit of the heirs, executors, administrators, and successors of each party in like manner as upon the original parties, except as provided by mutual written agreement.
19. This document comprises the entire Agreement between the parties hereto relative to this matter and supersedes any prior agreements or representations, whether verbal or in writing.
20. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to principles of conflict of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or regarding any provision hereof shall be instituted and maintained only in a court of competent jurisdiction located in Sussex County, Delaware, or if under federal jurisdiction, in the District Court of the State of Delaware.
21. Both parties represent and warrant that they have the full and complete authority to execute this Agreement on behalf of their respective organizations.
22. The parties acknowledge that each has had the opportunity to consult with legal counsel of their own choosing concerning the provisions of this Agreement.
23. Time is of the essence. The term “day” as used herein shall mean calendar day, unless specifically defined as a “business day.”
24. The parties acknowledge that each had the ability to negotiate terms and conditions, and this Agreement shall not be construed against the party who prepared and

drafted the Agreement documents. If one or more of the provisions of the Agreement is held to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

25. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Agreement.

26. Any forbearance by either party in exercising its rights hereunder shall not be construed as a waiver thereof, unless expressly set forth in writing and signed by the parties. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

27. Neither the provisions of this Agreement nor the performance of the parties hereunder is intended to benefit, nor shall inure to the benefit, of any third party.

28. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

29. In construing this Agreement, the general intent is that other than the sharing of the joint administration costs and joint bid items, the COUNTY shall be responsible for the County Sewer Project and that the TOWN shall be responsible for its Blades Water Project. This Agreement shall be construed in such a way as to support this intent, and the parties are obligated to take or refrain from actions to enact this intent.

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper corporate officers having the requisite authority to bind the respective parties to this Agreement, the day and year first above written.

TOWN OF BLADES

Attest: _____
Town Administrator

By: _____
David L. Ruff, Mayor

SUSSEX COUNTY

Attest: _____
Clerk, Sussex County Council

By: _____
Michael H. Vincent, President

DBF hereby executes this Agreement for the sole purpose of memorializing its acknowledgement with its role and obligations under this Agreement that are expressly set forth herein. The terms of this Agreement shall be considered supplemental to the terms and conditions of DBF's existing professional services agreements with the COUNTY and the TOWN, unless hereinafter expressly amended in writing and signed by the parties to be bound thereby.

Attest: _____ By: _____

The attorneys for the Town of Blades and Sussex County sign below to indicate their approval as to form of this Agreement for purposes of its compliance with the parties' respective local ordinances but does not constitute approval as to the issues of policy or substance of this Agreement or any other matter, nor a certification of the Agreement's compliance with the requirements of the USDA grant or other applicable federal requirements.

By: _____ By: _____
Town of Blades Attorney Sussex County Attorney

This is **EXHIBIT K**, consisting of pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Project Order:

Owner: Sussex County

Engineer: Davis, Bowen & Friedel

Project: Concord Road Expansion of the Blades Sanitary Sewer District

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- 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:

Full time construction inspection for 210 calendar day project resulting in 1,200 hours at \$80.00 per hour plus an \$4,000 mileage allowance. The inspection expense to be split based on actual hours charged estimated at 50% **or \$50,000**

Construction Administration for 210 calendar day project covering 8 meetings with two representatives.

Review of submittal, pay applications, RFI, and change order. Directive for field changes, weekly coordination with RPR and general oversight of project. Complete USDA-RD Closeout Package including record drawings. Electrical subcontractor services for pump station w/o markup. Total estimated hourly fees **\$32,000**.

Project Order Summary:

Original Project Order amount:	\$ <u>64,984.62</u>
Net change for prior amendments:	\$ <u>5,700.00</u>
This amendment amount:	\$ <u>82,000.00</u>
Adjusted Project Order amount:	\$ <u>152,684.62</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

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

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
Marsh Farm Estates / Gudmar Marsh LLC*

DATE: September 21, 2017

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 Gudmar Marsh LLC for the Marsh Farm Estates project in the Angola Neck 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, Marsh Farm Estates development will construct an on-site pumpstation that will connect to an existing regional forcemain. In return for utilization of said infrastructure Gudmar Marsh, LLC will contribute **\$35,464.76** for the perpetual use of these transmission facilities.



USE OF EXISTING INFRASTRUCTURE AGREEMENT

THIS AGREEMENT ("Agreement"), made this _____ day of _____ 2017, by and between:

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

GUDMAR MARSH, LLC, a Delaware Limited Liability Company and developer of a project known as Marsh Farm Estates, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 234-12.00-15.00, to be known as Marsh Farm Estates ("Project") and;

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

WHEREAS, County has determined by study known as North 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, therefore avoiding off-site facilities construction.
- (2) In exchange for permission to connect up to **148** (including clubhouse & 10 off-site parcels) equivalent dwelling units to County's existing transmission system and to utilize the existing capacity in said system, Developer agrees to contribute **\$35,464.76** for the perpetual use of said transmission facilities.
- (3) 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.
- (4) **Payment of the contribution is due at time of the bonding for the first phase of construction.**

- (5) 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.
- (6) The contribution is to be placed in County's sewer capital fund and expended at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires upgrades or replacement.
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of Sections 110-90 and 110-91 of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of Section 110-84 of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of

litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all of the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 4201 Connecticut Ave. NW Washington DC 11111.

[signature page follows]

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 GUDMAR MARSH, LLC

By: *[Signature]* Operations Manager (Seal)
Name of Officer

9/12/17 (DATE)

WITNESS: *[Signature]*

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

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
Sussex Consortium School / Cape Henlopen School District*

DATE: September 21, 2017

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 Cape Henlopen School District for the Sussex Consortium School project in the West Rehoboth 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, Sussex Consortium School project will construct an on-site collection system that will connect to existing regional infrastructure. In return for utilization of said infrastructure Cape Henlopen Scholl District will contribute **\$46,378.63** for the perpetual use of these facilities.



USE OF EXISTING INFRASTRUCTURE AGREEMENT

SUSSEX CONSORTIUM SCHOOL

THIS AGREEMENT ("Agreement"), made this 19 day of September 2017, by and between:

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

CAPE HENLOPEN SCHOOL DISTRICT, a school district of the state of Delaware, hereinafter called the "School" and;

WITNESSETH:

WHEREAS, the School is developing a tract of land identified as Tax Map parcel 235-27.00-20.00 to be known as The Sussex Consortium School;

WHEREAS, the parcel was not identified in the County's Primary Service Area sewer capacity was not allocated for the parcel and;

WHEREAS, the parcel was contiguous to the Sussex County Unified Sanitary Sewer District boundary and recently annexed into the district 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) The School is proposing to utilize County's existing infrastructure capacity by connecting to an existing regional pipeline used by multiple pump stations.
- (2) In exchange for permission to connect up to 48.93 equivalent dwelling units (EDUs) to County's existing transmission system and to utilize the existing capacity in said system, Developer agrees to contribute \$46,378.63 for the perpetual use of said transmission facilities.
- (3) 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.
- (4) **Payment of the contribution must be submitted prior to or at the time System Connection Charges are submitted (separate checks required).**

- (5) 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.
- (6) The contribution is to be placed in County's sewer capital fund and expended at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires upgrades or replacement.
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of Sections 110-90 and 110-91 of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of Section 110-84 of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of

litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Cape Henlopen School District 1270 Kings Highway Lewes DE 19958.

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

APPROVAL TO FORM: _____
Assistant County Attorney

FOR CAPE HENLOPEN SCHOOL DISTRICT

By: *[Signature]* (Seal)

9/19/17 (DATE)

WITNESS: *Deane G. Vickers*

RESOLUTION NO. R _____

WINDING CREEK VILAGE WATER DISTRICT DECLARED UNDER THE PROVISIONS OF TITLE 9, CHAPTER 65 OF THE DELAWARE CODE

WHEREAS, the eligible voters of the proposed Winding Creek Village Optimized Water District approved the creation of the water district by a vote of 103 to 23 in an election held on September 24, 2017; 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 Winding Creek Village Water District have approved the creation of said district, that the description of the Winding Creek Village 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.

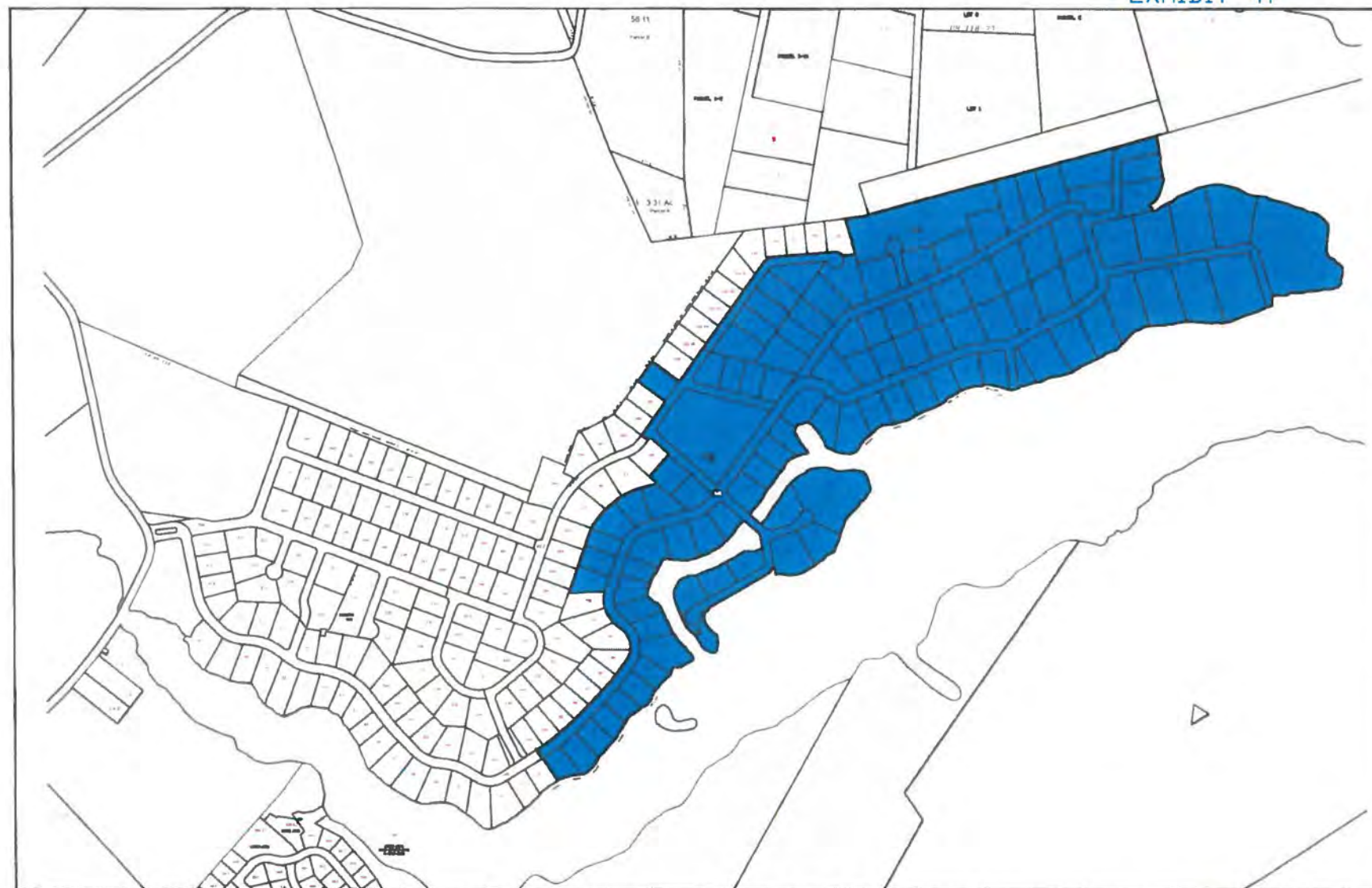
Description of the Winding Creek Village Water District

BEGINNING at a point, said point being the southwesternmost corner of lands now or formerly of (N/F) of John Jacob & Barbara Kathleen Hand, the southeasternmost corner of lands N/F of Winding Creek Village Property Owners Association and said point further described as being on the northern shoreline of Guinea Creek; thence proceeding by and with said lands of Hand in a northwesterly direction a distance of 174± feet to a point said point being the northwesternmost corner of lands of Hand, said point also being a point on the southerly ROW of Creek Drive; thence leaving said ROW and proceeding in a northwesterly direction a distance of 62± feet to a point, said point being on the northerly ROW of Creek Drive; thence proceeding by and with said ROW in a generally easterly direction a distance of 1245± feet to a point; said point being the northeasternmost corner of lands N/F of Carol M & Donald L. McElwee, said point also being the southeasternmost corner of lands N/F of Dodd K. & Wendy T. Watson; thence proceeding by and with said lands of Watson in a westerly direction a distance of 219± feet to a point; said point being

the southwesternmost corner of said lands; thence proceeding by and with the rear property line of lands facing Creek Drive a distance of 890± feet to a point, said point being the northeasternmost corner of lands N/F of Richard J & Valery J. Cordrey Trustee, said point also being on the rear property line of lands N/F of Alan B. & Mary Elizabeth R. Campbell; thence proceeding by and with said lands of Campbell in a northwesterly direction 64± feet and northeasterly 200± feet to a point, said point being the northeasternmost corner of said lands of Campbell, said point also being the southeasternmost corner of lands N/F of Charles H. & Lois S. Wood; thence proceeding by and with said lands of Wood in a generally northwesterly direction a distance of 165± feet to a point, said point being on the southerly ROW of Pond Road; thence leaving said ROW and proceeding in a northwesterly direction a distance of 50± feet to a point, said point being on the northerly ROW of Pond Road; thence proceeding by and with said ROW in a northeasterly direction a distance of 250± feet to a point, said point being the southeasternmost corner of lands N/F of Friedrich G. & Elsbeth Hoefflin Wahl; thence leaving said ROW and proceeding by and with said lands of Wahl in the following distances and directions northwesterly 200±, northeasterly 150± and southeasterly 175± feet to a point, said point being on the northerly ROW of Pond Road; thence proceeding by and with said ROW in a northeasterly direction a distance of 1373± feet to a point, said point being the northwesternmost corner of lands N/F of Patricia Rivituso, thence by and with said lands of Rivituso 63.8± feet to a point, said point being the northeasternmost corner of said lands and a point on the westernmost property line of lands N/F of Winding Creek Village Home Owners Association (WCVHOA); thence proceeding by and with said WCVHOA lands in a northwesterly and northeasterly directions respectively a distance of 1146± feet to a point, said point being the northeasternmost corner of said lands of WCVHOA and a point on the southerly property line of lands N/F of Baywood, LLC; thence proceeding by and with said lands of Baywood in a northeasterly direction a distance of 1,013± feet to a point, said point being on the northerly ROW of Creek Drive, said point also being on the northern shoreline of Guinea Creek, thence by and with said shoreline in a southerly then southwesterly direction to a point, said point being that of the **BEGINNING.**

NOTE: The above description has been prepared using Sussex County Tax Map Nos. 234-18.00, 234-23.00, & 234-24.00.

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



**SUSSEX COUNTY ENGINEERING DEPARTMENT
WINDING CREEK VILLAGE
PROPOSED BOUNDARY FOR OPTIMIZED WATER DISTRICT**

SUSSEX COUNTY ENGINEER
HANS MEDLARZ, P.E.
DATE: 6/15/17

SHEET
1 OF 1



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: *MILTON FIRE DEPT, INC*

PROJECT NAME: *MILTON CHRISTMAS PARADE*

FEDERAL TAX ID: *51-602 2568* 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:

ADDRESS: *116 FRONT ST.*

MILTON *DE* *19968*
(CITY) (STATE) (ZIP)

CONTACT PERSON: *John Bushey*

TITLE: *SECRETARY*

PHONE: *302-684-8500* EMAIL: *MVFD-SEC@COMCAST.NET*

TOTAL FUNDING REQUEST: *\$1,000.00*

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?

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 *N/A*

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?

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 <i>CHRISTMAS PARADE</i> | <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 | |

BENEFICIARY NUMBER

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

2,000

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.

ANNUAL CHRISTMAS PARADE

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)	NONE
TOTAL REVENUES	
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)	
BANDS / TRANSPORTATION / JUDGES	
POPE-A-POTTY / TROPHIES / PA SYSTEMS	
AWARDS	
TOTAL EXPENDITURES	\$ 6,759.77 \$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	4,759.77 \$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

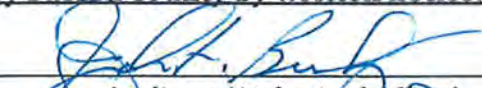
If this grant application is awarded funding, the MILTON FIRE DEPT. agrees that:

(Name of Organization)
(MILTON CHRISTMAS PARADE)

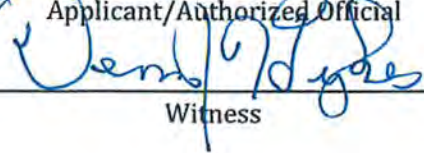
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. 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

9/22/2017
Date

9/22/2017
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
TREASURER

Date
9/22/2017

Burton
9/26/17

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 September 14, 2017

Application: CU 2099 Lands of Richard and Dawn Jamison RW

Applicant/Owner: Richard and Dawn Jamison
3662 Bowman Rd.
Seaford, DE 19973

Site Location: 4647 Woodpecker Rd.
North side of Woodpecker Rd. approximately 600 ft. east of Green
Briar Rd.

Current Zoning: AR-1 (Agricultural Residential District)

Current Use: Agricultural

Proposed Use: Wedding Venue

Comprehensive Land
Use Plan Reference: Low Density Areas

Councilmatic
District: Mr. Vincent

School District: Seaford School District

Fire District: Seaford Fire District

Sewer: Private on-site septic

Water: Private on-site well

Site Area: 49.12 ac. +/- (Wedding Venue area is 2 ac. +/- around barn)

Tax Map ID.: 531-12.00-92.00



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE 19947

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: September 29, 2017

RE: County Council Report for CU 2099 Lands of Richard and Dawn Jamison

The Planning and Zoning Department received an application (. CU 2099 Lands of Richard and Dawn Jamison) to allow for a wedding venue. The Planning and Zoning Commission held a public hearing on September 14, 2017. The following are the minutes and motion for the Change of Zone from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis, and site plan.

The Commission found that Mr. Richard Jamison was present on behalf of the application; that he would like to have a wedding venue with reception on the site; that the maximum number of people would be approximately 100 people; that the existing barn would be used as the venue; that there is parking in the area of the barn; that he and his wife would be on site during the events to keep an eye on the event; that a caterer would be able to come onto the site; that he wants to keep it as an agricultural venue with a focus on agriculture; that he is ok with a ending time; that he may want to hold anniversary and birthday parties on the site; and that they are looking at putting in a bathroom in the barn or barn area.

The Commission found no one in support of the application.

The Commission found that Jane Walter Dempsey spoke in opposition to the application; that she had concern with noise from the events, noise from music, hours of operation; possibility of it being more than a wedding venue; and that it could impact the quite community.

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

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

At their meeting on September 28, 2017, the Commission discussed this application which has been deferred since September 14, 2017.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

Mr. Wheatley moved that the Commission recommend approval of CU 2099 Richard and Dawn Jamison for wedding venue and based upon the record made during the public hearing and for the following reasons:

1. The site is a 49.12 acre parcel of land owned by the applicants. The applicants intend to use a 1930s barn for the wedding events. This is an appropriate location for a wedding venue.
2. The use is an innovative re-use of the large historic barn on the property, and it promotes Sussex County's agricultural heritage.
3. The use will be limited in scope, and will not require any significant additional permanent structures on the property.
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 parking area proposed by the Applicant is approximately 24,000 acres in size, which is adequate for this use.
6. The Applicants will reside on the property and maintain close control over the use and the site at all times.
 - A. All events shall no later than 10:00 p.m.
 - B. Food and beverage service and music or similar entertainment is permitted.
 - C. No noise from the use shall be audible from the State Road right of way.
 - D. Portable toilet facilities may be permitted during any event as needed.
 - E. All parking areas shall be generally shown on the Final Site Plan. No parking shall be permitted on any nearby County Roads.
 - F. The interior drive and parking area shall contain sufficient space for vehicles and shuttle buses to turn around completely on the site.
 - G. All entrance locations shall be subject to the review and approval of DelDOT.
 - H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Wheatley, seconded by Ms. Stevenson, and carried 5-0 to forward this application to the Sussex County Council with the recommendation that the application be denied for the reasons stated. 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: September 2, 2017
RE: Staff Analysis for CU 2099 Lands of Richard and Dawn Jamison

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2099 Lands of Richard and Dawn Jamison to be reviewed during the September 14, 2017 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 531-12.00-92.00 to allow for the use as Expansion of (CU 1901) for wedding venue. The size of the area of the property to be used for the Conditional Use is 2.0 ac. +/- . The property is zoned AR-1 (Agricultural Residential District).

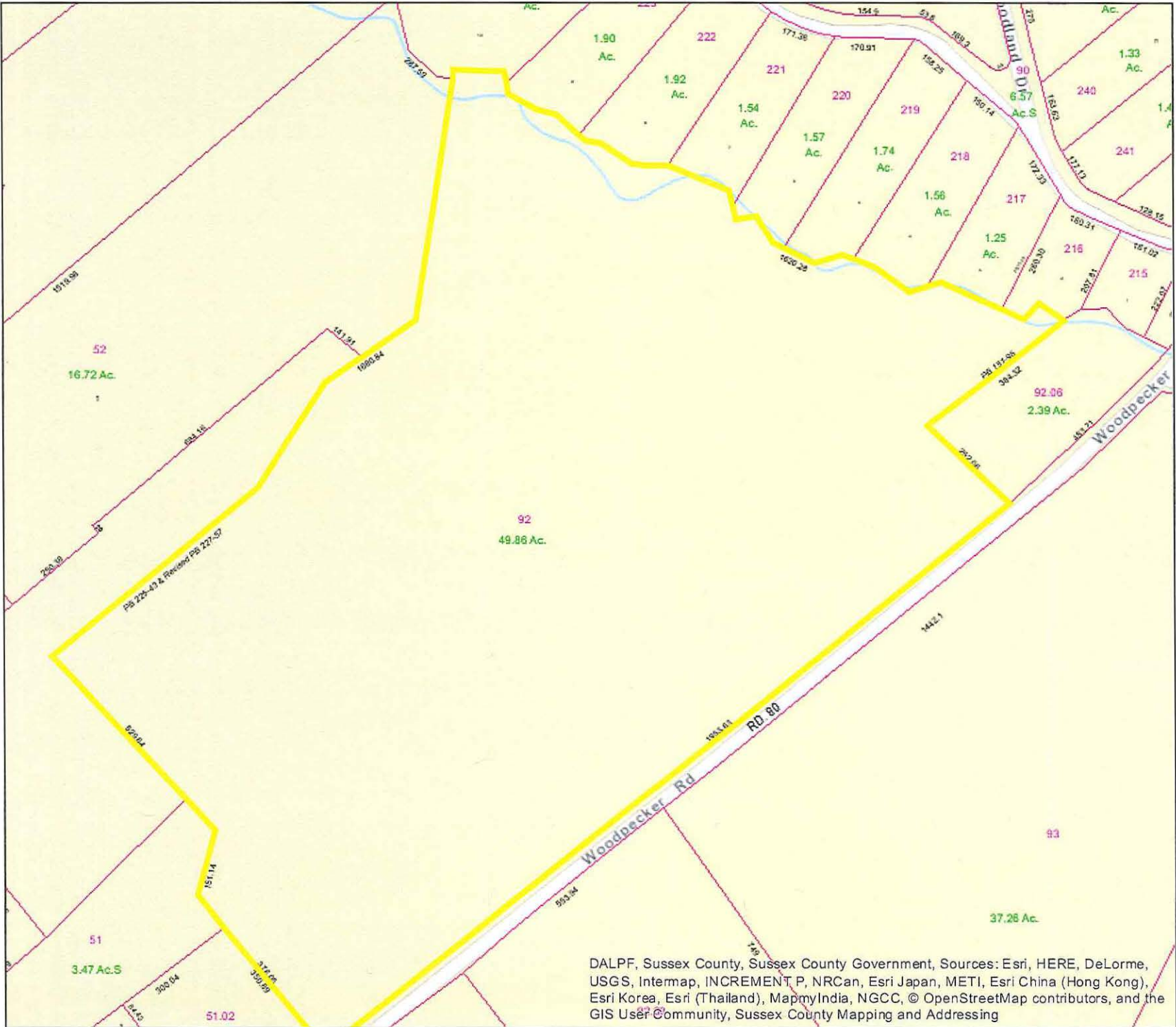
The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates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

The surrounding land use to the north, south and west are Low Density Areas. The land uses to the east are Low Density Areas, Developing Areas and Town Center. The Low Density Areas land use designation recognizes that business development should be largely confined to businesses that address the needs of single family residences and agriculture. It should also permit industrial uses that support or depend on agricultural uses. The focus of retail and office should provide convenience goods and services to nearby residents and should be limited in their location, size and hours of operation.

The property is zoned AR-1 (Agricultural Residential District). The properties to the north, south east and west are zoned AR-1 (Agricultural 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 request to allow for wedding venue could be considered consistent with the land use, and surrounding zoning.





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

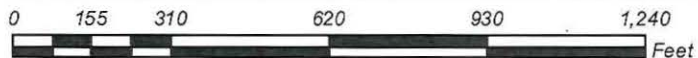
- 0.2% Annual Chance Flood Hazard
- A
- AE
- AO
- Open Water
- VE

- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

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



Sussex County Map





Addresses / Parcels

□ TaxParcels

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□ Fire Districts

- County District 01
- County District 02
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- County District 04
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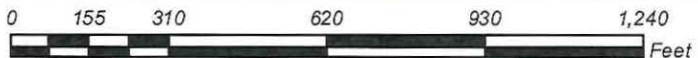
Hydrology

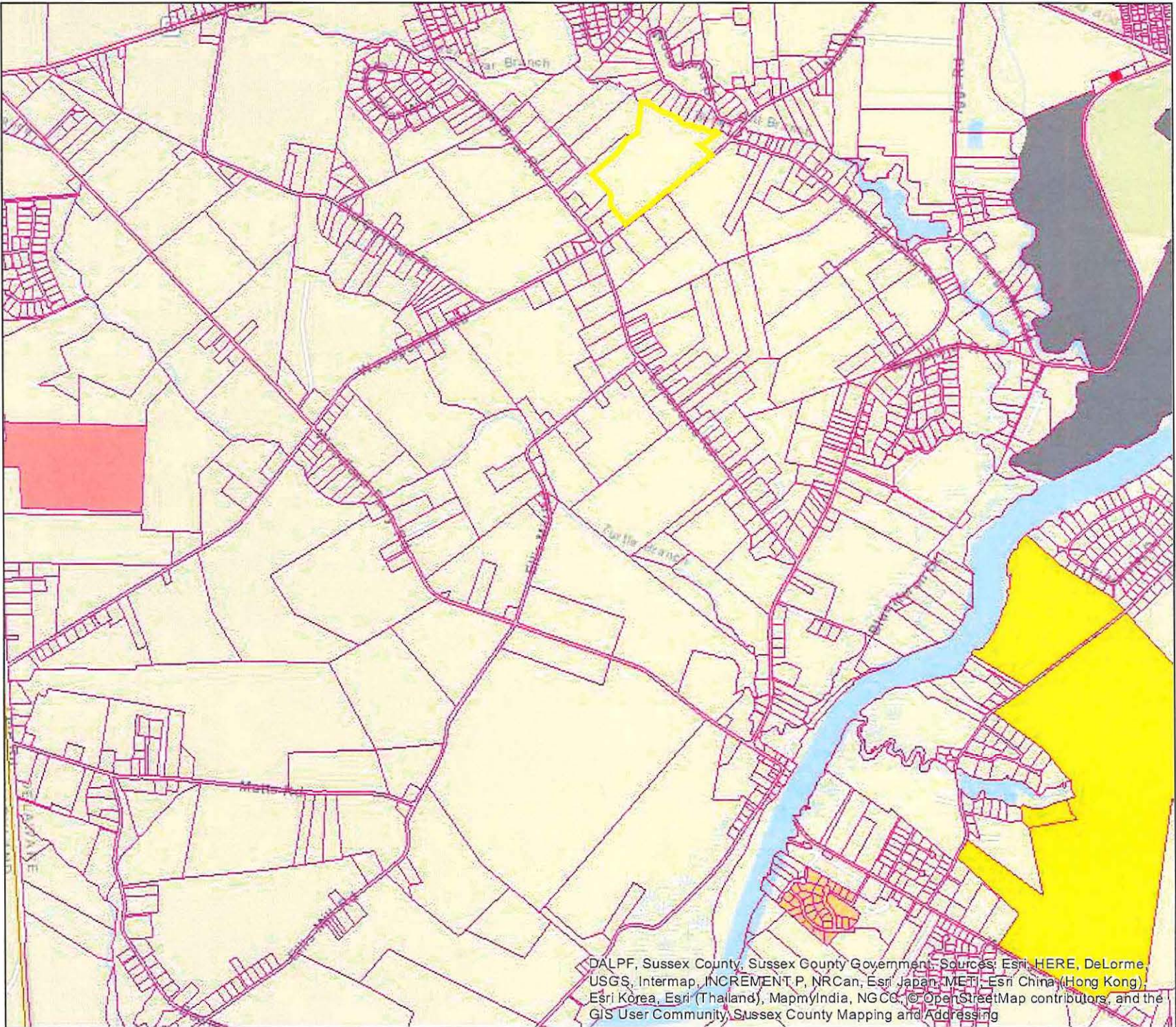
- ▤ Streams / Rivers
- ▤ Lakes, Ponds, Bays

Flood Zones

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- ▤ Municipalities
- ▤ Communities
- ▤ Boundaries State County

DALFF, Sussex 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





Addresses / Parcels

TaxParcels

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- Fire Districts
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- County District 05

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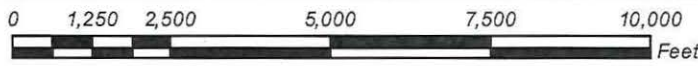
Flood Zones

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- Boundaries State County

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



Sussex County Map



Introduced 06/06/17

**Council District No. 1 – Vincent
Tax I.D. No. 531-12.00-92.00 (portion of)
911 Address: 4647 Woodpecker Road, Seaford**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WEDDING VENUE WITHIN AN EXISTING BARN ON APPROXIMATELY 2 ACRES AROUND THE BARN TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 49.12 ACRES, MORE OR LESS

WHEREAS, on the 25th day of April 2017, a conditional use application, denominated Conditional Use No. 2099, was filed on behalf of Richard and Dawn Jamison; and

WHEREAS, on the ____ day of _____ 2017, 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. 2099 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2099 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Seaford Hundred, Sussex County, Delaware, and lying on the north side of Woodpecker Road, approximately 600 feet east of Green Briar Road and being more particularly described in attached deed prepared by Haller & Hudson, said parcel containing 49.12 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.

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 August 14, 2017

Application: CU 2104 Grace-n-Mercy Ministries Inc. KS

Applicant: Joyce Mizzelle
14 Gardenia Blvd.
Greenwood, DE 19950

Owner: Grace-n-Mercy Ministries
P.O. Box 70
Greenwood, DE 19950

Site Location: Southeast corner of Woodyard Rd. and Sussex Hwy. (Rt. 13)

Current Zoning: AR-1 (Agricultural Residential District)

Current Use: Agricultural

Proposed Use: Cemetery

Comprehensive Land
Use Plan Reference: Low Density

Councilmatic
District: Mr. Wilson

School District: Woodbridge School District

Fire District: Greenwood Fire District

Sewer: Unknown

Water: Unknown

Site Area: 9.98 ac. +/-

Tax Map ID.: 530-5.00-40.05



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Sussex County
DELAWARE
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Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: September 29, 2017

RE: County Council Report for CU 2104 Grace-n-Mercy Ministries Inc.

The Planning and Zoning Department received an application (CU 2104 Grace-n-Mercy Ministries Inc.) to allow for a cemetery. The Planning and Zoning Commission held a public hearing on August 24, 2017. The following are the minutes and motion for the Change of Zone from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record as part of the application were the staff analysis, comments from the Sussex County Utility Planning Division, results from the Service Level Evaluation from DelDOT, and a survey.

The Commission found that Mr. Brian Tinley was present on behalf of the application; that the area will be fenced; that the Pastor was unable to attend the meeting and she had additional information regarding the proposed cemetery; that it is intended for members of the church; that the plots would be for sale to the members of the church; that the pastor knew of the exact size and location of the proposed cemetery and that he was not certain of the details; and that the area would be approximately 0.5 ac. on the site.

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

The Commission found that Jim Slushuar, John Orsinger, Leslie Omstader and Donald Guidly spoke in opposition to the application and had concerns about a decrease in property value, potential groundwater contamination, maintenance of the cemetery; that where would the cemetery be located on the site; that they have concern that there is no church on the site; the size being larger than 0.5 ac.; concerns with traffic along Woodyard Rd.; concern with flooding in the area; and they would like it as far away from their property lines as possible.

At the conclusion of the public hearings, the Commission discussed this application, and stated concerns about the lack of detail in the record.

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



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GEORGETOWN, DELAWARE

At their meeting on September 14, 2017, the Commission discussed this application which has been deferred since August 24, 2017.

Ms. Stevenson moved that the Commission recommend denial of Conditional Use # 2104 for GRACE-N-MERCY MINISTRIES, INC., based on the lack of a record made during the public hearing.

While I am not opposed to a cemetery being located on this property owned by the applicant-church, there was not enough information provided for the Commission to make an informed recommendation of approval. For example, no details were provided about the size, location, number of gravesites, access, or other factors that must be considered. Also, there was no detail about the proximity of the proposed cemetery to surrounding properties, the church building and parking proposed on the property, or the tax ditches and their easements that surround most of the property. Under these circumstances, there is not enough of a record to act favorably on this application.

Motion by Mr. Hopkins, seconded by Ms. Stevenson, and carried 4-1 to forward this application to the Sussex County Council with the recommendation that the application be denied for the reasons stated. Motion carried 4-1. Mr. Ross voted against the motion.

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Sussex County
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Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: August 15, 2017
RE: Staff Analysis for CU 2104 Grace-n-Mercy Ministries Inc.

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2104 Grace-n-Mercy Ministries Inc. to be reviewed during the August 24, 2017 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 530-5.00-40.05 to allow for the use as a cemetery. The area of the property to be used for the Conditional Use is 9.98 1.040 ac. +/- . The property is zoned AR-1 (Agricultural Residential District).

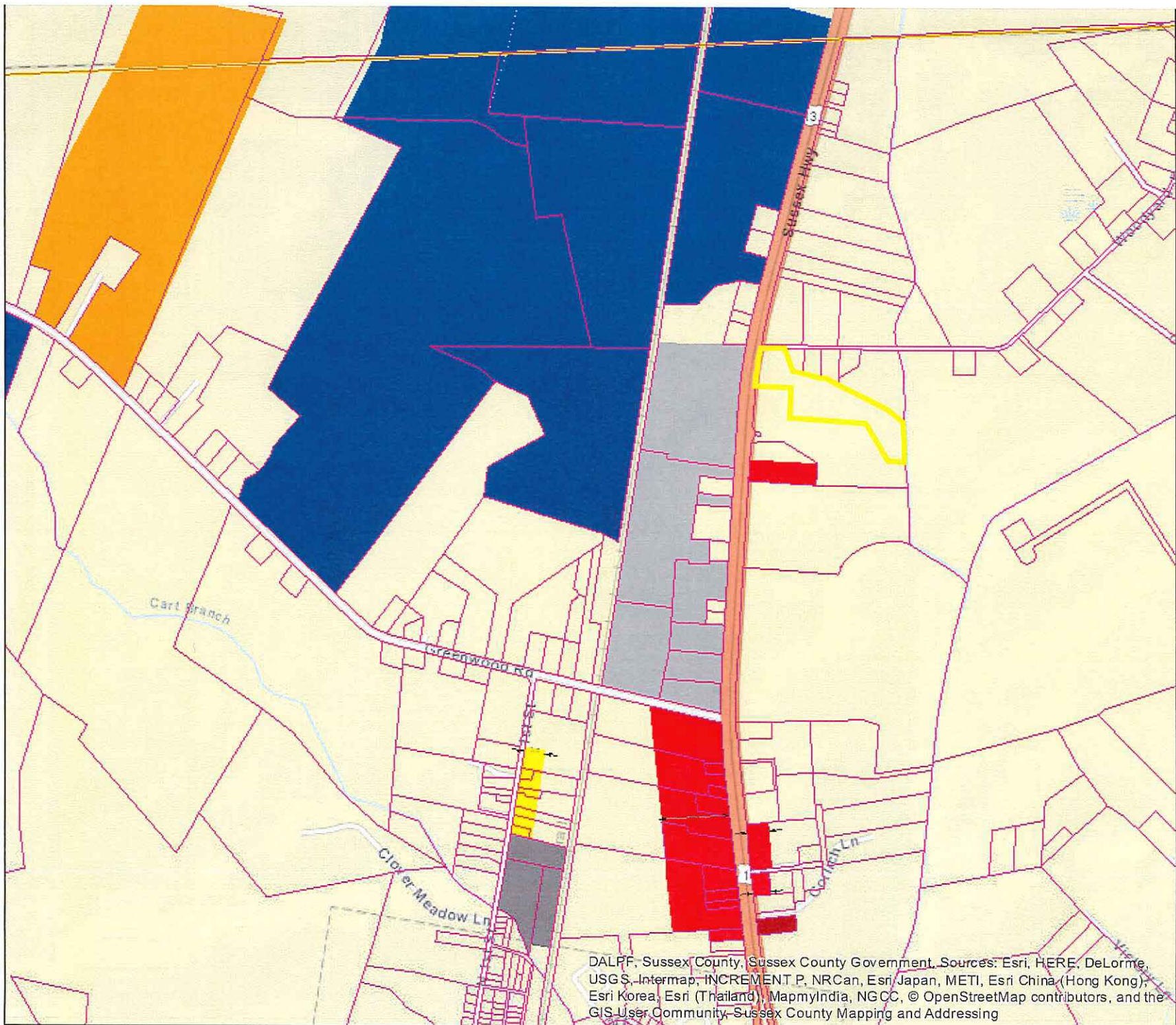
The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates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

The surrounding land use to the north and east are Low Density. The land use to the south are Low Density and Developing Areas. The land use to the west across the street is Planned Industrial Areas. The Low Density Areas land use designation recognizes that business development should be largely confined to businesses that address the needs of single family residences and agriculture. It should also permit industrial uses that support or depend on agricultural uses. The focus of retail and office should provide convenience goods and services to nearby residents and should be limited in their location, size and hours of operation.

The property is zoned 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) and C-1 (General Commercial District). The properties to the west are zoned LI-2 (Light Industrial 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 request to allow for a cemetery could be considered consistent with the land use, and surrounding zoning. Staff notes that the applicant will have to comply with all State requirements for the creation of a new cemetery.





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

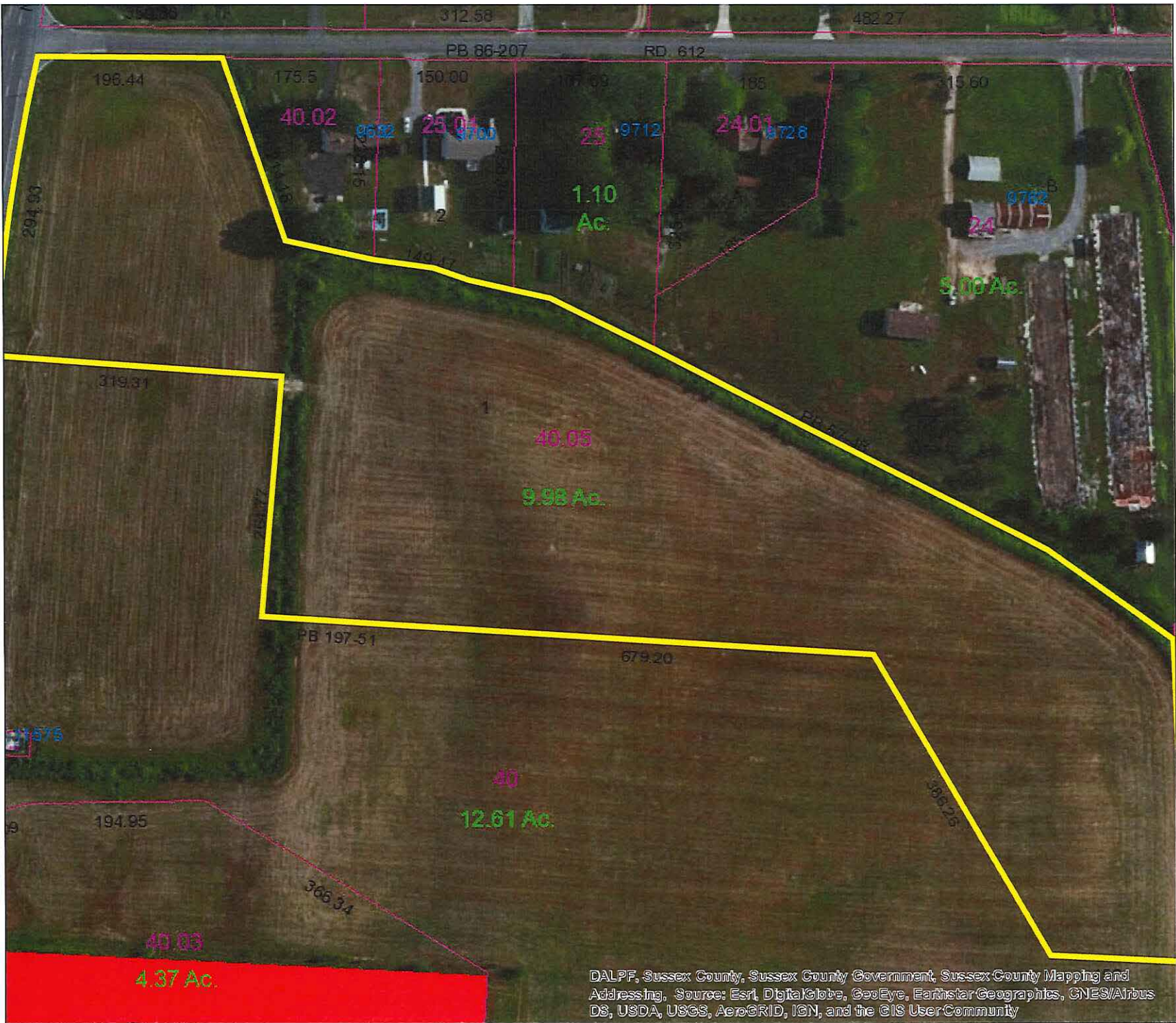
Hydrology

- 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

DALPF - Sussex County, Sussex County Government. Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, 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

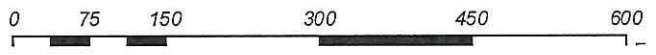
▣ Public Protected Lands

▣ Municipalities

▣ Communities

▣ Boundaries State County

DALPF, Sussex 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



To Be Introduced 06/20/17

**Council District No. 2 – Wilson
Tax I.D. No. 530-5.00-40.05
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY ON A HALF ACRE OF THE 9.8 ACRES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 9.98 ACRES, MORE OR LESS

WHEREAS, on the 17th day of May 2017, a conditional use application, denominated Conditional Use No. 2104, was filed on behalf of Grace-N-Mercy Ministries, Inc.; and

WHEREAS, on the ____ day of _____ 2017, 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. 2104 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2104 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 Northwest Fork Hundred, Sussex County, Delaware, and lying at the southeast corner of Woodyard Road and Sussex Highway (Route 13), and being more particularly described per the attached deed prepared by Brady, Richardson, Beauregard & Chasanov, said parcel containing 9.98 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.

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
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Sussex County Planning & Zoning Commission

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET Planning Commission Public Hearing Date August 14, 2017

Application: CZ 1826 JKJ Properties, LLC RW

Applicant: JKJ Properties, LLC
16889 N. Main St.
Bridgeville, DE 19933

Owner: Jim Weller
16889 N. Main St.
Bridgeville, DE 19933

Site Location: West side of N. Main St. and Sussex Hwy. (Rt. 13) approximately 513 ft. south of E. Newtown Rd.

Current Zoning: AR-1 (Agricultural Residential District) and C-1 (General Commercial District)

Proposed Zoning: CR-1 (Commercial Residential District)

Comprehensive Land Use Plan Reference: Town Center

Councilmatic District: Mr. Vincent

School District: Woodbridge School District

Fire District: Bridgeville Fire District

Sewer: On-site septic

Water: On-site well

Site Area: 15.94 ac. +/-

Tax Map ID.: 131-6.00-11.00



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Sussex County
DELAWARE
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Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: September 29, 2017

RE: County Council Report for CZ 1826 JKJ Properties, LLC

The Planning and Zoning Department received an application (CU 2104 Grace-n-Mercy Ministries Inc CZ 1826 JKJ Properties, LLC) to allow for a change in zone from AR-1 to CR-1. The Planning and Zoning Commission held a public hearing on August 24, 2017. The following are the minutes and motion for the Change of Zone from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record as part of the application were the staff analysis, comments from the Sussex County Utility Planning Division, results from the Service Level Evaluation from DelDOT, an exhibit book and a site plan.

The Commission found that Mark Davidson with Pennoni and Jim Weller, owner of the property were present on behalf of the application; that the property is partially zoned C-1; that they are looking to rezone 4.62 ac. from AR-1 to CR-1; that there has been a business on the site for approximately 20 years; that they assemble and sale of trailers; that a TIS is not required; that there are commercial uses and commercial zoning in the area; that there is some industrial uses in the area; that the land use classification is Town Center; that it is in level 2 in the State Strategies; that it will have on site well and septic; that they are only looing to rezone a portion of the site; that the original C-1 zoning went 600 ft. from the property line and split zoned the site.

The Commission found that there were no persons in favor or in opposition to the application.

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

Mr. Wheatley stated that he would move that the Commission recommend approval of CZ 1826 for JKJ Properties, LLC for a change of zone from AR-1 and C-1 to CR-1 for a portion of the property based upon the record made during the public hearing and for the following reasons:

1. This application represents the expansion of the existing C-1 zone. It will make the commercially zoned area conform to the property's boundaries.
2. This property is in a Town Center area according to the Sussex County Comprehensive Plan. CR-1 zoning is appropriate in this area according to the County Plan.



COUNTY ADMINISTRATIVE OFFICES
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GEORGETOWN, DELAWARE

3. There are other commercially zoned properties in the area including the frontage of this property. CR-1 zoning is appropriate for this location.
4. This location is in close proximity to the Town of Bridgeville and is located along US Rt. 13 approximately 500 ft. from Rt. 404. This is an appropriate location for CR-1 zoning.
5. No parties appeared in opposition to this application.

Motion by Mr. Wheatley, seconded by Mr. Hudson, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons stated. Motion carried 5-0.

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janelle.cornwell@sussexcountype.gov



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: August 15, 2017
RE: Staff Analysis for CZ 1826 JKJ Properties, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1826 JKJ Properties, LLC to be reviewed during the August 24, 2017 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 131-6.00-11.00 (portion of) to go from a AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District). The total acreage of the parcel is 15.94ac. +/- . The area of the property to be rezoned is 4.62 ac. +/- . The remaining area is zoned C-1 (General Commercial District).

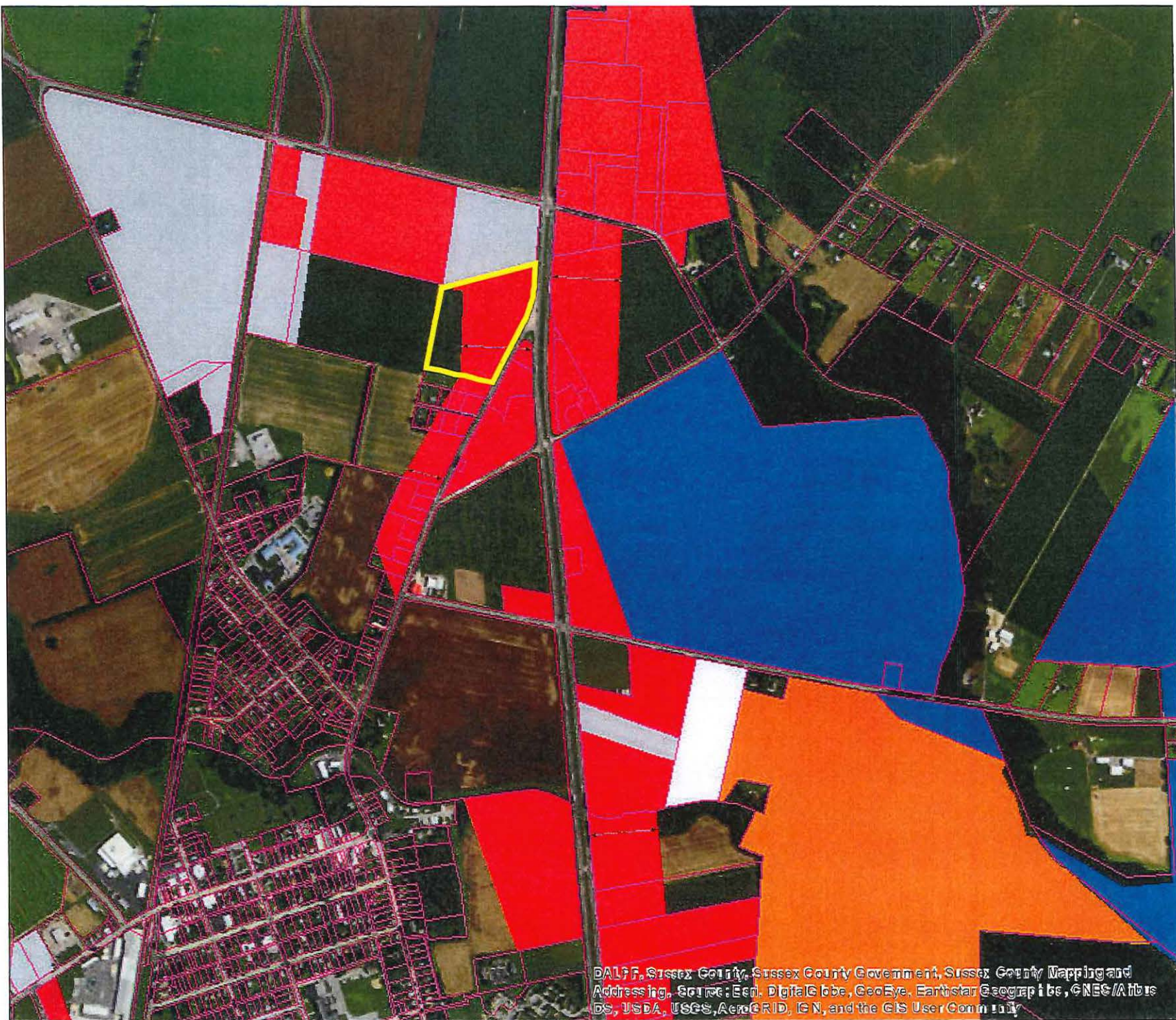
The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates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

The surrounding land use to the north, south, east and west are Town Center. The Town Center land use designation recognizes that a mixture of housing types should be permitted "...including single-family homes, townhouses and multi-family units. Commercial uses should serve the daily needs of the residents, workers and visitors. Retail and office uses compatible with adjacent areas are appropriate. Some smaller scale, low impact industrial operations may be appropriate, but larger industrial uses are proposed to be directed to General Industrial areas. Appropriate mixtures of residential, institution and light commercial uses should be allowed". The CR-1 zoning district is a zoning classification that can be considered within the Town Center.

The property is zoned AR-1 (Agricultural Residential District) and C-1 (General Commercial District). The properties to the north are zoned C-1 (General Commercial District) and LI-2 (Light Industrial District). The properties to the south are zoned AR- 1 (Agricultural Residential District) and C-1 (General Commercial District). The properties to the west are zoned AR- 1 (Agricultural Residential District), C-1 (General Commercial District) and LI-2 (Limited Industrial District). There are no known Conditional Uses in the area.

Based on the analysis of the land use, surrounding zoning and uses, the Change of Zone request from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District) would be considered consistent with the land use, and surrounding zoning.





Addresses / Parcels

- Tax Parcels

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

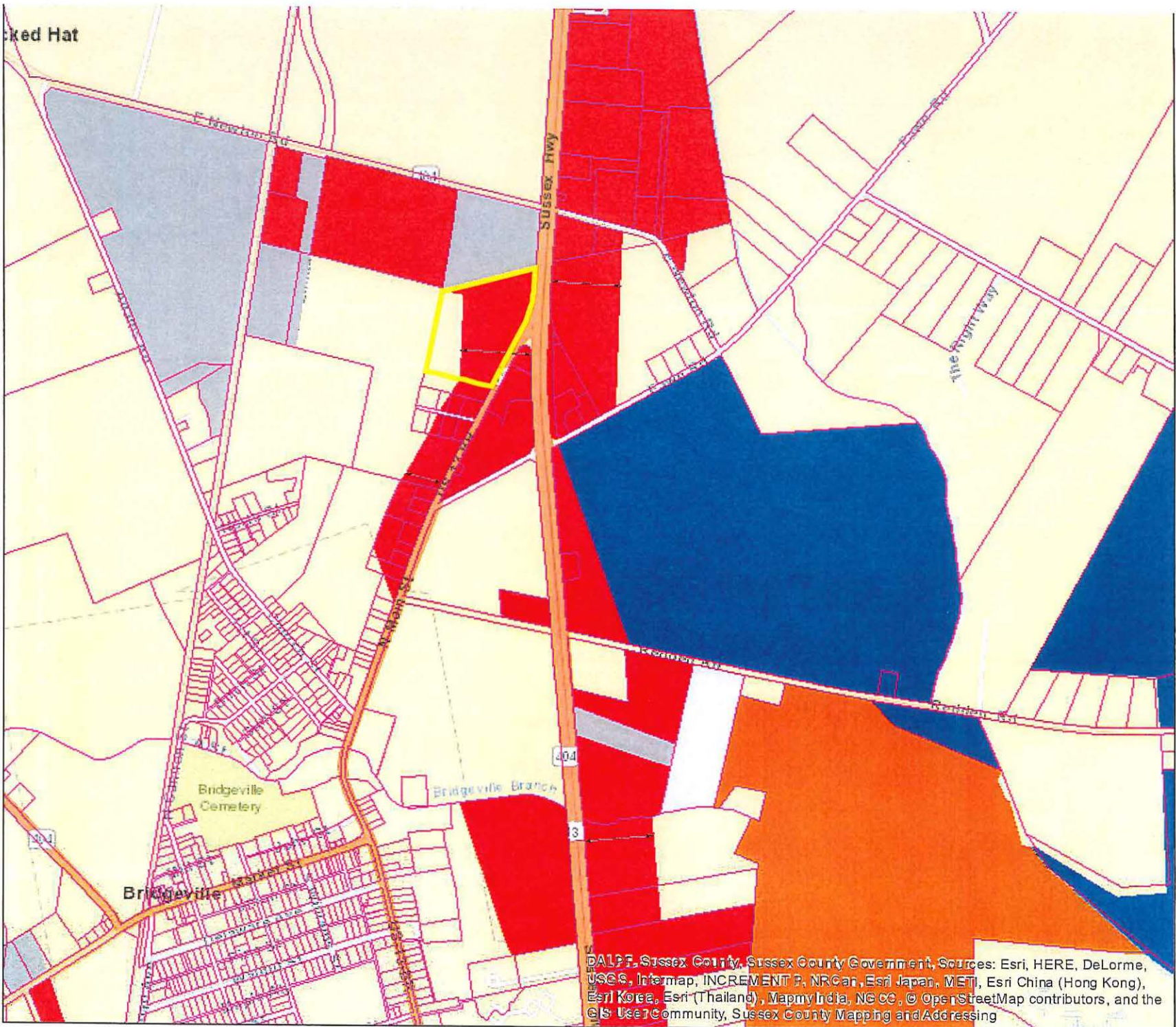
- Municipalities

- Communities

- Boundaries State County

DALFF, Sussex 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





Addresses / Parcels

- Tax Parcels

Council Districts

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

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- Lakes, Ponds, Bays

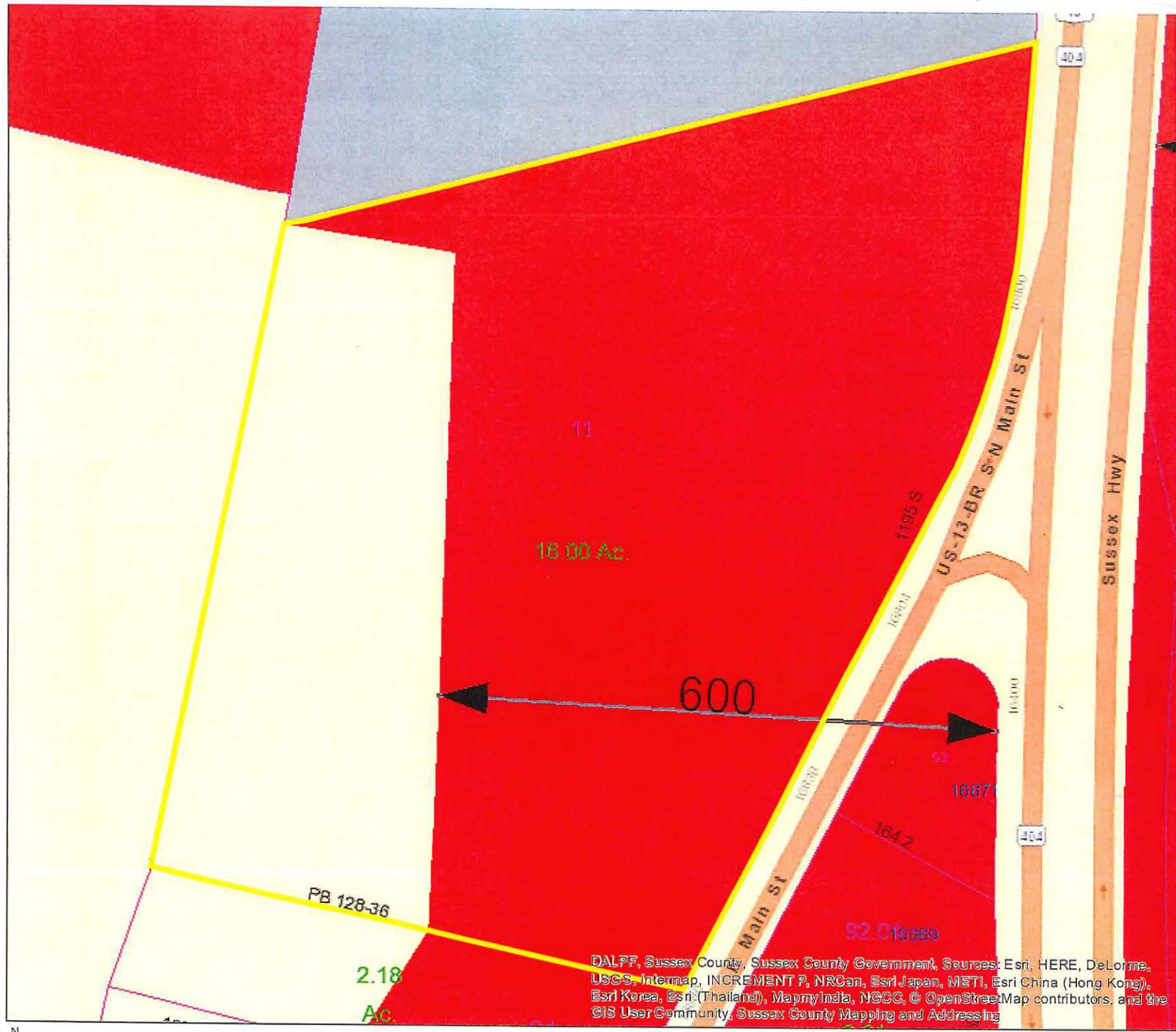
Flood Zones

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

DALPF, Sussex County, Sussex County Government, Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NC CG, © 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

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Sussex County Man



Introduced 05/23/17

**Council District No. 1 - Vincent
Tax I.D. No. 131-6.00-11.00 (portion of)
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-1 GENERAL COMMERCIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 4.62 ACRES, MORE OR LESS, OF A 15.94 ACRE PARCEL

WHEREAS, on the 17th day of April 2017, a zoning application, denominated Change of Zone No. 1826, was filed on behalf of JKJ Properties, LLC.; and

WHEREAS, on the ____ day of _____ 2017, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1826 be _____; and

WHEREAS, on the ____ day of _____ 2017, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

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

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Northwest Fork Hundred, Sussex County, Delaware, and lying west of North Main Street (U.S. Route 13B) and Sussex Highway (U.S. Route 13), approximately 513 feet south of East Newtown Road, and being more particularly described per the attached legal description, and containing 4.62 acres, more or less, of a 15.94 acre parcel.

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

PROPOSED