

# **Sussex County Council Public/Media Packet**

**MEETING:  
October 8, 2019**

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**Sussex County Council  
2 The Circle | PO Box 589  
Georgetown, DE 19947  
(302) 855-7743**

## COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT  
IRWIN G. BURTON III, VICE PRESIDENT  
DOUGLAS B. HUDSON  
JOHN L. RIELEY  
SAMUEL R. WILSON JR.



# Sussex County

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## SUSSEX COUNTY COUNCIL

### AGENDA

OCTOBER 8, 2019

10:00 A.M.

#### Call to Order

#### Approval of Agenda

#### Approval of Minutes

#### Reading of Correspondence

#### Public Comments

#### Todd Lawson, County Administrator

##### 1. Administrator's Report

#### Hans Medlarz, County Engineer

##### 1. Town of Georgetown

###### A. Approval of Biosolids Handling Agreement

###### B. Approval of Water Interconnection Agreement

###### C. Capacity Surrender Approval under Agreement for Wastewater Services

##### 2. Building Demolition and Site Restoration, Project C20-03

###### A. Recommendation to Award

##### 3. Inland Bays Environmental Engineering Services, Project 19-05

###### A. RK&K Amendments 1 through 3 – Additional Funding



**4. Herring Creek & Chapel Branch Sanitary Sewer Districts with Robinsonville Road Development Area Pump Stations, Project S20-06**

**A. Recommendation to Award**

**10:30 a.m. Public Hearings**

**“AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLES IV, XXV, XXVI, AND XXVII BY AMENDING SECTIONS 115-20, 115-23, 115-187, 115-196 AND 115-210 REGARDING MANUFACTURED HOMES AND MANUFACTURED HOUSING”**

**“AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLES IV, V, VIII, X, XA, XB, XIB, XIC, XID, XIE, XIF, XIII, XIV, AND XV BY AMENDING SECTIONS 115-21, 115-30, 115-54, 115-70, 115-75.3, 115-75.10, 115-83.12, 115-19, 115-83.27, 115-83.34, 115-83.41, 115-95, 115-103, 115-112 AND TABLE IV REGARDING THE USE OF MANUFACTURED HOME-TYPE STRUCTURES AS TEMPORARY BUILDINGS INCIDENTAL TO CONSTRUCTION OPERATIONS OR THE SALE OF LOTS”**

**Janelle Cornwell, Planning and Zoning Director**

**1. Report on Planning and Zoning Commission’s recommendation and closing of the record**

**A. Conditional Use No. 2183 filed on behalf of Brent and Lisa Hershey**

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A STORAGE FACILITY WITH OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 9.167 ACRES, MORE OR LESS” (Tax I.D. No. 235-15.00-26.07) (911 Address: 14374 Clyde’s Drive, Milton)**

**B. Conditional Use No. 2184 filed on behalf of Linda Ann Yupco-Connors**

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR EQUIPMENT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.91 ACRE, MORE OR LESS” (Tax I.D. No. 334-11.00-15.00) (911 Address: 32260 Jimtown Road, Lewes)**

**C. Conditional Use No. 2187 filed on behalf of Daniel Ostinvil**

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MOTOR VEHICLE SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 0.1657 ACRE, MORE OR LESS” (Tax I.D. No. 232-12.18-51.00) (911 Address: 31016 North Poplar Street, Laurel)**

**Old Business**

**Change of Zone No. 1883 filed on behalf of OA-BP Marina Bay-Lakeside, LLC  
“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY TO AMEND CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1475 (ORDINANCE NO. 1573) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 787.787 ACRES, MORE OR LESS” (Tax I.D. No. 234-30.00-1.00 through 430.00) (911 Address: None Available)**

**Grant Request**

1. Marine Corps League for Delaware Devil Dogs Detachment #780 for Birthday Ball Fundraiser
  
2. Delaware Celebration of Jazz for Rehoboth Beach Jazz Festival

**Introduction of Proposed Zoning Ordinances**

**Council Members’ Comments**

**Adjourn**

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Sussex County Council meetings can be monitored on the internet at [www.sussexcountycle.gov](http://www.sussexcountycle.gov).

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In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on October 1, 2019 at 4:30 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

###

**SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 1, 2019**

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 1, 2019, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

<b>Michael H. Vincent</b>	<b>President</b>
<b>Irwin G. Burton III</b>	<b>Vice President</b>
<b>Douglas B. Hudson</b>	<b>Councilman</b>
<b>John L. Rieley</b>	<b>Councilman</b>
<b>Samuel R. Wilson Jr.</b>	<b>Councilman</b>
<b>Todd F. Lawson</b>	<b>County Administrator</b>
<b>Gina A. Jennings</b>	<b>Finance Director</b>
<b>J. Everett Moore, Jr.</b>	<b>County Attorney</b>

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

**Call to  
Order**

Mr. Vincent called the meeting to order.

**M 486 19  
Approve  
Agenda**

A Motion was made by Mr. Wilson, seconded by Mr. Burton, to approve the Agenda, as posted.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Minutes**

The minutes of September 24, 2019 were approved by consent.

**Public  
Comments**

A public comment period was held and the following spoke: Dan Kramer.

**Sussex  
Central FFA  
Parlia-  
mentarian  
Procedure  
Team**

Members of the Sussex Central FFA Parliamentary Procedure Team conducted a mock meeting using Roberts Rules of Order. The team will be competing in a national competition at the National FFA Convention; the team recently placed 4th in a regional competition. The Team's advisor explained that, at the national competition, the team must successfully demonstrate an official business meeting using Roberts Rules of Order.

**UD  
Carvel  
Research  
and  
Education  
Center**

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 Programs, Lasher Lab Poultry Research, Crop Programs, and Safety Programs, as well as the Internship Program. Dr. Isaacs thanked the

**UD  
(continued)** Council for its continued financial support and noted that all funds are used in Sussex County to support the agricultural community.

**DelDOT  
MOU  
Update** Vince Robertson, Assistant County Attorney; Janelle Cornwell, Planning and Zoning Director; and Mark Coté of DelDOT were present to discuss the Sussex County – DelDOT Memorandum of Understanding (MOU) for land development coordination.

Mr. Lawson reported that County staff is working with DelDOT staff to update the current MOU which has been in place since 1988; and that it was agreed that County staff would initially draft an updated MOU and subsequently share with DelDOT. In June 2019, County staff sent the initial draft to DelDOT for their comments. In September, DelDOT staff returned their comments to the County.

The draft of the updated MOU was presented and changes to the document were highlighted. The current MOU only addresses rezonings; it does not address Conditional Uses, Subdivisions, or RPCs. This has been corrected in the draft MOU. The updated MOU promotes master planning whenever possible, including the installation of interconnectivity or additional roadways. The updated MOU provides better definitions, especially to DelDOT's transportation terms. The updated MOU does a better job of clarifying the TIS, TOA, and "Fee in Lieu" Process. The TIS process will take into account the 6-year CTP. The "Fee in Lieu" process can occur where there are existing recent traffic studies of an area in question. In that case, a "Fee in Lieu" of a TIS can be paid, but this does not affect payments that a Developer will have to pay for roadway improvements. The updated MOU recognizes that DelDOT is in the best position to suggest conditions of approval related to traffic and roadways; therefore, the updated MOU states that DelDOT shall suggest any conditions that the County can then impose as part of a land use approval. DelDOT may also suggest phasing of a development to coincide with area roadway improvements; this phasing can then be incorporated into the County land use approval. The MOU also states that a Level of Service of "D" shall be maintained wherever possible. If the LOS is not maintained, there must be sufficient reasons given why a developer should not be required to take steps to maintain the LOS, and those reasons must be stated as part of the County's land use decision. The updated MOU addresses all rezonings, plus commercial site plans. It directs DelDOT to provide as much information as possible on a rezoning, recognizing that through the Zoning Code, often multiple permitted uses can occur on a property. It allows a developer to obtain a TIS, TOA or "Fee-in-Lieu" as part of a rezoning if a developer has a specific use in mind. Sussex County can require another TIS, TOA, or "Fee-in-Lieu" if the use changes through a different site plan review. It also confirms that Sussex County can withhold site plan approvals until DelDOT has approved all necessary roadway improvements. The updated MOU confirms that Sussex County is entitled to participate in the negotiations between DelDOT and a developer, and that any agreements between DelDOT and a developer cannot be modified without consultation with

**DelDOT  
MOU  
Update  
(continued)**

**Sussex County.**

**Council members discussed and raised questions and concerns regarding the draft MOU.**

**Mr. Lawson reported that efforts will continue to finalize the document and to seek approval from Council and DelDOT. Once Council and DelDOT are comfortable with the final document, the MOU will be taken to public hearing before the Planning and Zoning Commission and the Sussex County Council.**

**Adminis-  
trator's  
Report**

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

**1. Projects Receiving Substantial Completion**

**Per the attached Engineering Department Fact Sheets, Lewes Crossing – Phase 8 (Plan Approval and Construction Record) and The Estuary – Phase 2-2A (Construction Record) received Substantial Completion effective September 24<sup>th</sup> and September 25<sup>th</sup>, respectively.**

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

**Considera-  
tion of  
Georgetown  
Fiber Ring  
Acquisition**

**Dwayne Kilgo, Information Technology Director, referenced that, in August 2015, Sussex County partnered with Broad Valley for the installation of 144 strands of fiber to host services such as high-speed broadband internet and enterprise private network services. The fiber ring allowed the County to connect its Georgetown facilities and IT infrastructure on six (6) dedicated strands of single mode dark fiber, which provides seamless, speed-of-light connectivity and redundancy that previous solutions could not provide. The existing contract with Broad Valley is a five-year agreement and this is the last year of the agreement; the next 5-year renewal would cost the County \$510,000 for the 12 strands. He reported that, in September 2019, Sussex County framed an agreement of terms to acquire the Georgetown Fiber Ring. This agreement would allow Sussex County exclusive ownership and control with the ability to market and solicit other broadband service providers in the future. This would serve as a potential income stream for the County and would represent another step and public offering in the County's larger broadband expansion initiative. Per the proposed agreement, the County would pay Broad Valley Micro Fiber Networks Inc. \$510,000 for the acquisition. The County currently leases six (6) strands of fiber for \$8,500 per month. By acquiring this infrastructure, the County would shift from a lease arrangement to an owned-and-operated model, giving the County full system and financial control, and represents an annual savings of \$102,000 within five (5) years. In accordance with the proposed agreement, Broad Valley would sell all 144 fibers with ancillary equipment to Sussex County for \$510,000; Broad Valley would pay \$5,200 per month or continue to service the fiber for free to access six (6) fiber strands.**

**M 487 19**  
**Authorize Agreement/ Purchase of Georgetown Fiber Ring/ Broad Valley Micro Fiber Networks**

**A Motion was made by Mr. Burton, seconded by Mr. Rieley, that the Sussex County Council authorizes the Information Technology Director to enter into an Agreement with Broad Valley Micro Fiber Networks Inc. to purchase the Georgetown Fiber Ring for a cost not to exceed \$510,000.**

**Motion Adopted: 4 Yeas, 1 Nay.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Nay; Mr. Burton, Yea; Mr. Vincent, Yea**

**Airport Leases**

**Jim Hickin, Airport Manager, presented Airport leases for the Council's consideration.**

**Airport Lease Amendment/ Georgetown Air Services**

**Mr. Hickin presented a Second Amendment to the Lease Agreement with Georgetown Air Services. On May 21, 2019, Council approved a Memorandum of Understanding (MOU) with Georgetown Air Services, LLC as well as the release of a Request for Proposals (RFP) for the ground lease and hangar development on Lot A3-2 (Old Terminal Building lot). A RFP was advertised soliciting competitive redevelopment proposals with emphasis on the overall long-term benefit to Delaware Coastal Airport. The RFP was released May 21, 2019 and a single proposal was received. The sole respondent was Schell Brothers LLC. Under the terms of the approved MOU, the Engineering Department is seeking Council's approval of the Second Amendment to Georgetown Air Services 2016 lease. The amendment releases Lot A3-2 from the leased premises. It also establishes a rental rate of \$0.02 per gallon of fuel sold by Georgetown Air Services and aligns the lease term with Georgetown Air Services' lease of Lot C-1.**

**M 488 19**  
**Approve Lease Amendment/ Georgetown Air Services**

**A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the Second Amendment to the April 29, 2014 Lease Agreement between Sussex County and Georgetown Air Services for Lot A3-2, as presented.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea**

**Airport Lease Agreement/ Schell Aviation**

**Jim Hickin, Airport Manager, reported that the Engineering Department is seeking Council's approval of a new lease with Schell Aviation, LLC. They propose to build a 22,000± square foot hangar facility with a lease term of 30 years commencing October 1, 2019, with two additional 10-year renewal options. Rent will begin at 40 cents per square foot per year and increase every five years by the CPI-U. Forty centers per square foot per year was established during the RFP process as a competitive starting point for market value rent at Delaware Coastal Airport. Mr. Hickin noted that**



(continued) **Schell Aviation LLC is proposing a 26,000± square foot hangar facility.**

**M 489 19**      **A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the Lease Agreement between Sussex County and Schell Aviation, LLC for Lot A3-2, as presented.**

**Approve  
Lease  
Agreement/  
Schell  
Aviation**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:    Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Airport  
Lease  
Agreement/  
Cay  
Properties**

**Jim Hickin, Airport Manager, reported that Cay Properties, LLC has leased Lots 17 and 18 in the Sussex County Industrial Park (now Delaware Coastal Business Park) since 1996 and does business as TPI Partners, Inc. Cay Properties' initial lease term is due to expire in 2026; however, Cay Properties has requested a new lease be negotiated to provide increased certainty for future expansion. Airport and County officials have been working with Cay Properties on a lease acceptable to both parties. The initial term of the lease will be 30 years, with the option to extend another 20 years. Rent will begin at \$7,008.00 per year (the current rate) and steadily increase to \$33,075.50 per year in Year 18. Beginning in Year 19, rent will be set at the appraised Fair Market Value, with CPI increases every five years.**

**M 490 19**      **A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the Lease Agreement between Sussex County and Cay Properties LLC for Lots 17 and 18, as presented.**

**Approve  
Lease  
Agreement/  
Cay  
Properties**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:    Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**IBRWF/  
Regional  
Biosolids  
and  
Septage  
Facilities  
Project  
Change  
Order**

**Hans Medlarz, County Engineer, presented Change Order No. 1 to the Inland Bays Regional Wastewater Facility, Regional Biosolids and Septage Facilities, Project 18-19. It was noted that this contract was awarded to Bearing Construction, Inc. in the amount of \$13,668,346.00. This change order, which results in a credit of \$321.47, is for the elimination of a portion of the 36" effluent line due to an improved future design and for the increase of the size of the sludge cake pump station to allow for larger pump and improved future maintenance.**

**M 491 19  
Approve  
Change  
Order/  
IBRWF/  
Regional  
Biosolids  
and Septage  
Facilities  
Project**

**A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 1 for Contract No. 18-19, Inland Bays Regional Wastewater Facility, Regional Biosolids and Septage Facilities (Project 18-19), be approved, decreasing the contract amount by \$321.47, for a new contract total of \$13,668.024.53.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Old  
Business/  
CZ 1878**

**Under Old Business, the Council considered Chane of Zone No. 1878 filed on behalf of Captain's Way Development.**

**The County Council held a Public Hearing on this application on July 16, 2019 at which time action was deferred for the recommendation of the Planning and Zoning Commission and the record was left open for 5 days for written comments regarding that recommendation.**

**Janelle Cornwell, Planning and Zoning Director, reported that the Planning and Zoning Commission made a recommendation of approval at their meeting on July 18, 2019, with an amendment to Condition A of Ordinance No. 2295 stating that "The maximum number of lots shall not exceed 301. *In addition to the main single-family dwelling on each lot, one (1) garage studio apartment shall be permitted. No garage studio apartment shall exceed 800 square feet in size and shall comply with the regulations of the Sussex County Zoning Code. The garage studio apartments shall be owned in common with the main single-family dwelling on the lot, and the owner of the residence shall occupy one of the units on the property.*"**

**Ms. Cornwell also reported that a letter from the Applicant was received requesting that the number of lots for the Special Use Exception under Section 115-23(C)6 be reduced from 301 lots to one (1) lot. In the Applicant's letter, it was stated that "The reason for this request for reduction from 301 lots to one (1) lot is that the approval and construction of one (1) garage/studio apartment will not require, trigger or create the need for any additional, revised or modified agency approvals. It was stated during the public hearing that approval for 301 lots with the accessory use would create the need for additional agency approvals. Acquiring those additional agency approvals would be extremely detrimental to the progression and timing of this project and cannot be entertained at this time. It is our intention to build a model home with the accessory use garage/studio apartment and allow the market to determine the receptibility of this option. If buyers desire such garage/studio apartment accessory use, then the applications for approval before the Board of Adjustment will be made at that time."**

(continued) **Mr. Burton commented on the application and concerns he has with the application and the Applicant's request for reduction**

**M 492 19  
Amend  
Condition/  
CZ 1878**

**A Motion was made by Mr. Burton, seconded by Mr. Hudson, to amend Condition A (of Ordinance No. 2295) to read as follows: "The maximum number of lots shall not exceed 301. In addition to the main single family dwelling on each lot, one (1) garage studio apartment shall be permitted on no more than 15 percent of the lots. The Restrictive Covenants and the Final Recorded Site Plans shall clearly state that 15 percent of the homes may have garage studio apartments and all purchasers shall sign an acknowledgement that they are aware of that covenant. Further, the Developer or HOA shall notify all lot owners in each phase when a garage/studio apartment is built in that phase. No garage/studio apartment shall exceed 800 square feet in size and shall comply with the regulations of the Sussex County Zoning Code. The garage/studio apartment shall be owned in common with the main single family dwelling on the lot and the owner of the residence shall occupy one of the units on the property."**

**Motion Adopted: 3 Yeas, 2 Nays.**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Nay;  
Mr. Wilson, Nay; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**M 493 19  
Adopt  
Ordinance  
No. 2681/  
CZ 1878**

**A Motion was made by Mr. Burton, seconded by Mr. Hudson, to Adopt Ordinance No. 2681 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A GR-RPC (GENERAL RESIDENTIAL DISTRICT - RESIDENTIAL PLANNED COMMUNITY) TO A GR-RPC (GENERAL RESIDENTIAL DISTRICT - RESIDENTIAL PLANNED COMMUNITY) TO ALLOW FOR GARAGE STUDIO APARTMENTS FOR CHANGE OF ZONE NO. 1721 (ORDINANCE NO. 2295) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 154.72 ACRES, MORE OR LESS" (Change of Zone No. 1878) filed on behalf of Captain's Way Development, LLC, for reasons given by the Planning and Zoning Commission, and for reasons given by Mr. Burton, and with Condition 7A, as amended.**

**7A. "The maximum number of lots shall not exceed 301. In addition to the main single family dwelling on each lot, one garage studio apartment shall be permitted on no more than 15 percent of the lots. The Restrictive Covenants and the Final Recorded Site Plans shall clearly state that 15 percent of the homes may have garage studio apartments and all purchasers shall sign an acknowledgement that they are aware of that covenant. Further, the Developer or HOA shall notify all lot owners in each phase when a garage/studio apartment is built in that phase. No garage/studio apartment shall exceed 800 square feet in size and shall comply with the regulations of the Sussex County Zoning Code. The garage/studio apartment shall be owned in**

**M 493 19**                    **common with the main single family dwelling on the lot and the owner**  
**(continued)**                    **of the residence shall occupy one of the units on the property.”**

**Motion Adopted:        5 Yeas.**

**Vote by Roll Call:        Mr. Hudson, Yea; Mr. Rieley, Yea;**  
                                 **Mr. Wilson, Yea; Mr. Burton, Yea;**  
                                 **Mr. Vincent, Yea**

**Introduction**  
**of Proposed**  
**Ordinances**

**Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM-DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED AND LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.927 ACRES, MORE OR LESS” (Change of Zone No. 1901) filed on behalf of Mary and Victor Rico (Tax I.D. No. 234-7.00-100.00) (911 Address: 20797 Sunset Lane, Lewes).**

**Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM-DENSITY RESIDENTIAL DISTRICT) FOR MULTI-FAMILY (7 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED AND LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY CONTAINING 0.927 ACRES, MORE OR LESS” (Conditional Use No. 2200) filed on behalf of Mary and Victor Rico (Tax I.D. No. 234-7.00-100.00) (911 Address: 20797 Sussex Lane, Lewes).**

**The Proposed Ordinances will be advertised for Public Hearing.**

**M 494 19**  
**Go Into**  
**Executive**  
**Session**

**At 12:23 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Wilson, to recess the Regular Session and go into Executive Session for the purpose of discussing matters relating to land acquisition and collective bargaining.**

**Motion Adopted:        5 Yeas.**

**Vote by Roll Call:        Mr. Hudson, Yea; Mr. Rieley, Yea;**  
                                 **Mr. Wilson, Yea; Mr. Burton, Yea;**  
                                 **Mr. Vincent, Yea**

**Executive**  
**Session**

**At 12:30 p.m., an Executive Session was held in the Basement Caucus Room for the purpose of discussing matters relating to land acquisition and collective bargaining. The Executive Session concluded at 1:26 p.m.**

**M 495 19**  
**Reconvene**

**At 1:33 p.m., a Motion was made by Mr. Burton, seconded by Mr. Rieley, to come out of Executive Session and to reconvene the Regular Session.**

**Motion Adopted:        5 Yeas.**

**M 495 19  
(continued)**      **Vote by Roll Call:**    **Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**E/S Action**      **There was no action on Executive Session matters.**

**M 496 19  
Adjourn**      **At 1:33 p.m., a Motion was made by Mr. Burton, seconded by Mr. Hudson,  
to adjourn.**

**Motion Adopted:**    **5 Yeas.**

**Vote by Roll Call:**    **Mr. Hudson, Yea; Mr. Rieley, Yea;  
Mr. Wilson, Yea; Mr. Burton, Yea;  
Mr. Vincent, Yea**

**Respectfully submitted,**

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

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

## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

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

**RE:** *Town of Georgetown and Sussex County*  
*A. Approval of Biosolids Handling Agreement*  
*B. Approval of Water Interconnection Agreement*  
*C. Capacity Surrender Approval under Agreement for Wastewater Services*

**DATE:** October 8, 2019

In August of 2016, Council approved a comprehensive expansion project to the Inland Bays Regional Wastewater Facility (IBRWF), including among other aspects, a regional biosolids handling facility which will operate most efficiently with third party loadings. The facility is on track to be operational by spring of 2020. Until then, all partners will continue their respective independent operations. Future facility expenses will be calculated on a dry ton basis using actual previous years' maintenance and operation expenses developing an accurate, fair and consistent rate.

The Cities of Rehoboth Beach and Seaford, the Lewes Board of Public Works, as well as Artesian Wastewater Management, Inc. provide treatment services for various areas of the Unified Sanitary Sewer District. In a cooperative engineering effort, the County's design has integrated in the facility, the transfer of Class B biosolids to IBRWF for final treatment. The County has executed biosolids agreements with all four jurisdictions. On September 25, 2019, the Town Council of Georgetown approved the attached agreement. The Engineering Department is now requesting approval of the twenty (20) year agreement with Georgetown for the treatment of Class B biosolids at the IBRWF.

The Delaware Coastal Business Park receives potable water services as well as separate fire protection services through the County while the entities located at the Coastal Airport along Rudder Lane, receive integrated water services from the Town of Georgetown. The potable County system and the Town's integrated water system are not interconnected despite only



being separated by the main airport runway. On September 25, 2019, the Town Council of Georgetown approved the design and construction of an interconnection under an equal cost share basis. In addition, the Town Council requested the ability to buy or sell water at the established in Town rate. The Engineering Department is now requesting approval in principle of the draft Water Interconnection Agreement with the Town of Georgetown.

The Delaware Coastal Business Park, as well as the entities located at the Coastal Airport along Rudder Lane, receive wastewater treatment services from the Town of Georgetown under the April 23<sup>rd</sup>, 2008 Agreement last amended by addendum on August 14, 2018.

Given the limited availability of municipal sewer capacity, the Agreement allows for the surrender of capacity under Article VIII by redirecting it to alternate wastewater service providers. It currently reads: "Contract User has the option to surrender capacity below the Base Flow Volume with twelve (12) months prior written notice. If Contract User surrenders 100% of the capacity, Owner has the option to request flow reversal from Owner to Contract User up to 200% of said capacity." This option allows the Town to regain capacity beyond the County flows without initial capital contribution, while allowing the County to recuperate all capital funds over the life of the investment. The Finance and Engineering Departments recommend approval of the capacity surrender as outlined in the Agreement.

**BIOSOLIDS HANDLING AGREEMENT**  
**BETWEEN**  
**SUSSEX COUNTY AND THE TOWN OF GEORGETOWN**

THIS AGREEMENT (the “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (“Effective Date”), by and between **Sussex County** (the “County”) and **the Town of Georgetown** (the “Town”).

**WITNESSETH:**

WHEREAS, the County owns a wastewater treatment facility known as the Inland Bays Regional Wastewater Facility (“IBRWF”); and

WHEREAS, the County intends to construct a Class A biosolids treatment facility at the IBRWF (“Biosolids Facility”); and

WHEREAS, once the IBRWF Biosolids Facility is complete, The Town desires to dispose of its biosolids produced at the Town’s Cedar Lane wastewater treatment facility at the Biosolids Facility for treatment and disposal.

**NOW, THEREFORE**, in consideration of the mutual covenants and other consideration contained herein, the sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The parties agree to the following definitions for the purposes of this Agreement:
  - a) **Treatment:** shall mean those processes as are necessary to provide a Class A biosolids that can be land applied or otherwise beneficially used by the County in compliance with future Limited Distribution Permit(s) to be issued by the State of Delaware.
  - b) **Biosolids:** shall mean the sludges generated by biological treatment of wastewater that is not recycled back to the biological facility. Class A biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(a). Class B biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(b).



2. Term. The term of this Agreement shall commence from the date that the last party hereto executes this Agreement and shall remain in effect for twenty (20) years from the Effective Date, unless earlier terminated for default as provided herein or terminated by thirty (30) days' written notice by either party for any reason. The County shall give notice on the date that the County is ready and able to accept biosolids from The Town, but due to factors outside of its control, the County will not commit to a firm date for opening the Biosolids Facility for operation. The County estimates that it will be ready and able to start accepting biosolids at the IBRWF by April 1, 2020. Until the opening date of the Biosolids Facility, The Town has agreed to make interim biosolids disposal arrangements outside of this Agreement.

3. Transportation. The County agrees to transport the biosolids from The Town's facility via its tanker truck(s). In order to initiate transport acceptance, The Town shall send electronic notice to the County's staff member(s) designated to receive orders at the Biosolids Facility. Within one (1) business day after receipt, the County shall set a date and time to pick-up The Town loads.

4. Treatment. The County agrees to accept for further treatment up to one hundred (150) dry tons per year of digested Class B biosolids with a minimum 1% solids content up to a maximum of 4% solids content, provided that the County reserves the right to refuse any truckloads of biosolids that exceed the concentrations of parameters set forth in Exhibit A which is attached and incorporated by reference herein. The County also reserves the right to refuse truckloads that are not within the mandatory range of 1% to 4% solids content. In addition, operation and maintenance of facilities not owned by the County and before the point of acceptance by the County, will be responsibility of The Town.

5. Payment. The County shall invoice The Town on a quarterly basis for the biosolids treatment and transportation charges incurred in the previous quarter in accordance with below.

- (a) The transportation fee will be initially one hundred dollars (\$100.00) per truck for the first calendar year of the Biosolids Facility operations, which shall begin on the date that The Town begins sending biosolids to the IBRWF. At the end of the first calendar year, the actual cost covering personnel time will be calculated annually based upon actual hours logged for transportation of The Town's biosolids. At the end of the first

calendar year under full operation, the County will calculate the actual cost per truck and invoice The Town based on the actual rate for the second year. The transportation rate subsequently shall be revised annually for the years remaining in this Agreement.

- (b) The treatment fee will be three hundred dollars (\$300.00) per dry ton during the first calendar year which shall begin on the date that The Town begins sending biosolids to the IBRWF. At the end of the first calendar year, the County will calculate the previous year's maintenance and operation expenses of handling, treating and disposing of each dry ton in its Biosolids Facility and will submit a revised rate to The Town that shall become applicable in the following calendar year. The annually revised rate will be set on this same day each year based upon the overall costs of maintenance and operations at the Biosolids Facility during the previous calendar year divided by the total number of dry tons processed during the previous calendar year. Thus, beginning on January 1<sup>st</sup> of the second year after The Town biosolids are accepted at the IBRWF Biosolids Facility, The Town will pay for the dry tons sent to the Biosolids Facility based on a dry ton rate which will be revised annually for the years remaining in this Agreement.
- (c) The Town shall pay any invoice within forty-five (45) days of the mailing date. Late payments shall be assessed a one percent (1%) late fee, compounded monthly and shall be considered a breach of this Agreement as long as the payments remain outstanding.

6. Biosolids Standards. Prior to commencement of transfers to the Biosolids Facility, The Town shall ensure that all biosolids meet the requirements of the standards set forth in Exhibit A. If necessary, The Town agrees to revise its industrial pretreatment permit(s) in order to meet said standards prior to releasing biosolids to the Biosolids Facility.

7. Calculation of Dry Tons. The solids content of each truckload of digested Class B biosolids received from The Town shall be determined as follows: 1) the County will weigh the truckload received from The Town at its Biosolids Facility on its calibrated IBRWF scales; and 2) the County will take a grab sample from each truck and test it in order to determine the solids content. The weight of the entire truckload will be deemed to have that same percentage as determined in the sample results. A receipt for each delivery noting the results of the weighing and sampling will be provided to The Town within a reasonable timeframe after

delivery of each load. The Town may send a representative to observe any of these steps, in its discretion.

8. Termination.

- (a) Should The Town breach or fail to comply with any of the provisions of the Agreement, the County may in writing order the The Town to remedy such breach. The Town shall cure said breach or failure to comply within thirty (30) days from receipt of notice from the County. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then The Town must inform County of such fact and County will determine a reasonable time to cure. In the event that The Town does not cure within thirty (30) days or the time designated by the County, whichever time period is applicable, this Agreement may be terminated immediately upon County's written notice of such termination. Any costs or expenses that the County incurs as the result of The Town's breach of this Agreement shall be reimbursed to the County within thirty days of sending a detailed invoice, and this obligation survives termination of this Agreement. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.
- (b) Should the County breach or fail to comply with any of the provisions of the Agreement, The Town may in writing order the County to remedy such breach. The County shall cure said breach or failure to comply within thirty (30) days from receipt of notice from the The Town. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then the County must inform The Town of such fact and The Town will determine a reasonable time to cure. In the event that the County does not cure within thirty (30) days or the time designated by The Town, whichever time period is applicable, this Agreement may be terminated immediately upon The Town's written notice of such termination. Any costs or expenses that The Town incurs as the result of the County's breach of this Agreement shall be reimbursed to The Town by the County within thirty days of sending a detailed invoice. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.

9. Inspection of Records. With at least three business days' written notice, each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to the extent necessary to ascertain the accuracy of any information used in the calculations of the payments to be made under this Agreement, including but not limited to, the transportation and treatment charges.

10. Permit Compliance. The County will immediately notify The Town if permit compliance issues are experienced at the IBRWF facility as a result of the biosolids sent to IBRWF by The Town. The County shall provide notice of any compliance issues in writing to The Town. Upon receipt of the notice, The Town will take immediate steps to remedy the issues. If The Town is unable to immediately correct such compliance issues, The Town shall make verbal contact with the County and shall submit a written plan of correction to the County for approval within a reasonable timeframe, as determined by the County, from discovery of the compliance issue and/or receipt of the County's notice, whichever first occurred. Failure of The Town to comply with a correction plan shall constitute a default of this Agreement and shall be a basis to terminate the Agreement in accordance with Section 8.

11. Compliance with Applicable Laws. The parties agree to comply with all applicable permits, statutes, ordinances, rules, orders, policies, regulations and requirements of the Federal, State, County and City Governments and any and all Courts, Departments and Bureaus that may apply to this Agreement. Further, The Town agrees to comply with any reasonable instructions of the County with regard to the preparation of its biosolids to the County for transport.

12. Assignment. The Town shall not assign or transfer any interest in this Agreement to any entity(s) or person(s) whatsoever without first receiving the County's written consent.

13. Notice. 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 The Town: Town Manager, Town of Georgetown, 37 The Circle, Georgetown, Delaware 19947

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 via USPS.

14. Amendments/Modification. No amendments or modifications to this Agreement shall be binding unless in writing and signed by the County and The Town.

15. Binding on Heirs. This Agreement shall be binding upon and for the benefit of the heirs, executors, administrators, and successors of the County and The Town in like manner as upon the original parties, except as provided by mutual written agreement.

16. Integration. 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.

17. Laws of Delaware. 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.

18. Signature Authority. Both the County and The Town represent and warrant that they have the full and complete authority to execute this Agreement on behalf of their respective organizations.

19. Opportunity to Consult with Legal Counsel. The parties acknowledge that each has had the opportunity to consult with legal counsel of their own choosing concerning the provisions of this Agreement.

20. Time Calculations. Time is of the essence. The term “day” as used herein shall mean calendar day, unless specifically defined as a “business day.”

21. Legal Construction. 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.

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

23. Non-Waiver of Rights. 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.

24. No Third-Party Beneficiaries. 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.

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above-mentioned.

**SUSSEX COUNTY**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
(Seal)  
Michael H. Vincent  
President, Sussex County Council

STATE OF)  
DELAWARE

) ss.  
SUSSEX COUNTY )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally came before me, a notary public in and for the State and County aforesaid, Michael H. Vincent, known or satisfactorily proven to me to be the President and of the Sussex County Council, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the County.

As given under my hand and seal of office this day and year aforesaid.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_

ATTEST:

**THE TOWN**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Name: William E. West,  
Mayor of Georgetown

STATE OF)  
DELAWARE

) ss.  
SUSSEX COUNTY )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally came before me, a notary public in and for the State and County aforesaid, William E. West, known or satisfactorily proven to me to be the Mayor of The Town party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in her own hand for The Town.

As given under my hand and seal of office this day and year aforesaid.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_



## WATER INTERCONNECTION AGREEMENT

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

This Agreement is made and entered into this \_\_\_\_ Day of \_\_\_\_, 2019 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “the TOWN”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “the COUNTY”), in connection with the Coastal Business Park’s & Coastal Airport’s potable water district service areas.

**WITNESSETH:**

**WHEREAS**, the TOWN and the COUNTY are the owners of a potable water supply and distribution system, and;

**WHEREAS**, the TOWN and the COUNTY desire to interconnect their respective systems and to purchase potable water from each other from time to time supplying users within their respective service districts, and related services as set forth herein, and;

**WHEREAS**, the interconnection shall be comprised of mains, meter(s), hydrant(s), valves as all other infrastructure to complete the connection between the respective water systems, in accordance with the established TOWN water system standards (hereinafter referred to as “the Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS: The COUNTY shall be responsible for design, installation and commissioning of the Project. The COUNTY shall track expenses directly related to the Project for later partial reimbursement but shall provide all services not directly related to the Project at no expense to the TOWN.
2. TOWN OBLIGATIONS: The TOWN shall, after commissioning of the Project, upon invoicing by the COUNTY for the direct expenses, contribute a one-time 50% cost share towards the implementation of the Project due within thirty (30) days of receipt.
3. CONNECTION POINT: The parties hereto agree to use the metering station, established by mutual consent in a location to be determined, as the point of transfer shifting operation and maintenance responsibilities from the TOWN to the COUNTY and vice versa.
4. WATER PURCHASE: The TOWN and the COUNTY agree to furnish and sell to each other under and pursuant to the terms of this Agreement a supply of water through the connection point
5. RATES: The Parties hereto agree to pay each other for water furnished pursuant to the terms hereof according to the in-Town rate as set forth in the annual budget of the TOWN.
6. BILLING: It is mutually agreed by the parties hereto that the TOWN shall submit a bill or credit to the COUNTY for water used on a monthly basis and the parties hereto agree to pay twenty-five (25) days from the billing date.
7. TERM: It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period of twenty (20) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the initial term or any subsequent renewal term the COUNTY is not in default upon any of the terms or conditions of this Agreement, then the Agreement shall automatically renew for an additional ten (10) year term.
8. METER TESTING. The COUNTY agrees, at its expense and cost and without any expense or liability to the TOWN, to employ a competent testing firm as approved by the TOWN to service and calibrate all metering equipment every ten (10) years.

9. **METER READING.** The TOWN agrees to cause the meter(s) to be read and the COUNTY agrees that the TOWN shall have access at all times to said meter(s) for reading purposes. The TOWN agrees to furnish to County a copy of the results of any such reading conducted by the TOWN.
10. **ENFORCEMENT.** It is mutually agreed by the parties hereto that either party hereto may proceed against the other party hereto either in law or in equity, by suit, mandamus or other proceedings, to enforce or compel performance of any and all covenants contained herein against the other party hereto.
11. **USE OF WATER:** The parties hereto agree not to sell, lease nor give any interest in or right or privilege to utilize any water furnished pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located outside the boundaries of the TOWN or the Coastal Business Park.
12. **QUALITY:** The parties hereto agree that all water delivered shall be of the same quality, purity, and potability as is furnished to its water customers pursuant to the then current primary and secondary Federal drinking water standards under the Safe Drinking Water Act (SDWA).
13. **QUANTITY:** The parties hereto agree that the initial quantity of water purchased by either party shall not exceed 1,500,000 gallons per month and 250,000 gallons per day.
14. **DISCONTINUATION OF SERVICE:** The parties hereto agree that either party may discontinue the purchase of water from the other after providing ten (10) days' advance notice of discontinuation upon the happening of any one or more of the following events, it being understood that any such discontinuance of the purchase of water shall continue only until the violation for which notice is given is corrected:
  - (i) The water supplied does not conform to SDWA; or
  - (ii) The water supplied is corrosive with pH of less than 6.5 as determined by a competent testing firm; or

- (iii) Interruption of water supply resulting in an inadequate supply of water or the reduction of reserve fire storage in the respective storage tank to less than twenty-five percent (25%) of capacity.
  - (iv) A break in the respective distribution water systems until such condition is repaired or isolated.
15. **INDEMNIFICATION.** To the extent permitted by law, the parties shall indemnify, defend and hold the other harmless from and against any and all claims for bodily injury and property damage occurring as a result of its respective water supply and distribution systems or operations incidental thereto unless such claims arise from the negligence of the other party. Such indemnification shall not affect the statutory immunity afforded to either party, and to the extent any claim may be precluded by such immunity, this Paragraph shall not be applied to alter, qualify, or inhibit the parties' immunity.
16. **NON-ASSIGNMENT.** The COUNTY and The TOWN agree not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of the other party being obtained.
17. **WAIVER OF BREACH.** It is mutually agreed by the parties hereto that if either party hereto waives the breach of any covenant or condition contained in this Agreement, such waiver shall not be construed as a waiver of any subsequent breach of the same or a different covenant or condition set forth herein.
18. **BINDING EFFECT.** It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and permitted assigns.
19. **TIME OF ESSENCE.** Time is of the essence for purposes of performing this Agreement. Any reference to "day" shall mean a calendar day, unless specifically noted otherwise herein.
20. **GOVERNING LAW.** The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

21. **MERGER.** It is agreed that this Agreement and its exhibits comprises the full understanding and agreement between the parties regarding this subject, and any representation, warranty, right or obligation, whether oral or in writing, shall not be effective unless such is expressly incorporated in this Agreement. This Agreement may not be modified, amended, or replaced without the signed, written consent of both parties.

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

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

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

**RE:** ***Building Demolition and Site Restoration, Project C20-03***  
A. *Recommendation to Award*

**DATE:** October 8, 2019

The Emergency Medical Services Department has several capital projects in the five (5) year planning period. The new Medic 110/EMS 200 Station was programmed north of Seaford replacing the current location in Blades. The general location was selected based on historical dispatch data, allowing for an alternate response route into Seaford as well as forecasting of future service requests. As a result, in June of 2018 Council approved the purchase of the new site formerly known as "Old Pet Emporium".

The development required professional services and, after a publicly advertised request for proposal process, Council awarded on July 17, 2018, the EMS Department's - Architectural Consulting Services base contract to the George, Miles and Buhr, Inc. for a five (5) year term. The first two task orders covered the North Seaford Medic Station 110 with a budget up to \$150,000. The intent was to match the Rehoboth/Lewes station design. However, the State's fire prevention code had changed since then, requiring now a fire suppression sprinkler system in the building.

Specifications for the work were advertised to the public, and on July 15, 2019, four (4) bids were received. A review of the bids showed the station cost was significantly higher than the last station built, with the main drivers being the on-site fire suppression system and the DelDOT entrance/site improvements. On August 20, 2019, Council rejected all bids and authorized the Engineering Department to rebid the work with a modified scope.

One of the identified cost savings measures was the development of a standalone demolition contract. Specifications were modified as such, and on August 30, 2019, bids were publicly advertised, forwarded directly to contractors and available on the County website. Six plan holders attended the pre-bid and on September 30, 2019, five (5) bids were received. Swain Excavating, Inc. submitted the low bid of \$59,948.75. This offer constitutes an over 50% reduction over the previous general contractor bid. The Engineering Department recommends awarding the project to Swain Excavating, Inc.





# SUSSEX COUNTY

## BID TABULATION SHEET

Project: Building Demolition & Site Restoration

Project No.: C20-03

<b>Bidder</b>	<b>Base Bid</b>	<b>Add/Alternate 1</b>	<b>Total Bid</b>
Swain Excavation, Inc.	51,348.75	8,600.00	59,948.75
John Macklin & Son, Inc.	74,685.75	7,240.00	81,925.75
Brightfields, Inc.	94,376.50	31,275.00	125,651.50
Gateway Construction, Inc.	107,237.50	23,300.00	130,537.50
East Coast Structural Movers, Inc.	128,403.75	12,900.00	141,303.75



## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

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

**RE:** *Professional Environmental Services – Inland Bays and the Sussex County Portion of the Chesapeake Bay Watersheds Approval of Revisions to Amendments No. 1-3 to RK&K’s Base Engineering Agreement*

**DATE:** October 8, 2019

Sussex County’s five (5) year capital projects plan, as approved in the FY 20 Capital Budget, contains projects requiring specialized environmental engineering services. The necessary scope of services, as well as the selection committee appointed was approved by the County Administrator and a Request for Proposals (RFP) was advertised on May 7, 2018, for professional environmental and engineering services. Seven (7) firms responded to the Request for Proposals. On August 14, 2018, Council approved the selection of RK&K to provide a wide range of environmental services. The base contract, in the approved amount of \$250,000 was set to cover the County’s water quality enhancement program as well as the design of “constructed wetlands” at the Inland Bays Regional Wastewater Facility.

On February 26, 2019, Council approved Amendment Nos. 1-3 with initial budgets as shown on the attached spreadsheet. Since then the scopes were further defined and/or expanded and the Engineering Department is seeking approval of the revised budgets for Amendments 1-3.

Amendment No.1 increase in the amount not to exceed \$78,000.00, is continuing the specialized assistance to the Sussex County’s Working Group on buffers. The initial budget was set for work through the definition phase with an associated limited ordinance. However, the work continued beyond that milestone due to the momentum as well as positive feedback from Council. The budget revision of Amendment No.1 will carry the assistance through the development of a draft ordinance covering all aspects of the outline presented to Council on September 10, 2019.



Amendment No. 2 increase in the amount not to exceed \$90,400.00, will provide FAA compliant contract documents for a remediation project in the southern drainage basin associated with the Eli Walls Tax Ditch. It will be tied to the stormwater management master plan for the Delaware Coastal Airport which was developed in the initial phase. The goal is to cover future expansion of impervious areas under the pending Water Quality Offsets/Banking Program, as well as assisting with the application for possible FAA funding.

Amendment No. 3 was associated with the Statewide Community Water Quality Improvement project within Delaware's portion of the Chesapeake Bay watershed. The project funding, previously allocated through the Western Sussex Sewer District Area expansion project, was transferred to the Sussex Conservation District after they received additional funding through the EPA's Chesapeake Bay Program using the County's funds as match. The proposed revision to Amendment No. 3 will cover final construction documents for the Bridgeville Branch Project, as well as documenting the water quality credits in an additional amount not to exceed \$69,300.00 and a transfer from the base contract not to exceed \$28,000.00.

**Professional Environmental Services - Inland Bays and the Sussex County Portion of the Chesapeake Bay Watersheds**

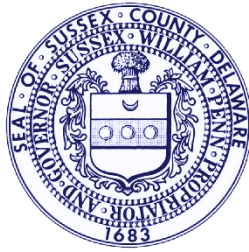
**Pursuant to Professional Environmental Services Consultant Selection RFP, Project# 19-05**

**Updated October 8, 2019**

Description	Task or Amendment	Subtask	Initial Budget	Expended to date	Balance	Cost to complete	Additional fees to be authorized or transferred	Revised Budget
IBRWF Env Eng Services (Original Base Contract)	1							
Water Quality Enhancement		1	\$170,000	\$75,000	\$95,000	\$67,000	<b>-\$28,000</b>	\$142,000
IBWRF Constructed Wetlands		2	\$80,000	\$30,000	\$50,000	\$50,000	\$0	\$80,000
Total Base Contract			\$250,000					\$222,000
Resource Buffer Working Group	1		\$50,000	\$78,000	-\$28,000	\$50,000	<b>\$78,000</b>	\$128,000
Coastal Airport Master & Southern Drainage Area Project Design	2		\$25,000	\$20,400	\$4,600	\$95,000	<b>\$90,400</b>	\$115,400
Bridgeville Branch Renaturalization Design	3		\$25,000	\$34,300	-\$9,300	\$60,000	<b>\$69,300</b>	\$94,300
Bridgeville Branch Credit Documentation			\$0	\$28,000	-\$28,000	\$0	<b>\$28,000</b>	

## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

## Memorandum

**TO:** Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

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

**RE:** *Herring Creek & Chapel Branch Sanitary Sewer Districts with Robinsonville Road Development Area Pump Stations, Project S20-06*  
*A. Recommendation to Award*

**DATE:** October 8, 2019

On July 9, 2016, eligible voters within the proposed Herring Creek Sewer Area approved the sewer district expansion and on August 2, 2016, County Council officially created said expansion. On November 1, 2016, County Council approved WRA Associates, Inc.'s professional services Amendment No. 8 for Aerial Mapping & Environmental Assessment.

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

In addition to the Herring Creek pump stations, the County is pursuing design and construction of two (2) County funded pump stations in the Chapel Branch Sewer District Area as the 3<sup>rd</sup> party funded pump station in the greater Robinsonville Road area. In an attempt to obtain the best pricing, the Engineering Department packaged these stations with the Herring Creek ones after obtaining USDA concurrence for a joint bid with separate bid items for each station.

On August 15, 2019, bids were publicly advertised, forwarded directly to contractors and made available on the County website. Seven (7) plan holders attended the pre-bid and on September 19, 2019, six (6) bids were received. Chesapeake Turf, LLC of Salisbury, Maryland submitted the low base bid of \$5,256,760.00. The Engineering Department recommends awarding the project to Chesapeake Turf, LLC contingent upon USDA concurrence.





September 30, 2019

Mr. Hans Medlarz  
Sussex County Engineering Department  
#2 The Circle  
P.O. Box 589  
Georgetown, DE 19947

Re: Herring Creek Sanitary Sewer District (HCSSD) with Oak Crest and Chapel Green: Pumping Stations:  
Sussex County Contract S20-06

Dear Mr. Medlarz:

We have reviewed the bid documents received by the Sussex County Council on September 19, 2019 for the above referenced project. Chesapeake Turf LLC of Salisbury, MD is the apparent low bidder at \$5,256,760.00 for the project's base bid. Enclosed is a tabulation of bids, as well as a summary of the bid review performed.

Based on our review of the bid submission, in our professional opinion, the Chesapeake Turf LLC bid represents the lowest responsive bid under the terms of the invitation to bid.

Please do not hesitate to contact us if you should have questions.

Very truly yours,

Whitman, Requardt & Associates, LLP

A handwritten signature in blue ink, appearing to read 'Will F. Hinz', written over a faint blue line.

Will F. Hinz, P.E.  
Vice President

Enclosures

cc: Brad Hawkes  
Kaycee Widen  
Dennis Hasson  
File 14256-031

				Engineer's Estimate		Pact Two, LLC Ringoos, NJ		Bearing Construction, Inc. Sudlersville, MD		Kuhn Construction Company Hockessin, DE		Quad Construction Company Lumberton, NJ		JJID, Inc. Bear, DE		Chesapeake Turf, LLC Nithsdale, MD	
Description			Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
<b>Part A</b>	<b>Herring Creek Sanitary Sewer District (HCSSD) with Oak Crest and Chapel Green: Pumping Stations</b>																
A-1	Mobilization	LS	1	\$270,000	\$270,000	\$350,000.00	\$350,000.00	\$300,000.00	\$300,000.00	\$290,000.00	\$290,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$260,000.00	\$260,000.00
A-2	Furnish and Install Pump Station 420	LS	1	\$725,000	\$725,000	\$1,100,000.00	\$1,100,000.00	\$818,049.67	\$818,049.67	\$680,000.00	\$680,000.00	\$840,000.00	\$840,000.00	\$750,000.00	\$750,000.00	\$627,800.00	\$627,800.00
A-3	Furnish and Install Pump Station 421	LS	1	\$600,000	\$600,000	\$1,200,000.00	\$1,200,000.00	\$755,118.25	\$755,118.25	\$658,000.00	\$658,000.00	\$600,000.00	\$600,000.00	\$720,000.00	\$720,000.00	\$567,250.00	\$567,250.00
A-4	Furnish and Install Pump Station 422	LS	1	\$600,000	\$600,000	\$1,300,000.00	\$1,300,000.00	\$798,037.51	\$798,037.51	\$705,000.00	\$705,000.00	\$600,000.00	\$600,000.00	\$720,000.00	\$720,000.00	\$607,500.00	\$607,500.00
A-5	Furnish and Install Pump Station 423	LS	1	\$40,000	\$40,000	\$1,300,000.00	\$1,300,000.00	\$364,084.83	\$364,084.83	\$160,000.00	\$160,000.00	\$110,000.00	\$110,000.00	\$102,300.00	\$102,300.00	\$139,400.00	\$139,400.00
A-6	Furnish and Install Pump Station 424	LS	1	\$650,000	\$650,000	\$1,200,000.00	\$1,200,000.00	\$746,072.90	\$746,072.90	\$625,000.00	\$625,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$549,350.00	\$549,350.00
A-7	Furnish and Install Pump Station 425	LS	1	\$700,000	\$700,000	\$1,150,000.00	\$1,150,000.00	\$913,580.15	\$913,580.15	\$757,000.00	\$757,000.00	\$900,000.00	\$900,000.00	\$760,000.00	\$760,000.00	\$698,840.00	\$698,840.00
A-8	Furnish and Install Pump Station 408	LS	1	\$580,000	\$580,000	\$300,000.00	\$300,000.00	\$734,380.25	\$734,380.25	\$634,000.00	\$634,000.00	\$600,000.00	\$600,000.00	\$700,000.00	\$700,000.00	\$549,160.00	\$549,160.00
A-9	Furnish and Install Pump Station 409	LS	1	\$750,000	\$750,000	\$1,200,000.00	\$1,200,000.00	\$837,422.94	\$837,422.94	\$672,000.00	\$672,000.00	\$800,000.00	\$800,000.00	\$735,000.00	\$735,000.00	\$590,820.00	\$590,820.00
A-10	Furnish and Install Pump Station 415	LS	1	\$725,000	\$725,000	\$1,300,000.00	\$1,300,000.00	\$1,015,725.22	\$1,015,725.22	\$785,000.00	\$785,000.00	\$809,300.00	\$809,300.00	\$750,000.00	\$750,000.00	\$658,940.00	\$658,940.00
<b>PART A SUBTOTAL</b>				<b>\$5,640,000.00</b>		<b>\$10,400,000.00</b>		<b>\$7,282,471.72</b>		<b>\$5,966,000.00</b>		<b>\$6,259,300.00</b>		<b>\$6,237,300.00</b>		<b>\$5,249,060.00</b>	
<b>Part B</b>	<b>Stipulated Contingent Bid Items</b>																
B-1	Contingent Unclassified Excavation	CY	100	\$11.00	\$1,100	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00
B-2	Contingent Borrow Material, Borrow Type "C" (Backfill)	CY	100	\$16.00	\$1,600	\$16.00	\$1,600.00	\$16.00	\$1,600.00	\$16.00	\$1,600.00	\$16.00	\$1,600.00	\$16.00	\$1,600.00	\$16.00	\$1,600.00
B-3	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	Ton	50	\$25.00	\$1,250	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
B-4	Contingent Porous Fill Material, Coarse Aggregate No. 57 Stone	Ton	50	\$25.00	\$1,250	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
B-5	Contingent 5,000 psi Concrete	CY	10	\$250.00	\$2,500	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
<b>PART B SUBTOTAL</b>				<b>\$7,700.00</b>		<b>\$7,700.00</b>		<b>\$7,700.00</b>		<b>\$7,700.00</b>		<b>\$7,700.00</b>		<b>\$7,700.00</b>		<b>\$7,700.00</b>	
<b>TOTAL Base BID</b>				<b>\$5,647,700.00</b>		<b>\$10,407,700.00</b>		<b>\$7,290,171.72</b>		<b>\$5,973,700.00</b>		<b>\$6,267,000.00</b>		<b>\$6,245,000.00</b>		<b>\$5,256,760.00</b>	
<b>% of bid for mobilization</b>				<b>5%</b>		<b>3.4%</b>		<b>4.1%</b>		<b>4.9%</b>		<b>4.8%</b>		<b>4.8%</b>		<b>4.9%</b>	

**Herring Creek Sanitary Sewer District (HCSSD) with Oak Crest and Chapel Green: Pumping Stations  
Contract No. S20-06 Bid Review**

Contractor	Addenda Acknowledged	Delaware License Listed	Bid Form Math Errors	List of Sub-Contractors	Affadavit of Employee Drug Testing Program	Certification for Equal Opportunity Employment	USDA Form RD 400-6	Certification of Non-segregated Facilities	USDA form AD-1048	Certification for Contracts, Grants and Loans	Bid Bond (10%)
Cheasapeake Turf LLC.	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kuhn Construction Inc.	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Notes: Complete Bid review for two lowest bidders was performed.

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



**Sussex County**

DELAWARE  
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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 2, 2019

RE: County Council Report for Ord. 19-7 Manufactured Homes

---

The Planning and Zoning Commission held a public hearing on October 1, 2019 to amend the Zoning Code. The following are the draft minutes for the Ordinance from the Planning and Zoning Commission meeting.

### **Ord. 19-7 – Manufactured Homes**

**AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, ORD- CHAPTER 115, ARTICLES IV, XXV, XXVI, AND XXVII BY AMENDING SECTIONS 115-20, 115-23, 115-187, 115-196 AND 115-210 REGARDING MANUFACTURED HOMES AND MANUFACTURED HOUSING.**

Ms. Cornwell summarized the proposed changes to the Zoning Code; that Manufactured Homes in the AR-1 Zoning District at present may only be 5 years old at the time of initial placement; that it was proposed to increase this to 10 years; that the minimum lot size is 0.75 Acre; that it is proposed to reduce this to allow a Manufactured Home on an existing parcel even if it is less than 0.75 Acre; that the exception would be within a Coastal Area Subdivision or a Major Subdivision.

Chairman Wheatley asked whether there are proposed changes to the Manufactured Home size, width, or foundation construction requirements. Ms. Cornwell confirmed that the proposed 450 sf. size requirement is not proposed to be changed. Mr. Robertson confirmed that the quality of manufactured homes had improved in recent years and that the Code sought to reflect this. Mr. Robertson also outlined that the changes to the Code also sought to make it easier for existing Manufactured Homes to be replaced, by adding clarity as to when multi-sectional manufactured homes are required; that single-section homes can be replaced by single-section manufactured homes, but that multi-sectional manufactured homes cannot be replaced by single-sectional homes.



COUNTY ADMINISTRATIVE OFFICES  
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GEORGETOWN, DELAWARE



Ms. Cornwell clarified that the current requirements for Manufactured Homes to be placed by a licensed Manufactured Home installer, and be properly enclosed/skirted, are not proposed to be changed as part of this Ordinance. Chairman Wheatley asked whether block foundations are normally required, to which Ms. Cornwell replied that the foundation depends on whether the Manufactured Home is in an area of flood-risk as pilings can be required in certain circumstances.

Ms. Stevenson commented that it was her understanding that in the 1980s increased performance standards for Manufactured Homes were introduced. Ms. Stevenson also commented that, if single-wide Manufactured Homes were permitted, then this would increase opportunities for more affordable housing within the AR-1 Zoning District, to which Mr. Mears agreed. Mr. Robertson commented that the Commission has the ability to recommend that County Council explore this as a potential future Ordinance.

Mr. Hopkins commented that he would prefer to see a requirement for increased usage of concrete foundations, as this increases the longevity of Manufactured Homes. Ms. Cornwell pointed out that the current Code requirement is for a solid foundation or pilings, but that the foundation must ultimately be enclosed as per the manufacturer's instructions. Piers are permitted.

The Commission found that Mr. Paul Reiger was present and wished to speak to the proposed Ordinance; that he thought that the requirement for enclosure/skirting of Manufactured Homes, whether brick, or skirting, was purely cosmetic and did not offer any structural benefit; that Mr. Reiger questioned the wording within the Ordinance that referred to Manufactured Homes being prohibited within developments where there is a prohibition in the Restrictive Covenants; that he is concerned as to how this would be enforced in practice; and there isn't a mechanism to easily check this when an applicant comes into the County to apply for a Building Permit; that he doesn't wish to see more applications go through the Board of Adjustment process; that he believes that there is a potential numbering error in the Ordinance as drafted, as there have been other Ordinances considered this year that have likely affected the numbering. Mr. Robertson clarified that any issue with line numbering would be corrected if the Ordinance were approved by County Council and would not affect the content of the Ordinance. Mr. Reiger also questioned the evidence base for the change from 5 years to 10 years; that in his opinion it seemed arbitrary to change the age requirement for Manufactured Homes by 5 years.

At the conclusion of the Public Hearings, the Commission discussed the proposed Ordinance.

Ms. Stevenson commented that she would wish to see consideration be given to allowing single-section (single-wide) Manufactured Home on an existing parcel. Mr. Robertson outlined that Ms. Stevenson's suggestion could be included as a recommendation to County Council to explore, although this would likely have to be explored through a separate Ordinance.

Mr. Hopkins asked whether the proposal is to allow for older Manufactured Homes to be replaced with a model that is only 1 year newer than the Manufactured Home being removed. Ms. Cornwell confirmed that this is not being changed and such a replacement is currently permitted under the Code.

Ms. Stevenson outlined the benefit of first-time homeowners being able to start out with a single-wide Manufactured Homes as a potential alternative to stick-built homes. Ms. Wingate agreed. Chairman

Wheatley suggested that the Commission could vote on Ms. Stevenson's suggestion separately to the Ordinance.

Motion by Ms. Stevenson and seconded by Mr. Hopkins to recommend that the Sussex County Council approve Ordinance 19-7 as presented. The motion was carried unanimously 5-0.

Mr. Robertson confirmed that the concerns raised by Mr. Reiger in relation to the paragraph numbering within the motion would be addressed prior to any action by the County Council.

Mr. Hopkins asked for clarification as to Ms. Stevenson's suggested recommendation for single-wide Manufactured Homes to be permitted. Mr. Robertson confirmed that the Commission would not be making a formal decision on this, and that any recommendation would be forwarded to the County Council for further consideration.

Motion by Ms. Stevenson and seconded by Mr. Hopkins to recommend to the Sussex County Council that consideration be given to allowing single-section (single-wide) Manufactured Homes on any parcel within the AR-1 Zoning District. By roll call vote. Ms. Stevenson Yes, Mr. Hopkins Yes, Mr. Mears Yes, Ms. Wingate No, Chairman Wheatley No. Motion carried 3-2.

1 **AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY,**  
2 **CHAPTER 115, ARTICLES IV, XXV, XXVI, AND XXVII BY**  
3 **AMENDING SECTIONS 115-20, 115-23, 115-187, 115-196 AND 115-210**  
4 **REGARDING MANUFACTURED HOMES AND MANUFACTURED**  
5 **HOUSING.**

6  
7 WHEREAS, The Sussex County Planning & Zoning Department, in its  
8 regulation of manufactured housing, has determined that there are certain areas  
9 of the Zoning Code of Sussex County that can be improved for the benefit of  
10 both Sussex County and the public; and

11  
12 WHEREAS, The Sussex County Planning & Zoning Department recognizes that  
13 manufactured home-type structures are often used for construction trailers or  
14 marketing offices for a limited duration while a residential or commercial project  
15 is underway and the current approval process for these types of structures is  
16 unnecessarily burdensome and time consuming; and

17  
18 WHEREAS, The Sussex County Planning & Zoning Department recognizes that  
19 regulations governing the replacement of manufactured housing units should be  
20 improved to permit these structures to be more readily replaced if certain criteria  
21 are satisfied; and

22  
23 WHEREAS, The Sussex County Planning & Zoning Department recommends  
24 other amendments to the Zoning Code to address inconsistencies or unduly  
25 burdensome requirements regarding manufactured homes and similar structures.

26  
27 **NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY**  
28 **ORDNAINS:**

29  
30  
31 **Section 1. The Code of Sussex County, Chapter 115, Article IV, §115-20**  
32 **“Permitted Uses” is hereby amended by deleting the language in brackets**  
33 **and inserting the italicized and underlined language:**

34  
35 **§115-20. Permitted Uses.**

36  
37 A. A building or land shall be used only for the following purposes:

38  
39 (1) Detached single-family dwellings on individual lots. A manufactured  
40 home may be used as a detached single-family dwelling on an individual

41 lot [of  $\frac{3}{4}$  of an acre or more], provided that it conforms to the following  
42 restrictions:

- 43
- 44 (a) The lot is not within a major subdivision created prior to the effective  
45 date of this section [or is not specifically prohibited by recorded  
46 covenants].
- 47
- 48 (b) There is a minimum width along any exterior front, side [and] or rear  
49 elevation of 24 linear feet, exclusive of any garage area or other  
50 attached accessory structures.
- 51
- 52 (c) It is permanently mounted on a solid foundation or pier foundation  
53 system and anchored and, in each case, in accordance with the  
54 manufacturer's installation instructions.
- 55
- 56 (d) All wheels, axles, transportation lights and removable towing apparatus,  
57 if any, shall be removed from the manufactured home when it is placed  
58 on the foundation in accordance with Subsection A(1)[(b)](c) above.
- 59
- 60 (e) All utilities shall be permanently connected in accordance with  
61 applicable Sussex County Code provisions.
- 62
- 63 (f) The siding of all manufactured homes shall be continuous so as to enclose  
64 any joining of two or more sections.
- 65
- 66 (g) It complies with all pertinent provisions of the Housing Code of Sussex  
67 County and the Fire and Health Codes of the State of Delaware.
- 68
- 69 (h) All multi-sectional manufactured homes, initially placed pursuant to the  
70 provisions of this section, shall be not more than [five] ten (10) years  
71 old. All replacement multi-sectional manufactured homes shall not be  
72 of an older model than the manufactured home being replaced and shall  
73 conform to this section. Any other manufactured home which, at the  
74 effective date of this section, does not conform to the requirements of  
75 this section, may be replaced with a manufactured home which is not of  
76 an older or smaller model than the manufactured home being replaced.  
77 A single section manufactured home may be replaced by a single section  
78 manufactured home; a single section manufactured home may be  
79 replaced by a multi-sectional manufactured home; a multi-sectional  
80 manufactured home may be replaced by a multi-sectional manufactured  
81 home; a multi-sectional manufactured home shall not be replaced by a  
82 single section manufactured home. [A manufactured home, used as a

83 single-family dwelling, and originally placed and permitted on a  
84 property of five acres or more prior to March 25, 1997, may be  
85 permitted as a Special Use Exception on a property of less than five  
86 acres pursuant to Article IV, § 115-23C(16) and Article XXVII, § 115-  
87 210A(3)(q).]

88  
89 (i) In addition to the requirements herein, a manufactured home shall comply  
90 in all respects with the *design and technical* requirements of § [115-187](#).

91  
92 **Section 2. The Code of Sussex County, Chapter 115, Article IV, §115-23**  
93 **“Special Use Exceptions” is hereby amended by deleting the language in**  
94 **brackets and inserting the italicized and underlined language:**

95  
96 **§115-23. Special Use Exceptions.**

97  
98 Special use exceptions may be permitted by the Board of Adjustment in  
99 accordance with the provisions of Article XXVII of this chapter and may  
100 include:

101  
102 A. Temporary and conditional permits for a period not to exceed five years,  
103 such period to be determined by the Board, for the following uses:

104  
105 Archery ranges

106 Asphalt batching plants or concrete batching plants

107 Commercial dog kennels

108 Miniature golf courses or driving ranges

109 Outdoor display or promotional activities at shopping centers or elsewhere

110 Pony rings

111 Raising for sale of birds, bees, rabbits and other small animals, fish and other  
112 creatures

113 Riding academies

114 Rifle or pistol ranges, trap or skeet shooting

115 Sawmills for cutting timber grown on the premises

116 Temporary buildings for use as a sales or rental office for an approval real  
117 estate development or subdivision

118 Tents for special purposes for a period exceeding three days. The Director  
119 may, without requiring an application for a special use exception, grant  
120 approval for a tent for a special purpose (revival, reception, tent sale as  
121 an accessory to a business or commercial use, or other similar  
122 activities). If approved by the Director, a tent for special purposes may  
123 be utilized on a parcel no more than three times in a calendar year.

124 Use of a manufactured home as a single-family dwelling in any district to  
125 meet an emergency or hardship situation, such permit not to exceed two  
126 years. The Director may, without requiring an application for a special  
127 use exception, grant an extension for an emergency or hardship situation  
128 previously approved by the County Board of Adjustment upon receipt  
129 of an affidavit from a doctor stating that the emergency or hardship  
130 situation still exists. Such extension may be granted annually as long as  
131 the emergency or hardship still exists.

132 Use of a manufactured-home-type structure for any business, commercial or  
133 industrial use

134

135 B. Exceptions to parking and loading requirements as follows:

136

137 (1) Off-street parking areas, adjacent to or at a reasonable distance from the  
138 premises on which parking areas are required by the parking regulations  
139 of Article XXII, where practical difficulties, including the acquisition  
140 of property, or undue hardships are encountered in locating such parking  
141 areas on the premises and where the purpose of these regulations to  
142 relieve congestion in the streets would best be served by permitting such  
143 parking off the premises.

144 (2) Waiver or reduction of the parking and loading requirements in any  
145 district whenever the character or use of the building is such as to make  
146 unnecessary the full provision of parking or loading facilities.

147 (3) Waiver or reduction of loading space requirements where adequate  
148 community loading facilities are provided.

149 (4) Waiver or reduction of loading space requirements for uses which  
150 contain less than 10,000 square feet of floor area where construction of  
151 existing buildings, problems of access or size of lot make impractical  
152 the provision of required loading space.

153

154 C. Other special use exceptions as follows:

155

156 (1) Private garages for more than four automobiles and with floor area of  
157 more than 900 square feet in a residential district.

158 (2) Cemeteries for pets.

159 (3) Commercial greenhouses, wholesale or retail.

160 (4) Convalescent homes, nursing homes or homes for the aged.

161 (5) Day nurseries or child-care centers.

162 (6) Garage/studio apartments, provided that at least one parking space for  
163 the exclusive use of the tenant is included on the premises

164 (7) Nurseries for growing of plants, trees and shrubs, including a building  
165 for sale of products produced on the premises.

- 166 (8) Public telephone booths in residential areas.  
167 (9) Telephone central offices, provided that all storage of materials, all repair  
168 facilities and all housing of repair crews are within a completely  
169 enclosed building.  
170 (10) (Reserved)  
171 (11) The alteration, extension or replacement of a nonconforming  
172 manufactured home, subject to the provisions of § 115-196.  
173 (12) More than one manufactured home may be permitted on a farm of 10  
174 acres or more pursuant to § 115-21A(5), provided that all manufactured  
175 homes or dwellings on the property are the primary place of residence  
176 for persons employed on the premises or immediate members of the  
177 family owning or operating the farm, and provided that the granting of  
178 this exception will not adversely affect the values or uses of adjacent  
179 properties.  
180 (13) Farm ponds on less than five acres, subject to § 115-219.[4]  
181 (14) Tourist homes (also referred to as bed-and-breakfast inns").  
182 [(15) A manufactured home, used as a single-family dwelling, and  
183 originally placed and permitted on a property of five acres or more prior  
184 to March 25, 1997, may be permitted on a property of less than five  
185 acres pursuant to Article XXVII, § 115-210A(3)(q).  
186 (16) A multisectional manufactured home as a detached single-family  
187 dwelling on individual lots of not less than 1/2 nor more than three-  
188 fourths acre existing on the effective date of this ordinance and subject  
189 to the provisions of § 115-20A(1)(a) through (g) inclusive.]  
190 [(17)] *(15)* Commercial communications towers and antennas.  
191 [(18) A multisectional manufactured home used as a single-family dwelling  
192 may be permitted on a property of less than 3/4 acre, pursuant to Article  
193 IV, § 115-20A(1)(a) through (g) and (i).]  
194  
195

196 **Section 3. The Code of Sussex County, Chapter 115, Article XXV, §115-187**  
197 **“Manufactured Homes” is hereby amended by deleting the language in**  
198 **brackets and inserting the italicized and underlined language:**  
199

200 **§115-187. Manufactured Homes.**  
201

202 The following regulations shall apply to every manufactured home, [except  
203 construction and office trailers] *except for manufactured home type*  
204 *structures approved for use as construction and/or office trailers:*  
205

- 206 A. It shall be designated exclusively for single-family occupancy if used as  
207 a dwelling.  
208
- 209 B. The space between the unit and grade level shall be fully enclosed with a  
210 perimeter enclosure wall. A perimeter enclosure wall shall consist of  
211 either masonry material, vinyl, metal or wood product, shall be installed  
212 in accordance with the manufacturer's installation instructions [shall be  
213 approved by the Director as durable and suitable for exterior exposure].  
214 The perimeter enclosure wall shall be of a type that will not support  
215 combustion. A perimeter enclosure wall shall have a minimum of one  
216 opening providing access to any water supply or wastewater  
217 connections under the home. Such openings shall be a minimum of 18  
218 inches in any dimension and not less than 3 square feet in area. The  
219 access panel shall be fastened in such a manner that a special tool to  
220 open or remove said panel is not required.  
221
- 222 C. It shall have a gross floor area, excluding any additions not a part of the  
223 original manufactured unit, not less than 450 square feet.  
224
- 225 D. It shall comply in all other respects with the requirements [including area  
226 and bulk requirements] for dwellings in the district in which it is located.  
227

228 **Section 4. The Code of Sussex County, Chapter 115, Article XXVI, §115-**  
229 **196 “Manufactured Homes” is hereby amended by deleting the language in**  
230 **brackets and inserting the italicized and underlined language:**

231  
232 **§115-196. Manufactured Homes.**  
233

234 Except as provided in § 115-20A(1)(h), manufactured homes in lawful use as  
235 single-family dwellings at the effective date of this chapter shall be subject to the  
236 following:

- 237 A. When a manufactured home is replaced, the manufactured home being  
238 replaced shall not be an older or smaller model than the manufactured  
239 home being replaced. A single section manufactured home may be  
240 replaced by a single section manufactured home; a single section  
241 manufactured home may be replaced by a multi-sectional manufactured  
242 home; a multi-sectional manufactured home may be replaced by a  
243 multi-sectional manufactured home; a multi-sectional manufactured  
244 home shall not be replaced by a single section manufactured home. [A  
245 manufactured home granted a special use permit prior to the enactment



246 of this chapter, subject to limitations of time, occupancy or location,  
247 shall remain subject to such limitations.

248 B. A manufactured home not subject to a special use permit shall be  
249 considered a conforming use in AR and GR Districts.

250 C. A manufactured home not subject to a special use permit shall be  
251 considered a nonconforming use in all districts other than AR and GR  
252 Districts. The alteration, extension or replacement of a nonconforming  
253 manufactured home shall require approval of the Board of Adjustment,  
254 after public hearing.

255 D.]B. When a nonconforming manufactured home, existing either on a  
256 nonconforming lot or with nonconforming yards, is replaced, it shall be  
257 located on the lot in such a way so that, to the greatest extent possible,  
258 it conforms to all appropriate yard requirements.

259  
260

261 **Section 5. The Code of Sussex County, Chapter 115, Article XXVII, §115-**  
262 **210 “Special Exceptions” is hereby amended by deleting the language in**  
263 **brackets and inserting the italicized and underlined language:**

264  
265 **§115-210. Special Exceptions.**

266  
267 In order to provide for adjustments in the relative location of uses and  
268 buildings, to promote the usefulness of these regulations and to supply  
269 the necessary elasticity to their efficient operation, special use  
270 exceptions, limited as to locations described in this Article, and special  
271 yard and height, exceptions are permitted by the terms of these  
272 regulations. The following buildings and uses are permitted as special  
273 exceptions if the Board finds that, in its opinion, as a matter of fact, such  
274 exceptions will not substantially affect adversely the uses of adjacent  
275 and neighboring property:

276  
277 A. Special use exceptions:

278  
279 (1) Temporary and conditional permits for a period not to exceed five years,  
280 such period to be determined by the Board, for the following uses,  
281 which are specified in each district:

282  
283 Archery ranges  
284 Asphalt batching plants or concrete batching plants

- 285 Commercial dog kennels  
286 Miniature golf courses or driving ranges  
287 Nonaccessory tents for special purposes  
288 Outdoor display or promotional activities at shopping centers or elsewhere  
289 Pony rings  
290 Raising for sale of birds, bees, rabbits and other small animals, fish and other  
291 creatures  
292 Riding academies, public stables or private stables  
293 Rifle or pistol ranges, trap or skeet shooting  
294 Sawmills for cutting timber grown on the premises  
295 Temporary buildings for use as a sales or rental office for an approved real  
296 estate development or subdivision  
297 Use of a manufactured home as a single-family dwelling in any district to  
298 meet an emergency or hardship situation, such permit not to exceed two  
299 years. The Director may, without requiring an application for a special  
300 use exception, grant an extension for an emergency or hardship situation  
301 previously approved by the County Board of Adjustment upon receipt  
302 of an affidavit from a doctor stating that the emergency or hardship  
303 situation still exists. Such extension may be granted annually as long as  
304 the emergency or hardship still exists.  
305 Use of a manufactured-home-type structure for any business, commercial or  
306 industrial use.  
307 (2) Exceptions to parking and loading requirements as follows:  
308  
309 (a) Off-street parking areas, adjacent to or at a reasonable distance from the  
310 premises on which parking areas are required by the parking regulations  
311 of Article XXII, where practical difficulties, including the acquisition  
312 of property, or undue hardships are encountered in locating such parking  
313 areas on the premises and where the purpose of these regulations to  
314 relieve congestion in the streets would best be served by permitting such  
315 parking off the premises.  
316 (b) Waiver or reduction of the parking and loading requirements in any  
317 district whenever the character or use of the buildings is such as to make  
318 unnecessary the full provision of parking or loading facilities.  
319 (c) Waiver or reduction of loading space requirements where adequate  
320 community loading facilities are provided.  
321 (d) Waiver or reduction of loading space requirements for uses which  
322 contain less than 10,000 square feet of floor area where construction of  
323 existing buildings, problems of access or size of lot make impractical  
324 the provision of required loading space.  
325 (e) Waiver of or reduction in interior drive width.  
326

- 327 (3) Other special use exceptions as follows, which are specified in each  
328 district:  
329
- 330 (a) Private garages for more than four automobiles and with floor area of  
331 more than 900 square feet in a residential district.
  - 332 (b) Cemeteries for pets.
  - 333 (c) Commercial greenhouses, wholesale or retail.
  - 334 (d) Convalescent homes, nursing homes or homes for the aged.
  - 335 (e) Day nurseries or child-care centers.
  - 336 (f) (Reserved).
  - 337 (g) Nurseries for growing of plants, trees and shrubs, including a building  
338 for sale of products produced on the premises.
  - 339 (h) In any HI-1 Heavy Industrial District, those heavy industrial uses upon  
340 which the Board is required to pass under Article XV.
  - 341 (i) A determination, in cases of uncertainty, of the district classification of  
342 any use not specifically named in these regulations; provided, however,  
343 that such use shall be in keeping with uses specifically permitted in the  
344 districts in which such use is to be classified.
  - 345 (j) Telephone central offices, in any AR, MR, GR, HR, UR, RPC and VRP  
346 Districts, provided that all storage of materials, all repair facilities and  
347 all housing of repair crews are within a completely enclosed building.
  - 348 (k) Structures of mixed use, commercial and residential, in B-1 and UB  
349 Districts, subject to the provisions of Articles IV through XX and § 115-  
350 219.
  - 351 (l) (Reserved).
  - 352 (m) The alteration, extension or replacement of a nonconforming  
353 manufactured home, subject to the provisions of § 115-196.
  - 354 (n) More than one manufactured home may be permitted on a farm of 10  
355 acres or more pursuant to § 115-21A(5), provided that all manufactured  
356 homes or dwellings on the property are the primary place of residence  
357 for persons employed on the premises or immediate members of the  
358 family owning or operating the farm, and provided that the granting of  
359 this exception will not adversely affect the values or uses of adjacent  
360 properties.
  - 361 (o) Tourist home (also referred to as "bed-and-breakfast inns") in any AR,  
362 MR, GR, UR and B-1 Districts.
  - 363 (p) In any C-1 General Commercial District, off-premises signs, not  
364 exceeding 600 square feet total, subject to the provisions of § 115-  
365 81A(2).
  - 366 [(q) A manufactured home, used as a single-family dwelling, and originally  
367 placed and permitted on a property of five acres or more prior to March

368 25, 1997, may be permitted on a property of less than five acres pursuant  
369 to Article IV, § 115-23C.  
370 (r) A multisectional manufactured home as a detached single-family  
371 dwelling on individual lots of not less than 1/2 nor more than 3/4 acre,  
372 existing on the effective date of this ordinance and subject to the  
373 provisions of § 115-20A(1)(a) through (g) inclusive.]  
374

375

376 **Section 6. Effective Date.**

377

378 This ordinance shall take effect upon adoption by Sussex County Council.  
379

PROPOSED

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**Sussex County**

DELAWARE  
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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 2, 2019

RE: County Council Report for Ord. 19-8 Construction Trailers

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The Planning and Zoning Commission held a public hearing on October 1, 2019 to amend the Zoning Code. The following are the draft minutes for the Ordinance from the Planning and Zoning Commission meeting.

### Ord. 19-8 – Construction Trailers

**AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115, ARTICLES IV, V, VIII, X, XA, XB, XIB, XIC, XID, XIE, XIF, XIII, XIV, AND XV BY AMENDING SECTIONS 115-21, 115-30, 115-54, 115-70, 115-75.3, 115-75.10, 115-83.12, 115-19, 115-83.27, 115-83.34, 115-83.41, 115-95, 115-103, 115-112 AND TABLE IV REGARDING THE USE OF MANUFACTURED HOME-TYPE STRUCTURES AS TEMPORARY BUILDINGS INCIDENTAL TO CONSTRUCTION OPERATIONS OR THE SALE OF LOTS.**

Ms. Cornwell summarized the proposed Ordinance; that if approved requests for use of Manufactured Home-types structures used for sales and construction trailers would be subject to an administrative approval process; that the Director would be able to administratively approve such requests where the Manufactured Home-type structure was to be used for a temporary period; that there would still be a mechanism for a public hearing where the Manufactured Home-type structure is required for a longer period.

Mr. Hopkins asked about construction storage containers/structures (“Conex boxes”) and whether these would be affected, to which Ms. Cornwell confirmed that the Ordinance does not relate to these as they are not Manufactured Home-type structures.

At the conclusion of the Public Hearings, the Commission discussed the proposed Ordinance.

Motion by Ms. Stevenson and seconded by Mr. Mears to recommend that Sussex County Council approve Ordinance 19-8 for Construction Trailers as presented. Motioned carried unanimously 5-0.



1 **AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY,**  
2 **CHAPTER 115, ARTICLES IV, V, VIII, X, XA, XB, XIB, XIC, XID, XIE, XIF,**  
3 **XIII, XIV, AND XV BY AMENDING SECTIONS 115-21, 115-30, 115-54, 115-**  
4 **70, 115-75.3, 115-75.10, 115-83.12, 115-19, 115-83.27, 115-83.34, 115-83.41, 115-**  
5 **95, 115-103, 115-112 AND TABLE IV REGARDING THE USE OF**  
6 **MANUFACTURED HOME-TYPE STRUCTURES AS TEMPORARY**  
7 **BUILDINGS INCIDENTAL TO CONSTRUCTION OPERATIONS OR THE**  
8 **SALE OF LOTS.**

9  
10 WHEREAS, The Sussex County Planning & Zoning Department recognizes that  
11 manufactured home-type structures are often used for construction trailers or  
12 marketing offices for a limited duration while a residential or commercial project is  
13 underway and the current approval process for these types of structures is  
14 unnecessarily burdensome and time consuming; and

15  
16 WHEREAS, The Sussex County Planning & Zoning Department recognizes that the  
17 use of these structures on a temporary basis is necessary for construction  
18 management, security, safety, sales and other similar purposes on construction sites;  
19 and

20  
21 WHEREAS, the Sussex County Zoning Code currently permits temporary  
22 structures for use as offices or construction purposes while a project is underway in  
23 certain zoning districts, but the current Code language does not specifically permit  
24 the use of manufactured home- type structures for this purpose; and

25  
26 WHEREAS, the use of these manufactured home- type structures are necessary on  
27 virtually every construction site, yet they require an approval as a special use  
28 exception from the Board of Adjustment, which is time consuming and almost never  
29 denied; and

30  
31 WHEREAS, The Sussex County Planning & Zoning Department recommends the  
32 approval of this amendments to the Zoning Code.

33  
34 **NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDNAINS:**  
35  
36

37 **Section 1. The Code of Sussex County, Chapter 115, Article IV, §115-21**  
38 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
39 **underlined language:**

40  
41 **§115-21. Permitted Accessory Uses.**

42  
43 ...

44  
45 B. Other Permitted Accessory Uses As Follows:

46  
47 ...

48  
49 Temporary Buildings, *including manufactured home-type structures*, the use  
50 of which is incidental to construction operations or sale of lots during  
51 development being conducted on the same or adjoining tract or subdivision  
52 and which shall be removed upon completion or abandonment of such  
53 construction or upon expiration of a period of two years of the time of  
54 erection of the temporary building, whichever is sooner. *If construction*  
55 *operations or the initial sale of lots remain actively underway, the Director*  
56 *may grant extensions to this time period.*

57  
58 **Section 2. The Code of Sussex County, Chapter 115, Article V, §115-30**  
59 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
60 **underlined language:**

61  
62 **§115-30. Permitted Accessory Uses.**

63  
64 Permitted accessory uses are as follows:

65  
66 ...

67  
68 Temporary Buildings, *including manufactured home-type structures*, the use  
69 of which is incidental to construction operations or sale of lots during  
70 development being conducted on the same or adjoining tract or subdivision  
71 and which shall be removed upon completion or abandonment of such  
72 construction or upon expiration of a period of two years of the time of erection  
73 of the temporary building, whichever is sooner. *If construction operations or*

74 the initial sale of lots remain actively underway, the Director may grant  
75 extensions to this time period.

76  
77  
78 **Section 3. The Code of Sussex County, Chapter 115, Article VIII, §115-54**  
79 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
80 **underlined language:**

81  
82 **§115-54. Permitted Accessory Uses.**

83  
84 Permitted accessory uses shall be as follows:

85  
86 . . .

87  
88 Temporary Buildings, including manufactured home type structures, the use  
89 of which is incidental to construction operations or sale of lots during  
90 development being conducted on the same or adjoining tract or subdivision  
91 and which shall be removed upon completion or abandonment of such  
92 construction or upon expiration of a period of two years of the time of erection  
93 of the temporary building, whichever is sooner. If construction operations or  
94 the initial sale of lots remain actively underway, the Director may grant  
95 extensions to this time period.

96  
97  
98 **Section 4. The Code of Sussex County, Chapter 115, Article X, §115-70**  
99 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
100 **underlined language:**

101  
102 **§115-70. Permitted Accessory Uses.**

103  
104 Permitted accessory uses are as follows:

105  
106 Storage of office supplies or merchandise normally carried in stock in  
107 connection with a permitted office or business use, subject to applicable  
108 district regulations.

109  
110 A wind turbine which meets §115 – 194.4 as a permitted use.  
111



112 Temporary Buildings, including manufactured home type structures, the use  
113 of which is incidental to construction operations or sale of lots during  
114 development being conducted on the same or adjoining tract or subdivision  
115 and which shall be removed upon completion or abandonment of such  
116 construction or upon expiration of a period of two years of the time of erection  
117 of the temporary building, whichever is sooner. If construction operations or  
118 the initial sale of lots remain actively underway, the Director may grant  
119 extensions to this time period.

120  
121  
122 **Section 5. The Code of Sussex County, Chapter 115, Article XA, §115-75.3**  
123 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
124 **underlined language:**

125  
126 **§115-75.3. Permitted Accessory Uses.**

127  
128 Permitted accessory uses are as follows:

- 129  
130 A. Residential within-structure commercial or office uses.  
131  
132 B. Home Occupation.  
133  
134 C. Garage, public or commercial parking.

135  
136 D. Temporary Buildings, including manufactured home type structures,  
137 the use of which is incidental to construction operations or sale of lots during  
138 development being conducted on the same or adjoining tract or subdivision  
139 and which shall be removed upon completion or abandonment of such  
140 construction or upon expiration of a period of two years of the time of erection  
141 of the temporary building, whichever is sooner. If construction operations or  
142 the initial sale of lots remain actively underway, the Director may grant  
143 extensions to this time period.

144  
145  
146 **Section 6. The Code of Sussex County, Chapter 115, Article XB, §115-75.10**  
147 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
148 **underlined language:**

150 **§115-75.10. Permitted Accessory Uses.**

151

152 Permitted accessory uses are as follows:

153

154 . . .

155

156 I. Temporary Buildings, including manufactured home type structures,  
157 the use of which is incidental to construction operations or sale of lots during  
158 development being conducted on the same or adjoining tract or subdivision  
159 and which shall be removed upon completion or abandonment of such  
160 construction or upon expiration of a period of two of the time of erection of  
161 the temporary building, whichever is sooner. If construction operations or  
162 the initial sale of lots remain actively underway, the Director may grant  
163 extensions to this time period.

164

165

166 **Section 7. The Code of Sussex County, Chapter 115, Article XIB, §115-83.12**  
167 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
168 **underlined language:**

169

170 **§115-83.12. Permitted Accessory Uses.**

171

172 Permitted accessory uses are as follows:

173

174 A. Residential within-structure commercial or office uses.

175

176 B. Garage, public or commercial parking.

177

178 C. Temporary Buildings, including manufactured home type structures,  
179 the use of which is incidental to construction operations or sale of lots during  
180 development being conducted on the same or adjoining tract or subdivision  
181 and which shall be removed upon completion or abandonment of such  
182 construction or upon expiration of a period of two years of the time of erection  
183 of the temporary building, whichever is sooner. If construction operations or  
184 the initial sale of lots remain actively underway, the Director may grant  
185 extensions to this time period.

186

187

188 **Section 8. The Code of Sussex County, Chapter 115, Article XIC, §115-83.19**  
189 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
190 **underlined language:**

191  
192 **§115-83.19. Permitted Accessory Uses.**

193  
194 Permitted accessory uses are as follows:

195  
196 A. Residential within-structure commercial or office uses.

197  
198 B. Garage, public or commercial parking.

199  
200 C. Temporary Buildings, including manufactured home type structures,  
201 the use of which is incidental to construction operations or sale of lots during  
202 development being conducted on the same or adjoining tract or subdivision  
203 and which shall be removed upon completion or abandonment of such  
204 construction or upon expiration of a period of two years of the time of erection  
205 of the temporary building, whichever is sooner. If construction operations or  
206 the initial sale of lots remain actively underway, the Director may grant  
207 extensions to this time period.

208  
209  
210 **Section 9. The Code of Sussex County, Chapter 115, Article XID, §115-83.27**  
211 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
212 **underlined language:**

213  
214 **§115-83.27. Permitted Accessory Uses.**

215  
216 Permitted accessory uses are as follows:

217  
218 A. Greenhouses, commercial.

219  
220 B. Temporary Buildings, including manufactured home type structures,  
221 the use of which is incidental to construction operations or sale of lots during  
222 development being conducted on the same or adjoining tract or subdivision  
223 and which shall be removed upon completion or abandonment of such  
224 construction or upon expiration of a period of two years of the time of erection  
225 of the temporary building, whichever is sooner. If construction operations

226 or the initial sale of lots remain actively underway, the Director may grant  
227 extensions to this time period.

228  
229

230 **Section 10. The Code of Sussex County, Chapter 115, Article XIE, §115-83.34**  
231 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
232 **underlined language:**

233

234 **§115-83.34. Permitted Accessory Uses.**

235

236 Permitted accessory uses are as follows:

237

238 A. Garage, public or commercial parking.

239

240 B. Temporary Buildings, including manufactured home type structures,  
241 the use of which is incidental to construction operations or sale of lots during  
242 development being conducted on the same or adjoining tract or subdivision  
243 and which shall be removed upon completion or abandonment of such  
244 construction or upon expiration of a period of two year of the time of erection  
245 of the temporary building, whichever is sooner. If construction operations or  
246 the initial sale of lots remain actively underway, the Director may grant  
247 extensions to this time period.

248

249

250 **Section 11. The Code of Sussex County, Chapter 115, Article XIF, §115-83.41**  
251 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
252 **underlined language:**

253

254 **§115-83.41. Permitted Accessory Uses.**

255

256 Permitted accessory uses are as follows:

257

258 A. Garage, public or commercial parking.

259

260 B. Temporary Buildings, including manufactured home type structures,  
261 the use of which is incidental to construction operations or sale of lots during  
262 development being conducted on the same or adjoining tract or subdivision  
263 and which shall be removed upon completion or abandonment of such

264 construction or upon expiration of a period of two years of the time of erection  
265 of the temporary building, whichever is sooner. If construction operations or  
266 the initial sale of lots remain actively underway, the Director may grant  
267 extensions to this time period.  
268  
269

270 **Section 12. The Code of Sussex County, Chapter 115, Article XIII, §115-95**  
271 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
272 **underlined language:**

273  
274 **§115-95. Permitted Accessory Uses.**

275  
276 Permitted accessory uses are as follows:

277  
278 A. Storage of office supplies or merchandise normally carried in stock in  
279 connection with a permitted office or business use, subject to applicable  
280 district regulations.

281  
282 B. A single-family dwelling or single-family manufactured home  
283 accessory to a farm of 10 acres or more.

284  
285 C. A wind turbine which meets §115 – 194.4 as a permitted use.

286  
287 D. Temporary Buildings, including manufactured home type structures,  
288 the use of which is incidental to construction operations or sale of lots during  
289 development being conducted on the same or adjoining tract or subdivision  
290 and which shall be removed upon completion or abandonment of such  
291 construction or upon expiration of a period of two years of the time of erection  
292 of the temporary building, whichever is sooner. If construction operations or  
293 the initial sale of lots remain actively underway, the Director may grant  
294 extensions to this time period.

295  
296  
297  
298 **Section 13. The Code of Sussex County, Chapter 115, Article XIV, §115-103**  
299 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
300 **underlined language:**

301

302 **§115-103. Permitted Accessory Uses.**

303

304 Permitted accessory uses are as follows:

305

306 A. Storage of office supplies or merchandise normally carried in stock in  
307 connection with a permitted office or business use, subject to applicable  
308 district regulations.

309

310 B. A single-family dwelling or single-family manufactured home  
311 accessory to a farm of 10 acres or more.

312

313 C. A wind turbine which meets §115 – 194.4 as a permitted use.

314

315 D. Temporary Buildings, including manufactured home type structures,  
316 the use of which is incidental to construction operations or sale of lots during  
317 development being conducted on the same or adjoining tract or subdivision  
318 and which shall be removed upon completion or abandonment of such  
319 construction or upon expiration of a period of two years of the time of erection  
320 of the temporary building, whichever is sooner. If construction operations or  
321 the initial sale of lots remain actively underway, the Director may grant  
322 extensions to this time period.

323

324

325 **Section 14. The Code of Sussex County, Chapter 115, Article XV, §115-112**  
326 **“Permitted Accessory Uses” is hereby amended by inserting the italicized and**  
327 **underlined language:**

328

329 **§115-112. Permitted Accessory Uses.**

330

331 Permitted accessory uses are as follows:

332

333 A. Storage of office supplies or merchandise normally carried in stock in  
334 connection with a permitted office or business use, subject to applicable  
335 district regulations.

336

337 B. A single-family dwelling or single-family manufactured home  
338 accessory to a farm of 10 acres or more.

339

340 C. A wind turbine which meets §115 – 194.4 as a permitted use.

341

342 D. Temporary Buildings, including manufactured home type structures,  
343 the use of which is incidental to construction operations or sale of lots during  
344 development being conducted on the same or adjoining tract or subdivision  
345 and which shall be removed upon completion or abandonment of such  
346 construction or upon expiration of a period of two years of the time of erection  
347 of the temporary building, whichever is sooner. If construction operations or  
348 the initial sale of lots remain actively underway, the Director may grant  
349 extensions to this time period.

350

351

352 **Section 15. The Code of Sussex County, Chapter 115, Table IV “Permitted**  
353 **Uses, Commercial” is hereby amended by inserting the italicized and**  
354 **underlined language to correspond with the foregoing Code Amendments as**  
355 **shown on the amended Table V “Permitted Uses, Commercial” attached hereto**  
356 **and incorporated herein.**

357

358 **Section 16. Effective Date.**

359

360 This ordinance shall take effect immediately upon its adoption by Sussex County  
361 Council.

362

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**Sussex County**

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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 2, 2019

RE: County Council Report for CU 2183 Brent & Lisa Hershey

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County Council held a public hearing on September 24, 2019. County Council deferred action for the Planning Commission recommendation. The Planning Commission recommended partial approval of the application at their meeting of September 26, 2019. The record was open for five (5) days after the Planning Commission recommendation. There were no written comments submitted regarding the Planning Commission recommendation.

The Planning and Zoning Department received an application (CU 2183 Brent & Lisa Hershey) for a Conditional Use for parcel 235-15.00-26.07 to allow for a storage facility with outdoor storage to be located at 14374 Clyde's Dr. The Planning and Zoning Commission held a public hearing on August 22, 2019. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a Site Plan, staff analysis, comments from the Sussex Conservation District, and the result from the DelDOT Service Level Evaluation request confirming that a Traffic Impact Study ("TIS") was not required.

That the Commission found that Mr. Brent Hershey was present on behalf of his application; that Mr. Hershey stated the property is an operating pig production farm and there are two buildings on the property that are in disrepair; that he is considering repairing the buildings; that one of the buildings is not in use at this current time; that the other building is a collapsed old dairy barn; that he is considering putting the buildings back in their original state, not improving the footprint, but adding some overhead doors; that the proposed application is to allow passive storage inside the barns; that he believed that there was an error in the legal advertisement for the application as he is not asking for any outdoor storage; that the proposed application is for indoor storage only; that Mr. Wheatley asked if the application would need to be re-advertised; which Mr. Robertson replied that it would not because this is less than what was advertised; that the Planning and Zoning Commission could also



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impose a condition requiring that there be no outdoor storage; that Mr. Hershey stated that he did have a discussion with the farmers of the preserved property; that he had explained the proposed use of the buildings to Mr. Dennison and that Mr. Dennison would like to see a Building Permit application once it is applied for; that Chairman Wheatley asked if he had a chance to look into Agricultural Preservation District requirements and whether the Applicant is permitted to apply for a Conditional Use in an Agricultural Preservation District; Mr. Robertson stated he had concerns because Agricultural Preservation District requirements do not typically allow for storage of third party items, businesses or commercial use; that the Applicant can store farm equipment as long as it is associated with the farm; that Mr. Robertson understands why the Foundation would want to see the Building Permit and if the Conditional Use is granted it may be in violation of the Agricultural Preservation District requirements; and that the Planning and Zoning Commission should consider holding the record open to obtain confirmation from the Delaware Agricultural Preservation Foundation.

Ms. Stevenson asked the Applicant if he only wanted to use two of the buildings for storage; which Mr. Hershey replied yes; that Ms. Stevenson asked if the rest of the buildings would remain an active hog farm; which Mr. Hershey replied yes; Ms. Stevenson asked if someone would be living on-site; which Mr. Hershey replied yes; that Mr. Hershey also confirmed that there is a trailer on the site and he is currently in the process of building a dwelling; that once the dwelling is completed, the trailer would be removed; that the trailer needs to be removed as part of the Farm Preservation guidelines; that Ms. Stevenson asked how the storage would work; which Mr. Hershey stated there would be three units in the building on the right and there would be three or four doors in the barn; that there would be indoor storage for large vehicles; that people would be able to come and obtain the vehicles; that it could possibly be used for contractor storage or for agricultural use; that he would use part of the storage area for personal use; Ms. Stevenson asked if there would be 24-hour access to the site; which Mr. Hershey replied no; that the hours would be during the day; that there would be a porta potty and a dumpster provided on-site; that Ms. Stevenson asked what hours of operation are being requested; which Mr. Hershey stated the hours of operation are from 7:00 am to 8:00 pm; that Chairman Wheatley stated the reason for asking for specific hours of operation is because with a Conditional Use, the Planning and Zoning Commission has the ability to limit the use to specific hours of operation; that Mr. Hershey then stated he would request the hours of operation be from 6:00 am to 9:00 pm; that there would be no living facilities in the buildings; that there would be no outdoor storage; that it would not be a place for congregation; that there would be no fuel stored within or outside the two buildings; that Ms. Stevenson asked if the Conditional Use was just for the two areas and that the Planning and Zoning Commission could just limit the condition to the two buildings; which Mr. Hershey replied yes; that Ms. Stevenson stated that if he wanted to have storage in the other buildings, he would have to apply for another Conditional Use; that Mr. Hershey stated he understood the process; that it is a 1,500 sow farm and a birthing farm; that Ms. Stevenson asked if he would like a sign; and which Mr. Hershey replied a sign was not being requested.

Ms. Cornwell asked if the operating hours would be Sunday through Saturday; which Mr. Hershey stated yes, it would be open all seven days of the week.

Mr. Robertson asked what the total number of units would be; which Mr. Hershey stated there would be four units with four doors.

That the Commission found that no one spoke in favor of or in opposition to the application.

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

Mr. Robertson stated the Planning and Zoning Commission should leave the record open for verification from the Delaware Agricultural Preservation Foundation if the use sought is permitted.

Motion by Ms. Stevenson, seconded by Mr. Hopkins and carried unanimously to leave the record open for clarification as to whether the use is permitted in the Agricultural Preservation District. Motion carried 5-0.

At their meeting of September 26, 2019, the Planning Commission discussed the application which had be deferred since August 22, 2019.

Ms. Stevenson moved that the Planning Commission recommend a partial approval of C/U 2183 for BRENT AND LISA HERSHEY to operate a storage facility with outdoor storage based upon the record made at the public hearing and for the following reasons:

1. The property is located within an Agricultural Preservation District (“APD”). The Applicant is seeking to use an existing but out-of-service agricultural building for storage of equipment owned by others. The Applicant also seeks approval to reconstruct a collapsed barn for use as a building for equipment owned by others.
2. In an APD, Title 3, Section 909(g) of the Delaware Code allows buildings that are no longer used in farming operations to “be used for the enclosed storage of property belonging to others”. The Delaware Code does not permit a collapsed or demolished building to be rebuilt and then used for this purpose.
3. By law, only the building described as “The Existing Hog Barn” can be approved for storage of equipment owned by others. The building described as “The Old Dairy Barn” may not be reconstructed and used for storage.
4. The use as a small, indoor storage facility is of a public or semi-public character and is desirable for the general convenience and welfare of neighboring properties and uses in the area. It is also the adaptive re-use of an existing structure that is no longer used in farming operations.
5. The use is to be located along Route 16, which is an arterial road. This is an appropriate location for this small operation.
6. There is a need for convenient locations for small contractors and subcontractors to store equipment in this part of Sussex County.
7. This type of small storage facility generates a relatively minor amount of traffic. It will not adversely affect traffic on area roadways.
8. The limited approval of this Conditional Use, with the conditions and stipulations placed upon it, will not have an adverse impact on the neighboring properties or community.
9. No parties appeared in opposition to this application.
10. This recommendation for approval is subject to the following conditions and stipulations:
  - A. There shall not be any outside storage on the premises. This includes the prohibition against outside storage of building materials, construction materials, boats and RVs within the site.
  - B. The storage shall be limited to the structure that is identified as “The Existing Hog Barn” which is no longer used in farming operations. The collapsed dairy barn may not be rebuilt and used for storage purposes.
  - C. As stated by the Applicant, no sign shall be permitted.

- D. The site shall be posted with hours of operation limited to 6:00 am until 9:00 pm, 7 days per week.
- E. Any violations of the conditions of approval of this Conditional Use may result in the termination of this Conditional Use.
- F. The Final Site Plan shall be subject to approval of the Planning and Zoning Commission.

Motion by Ms. Stevenson, seconded by Ms. Wingate and carried unanimously to forward this application to the Sussex County Council with a recommendation the application be approved for the reasons and the conditions stated in the motion. Motion carried 5-0.

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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 2, 2019

RE: County Council Planning Commission Decision Report for CU 2184 Linda Ann Yupco-Connors

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County Council held a public hearing on September 24, 2019. County Council deferred action for the Planning Commission recommendation. The Planning Commission recommended denial of the application at their meeting of September 26, 2019. The record was open for five (5) days after the Planning Commission recommendation. There were no written comments submitted regarding the Planning Commission recommendation.

The Planning and Zoning Department received an application (CU 2184 Linda Ann Yupco-Connors) for a Conditional Use for parcel 334-11.00-15.00 to allow for equipment storage to be located at 32260 Jimtown Rd. The Planning and Zoning Commission held a public hearing on August 22, 2019. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a Site Plan, staff analysis, comments from the Sussex Conservation District, and the results from the DelDOT Service Level Evaluation request confirming that a Traffic Impact Study ("TIS") was not required.

That the Commission found that Mr. Larry Fifer, an Attorney, Ms. Linda Connors, the Applicant and Mr. Sam Connors, the Applicant's son, and Mr. Kevin Smith, with Kercher Associates were present on behalf of the application; that Mr. Fifer stated the Applicant would like to utilize the property as a business, that there is an existing office on the site and it was previously used as a residence; that the Applicant would like to use the house as an office; that the Applicant would like to use the building that is located in the rear of the property for equipment storage; that the Applicant's business is general contracting and snow removal; that the equipment would be taken out during the day and stored at the site during the evening; that the impact on traffic is negligible; that there would be no signage on the site; that there would be no materials stored at the site; that there are seven other business uses in



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the area; that some of the uses in the area include a lawn care business, tax accounting office, transportation or roll-off business, and a daycare center; that Ms. Stevenson asked if the request of the Applicant is to be able to park the vehicles at the site and not for an office; which Mr. Fifer stated the Applicant would like to use the existing house as an office for the business; that Mr. Robertson stated that this could raise a legal notice issue; that Ms. Stevenson asked if it would be part of the same business and not renting the office separately; that Mr. Fifer stated the office would be used for the same business; that Chairman Wheatley stated the application was for equipment storage; that the Applicant presented it as including a snow removal contracting business which includes equipment storage; that he asked for clarification as to what the Applicant is requesting; that Mr. Fifer stated the Applicant is proposing the change from a previously residential use to a commercial use and therefore is a valid request for Conditional Use in this Zoning District; that Chairman Wheatley stated it was advertised for one use and it appears to be presented as something else; that Mr. Fifer stated it is for the owner to store equipment that is used for their business and it would be desirable to have an office in connection for the same business; that this is the request for the application; that Ms. Stevenson asked if the Applicant wants a sign, which Mr. Fifer said no; that Ms. Stevenson asked what hours of operation are being requested; which Mr. Fifer stated the hours of operation would be 7:00 am to 6:00 pm; that Ms. Stevenson asked if 7:00 am is when the staff would show up on the property; which Mr. Fifer replied yes; that Ms. Stevenson asked how many vehicles there would be at the site and would they be stored inside; which Mr. Connors stated there would be two to four vehicles; that one of the vehicles would be for the secretary and a couple for picking up the trucks; that there would not be any continuous traffic; that the materials would be delivered to the job site and not the application site; Ms. Stevenson asked if customers would be coming to the site; which Mr. Connors replied no; that Ms. Stevenson asked about the storage of vehicles; which Mr. Connors stated everything would be stored inside the building; that Ms. Stevenson asked how many employees would be on-site; which Mr. Connors stated there would be two to four employees; Ms. Stevenson asked if one of the employees would be in the office; which Mr. Connors stated that there would one part-time employee in the office; that Mr. Hopkins asked the Applicant if he has outgrown his current location; which Mr. Connors replied yes and that mainly the plow trucks and a mechanic truck would be stored at the site; that Mr. Hopkins asked if the Mechanic would be undertaking repairs at the site; which Mr. Connors replied no and there would be no storage of fuel on the site; that all the repairs would be sent out to be worked on; that Mr. Hopkins asked if this would be a contractor's type of use where workers would be in and out throughout the day or whether it would only be used when it is snowing; that Mr. Hopkins also asked whether the equipment would have back-up alarms; which Mr. Connors stated the vehicles do not have back-up alarms; that Mr. Hopkins asked if trucks and or skid steers are used for snow removal; which Mr. Connors stated it would only be snow plow trucks; that the Applicant did complete a Traffic Impact Study ("TIS") and it stated there would be 13 trips per day; that Mr. Hopkins asked if there were any materials stored on the site; which Mr. Connors stated the employees would only be picking up the trucks and there would be no materials stored on the site; that Mr. Smith stated the total number of calculated trips is 13 trips and a standard residential home has an average of 10 trips; that the application that was submitted had conflicting information on the Site Plan compared to the actual application; that the Service Level Evaluation ("SLER") stated it was for an office/storage and the Site Plan stated it was an existing office; that technically it is an existing residence and not an office; that the request was for equipment storage which was applied for, and for the office; Ms. Cornwell asked what days of the week would the business be operating; which Mr. Connors stated it would be Monday through Saturday with the exception of snow.

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

That the Commission found that Reverend Wendel Hall and Mr. Gerald Allen spoke in opposition to the application; that Reverend Hall stated he was raised on Jimtown Road; that he thought the application was for heavy equipment storage; that they had been upgrading the community to be like Coastal Club; that the proposed business is not keeping with what they want for the neighborhood; that he is okay with the business if it was at Mr. Connors' current property; that he had concerns with it growing into something else; that he wants the property to remain residential; that Mr. Allen stated the Connors' have been good neighbors; that he had concerns with traffic; that he would like the site to remain a residential community; and that he supports the Connors but not the application for a conditional use.

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

Mr. Robertson referenced back to the comment about Coastal Club and the controversy regarding the installation of sidewalks and sewer within Jimtown; that there were people in favor of this because it improved Jimtown Road and the properties; that there were also people concerned about it because it changed the small rural character of Jimtown Road; that it was a small community on a country road; that the people in Jimtown had a concern with maintaining the community feel of Jimtown; that Chairman Wheatley stated that the Coastal Club is not the only thing that has impacted Jimtown; that the residents stated that they want to maintain a small community feel to the area; that he had concerns with the compact size of the lot; that Mr. Robertson stated, based on the information from the Applicant's representative and reference to equipment storage; that he had some concerns about whether the application was advertised correctly; that Chairman Wheatley stated the issue is what is being applied for; that the previous storage application was for storage with no business being operated there and no office; that it depends if this is just for storage or places he could rent out; that if he were not renting the units, he would not have to apply for a Conditional Use; that the request for this site is to operate a business; Ms. Stevenson commented that, if the Applicant was living at the site and if he wished to park his trucks in the back, that this would be a different matter; ; that Chairman Wheatley stated the Applicant had labeled the house as an office; that Ms. Wingate stated the Applicant indicated that there would be a proposed office; that Chairman Wheatley commented it is the Applicant's intention to use the house as an office.

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

At their meeting of September 26, 2019, the Planning Commission discussed the application which had been deferred since August 22, 2019.

Ms. Stevenson moved that the Planning Commission recommend denial of CU 2184 for LINDA ANN YUPCO-CONNORS for a Conditional Use for equipment storage based upon the record and for the following reasons:

1. This application is for a conditional use for equipment storage on land that is zoned AR-1.
2. While the Applicant is seeking approval of equipment storage, the record suggested that there would be a contracting business operating from the site that required equipment storage as part of that use. Neither of these uses are compatible with the residential character of Jimtown.

3. The site is within the Jimtown community that has historically been a residential community with single family homes. While there are some businesses along Jimtown Road, they are primarily home-occupation-type small businesses.
4. There was opposition from the owners and residents of neighboring properties within Jimtown that the use would be inconsistent with the residential nature of the neighborhood.
5. There was testimony from neighbors opposing the application that it would adversely affect the use and enjoyment of their properties as a result of the additional traffic coming to and from the property by employees and the noise and traffic generated by the vehicles and equipment on the site.
6. There are other more appropriate locations for this use that are not within a residential neighborhood and where the proposed use would be more consistent with the surrounding area.
7. For all of these reasons, this conditional use application should be denied.

Motion by Ms. Stevenson, seconded by Mr. Mears and carried unanimously to forward this application to the Sussex County Council with a recommendation the application be denied for the reasons stated in the motion. Motion carried 5-0.

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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 2, 2019

RE: County Council Planning Commission Decision Report for CU 2187 Daniel Ostinvil

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County Council held a public hearing on September 24, 2019. County Council deferred action for the Planning Commission recommendation. The Planning Commission recommended denial of the application at their meeting of September 26, 2019. The record was open for five (5) days after the Planning Commission recommendation. There were no written comments submitted regarding the Planning Commission recommendation.

The Planning and Zoning Department received an application (CU 2187 Daniel Ostinvil) for a Conditional Use for parcel 232-12.18-51.00 to allow for motor vehicle sales to be located at 310196 North Poplar St. The Planning and Zoning Commission held a public hearing on August 22, 2019. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis, comments from the Sussex Conservation District, and the results from the DelDOT Service Level Evaluation request confirming that a Traffic Impact Study ("TIS") was not required.

That the Commission found that Mr. Daniel Ostinvil was present on behalf of his application; that Mr. Ostinvil stated he had purchased the property; that the property was used as a commercial property for furniture sales; that the property was muddy and he had put down stone; that there are other commercial uses in the area; that the proposed application is to be able to sell cars; that Ms. Wingate asked the Applicant how many vehicles be parked at the site; which Mr. Ostinvil replied there would be four or five vehicles parked at the site for sale; that Ms. Wingate asked if the existing building is to remain on the site for the use of an office; which Mr. Ostinvil replied the existing building would remain and he would use the building as an office; that Ms. Wingate asked what would the hours of operation be; which Mr. Ostinvil replied the hours of operation would be 9:30 am to 3:30 pm, Monday through Friday; that Ms. Wingate asked if there would be any Saturday or Sunday hours of operation;



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which Mr. Ostinvil replied that there may be some Saturday hours from 11:00 am to 2:30 pm; that Ms. Wingate asked if he would like a sign on the property to advertise his business; which Mr. Ostinvil replied yes; that Ms. Wingate asked if he would like the sign to be lighted; which Mr. Ostinvil replied yes; that Ms. Wingate asked how many employees he would have; and which Mr. Ostinvil replied he would have two employees.

Ms. Stevenson asked if he would be selling cars and whether he would be fixing the cars at the site; which Mr. Ostinvil replied there would be no fixing of the cars at the site; Ms. Stevenson asked if the site would be just to sell the cars and nothing extra going on at the site; to which Mr. Ostinvil replied no he would not be fixing cars only selling them.

Chairman Wheatley asked about the existing building that has a barbeque sign on it and if that is what the Applicant had been doing at the site; which Mr. Ostinvil replied yes, he had been using it as a Barbeque and would like to continue to use it as such; that Chairman Wheatley asked if there is a Conditional Use on the property now; which Ms. Cornwell stated she is not aware of any Conditional Uses on the property; that Chairman Wheatley stated he can verify based on his own observations of the site that the site had been used as commercial use for a long time; that Chairman Wheatley stated the application was for motor vehicle sales and the Planning and Zoning Commission cannot add any additional uses to the application; that if the Applicant would like additional uses on the site, he would have to talk with Ms. Cornwell about applying for the other uses. When asked if the cars would be parked along the split rail fence Mr. Ostinvil replied that they would.

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

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

Ms. Stevenson asked if the barbeque is non-conforming and whether the Applicant would have to submit an application for the this activity; that Ms. Cornwell stated the practice of Planning and Zoning Department is typically not to shut a business down while an Applicant is going through the Conditional Use process; and that Chairman Wheatley stated it may have been a communication issue and the fee may be waived if the circumstances warranted it.

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

At their meeting of September 26, 2019, the Planning Commission discussed the application which had been deferred since August 22, 2019.

Ms. Wingate moved that the Planning Commission recommend approval of C/U 2187 for DANIEL OSTINVIL for Motor Vehicle Sales based upon the record made at the public hearing and for the following reasons:

1. This site has had a variety of different business uses over the years.
2. There are other small business and commercial uses in the area. This use is consistent with the area and will not have an adverse effect on it.
3. A car sales facility at this location is of a public or semi-public character and is desirable for the general convenience and welfare of the area.

4. Given the small size of this site, parking in the front yard setback is permitted, provided that all parking shall be contained within a fenced in area.
5. No parties appeared in opposition to this application.
6. This recommendation for approval is subject to the following conditions and stipulations:
  - A. One lighted sign shall be permitted. It shall not exceed 32 square feet per side.
  - B. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.
  - C. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the site.
  - D. The site shall be subject to all DelDOT entrance and roadway requirements.
  - E. The cars shall be parked within fenced area, and the fence and parking area shall be shown on the Final Site Plan.
  - F. The automotive sales hours shall only be from 9:00 am through 3:30 pm, Monday through Friday, and 9:00 am until 2:30 pm on Saturdays. There shall not be any Sunday hours.
  - G. Any violations of the conditions of approval of this Conditional Use may result in the termination of this Conditional Use.
  - H. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Ms. Stevenson and carried unanimously to forward this application to the Sussex County Council with a recommendation the application be approved for the reasons stated in the motion. Motion carried 5-0.

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## Memorandum

To: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Irwin G. Burton III, Vice President  
The Honorable Douglas B. Hudson  
The Honorable John L. Rieley  
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: October 1, 2019

RE: County Council Old Business Report for CZ 1883 OA-BP Marina Bay-Lakeside, LLC  
(The Peninsula)

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County Council held a public hearing on July 30, 2019. County Council deferred action for further consideration.

The Planning and Zoning Department received an application (CZ 1883 OA-BP Marina Bay-Lakeside, LLC (The Peninsula)) for a Change of Zone for parcels 234-30.00-1.00 through 430.00 to allow for an amendment to a condition of approval of the MR-RPC located at The Peninsula. The Planning and Zoning Commission held a public hearing on June 27, 2019. The following are the draft minutes for the Change of Zone from the Planning and Zoning Commission meetings.

Ms. Cornwell advised the Commission that submitted into the record were a Site Plan, a staff analysis, comments from the Sussex County Engineering Department – Utility Planning Division, and comments from the Sussex Conservation District. Ms. Cornwell noted that the request is to amend the condition regarding the number of units and the type of number of units. Originally, the condition was that the number of units shall not exceed 1,404 consisting of 323 single-family lots, 378 single-family detached condos, 325 single-family attached townhouses, and 378 multi-family units. The Applicant is requesting that the overall number not to exceed 1,394 units comprised of 358 single-family lots, 388 single-family detached condos, 270 single-family attached townhouses, and 370 multi-family units. The Applicant wishes to reduce the number of townhouses and increase the number of single-family and single-family detached condos.

The Commission found that Mr. Zac Crouch with Davis, Bowen & Friedel, Inc. was present on behalf of the application; that Mr. Crouch stated Ms. Cornwell summed up the request; this Application was from November 2002; the Applicant requests to decrease the townhouses and increase the single-family lots, the total number of units will decrease from 1,404 to 1,394.



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Mr. Robertson outlined the changes in the numbers of each unit type and explained the overall calculation of the revised unit total.

Ms. Cornwell asked the Applicant to confirm that they wanted to lose 10 lots because if it is decided in the future that additional units are needed, it would require a new application before the Planning and Zoning Commission and County Council. Mr. Wheatley clarified that the request could be to change the number and the mix of the units, but the Applicant could request not to decrease the maximum number. Mr. Crouch stated that the Applicant would prefer to keep to their request for the change in the mix of units and to decrease the total number from 1,404 to 1,394.

Ms. Cornwell asked the Applicant if they have verified with the other engineer/builder within the development whether the proposal would impact upon them. Mr. Jon Horner, attorney for Ocean Atlantic Companies stated that this request will not impact anything that is currently approved in the other sections of the community. Mr. Horner stated that the other sections of the community that are owned by other parties already have their approvals, and that the requested change would not affect the approved numbers of those other sections.

Ms. Jennifer Cinelli-Miller from DelDOT did not wish to comment on the proposal but understood that the request was to reduce the overall number of units within the RPC. Mr. Crouch pointed out that, as the units were being reduced, the overall impact would be less from a Transportation perspective.

Mr. John Gee stated that he is a member of the Peninsula Homeowners Action Committee and has been a resident for fifteen years; that he supports the Application, but he would like clarification as to why the request is for 1,394 units but the submitted map lists 1,336 units; and is requesting more clarity and transparency.

Mr. Crouch stated that the number shown on the submitted masterplan is the total number of homes already built in this development throughout all existing phases; that it does not reflect the current Application which seeks to reduce the number of units from 1,404 to 1,394 with a change in the type of units as stated previously. Mr. Crouch pointed out that the submitted masterplan was prepared when the previous 'Sailside' Phase was previously submitted to the Commission.

Mr. Joseph Andrea-Bronski stated that he has been a resident of the Peninsula for twelve years and supports the Application; that the 'Marina Bay' phase was planned for thirteen buildings, but only two have been built; and he would applaud a lower density in the RPC and greater transparency as to the implementation of the various phases, including 'Marina Bay'.

Chairman Wheatley explained that the decision as to whether individual units are built is not a matter before the Commission, and that the matter before the Commission is the requested change in the housing types.

The Commission found that no one spoke in opposition to the application.

Ms. Suzanne Laws, Sussex County Review Coordinator with DelDOT recommended that the Applicant contact DelDOT regarding the project. Mr. Wheatley stated as the request is for a reduction in units it should reduce the amount of traffic and the Applicant should make the decision if they need to coordinate with DelDOT regarding this Application.

Motion by Mr. Hopkins, seconded by Ms. Wingate and carried unanimously to defer action for further consideration. Motion carried 4-0.

At their meeting on July 18, 2019, the Planning Commission discussed the application which has been deferred since June 27, 2019. Ms. Stevenson stated she had reviewed the record and was prepared to vote.

Ms. Stevenson moved that the Commission recommend approval of C/Z # 1883 for OA-BP MARINA BAY-LAKESIDE, LLC, to adjust the types of units and the total number of units in an MR-RPC as approved by C/Z # 1475 (Ordinance No. 1573) for the development known as “The Peninsula” based on the record made during the public hearing and for the following reasons:

1. C/Z # 1475, which was identified as Ordinance No. 1573, included a condition identifying the number and types of uses allowed within this MR-RPC as follows:

*“The maximum number of units shall not exceed 1,404 units comprised, as follows:*

- 323 Single Family Lots*
- 378 Single Family Detached Condominiums*
- 325 Single Family Attached Town Houses*
- 378 Multi-Family Units”*

2. This MR-RPC was approved in 2002 and is still being built out today.
3. As the master developer of this project, the Applicant has stated that there is no longer as strong demand for townhouse units within this project. Based upon the market, they are seeking to replace certain townhouse units with single-family units and detached condominium units. This will also result in a reduction in the total number of units that will be built in the MR-RPC.
4. The Peninsula Owners Association representatives testified during the hearing that they do not object to this request, subject to confirmation of the reduced number of units that will be allowed as a result this request.
5. This request will not adversely affect the overall design of the MR-RPC, or the current and future residents of the development.
6. For these reasons, and at the Applicant’s request, Condition #1 of C/Z #1475 and Ordinance #1573 should be amended to state as follows:

*“The maximum number of units shall not exceed 1,394 units comprised, as follows:*

- 353 Single Family Lots*
- 388 Single Family Detached Condominiums*
- 270 Single Family Attached Town Houses*
- 378 Multi-Family Units”*

Motion by Ms. Stevenson, seconded by Ms. Wingate and carried unanimously to recommend approval for the reasons and with the conditions stated in the motion. Motion carried 5-0.

**Introduced 04/09/19**

**Council District No. 4 - Hudson  
Tax I.D. No. 234-30.00-1.00 through 430.00  
911 Address: None Available**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY TO AMEND CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1475 (ORDINANCE NO. 1573) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 787.787 ACRES, MORE OR LESS**

**WHEREAS, on the 19th day of March 2019, a zoning application, denominated Change of Zone No. 1883, was filed on behalf of OA-BP Marina Bay-Lakeside, LLC; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2019, 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. 1883 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2019, 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 [MR-RPC Medium Density Residential District-Residential Planned Community] and adding in lieu thereof the designation of MR-RPC Medium Density Residential District-Residential Planned Community as it applies to the property hereinafter described.**

**Section 2. The subject property is described as follows:**

**ALL that certain tract, piece or parcel of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the south end of Bay Farm Road and the south side of Trinity Road, and being more particularly described in the**

attached legal description prepared by McCrone, said parcel containing 787.787 acres, more or less.

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

PROPOSED



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

Payable to: Marine Corps League

### SECTION 1 APPLICANT INFORMATION

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

PROJECT NAME: 244<sup>TH</sup> MARINE CORPS BIRTHDAY BALL

FEDERAL TAX ID: 46-4606352 NON-PROFIT:  YES  NO  
501(C)(4) TAX DEDUCTIBLE

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

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

ORGANIZATION'S MISSION: Veterans Organization founded in 1923 to perpetuate the traditions and spirit of all Marines who proudly wear or have worn the Eagle, Globe and Anchor insignia of the United States Marine Corps.

ADDRESS: DE DEVIL DOGS DETACHMENT, # 780  
PO Box 1476  
SEAFORD DE 19973  
(CITY) (STATE) (ZIP)

CONTACT PERSON: DIANE GEORGE

TITLE: DETACHMENT PAYMASTER

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

TOTAL FUNDING REQUEST: \$ 500.00

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 20%



## 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 <sup>1</sup> | <input checked="" type="checkbox"/> Other <u>COMMUNITY PROJECTS</u> | <input checked="" type="checkbox"/> Educational |

### BENEFICIARY CATEGORY

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

### BENEFICIARY NUMBER

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

4,500

## SECTION 3: PROGRAM SCOPE

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

- Support for the following Sussex County Groups:
- ① Woodbridge High School NJROTC > uniforms, trips and scholarships
  - ② Seaford High School NJROTC > Scholarships
  - ③ Marine Reserve Toys 4 Tots Foundation
  - ④ Eagle Scout Court of Honor
  - ⑤ State of Delaware Veterans Trust Fund

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

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

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

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

N/A

### SECTION 4: BUDGET

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	\$11,000.00 PROJECTED
<b>EXPENDITURES</b>	
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. <b>(Put amounts in as a negative)</b>	
HERITAGE STORES CLUBHOUSE BALL ROOM	
DINNER (FOOD & DRINK)	
TIPS	
GIFTS	
MUSIC	
THE GUIDE	
<b>TOTAL EXPENDITURES</b>	\$12,000.00 PROJECTED \$0.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	\$1,000.00 PROJECTED \$0.00

### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the MARINE CORPS LEAGUE DE DEVIL DOGS DETACHMENT agrees that:

(Name of Organization)

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

**SECTION 5: STATEMENT OF ASSURANCES (continued)**

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

CHARLES H. LINDON  
PAST COMMANDANT

9/24/19

Applicant/Authorized Official  
DE DEVIL DOGS DETACHMENT, #780

Nancy Cordrey  
Witness

Date

9/24/19

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

*[Handwritten signature]*

**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.

*[Handwritten signature]*  
FIRST COMMANDER  
DE DEVIL DOGS DETACHMENT, #780

Applicant/Authorized Official

*[Handwritten signature: Nancy Cardney]*

Witness

JR FIRST COMMANDER  
DEPT OF DELAWARE

Title  
9/24/19

Date

*[Handwritten signature: Vincent]*  
9/25/19



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Delaware Celebration of Jazz, Inc.

PROJECT NAME: Rehoboth Beach Jazz Festival

FEDERAL TAX ID: 510373709 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: ① Financial support to Truxel Cancer Center  
② Promoting tourism for Sussex County  
③ Building the arts and music education to our youth

ADDRESS: 30732 Sassafras Drive

Lewis Delaware 19958  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Larry DeFrancisco

TITLE: Vice President / Board member

PHONE: (610) 608-7847 EMAIL: larry@rehobothjazz.com

TOTAL FUNDING REQUEST: \$ 5,000

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

If YES, how much was received in the last 12 months? \$ 5,000

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 10%

## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

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

### BENEFICIARY CATEGORY

- |   |  |                                   |
|---|--|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence        | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons            | <input type="checkbox"/> Low to Moderate Income <sup>2</sup> | <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:

10,000

## SECTION 3: PROGRAM SCOPE

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

*See attached*

### Section 3: PROGRAM SCOPE

The Delaware Celebration of Jazz Inc., is a multiple day festival that organizes and conducts events, activities and musical performances related to jazz music for charitable purposes.

The Festival Board is dedicate foremost and most important to educating the people to visit Sussex County and possibly live in Sussex County as our beautiful county has so much to offer. In addition we are helping build the arts in general and specifically the musical arts in our community by promoting performance and developing new audiences including funding to expose and educate our community youth to music and motivating students to pursue music as a major endeavor. When a patron purchases tickets and donates to our cause, it helps us not only fight the devastating disease of cancer, but also contributes to the ongoing research & the purchase of state-of-the-art equipment for the current and a 2nd new Tunnell Cancer Center.

Our efforts are to help over 10,000 Sussex County family members and friends beat this disease and live a normal life while battling cancer.

The RBJF is totally run & managed by 100% Volunteers

This year the Board of Directors announced a 5-year /\$100,000 pledge for Tunnell Cancer Center. This will support plans for a new cancer center in Millville, which is part of Beebe Healthcare's capital campaign. The Board of Directors is proud to be part of this new cancer center and also continues to support Beebe Healthcare's original Tunnell Cancer Center.

The financial impact on our Sussex County businesses is approximately \$12,000,000 annually generating over \$80,000 in tax revenue during our four-day event. With over 10,000 attendees spending quality time and money according to the chambers. Because our attendees enjoy celebrating life, our area retail, restaurants, hotels, gas stations, movie theaters, realty and super markets have enjoyed aggressive shopping benefits...



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

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	<i>25,000.00</i>
<b>EXPENDITURES</b>	
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. <b>(Put amounts in as a negative)</b>	
	<i>-\$ 232,641.04</i>
<i>Expenditures do not include artists fees</i>	
<b>TOTAL EXPENDITURES</b>	<i>-\$ 232,641.04</i> <del>\$0.00</del>
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	<i>\$ 207,641.04</i> <del>\$0.00</del>

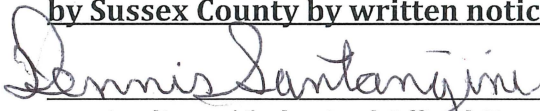
### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the *Delaware Celebration of Jazz* agrees that:  
(Name of Organization)

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

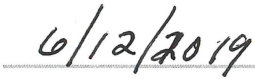
**SECTION 5: STATEMENT OF ASSURANCES (continued)**

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

  
Applicant/Authorized Official Signature

  
Date

  
Witness Signature

  
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.

Dennis Santanquini  
Applicant/Authorized Official Signature

President  
Title

Larry DeSantis  
Witness Signature

6/12/2019  
Date

VP Delaware Celebrate  
of Joy, Inc

Hudson  
10/01/19  
Rev. 02/2019

**To Be Introduced 10/08/19**

**Council District No. 3 - Burton  
Tax I.D. No. 235-30.00-15.00  
911 Address: None Available**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 10.88 ACRES, MORE OR LESS**

**WHEREAS, on the 1st day of October 2019, a zoning application, denominated Change of Zone No. 1904, was filed on behalf of Dry Acres, LLC (Jill Cicierski); and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2020, 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. 1904 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.**

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

**Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-2 Medium Commercial 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 Georgetown Hundred, Sussex County, Delaware, and lying on the Broadkill and being more particularly described in the attached legal description prepared by Pennoni, said parcel containing 10.88 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.**