

RESOLUTION R 021 08

A RESOLUTION TO OFFER A MEMORANDUM OF UNDERSTANDING WITH INCORPORATED MUNICIPALITIES IN SUSSEX COUNTY WHO WISH TO ENGAGE IN JOINT DISCUSSIONS REGARDING LAND USE PLANNING NEAR THEIR CORPORATE BOUNDARIES

WHEREAS, Sussex County's Planning and Zoning Commission conducted a thorough review and update of the County Comprehensive Plan in 2007 as required by State law; and

WHEREAS, Sussex County Council conducted an extensive public outreach campaign as part of its review and update process to our 2007 Comprehensive Plan; and

WHEREAS, Sussex County Council approved and adopted the updated Comprehensive Plan on June 24, 2008; and

WHEREAS, some towns and cities requested more opportunity to review future Land Use Plans with Sussex County in areas close to their borders; and

WHEREAS, Sussex County desires to work closely with our municipalities regarding mutual concerns;

NOW, THEREFORE, BE IT RESOLVED that Sussex County Council offers a standard Memorandum of Understanding available to incorporated municipalities who wish to share future plans and ideas in a spirit of cooperation.

(Standard Memorandum of Understanding attached hereto and made a part of this Resolution.)

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION NO. R 021 08 ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE 23RD DAY OF SEPTEMBER 2008.


ROBIN A. GRIFFITH
CLERK OF THE COUNCIL

MEMORANDUM OF UNDERSTANDING
BETWEEN
SUSSEX COUNTY
AND THE
CITY OF _____, DELAWARE,
FOR LAND PLANNING COORDINATION

This Memorandum of Understanding (MOU) is hereby agreed to by Sussex County (the County) and the City of _____ (the City), a municipal corporation of the State of Delaware, and states as follows:

WHEREAS, the County is responsible for land use decisions outside the limits of municipalities; and

WHEREAS, the City is responsible for land use decisions inside its municipal boundaries; and

WHEREAS, those decisions of the County and the City may have an impact on the City or the County; and

WHEREAS, the City has completed a comprehensive plan that may designate certain lands as "areas of concern" that are similar to those designated by the County as "Environmentally Sensitive Development Areas"; and

WHEREAS, the City designated "areas of concern" and the County designated "area within one mile surrounding the City's incorporated boundary" are not identical; and

WHEREAS, the County and the City desire to discuss and communicate with each other regarding land planning and land use practices in the City and the Intergovernmental Coordination Zone; and

WHEREAS, the County and the City wish to ensure full opportunities for communication between the County and the City, their Planning and Zoning Commissions, and their staff in addressing the benefits or impacts of zoning changes and land use decisions within the City and the County's Intergovernmental Coordination Zone;

NOW, THEREFORE, the County and the City do hereby agree as follows:

1. To work cooperatively through the planning process to include land use policies and adequate public facility plans in the City and the Intergovernmental Coordination Zone.
2. To establish a process for regular communication and monitoring of plan implementation that includes regular information sharing between the parties.

3. To receive and to review any Department of Transportation Traffic Impact Studies when received from it for any application for a major subdivision within the City or the Intergovernmental Coordination Zone to determine City and County traffic impact.

4. To cooperate to ensure that public services (wastewater, water, storm water management, and electricity) are in place or provided for throughout the City and the Intergovernmental Coordination Zone so that there will be no areas excluded or unserved where feasible.

5. Upon receipt of an application for any annexation, development, or change in land use within the City or the Intergovernmental Coordination Zone, to give written notice of such application to the other party.

6. Either party may terminate this agreement upon ninety (90) days written notice.

7. That nothing contained herein shall confer upon nor be deemed a delegation to the other party of any authority or jurisdiction over the other party's land use, planning or zoning powers, authority, or jurisdiction.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals.

SUSSEX COUNTY

CITY OF

By: _____

By: _____

Dated: _____

Dated: _____

Witness

Witness