



Sussex County Council Public/Media Packet

**MEETING:
July 19, 2016**

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MICHAEL H. VINCENT, PRESIDENT
SAMUEL R. WILSON JR., VICE PRESIDENT
ROBERT B. ARLETT
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JOAN R. DEAVER



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Sussex County Council

AGENDA

JULY 19, 2016

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Presentation – Beebe Health Care - Jeff Fried, President and CEO, and Richard Schaffner, COO

Consent Agenda

1. Wastewater Agreement No. 918-14
Sussex County Project No. 81-04
Bay Forest Club – Phase 4.3 (Construction Record)
Millville Expansion of the Bethany Beach Sanitary Sewer District
2. Wastewater Agreement No. 918-15
Sussex County Project No. 81-04
Bay Forest Club – Phase 4.4 (Construction Record)
Milville Expansion of the Bethany Beach Sanitary Sewer District
3. Wastewater Agreement No. 918-16
Sussex County Project No. 81-04
Bay Forest Club – Phase 5.1 (Construction Record)
Millville Expansion of the Bethany Beach Sanitary Sewer District
4. Wastewater Agreement No. 990-1
Sussex County Project No. 81-04
Ocean View Beach Club – Phase 2A
Bethany Beach Sanitary Sewer District

Public Comments



Todd Lawson, County Administrator

1. Administrator's Report

10:15 a.m. Public Hearing

Proposed McCabe Expansion of the Sussex County Unified Sanitary Sewer District

10:30 a.m. Public Hearing

Proposed Route 13 Commercial Expansion of the Sussex County Unified Sanitary Sewer District

Lawrence Lank, Director of Planning and Zoning

- 1. Report on Time Extensions**
- 2. Request for Time Extensions**

Jim Hickin, Director of Airport and Industrial Park Operations

- 1. Air Methods Corporation - Lease Extension**
- 2. Justin Tanks, LLC – Lease Agreement**

Hans Medlarz, County Engineer

- 1. West Rehoboth Sanitary Sewer District Irrigation Rigs Replacement - Project 15-18**
 - A. Cancellation of Bid Award**
- 2. Inland Bays Regional Wastewater Facility (IBRWF) – Effluent Disposal & Treatment Expansions - Regional Biosolids and Septage Upgrades**
- 3. Award Recommendation for Appraisal Services**

Grant Requests

- 1. Historic Georgetown Association for fencing around the First Fire House**
- 2. Town of Blades for Police Department's National Night Out**
- 3. Greater Millsboro Chamber of Commerce for event expenses**
- 4. Town of Laurel for the Police Department's K-9 Program**

5. Autism Delaware for summer camp expenses

6. Trap Pond Partners for the Healthy Kids Day event

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session – Job Applicants' Qualifications, Personnel, Pending Litigation, Land Acquisition pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

Conditional Use No. 2051 filed on behalf of Dale Thaxton

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A COMPUTER REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.236 ACRES, MORE OR LESS” (located east of Camp Arrowhead Road (Road 279) southwest of Cypress Drive 125 feet northwest of Maple Lane and being Lot 50, Angola Neck Park Subdivision) (Tax I.D. No. 234-12.14-54.00) (911 Address: 22874 Cypress Drive, Lewes)

Conditional Use No. 2052 filed on behalf of Delaware Electric Cooperative, Inc.

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A PUBLIC UTILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 20.48 ACRES, MORE OR LESS” (located west of Sussex Highway (U.S. Route 13) north of Adam Road (Road 583) and east of Cart Branch Road (Road 583A) (Tax I.D. No. 530-14.00-13.00, 14.00, 16.00 and 18.01) (911 Address: 14198 Sussex Highway, Greenwood)

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on July 12, 2016 at 4:50 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, JUNE 28, 2016

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 28, 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
Robert B. Arlett	Councilman
George B. Cole	Councilman
Joan R. Deaver	Councilwoman
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 320 16
Amend
and
Approve
Agenda**

A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to amend the Agenda by deleting "Executive Session – Land Acquisition pursuant to 29 Del. C. §10004(b)" and "Possible Action on Executive Session Items", and to approve the Agenda, as amended.

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 June 21, 2016 were approved by consent.

**Corre-
spondence**

Mr. Moore read the following correspondence

MICHAEL B. JOHNSON, GEORGETOWN, DELAWARE.

RE: Letter of resignation as Planning and Zoning Commissioner effective September 1, 2016, or upon his replacement, whichever comes first.

Mrs. Deaver read a letter she received from a constituent (Ms. Wekzel) regarding the traffic on Freeman Highway in Lewes.

Mr. Vincent commented on a letter received from Chaney Enterprises complimenting the County on their business friendly environment.

**Public
Comments**

Public Comments

Paul Reiger commented on appointments to the Planning and Zoning Commission.

**Presen-
tation/
Delaware
State
Police**

Captain Rodney M. Layfield, Commander of Troop 4, Delaware State Police, gave an overview of activities in the areas covered by Troops 4, 5, and 7. Captain Layfield also reported on a new program called SPEAR (State Police Enhanced Analytical Response) which allows police to see real time data and implement action according to that data in different crime related areas and which will improve the way police target certain areas and anticipate core crime.

**Appoint-
ments**

Mr. Lawson referenced several Board and Committee appointments for Council's consideration.

**M 321 16
Library
Advisory
Board
Appoint-
ment**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to appoint Mary Schwanky to the Library Advisory Board for a term of three years (District 3 appointment).

Motion Adopted: 5 Yeas.

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

**M 322 16
Board of
Adjustment
Appoint-
ment**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to reappoint Dale Callaway to the Board of Adjustment for a term of three years (District 3 appointment).

Motion Adopted: 5 Yeas.

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

**M 323 16
Board of
Adjustment
Appoint-
ment**

A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to reappoint Brent Workman to the Board of Adjustment for a term of three years (District 2 appointment).

Motion Adopted: 5 Yeas.

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

**M 324 16
P&Z
Commission
Appoint-
ment**

A Motion was made by Mr. Wilson, seconded by Mr. Cole, to reappoint Robert Wheatley to the Planning and Zoning Commission for a term of three years (District 1 appointment).

**M 324 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**

**Legislative
Update**

Mr. Lawson provided the following legislative update:

House Concurrent Resolution 95 - "AN ACT ESTABLISHING A TASK FORCE TO REVIEW THE FINANCIAL MANAGEMENT PROCEDURES OF VOLUNTEER FIRE COMPANIES".

Synopsis: Many of the Delaware Volunteer Fire Companies are for all intents and purposes self-policed as it pertains to the management of their company funds. As highlighted by the recent reports of embezzlement, the current system is vulnerable. This House Concurrent Resolution establishes a task force to examine what procedures are in place today, and to make recommendations for changes and reforms aimed at reducing the risk of embezzlement by persons in charge of these funds.

Mr. Lawson noted that a representative of each of the counties, appointed by the county government, will serve on the task force.

This Bill passed the House and the Senate

**Adminis-
trator's
Report**

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

1. DelDOT 2018-2023 Capital Transportation Program

Sussex County invites the public to offer suggestions for the upcoming 2018-2023 Capital Transportation Program request, which the County Council will submit to the Delaware Department of Transportation in September. Residents and property owners with ideas for improving local roads, pedestrian walkways, public transportation, and other related infrastructure and services can go onto the County's website to submit their suggestions. Please visit www.sussexcountyde.gov and click the 'Transportation Ideas' link on the main page to fill out a suggestion form, as well as to view last year's County request. Submissions will be accepted now through July 22nd. County Administration will review all suggestions, and then compile a draft report for County Council's consideration before submitting it to DelDOT in September.

2. Delaware State Police Activity Reports

Reports for the months of February through May have been provided by the Delaware State Police. Attached is a copy of the report for each month detailing the activity in Sussex County.

**Administrator's
Report
(continued)**

3. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Lewes Crossing (aka Deep Valley Farm) – Phase 5 received Substantial Completion effective June 17th.

4. Independence Day Holiday

Please note, County offices will be closed on Monday, July 4th, for the Independence Day holiday. In addition, Council will not meet on July 5th or July 12th. The next regularly scheduled Council meeting will be held on Tuesday, July 19th.

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

**Banking
RFP
Award
Proposal**

Mrs. Jennings reported that the Finance Department recently issued a Request for Proposals (RFP) for Banking Services due to the fact that the County's agreement with M&T Bank is expiring. The County received two complete proposals: from M&T and WSFS. Both proposals were scored and it is recommended to award the Banking Services RFP to M&T Bank.

**M 325 16
Award
Banking
Services
Contract**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council award the Banking Services Contract to M&T Bank for three years, beginning July 1, 2016, with the option to extend the contract year by year by mutual agreement.

Motion Adopted: 5 Yeas.

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

**Quarterly
Pension
Update
and
Recom-
mendations**

Mrs. Jennings presented a performance summary of the Pension Fund and the OPEB Fund. The Pension Fund has a market value of \$72.6 million; the Fund had a First Quarter gain of \$644,934, a 0.9% quarterly return. The OPEB Fund (the pension benefit fund) has a market value of \$31.5 million; the Fund had a First Quarter gain of \$494,011, a 1.6% quarterly return.

Mrs. Jennings reported on some of the goals that the Pension Committee has put together:

- Increase the Pension Fund's return by looking at the equity allocation of 65% versus 60%. (The OPEB Fund does have 65% equity allocation, which has resulted in larger returns.)
- Bring in a representative from the State's Pension Group to participate and discuss their portfolio strategy; topics of discussion would include their recent underperformance and

**Quarterly
Pension
Update
and
Recom-
mendations
(continued)**

higher fee

- **Due to mid-cap's outperformance of the benchmark, consider purchasing more equities from this category.**

Mrs. Jennings reported that the County's new Actuary, Cheiron, verified that the assumptions that determine liability are in line, reviewed the sustainability of plans, and analyzed pension changes. Mrs. Jennings reviewed the assumptions and changes recommended by Cheiron.

**M 326 16
Approve
Recommendation to
Modify
OPEB
and Pension
Assumptions**

A Motion was made Mrs. Deaver, seconded by Mr. Arlett, based on the recommendation of its actuary, Cheiron, and the Pension Committee, that the Sussex County Council modify the OPEB and Pension assumptions, as presented.

Motion Adopted: 5 Yeas.

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

**Quarterly
Pension
Update
and
Recom-
mendations
(continued)**

Mrs. Jennings reported that Cheiron recommended a pension contribution in the amount \$3,229,000; the County budgeted \$3,562,520, a \$300,000 increase over the recommended amount. The Pension Fund is currently 84 percent funded. Mrs. Jennings reported that Cheiron recommended a contribution in the amount of \$2,075,000 to the OPEB Fund; the County budgeted \$2,183,480, an increase over what is recommended by the actuary. The OPEB (Benefit) Fund is 74% funded.

Mrs. Jennings reported on the sustainability of the Pension Fund and the OPEB Fund.

Mrs. Jennings reported on the Actuary's proposed changes:

- **Change the annual salary calculation from 40 hours to 42 hours for 12-hour employees**
- **Allow up to 30 years of service for the calculation of pension**

Mrs. Jennings reviewed the timeline for the changes proposed: the Personnel Attorney will draft changes to both the personnel and pension ordinances; the draft ordinances will be distributed to the Pension Committee at their meeting on August 18th; and the hearing process will take place through the Personnel Board and the County Council.

**M 327 16
Change
Annual
Salary
Calculation**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council directs the Finance Director to work with the County's Personnel Attorney and Human Resources to change the annual salary calculation from 40 to 42 hours for 12 hour employees and to extend all employees' service cap 5 years, effective January 1, 2017.

**M 327 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**

**Federal
Payment
in Lieu
of Taxes**

Andrea Wall, Accounting Manager, reported that a check in the amount of \$38,898 has been received from the United States Department of the Interior, Fish and Wildlife Service, as a federal payment in lieu of taxes for the Prime Hook National Wildlife Refuge. This check represents payments under the Refuge Revenue Sharing Act covering Fiscal Year 2015. The amount is calculated by the U.S. Fish and Wildlife Service by prorating the total funds available for payment. The check is funded through revenues generated from the Prime Hook National Wildlife Refuge and from a supplemental congressional appropriation. Sussex County may use these funds for any governmental purpose. The amount allocated to the County has been consistent the past six years. The recommendation is to allocate the funds in the same percentage as other County tax collections, as the County has done in the past.

**M 328 16
Approve
Distribution
of the
Refuge
Revenue
Sharing
Fund**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council approves the Accounting Department's recommended distribution of the Refuge Revenue Sharing Fund, as follows: Milford School District - \$7,380.75; Cape School District - \$23,850.71; Sussex Technical School District - \$3,258.21; Sussex County - \$3,945.72; and Sussex County libraries - \$462.62.

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
Plan
Update**

Janelle Cornwell, Planning and Zoning Manager, presented an update on the scheduled work for the new Comprehensive Plan, including data collection, focus group meetings, public meetings, website, and social media, etc. The last Comprehensive Plan was adopted by the Council in 2008; the State requires the Plan to be updated every 10 years; the new Plan needs to be approved by June 2018. Ms. Cornwell reported that there are 12 required chapters; that staff is working on 11 of those chapters; and that the chapter on mobility will be done in coordination with DelDOT. The County has hired McCormick Taylor as its consultant for the 2018 Plan. Councilmembers commented that they want the public to have as much opportunity to provide input as they want and that the Council wants to be aware of the meetings scheduled.

**Commercial
Zoning
Project**

Janelle Cornwell, Planning and Zoning Manager, introduced Kyle Gulbranson of AECOM who presented an overview of the Commercial Zoning Classification Project. A working group has been put together

- Commercial Zoning Project (continued)** consisting of Kyle Gulbranson of AECOM; Janelle Cornwell, Planning and Zoning Manager; Vince Robertson, Assistant County Attorney; Todd Lawson, County Administrator; and Lawrence Lank, Director of Planning and Zoning, to look at the County's commercial zoning districts. This project is a result of a request made by the County Council for a review of the Commercial Zoning District. The project will address the lack of predictability within the commercial zones, too few commercial zone categories, too many permitted uses, and the one size fits all approach to commercial development. Mr. Gulbranson reviewed current commercial zoning categories, possible additional commercial zones, and a proposed institutional zoning. Mr. Gulbranson distributed a draft of proposed new zoning classifications based on existing Sussex County uses. Council commented on a correlation with traffic counts, big box stores, sunsetting, and grandfathering. Mr. Gulbranson reported that the next step for this project is to get stakeholder input as well as input from Council members and Commission members.
- Georgetown Air Services Lease** Jim Hickin, Director of Airport and Industrial Park Operations, presented an Airport lease for the Council's consideration. Lot C-1 at the airport is a vacant lot along the corporate hangar taxilane built in 2005. Georgetown Air Services, LLC is proposing to lease the empty lot and to construct a 10,000 square foot hangar on the lot; the hangar will be built at the expense of Georgetown Air Services. The hangar will be used to store transient aircraft during inclement weather and to attract additional airport-based aircraft. Mr. Hickin reported that, along with a new lease for Lot C-1, Georgetown Air Services has asked that the term of their existing lease for Lots A3-2 and A3-4, and the terminal building office be extended to match the proposed lease. Garret Dernoga of Georgetown Air Services, LLC addressed Council and explained his plans.
- M 329 16 Execute Lease/ Georgetown Air Services (Lots A3-2 and A3-4)** A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, that the Sussex County Council authorizes the Council President to execute a Lease Amendment with Georgetown Air Services, LLC for Lots A3-2 and A3-4 and the terminal building office space, as presented.
- Motion Adopted:** 5 Yeas.
- Vote by Roll Call:** Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Arlett, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea
- M 330 16 Execute Lease/ Georgetown Air Services (Lot C-1)** A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, that the Sussex County Council authorizes the Council President to execute a Lease Agreement with Georgetown Air Services, LLC for Lot C-1 at Delaware Coastal Airport, as presented.
- Motion Adopted:** 5 Yeas.

M 330 16
(continued)

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

Aero-
nautical
Survey/
Task
Order
Agreement/
Delta
Airport
Consultants/
FAA Grant

Jim Hickin, Director of Airport and Industrial Park Operations, presented a Task Order Agreement with Delta Airport Consultants for the conduct of an aeronautical survey. The project will include the conduct of an aerial survey to identify obstructions and determine the significance of penetrations to several approach surfaces around the airport and will include the development of a mitigation plan. It will also provide analysis of the data and propose a prioritized Obstacle Action Plan, a FAA requirement. Mr. Hickin advised that the County must not only formally accept the money, but the obligations that come with it. These obligations are found in the Master Agreement with the FAA and others included in the grant documents. Mr. Hickin reported that the cost of the aeronautical study is \$248,110.00.

M 331 16
Approve
Task Order
for
Aero-
nautical
Study/
Delta
Airport
Consultants

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves Task Order #4 to the Engineering Agreement between Sussex County and Delta Airport Consultants, Inc. to provide professional services for Sussex County Project 16-19, *Conduct Aeronautical Study for Obstruction Mitigation*, which increases the original contract amount by no more than \$248,110.00 pending receipt of a Federal grant.

Motion Adopted: 5 Yeas.

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

M 332 16
Accept
FAA Grant
for Aero-
nautical
Study

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, that the Sussex County Council accepts the Federal Aviation Administration's grant offer of \$225,549.00 as the United States' share of 90 percent of the allowable costs incurred in accomplishing the project, *Conduct Aeronautical Survey for RNAV Approach*.

Motion Adopted: 5 Yeas.

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

Airport
Advisory
Committee
Bylaws

Jim Hickin, Director of Airport and Industrial Airpark Operations, presented an update to the Bylaws of the Airport Advisory Committee; the proposed update, which reflects the new name of the airport and makes other minor changes, was approved by the Committee at their March 23, 2016 meeting.

**M 333 16
Amend
Airport
Advisory
Committee
Bylaws**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based on the recommendation of the Sussex County Airport Advisory Committee, that the Sussex County Council amends the Bylaws of the Sussex County Airport Advisory Committee, as presented.

Motion Adopted: 5 Yeas.

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

**Goslee
Creek
Pump
Station
Project**

Hans Medlarz, County Engineer, presented Change Order No. 1 to Project No. 15-09, Goslee Creek Regional Pump Station, Force Main and Gravity Sewers.

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department and its Consultant, Whitman, Requardt & Associates, LLP that Change Order No. 1 to Sussex County Contract No. 15-09, Goslee Creek Regional Pump Station, Force Main and Gravity Sewers, with Pact One, LLC, which decreases the current contract by \$70,000.00 for a new contract total of \$4,094,825.00.

Motion Adopted: 5 Yeas.

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

**Pump
Station
No. 34
Modifi-
cations
Project**

Joe Wright, Assistant County Engineer, presented a Balancing Change Order and request to grant Substantial Completion for Project No. 16-04, Pump Station No. 34 Modifications. Mr. Wright stated that this is for a project close-out with Kuhn Construction; the project had 75 calendar days for duration of completion; the project was completed approximately a week early, on May 6, 2016; and the project finished approximately \$12,000 under budget.

**M 335 16
Approve
Change
Order and
Grant
Substantial
Completion/
Pump
Station
No. 34
Project**

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department, that the Balancing Change Order for Contract No. 16-04, Pump Station No. 34 Modifications, be approved, which decreases the contract amount by \$11,966.66 for a new total of \$422,865.84, and that Substantial Completion be granted effective May 6, 2016, and any held retainage be released in accordance with the contract documents.

Motion Adopted: 5 Yeas.

**M 335 16
(continued)**

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

**Old
Business/
Proposed
Ordinance
Relating
to Signs**

Under Old Business, the Council discussed the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115 (“ZONING”), ARTICLE XXI (“SIGNS”)”.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on May 12, 2016, at which time action was deferred. On May 26, 2016, the Commission recommended adoption of the Proposed Ordinance with certain modifications (aka the Planning and Zoning Commission’s Recommended Version).

The County Council held a Public Hearing on the Proposed Ordinance on May 24, 2016 at which time action was deferred.

The Council discussed a Comparison Report on the Proposed Ordinance on June 14th. In reviewing the document, on some issues the Council provided a decision/direction by consensus and on some issues a decision was deferred.

The Council discussed a Question Chart on June 21st. In reviewing the document, on some issues the Council provided a decision/direction by consensus and on some issues, a decision was deferred. On June 21st, Items 1 through 9 were considered after which further discussion and consideration were deferred until the June 28th meeting.

On this date the Council continued to consider the issues listed in the Question Chart.

Jamie Sharp, Assistant County Attorney; Vincent Robertson, Assistant County Attorney; Kyle Gulbranson of AECOM and a member of the Sign Ordinance Working Group; and Lawrence Lank, Director of Planning and Zoning, were in attendance to review the Question Chart. The Council reviewed and considered the items on the chart. In reviewing the document, on some issues the Council provided a decision/direction by consensus and on some issues a decision was deferred.

Mr. Vincent suggested that the Council schedule a special meeting to discuss the Proposed Sign Ordinance and it was decided that a date for a special meeting would be established for the month of July.

**Grant
Requests**

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

**M 336 16
Council-
manic
Grant**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$500.00 (\$100.00 from each Councilmanic Grant Account) to La Esperanza for festival expenses.

**M 336 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**

**M 337 16
Countywide
Youth
Grant**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$1,000.00 from Countywide Youth Grants to Delaware Technical & Community College for Kids on Campus scholarships.

Motion Adopted: 5 Yeas.

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

**M 338 16
Council-
manic
Grant**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to give \$2,112.00 from Mr. Vincent's Councilmanic Grant Account to Young Life for Nanticoke Young Life's Summer Camp Mentoring Program.

Motion Adopted: 5 Yeas.

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

**M 339 16
Council-
manic
Grant**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$2,000.00 from Mr. Vincent's Councilmanic Grant Account to Pop Warner Little Scholars for Woodbridge Pride Cheerleading.

Motion Adopted: 5 Yeas.

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

**M 340 16
Council-
manic
Grant**

A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to give \$3,000.00 (\$1,500.00 each from Mr. Wilson's and Mrs. Deaver's Councilmanic Grant Accounts) to the Ladies Auxiliary of the Carlisle Fire Company for operational expenses.

Motion Adopted: 5 Yeas.

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

M 341 16 Councilmanic Grant **A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to give \$12,000.00 (\$7,500.00 from Mr. Wilson's Councilmanic Grant Account, \$2,500.00 from Mr. Cole's Councilmanic Grant Account, and \$2,000.00 from Mrs. Deaver's Councilmanic Grant Account) to the Georgetown Historical Society for operational expenses.**

Motion Adopted: 5 Yeas.

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

M 342 16 Recess **At 1:04 p.m., a Motion was made by Mrs. Deaver, seconded by Mr. Cole, to recess until 1:30 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**

M 343 16 Reconvene **A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to reconvene at 1:56 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**

Rules **Mr. Moore read the Rules of Procedure for Public Hearings.**

**Public Hearing/
CZ 1800** **A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 123.75 ACRES, MORE OR LESS" (Change of Zone No. 1800) filed on behalf of Sussex Real Estate Partners, LLC. (Tax Map I.D. No. 334-12.00-17.00, 18.00, 19.00 and 20.00) (911 Address: None Available).**

The Planning and Zoning Commission held a Public Hearing on this application on April 28, 2016 at which time action was deferred for receipt of DelDOT's comments on the Traffic Impact Study and for further consideration.

**Public
Hearing/
CZ 1800
(continued)**

(See the minutes of the meeting of the Planning and Zoning Commission dated April 28, 2016.)

Lawrence Lank, Director of Planning and Zoning, presented a summary of the Commission's Public Hearing.

Mr. Lank reported that on June 23, 2016, Traffic Impact Study comments were received from DelDOT and Mr. Lank summarized those comments. DelDOT's comments will be submitted to the Planning and Zoning Commission.

Mr. Lank referenced the staff analysis for Change of Zone No. 1800 which was included in Council packets.

Mr. Lank reported that 31 letters and/or emails were received regarding the application prior to the Commission's Public Hearing. Mr. Lank noted that, following the Commission's Public Hearing, the County Council received emails from Jerry LaForgia, Joanne Friend, Bruce Clayton, and Neil Trugman; the correspondence was made a part of the record.

Mr. Lank distributed an Exhibit Book and revised development plans, which were submitted by the Applicant. Mr. Lank reported that, in regard to the revised plot, the Applicant did a revision to the plot reviewed by the Commission reducing the number of lots from 378 to 333 and made some other minor changes; the reduction was created for the purpose of creating larger lots along the Briarwood Estates subdivision.

James Fuqua, Attorney, presented the application with Frank Kea and Jason Palkewicz of Solutions IPEM, LLC and Edward Launay of Environmental Resources, Inc. They presented information on the Belle Terre project, a proposed Medium Density Residential Planned Community located west of the Route 1 and Route 24 intersection; the original application was composed of 200 single-family detached homes and 178 (duplex) townhomes for a total of 378 homes; the revised application is for 157 single-family homes and 176 (duplex) townhomes for a total of 333 homes, a reduction of 45 units compared to the original plan. Mr. Fuqua commented on the modifications made as a result of the comments at the Public Hearing before the Planning and Zoning Commission, including the removal of the small isolated section of lots that would have required a wetlands crossing; this area will remain as natural open space. The subject property is comprised of cleared farmland and woodland; the Hetty Fisher Glade is located along the northern and western boundaries of the property; and there is a home located on the property which is the residence of Mr. Dorman.

Mr. Fuqua presented an overview of the development and reported on: modifications to the plan; entrance plans; the surrounding area including other developments and uses, including the new school and new State Police headquarters; amenities; open space; nature trail; a pedestrian access-way

**Public
Hearing/
CZ 1800
(continued)**

from the development to the new elementary school for children living in the community; streets, sidewalks and streetlights; utilities; stormwater management; wetlands; buffers; considerations for development in the subdivision ordinance; environmental assessment; public facilities evaluation report; and the Applicant's response to PLUS comments. Mr. Fuqua stated that the development was planned and designed in accordance with the considerations appropriate for development in the Environmentally Sensitive Developing Area. Mr. Fuqua reported that the Applicant retained The Traffic Group, a traffic engineering firm, to coordinate the application with DelDOT. DelDOT determined that a Traffic Impact Study would be required for this application. Mr. Fuqua reported on the results of the TIS. DelDOT issued its approval letter with recommendations on June 23, 2016; Mr. Fuqua reviewed the required improvements. DelDOT's letter is made a part of the record.

Frank Kea and Jason Palkewicz presented information on the site plan; the phasing of the project; location of the homes; preservation of the trees; buffers along non-tidal wetlands and the glade; wetlands; amenity areas; pedestrian access to the school; entrance to the proposed development; the new police troop and the new school; sidewalks and streetlighting; width of the lots; trails; interconnection of the two sections of the development; and sewer infrastructure and sewer service.

Ed Launay explained his site evaluation/assessment of the property and the design considerations for planning the development to provide protection for natural features and to insure no adverse impact. Mr. Launay addressed environmental considerations and protections incorporated into the site design. Mr. Launay reported that a request for written jurisdiction determination was submitted to the Army Corp of Engineers last September and that notice of approval is expected soon. Mr. Launay addressed wetlands, soils, wildlife concerns, buffer and buffer protection, overall suitability of the site to support a subdivision of the proposed density, water table, soil survey, stormwater management, and wetlands impact. Mr. Launay submitted for the record the following exhibits: USDA NRCS Soil Survey Mapping and *The State of Your Creek – Love Creek on Rehoboth Bay* by Delaware Center for the Inland Bays.

Mr. Fuqua reported on the application's compliance with the applicable land use regulations and submitted proposed Findings and Conditions for the Council's consideration.

Public comments were heard.

There were no public comments in support of the application.

The following spoke in opposition to the application: Nancy Feichtl, Greg Kordel, William Zak, Vince Kane, Buzz Klopp, Kit Zak, Dale Kehrer, James Schneider, Steve Britz, and Ron Lapera. They expressed concerns about transportation, and traffic and safety stress, including school busing;

**Public
Hearing/
CZ 1800
(continued)**

incremental growth in the area over the years; long term consequences of development; no new roads and no grid systems; nutrient overload; environmental protection; delays in public safety response times; nutrient run-off into creeks and bays; demands on infrastructure; adequate public facilities; protection from rogue developers; emergency evacuations; only one way in and one way out; flooding; contamination of ground water; over-development and up-zonings; bacteria and nitrogen in Hetty Fisher Glade; needed riparian buffers along waterways; reduction of forest; water table; managing stormwater; topography of the land; and DelDOT's TID process. Comments were made about the scope and density on an environmentally sensitive area; the application's inconsistency with the Comprehensive Plan; the incompatibility of the proposed project with the area; and the negative impact on the quality of life of area residents. Mr. Cordell presented comments on behalf of Bill McDowell, The Retreats HOA President (Mr. McDowell's testimony was on his own behalf and not testimony on behalf of the HOA). Ms. Zak presented information contained in ten different letters from people that could not be in attendance. Ms. Zak also referenced articles in the Cape Gazette and Beach Life. The letters and articles submitted were made a part of the record.

There were no additional public comments and the Public Hearing was closed.

Councilmembers discussed leaving the record open for additional information.

**M 344 16
Defer
Action on
CZ 1800**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to defer action on Change of Zone No. 1800 filed on behalf of Sussex Real Estate Partners, LLC and to leave the record open for the following: a response from the Cape Henlopen School District (regarding the potential walking path for children); a response from the Delaware State Police (regarding the adjacent road and its tie-in between the community and the new Troop 7); a copy of the soil study (Jim Fuqua, Attorney, to submit); and a layout of the project with AR zoning (Jim Fuqua, Attorney, to submit); the record will remain open for thirty days for submission of the 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 345 16
Adjourn**

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, to adjourn at 5:40 p.m.

Motion Adopted: 5 Yeas.

**M 345 16
(continued)**

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.}

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JULY 11, 2016

A Special Meeting of the Sussex County Council was held on Monday, July 11, 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
Robert B. Arlett	Councilman
George B. Cole	Councilman
Joan R. Deaver	Councilwoman
Todd F. Lawson	County Administrator

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 346 16
Approve
Agenda**

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

Motion Adopted: 4 Yeas, 1 Absent.

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

(Mr. Cole joined the meeting during the Old Business discussion.)

**Old
Business/
Proposed
Sign
Ordinance**

Old Business

The purpose of the Special Meeting was to discuss the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115 (“ZONING”), ARTICLE XXI (“SIGNS”).

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on May 12, 2016, at which time action was deferred. On May 26, 2016, the Commission recommended adoption of the Proposed Ordinance with certain modifications (aka the Planning and Zoning Commission’s Recommended Version).

The County Council held a Public Hearing on the Proposed Ordinance on May 24, 2016 at which time action was deferred.

The Council discussed the Proposed Ordinance on June 14, June 21, and June 28; on those dates, a Comparison Report and a Question Chart were discussed. In reviewing the documents, on some issues the Council

**Old
Business/
Proposed
Sign
Ordinance
(continued)**

provided a decision/direction by consensus and on some issues a decision was deferred.

On this date the Council continued to review and consider the issues listed in the Question Chart.

Jamie Sharp, Assistant County Attorney; Vincent Robertson, Assistant County Attorney; Kyle Gulbranson of AECOM and a member of the Sign Ordinance Working Group; and Lawrence Lank, Director of Planning and Zoning, were in attendance to review the Question Chart with Council.

M 347 16
Recess

At 12:19 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Wilson, to recess.

Motion Adopted: 5 Yeas.

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

M 348 16
Reconvене

At 12:57 p.m., a Motion was made by Mr. Arlett, seconded by Mrs. Deaver, to reconvene.

Motion Adopted: 5 Yeas.

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

**Old
Business/
Proposed
Sign
Ordinance
(continued)**

The Council continued its review and consideration of the items on the Question Chart. In reviewing the documents, on some issues the Council provided a decision/direction by consensus and on some issues a decision was deferred.

Mr. Sharp advised that the next step in the process is to put the information obtained together for the purpose of drafting a document amending the Introduced Ordinance for review and consideration.

M 349 16
Adjourn

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to adjourn at 2:07 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.}

DRAFT

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 29, 2016

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
BAY FOREST CLUB - PHASE 4.3 (CONSTRUCTION RECORD)
AGREEMENT NO. 918 - 14

DEVELOPER:

Mr. Bob Laggier
Bay Forest, LLC
506 Main Street
3rd Floor
Gaithersburg,, MD 20878

LOCATION:

East side of Whites Neck Road and North of Old
Mill Road.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

24 units in this phase

SYSTEM CONNECTION CHARGES:

\$138,600.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/23/16

Department Of Natural Resources Plan Approval
03/17/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 40
Construction Admin And Construction Inspection Cost – \$22,937.02
Proposed Construction Cost – \$152,913.49



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

ENGINEERING DEPARTMENT

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



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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 29, 2016

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
BAY FOREST CLUB - PHASE 4.4 (CONSTRUCTION RECORD)
AGREEMENT NO. 918 - 15

DEVELOPER:

Mr. Bob Laggier
Bay Forest, LLC
506 Main Street
3rd Floor
Gaithersburg,, MD 20878

LOCATION:

East side of Whites Neck Road and North of Old
Mill Road.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

58 units in this phase

SYSTEM CONNECTION CHARGES:

\$334,950.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/23/16

Department Of Natural Resources Plan Approval
03/17/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 55
Construction Admin And Construction Inspection Cost – \$29,577.69
Proposed Construction Cost – \$197,184.62



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

ENGINEERING DEPARTMENT

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



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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 29, 2016

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
BAY FOREST CLUB - PHASE 5.1 (CONSTRUCTION RECORD)
AGREEMENT NO. 918 - 16

DEVELOPER:

Mr. Bob Laggier
Bay Forest, LLC
506 Main Street
3rd Floor
Gaithersburg,, MD 20878

LOCATION:

East side of Whites Neck Road and North of Old
Mill Road.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

57 units in this phase

SYSTEM CONNECTION CHARGES:

\$329,175.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/23/16

Department Of Natural Resources Plan Approval
03/17/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 40
Construction Admin And Construction Inspection Cost – \$32,998.26
Proposed Construction Cost – \$219,988.41



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

ENGINEERING DEPARTMENT

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



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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 27, 2016

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
OCEAN VIEW BEACH CLUB - PHASE 2A
AGREEMENT NO. 990 - 1

DEVELOPER:

Mr. Colby Cox
Windansea, LLC
172 Center St., Suite 204
P.O.Box 1686
Jackson Hole, WY 83001

LOCATION:

North side of Muddy Neck Road East of Beaver
Dam Road

SANITARY SEWER DISTRICT:

Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

4 Single family lots and 31 Townhouses

SYSTEM CONNECTION CHARGES:

\$202,125.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/19/13

Department Of Natural Resources Plan Approval
07/29/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 45

Construction Admin And Construction Inspection Cost – \$13,873.69

Proposed Construction Cost – \$92,491.25



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

ENGINEERING DEPARTMENT

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



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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

July 12, 2016

FACT SHEET

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT

McCABE, ANNEXATION

PARCEL 233-7.00-29.00

OWNER:

Dennis R. McCabe
516 Gabriel Circle #7
Naples Florida 34104

LOCATION:

West of Intersection of Piney Neck Road and Wild Goose Way
Dagsboro, DE 19939

SANITARY SEWER DISTRICT:

Dagsboro/Frankford Sanitary Sewer District

TYPE AND SIZE OF DEVELOPMENT:

Vacant lot (1.4 acres)- Proposal Unknown

SYSTEM CONNECTION CHARGES:

\$6,800.00

PROJECT DESCRIPTION:

This project proposes annexation of this vacant 1.4-acre property to the district at this time. Owner will be required to comply with all applicable zoning and engineering requirements at the time a use is selected for the parcel.

The developer/owner will be responsible for payment of all applicable fees to include system connection charge, annual service and front footage assessments per EDU based on rates established for July 1, 2015 through June 30, 2016. In addition, they will be responsible for making the connection to the existing main and extension of a lateral to the parcel. The proposed connection will be inspected by Sussex County Staff.



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

**SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
MCCABE, ANNEXATION
PARCEL 233-7.00-29.00**

- On June 7, 2016, I appeared before you to request permission to prepare and post notices for the expansion of the Sussex county unified sanitary sewer district to include (1) parcel.
- A letter was received from the owner of the property requesting that a single parcel (Tax Map & Parcel 233-7.00-29.00) along Piney Neck Road adjacent to the Marina at Peppers Creek Subdivision be considered for annexation into the unified district.
- The parcel is 1.4 Acres in size is currently vacant with proposed use not know at this time.
- The owner will be responsible for payment of system connection charge, annual service and front footage assessments per EDU based on established Rates from July 1, 2015 till June 30, 2016 at the time a use is determined.
- The parcel and the surrounding areas were posted with 8 notices according to state law for the Public Hearing. To date we have received no comments in support or in opposition of the expansion.
- **Any questions?**
- Mr. Moore has the Resolution if you would like him to read the short title.

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) TO INCLUDE PARCEL 233-7.00-29.00 OWNED BY MR. DENNIS R. McCABE, SUSSEX COUNTY, DELAWARE.

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

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County, the inclusion of this property located in UCUSSD aka Dagsboro/Frankford Sanitary Sewer District (DFSSD) will be beneficial; and

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

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

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

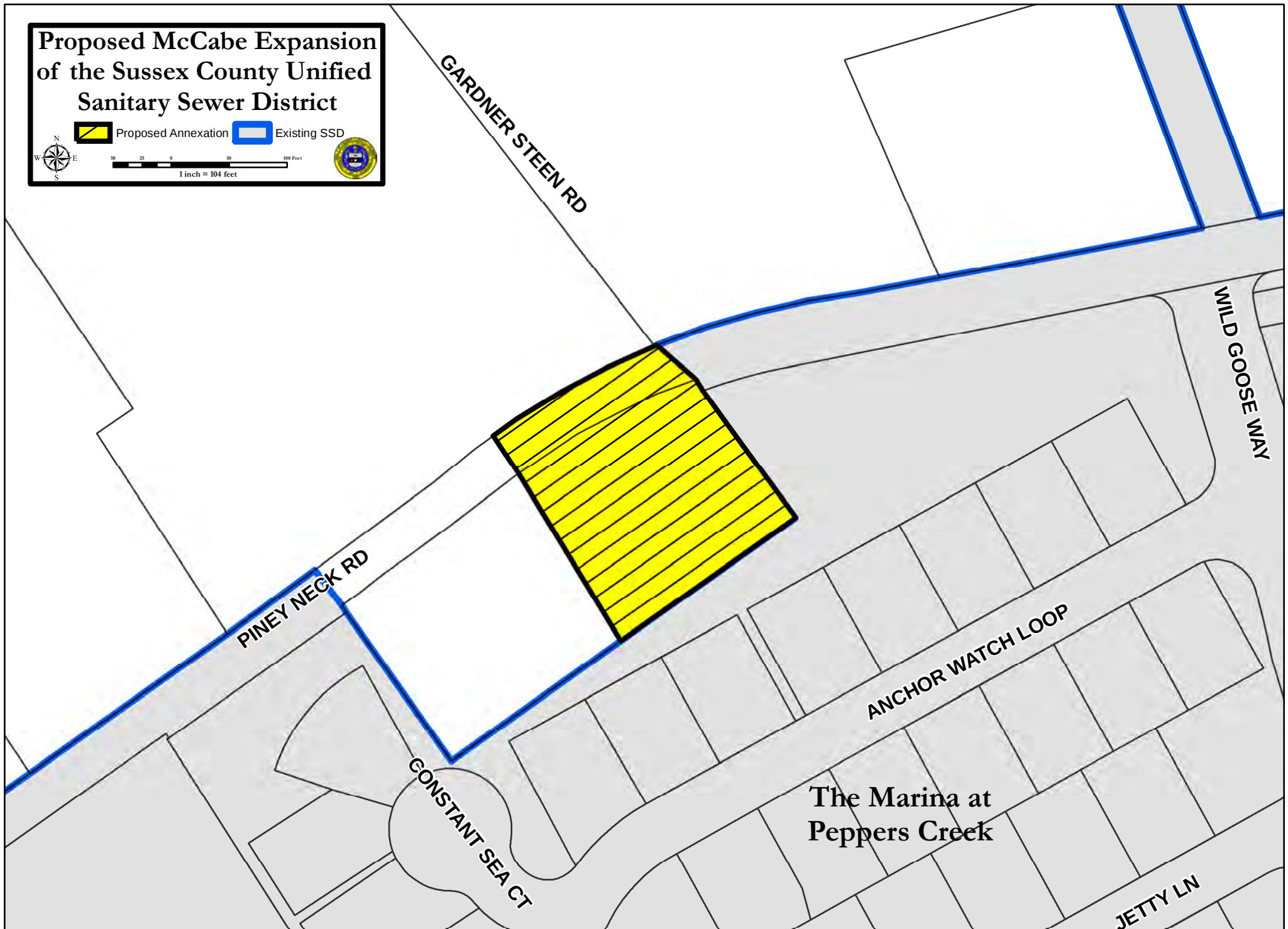
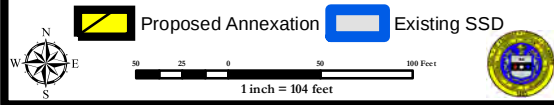
NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the Sussex County Unified Sanitary Sewer District to include parcel 233-7.00-29.00 owned by Mr. Dennis r. McCabe, as follows:

BEGINNING at a point, situate on the southerly right of way (ROW) of Piney Neck road, said point being approximately 475 feet northwest of the intersection of Piney Neck Road and Wild Goose Way and on a point along the existing boundary of the SCUSSD (aka DFSSD) and the northeastern most corner of lands now or formerly of (N/F) Dennis R. McCabe Property ;thence following said SCUSSD boundary the following directions and distances; southeasterly 178± feet, southwesterly 206± feet to a point, said point being a point located on the northern boundary of lands N/F of The Marina at Peppers Creek; thence continuing in a northwesterly direction 167± feet to a point, said point being the northwesterly corner of said lands of Dennis R. McCabe Property; thence continuing in a northeasterly direction 188± feet to a point, said point being that of the **BEGINNING.**

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

Proposed McCabe Expansion of the Sussex County Unified Sanitary Sewer District



A public hearing to discuss the proposed boundary is scheduled July 19, 2016 at 10 AM, in Sussex County Council Chambersl. 2 The Circle, Georgetown, DE 19947.
For more information please visit: <https://www.sussexcountyde.gov/legal-notices/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) TO INCLUDE PARCELS SITUATED ON THE EAST AND WEST SIDE OF STATE ROUTE 13, SUSSEX HWY, AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, DELAWARE

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

WHEREAS, in the best interests of the present district, and to enhance the general health and welfare of that portion of Sussex County in the area of Sussex Hwy and Concord Road, the inclusion of these properties will be beneficial; and

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

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

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

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the Sussex County Unified Sanitary Sewer District to encompass the lands mentioned above situated on the east and west side of RT 13 (Sussex Hwy), as follows:

BEGINNING at a point, situate on the southerly right of way (ROW) of County Road 20 (Concord Rd), said point being the intersection of southerly ROW of Concord Rd and the westerly

ROW of US Route 13 (Sussex Hwy), thence following said ROW of Concord Rd in a northeasterly direction 295± feet crossing Sussex Hwy to a point, said point being intersection of southerly ROW of Concord Rd and the easterly ROW of Sussex Hwy; thence following said ROW of Concord Rd in a northeasterly direction 430± feet to a point, said point being the northeasternmost corner of lands now or formerly (N/F) of Colonial East, LP; thence following said lands of Colonial East in a southerly direction 135± feet to a point, said point being the located on the boundary line of other lands N/F of Colonial East; thence following said lands of Colonial East the following directions and distances: northeasterly 156± feet, southeasterly 271± feet, northeasterly 610± feet, southeasterly 1015± feet, southwesterly 1930± feet to a point, said point being located on the northerly ROW of County Road 481 (Brickyard Rd); thence crossing Brickyard Rd diagonally in a southerly direction 60± feet to a point, said point being the northeasternmost corner of lands N/F of Mobile Gardens, LLC; thence following said lands of Mobile Gardens in a southwesterly direction 650± feet to a point, said point being the northeasternmost corner of lands N/F of Jack & Angela Mullins; thence following said lands of Mullins the following directions and distances southwesterly 265± feet, westerly 102± feet to a point, said point being located on the easterly ROW of Sussex Hwy; thence crossing Sussex Hwy in a westerly direction 170± feet, to a point said point being a point on the boundary of lands N/F of RO/AX, LLC and a point on the westerly ROW of Sussex Hwy; thence following said lands of RO/AX in a northerly direction 145± feet to a point, said point being the intersection of said lands of RO/AX and lands N/F of SNL Farms, LLC; thence following said lands of SNL Farms the following directions and distances southwesterly 750± feet, westerly 310± feet, northerly 620± feet to a point, said point being the intersection of said lands of SNL Farms and the existing boundary of the SCUSSD formerly known as a point on the Blades Sanitary Sewer District; thence following said SCUSSD boundary the following directions and distances: northwesterly 530± feet, northerly 370± feet, northeasterly 650± feet, northerly 230± feet, northwesterly 196± feet, southwesterly 915± feet, northwesterly

330± feet, northeasterly 1180± feet, northerly 495± feet to a point, said point being that of the **BEGINNING.**

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

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

PUBLIC NOTICE
EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
ROUTE 13 COMMERCIAL EXPANSION - BLADES AREA
FILE NUMBER: OM-5.12.11

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on June 7, 2016, to consider expanding the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD) to include the properties situated on the east and west side of US Route 13, Sussex Highway. The parcels are located in the Broad Creek Hundred, Sussex County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

BEGINNING at a point, situate on the southerly right of way (ROW) of County Road 20 (Concord Rd), said point being the intersection of southerly ROW of Concord Rd and the westerly ROW of US Route 13 (Sussex Hwy), thence following said ROW of Concord Rd in a northeasterly direction 295± feet crossing Sussex Hwy to a point, said point being intersection of southerly ROW of Concord Rd and the easterly ROW of Sussex Hwy; thence following said ROW of Concord Rd in a northeasterly direction 430± feet to a point, said point being the northeasternmost corner of lands now or formerly (N/F) of Colonial East, LP; thence following said lands of Colonial East in a southerly direction 135± feet to a point, said point being the located on the boundary line of other lands N/F of Colonial East; thence following said lands of Colonial East the following directions and distances: northeasterly 156± feet, southeasterly 271± feet, northeasterly 610± feet, southeasterly 1015± feet, southwesterly 1930± feet to a point, said point being located on the northerly ROW of County Road 481 (Brickyard Rd); thence crossing Brickyard Rd diagonally in a southerly direction 60± feet to a point, said point being the northeasternmost corner of lands N/F of Mobile Gardens, LLC; thence following said lands of Mobile Gardens in a southwesterly direction 650± feet to a point, said point being the northeasternmost corner of lands N/F of Jack & Angela Mullins; thence following said lands of Mullins the following directions and distances southwesterly 265± feet, westerly 102± feet to a point, said point being located on the easterly ROW of Sussex Hwy; thence crossing Sussex Hwy in a westerly direction 170± feet, to a point said point being a point on the boundary of lands N/F of RO/AX, LLC and a point on the westerly ROW of Sussex Hwy; thence following said lands of RO/AX in a northerly direction 145± feet to a point, said point being the intersection of said lands of RO/AX and lands N/F of SNL Farms, LLC; thence following said lands of SNL Farms the following directions and distances southwesterly 750± feet, westerly 310± feet, northerly 620± feet to a point, said point being the intersection of said lands of SNL Farms and the existing boundary of the SCUSSD formerly known as a point on the Blades Sanitary Sewer District; thence following said SCUSSD boundary the following directions and distances: northwesterly 530± feet, northerly 370± feet, northeasterly 650± feet, northerly 230± feet, northwesterly 196± feet, southwesterly 915± feet, northwesterly 330± feet, northeasterly 1180± feet, northerly 495± feet to a point, said point being that of the **BEGINNING**.

The proposed expansion of the SCUSSD is within these boundaries and said to contain 121 acres, more or less. The boundary description has been prepared using Sussex County tax map numbers 132-1.00, 132-1.12, & 132-2.00.

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

The public hearing will be held on this issue at 10:30 am on July 19, 2016 in the Sussex County Council Chambers. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

For further information, please call or write the Sussex County Engineering Department, 2 The Circle, Post Office Box 589, Georgetown, DE 19947 – (302) 855-1299.

Hans M. Medlarz, P.E.
County Engineer

Proposed Rt 13 Commercial Expansion of the Sussex County Unified Sanitary Sewer District



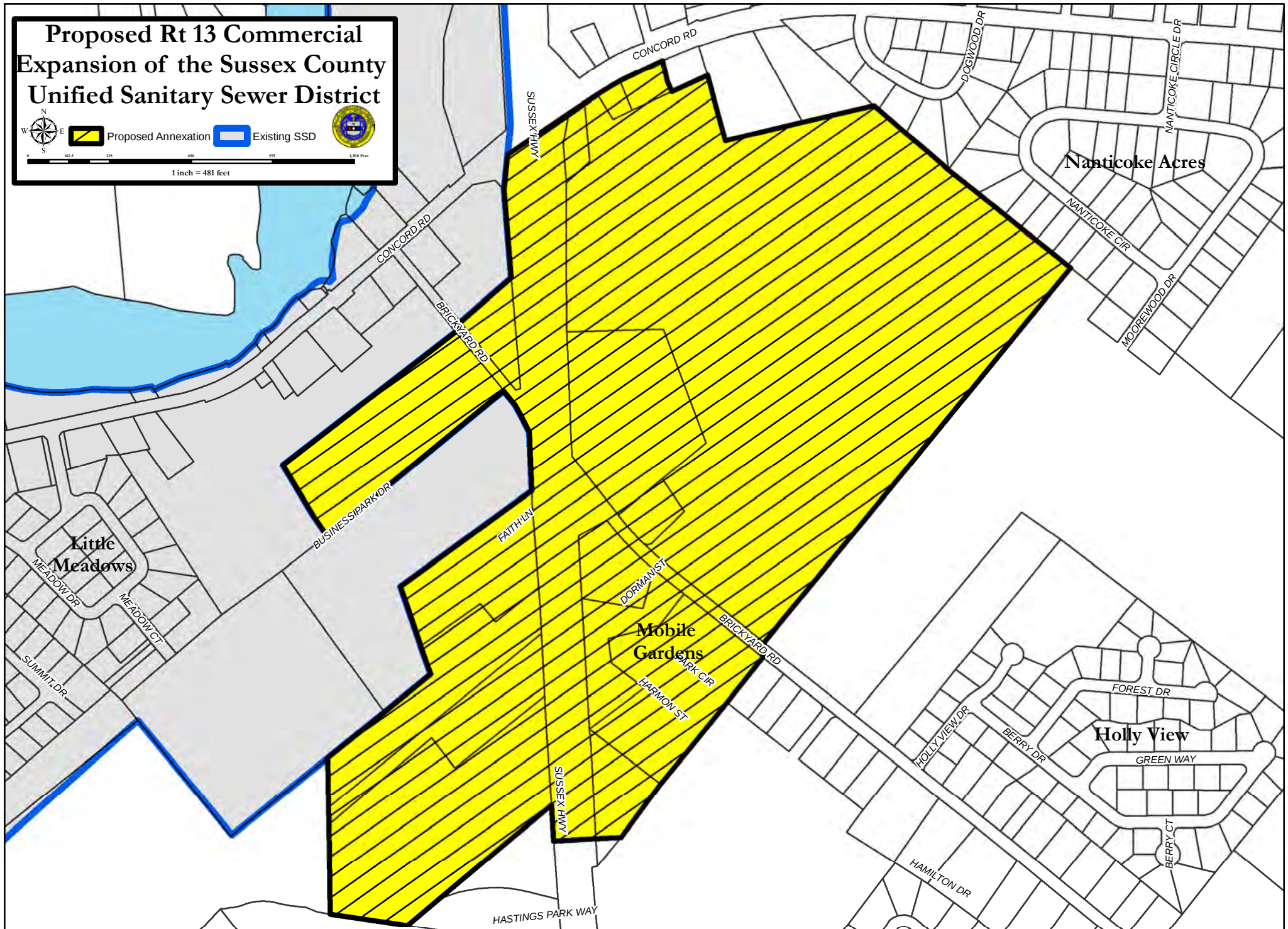
Proposed Annexation



Existing SSD



1 inch = 481 feet



A public hearing to discuss the proposed boundary is scheduled **July 19, 2016 at 10:30 AM**, in Sussex County Council Chambers. 2 The Circle, Georgetown, DE 19947.
For more information please visit: <https://www.sussexcountyde.gov/legal-notices/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

LAWRENCE LANK
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
(302) 854-5079 F
llank@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

MEMORANDUM

TO: Todd Lawson
County Administrator

FROM: Lawrence B. Lank
Director of Planning and Zoning

RE: Extension of Time Period

DATE: July 15, 2016

I have recently received five (5) requests for extensions of time period for projects. Four (4) of the extensions are for subdivision or residential planned community projects, and one (1) is for confirmation on a Conditional Use project that has been in litigation for several years and has finally reached a decision so that they can proceed.

The Subdivision applications are for:

“Ingram Point”, the application of JLC, LLC (Subdivision No. 2005-18);

“Tidewater Landing”, aka “Love Creek Landing”, the application of VESCO, LLC (Subdivision No. 2013-2 includes a previous application (Subdivision No. 2008-8);

“Captain’s Way”, aka “Captain’s Run”, the application of Captain’s Way Development, LLC (GR-RPC General Residential District – Residential Planned Community - C/Z #1721); and

“The Estates at Sandhill Valley”, the application of Anthony Sposato for Sandhill Real Estate Investments, LLC (Subdivision No. 2006-73).

The Conditional Use application is for:

“Oyster House Village”, the application of Sunrise Ventures, LLC (Conditional Use No. 1642) for a multi-family project.

For a short summary of each requested extension I provide the following:

The “Ingram Point” project is a cluster subdivision of 150.0 acres into 129 lots that was recorded May 16, 2011 and was to be substantially underway by May 16, 2016. On April 25, 2016 I received a request for an extension of the Final Approval for six (6) months. On May 3, 2016 I received a more detailed request with more explanation/information.



The “Tidewater Landing”, aka “Love Creek Landing” project is a cluster subdivision of 162.95 acres into 213 lots that received preliminary approval on June 13, 2013 and was to be recorded on or prior to June 13, 2016. On April 26, 2016 I received a request for an extension of the preliminary approval for six (6) months with detailed explanation/information.

The “Captain’s Way”, aka “Captain’s Run” project is a GR-RPC (Residential Planned Community) of 154.9 acres into 301 lots and was granted approval by County Council on March 19, 2013. On March 4, 2016 I received a request for an extension of the approval for six (6) months with detailed explanation/information.

“The Estates at Sandhill Valley” project is a cluster subdivision of 261.99 acres into 393 lots that was recorded September 16, 2011 and was to be substantially underway by September 16, 2016. On June 23, 2016 I received a request for an extension of the Final Approval for six (6) months with detailed explanation/information.

The “Oyster House Village” project is a multi-family development on 4.51 acres proposing 30 units and was granted approval by County Council on March 21, 2003 and was previously granted confirmation of extensions by County Council. On June 14, 2016 I received a request for a confirmation of an extension with detailed explanation/information. The application has been pending litigation for several years and the Courts required recordation of certain documents and easements which were just recently recorded.

I am advising you of receipt of these requests since Ordinance No. 2428, when adopted by Sussex County Council on December 15, 2015 provides in Chapter 99 Article VIII Section 99-40 that an applicant may seek up to six (6) months extension of said approval pursuant to 99-40F based on the following:

- 1) Prior to the expiration of its current approval, any applicant holding a currently valid approval as set forth in this 99-40F may request an extension up to six (6) months for the validity of said approval. The six (6) month period shall commence upon the date of expiration of the current approval. Such a request must be in writing and delivered to the Director on or before the expiration date of its current approval. At a minimum, the written request must include the following information:
 - (a) A schedule or plan for the project describing the steps that have been completed through the date of the extension request and describing the remaining steps to be completed. For any steps that remain outstanding, the applicant is to provide the anticipated time frame for completing those remaining steps.
 - (b) A detailed explanation of the reasons in support of the applicant’s request for the time extension. Applicant is to include an explanation of whether such reasons were within the applicant’s reasonable control. Example of reasons beyond the applicant’s reasonable control, include but are not limited to, undue delays in receiving regulatory approvals, litigation affecting the progression of the project, third party economic restrictions of an extraordinary or unreasonable nature, or delays caused by significant medical or health issues impacting applicant’s key stakeholders.
 - (c) For subdivisions with recorded final plats that are valid in accordance with 99-11 and 99-40 a specific schedule and plan demonstrating that the improvements on the

- subdivision plat will be “substantially constructed” within six (6) months of the expiration of the current approval.
- 2) The Director, after consultation with and input from other County departments or public agencies as the Director sees fit, shall consider any written request and the accompanying documentation submitted pursuant to this 99-40F. Time extensions shall be recommended to the Sussex County Council by the Director only upon a finding that all of the following criteria have been met:
 - (i) That the approval constitutes one of the approvals defined in the first paragraph of this 99-40F; (ii) that the request for said extension was timely filed; (iii) that all of the information herein has been supplied; (iv) that necessity for the extension is due primarily to reasons beyond the reasonable control of the applicant, such as undue delays in receiving regulatory approvals, litigation affecting the progression of the project, third party economic restrictions of an extraordinary or unreasonable nature, or delays caused by significant medical or health issues impacting applicants key stakeholders; (v) with respect to subdivisions with recorded final plats that are valid in accordance with 99-11 and 99-40, that there is a reasonable plan and schedule demonstrating that the improvements set forth on the subdivision in conformance with Chapter 99 Article VI of the Sussex County Code will reach “substantial construction” within six (6) months.
 - 3) After consideration of the relevant factors in accordance with this 99-40F the Director shall make a written recommendation whether to grant an extension to the applicant. This recommendation will be provided to Sussex County Council, who shall render the final decision whether to grant an extension to the applicant for up to six (6) months from the expiration date of the current approval.

I have quoted the needed text of the Code for your review and reference.

I have attached my written recommendation on each project for consideration by Sussex County Council.

The Code does not reference that a public hearing is required for either of the projects, only that the Sussex County Council shall render the final decision on the granting of a six (6) month extension.

I apologize to you and the Sussex County Council for the delay in providing these requests. Due to the number of requests that we anticipated, it seemed more appropriate to bring in a packet of requests, similar to the time extension requests that Sussex County Council considered over that last couple of years.

In reference to the “Ingram Point” project, a cluster subdivision of 150.0 acres into 129 lots that was recorded May 16, 2011 and was to be substantially underway by May 16, 2016.

On April 25, 2016 I received a request for an extension of the Final Approval for six (6) months and on May 3, 2016 I received a more detailed request with more explanation/information. The request was prepared by LDC, LLC on behalf of the landowners, John Cordrey and Keith Cordrey. The request provided steps that have been completed through the date of the extension request; remaining steps to be completed; explanations of the reasons of request for the time extension; schedule and plan demonstrating that the improvements will be “substantially constructed” within six (6) months of the expiration of the current approval; and with attachments from DelDOT, County Engineering Public Works, DNREC, and the developers providing information on the status.

It is my opinion that this project meets the relevant factors of Section 99-40F and can be granted a time extension for an additional six (6) months so that the project can proceed to establish that it is “substantially constructed” per the definition referenced in the Subdivision Ordinance.

If the Sussex County Council agrees, there should be a motion that based upon the authority granted to the 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 of Planning and Zoning that the “Ingram Point” Subdivision shall be granted a six (6) month time extension until December 31, 2016.

In reference to “Tidewater Landing”, aka “Love Creek Landing” a cluster subdivision of 162.95 acres into 213 lots that received preliminary approval on June 13, 2013 and was to be recorded on or prior to June 13, 2016.

On April 26, 2016 I received a request for an extension of the Preliminary Approval for six (6) months with a detailed request with explanation/information. The request was prepared by Land Design, Inc. on behalf of VESCO, LLC, the landowner, and Carl M. Freeman Companies, contract purchaser. The request references that the Preliminary Approval was granted on June 13, 2013, and that a Revised Preliminary Approval was granted on April 10, 2015. Engineering development activities referenced the Sussex Conservation District, DelDOT, Sussex County Engineering Department (roads and sewer plans), Tidewater Utilities, Cape Henlopen School District, and the Office of the State Fire Marshal. I did find that the project is scheduled for a public hearing for annexation into a County operated and maintained Sanitary Sewer District in August 2016.

It is my opinion that this project meets the relevant factors of Section 99-40F and can be granted a time extension for an additional six (6) months so that the project can proceed with obtaining all necessary agency approvals so that Final Approval can be granted by the Commission on or prior to December 31, 2016.

If the Sussex County Council agrees, there should be a motion that based upon the authority granted to the Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documents, and the recommendation of the Director of Planning and Zoning that the “Tidewater Landing”, aka “Love Creek Landing” Subdivision shall be granted a six (6) month time extension until December 31, 2016.

In reference to “Captain’s Way”, aka “Captain’s Run”, the application of Captain’s Way Development, LLC (GR-RPC General Residential District – Residential Planned Community - C/Z #1721) a residential planned community proposing development of 154.90 acres into 301 lots was granted rezoning approval by County Council on March 19, 2013.

On March 4, 2016 I received a request for an extension of the Preliminary Approval for six (6) months with detailed explanation/information. The request was prepared by Preston Lynch Dyer on behalf of Captain’s Way Development, LLC. The request provided agency approvals and submittals that have been received and/or submitted to the date of the request. The request references that due to issues relating to central sewer availability, the developers have had to redesign the project for consideration of an on-site wastewater management treatment system and is still pending with DNREC. The information provided makes reference to approvals being obtained from the Office of the State Fire Marshal; the Sussex Conservation District; the Army Corps. of Engineers for wetlands delineation and a road crossing; DNREC for Public Water Supply; the clearing of trees and roadways for access to the central water system; contract for installation of the well for the central water system; and that Final Plan approval will be submitted upon receipt of approvals from DelDOT, Sussex County Public Works, and DNREC.

It is my opinion that this project can meet the relevant factors of Section 99-40F and can be granted a time extension for an additional six (6) months so that the project can proceed with obtaining all necessary agency approvals so that Final Approval can be granted by the Commission on or prior to December 31, 2016.

If the Sussex County Council agrees, there should be a motion that based upon the authority granted to the Sussex County Council by Ordinance No. 2428 and based upon compliance with the requirements of the referenced Ordinance, supporting documents, and the recommendation of the Director of Planning and Zoning that the “Captain’s Way”, aka “Captain’s Run” Subdivision shall be granted a six (6) month time extension until December 31, 2016.

In reference to “The Estates at Sandhill Valley”, a cluster subdivision of 261.99 acres into 393 lots that was recorded September 16, 2011 and was to be substantially underway by September 16, 2016.

On June 23, 2016 I received a request for an extension of the Final Approval for six (6) months with detailed explanation/information. The request was prepared by LDC, LLC on behalf of the landowners, Tony and Fred Sposato, t/a Sandhill Real Estate Investments, LLC. In this case the applicants are concerned that they cannot meet the “substantially constructed” per the definition referenced in the Subdivision Ordinance due to the amount of tree clearing necessary to prepare and rough grade the stormwater management facilities and roads. It is noted that all agency approvals have been obtained and are still valid.

It is my opinion that this project meets the relevant factors of Section 99-40F and can be granted a time extension for an additional six (6) months so that the project can proceed to establish that it is “substantially constructed” per the definition referenced in the Subdivision Ordinance.

If the Sussex County Council agrees, there should be a motion that based upon the authority granted to the 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 of Planning and Zoning that “The Estates at Sandhill Valley” Subdivision shall be granted a six (6) month time extension from the September 16, 2016 date, being March 16, 2017.

In reference to the “Oyster House Village” project, a multi-family development of 4.51 acres into a proposed 30 units that was granted approval by County Council on March 21, 2016. This project was previously granted confirmation of an extension by County Council.

On June 14, 2016 I received a request for a confirmation of the time extension with detailed explanation/information. The application has been involved in pending litigation for several years and the Courts required recordation of certain documents and easements which were just recently recorded. The request was submitted by Larry DiSabatino on behalf of Sunrise Ventures, LLC, the landowners, and Ocean Atlantic/Schell Brothers, contract purchasers. The request references that they have just resolved and recorded documents to satisfy deeds, setbacks, easement issues with neighboring properties, and that mitigation of a Brownfield site is necessary to begin the project. It is noted that the developers are working with DNREC to finalize the Brownfield approval process. Due to delays caused by the litigation, the developer can now proceed with working with the approval agencies to obtain approvals so that the developer can submit site plans to the Planning and Zoning Commission so that they can get Final Approval and begin working on the mitigation of the Brownfield site. All agency approvals shall be required prior to granting Final Approval by the Planning and Zoning Commission. It is noted that the developers have requested a two (2) year time extension due to the Brownfield site mitigation issues.

I do note that in the past when a developer has not been able to start work on a project due to litigation issues, the Planning and Zoning Commission, with recommendation from legal counsel, have considered that the development process of the project starts when all litigation issues have been resolved as required by the Courts. In those situations the Commission would grant the necessary time extension for one-year with the right to request an addition two (2) extension, or as more recently amended in the Code to a three (3) year time extension.

It is my opinion that this project meets the relevant factors of Chapter 115, Article XXIV, Section 115-174 for Conditional Use applications, which also references 99-40F of the Subdivision Ordinance for the process of granting an extension of a time period. The Sussex County Council may grant a time extension for an additional six (6) months so that the project can proceed with making application for Preliminary Approval and also obtaining Final Approval by the Planning and Zoning Commission prior to December 31, 2016, allowing them to proceed with mitigation of the site. The Sussex County Council may wish to ask Legal Counsel for an opinion if they desire to grant any additional time for the project to get substantially underway due to the mitigation issues pending on the project.

If the Sussex County Council agrees, there should be a motion that based upon the authority granted to the 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 of Planning and Zoning that the “Oyster House Village” multi-family project shall be granted a six (6) month time extension until December 31, 2016.

Should you have any questions, please do not hesitate to contact me at this Department.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7773



Sussex County

DELAWARE

sussexcountysde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

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

MEMORANDUM

TO: Sussex County Council

THROUGH: Todd Lawson
County Administrator

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

DATE: July 15, 2016

RE: AIRPORT LEASE

I am on the July 19th Council agenda to request Council approval of a request from Air Methods Corporation to extend their lease for Lot A-2 at the airport.

Air Methods is the parent company of LifeNet and operates an air ambulance service, with flight and medical crews on duty 24 hours a day. They have leased Lot A-2 at the airport since September 2007, which includes a 2,500 square foot County-owned hangar. They are requesting to exercise the third and final three-year extension allowed under the lease.

If the extension is approved, the rent amount will increase by 3%, to \$19,607 annually, in accordance with the lease.

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

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



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

June 30, 2016

Jim,

I am the Regional Vice President for Air Methods and oversee the administration and operations of our helicopter that is based at your airport. I wanted to thank you for your continued support over the years and let you know that we want to exercise the final three-year option and renew our lease with you. If you need anything else to affect this renewal, please don't hesitate to contact me or Bill Stubba. Thank you very much.

Resp,

David

David M. Poulsen | VP, Region 10

VA, MD, DE, NJ, PA, NY, CT, MA

2663 Osborne Rd., Chester, VA 23831 | O: 804.317.4679 | C: 804.317.4679

dpoulsen@airmethods.com | AirMethods.com | [Facebook](#) | [Twitter](#)

ENGINEERING DEPARTMENT

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Sussex County

DELAWARE

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

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

MEMORANDUM

TO: Sussex County Council

THROUGH: Todd Lawson
County Administrator

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

DATE: July 15, 2016

RE: AIRPORT LEASE

I am on the July 19th agenda to ask Council's approval of a ground lease with Justin Tanks, LLC for Lots 15 & 16 in the Sussex County Industrial Park.

Justin Tanks (originally Justin Fiberglass) is one of the original tenants in the Industrial Park, with 25 employees. Their lease expired in 2014 after 40 years in the Park, and since then, County staff has been working with Justin to develop a lease that continues this successful partnership on terms beneficial to all.

Terms of the proposed lease include:

- Term of Lease: Five years, with three, five year options
- Rent: \$4,500 per year with 10% increase each option period
- Permitted uses:
 - Manufacturing and maintaining equipment for the fiberglass industry
 - Other uses as permitted by the County
- No assignment or sublease without County approval
- No alterations or improvement without County approval
- Justin to pay utilities and ad valorem taxes
- Property and general liability insurance required
- Improvements revert to the County at the end of the lease

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

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



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

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this ____ day of _____ 2016, BY AND BETWEEN:

SUSSEX COUNTY, a political subdivision of the State of Delaware, P.O. Box 589, 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "Lessor",

AND

JUSTIN TANKS, LLC, an Ohio Limited Liability Company, of 21413 Cedar Creek Avenue, Georgetown, Delaware 19947, hereinafter referred to as "Lessee".

RECITALS:

WHEREAS, on or about March 13, 1974, Lessor entered into a twenty-five (25) year lease with three (3) five (5) year renewal options ("Original Lease") with Secretary of Community Affairs and Economic Development and said lease was subsequently assigned to Justin Fiberglass, Inc., a Delaware corporation ("Justin Fiberglass") whereby Justin Fiberglass leased certain land owned by Lessor and Justin Fiberglass constructed improvements thereon;

WHEREAS, the Original Lease provides that, at the end of its term, Lessee has the right to remove improvements ("the Improvements") constructed on the Leased Premises within ninety (90) days after the termination of the Original Lease;

WHEREAS, during the term of the Original Lease, Justin Fiberglass constructed Improvements on the premises;

WHEREAS, during the term of the Original Lease, Justin Fiberglass assigned its interest in the Original Lease to Justin Tanks, LLC, an Ohio Limited Liability Company ("Lessee");

WHEREAS, the Original Lease expired on March 31, 2014, at which time Lessee retained the right to remove the Improvements within ninety (90) days and, from that time, the parties have negotiated the terms of this Lease;

WHEREAS, Lessor and Lessee hereby agree to enter into a lease pursuant to the terms and conditions outlined herein;

WHEREAS, Lessor and Lessee hereby acknowledge and agree that this lease is not to be considered as an extension of the Original Lease but, rather, and entirely new lease; and

WHEREAS, Lessor and Lessee agree Lessee shall retain ownership of the

Improvements and that the ownership of the Improvements shall revert to Lessor at the termination of this lease.

WITNESSETH:

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

1. **PREMISES:** Lessor does hereby lease to Lessee and Lessee does hereby rent from Lessor, the following described premises ("the Leased Premises"):

Lots No. 15 and 16 in the Sussex County Industrial Park, 21413 Cedar Creek Avenue, containing 6.62 acres more or less, and more particularly described in Appendix A annexed hereto and made a part hereof. The Leased Premises shall include improvements as hereinafter defined which are located on Lots 15 and 16.

2. **TERM:** The term of this Lease Agreement shall be five (5) years, commencing at 12:00 a.m. on the 1st day of January, 2016 and ending at 11:59 p.m. on the 31st day of December, 2020. Lessee shall have the option to renew the Lease for three (3) additional five (5) year consecutive terms. Each option term shall be considered independently from the other option terms for purposes of notice to renew. To exercise the option, Lessee must give written notice to Lessor at least one hundred eighty (180) days prior to the termination date of the original lease term and of any option period of Lessee's intent to exercise the option. At the end of the lease term and the three (3) options, if exercised, the parties agree that this Lease Agreement shall terminate and that a new lease shall be negotiated should Lessee continue to desire to occupy the Leased Premises.
3. **RENT:** Lessee covenants and agrees to pay Lessor annual rent in the amounts as set forth hereinafter. Rent shall be Four Thousand Five Hundred Dollars (\$4,500.00) per year with rent being due in advance in equal quarterly installments which shall be paid on or before January 1st, April 1st, July 1st, and

October 1st of each year of the Lease Term and each renewal term if applicable. The first quarterly installment shall be due on January 1, 2016. Rent shall increase by ten percent (10%) for each option period if the Lease is renewed pursuant to Paragraph 2 above.

4. **PAYMENT PROVISIONS:** Rent due hereunder is payable quarterly in advance in equal quarterly installments during the term of this Lease Agreement and any applicable renewal term with the first payment being due on January 1, 2016. Lessee has paid quarterly installments of \$1,125.00 commencing on April 1, 2015 through October 1, 2015, prior to the execution of this Lease and without a written lease in place. Lessee has paid its first and second quarterly payments under this Lease which were due on January 1, 2016, and April 1, 2016 respectively. Payments made fifteen (15) days after the date in which any payment is due shall be subject to a late fee of five percent (5%) of the total amount outstanding. All payments should be made to Sussex County Council, Sussex County Finance Department, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Lessor.
5. **REPAIR AND CARE:** Lessee has examined the Leased Premises and has entered into this lease without any representation on the part of Lessor as to the conditions thereof. Lessee shall take good care of the Leased Premises and any improvements located thereon at Lessee's own cost and expense, and shall maintain the Leased Premises and any improvements located thereon in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the Leased Premises and any improvements located thereon in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of Lessee, excepted. Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Lessee shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height. Snow removal from access road to Lessee's building shall be the sole

responsibility of Lessee.

6. **UTILITIES.** Lessee shall pay for all utilities of whatsoever kind which are furnished to the Leased Premises. Lessor shall provide to the Leased Premises a connection to the central sewer system, electricity, and water utilities, but Lessee shall be responsible for all other utility connections. Lessor shall be responsible for the maintenance of the water meter servicing the Leased Premises. Lessee shall be solely responsible for water charges, and Lessor shall have no obligation for the same. In the event, Lessor charges Lessee for water provided to the Leased Premises, Lessee shall pay the same rate for water as paid by other tenants in the Sussex County Industrial Park.

7. **USE OF PREMISES:**

- a. Lessee shall have the right to utilize the Leased Premises and any improvements to be located thereon for activities such as one or more of the following: manufacturing and maintaining equipment for the fiberglass industry or any other use which may be permitted by Lessor.
- b. The use of the Leased Premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction.
- c. It is specifically agreed that this Lease Agreement is non-exclusive. Lessor reserves the right to lease other real property at the Sussex County Industrial Park for identical or similar uses.

8. **NO LIENS OR ENCUMBRANCES:**

- a. The Leased Premises are leased by the Lessor free and clear of all liens, encumbrances and easements and title shall be good and marketable and such as will be insured by a reputable company at regular market rates. Should title not be as described, Lessee shall have the option to declare this Lease null and void, and be repaid it out of pocket expenses, including title company charges, and there shall thereafter be no further liability or obligation on the part of Lessor and Lessee.

- b. Any liens placed on property owned by Lessee which are located on the Leased Premises must first be approved by Lessor.
- c. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon as of the date of this Lease Agreement.

9. **AIRPORT PROTECTION:**

- a. It shall be a condition of this lease, that Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.
- b. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Title 14, Code of Federal Regulations, Part 77.
- c. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

10. **TAXES:** Lessee shall pay all ad valorem taxes or any other taxes, including taxes levied by Sussex County, on the improvements erected on the Leased Premises and all equipment installed therein.

11. **RIGHT TO CONTEST:** Lessee shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the Leased Premises by any governmental authority levying or attempting to levy taxes thereon. Lessor shall cooperate with Lessee, but at no expense to Lessor, in any such protest as Lessee shall make. In the event Lessee shall determine to contest such taxes,

Lessee shall, within the time herein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Lessor, as will protect the property from nonpayment during such contest. Further, Lessee shall obtain the participation of the Lessor in any tax appeal, if required.

12. **STATUTORY LIEN:** Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Lessor has such a lien to the extent provided by statute or otherwise. Lessor agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the Leased Premises. Lessee shall furnish the Lessor copies of all such security instruments.

13. **INSURANCE:**

- a. **Property and Business Income Insurance** - Lessee shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to Lessee's personal property including fixtures and equipment located on the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Lessee shall also secure, at its own expense, all risk (special form) business income insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to property, fixtures and equipment located on the Leased Premises. Lessor shall be an insured on Lessee's property and business income insurance as its interests may appear, in amounts sufficient to protect Lessor's interests. Lessor shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to the Improvements, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Lessor shall also secure, at its own expense, all risk (special form) business income insurance in

amounts satisfactory to protect its interests as a result of direct physical loss of or damage to the Improvements.

- b. **Waiver of Subrogation** - To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Lessee's personal property including fixtures and equipment located on the Leased Premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease Agreement. To the fullest extent permitted by law, Lessee's property insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Lessee. Any deductible amount(s) selected by Lessee shall be the sole responsibility of Lessee. To the fullest extent permitted by law, Lessor waives any right of recovery from Lessee for any loss, damage or injury to the Improvements (or resulting loss of income or extra expense), by reason of any peril required to be insured against by Lessor under this Lease Agreement.
- c. **Commercial General Liability Insurance** - Lessee shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Lessee's occupancy of the Leased Premises or operations incidental thereto, with the combined single limit of \$1,000,000.00 per occurrence and a general aggregate limit of \$2,000,000.00. This insurance shall name Lessor and its appointed and elected officials, employees, agents and volunteers as insureds with respect to liability arising out of or in connection with Lessee's occupancy of the Leased Premises under this Lease Agreement, and a copy of the additional insured endorsement(s) that evidence the required additional insured status must accompany any certificate of insurance provided to

Lessor. Insurance provided to Lessor and its appointed and elected officials, employees, agents and volunteers as specified herein shall be primary, and any other insurance, coverage or indemnity available to them shall be excess of and non-contributory with insurance specified herein. To the fullest extent permitted by law, Lessee's commercial general liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any commercial general liability insurance policies maintained by Lessee.

- d. **Workers Compensation & Employers Liability** - Lessee shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers compensation insurance must satisfy Lessee's workers compensation obligation to its employees in Delaware. Employers liability insurance must be secured with minimum limits of \$100,000.00 for bodily injury by accident, \$100,000.00 each employee for bodily injury by disease, and a \$500,000.00 policy limit for bodily injury disease.

To the fullest extent permitted by law, Lessee's workers compensation and employers liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any workers compensation and employers liability insurance policies maintained by Lessee.

- e. **Evidence of Insurance / Insurers** - Lessee shall furnish certificates of insurance, acceptable to Lessor, to the Director, Airport and Industrial Park Operations, Sussex County, Delaware evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do

business in Delaware, with a Best's financial strength rating of "A-" or better, and a financial size category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Lessor. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Lessor. Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Lessor as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the prior written approval of Lessor. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, premiums paid by Lessor shall be recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.

- f. All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Lessor.

14. **RIGHTS AND OBLIGATIONS OF LESSEE:**

- a. Lessee shall have the right to ingress and egress to the Leased Premises.
- b. Lessee may install signage on the Leased Premises but signage is subject to Lessor's prior written approval.
- c. Lessee shall comply with all federal, state, and county laws, rules, regulations pertaining to the Leased Premises including but not limited to rules and regulations of the Sussex County Airport and Industrial Park which may be altered from time-to-time.

15. **RIGHTS AND OBLIGATIONS OF LESSOR:**

- a. Lessor or its authorized representative may enter the Leased Premises at any time without the consent of Lessee in case of emergency, and Lessor or its authorized representative may enter the Leased Premises upon the giving of reasonable notice to Lessee for inspections or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the Leased Premises. Reasonable notice shall mean no less than 48 hours prior to the entry, unless Lessor is entering to make repairs specifically requested by Lessee. Lessee shall not unreasonably withhold consent to Lessor or its authorized representative to enter into the Leased Premises to inspect it or make necessary or agreed upon repairs or improvements.
- b. Lessor shall provide access to the Leased Premises and shall keep all roads thereto clear of snow and other debris.

16. **SUBLETTING AND ASSIGNING:** Lessee shall not have the right to assign this Lease Agreement or sublet the Leased Premises unless the written consent of the Lessor is acquired. Unless otherwise agreed, such assignment or subletting shall in no way relieve Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Lessee shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Lessee shall in writing assume all of the obligations to be performed by Lessee hereunder. Lessee agrees to pay for any attorney's fees incurred by Lessor resulting from any sublease or assignment. Lessor reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.
17. **NOTICE:** All notices required to be given under this Lease Agreement either by Lessor to Lessee or by Lessee to Lessor shall be in writing. The same shall be deemed given in the case of Lessor when it shall have deposited such notice by certified mail in the post office addressed to Lessee at Lessee's last known address or to such other address as Lessee shall from time to time furnish

Lessor. Personal service of any such notice shall be deemed as a substitute for the mail notice.

18. **CONDEMNATION:** If at any time during the term hereof the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the Leased Premises by the condemning authority, the Lease Agreement hereby granted and all rights of Lessee hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Lessee shall have made any improvements upon the Leased Premises, Lessor shall be entitled to all of the condemnation proceeds which may be granted with respect to the land herein described as such land is distinguished from the improvements; and Lessee shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Lessee.
19. **PARTIAL CONDEMNATION:** If after commencement of this Lease Agreement only a part of the demised premises shall be taken or condemned, Lessor shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Lessee; and Lessee shall be entitled to any award made for any improvements condemned. In the event such condemnation shall leave a portion of the demised premises which in Lessee's sole judgment is usable by Lessee, the Lease Agreement shall remain in full force and effect, but the rents herein reserved to Lessor shall be adjusted so that Lessee shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire Leased Premises. If a portion of the Leased Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Lessor and the rental hereunder shall not be abated. Provided however, that Lessee shall have the right to terminate this Lease Agreement if in its sole judgment the premises have been rendered unsuitable for its purpose.

20. **DEFAULT:**

a. **Events of Default Defined.** The following shall be "events of default" under this Lease Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement any one or more of the following events:

- i. Failure by Lessee to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to Lessee that the rental payment referred to in such notice has not been received;
- ii. Failure by Lessee to observe and perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, other than as referred to in subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to Lessee by Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- iii. The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by Lessee of any act of bankruptcy, or adjudication of Lessee as bankrupt or assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Lessee in

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

- iv. Failure by Lessee to abide by any laws, statutes, rules, or regulations relating to the Leased Premises or the Sussex County Airport and Industrial Park and continuing for a period of thirty (30) days after notice by mail is given to Lessee that the violation referred to in such notice has not been corrected.
- b. Remedies of Default. Whenever any event of default referred to in subsection (a)(i)-(a)(v) above shall have happened and be subsisting, Lessor may take any one or more of the following remedial steps:
- i. Apply any money or property of Lessee's in Lessor's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Lessee hereunder.
 - ii. Perform any obligation or covenant to be performed by Lessee hereunder and charge Lessee therefore.
 - iii. Terminate the Lease Agreement.
 - iv. Enter the Leased Premises and take possession of the same and hold Lessee liable for the rent thereafter accruing and due until such time as Lessor can obtain another suitable Lessee of the Leased Premises under the same terms hereof.

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

- 21. **NON WAIVER OF SUBSEQUENT BREACH:** Lessee agrees that any waiver by Lessor of the performance of any one of the conditions of this Lease Agreement shall not be deemed to constitute a waiver of the right of Lessor to proceed against Lessee upon any subsequent breach of the same or other conditions of this Lease Agreement.
- 22. **SEVERABILITY:** If any provisions of this Lease Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- 23. **SHORT FORM LEASE:** Upon the request of either of them, the parties shall execute and exchange copies of a short form lease outlining the pertinent terms herein contained, which short form lease may be recorded in lieu of recording this instrument, but the terms of this instrument shall control in all aspects in regard to matters omitted from such short form lease or in respect to conflicts therewith.
- 24. **COMPLIANCE WITH LAWS:** Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance

covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Lessee's own cost and expense.

25. **PROPERTY RIGHTS RESERVED:** This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Lessor acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to the Sussex County Airport.
26. **LESSOR NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF LESSEE:** Lessee shall not be the agent or partner of Lessor; and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or Lessor's interest in the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. The improvements to be placed on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against Lessor's interests in the Leased Premises. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Leased Premises or against Lessor as the owner thereof, Lessee shall within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the

discharge thereof in such manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting therefrom. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease Agreement, in addition to such as are permitted by law.

27. **SUCCESSORS AND ASSIGNS:** All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the successors and assigns of the parties hereto.
28. **NON-PERFORMANCE BY LESSOR:** This Lease Agreement and the obligation of Lessee to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Lessor.
29. **DAMAGE AND CASUALTY:** If more than fifty percent (50%) of Lessee improvements located on the Leased Premises are damaged by fire or other casualty, Lessee may terminate this Lease Agreement, provided Lessee first removes all structures on the land at its expense and restores the surface of the land to its condition at the date of the initial term of this Lease Agreement. The rent is to be paid to the date of termination. Lessor shall be insured on Lessee's property and business income insurance in an amount sufficient to protect its interest therein.

30. **QUIET ENJOYMENT**: Lessor covenants and represents that Lessor is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease Agreement; and does further covenant that the Lessee, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforementioned.
31. **ENTIRE CONTRACT**: This Lease Agreement contains the entire contract between the parties. No representative, agent or employee of Lessor has been authorized to make any representation or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Lessor and Lessee.
32. **IMPROVEMENTS**: Lessee shall be responsible for all maintenance and repair to any improvements located on the Leased Premises. Such improvements shall be at Lessee's sole cost and expense, including all necessary fees and permits. Construction of any and all improvements on the Leased Premises shall be subject to approval by the County Engineer and shall be in compliance with all governmental requirements. The construction and use of the Leased Premises and improvements to be constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction. At the termination of this lease, the improvements erected on the Leased Premises and any fixtures which are a part thereof, shall remain a part to the Leased Premises and shall be the property of the Lessor. Any trade fixtures which were installed on the Leased Premises by Lessee and which are removable without substantial damage to the improvements shall remain the property of the Lessee, provided that Lessee shall promptly repair any damage to the improvements on the Leased Premises caused by their removal and that Lessee is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Lessor shall have a lien thereon to secure itself on account of its claims.

33. **NON-DISCRIMINATION:**

- a. Lessee for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

34. **COSTS AND EXPENSES OF LESSOR:** Lessee shall pay upon demand all of Lessor's costs, charges, attorney's fees and expenses, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation in which Lessor, without Lessor's fault, becomes involved or concerned by reason of the existence of the Lease Agreement or the relationship hereunder of Lessor and Lessee.

35. **MISCELLANEOUS:** In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is

intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

36. **INDEMNIFICATION:** To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor and its appointed and elected officials, employees, agents, and volunteers harmless from any and all claims arising from Lessee's use of the Leased Premises, the conduct of its business, or from any activity, work or things which may be permitted or suffered by Lessee in or about the Leased Premises, and shall further indemnify, defend and hold Lessor and its appointed and elected officials, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the provisions of this Lease Agreement or arising from any negligence of Lessee or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Leased Premises from any cause, and Lessee hereby waives all claims in respect thereof against Lessor and its appointed and elected officials, employees, agents, and volunteers, except as prohibited by law. Lessee hereby agrees that, except as prohibited by law, Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable for injury to Lessee's business or any loss of income there from or for damage to the equipment, wares, merchandise, or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Lessor and its appointed and elected officials, employees, agents, and volunteers be liable for injury to the person of Lessee, Lessee's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air

conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Leased Premises.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attended hereto as evidence of the authority of the undersigned corporate officers to execute the Lease Agreement.

**SUSSEX COUNTY
LESSOR**

DATED: _____

By: _____
Michael Vincent
President of the Sussex County Council

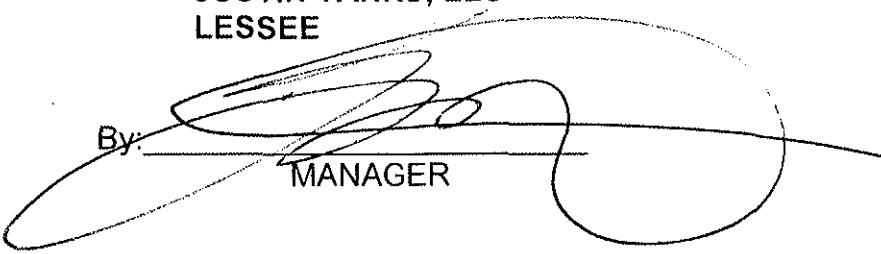
Attest: _____

APPROVED AS TO FORM:

By: _____
County Attorney

**JUSTIN TANKS, LLC
LESSEE**

DATED: 6/13/16

By:  _____
MANAGER

Attest: _____

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2016, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 13th day of June, A. D. 2016, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Edward M. Short, Manager, of Justin Tanks, LLC, an Ohio Limited Liability Company, known to me personally to be such, and he does depose and say that the facts set forth in the foregoing Lease Agreement are true and correct to the best of his knowledge, information and belief.

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

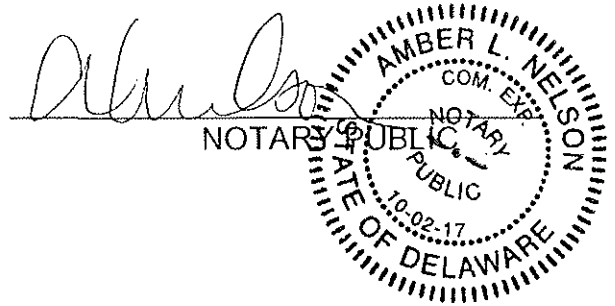
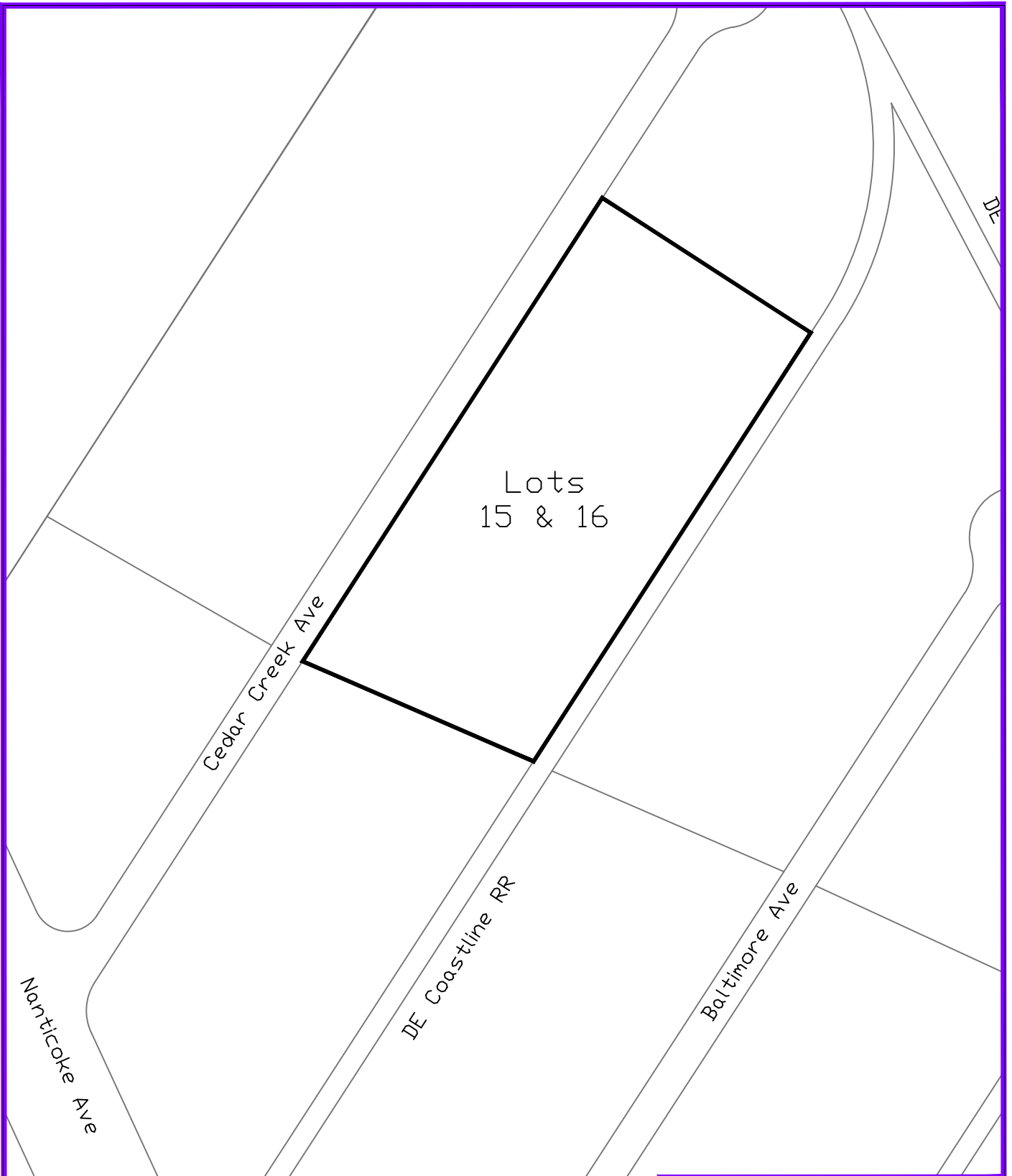


EXHIBIT A

ALL those certain lots, pieces or parcels of land, situate in Georgetown Hundred, Sussex County, Delaware, being identified as Lot No. 15 and Lot No. 16 of Sussex County Industrial Park at Georgetown, Delaware, and being more particularly described as follows, to wit: BEGINNING at a concrete monument situate on the Southeasterly right of way line of Cedar Creek Avenue, which said Cedar Creek Avenue is identified on the record plan of Sussex County Industrial Park, said concrete monument being a corner for the lots herein conveyed and a 40 foot drainage easement; thence by and with the Southeasterly right of way line of Cedar Creek Avenue, North 32 degrees 54 minutes 36 seconds East 800 feet to a concrete monument; thence South 57 degrees 05 minutes 24 seconds East 360 feet to a concrete monument situate on the Northwesterly right of way line of Delaware Coastline Railroad, said Delaware Coastline Railroad right of way being 30 feet in width; thence by and with the Northwesterly right of way line of Delaware Coastline Railroad South 32 degrees 54 minutes 36 seconds West 740.08 feet to a concrete monument situate on the Northeasterly right of way line of a 40 foot drainage easement; thence by and with the Northeasterly right of way line of the 40 foot drainage easement North 66 degrees 32 minutes 24 seconds West 364.95 feet to a concrete monument situate on the Southeasterly right of way line of the aforesaid Cedar Creek Avenue, the point and place of beginning, said to contain 6.62 acres of land, be the same more or less, as surveyed by J.J. McCann, Inc., Registered Surveyors, dated January 30, 1974.



Justin Tanks, LLC

**Delaware Coastal Airport
Georgetown, DE**

EXHIBIT

A

DRAWN BY: jh

SCALE:

CHECKED BY: jh

DATE: July 2016

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE

sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

WRSSD IRRIGATION RIGS REPLACEMENT PROJECT 15-18

The WRSSD Irrigation Rigs Replacement project was awarded to Sussex Irrigation Company on March 1, 2016. While within budget, they were the only bidder for this project.

The original design envisioned a simple remove and replace approach. Upon further investigation it is advantageous for the Wolfe Neck Facility to have a more refined spray disposal approach. The most suited solution would subdivide the main irrigation system in three smaller ones. Unfortunately, the design modifications could not be accomplished in the timelines allotted. The contract was never executed because the bidder was unable to present a performance bond for the original scope.

As a result of both these issues the Engineering Department recommends cancelling the award to Sussex Irrigation Company without condition and re-bidding the modified design at a later date. The Department has completed the design and obtained a DNREC construction permit. The re-bid schedule will have to be coordinated with the farming activities as well as the ongoing erosion control improvements.



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

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

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

FROM: Hans Medlarz
County Engineer

RE: ***APPRAISAL SERVICES - ONE (1) YEAR AGREEMENT***

DATE: July 19, 2016

A Request for Proposals (RFP) was advertised in June for appraisal services to be provided on an as needed basis for a one (1) year period. The services include, but are not limited to, inspecting and investigating properties to provide certified appraisal reports for fee simple land acquisitions and any type of easement in support of engineering projects.

Three proposals were submitted from Masten Realty, W.R. McCain & Associates, and Accent Consulting Group of Delaware. Per Delaware Code, at least one (1) firm, meeting the minimum qualifications of the RFP, shall be interviewed. Accent Consulting Group of Delaware did not have the required licensing as advertised. Therefore, the proposal did not meet the minimum qualifications. On July 8, 2016, Masten Realty and W.R. McCain were interviewed by myself, Joe Wright and Kaycee Widen of the Engineering Department.

The Appraisal Committee's final selection was based on professional expertise, experience in commercial, residential and agricultural appraisals, company capacity and assignment completion time. The unanimous recommendation of the Appraisal Committee was for the Engineering Department to negotiate a contract with W.R. McCain & Associates.





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Historic Georgetown Association		
PROJECT NAME:	First Georgetown Fire House		
FEDERAL TAX ID:	51-0368948	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	105 Spicer Street		
	Georgetown	Delaware	19947
	(CITY)	(STATE)	(ZIP)
PHONE:	302 745 0184	EMAIL:	martinbdonovan@aol.com
CONTACT PERSON:	Martin B. Donovan		
TITLE:	President		
ADDRESS:	105 Spicer Street		
	Georgetown	Delaware	19947
	(CITY)	(STATE)	(ZIP)
PHONE:	302 745 0184	EMAIL:	martinbdonovan@aol.com

TOTAL FUNDING REQUEST: \$ 1,000.00

Has your organization received other grant funds from
Sussex County Government in the last year?

☐ YES ☒ NO

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

Are you seeking other sources of funding other than Sussex County Council?

☐ YES ☒ NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 36

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|---|--|
| ☐ Fair Housing | ☐ Health and Human Services | ☒ Cultural |
| ☐ Infrastructure ¹ | ☒ Other <u>Museum</u> | ☐ Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|---|
| ☐ Disability & Special Needs | ☐ Victims of Domestic Violence | ☐ Homeless |
| ☐ Elderly Persons | ☐ Low to Moderate Income ² | ☒ Youth |
| | ☒ Other <u>General Public</u> | |

BENEFICIARY NUMBER

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

SECTION 3: PROGRAM SCOPE

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

Historic Georgetown Association operates 2 museums. The Georgetown Train Station and Georgetown's First Fire House. We have also run children's program on train safety. The funds are being requested to help cover the cost installing a fence around Georgetown's Fire House. Unfortunately at night we have activities that we want to stop. We have installed outside lighting which has helped. Installing a fence will not eliminate all of the activities but it will certainly reduce them.

Total Cost \$4,741.25

Discount 1,981.25

Final Cost \$2,760.00

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$ 1,760.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Nanticoke Fence	-2760.00
TOTAL EXPENDITURES	-\$ 2,760.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	(\$ 1,000.00)

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Historic Georgetown Association agrees that:
(Name of Organization)

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.

Historic Georgetown Association/Martin B. Donovan, President

Applicant/Authorized Official

6/17/2016

DATE

The Seat of Sussex County Government

Historic Georgetown Association

The Georgetown Train Station

June 17, 2016

*Sussex County Council
Sam Wilson
The Circle
Georgetown, Delaware 19947*

Dear Mr. Wilson

I would like to request that you consider granting Historic Georgetown Association \$1,000 to help pay the cost of installing a fence around the First Fire House in Georgetown. As you are aware Historic Georgetown Association move Georgetown's Fire House to its current location and restored to its original condition. We would like to install a fence around the property to discourage activities behind the Fire House. We have received a bid to install a fence on the property for \$2,760.00.

Any assistance you could give would be greatly appreciated. If you have any questions or need to contact me please call 302 745 0184 or email me at martinbdonovan@aol.com.

Sincerely


Martin B. Donovan
President

MBD/d



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Town of Blades, Blades Police Department		
PROJECT NAME:	Blades National Night Out		
FEDERAL TAX ID:	51-6001393	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	20 W Fourth Street		
	Blades	DE	19973
	(CITY)	(STATE)	(ZIP)
PHONE:	302-629-7366	EMAIL:	vikiprettyman@bladesde.com
CONTACT PERSON:	Vikki Prettyman		
TITLE:	Town Administrator		
ADDRESS:	20 W Fourth Street		
	Blades	DE	19973
	(CITY)	(STATE)	(ZIP)
PHONE:	302-629-7366	EMAIL:	vikiprettyman@bladesde.com

TOTAL FUNDING REQUEST: \$ 500.00

Has your organization received other grant funds from
Sussex County Government in the last year?

☒ YES ☐ NO

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

Are you seeking other sources of funding other than Sussex County Council?

☒ YES ☐ NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|---|---|
| ☐ Fair Housing | ☒ Health and Human Services | ☐ Cultural |
| ☐ Infrastructure ¹ | ☐ Other _____ | ☒ Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|---|
| ☐ Disability & Special Needs | ☐ Victims of Domestic Violence | ☐ Homeless |
| ☐ Elderly Persons | ☒ Low to Moderate Income ² | ☒ Youth |
| | ☐ Other _____ | |

BENEFICIARY NUMBER

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

500

SECTION 3: PROGRAM SCOPE

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

Blades National Night Out. Grilling and serving food to the community. Giving away t-shirts and frisbee's. To grown community relations between the police department and the citizens we are sworn to serve and protect. This is our 11th annual event. We have demonstrations from the State Police and other law enforcement and state agencies.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$ 3,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Food, serving supplies, t-shirts, frisbees, printing materials, banner printing	-3000.00
TOTAL EXPENDITURES	-\$ 3,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

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

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.


Vikki Prettyman, Town Administrator

Applicant/Authorized Official

7/11/2016

DATE



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	<u>Greater Millsboro Chamber of Commerce</u>		
PROJECT NAME:	<u>Boro Bash</u>		
FEDERAL TAX ID:	<u>51-0270976</u>	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	<u>P.O. Box 187</u>		
	<u>102 Washington Street Suite L</u>		
	<u>Millsboro</u> (CITY)	<u>DE</u> (STATE)	<u>19966</u> (ZIP)
PHONE:	<u>302-934-6777</u>	EMAIL:	<u>info@millsborochamber.com</u>
CONTACT PERSON:	<u>Amy Simmons</u>		
TITLE:	<u>Executive Director</u>		
ADDRESS:	<u>P.O. Box 187 / 102 Washington Street Suite L</u>		
	<u>Millsboro</u> (CITY)	<u>DE</u> (STATE)	<u>19966</u> (ZIP)
PHONE:	<u>302-934-6777</u>	EMAIL:	<u>amy@millsborochamber.com</u>

TOTAL FUNDING REQUEST: \$2000

Has your organization received other grant funds from
Sussex County Government in the last year?

☐ YES ☒ NO

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

Are you seeking other sources of funding other than Sussex County Council?

☒ YES ☐ NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--|
| ☐ Fair Housing | ☐ Health and Human Services | ☒ Cultural |
| ☐ Infrastructure ¹ | ☐ Other _____ | ☐ Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|-----------------------------------|
| ☐ Disability & Special Needs | ☐ Victims of Domestic Violence | ☐ Homeless |
| ☐ Elderly Persons | ☐ Low to Moderate Income ² | ☐ Youth |
| | ☐ Other _____ | |

BENEFICIARY NUMBER

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

SECTION 3: PROGRAM SCOPE

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

The Greater Millsboro Chamber of Commerce holds the Baro Bash each September. The date for the event this year is Saturday, September 17th. It is a day full of activities for all ages including this year a Jeep/Truck show. There is an area designated for younger children and then there are plenty of things for the older kids & adults to do from minigolf, & the Redneck Challenge to bump n' play. We have some of the best musical talent in the area for people to enjoy too. This event also serves our efforts to pull tourist in from 50 plus miles away for Southern Delaware Tourism and to showcase Millsboro as a family friendly destination to visit or live.

Putting on an event this size takes a lot of planning and funds that without sponsorships we could not do. We have not in the 4 years of the event made enough money to give to a benefactor in the Town but it is our hope that this will be the year that we could give back in some way to a local charity.

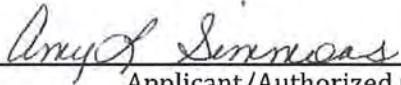
SECTION 4: BUDGET

REVENUE		
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)		
TOTAL REVENUES		20,000
EXPENDITURES		
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)		
Musical Entertainment		7600.00
Advertising		6000.00
Kidz Korner		2500.00
Tents & Seating		2000.00
Insurance		1000.00
Trash & Porta Potties		1000.00
TOTAL EXPENDITURES		20,100 \$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION		approx 100 \$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Greater Millsboro Chamber of Commerce agrees that:
(Name of Organization)

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.


 Applicant/Authorized Official

7/6/16
 DATE



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Laurel Police Department		
PROJECT NAME:	K-9 Program for the Laurel Police Department		
FEDERAL TAX ID:	51-6000168	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	205 Mechanic Street		
	Laurel	DE	19956
	(CITY)	(STATE)	(ZIP)
PHONE:	302-875-2244	EMAIL:	danny.wright@cj.state.de.us
CONTACT PERSON:	Dan Wright		
TITLE:	Chief		
ADDRESS:	SAME AS ABOVE		
	(CITY)	(STATE)	(ZIP)
PHONE:	302-875-2243	EMAIL:	danny.wright@cj.state.de.us

TOTAL FUNDING REQUEST: \$ 10,000.00

Has your organization received other grant funds from
Sussex County Government in the last year?

☒ YES ☐ NO

If YES, how much was received in the last 12 months? \$ 25,000.00

Are you seeking other sources of funding other than Sussex County Council?

☒ YES ☐ NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 50%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--------------------------------------|
| ☐ Fair Housing | ☐ Health and Human Services | ☐ Cultural |
| ☐ Infrastructure ¹ | ☒ Other <u>K-9 program</u> | ☐ Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|---|
| ☐ Disability & Special Needs | ☐ Victims of Domestic Violence | ☐ Homeless |
| ☒ Elderly Persons | ☐ Low to Moderate Income ² | ☒ Youth |
| | ☒ Other <u>Schools and society</u> | |

BENEFICIARY NUMBER

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

Town of Laurel

SECTION 3: PROGRAM SCOPE

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

The Laurel Police Department is trying to establish a K-9 Program to better service the citizens and schools of the town. Laurel Police Department is seeking to purchase two K-9's for the department. This grant would allow us to successfully fulfill half of our desired K-9 force. The money would be utilized to purchase and train a dual purpose patrol and explosive detecting K-9. The utilization of a explosive detecting K-9 would be huge. Utilization of this K-9 would greatly assist the Laurel School District especially while school is in session. Laurel police department would be able to initiate a sweep of the Laurel school in question. This would greatly speed up the down time created by bomb threats the school received. In the past our police department has had to wait for assistance from other agencies. The K-9 would be able to assist with tracking subjects not only those who have committed crimes but the K-9 would be utilized when dealing with the elder with Alzheimer's and dementia issues and young children who wonder off and become lost.

Green dual purpose dog	\$6500.00
Vehicle kennel	\$ 2149.99
Vehicle heat alarm and door pop	\$979.00
Installations	\$500.00

Green dog pricing is from Ventosa Kennels in North Carolina.

Vehicle kennel for Dodge Charger, heat alarm and door popper are from Ray Allen products.

Installations is an approx. for labor cost for installing heat alarm.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$ 0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Veterinarian fee approximate per a year	\$5000.00
Food a year approximately 100.00 a month	1200.00
grooming 50.00 every other month	300.00
TOTAL EXPENDITURES	\$ 6,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 6,500.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Laurel Police Department agrees that:
(Name of Organization)

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.

Chief Dan Wright

Applicant/Authorized Official

07/11/2016

DATE



Laurel Police Department

P.O. Box 622
Laurel, DE 19956
302-875-2244 Fax 302-875-7376

Corporal Jared Haddock
C Shift Supervisor

TO: Michael H. Vincent

FROM: Cpl. Jared Haddock

DATE: 07.06.16

RE: Laurel Police Canine Program

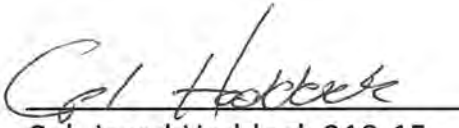
Mr. Vincent,

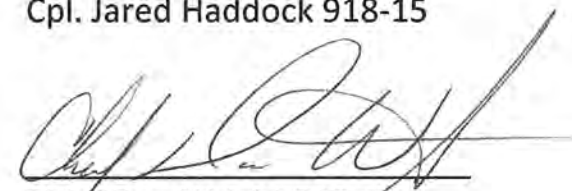
I am sending this letter of request on behalf of the Laurel Police Department and Chief Dan Wright. We are currently starting the canine program back at the Laurel Police Department and seeking some financial assistance from the Sussex County Council.

The police department had great success with the last two canines in the Town of Laurel. These canines proved to be an asset for not only the police department, but also for the citizens of the Town of Laurel and surrounding areas. We are able to better serve our town when we do not have to rely on an outside agency for the use of a canine.

The total cost of one canine unit to get started is in close proximity of \$10,000.00. Any donation from the Council would be a blessing for our town.

Contact information for Chief Wright is Danny.Wright@cj.state.de.us or 302-381-3912.


Cpl. Jared Haddock 918-15


Chief Dan Wright 918-1



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Autism Delaware		
PROJECT NAME:	Autism Delaware Summer Camp		
FEDERAL TAX ID:	20-2110190	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	924 Old Harmony Road		
	Suite 201		
	Newark	DE	199713
	(CITY)	(STATE)	(ZIP)
PHONE:	302-644-3410	EMAIL:	Dafne.Carnright@delautism.org
CONTACT PERSON:	Dafne Carnright / Melissa Martin		
TITLE:	Family Service Coordinator / POW&R Asst Director		
ADDRESS:	17517 Nassau Common Blvd Unit 1		
	Lewes	DE	19958
	(CITY)	(STATE)	(ZIP)
PHONE:	302-644-3410	EMAIL:	Dafne.Carnright@delautism.org

TOTAL FUNDING REQUEST: \$ 5,000.00

Has your organization received other grant funds from
Sussex County Government in the last year?

☒ YES ☐ NO

If YES, how much was received in the last 12 months? \$ 1,000.00

Are you seeking other sources of funding other than Sussex County Council?

☒ YES ☐ NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--------------------------------------|
| ☐ Fair Housing | ☐ Health and Human Services | ☐ Cultural |
| ☐ Infrastructure ¹ | ☒ Other <u>Special Needs Summer Camp</u> | ☐ Educational |

BENEFICIARY CATEGORY

- | | | |
|--|--|-----------------------------------|
| ☒ Disability & Special Needs | ☐ Victims of Domestic Violence | ☐ Homeless |
| ☐ Elderly Persons | ☐ Low to Moderate Income ² | ☐ Youth |
| | ☐ Other _____ | |

BENEFICIARY NUMBER

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

30

SECTION 3: PROGRAM SCOPE

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

Autism Delaware's Summer Beach camp, held at the Children's Beach House in Lewes, is designed to provide a traditional summer day camp experience with necessary supports from staff who understand the special needs of youth with autism spectrum disorder (ASD). Youth with ASD struggle with deficits in communication, social interactions, sensory differences, and challenging behaviors. So many times, due to their unique and specialized needs, youth with ASD are not able to successfully enjoy a typical summer camp experience at local community camps. Our goal for our summer camp is to help youth with ASD have a fun and successful summer camp experience exploring both new and familiar activities, building new peer relationships, building self-esteem, and making steps towards independence. Our camp is specially designed for youth with ASD, including supports such as PECS (the picture exchange communication system), careful planning to create the right structured environment, modifications to activities, specially trained staff, and the use of individualized positive reinforcement of desired behaviors.

Families with children with ASD often do not get a break from caregiving because their child requires specialized care, which is difficult to find and fund. Our summer camp provides the opportunity for some much needed respite for families. Parents drop off their children at 9 am and pick them up at 4pm and can feel confident that their child is effectively supported during the day at camp. We have space for 30 youth with ASD, from grade 3 up through and including age 17. Camp draws campers from all Council districts across Sussex County.

Our camp program is highly structured and filled with new adventures within a repeating schedule. Activities include kayaking, sailing, swimming at the beach, low ropes course, arts and crafts, swimming in the pool, and more! Throughout each activity, emphasis is put on communication, social skills, and building self-esteem. We use a "Challenge by Choice" approach throughout camp activities, meaning that we encourage campers to try new things, but never force them into an activity. Emotional and physical safety are always our priority.

Program staff include teachers, paraprofessionals and therapists with autism training and experience, and Children's Beach House Camp Counselors, allowing for a low staff to camper ratio. For many of the Beach Campers this event is the highlight of their year and may be the only summer camping experience that meets their unique needs through specialized supports.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$ 10,100.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Autism Delaware Staff Time:	-9500.00
Camp Scholarships	-3000.00
Children's Beach House Staff & Rental:	-10800.00
Camp Coordinator (1)	-1755.00
Camp Assistants (2)	-1584.00
Team Leaders (6)	-7789.00
Miscellaneous supplies	-1250.00
TOTAL EXPENDITURES	-\$ 35,678.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	(\$ 25,578.00)

SECTION 5: STATEMENT OF ASSURANCES

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

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.

Melissa Martin

Applicant/Authorized Official

6/23/16

DATE



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	TRAP POND PARTNERS, INC.		
PROJECT NAME:	HEALTHY KIDS DAY 2016		
FEDERAL TAX ID:	61-1492195	NON-PROFIT:	☒ YES ☐ NO
ADDRESS:	33587 Baldcypress Lane		
	Laurel	Delaware	19956
	(CITY)	(STATE)	(ZIP)
PHONE:	302-875-5163	EMAIL:	celticrootsindelaware@gmail.com
CONTACT PERSON:	Marilyn O'Neal		
TITLE:	Treasurer		
ADDRESS:	24443 Beaver Dam Drive		
	(CITY)	(STATE)	(ZIP)
PHONE:	Seaford	EMAIL:	celticrootsindelaware@gmail.com

TOTAL FUNDING REQUEST: \$ 1,000.00

Has your organization received other grant funds from
Sussex County Government in the last year?

☒ YES ☐ NO

If YES, how much was received in the last 12 months? \$ 1,000.00

Are you seeking other sources of funding other than Sussex County Council?

☒ YES ☐ NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 41%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- ☐ Fair Housing
☐ Infrastructure¹

- ☒ Health and Human Services
☒ Other Environmental

- ☐ Cultural
☒ Educational

BENEFICIARY CATEGORY

- ☐ Disability & Special Needs
☐ Elderly Persons

- ☐ Victims of Domestic Violence
☐ Low to Moderate Income²
☐ Other _____

- ☐ Homeless
☒ Youth

BENEFICIARY NUMBER

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

1033

SECTION 3: PROGRAM SCOPE

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

The Healthy Kids Day program promotes children visiting Trap Pond State Park to learn about the park, participate in outdoor activities and learn about healthy living. The goal is to educate kids in making healthy and active life choices and to spread the word about all the places they can go to do so. Everybody can play a role in promoting health and active lifestyles.

This year, 1,033 fourth graders participated from eight different schools in Sussex County. They came from Cape Henlopen, Indian River, Laurel, Seaford and Woodbridge school districts. Several of the students expressed that they really enjoyed just being at Trap Pond State Park.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$ 1,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing, telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Supplies	-40
Nutrition Magician	-1000
Bussing	-785
Porta potties	-210
Lunch	-418
TOTAL EXPENDITURES	-\$ 2,453.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	(\$ 1,453.00)

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Trap Pond Partners, Inc. agrees that:
(Name of Organization)

- 1) All expenditures must have adequate documentation.
- 2) All accounting records and supporting documentation shall be available for inspection by Sussex County Government by request.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Human Service Grant funds.
- 4) All statements made in this funding request are accurate.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.

Trap Pond Partners, Inc./ Marilyn C. O'Neal, Treasurer

Applicant/Authorized Official

July 10, 2016

DATE



Trap Pond Partners
33587 Baldcypress Lane
Laurel, DE 19956
www.TrapPondPartners.com

June 21, 2016

President Mike Vincent

Sussex County Council

2 The Circle, Box 589

Georgetown, DE. 19956

Dear President Vincent and Council Members,

Each year, Trap Pond State Park holds a "Healthy Kids Day" to provide a means for school children to enjoy healthy activities outdoors. The Park draws from all Sussex County school districts including Laurel, Cape Henlopen, Woodbridge, Delmar, Seaford and Indian River.

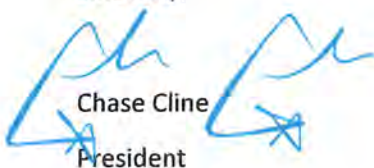
This year, there were 1,000 students that came to the park and enjoyed field games, face/hand painting, the Nutrition Magician and Master Gardener. They also learned about survival, met with the State Police and learned about alpacas. The kids really enjoyed just being outside in the park.

The event costs approximately \$3,500 to present. Each year, the Council has given a generous donation of \$1,000 to Trap Pond Partners to help defray costs. All monies go to the event. Trap Pond Partners is a not-for-profit 501C(3) organization. Although we were remiss in contacting the Council prior to the event, we are asking if you could continue your support to aid the Park with the financial responsibility for this year's event that took place June 2nd. This helps cover food, programs and other miscellaneous costs.

Trap Pond Partners want to thank the Council for understanding the importance of getting kids outdoors and for them to realize the value of our state parks. We truly believe this allows some children an opportunity they may not have otherwise and strengthens others in their enjoyment of our precious natural resources.

Thanks for all you do. Call me if you have any questions (302-864-5555).

Sincerely,



Chase Cline
President

Introduced 07/19/16

**Council District No. 3 – Deaver
Tax I.D. No. 330-8.00-46.00 (Part of)
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PRIVATE AIRPORT WITH LANDING FIELD WITH TIE-DOWN AND PARKING AREA TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.7 ACRES, MORE OR LESS

WHEREAS, on the 19th day of October 2015, a conditional use application, denominated Conditional Use No. 2055 was filed on behalf of Jeffrey Allen Chorman and Molly Murphy Chorman; 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 Conditional Use No. 2055 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 determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2055 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying on the southerly right-of-way of Mills Road (Road 205) 0.95 mile southeast of Cedar Neck Road (Road 206) and being more particularly described as follows:

BEGINNING at a point on the southerly right-of-way of Mills Road (Road 205) 0.95 miles southeast of Cedar Neck Road (Road 206), a corner for this subject leased land and lands, now or formerly, of Jeff and Molly Chorman; thence South 87°21'42" East 39.33 feet along the southerly right-of-way of Mills Road to a point; thence by and with a meandering lease boundary across lands of Sharp Farms Limited Partnership, the following seven (7) courses:

North 79°52'50" East 8.98 feet to a point;

South 06°41'32" West 15.03 feet to a point;

South 79°24'14" East 2,375.79 feet to a point;

South 10°35'46" West 90.00 feet to a point;

North 79°24'14" West 2,217.08 feet to a point;

South 06°41'32" West 150.00 feet to a point; and

North 83°78'28" West 200.00 feet to a point on a corner for lands of the aforementioned Chorman lands; thence North 06°41'32" East 260.50 feet along the aforementioned Chorman lands to the point and place of beginning, said leased parcel containing 5.7 acres, more or less, per survey/site plan prepared by Transition Engineering Surveying, LLC.

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

Introduced 07/19/16

**Council District No. 2 – Wilson
Tax I.D. No. 330-15.00-20.01
911 Address: 7411 Marshall Street, Lincoln**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN OFFICE, STORAGE OF VEHICLES AND EQUIPMENT AND REPAIR OF EQUIPMENT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.06 ACRES, MORE OR LESS

WHEREAS, on the 23rd day of June 2016, a conditional use application, denominated Conditional Use No. 2056 was filed on behalf of Raynol E. Garcia; 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 Conditional Use No. 2056 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 determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2056 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying east of Marshall Street (Road 225) 2,800 feet north of Johnson Road (Road 207) and being more particularly described in Deed Book 4488, Page 69, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 1.06 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.

To Be Introduced 0719/16

**Council District No. 2 - Wilson
Tax Map I.D. No. 530-14.00-21.00
911 Address: 14392 Sussex Highway, Bridgeville**

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 NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 3.034 ACRES, MORE OR LESS

WHEREAS, on the 17th day of June 2016, a zoning application, denominated Change of Zone No. 1806 was filed on behalf of WYWJ Ventures, LLC; 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. 1806 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 [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Northwest Fork Hundred, Sussex County, Delaware, and lying west of Sussex Highway (U.S. Route 13), 950 feet south of Adams Road (Road 600) and being more particularly described, as follows:

BEGINNING at a point on the westerly right-of-way of Sussex Highway (U.S. Route 13), a corner for these lands and lands, now or formerly, of Cindy K. Perez; thence South 13°35'00" West 194.42 feet along the westerly right-of-way of Sussex Highway

to a point, a corner for lands, now or formerly, of the International Brotherhood of Electrical Workers Local Union 126; thence North 76°12'00" West 641.69 feet along said Local Union lands to a point in centerline of Grubby Neck Main Tax Ditch; thence North 10°22'31" West 210.10 feet along the centerline of said Tax Ditch to a point; thence South 76°25'00" East 727.00 feet along lands, now or formerly, of Cindy K. Perez to the point and place of beginning and containing 3.034 acres, more or less, as surveyed by Miller Lewis, Inc.

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

TO BE INTRODUCED

To Be Introduced 0719/16

**Council District No. 1 - Vincent
Tax Map I.D. No. 131-19.00-4.00
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 8.0475 ACRES, MORE OR LESS

WHEREAS, on the 17th day of June 2016, a zoning application, denominated Change of Zone No. 1807 was filed on behalf of WYWJ Ventures, LLC; 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. 1807 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 [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Northwest Fork Hundred, Sussex County, Delaware, and lying west of Sussex Highway (U.S. Route 13), 2,110 feet north of Cannon Road (Route 18) and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way of Sussex Highway (U.S. Route 13), 2,110 feet north of Cannon Road (Route 18) a corner for these subject lands and lands, now or formerly, of FDPN Management, LLC; thence South 78°46'29" West 698.44 feet along said FDPN Management, LLC lands to a point; thence North 10°49'58" West 459.96 feet along lands, now or formerly, of Joe C. and Toni Johnson to a point; thence North 81°00'11" East 871.90 feet along lands, now or formerly, of Jeffrey Lui to a point on the westerly right-of-way of Sussex Highway; thence southerly 461.06 feet along the westerly right-of-way of Sussex Highway to the point and place of beginning and containing 8.0475 acres, more or less, per survey by Miller Lewis, Inc.

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

TO BE INTRODUCED

To Be Introduced 0719/16

Council District No. 3 - Deaver

Tax Map I.D. No. 235-30.00-63.00 and 63.01

911 Address: 26526 Lewes Georgetown Highway, Harbeson

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 BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.9192 ACRES, MORE OR LESS

WHEREAS, on the 20th day of June 2016, a zoning application, denominated Change of Zone No. 1808 was filed on behalf of William T. Peden III; 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. 1808 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 [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying south of Lewes Georgetown Highway (Route 9) 800 feet east of Harbeson Road (Route 5) and being more particularly described in Deed Book 3104, Page 134, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 1.9192 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.

PUBLIC HEARINGS
July 19, 2016

This is to certify that on June 9, 2016 the Sussex County Planning and Zoning Commission conducted public hearings on the below listed applications for 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.

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.

C/U #2051 – Dale Thaxton

An Ordinance to grant a Conditional Use of land in a GR (General Residential District) for a computer repair business located on a certain parcel of land lying and being in Indian River Hundred, Sussex County, containing 0.236 acre, more or less. The property is located east of Camp Arrowhead Road (Road 279) southwest of Cypress Drive 125 feet northwest of Maple Lane and being Lot 50, Angola Park Subdivision. (911 Address: 22874 Cypress Drive, Lewes). Tax Map I.D. 234-12.14-54.00.

The Commission found that the applicant provided a copy of the survey/site plan of the property with his application filed on March 31, 2016. The survey/site plan depicts all of the improvements on the property.

The Commission found that DelDOT provided comments on March 31, 2016 in the form of a Support Facilities Report referencing that a Traffic Impact Study is not recommended and that the current Level of Service “E” of Camp Arrowhead Road will not change as a result of this application.

The Commission found that the Sussex County Engineering Department Utility Planning Division provided comments on June 7, 2016 in the form of a memorandum referencing that that property is located in the Angola Neck Sanitary Sewer District; that wastewater capacity is available for the project; that the current System Connection Charge Rate is \$5,775.00 per equivalent dwelling unit (EDU); that a 6-inch sewer lateral has been extended to the parcel’s property line on Cypress Drive; that conformity to the North Coastal Planning Study will be

required; that the residence is connected to the sanitary sewer system; and that a concept plan is not required.

Mr. Lank reminded the Commission that they had previously received a memorandum, dated June 1, 2016, with a staff analysis on this application.

The Commission found that a letter was received from Paul and July Mangini in opposition to this application and expressing concerns that the applicant has already been operating the business for almost one year; that customers have been using the private streets in Angola Park to conduct business at the residence; that the customers are not helping to maintain the private streets that are already in deplorable condition; that the applicant makes no attempt to maintain the street section in front of his residence; that customers are parking in neighboring driveways; that the property is within a residential subdivision and is not commercial; that there is a fear that a precedent may be set for additional applications; that their property rights as well as their quality of life needs to be considered first; suggesting that the applicant make house calls and not have customers coming to this residence; and requests that the application be denied.

The Commission found that Dale Thaxton was present on behalf of his application and stated in his presentation and in response to questions raised by the Commission that he has been in the computer business for 17 years; that he closed his shop on Route One; that he has been doing computer repairs at his home since August 2015; that he may have one or two customers stop by in a month; that most of his computer work is performed off-premise or he picks up a computer, takes it home, repairs it, and then delivers it back to the client; that he has no employees; that the property is improved and maintained; that some of his neighbors are here in support; that he does place bricks along his front property line to protect this property from vehicles crossing over his front yard; that he participates in the maintenance of the streets within Angola Park; that he agrees that he does live in a residential subdivision, but there are several small businesses being run out of peoples' homes, for example: lawn services, construction services, irrigation; that his business hours are from 9:00 a.m. to 4:00 p.m. five (5) days per week; that the parts removed from computers are recycled; that his neighbors, the Mangini's, have not liked him for years; and that there are no restrictive covenants in Angola Park.

The Commission found that Luther Marks, Doug Williams, and Pat and James Adkins, area residents within Angola Park were present and spoke in support of the applicant and stated that the applicant does pick up and deliver computers that he has repaired; that he has few to no customers coming to this residence; that he maintains his property; that he has been a good neighbor and helps maintain the streets; and that they have not seen any major activities on the property.

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.

Motion by Mr. Ross, seconded by Mr. Burton, and carried unanimously to defer action for further consideration. Motion carried 4 – 0.

C/U #2052 – Delaware Electric Cooperative, Inc.

An Ordinance to grant a Conditional Use of land in a C-1 (General Commercial District) for a public utility located on a certain parcel of land lying and being in Northwest Fork Hundred, Sussex County, containing 20.48 acres, more or less. The property is located west of Sussex Highway (U.S. Route 13) north of Adams Road (Road 583) and east of Cart Branch Road (Road 583A). (911 Address: 14198 Sussex Highway, Greenwood). Tax Map I.D. 530-14.00-13.00, 14.00, 16.00 and 18.01.

The Commission found that the applicants submitted their application on April 18, 2016 and included with their application surveys, topographic surveys and site plans; and that on May 31, 2016 provided an Exhibit Booklet. The Exhibit Booklet contains a descriptive cover letter, photographs of warehouses, a preliminary floor plan for proposed warehousing, a tax map of the general area, an aerial photograph, a conceptual site plan for the expansion of the facility, and two conceptual street view of the site depicting the warehousing.

The Commission found that DelDOT provided comments in the form of a letter and Support Facilities Report, dated March 2, 2016, and referencing that the site is located in the Department's Corridor Capacity Preservation Program; that the main goal of the Program is to maintain the capacity of the existing highway; that the property is located in a Level 2 Investment Area according to the State Strategies where State policies will promote efficient and orderly development; that given that the land is already developed, the applicant can retain use of the existing entrances along U.S. Route 13; that entrance improvements may be required to accommodate the increase in number of trips due to the proposed site.

The Commission found that the County Engineering Department Utility Planning Division provided comments on June 7, 2016 in the form of a memorandum referencing that the site is located in the Western Sussex Planning Area #1; that a private septic system is required; that conformity to the Western Sussex Planning Study will be required; that the proposed use is not in an area where the County has a schedule to provide sewer at this time; and that a concept plan is not required.

Mr. Lank reminded the Commission that they had previously received a memorandum, dated June 1, 2016, from Janelle Cornwell with a staff analysis on this application.

Mr. Lank advised the Commission that the Department has not received any letters or email for or against this application to date.

The Commission found that Terry Jaywork, Esquire of Hudson, Jones, Jaywork, and Fisher, P.A., was present on behalf of the Delaware Electric Cooperative, Inc., described the intent of the application through a Power Point presentation, and stated in his presentation and in response to questions raised by the Commission that the Cooperative is proposing a 20,000 + square foot warehousing expansion on the site; that they intend to combine all of the parcels into one parcel; that the property is zoned C-1 General Commercial; described the history of the site referencing the existing offices, repair shops, storage facilities, transformer storage, wire sheds, open pole storage, employee and customer parking areas, and work vehicles parking areas; that the

property to the north is also zoned C-1 General Commercial; that that main access and work truck access are on U.S. Route 13; that secondary access exists on both Adams Road and Cart Branch Road; that there are some wetlands on the northerly end of the property and that the wetlands have been delineated and will be left undisturbed; that a couple of their building encroach into the setbacks from Cart Branch Road due to changes in the setback requirements; that the majority of the outdoor storage of equipment will be moved indoors when the warehousing is constructed; that property to the west of Cart Branch Road is owned by the Cooperative, but is not a part of this application; and that no additional signage is intended.

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.

Mr. Burton stated that he would move that the Commission recommend approval of Conditional Use No. 2052 for Delaware Electric Cooperative, Inc. for a public utility based upon the record made during the public hearing and for the following reasons:

- 1) This is an expansion of the existing Delaware Electric Cooperative headquarters property. At the same time the applicant seeks to bring its entire property under a single conditional use.
- 2) The location along U.S. Route 13 is appropriate for this expansion, and the Conditional Use overlay of the rest of the Cooperative site.
- 3) The property is zoned C-1 General Commercial, which is appropriate for this type of use. There are also other C-1 General Commercial properties in the area.
- 4) The application seeks to obtain a conditional use approval for the entire property, which will enable the applicant to consolidate all of its separate parcels along U.S. Route 13 into a single parcel totaling approximately 20.48 acres.
- 5) DelDOT has no objection to the application, and has stated that the existing entrances will continue to be used.
- 6) The use as a public utility promotes the health, safety, welfare and general convenience of Sussex County and its residents.
- 7) The additional warehouse space is appropriate and necessary as a result of the growth of Sussex County and the increase in customers of the Cooperative. The Cooperative is currently exceeding its storage capacity.
- 8) The conversion of this existing use to a conditional use along with the addition of new warehousing space will not adversely affect neighboring properties or roadways.
- 9) No parties appeared in opposition to this application.

10) This recommendation is subject only to the condition that the Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Burton, seconded by Mr. Ross, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated. Motion carried 4 – 0.

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Sussex County
DELAWARE
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Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Manager
CC: Lawrence Lank, Planning Director, Vince Robertson, Assistant County Attorney
Date: June 1, 2016
RE: Staff Analysis for CU 2051 Lands of Dale Thaxton

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2051 Lands of Dale Thaxton to be reviewed during the June 9, 2016 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 234-12.14-54.00 to allow for a computer repair business. The property is 0.236 ac. +/- . The computer repair business would be located within one of the existing sheds on the property. The property is zoned GR (General Residential District).

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

The surrounding land uses to the north, south, east and west are Mixed Residential Areas and Environmentally Sensitive Developing Areas. The Mixed Residential Areas and Environmentally Sensitive Developing Areas land use designation recognizes that “the full range of housing types are appropriate in these residential areas, including single-family homes, townhomes and multi-family units. Non-residential development is not encouraged...” and that “careful mixtures of homes with light commercial and institutional uses can be appropriate to provide for convenient serves and to allow people to work close to home.”

The property is zoned GR (General Residential District). The adjacent zoning to the north, south, east and west is GR (General Residential District). The surrounding uses are single family residences. There are no known Conditional Uses in the area.

Staff has no objection to the Conditional Use to allow for a computer repair business to be operated from the residence. The proposed Conditional Use could be considered consistent with the land use in the Comprehensive Plan as the primary use of the property is residential and the business would be ancillary.



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DELAWARE
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Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Manager
CC: Lawrence Lank, Planning Director, Vince Robertson, Assistant County Attorney
Date: June 1, 2016
RE: Staff Analysis for CU 2052 Delaware Electric Cooperative, Inc.

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2052 Delaware Electric Cooperative, Inc. to be reviewed during the June 9, 2016 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcels 530-14.00-13.00, 14.00, 16.00 and 18.01 to allow for a public utility. The properties are 20.48 ac. +/- The properties are zoned C-1 (General Commercial District).

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

The surrounding land uses to the north, south and west are Developing Areas. The land use to the east across Sussex Hwy. is Highway Commercial Areas. The Developing Areas land use designation recognizes that a range of housing types are appropriate. It also recognizes that "in selected areas, commercial uses should be allowed. A variety of office uses would be appropriate in many area. Portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial parks."

The property is zoned C-1 (General Commercial District). The adjacent properties to the north and south are zoned C-1 (General Commercial District). The properties to the west are zoned C-1 (General Commercial District) and AR-1 (Agricultural Residential District). The properties to the east across Sussex Hwy. are zoned AR-1 (Agricultural Residential District). The surrounding uses are single family residences, agriculture and commercial uses. There are four Conditional Uses in the area. (CU 388 – Outdoor Market, CU 1002 – Outdoor Sales, CU 1059 – Yard Sale and CU 1115 – Auto Repair and Storage)

Staff has no objection to the Conditional Use to allow for a public utility to be operated from the location. The proposed Conditional Use could be considered consistent with the land use in the Comprehensive Plan and the surrounding uses.



Introduced 05/03/16

**Council District No. 4 – Cole
Tax I.D. No. 234-12.14-54.00
911 Address: 22874 Cypress Drive, Lewes**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A COMPUTER REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.236 ACRES, MORE OR LESS

WHEREAS, on the 31st day of March 2016, a conditional use application, denominated Conditional Use No. 2051 was filed on behalf of Dale Thaxton; 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 Conditional Use No. 2051 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 determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

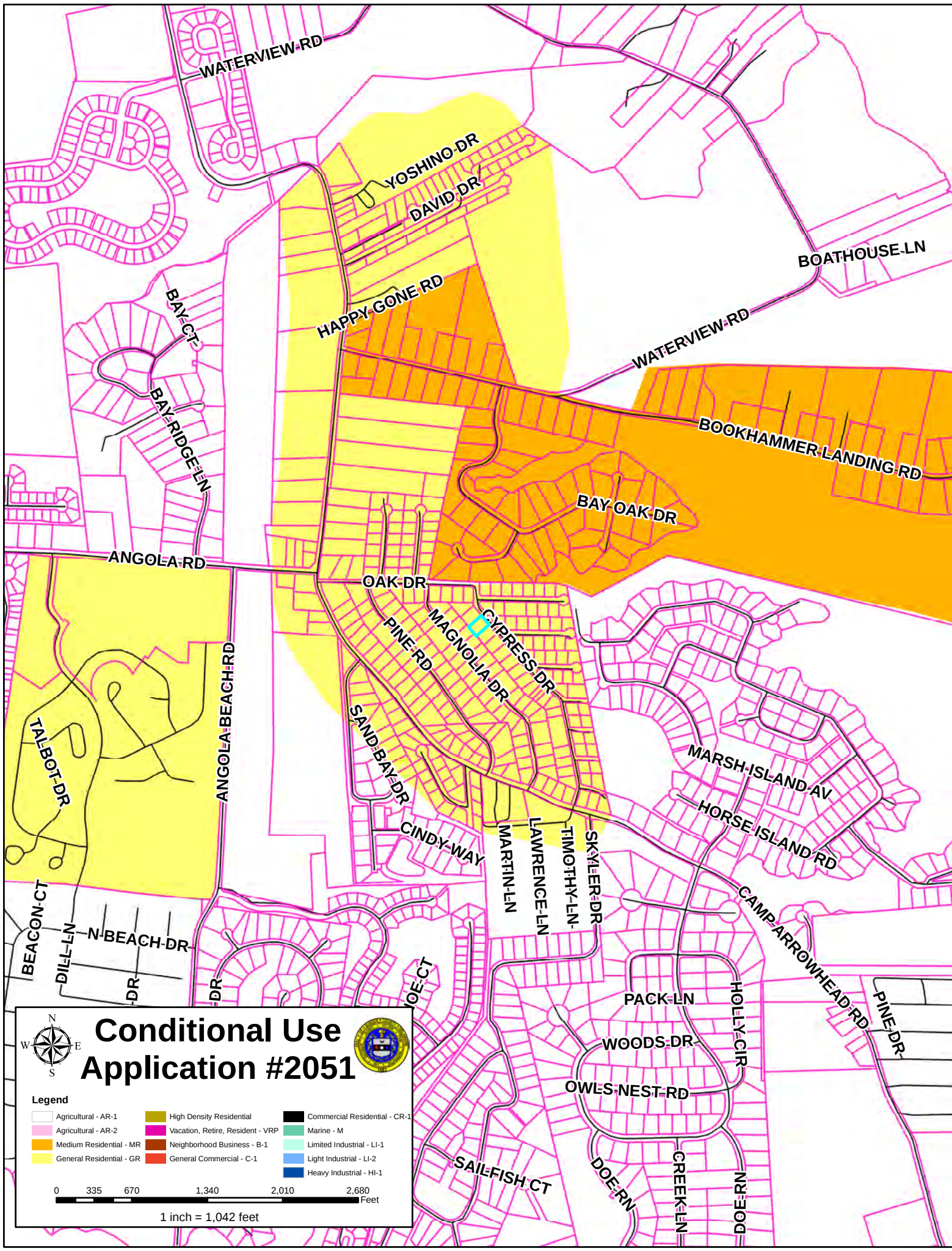
NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2051 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying east of Camp Arrowhead Road (Road 279) southwest of Cypress Drive 125 feet northwest of Maple Lane and being Lot 50, Angola Neck Park Subdivision, and being more particularly described in Deed Book 3636, Page 105, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 0.236 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.





Conditional Use Application #2051

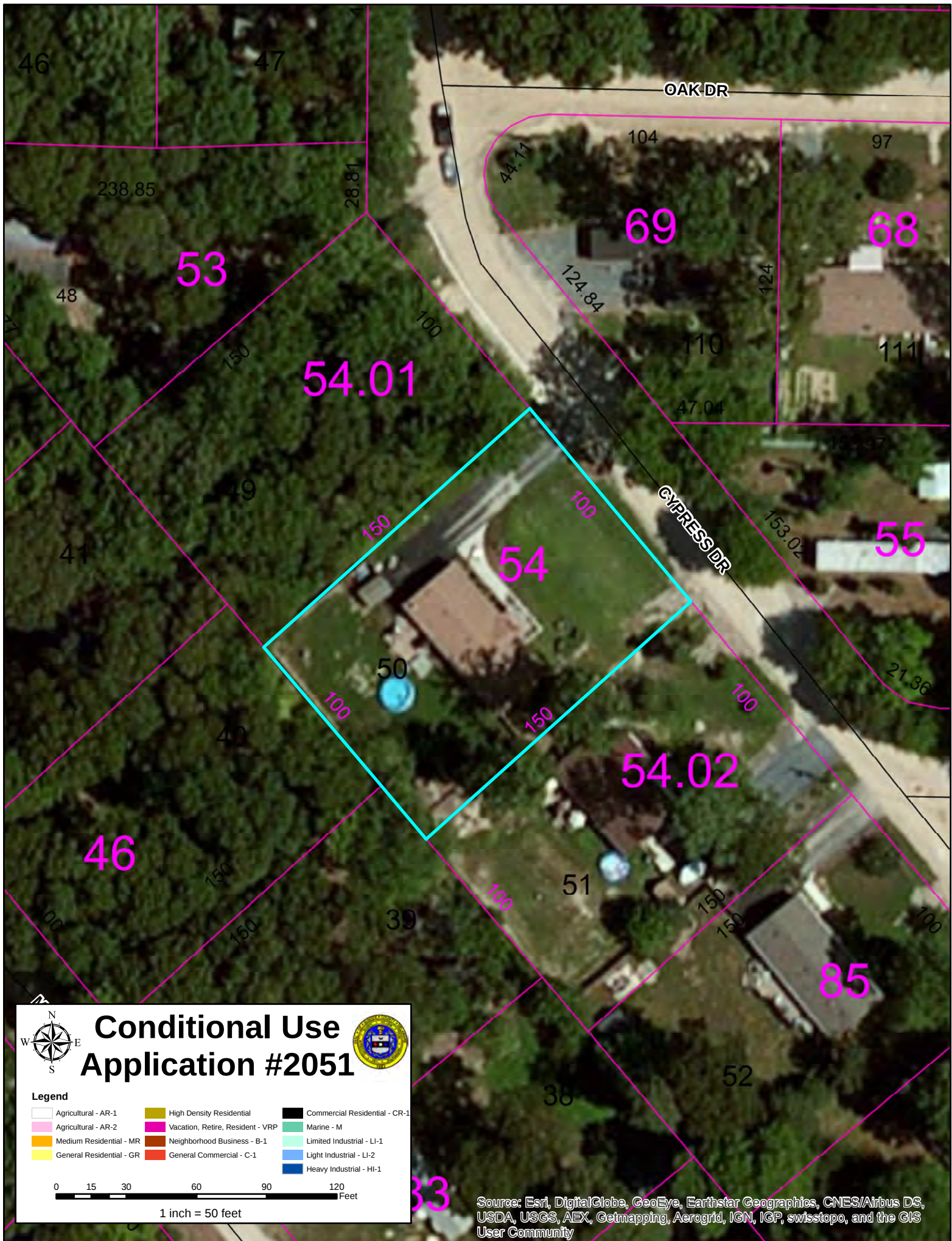


Legend

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

0 335 670 1,340 2,010 2,680 Feet

1 inch = 1,042 feet





Conditional Use Application #2051



Legend

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

0 15 30 60 90 120 Feet

1 inch = 50 feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Introduced 05/03/16

Council District No. 2 – Wilson

Tax I.D. No. 530-14.00-13.00, 14.00, 16.00 and 18.01

911 Address: 14198 Sussex Highway, Greenwood

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A PUBLIC UTILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 20.48 ACRES, MORE OR LESS

WHEREAS, on the 18th day of April 2016, a conditional use application, denominated Conditional Use No. 2052 was filed on behalf of Delaware Electric Cooperative, 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 Conditional Use No. 2052 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 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 XI, Subsection 115-79, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2052 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Northwest Fork Hundred, Sussex County, Delaware, and lying west of Sussex Highway (U.S. Route 13) north of Adams Road (Road 583) and east of Cart Branch Road (Road 583A) and being more particularly described in Deed Book 325, Page 504; Deed Book 364, Page 61; Deed Book 479, Page 384; Deed Book 1156, Page 248; and Deed Book 1779, Page 162, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 20.48 acres, more or less, within the referenced road boundaries.

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

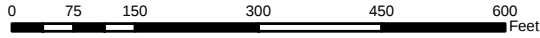


Conditional Use Application #2052

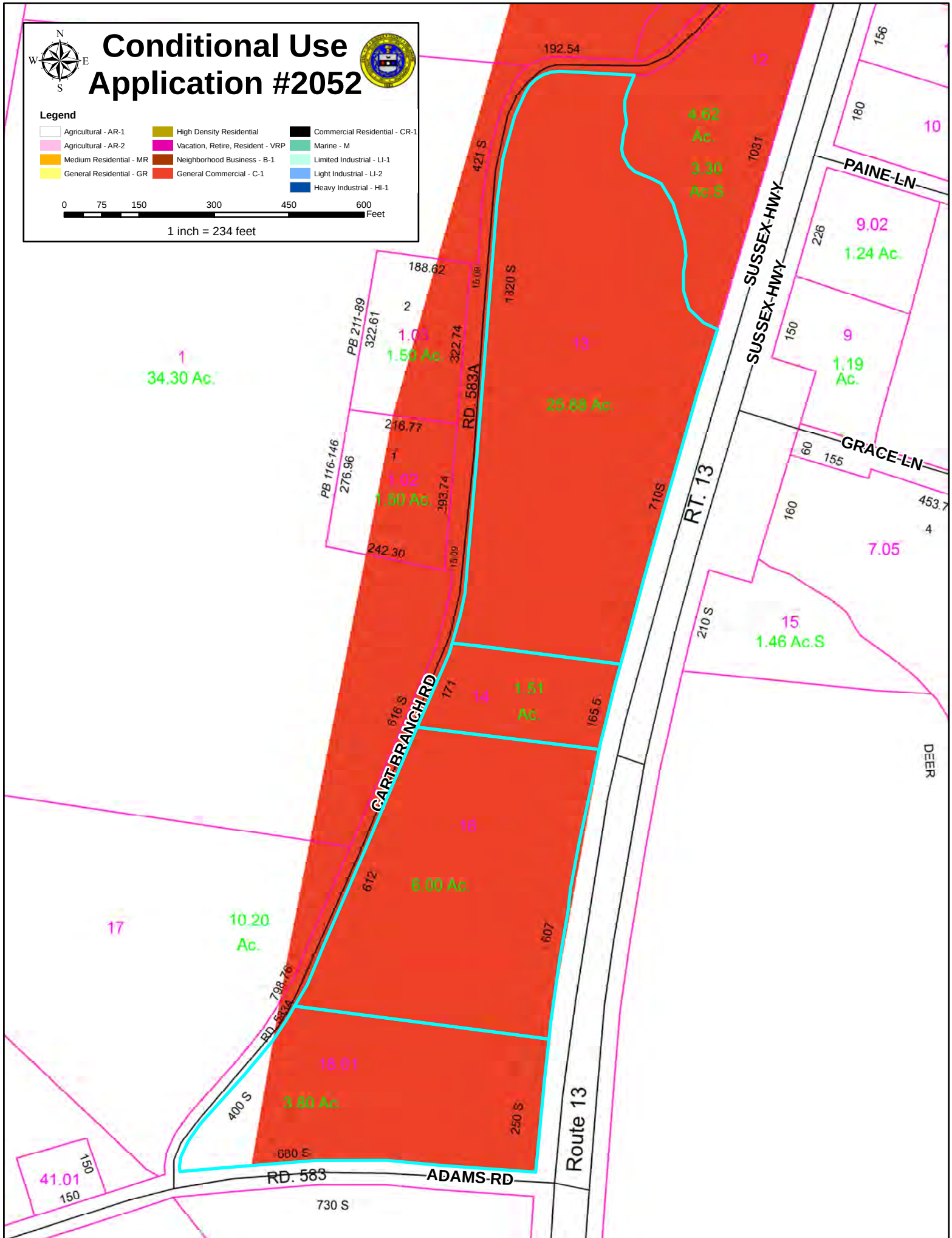


Legend

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



1 inch = 234 feet





Conditional Use Application #2052

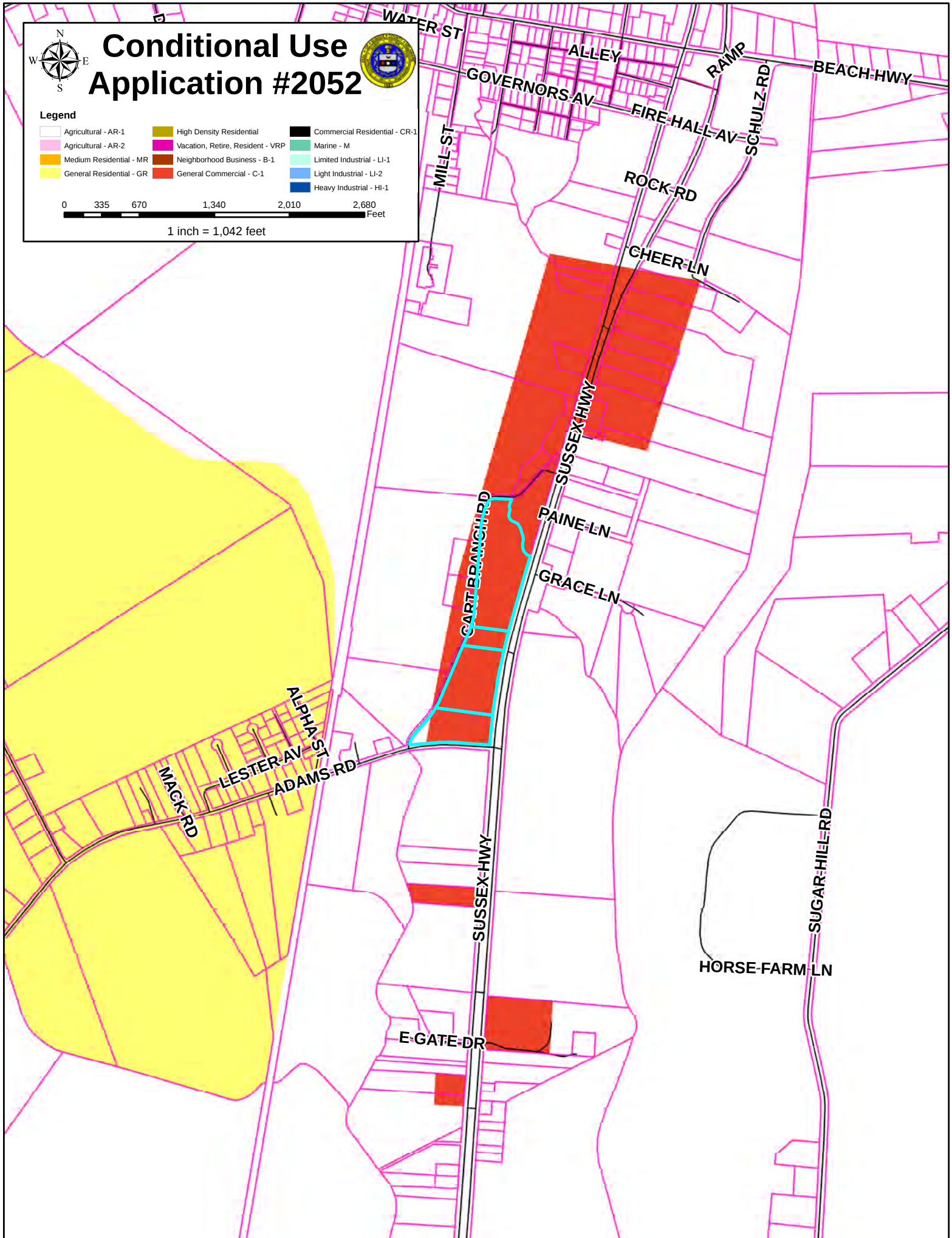


Legend

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

0 335 670 1,340 2,010 2,680 Feet

1 inch = 1,042 feet





Legend

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

A horizontal number line with tick marks at 0, 75, 150, 300, 450, and 600. The word "Feet" is written at the right end of the line.

1 inch = 234 feet



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community