



Sussex County Council Public/Media Packet

**MEETING:
February 2, 2016**

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



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Sussex County Council

AGENDA

FEBRUARY 2, 2016

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

Gina Jennings, Finance Director

1. Dewey Water Agreement with the City of Rehoboth

10:15 a.m. Public Hearing

Community Development Block Grant (CDBG)

Old Business

Change of Zone No. 1765 Red Mill Pointe, LLC

Conditional Use No. 2017 Eli and Victoria Zacharia



Grant Requests

1. Greater Lewes Foundation for the Children's Learning Garden
2. Girl Scouts of the Chesapeake Bay Council for Unit 30's expenses

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session – Collective Bargaining, Personnel, and Pending Litigation pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Adjourn

12:00 Noon – Sussex County Profile Luncheon

**Location: Sussex County Association of Realtors
 223407 Park Avenue, Georgetown**

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on January 26, 2016 at 4:30 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JANUARY 26, 2016

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, January 26, 2016, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 044 16
Approve
Agenda**

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

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of January 12, 2016 were approved by consent.

**Corre-
spondence**

Mr. Moore read the following correspondence:

EAGLES NEST, MILTON, DELAWARE

RE: Letter in appreciation of food donation.

**THE HOME OF THE BRAVE FOUNDATION, INC., MILFORD,
DELAWARE.**

RE: Letter in appreciation of food donation.

CATHOLIC CHARITIES, WILMINGTON, DELAWARE.

RE: Letter in appreciation of grant.

**NEW HOPE RECREATION AND DEVELOPMENT ORGANIZATION,
ELLENDALE, DELAWARE.**

RE: Letter in appreciation of grant.

**Corre-
spondence
(continued)**

VISION TO LEARN, WILMINGTON, DELAWARE.

RE: Letter in appreciation of grant.

HARRY K. FOUNDATION, REHOBOTH BEACH, DELAWARE.

RE: Letter in appreciation of grant.

Mr. Vincent read the following correspondence:

BOYS & GIRLS CLUB, DAGSBORO, DELAWARE.

RE: Letter in appreciation of grant.

PRIMEROS PASOS, GEORGETOWN, DELAWARE.

RE: Letter in appreciation of grant.

SEAFORD COMMUNITY FOOD CLOSET, SEAFORD, DELAWARE.

RE: Letter in appreciation of food donation.

**Public
Comments**

Public Comments

Paul Reiger commented on Council's appointments to the Pension Committee, Board of Adjustment and Planning and Zoning Commission. Mr. Reiger also commented on Code changes that are needed.

Dan Kramer stated that there is an error in the January 5, 2016 Council minutes.

Consent Agenda

**M 045 16
Approve
Consent
Agenda**

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

Wastewater Agreement No. 733-8

Sussex County Project No. 81-04

Bishop's Landing – Phase 4

Millville Expansion of the Bethany Beach Sanitary Sewer District

Wastewater Agreement No. 1001-1

Sussex County Project No. 81-04

Redden Farm – AKA Redden Ridge – Phase 2

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

Motion Adopted: 5 Yeas.

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

Report

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

**Administrator's
Report
(continued)**

1. Delaware Solid Waste Authority Reports

There were 41,725 pounds of recycled material received at the Recycle Delaware pods at the West Complex in Georgetown during the months of October, November, and December 2015. Attached are reports received for each month.

2. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Senators – Phase 2D received Substantial Completion effective January 11th.

3. Sussex County Winter Storm Report

As you are aware, Sussex County experienced a nor'easter of historic magnitude over the weekend. I want to take a moment to recognize and thank the County personnel who worked during the storm to ensure our residents and visitors remained safe while the storm pounded our coast and left over a foot of snow in some areas and historic flooding in others. The County staff, including our paramedics, environmental services division, buildings and grounds, and those in the Emergency Operations Center worked throughout the weekend to ensure the safety and well-being of the County was maintained, and coordinated our response to the storm's historic impacts.

Now that the storm has passed, the County's emergency managers are asking property owners and residents affected by this weekend's storm to submit information on any damage to homes and businesses so officials can map the reports and gain a clearer sense of what issues the winter nor'easter left in its wake.

Members of the public who experienced any storm-related damage to their properties can report incidents to the Sussex County Emergency Operations Center by calling the EOC at (302) 856-7366. Property owners and residents should be prepared to provide details about the type of damage suffered, what caused it, the location, and whether they have insurance.

Damage must be a result of the storm between Friday, January 22nd, and Sunday, January 24th. Only businesses and primary residences, not seasonal homes, are eligible. Information collected by the Sussex County EOC will be used for assessment reports that are shared with the Delaware Emergency Management Agency for consideration toward any future federal disaster assistance application.

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

**Actuarial
Services
Award**

Mrs. Jennings presented the Actuarial Consulting Services Award recommendation. In December, the Finance Department released a formal request for proposal for Actuarial Services. The actuary performs analytical tests to determine what the County's required contribution should be to its pension funds, what assumptions should be used to calculate the County's pension liability, and what changes the County can make to ensure its pension is sustainable. Mrs. Jennings reported that three complete bids were received; the bids were scored based on experience and reputation, quality of the organization, capacity to perform, credentials and experience, and price.

Mrs. Jennings advised that of the 3 bids, Cheiron is being recommended due to: (1) close proximity to Sussex County; (2) experience, which includes over 80 current public employee retirement systems including the State of Delaware, where 60 percent of the County's pension fund is invested; (3) fifty-nine credentialed actuaries on staff; and (4) professional presentation and co-lead approach to perform services.

Mrs. Jennings reported that Cheiron has guaranteed to keep their cost the same for the next three years for the annual actuarial report, with a cap of 2 percent each additional year. Mrs. Jennings recommended that the County contract with Cheiron to provide multiple actuarial services over the next three years with the option to renew for additional years. Services to be provided include the annual actuarial reports, an experience study, pension sustainability study, and a report to determine the cost or savings of any plan changes.

**M 046 16
Contract
with
Cheiron
for
Actuarial
Services**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council directs the Finance Director to contract with Cheiron to perform various actuarial services for a period of three years with the option to renew the contract annually after the three period.

Motion Adopted: 5 Yeas.

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

**Pension
Committee
Member
Recommen-
dations**

Mrs. Jennings reported that, in accordance with the County Code, Sussex County Council shall appoint two community members, a current County employee, and a retired County employee (who currently receives a County pension) to serve on the County's Pension Committee. Mrs. Jennings reported that the four-year terms of David Baker, Hugh Leahy and Jeffrey James (current members) expire at the end of this month.

Mrs. Jennings reported that, due to their interest, experience on the committee, and financial involvement outside the committee, Administration recommends that David Baker and Hugh Leahy continue to serve on the Pension Committee for another four-year term. Additionally,

**Pension
Committee
(continued)**

due to Jeffrey James' recent retirement, a new appointment will need to be made and Administration recommends Kathy Roth, Deputy Finance Director. In addition to her CPA license, Kathy Roth possesses the financial knowledge needed to carry out this responsibility.

**M 047 16
Approve
Appoint-
ments to
Pension
Committee**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council approves Mr. David Baker, Mr. Hugh Leahy, and Mrs. Kathy Roth to the Pension Committee for a term of four years.

Motion Adopted: 5 Yeas.

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

**Compre-
hensive
Annual
Financial
Report/
Fiscal
Year End
June 30,
2015**

Mrs. Jennings presented the Sussex County Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Mrs. Jennings reported that the County received the Audited Financial Statements for Fiscal Year 2015 from BDO, the County's Auditors.

Keith Hammond of BDO USA, LLP (BDO) presented a brief overview of the status of their audit and summarized the results. Mr. Hammond reported that BDO conducts two audits; one is an audit of the financial statements of the County and one is an audit of the County's compliance with federal programs. Mr. Hammond reported that there was an unmodified, or "clean" opinion on all statements. Mr. Hammond stated that other procedures performed include: internal control over financial reporting, compliance with laws and regulations, and supplementary information accompanying financial statements.

Mrs. Jennings reported that, as in previous years, a full CAFR (Comprehensive Annual Financial Report) has been put together. She noted that there are four sections to the Report and that the financial section is the core of the Report.

Mrs. Jennings reported on the Statement of Revenues, Expenditures and Changes in Fund Balance and the Five-Capital Plan Fund. She reported that the County ended the fiscal year overall with over \$4,000,000 in revenues over expenditures.

Mrs. Jennings reported that revenues are down over last year; there was a decrease in the Sheriff Department's revenues and a decrease in grants received. A lot of the decreases were offset by increases in building related revenues of \$1.5 million. Mrs. Jennings reported that expenditures increased \$1.7 million, which was budgeted in the grant-in-aid portion of the budget.

**Comprehensive
Annual
Financial
Report/
Fiscal
Year End
June 30,
2015
(continued)**

Mrs. Jennings reported on General Fund Revenues: Realty Transfer Tax is the largest revenue source at 39% (\$22.2 million); Property Tax at 25% (\$14.5 million); and Charges for Services at 20% (\$11.7 million). Mrs. Jennings noted that the County spends every dollar collected in Realty Transfer Tax (total of \$22,212,913): Public Safety Operating & Capital - \$19,023,232 spent; Infrastructure - \$1,230,473 spent; Economic Development – \$998,521 spent; and Public Works - \$952,550 spent.

Mrs. Jennings reported on General Fund expenditures: Paramedics – 24%; General Government – 20%; Grant-in-aid – 17%.

Mrs. Jennings reported on the Statement of Revenues, Expenditures and Changes in Fund Balance (Budget and Actual). She reported that \$51,944,586 was budgeted in revenues and \$51,029,622 was spent (expenditures) resulting in being under budget by \$914,000; \$6,212,933 in Realty Transfer Tax revenue was transferred to Capital; resulting in a decrease in Fund Balance in the amount of (\$402,905).

Kathy Roth, Deputy Finance Director, presented information on business type revenues relating to sewer and water funds: operating revenues (mainly service charges) were 53% of the budget (\$19.8 million) and non-operating revenues, which are connection and assessment fees, were 39% of the budget (\$14.1 million). Mrs. Roth noted that a lot of the funds are restricted for debt payments and capital improvements. Capital contributions were 8% of the budget (\$3.2 million); these funds are mainly from Ordinance 38 project funds.

Mrs. Roth presented information on the Pension Fund, which is made up of two different funds – the Pension Fund and Other Post-Employment Benefits (OPEB) Fund. This year, the contribution to the Pension Fund was \$9.8 million; expenses were \$5.4 million; resulting in a \$4.4 million increase. Overall, there is \$105,632,882 in these funds as of June 30, 2015. Mrs. Roth also reviewed pension changes: liability is recognized in the government-wide financial statements on the balance sheet; there is a required standardized way to calculate liability; and there is a change of mortality table which increased the life expectancy. Mrs. Roth noted that the Pension Fund is 84.2 percent funded and the OPEB Fund is 73.5 percent funded.

Mrs. Roth reported that the County has no long-term General Fund debt. Sewer debt is at \$158 million this year.

Mrs. Roth referenced the statistical section of the report and she stated that the section includes economic, demographic, financial and operational information.

Mrs. Roth reviewed the Single Audit Supplement which shows the federal funding:

Comprehensive Annual Financial Report/Fiscal Year End June 30, 2015
(continued)

- U.S. Department of Agriculture \$ 386,926
- U.S. Department of Housing and Urban Development \$1,374,698
- U.S. Department of Transportation (airport) \$ 995,859
- U.S. Department of Homeland Security \$ 206,875
- U.S. Department of Environmental Protection Agency \$ 59,637

Mrs. Roth noted that the Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ended June 30, 2015 is available on the County's website (www.sussexcountytde.gov).

Mrs. Jennings presented the Financial Report for the Quarter Ending December 31, 2015.

Pump Station 34 Modifications Contract 16-04

Joe Wright, Assistant County Engineer, presented a recommendation to award Contract 16-04, Pump Station No. 34 Modifications. Mr. Wright stated that the project was bid and three bids were received. The lowest bid was submitted by Kuhn Construction Co. of Hockessin, Delaware, in the amount of \$434,832.50. The second lowest bid was submitted by Hopkins Construction, Inc. of Bridgeville, Delaware, in the amount of \$489,160.00.

Mr. Wright reported that the contract term is 75 consecutive calendar days in order to complete this project by May 1, 2016, a date that is dictated by DelDOT due to the project's location on Route One in the beach vicinity; work must commence no later than mid-February. In order to avoid problems with long lead times for equipment, Sussex County purchased the major lead item equipment; therefore, this was taken out of the bid.

Mr. Wright discussed the revised engineer's estimate for PS 34 of approximately \$445,000.00.

M 048 16 Award Contract 16-04 Pump Station 34 Modifications

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Project No. 16-04, Pump Station No. 34 Modifications, be awarded to the lowest responsive bidder, Kuhn Construction, of Hockessin, Delaware, at the total base bid amount of \$434,832.50.

Motion Adopted: 5 Yeas.

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

Pinetown Proposed Street-lighting District (SLD)

Patti Deptula, Director of Special Projects, advised that Streetlighting Districts are implemented through Chapter 95 of the County Code. Mrs. Deptula asked for the Council's approval to circulate a petition form for the Pinetown Proposed Streetlighting District, Tax Map No. 3-34-4, located on Sweetbriar Road (County Road 261) west of Lewes. The proposed district would encompass Parcels 5 - 10 and 12 - 27; there are 25 tax parcels in the district boundary and 24 improvements according to County tax records.

**Pinetown
Proposed
SLD
(continued)**

Six members of the Pinetown Civic Association sent a letter to the County requesting the Engineering Department to provide a petition form to initiate the process to form a district. Mrs. Deptula advised that she has met with representatives of the community and reviewed the existing electric layout with Delaware Electric Cooperative to determine that they do have feasibility to be served. Mrs. Deptula advised that the community meets the definition of a Suburban Community as defined in the Code. Mrs. Deptula stated that she prepared a petition and it has been reviewed and approved by Legal Counsel.

**M 049 16
Authorize
Circulation
of Petitions/
Pinetown
Proposed
SLD**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, that Sussex County Council has determined the subdivision known as Pinetown satisfies the criteria of a Suburban Community, as defined in Chapter 95 of the Sussex County Streetlighting Code, Paragraph 95-1, and authorizes the Sussex County Engineering Department to circulate the petition form for the purpose of establishing a streetlighting district, as required by Chapter 95 of the Sussex County Streetlighting Code.

Motion Adopted: 5 Yeas.

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

**Inland
Bays
Expansion,
Phase 2B
Contract
12-17/
Change
Order and
Substantial
Completion**

Juel Gibbons, Project Engineer, and Joe Wright, County Engineer, presented Change Order No. 1 and a request to grant Substantial Completion for Contract 12-17, Inland Bays Regional Wastewater Facility (IBRWF) Expansion Phase 2B. Construction was scheduled to be completed on April 20, 2015; however, the work was not finished until November 10, 2015. This resulted in the assessment of liquidated damages in the amount of \$98,263.82. The Engineering Department requests Council approval of November 10, 2015 as the date of Substantial Completion. Additional costs to the contract totaling \$18,306.65 were recorded for work that, though not part of the original contract, were deemed necessary as construction progressed. A credit to the contract of \$11,700.00 was applied for unused contingent bid items. The Engineering Department requests Council's approval of Change Order No. 1 that results in a final credit to the contract of \$91,657.17; the original contract amount was \$3,017,850.00; the final contract amount is \$2,926,192.83.

Mr. Wright noted that, several months ago, he came to Council with a request for an amendment for Whitman Requardt & Associates (WR&A) to provide additional services (approximately \$90,000) and that the costs (noted above) were to pay for WR&A's services, i.e. the contractor is reimbursing the County.

M 050 16

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the recommendation of the Sussex County Engineering Department, that the Balancing Change Order for Contract No. 12-17, Inland Bays Regional

M 050 16
Approve
C/O and
Grant
Substantial
Completion/
Inland Bays
RWF Exp.
Phase 2B
(continued)

Wastewater Facility Expansion Phase 2B be approved, which decreases the contract amount by \$91,657.17 for a new total of \$2,926,192.83 and that Substantial Completion be granted effective November 10, 2015 and any held retainage be released in accordance with the contract documents.

Motion Adopted: 5 Yeas.

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

Consider-
ation of
Requests
for an
Extension
of Time

Lawrence Lank, Director of Planning and Zoning, presented requests for consideration of an extension of time for land use applications (Subdivisions, Residential Planned Communities, Conditional Uses).

[Eighteen requests were considered at the January 12, 2016 Council meeting.]

Mr. Lank presented seventeen requests for extensions for the Council's consideration. (Information on each request was previously submitted to Council members and was included in the Council packets for the meeting.)

Avebury
2004-39

Avebury – Subdivision No. 2004-39

Recommendation by staff that a time extension of six months be denied.

M 051 16
Deny
Extension/
Avebury

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Avebury shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Buchanan
Corp.
CU 1764

Buchanan Corp. – Conditional Use No. 1764

Recommendation by staff that a time extension of six months be granted.

M 052 16
Grant
Extension/
Buchanan
Corp.

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Anthem shall be extended until July 1, 2016.

**M 052 16
(continued)**

Motion Adopted: 5 Yeas.

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

**Deep
Branch
Woods
2005-27
2009-11**

Deep Branch Woods – Subdivision 2005-27 & 2009-11

Recommendation by staff that a time extension of six months be granted.

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Deep Branch Woods shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

**M 053 16
Grant
Extension/
Deep
Branch
Woods**

**Deer
Creek
2005-62**

Deer Creek – Subdivision 2005-62

Recommendation by staff that a time extension of six months be denied.

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Deer Creek shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

**M 054 16
Deny
Extension/
Deer
Creek**

**Inland
Bays
CU 1850**

Inland Bays – Conditional Use No. 1850

Recommendation by staff that a time extension of six months be granted.

**M 055 16
Grant
Extension/
Inland
Bays**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as

M 055 16
(continued) **Inland Bays shall be extended until July 1, 2016.**

Motion Adopted: 5 Yeas.

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

Johnsonville
2006-39 **Johnsonville – Subdivision 2006-39**

Recommendation by staff that a time extension of six months be granted.

M 056 16
Grant
Extension/
Johnsonville **A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Johnsonville shall be extended until July 1, 2016.**

Motion Adopted: 5 Yeas.

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

Lewes
Shores
Estates
2005-30 **Lewes Shores Estates – Subdivision 2005-30**

Recommendation by staff that a time extension of six months be denied.

M 057 16
Deny
Extension/
Lewes
Shores
Estates **A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Lewes Shores Estates shall not be extended until July 1, 2016.**

Motion Adopted: 5 Yeas.

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

Langrell's
Best
2006-70 **Langrell's Best – Subdivision 2006-70**

Recommendation by staff that a time extension of six months be denied.

M 058 16
Deny
Extension/ **A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced**

M 058 16
Deny
Extension/
Langrell's
Best

Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Langrell's Best shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Mission
Estates
2005-53

Mission Estates – Subdivision No. 2005-53

Recommendation by staff that a time extension of six months be granted.

M 059 16
Grant
Extension/
Mission
Estates

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Mission Estates shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Norwood
Farms/
2004-21

Norwood Farms – Subdivision 2004-21

Recommendation by staff that a time extension of six months be denied.

M 060 16
Deny
Extension/
Norwood
Farms

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Norwood Farms shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Oak
Landing
2004-46

Oak Landing – Subdivision 2004-46

Recommendation by staff that a time extension of six months be denied.

M 061 16
Deny
Extension/
Oak
Landing

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Oak Landing shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Solitudes
on White's
Creek
2005-59

Solitudes on White's Creek – Subdivision 2005-59

Recommendation by staff that a time extension of six months be granted.

M 062 16
Grant
Extension/
Solitudes
on White's
Creek

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Solitudes at White's Creek shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

The
Common-
wealth
Group
CU 1705

The Commonwealth Group – Conditional Use No. 1705

Recommendation by staff that a time extension of six months be granted.

M 063 16
Grant
Extension/
The
Common-
wealth
Group

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as The Commonwealth Group shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

**The Woods
at Burton
Pond
2007-29**

The Woods at Burton Pond – Subdivision 2007-29

Recommendation by staff that a time extension of six months be granted.

**M 064 16
Grant
Extension/
The Woods
at Burton
Pond**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as The Woods at Burton Pond shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

**Twin
Oaks
2007-16**

Twin Oaks – Subdivision 2007-16

Recommendation by staff that a time extension of six months be denied.

**M 065 16
Deny
Extension/
Twin Oaks**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon the lack of compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Twin Oaks shall not be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

**Woodridge
2005-42**

Woodridge – Subdivision 2005-42

Recommendation by staff that a time extension of six months be granted.

**M 066 16
Grant
Extension/
Woodridge**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Woodridge shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Wetherby
2004-38

Wetherby – Subdivision 2004-38

Recommendation by staff that a time extension of six months be granted.

M 067 16
Grant
Extension/
Wetherby

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, based upon the authority granted to Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director and staff, that the current zoning approval for the development known as Wetherby shall be extended until July 1, 2016.

Motion Adopted: 5 Yeas.

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

Grant Requests

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

M 068 16
Council-
manic
Grant

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$250.00 from Mr. Cole's Councilmanic Grant Account to the Town of Ocean View for the 2016 Homecoming Event.

Motion Adopted: 5 Yeas.

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

M 069 16

**Motion
Withdrawn**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$1,000.00 from Countywide Youth Grants to the Liberty Day Institute to provide educational resources for students and teachers, contingent on the participation of all three counties.

Mr. Arlett requested additional information regarding the grant request and he stated that Sussex County Council should make decisions independently and not based on what Kent and New Castle Counties choose to do.

Councilmembers discussed the grant request and raised questions.

Mr. Cole and Mrs. Deaver withdrew their Motion and Second.

M 070 16
Defer
Action on
Grant
Request

A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to defer action on the grant request from the Liberty Day Institute for the purpose of obtaining additional information.

Motion Adopted: 5 Yeas.

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

M 071 16
Motion
Failed

A Motion was made by Mr. Cole to give \$250.00 from Countywide Youth Grants to Bayside Breeze Fastpitch Youth Softball for tournament expenses.

There was no Second to the Motion and the Motion failed.

M 072 16
Defer
Action on
Grant
Request

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to defer action on the grant request from the Indian River Soccer Club.

Motion Adopted: 5 Yeas.

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

Introduction
of Proposed
Ordinances

Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CONDITION NO. 19 OF CONDITIONAL USE NO. 1431 (ORDINANCE NO. 1530) TO ALLOW ADDITIONAL TIME TO COMPLETE THE EXISTING BORROW PIT OPERATION LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 200.5 ACRES, MORE OR LESS” (Conditional Use No. 2043) filed on behalf of Edward J. Kaye (Tax Map I.D. No. 331-4.00-49.00) (911 Address: 22223 Eskridge Road, Seaford).

Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EXPANSION OF AN EXISTING BORROW PIT OPERATION LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 7.85 ACRES, MORE OR LESS” (Conditional Use No. 2044) filed on behalf of Edward J. Kaye (Tax I.D. No. 430-23.00-42.00 (Part of) (911 Address: 20956 Coverdale Road, Bridgeville).

Mr. Cole introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN

**Introduction
of Proposed
Ordinances
(continued)**

PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 21.34 ACRES, MORE OR LESS” (Conditional Use No. 2045) filed on behalf of Robert and Deborah Reed RE/MAX Realty Group (Tax I.D. No. 234-29.00-69.01 and 69.08 – 69.11) (911 Address: None Available).

Mr. Wilson 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 CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 5.06 ACRES, MORE OR LESS” (Change of Zone No. 1793) filed on behalf of Church of God of Prophecy (Tax Map I.D. No. 135-23.00-18.01, 18.02 & Part of 18.03) (911 Address: 21950 Zoar Road, Georgetown).

Mrs. Deaver 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 CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.9192 ACRES, MORE OR LESS” (Change of Zone No. 1794) filed on behalf of JCBB, LLC (Tax Map I.D. No. 235-30.00-63.00) (911 Address: 26526 Lewes Georgetown Highway, Harbeson).

The Proposed Ordinances will be advertised for Public Hearing.

**Council
Members’
Comments**

Council Members’ Comments

Mrs. Deaver questioned if there is a way for people to know what might happen around them, i.e. zoning changes. Mrs. Deaver also commented on poorly planned developments.

Mr. Wilson commented on agricultural land and property rights.

Mr. Arlett and Mr. Lawson commented on the County’s new improved website and the additional information available on it. Mr. Cole suggested that a short explanation could be placed on the website explaining the zoning process and how requests can come in to modify zoning classifications.

Mrs. Deaver commented on storm damage in Slaughter Beach.

Mr. Arlett reported that he rode with the Sheriff and his Deputy delivering papers in the County and he commented on the importance of what they do.

Mr. Arlett commented on the importance of the Emergency Operations Center’s role during the recent Nor’easter.

Comments (continued) **Mr. Arlett commented on the importance of public safety and he noted that a public safety forum was held at the South Coastal Library.**

M 073 16 Go Into Executive Session **At 11:48 a.m., a Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to recess the Regular Session and to go into Executive Session for the purpose of discussing matters relating to personnel and pending litigation.**

Motion Adopted: 5 Yeas.

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

Executive Session **At 11:55 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room to discuss matters relating to personnel and pending litigation. The Executive Session concluded at 12:28 p.m.**

M 074 16 Reconvene Regular Session **At 12:30 p.m., a Motion was made by Mr. Cole, seconded by Mr. Arlett, to come out of Executive Session and to reconvene the Regular Session.**

Motion Adopted: 5 Yeas.

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

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

M 075 16 Adjourn **A Motion was made by Mr. Cole, seconded by Mr. Arlett, to adjourn at 12:30 p.m.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Arlett, Yea; Mr. Wilson, 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.}

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

(302) 855-7741 T
(302) 855-7749 F
gjennings@sussexcountye.gov



Sussex County
DELAWARE
sussexcountye.gov

Memorandum

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

FROM: Gina A. Jennings
Finance Director

RE: **DEWEY WATER AGREEMENT WITH CITY OF REHOBOTH**

DATE: January 29, 2016

As you are aware, Sussex County purchases bulk water from the City of Rehoboth to distribute to its customers in Dewey Beach. Due to the expiration of the previous agreement, Engineering and Finance will be requesting your approval, at Tuesday's Council meeting, to enter into a new agreement with the City of Rehoboth for the purchase of bulk water.

Attached is the agreement with the recommended changes. All changes were made for clarification purposes only. These changes have been reviewed by the County's attorney, the County Engineer, the County Finance Director, and the City of Rehoboth. As in the previous agreement, the contract will be for four years and the rates will increase 6 cents per 1,000 gallons per year. This agreement will be paid using the service charges collected by the Dewey Water customers. This increase, if not absorbed in other areas of the water budget, will equate to about \$4 a year per equivalent dwelling unit (EDU). I have reviewed the City of Rehoboth's financial statements and verified that these charges align with the expenses incurred by their water enterprise fund.

Please let Hans Medlarz, or me, know if you have any questions.

Attachment



THIS IS AN AGREEMENT, made and entered into this _____ day of _____ A.D. ~~2011-2016~~ by and between *THE CITY OF REHOBOTH BEACH*, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as “City”,

-AND-

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

WITNESSETH:

WHEREAS, City is the owner of a water supply and distribution system, and

WHEREAS, County desires to purchase water from City to supply users within the Dewey Beach Water District, and

WHEREAS, the parties hereto have agreed upon the terms and conditions pursuant to which City shall supply water to County.

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

1. City agrees to furnish and sell to County and County agrees to purchase and take from City under and pursuant to the terms of this Agreement a supply of water through a metered connection located near Robinson Drive and Delaware State Route 1, and such other metered locations as may be established by mutual consent, in order for City to supply water to County for the Dewey Beach Water District.
2. For the purposes of this Agreement, it is mutually agreed by the parties hereto that the area to be supplied water pursuant to the terms hereof is known as the Dewey Beach Water District, and except for those properties located within the Dewey Beach Water District which are presently served by City, ~~shall be defined as that area bounded on the north by the southern boundary of The City of Rehoboth Beach, on the east by the Atlantic Ocean, on the south by public lands of the State of Delaware as they existed on September 5, 1970, and on the west by Rehoboth Bay and the eastern right-of-way line of the Lewes and~~

Rehoboth Canal which forms a boundary of City, together with the Bath House and a single family dwelling located on "State lands" for which permission to construct was given by the Commissioners of Rehoboth Beach. The boundaries of the Dewey Beach Water District shall be as depicted on the map attached hereto as Exhibit A, the boundaries of which County may hereinafter revise as provided by Delaware Code, Title 9, Chapter 65 upon concurrence by the City.

3. It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period commencing January 1, ~~2011~~ 2016 and terminating December 31, ~~2015~~ 2020.
4. It is mutually agreed by the parties hereto that supply of the water to be furnished by City to County shall not exceed the following maximum amounts without written consent being first had and obtained by County from City:

<u>Maximum Daily Supply</u> <u>(in gallons)</u>	<u>Maximum Annual Supply</u> <u>(in gallons)</u>
2,800,000	310,000,000

It is further mutually agreed by the parties hereto that such maximum amounts shown above shall not include the water supplied for firefighting purposes.

5. County agrees to pay to City for water furnished pursuant to the terms hereof according to the following rates and charges:
 - a) The basic rate of ~~\$1.80~~ \$2.10 per 1,000 gallons for all water purchased after January 1, ~~2011~~ 2016, provided this basic rate shall be increased by \$0.06 for each 1,000 gallons of water beginning on January 1, ~~2012~~ 2017 and on each succeeding January 1, thereafter.
 - b) A peak use surcharge of \$1.00 per 1,000 gallons of water purchased shall be charged during the period April 1 through September 30 of each year. This peak use surcharge is in addition to the basic rate in Section (a) above.

6. It is mutually agreed by the parties hereto that City shall submit a bill to the County for water used on a monthly basis and County agrees to pay the City within thirty (30) days from the billing date.
7. During the term of this Agreement, should the City be required by any State or Federal agency to make any substantial and material modifications, additions or replacements to its water supply, [treatment and transmission systems](#), the City shall have the right to renegotiate [the payments required under](#) this Agreement. In such event, if a satisfactory amended Agreement is not negotiated, the City may terminate this Agreement.
8. County agrees, at its expense and cost and without any expense or liability to City, to provide and install all new meters, meter vaults and metering equipment as necessary to measure and control the supply of water from City to County, which vaults, meters and metering equipment shall be of a type, size and design as shall be approved by the City. County further agrees that such meters, meter vaults and metering equipment shall be installed and constructed at a location or locations which shall be approved by the City. County further agrees that City shall have access to all new or existing metering locations for reading, testing or inspection purposes. County further agrees that all new or existing meters, meter vaults and metering equipment shall be operated and maintained by County at its cost and expense and without any expense or liability to the City.
9. Throughout the term of this Agreement, the following insurance must be maintained:
 - a) Commercial General Liability Insurance
City shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the City's water supply and distribution system or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of

\$2,000,000 and a products completed operations aggregate limit of \$2,000,000. Such insurance shall include County as an additional insured as respects claims arising from City property or operations.

County shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the County's water supply and distribution system or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include City as an additional insured as respect claims arising from County property or operations.

b) Property Insurance

City shall secure and maintain, at its own expense, all risk (special form) property insurance, which insures against direct physical loss of or damage to City's real and personal property and any resulting loss of rental income or extra expense therefrom, with limits sufficient to insure City's interest therein. County shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to County's real and personal property and any resulting loss of rental income or extra expense therefrom, with limits sufficient to insure County's interest therein.

City and County waive any right of recovery from the other for any loss of or damage to the property of the other, to the extent of insurance recovery from the property insurance required above. Any deductible amount(s) shall be the sole responsibility of the party whose insurance policy requires such deductible.

c) Workers Compensation and Employers Liability Insurance

City and County shall each secure and maintain at their own expense, workers compensation and employers liability insurance.

10. County agrees, at its expense and cost and without any expense or liability to City, to employ a competent engineering or testing firm as approved by City to service and calibrate all metering equipment semiannually. County further agrees that the metering equipment shall be serviced, tested and calibrated between May 1 and May 15 of each year. County further agrees that the cost of calibrating and testing the metering equipment shall be paid by County without any expense or liability to City. County further agrees that a report of the testing and calibration results shall be furnished to City by County within ten (10) days after receipt of such report by County. County further agrees that City may employ a competent engineering and testing firm to perform additional tests and to calibrate the metering equipment. City agrees to pay for such testing and calibration if the metering equipment is determined by such engineering and testing firm to be within two percent (2%) accuracy as determined by American Waterworks Standards. County agrees to pay for such testing and calibration if the metering equipment is determined to be outside the range of accuracy as set forth herein. City agrees to transmit to County within ten (10) days after receipt thereof a copy of any report of testing and calibration results authorized by City pursuant to the provisions contained herein.
11. City agrees to cause the meters to be read and County agrees that City shall have access at all times to said meters for reading, testing and inspection purposes. City agrees to furnish to County a copy of the results of any such reading, test or inspection conducted by City.

12. County agrees that if the metering equipment fails to register ~~correctly~~
~~the~~within +/- 2% of the quantity of water furnished and taken pursuant to the
terms of this Agreement ~~or shall fail to register the flow of water through said~~
~~meter,~~ the ~~unregistered,~~ under registered or over registered amount of water
furnished shall be determined by City. In any instance of under
registration or over registration of water taken by County, as determined by
City, County agrees that City shall determine ~~which-corrected~~ readings ~~are~~
~~excessive and which readings are deficient~~ and County shall pay for the water
determined by City to have been supplied ~~or for which a charge should be~~
~~made or the City shall credit for the over registered water determination~~
~~by City for payments that were made.~~

~~12.~~13. County agrees that if the metering equipment shall fail to register the
flow of water through said meter, the unregistered amount of water
furnished shall be determined by City. Such determinations shall be
based on three (3) year historical averages of the same month(s). City
shall set forth their determinations for the amount of water furnished for
County's approval based on this process. Once City has provided an
agreed upon invoice for the unregistered amount of water, County shall
pay said invoice within thirty (30) days.

~~13.~~14. County agrees, at its own cost and expense and without any expense or
liability to City, to provide, make and keep in repair all feeder mains,
connections, meters, meter vaults, receiving tank or tanks, booster or other
pumps, and slow acting valves or other appliances deemed necessary
by County at the point or points of connection herein designated. County
agrees if it is determined by City that the meter or meters or meter housings
shall prove to be unsatisfactory to City or out of repair to replace such meter
or meter housing promptly and expeditiously following receipt of notice of
such unsatisfactory condition by City, such replacement or repair to be at the
cost and expense of County and without any expense or liability to City.

~~14.~~15. County agrees, at its own cost and expense and without any expense or liability to the City, to construct, install, maintain, replace and repair all storage, distribution and transmission facilities to be used for water furnished by City to County pursuant to the terms of this Agreement unless for some reason there is damage caused by the City through excess sand flows or pressure problems which would constitute liability to the City.

~~15.~~16. It is mutually agreed by the parties hereto that until such time as County shall determine that a booster station and controls are needed, the rate of supply from City to County shall be that produced by the pressure in the system of City at the point or points of connection. It is further mutually agreed by the parties hereto that if and when a booster station is constructed, the maximum rate of flow and reverse flow in the event of an emergency as determined by City shall be based upon the pressure at the point of connection as follows:

Location	Pressure Pounds Per Square Inch (psi)	Maximum Gallons Per Minute (GPM)
Delaware Route 1 & Robinson Drive	30 psi and higher	2,000 GPM
	20 psi to 30 psi	750 GPM
	18 psi to 20 psi	No Flow
	Less than 18 psi	750 GPM return flow

~~16.~~17. County agrees to provide a control or controls acceptable to City at the point or points of connection to the water system of City to allow water stored in the elevated storage tank of County to flow back to the water system of City pursuant to pressure conditions stipulated in Paragraph 15 hereof until the amount of water in the said elevated storage tank is reduced to 250,000 gallons at which level the flow back to the City shall cease. City agrees that the metering equipment used for determining the total supply to County shall measure the net amount of water supplied to County and County shall be billed only for such net amount of water so supplied.

~~17.~~18. 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.

~~18.~~19. County agrees not to sell, lease nor give any interest in or right or privilege to utilize any water furnished by City pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located outside the ~~territorial limits~~boundaries of the Dewey Beach Water District as defined herein. County further agrees not to permit any connection to be made to the water supply main or mains except to supply customers within the ~~territorial limits~~boundaries of the Dewey Beach Water District as defined herein without first obtaining a written consent of City.

~~19.~~20. City agrees that all water delivered to County shall be of the same quality, purity, and potability as is furnished by City to its water customers.

~~20.~~21. City agrees that County may discontinue the taking of water from City upon the happening of any one or more of the following events:

- a) The water supplied to the County at the well site does not conform to the then current ~~primary and secondary~~State and Federal ~~drinking water~~standards for drinking water under the Safe Drinking Water Act (SDWA) and following ten (10) days notice in advance by certified mail with return receipt requested.
- b) The water supplied at the metering location or locations is corrosive with pH of less than 6.5 as determined by a competent engineering and testing firm and following ten (10) days written notice in advance by certified mail with return receipt requested.
- c) Unjustified interruption of water supply to County resulting in an inadequate supply of water or the reduction of reserve fire storage in the elevated storage tank to less than twenty-five percent (25%) of capacity and following ten (10) days written notice in advance by certified mail and return receipt requested.

- d) County agrees that any discontinuance of the taking of water pursuant to this paragraph shall continue only until the violation for which notice is given is corrected.

21.22. County agrees that City may discontinue water service to County upon the happening of any one or more of the following events:

- a) The failure of County to pay all or any part of the amounts due for water service as set forth in Paragraph 5 of this Agreement within thirty (30) days after the billing for such water service and following ten (10) days written notice in advance by certified mail with return receipt requested.
- b) The wasting ~~wasting usage~~ of potable water for non potable uses above 25% of the three (3) year peak day demand within the Dewey Beach Water District as determined by City and following ten (10) days notice in advance by certified mail with return receipt requested.
- c) The resale of water in violation of Paragraph ~~48~~19 hereof and following ten (10) days notice in advance by certified mail with return receipt requested.
- d) A break or leak in the distribution or transmission water system of City or a break or leak in the transmission or distribution system of County until such break or leak is repaired or isolated.
- e) The existence of an emergency as determined by City that necessitates the discontinuance of the water supply to County.
- f) Water pressure below ten (10) pounds per square inch.
- g) A violation of any term or condition of this Agreement by County or any user within the Dewey Beach Water District as defined herein and following ten (10) days notice in advance by certified mail with return receipt requested.
- h) City agrees that the discontinuance of water service pursuant to this Paragraph shall continue only until such violation for which notice is given is corrected.

~~22-23.~~ County agrees that City shall not be responsible in damages for any failure to supply water or for interruption of water supply for any of the reasons set forth in Paragraph ~~2422~~(a) through ~~2422~~(f) and County agrees to indemnify, defend and hold City harmless from any and all claims for damages arising out of failure of City to supply water for any of the reasons set forth in Paragraphs ~~2422~~(a) through ~~2422~~(f) of this Agreement, including, but not limited to, any and all claims by a third party water user, including claims for business loss and rental income losses, unless they are the result of gross negligence of the City that directly affect the quality of water provided to the County. Further, County agrees that City shall not be responsible in damages for any failure to supply water or the interruption of water supply for any reason and the sole remedy of County shall be its right to discontinue the purchase of water as provided for in this Agreement, provided that County shall not be required to pay City the water purchase rates specified in Paragraph 5 during any period of failure or interruption of service.

~~23-24.~~ 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.

~~24-25.~~ County and City agrees not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of City the other party being had and obtained.

~~25-26.~~ 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 only be effective if waived in writing and shall not be construed

as a waiver of any subsequent breach of the same or different covenant or condition set forth herein.

27. 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 assigns.

28. 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.

26-29. 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.

17-30. 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.

RATE SCHEDULE

DATES EFFECTIVE	RATE/1000 GALLONS
1/1/ 2011-2016 - 3/31/ 2011 <u>2016</u>	\$ 1.802.10
4/1/ 2011-2016 - 9/30/ 2011 <u>2016</u>	\$ 2.803.10
10/1/ 2011-2016 - 12/31/ 2011 <u>2016</u>	\$ 1.802.10
1/1/ 2012-2017 - 3/31/ 2012 <u>2017</u>	\$ 1.862.16
4/1/ 2012-2017 - 9/30/ 2012 <u>2017</u>	\$ 2.863.16
10/1/ 2012-2017 - 12/31/ 2012 <u>2017</u>	\$ 1.862.16
1/1/ 2013-2018 - 3/31/ 2013 <u>2018</u>	\$ 1.922.22
4/1/ 2013-2018 - 9/30/ 2013 <u>2018</u>	\$ 2.923.22
10/1/ 2013-2018 - 12/31/ 2013 <u>2018</u>	\$ 1.922.22
1/1/ 2014-2019 - 3/31/ 2014 <u>2019</u>	\$ 1.982.28
4/1/ 2014-2019 - 9/30/ 2014 <u>2019</u>	\$ 2.983.28
10/1/ 2014-2019 - 12/31/ 2014 <u>2019</u>	\$ 1.982.28
1/1/ 2015-2020 - 3/31/ 2015 <u>2020</u>	\$ 2.042.34
4/1/ 2015-2020 - 9/30/ 2015 <u>2020</u>	\$ 3.043.34
10/1/ 2015-2020 - 12/31/ 2015 <u>2020</u>	\$ 2.042.34

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

SUSSEX COUNTY

THE CITY OF REHOBOTH BEACH

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
Secretary

Date: _____

Date: _____

Approved As To Form:

County Attorney

BRAD D. WHALEY
DIRECTOR OF COMMUNITY
DEVELOPMENT & HOUSING
(302) 855-7777 T
(302) 854-5397 F
bwhealey@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

MEMORANDUM

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Robert B. Arlett
Todd Lawson, County Administrator

FROM: Brad D. Whaley

RE: **2016 CDBG Application**

DATE: January 28, 2016

During Tuesday's Council meeting, I will be presenting the County's Community Development Block Grant application request for the 2015 CDBG grant year. My department has held Public Hearings at all of the Towns/Cities listed and the projects represent their requests.

For the Rural Communities, I have attended 10 Strong Community meetings throughout the County. These meetings are sponsored by First State Community Action and allow me to hear the concerns of the area residents. Additionally, I have consulted my Advisory Committee for guidance and approval for selecting these targeted rural areas.

Attached is the proposed application request for your review.



CITIZEN PARTICIPATION
CERTIFICATE OF ASSURANCE

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- (1) made available information concerning the amount of funds that may be applied for;
- (2) made known the range of activities that may be undertaken with these funds;
- (3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- (4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies, and others in a timely manner; and
- (5) provided a summary of other important program requirements.

The Sussex County Council has held a public hearing on February 2, 2016 with required notice for all citizens, including low and moderate-income persons, to have an opportunity to present their views and proposals.

The Sussex County Council has by resolution and after one public hearing, endorsed this application.

ATTEST:

SUSSEX COUNTY COUNCIL

Todd F. Lawson
County Administrator

RESOLUTION NO. R

WHEREAS, the Sussex County Council recognizes the importance of fair housing for the citizens of Sussex County; and

WHEREAS, the Sussex County Council supports the goals of the State and Federal fair housing laws;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council heartily encourages all parties involved in the renting, selling or financing of housing in Sussex County to insure that no person shall, on the grounds of race, color, national origin, religion, handicap/disability, creed, sex, marital status, familial status, age, sexual orientation or gender identity be discriminated against or denied a fair and equal opportunity for housing; and

BE IT FURTHER RESOLVED that the Sussex County Council, when acting as Administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with applying for the Community Development Block Grant funding.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION NO. R ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE 2ND DAY OF FEBRUARY 2016.

ROBIN A. GRIFFITH
CLERK OF THE COUNTY COUNCIL

RESOLUTION NO. R --- 16

AUTHORIZATION TO SUBMIT APPLICATIONS

BE IT KNOWN THAT THE SUSSEX COUNTY COUNCIL RESOLVES to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants for the State of Delaware Community Development Block Grant Program; and

WHEREAS, the County Administrator, Todd F. Lawson, is hereby authorized to certify that matching funds in excess of \$164,000.00 will be made available upon the approval by the Delaware State Housing Authority;

BE IT FURTHER RESOLVED by the Sussex County Council that Todd F. Lawson, County Administrator, is hereby authorized to submit the Fiscal Year 2016 Community Development Block Grant applications with all understandings and certifications contained therein to the State of Delaware Housing Authority.

**STATE OF DELAWARE
DELAWARE STATE HOUSING AUTHORITY
DELAWARE CDBG PROGRAM-PROJECT
COST SUMMARY**

**CONTRACT PERIOD FROM: JULY 1, 2016 TO JUNE 30, 2017
SUMMARY OF PROGRAM ACTIVITIES**

PROGRAM ACTIVITIES	PROGRAMS	CDBG PROGRAM FUNDS	LOCAL MATCH	OTHER FUNDS	TOTAL REQUESTED
Blades	(5) Rehab	\$80,000.00			\$80,000.00
Bridgeville	(8) Rehab	\$140,000.00			\$140,000.00
Dagsboro	(5) Rehab	\$80,000.00			\$80,000.00
Ellendale	(5) Rehab	\$80,000.00			\$80,000.00
Greenwood	(5) Rehab	\$80,000.00			\$80,000.00
Georgetown	(6) Rehab	\$105,000.00			\$105,000.00
Laurel	(8) Rehab	\$140,000.00			\$140,000.00
Milford	(6) Rehab	\$105,000.00			\$105,000.00
Milton	(6) Rehab	\$105,000.00			\$105,000.00
Seaford	(8) Rehab	\$140,000.00			\$140,000.00
Selbyville	(6) Rehab	\$105,000.00			\$105,000.00
Scattered Rehab	(25) Rehab	\$350,000.00		\$20,000.00	\$370,000.00
Scattered Demo	(6) Demo	\$60,000.00			\$60,000.00
Scattered Emergency Rehab	(12) Rehab	\$78,000.00			\$78,000.00
Handicapped Associability	(8) Rehab	\$48,000.00			\$48,000.00
Scattered Hookups	(20) Hookups	\$40,000.00			\$40,000.00
Cool Spring	(4) Rehab	\$60,000.00			\$60,000.00
Coverdale	(4) Rehab	\$60,000.00			\$60,000.00
Mt. Joy	(4) Rehab	\$60,000.00			\$60,000.00
Pinetown	(4) Rehab	\$60,000.00			\$60,000.00
Rural Ellendale	(4) Rehab	\$60,000.00			\$60,000.00
West Rehoboth	(4) Rehab	\$60,000.00			\$60,000.00
TOTALS		\$2,096,000.00	\$0.00	\$20,000.00	\$2,116,000.00

TOTAL PROJECTS: 136 Rehabs 6 Demos 20 Hookups

ADMINISTRATION	CDBG PROGRAM	LOCAL MATCH FUNDS	OTHER FUNDS	TOTAL REQUESTED
Salaries	\$154,000.00	\$102,993.00	\$5,000.00	\$261,993.00
Other Employment Costs	\$0.00	\$181,284.00	\$0.00	\$181,284.00
Travel	\$10,000.00	\$0.00	\$0.00	\$10,000.00
TOTAL ADMINISTRATION COSTS	\$164,000.00	\$284,277.00	\$5,000.00	\$453,277.00
TOTAL PROGRAM COSTS	\$2,260,000.00	\$284,277.00	\$25,000.00	\$2,569,277.00

OLD BUSINESS
January 2, 2016

This is to certify that the Sussex County Planning and Zoning Commission conducted public hearings on the below listed applications for Change of Zone and Conditional Use. . At the conclusion of the public hearings, the Commission moved and passed that the applications be forwarded to the Sussex County Council with the recommendations as stated.

Respectfully submitted:

COUNTY PLANNING AND ZONING
COMMISSION OF SUSSEX COUNTY

Lawrence B. Lank
Director of Planning and Zoning

The attached comments relating to the public hearings are findings of the Planning and Zoning Commission based upon a summary of comments read into the record, and comments stated by interested parties during the public hearings.

Change of Zone #1765 – Red Mill Point, LLC

Application of **RED MILL POINT, LLC** to amend the Comprehensive Zoning Map of Sussex County from an AR-1 Agricultural Residential District to a CR-1 Commercial Residential District for a certain parcel of land lying and being in Lewes and Rehoboth Hundred, Sussex County, containing 29,289 square feet, more or less, land lying northeast of Route One (Coastal Highway) across from Red Mill Pond (911 Address: None Available) (Tax Map I.D. 334-1.00-5.00).

The Commission found that the Applicant provided surveys of the property with their application submitted on December 2, 2014, and that they submitted an Exhibit Booklet for consideration on February 27, 2015.

The Commission found that the Applicants provided a survey of the property with the application.

The Commission found that DelDOT provided comments in the form of a Support Facilities Report on November 3, 2014 referencing that a Traffic Impact Study was not required, and that the current Level of Service “E” of Route One will not change as a result of this application.

The Commission found that the Sussex Conservation District provided comments in the form of a memorandum on March 9, 2015 referencing that the site contains one (1) soil type; that the Applicants will be required to follow recommended erosion and sediment control practices

during construction and to maintain vegetation; that no storm flood hazard areas are affected; that on-site and off-site drainage improvements will not be required; and that no tax ditches are affected.

The Commission found that the County Engineering Department Utility Planning Division provided comments in the form of a memorandum on March 12, 2015 referencing that the site is located in the Northern West Rehoboth Expansion Planning Area; that central sewer service is not available to the parcel at this time; that use of an on-site septic system is proposed; that conformity to the North Coastal Planning Study will be required; that the parcel is in a future service area of the West Rehoboth Expansion Area and does not have sewer service available at this time; that the County does not have a schedule to provide sewer service; and that a concept plan is not required.

The Commission found that Hal Dukes, Esquire with Tunnel & Raysor, P.A., was present on behalf of the Applicants and stated that the Applicants are the owners of the adjacent commercial property that is improved with professional offices; that DelDOT has taken 100 foot of the frontage on the adjacent parcel; that they are intending to add this parcel to their adjacent parcel; that the front 100 foot of the adjacent parcel contains the septic system, and that they will be utilizing this site for a new septic system and some possible additional parking; that some of the buildings on this site have already been removed or will be removed shortly; and that the CR-1 Commercial Residential zoning classification has been requested so that the parcels can be combined into one parcel with one zoning classification.

The Commission found that Nancy Beluchi, a nearby resident, was present in support and voiced no objections.

The Commission found that there were no parties present in opposition to this application. At the conclusion of the public hearings, the Commission discussed this application.

On March 12, 2015 there was a motion by Mr. Burton, seconded by Johnson, and carried unanimously to defer action for further consideration. Motion carried 4 – 0.

On March 26, 2015 the Commission discussed this application under Old Business.

Mr. Burton asked for some discussion on this application prior to making a motion, and added that the record may have been inadequate.

Mr. Johnson stated that he has no problem with the application since the applicant intends to combine this property with the adjacent property; since commercial areas adjoin the property; that the concept is acceptable; and that he was also concerned that the presentation could have been more informative.

Mr. Ross stated that combining the parcels makes sense; that he has no objection; and that the applicant may have assumed that since the parcels are being combined that there should be no problem.

Mr. Smith stated that the record could have been stronger and more supportive. On March 26, 2015 there was a motion by Mr. Burton, seconded by Mr. Johnson, and carried unanimously to defer action for further consideration. Motion carried 5 – 0.

On April 9, 2015 the Commission again discussed this application under Old Business.

Mr. Burton stated that he would move that the Commission recommend denial of C/Z #1765 for Red Mill Point, LLC for a change in zone from AR-1 to CR-1 based upon the record made during the public hearing and for the following reasons:

- 1) The applicant did not create an adequate record supporting the need to rezone this property from AR-1 to CR-1.
- 2) One of the main reasons stated by the applicant for the rezoning was the need to relocate a septic system from an adjacent property to this property. The use of the property for a septic system does not require a commercial zoning.
- 3) The applicant stated that there are several other possible future uses for the property that may require a commercial zoning. No definite reason or use was given for the change in zone. The change in zone should not be granted based upon speculative future needs of the property owner.
- 4) The applicant stated that it would like to combine this parcel with its existing property next door which is already zoned commercial. While this is often a consideration of the Commission, it usually happens in situations where the entire tract of land has a regular shape, or where a single existing tract has multiple zonings. Here, the applicant acquired the land separately from its existing property, and the combination of it with the existing property does not create a regular shape that will lead to uniform boundaries of a commercial zoning district. So, combining these parcels does not justify the change in zone.
- 5) The applicant has not explained a clear need for the change in zone to CR-1 in this location, or why the existing AR-1 zoning or a conditional use is not appropriate for the site.
- 6) The site, which is a stand-alone parcel given its shape and 29,289 square foot size, is not adequately sized for CR-1 zoning and the possible uses allowed in that district.

Motion by Mr. Burton, seconded by Mr. Johnson, and carried with 3 votes to 1, with Mr. Ross opposing the motion, to forward this application to the Sussex County Council with a recommendation that the application be denied for the reasons stated. Mr. Wheatley abstaining since he was not present during the public hearing.

C/U #2017 – Eli and Victoria Zacharia

An Ordinance to grant a Conditional Use of land in a MR (Medium Density Residential District) for multi-family dwelling structures to be located on a certain parcel of land lying and being in Lewes and Rehoboth Hundred, Sussex County, containing 22,500 square feet, more or less. The property is located northwest of John J. Williams Highway (Route 24) 365 feet southwest of Spencer Lane, the entrance into Harts Landing Subdivision (911 Address: 20336 John J. Williams Highway, Lewes) Tax Map I.D. 334-18.00-7.00.

Mr. Lank advised the Commission that this application had previously been scheduled for public hearing on June 11, 2015 and that the applicant did not appear; and that the Commission, based on a recent Ordinance, granted permission for the application to be rescheduled since there were health reasons for the lack of the applicants appearance on June 11, 2015.

The Commission found that the applicant provided a survey/site plan with his application for two residential units, and that the survey/site plan depicts the existing improvements on the property. The Commission found that on February 18, 2015 DelDOT provided comments in the form of a Support Facilities Report referencing that the Level of Service “E” of John J. Williams Highway will not change as a result of this proposed application.

The Commission found that on June 9, 2015 the Sussex Conservation District provided comments in the form of a Memorandum referencing that there is one soil type on this property; that the applicant will be required to follow recommended erosion and sediment control practices during any construction and to maintain vegetation after construction; that there are no storm flood hazard areas affected; that no off-site drainage improvements will be required; that it may be possible that on-site drainage improvements will be required; and that no tax ditches are affected.

The Commission found that on June 9, 2015 the County Engineering Department Utility Planning Division provided comments in the form of a Memorandum referencing that the property is located in the Goslee Creek Planning Area; that the parcel has not been provided with a sewer connection point; that the project is not capable of being annexed into a County operated sanitary sewer district at this time; that conformity to the North Coastal Area Planning Study will be required; that when the County provides central sewer service, the on-site system must be abandoned and a direct connection to the central system is mandatory; and that a concept plan is not required.

The Commission found that Eli Zacharia and Sammy Zacharia were present on behalf of this application and stated in their presentation and in response to questions raised by the Commission that they have an attached garage that has been remodeled for extra living space with a kitchen; that Sammy Zacharia or a seasonal employee will reside in the converted garage unit; that separate electrical meters have already been installed.

Mr. Lank advised the Commission that if the use is approved a minimum of four parking spaces will be required, and that the MR Medium Density Residential zoning classification permits Conditional Use applications for multi-family dwelling structures.

The Commission found that there were no parties present in support of or in opposition to this application.

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

On August 13, 2015 there was a motion by Mr. Burton, seconded by Mr. Ross, and carried unanimously to defer action for further consideration. Motion carried 3 – 0. Mr. Smith was absent during the vote.

On September 24, 2015 the Commission discussed this application under Old Business.

Mr. Johnson stated that he was not at the public hearing; that he has reviewed the record; and that he would like to participate in the vote.

Mr. Johnson stated that he would move that the Commission recommend denial of Conditional Use No. 2017 for Eli and Victoria Zacharia for multi-family dwelling structures based on the record made during the public hearing and for the following reasons:

- 1) The site is extremely small for two separate dwellings. There is not sufficient room for the parking required for the two separate dwellings and the buildings are very close to Route 24 which makes vehicular movement on the site and to Route 24 unsafe.
- 2) There are no multi-family dwelling structures in the immediate vicinity of this parcel.
- 3) The Applicant has not made a sufficient record to justify the approval of two dwellings. At one time, the Applicant stated that the second unit would be occupied by the Applicant's family. But, the Applicant also testified that it may be used by the Applicant's employees.
- 4) The Applicant has not made a clear record on how the use will be compatible with the surroundings or how it would not adversely affect neighboring properties or traffic.
- 5) The application does not satisfy the purposes and requirements of a Conditional Use under the Sussex County Zoning Code.
- 6) For all of these reasons, there is not a sufficient reason to recommend approval of this Conditional Use application.

Motion by Mr. Johnson, seconded by Mr. Burton, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be denied for the reasons stated. Motion carried 5 – 0.

Introduced 1/6/15

**Council District 3 - Deaver
Tax Map I.D. No. 334-1.00-5.00
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 29,289 SQUARE FEET, MORE OR LESS.

WHEREAS, on the 17th day of November 2014, a zoning application, denominated Change of Zone No. 1765 was filed on behalf of Red Mill Pointe, LLC; and

WHEREAS, on the _____ day of _____ 2015, 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. 1765 be _____ ; and

WHEREAS, on the _____ day of _____, 2015, 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 COUNTY 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 CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

All that certain tract, piece or parcel of land lying and being situated in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying northeast of Route One (Coastal Highway) across from Red Mill Pond and being more particularly described in Deed Book 4263 Page 60 in the Office of the Recorder of Deeds in and for Sussex County, Delaware, and containing 29,289 square feet, 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.

4
5.39
Ac.S

1.11 Ac

Lands N/F of
MELCHIORRE

Lands N/F of
GREYSTONE MANOR

Lands N/F of
JOZWIAK

Lands N/F of
LEBHERZ

Lands N/F of
TARTAL

Lands N/F of
STEELE

Lands N/F of
RED MILL POINTE

Lands N/F of
CHIARTAS

Lands N/F of

Lands N/F of
BOLOURCHI

Lands N/F of
DELAWARE

50 S

70S

236.92

123.34

5

125.03

236.50

RECREATION AREA

166.22

155.27

155.09

6.07

1.07
Ac.



Change of Zone Application #1765



Legend

- | | | |
|----------------------|----------------------------------|-------------------------------|
| Tax Parcels | Medium Residential - MR | Commercial Residential - CR-1 |
| Roads | General Residential - GR | Marine - M |
| Railroad | High Density Residential | Limited Industrial - LI-1 |
| Municipal Boundaries | Vacation, Retire, Resident - VRP | Light Industrial - LI-2 |
| Agricultural - AR-1 | Neighborhood Business - B-1 | Heavy Industrial - HI-1 |
| Agricultural - AR-2 | General Commercial - C-1 | |

0 25 50 100 150 200 Feet

1 inch = 83 feet

291

CONNECTING ROAD

158S

WILSON LN

COASTAL HWY

COASTAL HWY

61.26

78.87

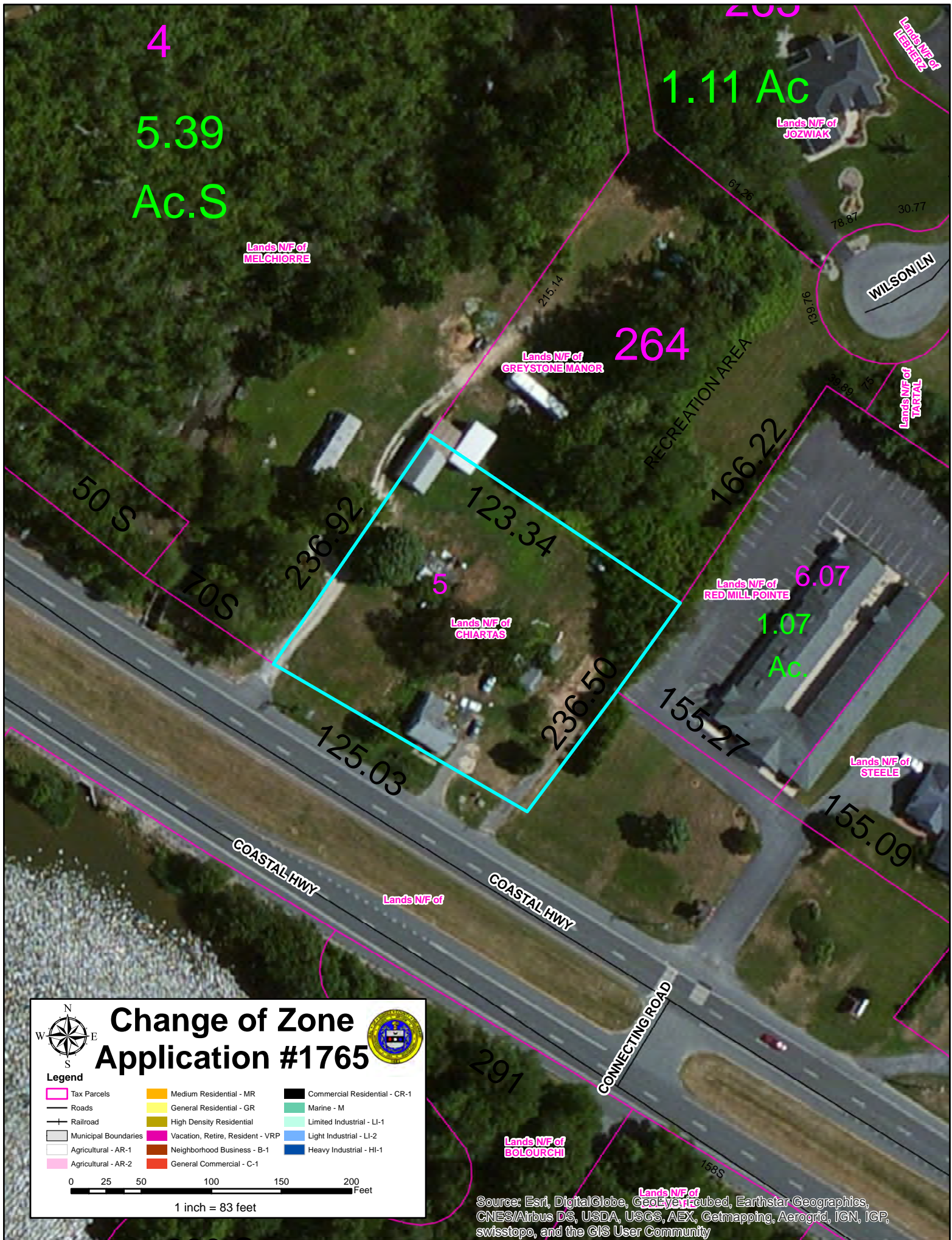
30.77

97.91

39.89

75

215.14



Introduced 05/05/15

**Council District No. 3 – Deaver
Tax Map I.D. 334-18.00-7.00
911 Address – 20336 John J. Williams Highway, Lewes**

ORDINANCE NO. _____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 22,500 SQUARE FEET, MORE OR LESS

WHEREAS, on the 7th day of April 2015, a conditional use application, denominated Conditional Use No. 2017 was filed on behalf of Eli and Victoria Zacharia; and

WHEREAS, on the _____ day of _____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2017 be _____;

WHEREAS, on the _____ day of _____ 2015, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said Conditional Use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the Conditional Use is for the general convenience and welfare of the inhabitants of Sussex County.

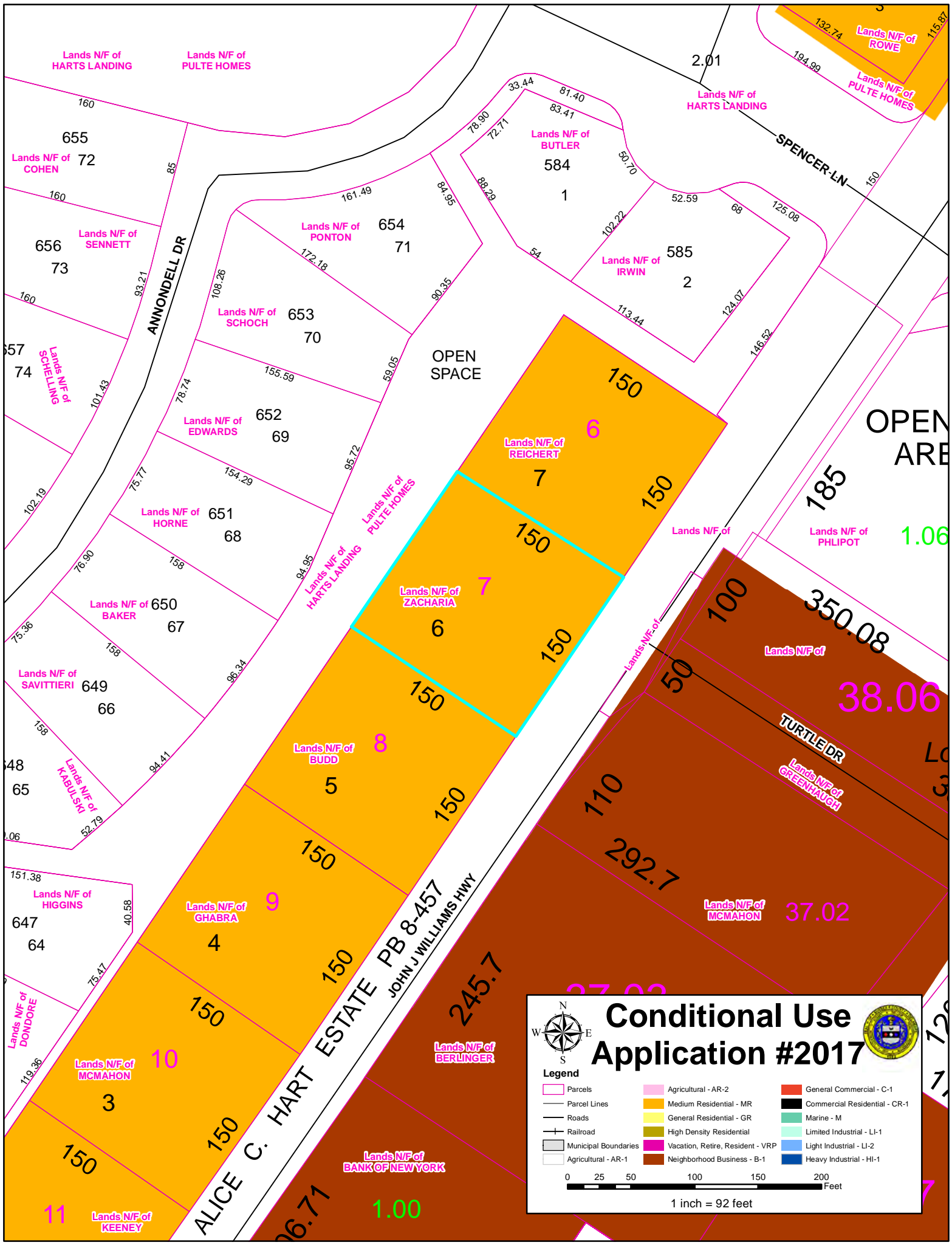
NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:


Section 1. That Chapter 115, Article V, Section 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2017 as it applies to the property hereinafter described.

Section 2. The subject property is described as:

All that certain tract, piece or parcel of land, lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying northwest of John J. Williams Highway (Route 24), 365 feet southwest of Spencer Lane, the entrance into Harts Landing Subdivision and being more particularly described in Deed Book 3075, Page 89, as recorded in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 22,500 square feet, 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.





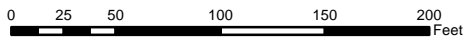
W N E S

Conditional Use Application #2017



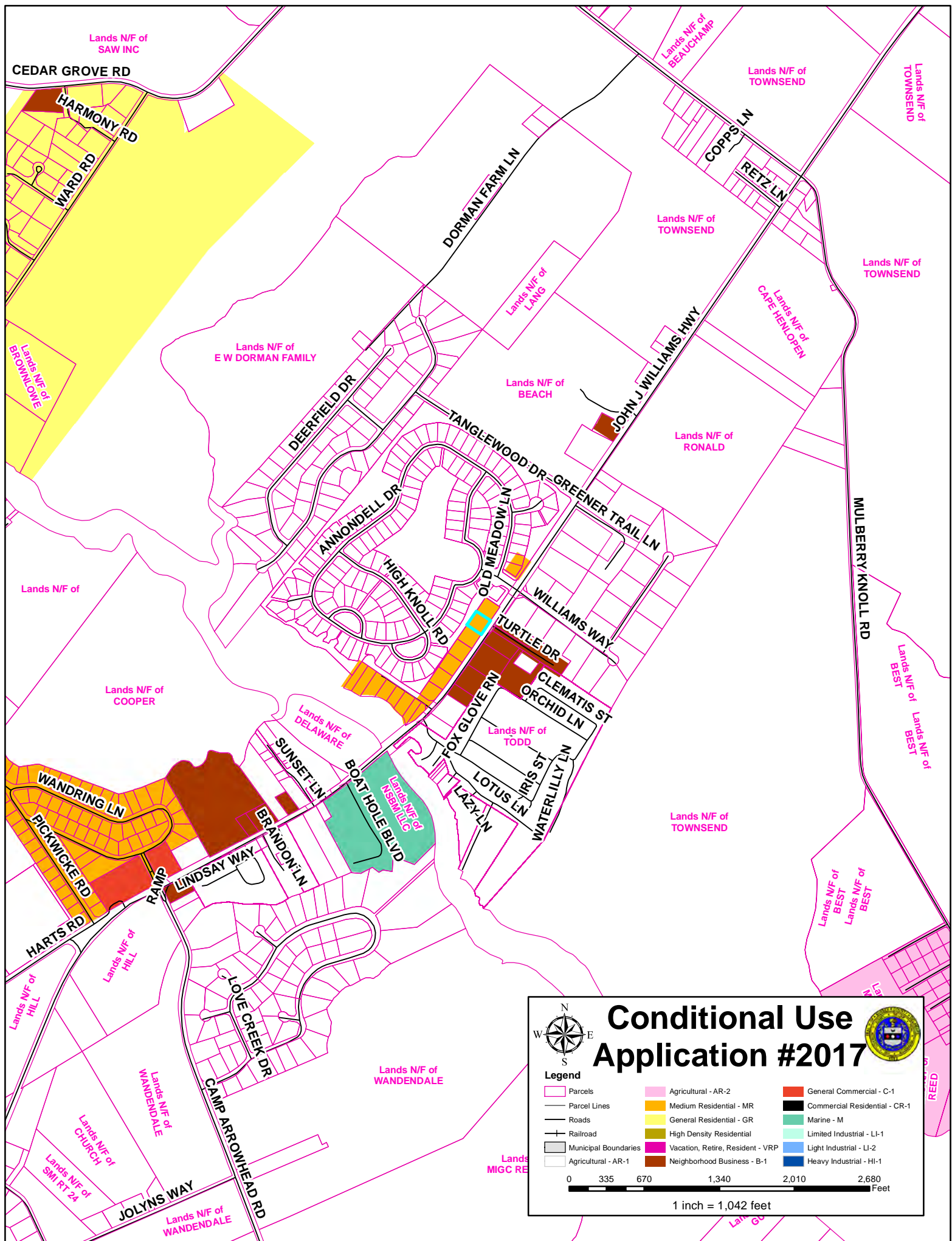
Legend

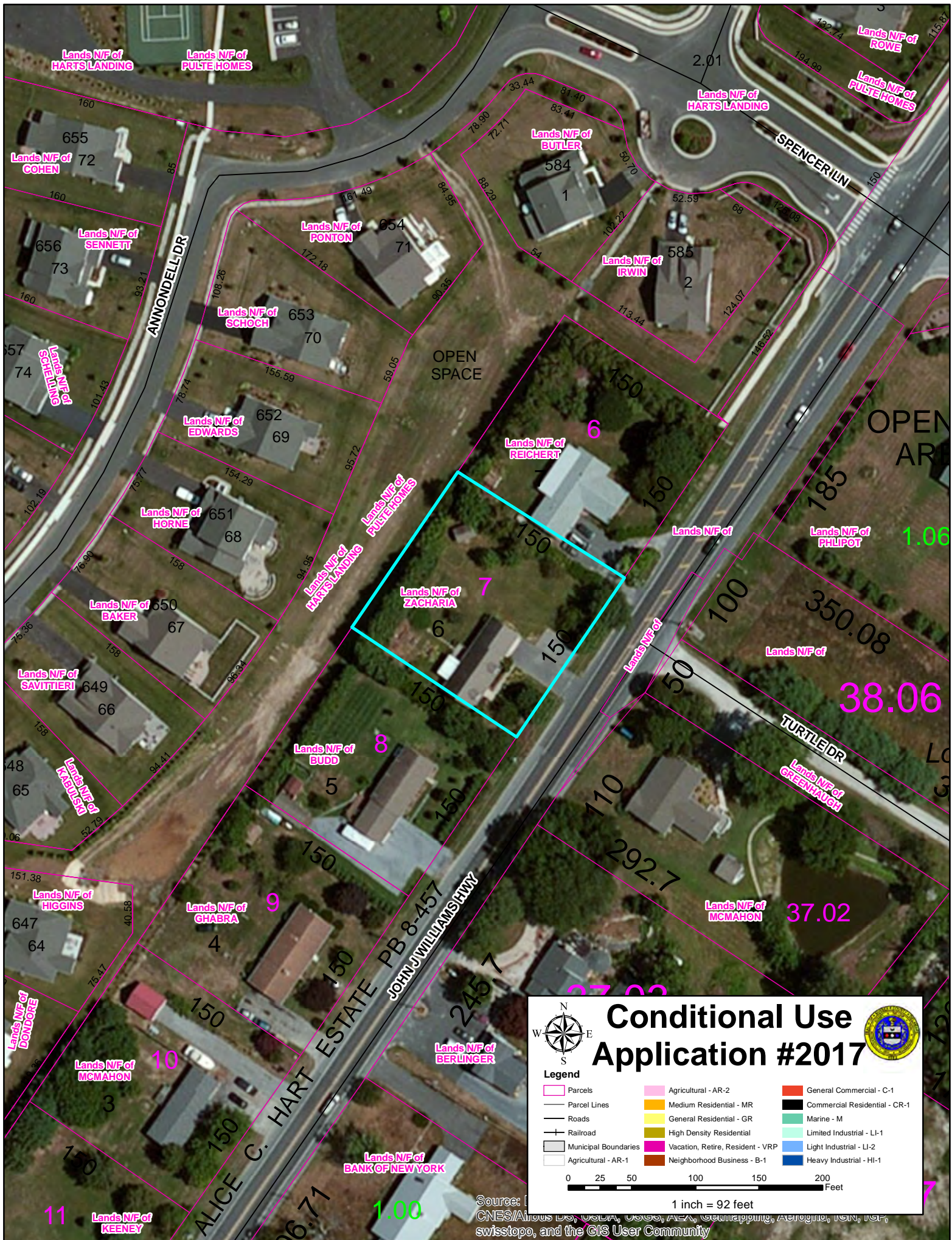
Parcels	Agricultural - AR-2	General Commercial - C-1
Parcel Lines	Medium Residential - MR	Commercial Residential - CR-1
Roads	General Residential - GR	Marine - M
Railroad	High Density Residential	Limited Industrial - LI-1
Municipal Boundaries	Vacation, Retire, Resident - VRP	Light Industrial - LI-2
Agricultural - AR-1	Neighborhood Business - B-1	Heavy Industrial - HI-1



0 25 50 100 150 200 Feet

1 inch = 92 feet







January 14, 2016

Councilwoman Joan Deaver
Sussex County Council
Georgetown, DE 19947

Dear Mrs. Deaver,


We are seeking a grant of \$500 to sustain the Children's Learning Garden in Lewes, DE and to expand our activities for 2016. The garden is sponsored by "Lewes in Bloom", a 501(c)3 non-profit organization. This will be our 4th year since its founding. Each year has been progressively better. Besides the planting and harvesting of vegetables and fruits throughout the growing season, we conducted storytelling, arts and crafts, music, cooking and exercise classes from late spring to early fall. All were well attended. A jam making session had the high attendance of 50 individuals. The lady bug presentation where we released 1500 live lady bugs in the garden and several Farmer McGregor sessions all drew large crowds. Unique this past year was our involvement with the "America in Bloom" judges. Four children were selected to welcome the judges and to give them a tour of the garden. Vegetables, fruits and flowers were picked the day before and the judges were treated to a "farm to table" luncheon at Black Hog Farm. The judges were impressed with the CLG concept, it's design, logo and especially the wealth of wholesome activities offered the children. A dedicated group of volunteers continue to help with the operation of the garden and assist with planned activities. We hope Sussex County Council will approve this grant so we can continue to provide this healthy and valuable service to our children.

Checks to the Children's Learning Garden should be made payable to LEWES IN BLOOM with the Children's Learning Garden noted in the memo area. Our tax ID # is 51-0400365

Sincerely Yours,

Louis Papp

Louis Papp
302-645-0230



Janet Maher
GSCB SU 30
Travel Pathway Coordinator
27359 Covered Bridge Trail
Harbeson, DE 19951
302-258-3327
Janet.maher@edwardjones.com

December 8, 2015

Sussex County Council
PO Box 589
Georgetown, DE 19951

Dear Mr. Vincent, Mr. Wilson, Ms. Deaver, and Mr. Arlett:

My name is Janet Maher and I am a Girl Scout Volunteer in Lewes. For the past 12 years I have led a group of extraordinary young women on their journey from Daisy to Ambassador Girl Scouts. As they get ready to enter their senior year of high school we are embarking on a Journey of a Lifetime in fulfillment of a promise I made in 2004.

In Girl Scouting we tend to start to see our membership numbers decline as the girls reach middle school age, but as I have always told the girls, *that's when the real fun begins*. In an effort to encourage the girls to remain active in Girl Scouting through middle and high school I promised to take them on a trip to Europe to visit our two Girl Scout/Girl Guide World Centers in London and Switzerland when they were seniors in high school. Well that time is almost here.

As you can see from the attached summary the girls have been raising the money to pay for their trip over the last several years. Several of the girls have paid off their trips and most are close to paying off their tour costs. However, those are not the only costs that they will incur. In addition to the tour costs, girls are responsible for getting passports, their daily lunches, snacks and water during the trip, tips that are required for our Tour Director, bus driver and local guides and any other expenses such as purchasing a backpack for travel, electric converters, and such. **We are also trying to raise funds (\$1600) for a bus to take us to and from the Philadelphia Airport.** There are four adult chaperones, three who have a daughter on tour, and one chaperon has two daughters on tour, and they are paying their tour costs out of pocket, all monies raised through fundraising has been allocated to the girls only.

Of the fifteen girls going on tour, eleven of them live and go to school in Sussex County, as do all four chaperones. With that in mind any assistance you could provide via your Grant program would be greatly appreciated.

On behalf of the girls, I thank you for your time and consideration.

Sincerely,



Janet Maher

Introduced 2/02/16

Council District No. 4 - Cole

Tax Map I.D. No. 134-8.00-15.02 and numerous other parcels

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 FOR THE PURPOSE OF CORRECTING THE NUMBER OF UNITS FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 385 ACRES, MORE OR LESS

WHEREAS, on the 1st day of October 2015, a zoning application, denominated Change of Zone No. 1795 was filed on behalf of Bay Forest Club, LLC c/o Natelli Communities, Inc.; and

WHEREAS, on the ____ day of _____ 2016, 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. 1795 be _____; and

WHEREAS, on the ____ day of _____ 2016, 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 Baltimore Hundred, Sussex County, Delaware, and lying east of Road 347 (Whites Neck Road) and north of Road 349 (Old Mill Road) and being more particularly described per the attached legal description prepared by Morris & Ritchie Associates, Inc. and containing 385 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 ORDINANCE