



Sussex County Council Public/Media Packet

**MEETING:
October 21, 2014**

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



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Sussex County Council

AGENDA

OCTOBER 21, 2014

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Consent Agenda

1. Wastewater Agreement No. 866-4
Sussex County Project No. 81-04
Deep Valley Farm – Offsite Sanitary Sewer – Route 9
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District
2. Wastewater Agreement No. 866-5
Sussex County Project No. 81-04
Deep Valley Farm – Offsite Sanitary Sewer – Beaver Dam Road
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

Todd Lawson, County Administrator

1. Proclamation - National Friends of the Library Week
2. Planning and Zoning Commission Appointment
3. FEMA Flood Ordinance Discussion
4. Administrator's Report



Bob Stuart, Director of EMS

1. Lease Extension for Paramedic Station 105

Juel Gibbons, Project Engineer

1. Inland Bays Regional Wastewater Facility – Agricultural Lease
 - A. Bid Award

10:30 a.m. Continuation of Public Hearing

“AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I BY AMENDING THE DEFINITIONS OF “DWELLING”, “DWELLING, SINGLE FAMILY”, “DWELLING, MULTIFAMILY” AND “FAMILY”

Grant Requests

1. Town of Milton for park improvements.
2. Delaware Diamonds Gold Fastpitch Association for tournament and equipment costs.
3. Beebe Medical Foundation to sponsor the Beebe Ball fundraiser for Digital Breast Tomosynthesis (DBT)
4. Dagsboro Church of God for emergency food pantry.
5. Ellendale Open Arms Food Pantry through United Methodist Church – Ellendale.

Executive Session – Pending/Potential Litigation and Land Acquisition pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Any Additional Business Brought Before Council

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on October 14, 2014 at 4:20 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, OCTOBER 14, 2014

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 14, 2014, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
Samuel R. Wilson, Jr.	Vice President
George B. Cole	Councilman
Joan R. Deaver	Councilwoman
Vance Phillips	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
David N. Rutt	Assistant County Attorney

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 487 14
Amend
and
Approve
Agenda**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to amend the Agenda by striking "Executive Session – Pending/Potential Litigation and Land Acquisition pursuant to 29 Del. C. §10004(b)" and striking "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. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Minutes

The minutes of October 7, 2014 were approved by consent.

**Consent
Agenda**

At Mrs. Deaver's request, the items listed under the Consent Agenda were pulled for discussion and voted on individually.

**M 488 14
Approve
Wastewater
Agreement/
The
Landings
at Pepper
Creek**

A Motion was made by Mr. Wilson, seconded by Mr. Phillips, to approve Wastewater Agreement No. 516-5, for The Landings at Pepper Creek (A/K/A The Marina at Pepper's Creek) – Phase 3-3 in the Dagsboro/Frankford Sanitary Sewer District.

Motion Adopted: 5 Yeas.

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

Information/ Wastewater Agreements Mrs. Deaver noted that interested parties can obtain additional information on wastewater agreements by contacting the County Engineering Department.

M 489 14 Approve Wastewater Agreement/ The Landings at Pepper Creek A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to approve Wastewater Agreement No. 984-1 for the Coastal Club Pump Station and Force Main in the Goslee Creek Planning Area.

Motion Adopted: 5 Yeas.

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

Redden Ridge LLP Bonus Density Purchase Mr. Lawson updated the County Council on the bonus density purchase process and specifically, the Redden Ridge Subdivision bonus density purchase. Mr. Lawson reported that, on September 25, 2014, the Planning and Zoning Commission granted final record plan approval for the Redden Ridge Subdivision. This is an 85-lot cluster subdivision application. Fifteen (15) lots are part of the County's Bonus Density Program. Since the project is located in an Environmentally Sensitive Developing Area, this approval results in a \$300,000 payment to the County (\$20,000 per lot). Mr. Lawson reported that in July 2007, the County approved Ordinance No. 1920 which adds multi-family dwelling structures and townhouses as a possible Conditional Use in AR-1 Districts and defines the requirements to qualify for the density incentive. The developer applies for the density incentive as part of a Conditional Use application which would go through the regular Conditional Use hearing process. If the Conditional Use is granted, the developer would then tender the density bonus fees as set forth in Chapter 62, Article III, § 62-7 (Ordinance No. 1842). With respect to the use of the funds received, the intent is that the funds be earmarked for the purchase of open space. Prior to entering into a contract for the purchase of land or a conservation easement for open space, the Council must approve it by a 4/5th vote and ensure that the property is located in the same watershed area as land where the bonus density is located. Mr. Lawson distributed watershed boundaries maps. Mr. Lawson reported that the County has received a check in the amount of \$300,000 and the money has been deposited. With respect to the use of the funds received, the intent is that the funds will be earmarked for the purchase of open space. Sussex County controls the funds received and, at the Council's discretion, "the Sussex County Land Trust may act as a recommending body and/or partner." Sussex County Code, § 115-22 provides that the minimum amount of land "to be set aside as common space shall be 40% of the total land area included in the application and sets forth specifications regarding vegetated buffers.

The Council discussed the bonus density process and a question was raised as to the impact of the bonus density on the project.

Redden Ridge LLP Bonus Density Purchase (continued)

Lawrence Lank, Director of Planning and Zoning, reported that there is one bonus density process through multi-family and another bonus density process through subdivision. The multi-family requires a 40 percent open space and the subdivision requires 30 percent. Mr. Lank stated that the referenced project would have 70 lots, with a bonus density of 15 lots, at \$20,000 per lot.

Administrator's Report

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

1. Delaware Solid Waste Authority Reports

There were 32,039 pounds of recycled material received at the Recycle Delaware pods at the West Complex in Georgetown during the months of July, August, and September 2014. Attached are reports received for each month.

2. County Pensioner – Ralph H. West

It is with great sadness that we inform you that County pensioner Ralph West passed away on Monday, October 6, 2014. Mr. West worked for Environmental Services at the South Coastal Facility from December 1976 until his retirement in March 1985. We would like to extend our condolences to the West family.

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

Grant Requests

Mrs. Jennings presented grant requests.

M 490 14 Councilmanic Grant

A Motion was made by Mr. Cole, seconded by Mr. Phillips, to give \$1,500.00 from Mr. Cole's Councilmanic Grant Account to the Rehoboth Beach Lions Club for West Side New Beginnings' youth transportation costs.

Motion Adopted: 5 Yeas.

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

M 491 14 Councilmanic Grant

A Motion was made by Mr. Phillips, seconded by Mr. Cole, to give \$1,000.00 (\$800.00 from Mr. Phillips' Councilmanic Grant Account and \$200.00 from Mr. Cole's Councilmanic Grant Account) to the Fenwick Island Lions Club for the Selbyville Halloween Parade.

Motion Adopted: 4 Yeas, 1 Nay.

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

Grant Request Linda Draper, Manager at the Christian Storehouse, explained the services they provide to the entire County and presented their request for financial support.

M 492 14 Councilmanic Grant A Motion was made by Mr. Phillips, seconded by Mrs. Deaver, to give \$4,000.00 (\$2,000.00 from Mr. Phillips' Councilmanic Grant Account and \$500.00 each from Mr. Cole's, Mrs. Deaver's, Mr. Vincent's and Mr. Wilson's Councilmanic Grant Accounts) to the Christian Storehouse for the Community Outreach and Resource Center.

Motion Adopted: 5 Yeas.

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

Call for Recess Mr. Wilson called for a short recess.

M 493 14 Recess A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to recess.

Motion Adopted: 4 Yeas, 1 Absent.

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

M 494 14 Reconvene A Motion was made by Mr. Wilson, seconded by Mr. Phillips to reconvene.

Motion Adopted: 5 Yeas.

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

Public Hearing Rules David Rutt, Assistant County Attorney, read the Rules of Procedure for Public Hearings.

Public Hearing/ Goslee Creek Expansion Areas No. 1, 2 & 3 A Public Hearing was held to consider extending the boundary of the West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District to include the Goslee Creek Planning Area (Annexation Areas #1, #2, and #3). John Ashman, Director of Utility Planning, explained that this request is divided into three annexation areas. Annexation Area 1 includes the Coastal Club project and Cape Henlopen Lodge #25401. Annexation Area 2 includes the proposed project of Saddle Ridge, proposed Delaware State Police Troop 7, proposed school, proposed campground, and adjoining land of Townsend. Annexation Area 3 includes the proposed subdivision of Red Clover Walk. Mr. Ashman reported that notices were posted and advertised; to date, no comments have been received in opposition of the proposed expansions; however, a letter has been received from the Elks Lodge expressing their

**Public Hearing/
Goslee Creek
Expansion
Areas No.
1, 2 & 3
(continued)**

desire to be connected to central sewer. Mr. Ashman reported that some contacts were received from existing communities that are located outside of the proposed expansion but within the Goslee Creek Planning Area. He noted, however, that while infrastructure will be sized to serve them, there are no imminent plans to extend the boundary to include these communities.

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

**M 495 14
Adopt
R 010 14**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to Adopt Resolution No. R 010 14 entitled “A RESOLUTION TO EXTEND THE BOUNDARY OF THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT TO INCLUDE GOSLEE CREEK PLANNING AREA #1, PARCELS ALONG CR 285 (BEAVER DAM ROAD) INCLUDING BUT NOT LIMITED TO THE COASTAL CLUB & ELKS LODGE #2540, BEING SITUATE IN SUSSEX COUNTY, DELAWARE”.

Motion Adopted: 5 Yeas.

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

**M 496 14
Adopt
R 011 14**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to Adopt Resolution No. R 011 14 entitled “A RESOLUTION TO EXTEND THE BOUNDARY OF THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT TO INCLUDE GOSLEE CREEK PLANNING AREA #2, PARCELS ALONG CEDAR GROVE ROAD, MULBERRY KNOLL ROAD & SR 24 (JOHN J. WILLIAMS HIGHWAY), BEING SITUATE IN SUSSEX COUNTY, DELAWARE”.

Motion Adopted: 5 Yeas.

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

**M 497 14
Adopt
R 012 14**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to Adopt Resolution No. R 012 14 entitled “A RESOLUTION TO EXTEND THE BOUNDARY OF THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT TO INCLUDE GOSLEE CREEK PLANNING AREA #3, PARCELS 334-6.00-551.01 & 552.00, BEING SITUATE IN SUSSEX COUNTY, DELAWARE”.

Motion Adopted: 5 Yeas.

**M 497 14
(continued)** **Vote by Roll Call:** **Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Additional
Business** **Under Additional Business, Dan Kramer commented on the salary of the
new Economic Development Director and the salaries of other County
employees.**

**M 498 14
Recess** **At 11:18 a.m., a Motion was made by Mrs. Deaver, seconded by Mr.
Phillips, to recess until 1:30 p.m.**

Motion Adopted: **5 Yeas.**

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

**M 499 14
Reconvene** **A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to reconvene
at 1:32 p.m.**

Motion Adopted: **5 Yeas.**

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

**Public
Hearing
Rules** **David Rutt, Assistant County Attorney, read the Rules of Procedure for
Public Hearings.**

**C/U 1994/
Applicant
Not
Present** **Lawrence Lank, Director of Planning and Zoning, announced that the
Applicant (Robert Wilkerson) for the first application (Conditional Use No.
1994) was not in attendance. The Council decided to move to the next
application on the agenda.**

**Public
Hearing/
CU 1995** **A Public Hearing was held on the Proposed Ordinance entitled “AN
ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN
AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN
EXCAVATING COMPANY STORAGE OF EQUIPMENT AND OFFICE
TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND
BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY,
CONTAINING 5.34 ACRES, MORE OR LESS” (Conditional Use No.
1995) filed on behalf of Adele H. Fluharty.**

**The Planning and Zoning Commission held a Public Hearing on this
application on August 21, 2014 at which time action was deferred. On
September 11, 2014, the Commission recommended that the application be
approved with the following conditions:**

**Public
Hearing/
CU 1995
(continued)**

- A. The use shall be limited to the existing structures on the property. No additional structures shall be permitted.
- B. All entrances and roadway improvements shall be subject to DelDOT approvals.
- C. There shall not be any permanent outside storage of junked or inoperable vehicles, equipment, parts, or similar items.
- D. All dumpsters or trash receptacles shall be screened from view of neighboring properties or roadways.
- E. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
- F. The areas for parking vehicles and equipment shall be shown on the Final Site Plan and clearly marked on the site itself.
- G. All oils, hazardous substances, fluids, and similar substances shall be stored inside in accordance with all applicable laws and regulations and shall be disposed of the same way.
- H. The hours of operation shall be from 7:00 am to 6:00 pm, Monday through Saturday.
- I. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

(See the minutes of the meeting of the Planning and Zoning Commission dated August 21 and September 11, 2014.)

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

Mr. Lank noted that letters in opposition were received from Anita Bartman, Marie McDaniel (with photographs) and from residents of Bay Oaks and Bay Wood (with photographs).

The Council found that Clint Fluharty, owner of Dirt Works, was in attendance. He stated that the excavating business has been located on the property since 1999 and prior to that, his father had a masonry business on the same property; that the site has been utilized for family run businesses since 1973; that his company has grown and he now has 12 full-time employees; that he is seeking a Conditional Use so that he can continue operating the business; that his personal residence is located on Waterview Road; that he took a couple of trees down that were located behind his personal home for the purpose of more parking for trucks and that is when complaints started; and that there are no plans for expansion.

Public comments were heard.

George Fluharty, father of Clint Fluharty, stated that he originally had a business on the site; that he was a masonry contractor and he employed about 15 people; that everything has been well maintained on the site; that neighbors started complaining after trees were taken down; and that, since that time, his son has replanted trees and put up a fence.

**Public Hearing/
CU 1995
(continued)**

Marian Featherole (resident of Waterview Road), Anita Bartman (resident of Waterview Road), and Gretchen Klein (resident of Bay Oaks Drive) spoke in opposition to the application. They stated complaints and concerns about diesel fumes, loud noises, early working hours, smells, property value issues, health and safety issues, disappearance of the tree buffer and resulting view of industrial/commercial trucks and excavating equipment; and the expanding size of the business and its incompatibility with the residential area. Ms. Klein presented a recommendation on reforestation and information on consulting a professional arborist before planning and planting.

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

Council members discussed the application and specifically, the possibility of requiring a 20 foot buffer.

**M 500 14
Defer
Action on
CU 1995**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to defer action on Conditional Use No. 1995 filed on behalf of Adele H. Fluharty.

Motion Adopted: 5 Yeas.

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

**Public Hearing/
CU 1997**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL PROPANE/STORAGE AND CNG/PROPANE DISPENSING OFFICE/WAREHOUSE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 15.00 ACRES, MORE OR LESS” (Conditional Use No. 1997) filed on behalf of Skipjack, Inc.

The Planning and Zoning Commission held a Public Hearing on this application on September 25, 2014 at which time the Commission recommended that the application be approved with the following conditions:

- A. The Applicant shall comply with all DeIDOT entrance and access requirements.**
- B. The Applicant shall comply with all State, Federal and Local regulations regarding the facility.**
- C. Any security lights shall be screened so that they do not shine on neighboring properties or roadways.**
- D. The Applicant shall comply with the landscape buffering requirements of the Highway Corridor Overlay Zone and the landscape plan shall be included as part of the Final Site Plan.**

**Public
Hearing/
CU 1997
(continued)**

- E. The Applicant shall have two lighted signs, not to exceed 200 square feet per side. One sign shall be located along Route 113 and the other shall be located along East Piney Grove Road.**
- F. The conditions of approval shall be noted on the Final Site Plan.**
- G. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the meeting of the Planning and Zoning Commission dated September 25, 2014.)

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

Mr. Lank reported that, since the Public Hearing before the Planning and Zoning Commission, a letter of support was received from Chad Carpenter.

Exhibit Books were distributed to the Council.

The Council found that Mark Dunkle, Esquire, was present on behalf of the Applicant. Also present on behalf of the application were Garth Jones, Professional Engineer with Becker Morgan Group; and Shane Breakie, David De Caro, Bill Gradie and Ron Patrick of Chesapeake Utilities. They stated in their presentations that Skipjack, Inc. is a subsidiary of Chesapeake Utilities; that the proposed use is for a compressed natural gas/propane vehicle fuel dispensing facility, commercial propane sales and storage, with offices and warehousing; that the facility will not sell gasoline nor will it sell diesel fuel; that this type of facility is new to the area; that they are proposing a fueling station to provide for alternative fuels, i.e. natural gas and propane, for automotive vehicles; that there are several business uses in close proximity, i.e. M. L. Joseph Construction Co., Pep-Up, among others; that there are two Conditional Use locations on East Piney Grove Road and referenced a storage facility and a truck repair facility; that a propane storage facility, office, and single propane dispensing facility exists at Sharp Gas in Georgetown; that the photographs in the Exhibit Booklet depict several propane and natural gas fueling stations that exist in other locations; that there are 17 letters of support in the Exhibit Booklet from area businesses and landowners; that the Exhibit Booklet contains proposed Findings of Fact and Conditions of Approval; that the requested use is an appropriate use and meets the standards for a Conditional Use; that Chesapeake Utilities is in the process of installing natural gas lines to the Stockley Center and the Sussex Central High School; that there are propane filling stations serving propane gas for vehicles in use and some of those facilities have been in service for 20 years; that two buildings are proposed along U.S. Route 113, an 18,000 square foot office and warehouse, and a 7,500 square foot office and warehouse; that two access locations are proposed along East Piney Grove Road, one for access to the offices, and one to the filling station and storage facilities; that there will not be any parking in the required setbacks; that a 60' wide easement is proposed to cross the parcel to serve the remaining acreage to

**Public
Hearing/
CU 1997
(continued)**

the north from East Piney Grove Road; that they are requesting permission to be permitted to have signage related to the B-1 Neighborhood Business District; that the filling station would be open 24 hours 7 days per week; that there will be approximately 64 employees working from the site, some drivers, and the majority office staff; that some of their existing facilities will be closed and the employees will be relocated to this facility; that they are not planning to operate a convenience store from this site, only fuel sales; that no vehicles will be serviced on the site; that both Compressed Natural Gas and Propane Gas will be available; that the compressors will have electric driven motors; that the gas will be compressed to 3,600 PSI; that the compressors will be outside in sound enclosed containers; that they will comply with all agency requirements; that the State Fire Marshal has the majority of the regulations relating to these facilities; that the systems have safety features, including automatic shutdowns, specific setbacks from structures and equipment, 30,000 gallon water storage; that 4 – 30,000 gallon propane storage tanks are proposed for this site; that the office/warehouse facility would be open during normal business hours; that the propane tanks will be filled from tanker trucks, not pipelines; that the facility will be fenced with 6-foot high chain-link fencing; that security lighting and security cameras will be installed; that all access to the site will be from East Piney Grove Road; that they propose two entrances; that they propose a two phase plan – a compressed natural gas side and a propane side; that they have submitted a plan to DelDOT; and that a Letter of No Objection was received from DelDOT on this date.

Mr. Dunkle submitted a copy of the Letter of No Objection into the record.

Mr. Dunkle referenced the Planning and Zoning Commission's recommended conditions and he reported that the Applicant asks that the recommended condition (E) relating to signs be amended to permit a sign on the building. He stated that the Applicant would like to have 150 square foot of signage on the building or what is allowed in a B-1 District.

Public comments were heard.

Terry Timmons spoke in support of the application and in favor of natural gas and he stated that the entrance location on East Piney Grove Road will help eliminate some of the problems on the Route 113 Corridor.

Jay Baxter, an adjacent property owner, and a business owner and farmer in the area, spoke in support of the application. Mr. Baxter stated that he commends the County in growing its infrastructure and business scope in the County.

There were no comments in opposition to the application.

The Public Hearing and public record were closed.

**M 501 14
Amend
Recom-
mended
Condition/
CU 1997**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to amend Condition E recommended by the Planning and Zoning Commission to read as follows: The Applicant shall have two lighted ground signs, not to exceed 200 square feet per side. One sign shall be located along Route 113 and the other shall be located along East Piney Grove Road. Signage on buildings shall be subject to the sign regulations in the Zoning Ordinance relating to B-1 zoning classifications.

Motion Adopted: 4 Yeas, 1 Absent.

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

**M 502 14
Adopt
Ordinance
No. 2370/
CU 1997**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to Adopt Ordinance No. 2370 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL PROPANE/STORAGE AND CNG/PROPANE DISPENSING OFFICE/WAREHOUSE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 15.00 ACRES, MORE OR LESS” (Conditional Use No. 1997) filed on behalf of Skipjack, Inc., with the following conditions, as amended:

- A. The Applicant shall comply with all DelDOT entrance and access requirements.
- B. The Applicant shall comply with all State, Federal and Local regulations regarding the facility.
- C. Any security lights shall be screened so that they do not shine on neighboring properties or roadways.
- D. The Applicant shall comply with the landscape buffering requirements of the Highway Corridor Overlay Zone and the landscape plan shall be included as part of the Final Site Plan.
- E. The Applicant shall have two lighted ground signs, not to exceed 200 square feet per side. One sign shall be located along Route 113 and the other shall be located along East Piney Grove Road. Signage on buildings shall be subject to the sign regulations in the Zoning Ordinance relating to B-1 zoning classifications.
- F. The conditions of approval shall be noted on the Final Site Plan.
- G. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent.

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

**CU 1994/
Applicant
Not Present**

The Council reconsidered the first scheduled Public Hearing on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTOMOBILE REPAIR SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.5 ACRES, MORE OR LESS” (Conditional Use No. 1994) filed on behalf of Robert Wilkerson.

It was determined that the Applicant was still not in attendance.

It was noted that a phone call was attempted to the Applicant; however, there was no answer.

Lawrence Lank, Director of Planning and Zoning, referenced Sussex County Code, §115-216.F, which provides that “Failure to appear. If a petitioner, applicant or appellant fails to appear, or appear by agent, or fails to withdraw his application as provided for in Subsection E hereof, a petition requesting an amendment, supplement or change substantially similar shall not be reconsidered sooner than one year after the previous failure to appear or failure to withdraw.”

**M 503 14
Deny
CU 1994**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to deny Conditional Use No. 1994 filed on behalf of Robert Wilkerson due to the lack of a record and the failure of the Applicant to appear.

Motion Adopted: 4 Yeas, 1 Absent.

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

**M 504 14
Adjourn**

A Motion was made by Mr. Cole, seconded by Mr. Phillips, to adjourn.

Motion Adopted: 4 Yeas, 1 Absent.

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

Respectfully submitted,

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

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

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 13, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
DEEP VALLEY FARM - OFFSITE SANITARY SEWER - ROUTE 9
AGREEMENT NO. 866 - 4

DEVELOPER:

Mr. John Duffy
Lewes Crossing Capital Partners, LLC
39684 Sunrise Court, Unit 720
Bethany Beach, DE 19930

LOCATION:

South side Rt. 9, north and south sides of Rd.
285,
Beaver Dam Rd.

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Project includes sanitary MHs 1, 2, 3, 1A, 1B, 9
and 10, per plan approved 7/7/14.

SYSTEM CONNECTION CHARGES:

\$0.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/07/14

Department Of Natural Resources Plan Approval
02/04/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 120
Construction Admin And Construction Inspection Cost – \$18,324.90
Proposed Construction Cost – \$122,166.00

ENGINEERING DEPARTMENT

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

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 14, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
DEEP VALLEY FARM - OFFSITE SANITARY SEWER - BEAVER DAM ROAD
AGREEMENT NO. 866 - 5

DEVELOPER:

Mr. John Duffy
Lewes Crossing Capital Partners, LLC
39684 Sunrise Court, Unit 720
Bethany Beach, DE 19930

LOCATION:

South side Rt. 9, north and south sides of Rd. 285,
Beaver Dam Rd.

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Project includes sanitary MHs #38, 40, 41, 51 and
52, per plan approved 7/7/14.

SYSTEM CONNECTION CHARGES:

\$0.00

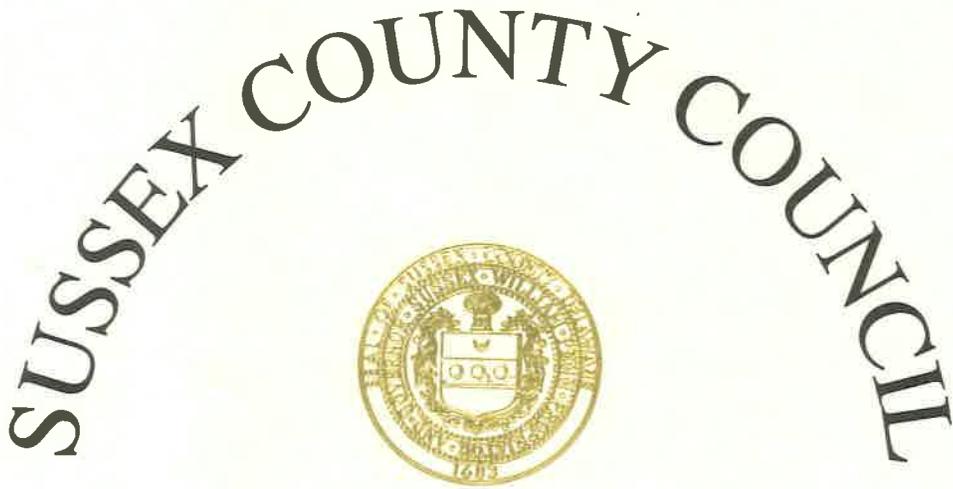
SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/07/14

Department Of Natural Resources Plan Approval
02/04/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 60
Construction Admin And Construction Inspection Cost – \$15,243.15
Proposed Construction Cost – \$101,621.00



PROCLAMATION

PROCLAIMING THE WEEK OF OCTOBER 19 – 25, 2014 AS “FRIENDS OF SUSSEX COUNTY LIBRARIES WEEK”

WHEREAS, the Friends of Sussex County Libraries are library champions because better libraries build better communities by strengthening families, increasing student performance and high school completion, supporting small business, and contributing to a lower crime rate and to local prosperity; and

WHEREAS, the Friends guarantee that our libraries are great rather than “just good” by fundraising year-round to provide additional classes, equipment, summer reading materials, special events and much more; and

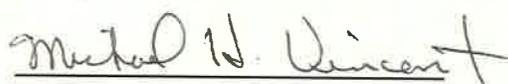
WHEREAS, the Friends recognize that our libraries empower the individual through self-directed education and research across the life span; and

WHEREAS, the Friends sneeze their way through boxes of musty books, bake again and again, and continually create inventive ways to raise monies for our libraries; and

WHEREAS, the Friends are living examples of civic commitment and the power of volunteerism; and

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council proclaims October 19 – 25, 2014 as “Friends of Sussex County Libraries Week” and encourages all residents to thank the Friends for the gift of their time and efforts to lift up our communities.




Michael H. Vincent, President

Dated: October 21, 2014

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



Sussex County
DELAWARE
sussexcountyde.gov

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 Vance C. Phillips

FROM: Todd F. Lawson
County Administrator 

RE: **FEMA FLOOD ORDINANCE DISCUSSION**

DATE: October 17, 2014

During Tuesday's meeting, we are scheduled to continue the discussion on the FEMA Flood Ordinance and specifically the question of a freeboard requirement. Based on the discussion at the last Council meeting, staff has analyzed the topic further and can provide the following information and recommendation.

Flood Insurance Discussion

The elevation of a structure's lowest floor relative to the base flood elevation (BFE) does affect the calculation of the flood insurance rate for the structure. A recently released Fact Sheet from FEMA describing the benefits of freeboard is attached.

An owner who elects to elevate a structure higher than the required elevation will have a lower insurance rate. The reduction of the insurance rate is a function of the amount of additional elevation—known as freeboard—at which the structure is built. The attached chart provided by FEMA illustrates the reduction in premiums as they relate to the additional freeboard elevation. Note, a structure built in Zone VE (coastal flood zone) and 2 feet above BFE received a 47 percent reduction in their premium.

Please note, Sussex County does not qualify for a county-wide discount for a freeboard requirement. To receive such a blanket discount, the County would need to participate in FEMA's Community Rating System. This may be an option the County wishes to explore in the future, but is separate from the current FEMA Flood Ordinance consideration.



Sussex County Municipalities Discussion

We collected information from the County municipalities on their freeboard requirements. The table below lists that information.

Municipality	Freeboard Currently	Status	Description
Bethany Beach			Under consideration.
Bethel			Under consideration.
Dewey Beach	Yes		12” in all VE, AE and AO zones. Considering an increase.
Fenwick Island			Updating now. Considering 18”.
Georgetown	No		Would like to follow the County’s requirement.
Henlopen Acres	Yes	Mandatory	3 ft. above BFE. Tabled Ordinance update until County enacts.
Laurel	Yes	Mandatory	12”
Lewes			Considering 18” freeboard requirement.
Milford			Under consideration.
Millville	Yes	Mandatory	12”
Ocean View	Yes	Mandatory	2”
Rehoboth Beach	Yes	Mandatory	12”
Seaford			Considering 18” freeboard requirement.
Selbyville			Under consideration.
Slaughter Beach	No. Removed		Considering 1 ft. requirement in conjunction with the building height restriction. Waiting on the County.
South Bethany	Yes	Voluntary	2 ft. of building height if there is 2 ft. of freeboard above BFE.

Freeboard Recommendation

Based on all of the information staff has considered, we recommend a voluntary freeboard requirement for Sussex County. In addition, we recommend up to an additional 2 feet of building height to correspond with the freeboard height above BFE, not to exceed 2 feet above the allowable building height in the respective zoning district.

TFL/sww

Attachments

- pc: J. Everett Moore, Jr., Esquire
- Vincent G. Robertson, Esquire
- Mr. Lawrence B. Lank
- Mr. C. Shane Abbott
- Mr. Chris Keeler
- Mr. Andy Wright



Building Higher in Flood Zones: Freeboard – Reduce Your Risk, Reduce Your Premium

One way flood risk is communicated is through maps that show base flood elevations (BFEs), or the height floodwaters would reach during a 1-percent-annual-chance flood in any given year.

Freeboard is a term used by FEMA’s National Flood Insurance Program (NFIP) to describe a factor of safety usually expressed in feet above the 1-percent-annual-chance flood level. The NFIP requires the lowest floor of structures built in Special Flood Hazard Areas (SFHAs) to be at or above the BFE, so a structure built with freeboard would have its lowest floor 1 foot or more above the BFE. Adding freeboard will reduce NFIP insurance premiums.

Benefits of Freeboard

There are many benefits to incorporating freeboard into new construction plans, the most important being safety (Figure 1). Freeboard provides a margin of safety against extraordinary or unknown flood risk. BFEs reflect estimates of flood risk, but there are many unknown factors that can cause flood heights to rise above the BFE, such as wave action, bridge and culvert openings being blocked by debris, and development in the floodplain. It is important to remember that floods more severe than the 1-percent-annual-chance event can and do occur.

Other benefits of freeboard include incurring less damage, easier and faster cleanup after a flood event, and lower flood insurance rates. Incorporating freeboard into building plans can result in substantial savings in flood insurance premiums each year, especially for buildings located in Zone V (a coastal flood zone at risk from wave action). Figure 2 shows potential flood insurance rates based on the amount of freeboard in both riverine (Zone AE) and coastal (Zone VE) environments.

Communities that incorporate freeboard into their local floodplain ordinances can earn discounts on flood insurance by participating in the NFIP’s Community Rating System (CRS) program. CRS rewards communities that engage in floodplain management activities that exceed NFIP standards by offering discounts of up to 45 percent on flood insurance policies written for SFHAs in NFIP-participating communities.



Figure 1: House elevated above the BFE with 1 foot of freeboard

What is Floodplain Management?

Floodplain management is the operation of a program of preventive and corrective measures for reducing flood damage. FEMA helps communities develop floodplain management regulations that comply with NFIP regulations. Communities may adopt more restrictive regulations. Community officials may have knowledge of local conditions that require higher standards than the NFIP regulations, particularly for human safety.

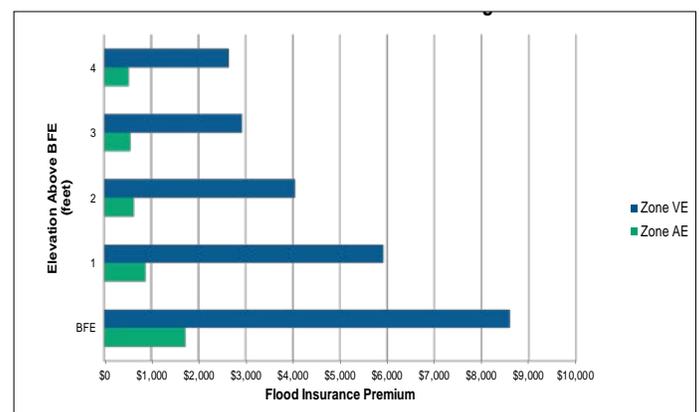


Figure 2: Maximum coverage for a \$250,000 residential building and \$100,000 contents

Benefit-Cost Comparison

Incorporating freeboard into new construction is extremely cost effective. The up-front costs are generally only about 0.25 to 1.5 percent of the total construction costs for each foot of freeboard. However, the long-term savings on flood insurance will more than offset these costs.

For example, adding 2 feet of freeboard to a new home might add \$20 a month to the mortgage payment, or \$240 per year. The resulting flood insurance savings could be more than \$1,000 a year for a building in Zone AE (for instance, in a riverine flood zone not affected by wave action) and \$2,000 a year in Zone VE.

Many States and communities have incorporated freeboard requirements into the elevation and floodproofing requirements stipulated by the NFIP. Freeboard requirements can range from 6 inches to 4 feet, and it would be up to the community to decide what is most appropriate given their location and other community conditions.

Historically Speaking...

Freeboard was (and still is) a nautical term. It refers to the height of a ship's deck above the waterline. If you think of the lowest floor of your house as the deck of your ship, and the BFE as the height of the sea, freeboard is the extra height that keeps the larger waves off your deck.

FOR MORE INFORMATION...

FEMA's Floodplain Management Branch

About floodplain management's role in the NFIP:
<http://www.fema.gov/floodplain-management>

FEMA 347 – Above the Flood: Elevating Your Floodprone House:

<http://www.fema.gov/media-library/assets/documents/725?id=1424>

FEMA 312 – Homeowner's Guide to Retrofitting:

<http://www.fema.gov/media-library/assets/documents/480?id=1420>

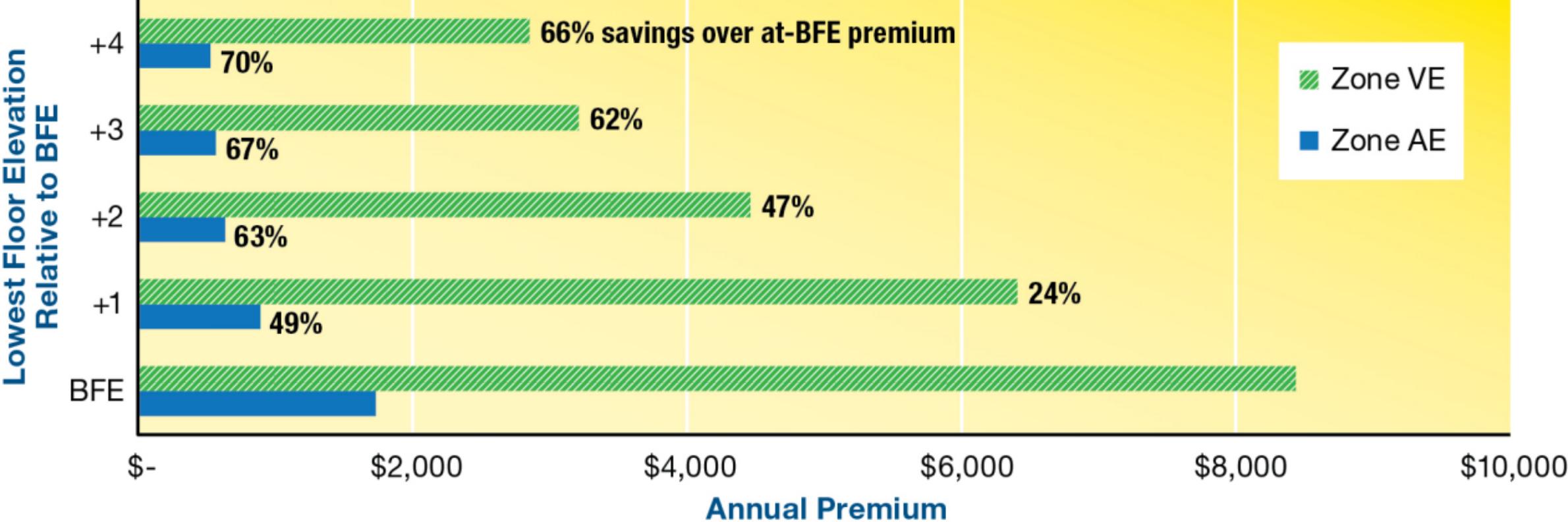
Homebuilder's Guide to Coastal Construction:

A series of fact sheets providing information about responsible building practices including freeboard.
<http://www.fema.gov/library/viewRecord.do?id=2138>

FloodSmart

Information for consumers and insurance agents about flood insurance and the NFIP.
www.FloodSmart.gov





Note: Annual premiums calculated using the *NFIP Flood Insurance Manual*, October 1, 2014, for a one-story single-family home with no basement, no enclosure, and full replacement coverage. Premiums are based on the maximum available coverage of building coverage of \$250,000 for building and \$100,000 for contents coverage. Zone V building is assumed to be free of obstructions.



SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

Robert A. Stuart
Director

MEMORANDUM

TO: Todd Lawson, County Administrator
Robin Griffith, Clerk of the Council

FROM: Robert A. Stuart, EMS Director  10/15/14

DATE: October 15, 2014

SUBJECT: Items for County Council Agenda/Meeting-10/21/14

RE: Lease amendment – Station 105

The lease amendment for extending the lease for Station 105 is on the agenda for the County Council meeting scheduled for Tuesday, October 21, 2014.

Included with this memo are the following documents:

Lease amendment, Paramedic Station 105 (PDF)
Current lease agreement, Station 105 (PDF)
Council motion for approval of amendment (Word doc)

The current lease agreement expires October 31, 2014, and this amendment will extend the lease for four months until February 28, 2015. If needed, the lease can be extended monthly on the 15th of February, for March, and the 15th of March, for April, for a total of two additional months ending on April 30, 2015, with written notice from Sussex County EMS.

If you have any questions or concerns, please contact me and thank you in advance for your assistance with this important issue.

Caring People,
Quality Service



Todd F. Lawson
Administrator



This Agreement, made this 17 day of Nov., 2009 between **Lawrence C. Kelly**, hereinafter referred to as the "**Landlord**" and **Sussex County**, a political subdivision of the State of Delaware, hereinafter referred to as the "**Tenant**",

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, the building located on 1 acre +/- on DE Route 17 1/3 mile south of CR 353 on the west side of DE Route 17, Frankford. Parcel 95, Tax Map 1-34-15-95.
2. The term of this lease shall commence on the First day of November, 2009 and shall continue for a period of five (5) years to the 31st day of October, 2014 unless modified by mutual agreement of both parties or by the Tenant giving the Landlord at least sixty (60) days notice of intent to terminate the lease. Tenant agrees to pay the Landlord a monthly rental of **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** for the first twelve months of the lease, with a Three Percent (3%) annual increase each year thereafter, said monthly rental payment to be due and payable commencing on the 1st day of November, 2009 and continuing on the first day of each month thereafter during the entire term of this lease. The said monthly payment is to be sent to the official mailing address of the Landlord as stated in paragraph 18 of this Lease.
3. It is expressly agreed and understood that the Tenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Lease, the Tenant's total liability under this Lease shall be limited to the funds designated for this Lease by the County Council of Sussex County and the Tenant's obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
4. In the event the Tenant desires to renew this Lease beyond the stated, initial term, the request will be made to the Landlord sixty (60) days prior to the end of the initial Lease. At the time of renewal, all stipulations of this Lease, including the amount of rent, shall be negotiated. Notification to the Landlord shall be mailed as defined in paragraph 18.
5. The Tenant may use and occupy the leased property for any paramedic services and operations. The Tenant shall not use or knowingly permit any part of the leased property to be used for any unlawful purpose.

6. The Landlord shall maintain a clear thoroughfare for ingress/egress of Paramedic vehicles, and shall provide parking for at least six (6) of the Tenant's employees.
7. The Tenant shall not place or erect any signs of any nature on any part of the leased property, or the sidewalk adjoining the leased property, or the sidewalk adjoining the leased property, or on any part of the Landlord's property adjacent to the leased property which do not conform to requirements of any State, Federal or municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior consent of the Landlord, and said consent shall not be unreasonably withheld.
8. The Tenant, upon the payment of the rent herein reserved, and upon performance of all the terms of this lease, shall at all times during the term of this lease and during any extension or renewal thereof peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the lease property without any disturbance from the Landlord or from any other person claiming through the Landlord.
9. Maintenance and Repairs
 - a. The Landlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the leased premises (including but not limited to heating and air conditioning systems, hot water heater, and plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building.
 - b. Tenant shall maintain and keep the leased premises in good repair, free of refuse and rubbish.
 - c. Tenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
 - d. Notwithstanding the other provisions of this paragraph, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of that party.
 - e. Landlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property
10. Tenant shall arrange for, procure and pay for all electricity and all other utilities required for adequate lighting, heating and other requirements of the Tenant and the leased premises.
11. Any alterations to the lease property to be made by the Tenant shall be done only with the prior approval of the Landlord, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable county, state or federal law, ordinance, rule or regulation. Any alterations to the leased property made by the Tenant shall be maintained at all times by the Tenant in conformance with the terms hereof and shall be removed upon the

expiration of the term of the Lease or its earlier termination, at the option of the Landlord, provided Tenant repairs any damage done in connection with such removal.

12. At the expiration of this lease, the Tenant shall surrender the leased property in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
13. If the Tenant defaults in the payment of rent or any sum collectable by Landlord as rent, and such default shall continue for fifteen (15) days, without notice thereof by Landlord to Tenant, or Tenant defaults in the prompt and full performance of any covenant, condition, agreement or provision of this lease and such default shall continue for fifteen (15) days after written notice thereof (provided, however, that in the case of a default which cannot with due diligence be corrected by the Tenant within a period of fifteen (15) days, Tenant shall have such additional time to correct the same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to correct such default), this lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to repossess the leased property by summary proceedings.
14. The Landlord or his agents shall have the right to enter the leased property at all reasonable times during normal business hours in order to examine it or to show it to prospective lessees, upon prior notice to Tenant and in the company of a representative of the Tenant. The Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the leased property other than as herein provided.
15. Through the term of this lease, the Landlord shall pay and maintain insurance coverage on the leased property, including fire and windstorm insurance, casualty insurance, comprehensive public liability insurance with a responsible insurance company licensed to do business in Delaware.
16. **Indemnification:**
 - a. To the extent permitted by law, the Tenant shall indemnify, defend and hold Landlord harmless from and against claims for bodily injury and property damage arising out of Tenant's occupancy of the leased premises or operations incidental thereto, unless such claims arise from the negligence of the Landlord.
 - b. To the extent permitted by law, the Landlord shall indemnify, defend and hold Tenant harmless from and against claims for bodily injury and property damage arising out of Landlord's ownership, maintenance or use

of the premises or operations incidental thereto, unless such claims arise from the negligence of the Tenant.

17. Any controversy which shall arise between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party may be settled by arbitration, if agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Landlord, one named by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them.
18. The Tenant may not sublet or assign any or all of the leased property without the prior written consent of the Landlord. Such written consent by the Landlord shall not be unreasonably withheld, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal. The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting.
19. The Landlord hereby designates his address as:
Lawrence C. Kelly
P.O. Box 361
Ocean View, Delaware 19970

The Tenant designates its address as:
Sussex County Council
P.O. Box 589
Georgetown, Delaware 19947

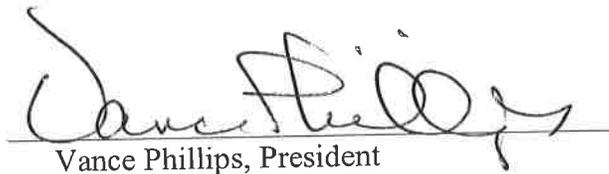
IN WITNESS WHEREOF, the said Landlord has hereunto set his hand and seal and the Tenant has caused this instrument to be signed by its proper corporate officers the day and year aforesaid.

For Lawrence C. Kelly


Lawrence C. Kelly

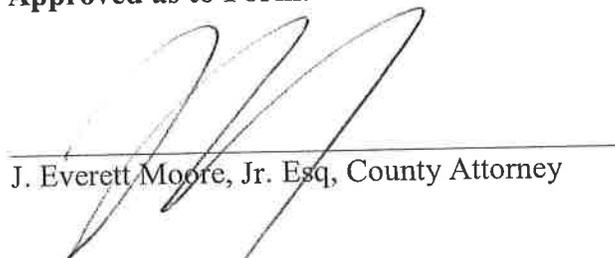
11-10-9
(Date)

For Sussex County, Delaware


Vance Phillips, President
Sussex County Council

11-17-09
(Date)

Approved as to Form:


J. Everett Moore, Jr. Esq, County Attorney

11-17-09
(Date)


Robin A. Griffith, Clerk of County Council

11-17-09
(Date)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made this _____ day of _____, A.D., 2014 by and between LAWRENCE C. KELLY, hereinafter referred to as the "Landlord" and SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter referred to as the "Tenant"

WHEREAS, on November 17, 2009, the parties entered into a Lease Agreement for "the building located on 1 acre +/- on DE Route 17 1/3 mile south of CR 353 on the west side of DE Route 17, Frankford. Parcel 95, Tax Map 1-34-15-95," and now known as 32608 Roxana Road, Frankford, DE 19945, for a five (5) year lease term which will terminate on October 31, 2014; and

WHEREAS, the parties desire to amend the Lease Agreement to properly identify the property address of the leased premises, and to extend the lease term for an additional four (4) month period until midnight on February 28, 2015, with the option for Tenant to renew for two (2) additional one (1) month periods thereafter; and

WHEREAS, all other terms and conditions of the Lease Agreement shall remain in full force and effect throughout the four (4) month extension and option to renew for two (2) additional one (1) month periods thereafter as set forth herein.

NOW, WHEREFORE, the parties intending to be legally bound, hereby covenant and agree as follows:

1. Paragraph 1 of the Lease Agreement shall be amended to add the following sentence to the end thereof:

"The address of the leased premises is 32608 Roxana Road, Frankford, DE 19945."

2. Paragraph 2 shall be amended as follows:

The original term of this lease shall be extended for a period of four (4) months beyond the initial lease term, terminating on the 28th day of February, 2015. Tenant shall have the option to renew this lease for two (2) additional one (1) month periods thereafter under the same terms and conditions set forth in the original Lease Agreement. Tenant shall be required to provide Landlord with written notice of its

intent to exercise the first option to renew for an additional one (1) month period by no later than February 15, 2015. If Tenant exercises its option to renew for the first one (1) month extension period and thereafter seeks to exercise its option for the second one (1) month extension period, Tenant shall be required to provide Landlord with written notice of its intent to exercise this option by no later than March 15, 2015. During the four (4) month lease term extension and subsequent two (2) one (1) month extensions, if any, Tenant agrees to pay the Landlord the current monthly rental of One Thousand Four Hundred Six Dollars and Eighty Nine Cents (\$1,406.89) on the first day of each month. The monthly payment shall be sent to the official mailing address of the Landlord as stated in paragraph 18 of this Lease.

3. All other terms and conditions of the Lease Agreement dated November 17, 2009 shall remain intact and in full force and effect. Wherever there exists a conflict between this Amendment to Lease Agreement and the Lease Agreement itself, the provisions of this Amendment shall control. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Agreement.

4. This Amendment to Lease Agreement may be signed in one (1) or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one (1) instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound pursuant to duly authorized resolutions and through their duly authorized officers, have executed this Amendment to Lease Agreement on the day and year first above written.

LANDLORD:

Witness

Lawrence C. Kelly (SEAL)

TENANT:

SUSSEX COUNTY COUNCIL

BY: _____ (SEAL)
Michael C. Vincent, President

ATTEST: _____ (SEAL)
Robin Griffith, Clerk of the
Sussex County Council

MOTION

Be it moved that the Sussex County Council approve the amendment to the lease agreement extending the current lease agreement, per the terms of the amendment to the current lease, between Mr. Lawrence C. Kelly and Sussex County, Delaware, for the use of a portion of the building owned by them as described therein by Sussex County EMS as Paramedic Station 105.

ENGINEERING DEPARTMENT

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

DELAWARE
sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

AGRICULTURAL LEASE FOR INLAND BAYS REGIONAL WASTEWATER FACILITY BID RESULTS

BID OPENING – October 9, 2014

BIDDER	BASE BID (\$ Per year)
Jamie Stafford Federalsburg, MD	\$90,340.00 \$185.00 per irrigated acre; \$75.00 per non-irrigated acre
Roland Hill Lewes, DE	\$51,440.00
Sayre Baldwin Inc. Bridgeville, DE	\$25,618.00
Nelson Warren Rehoboth Beach, DE	\$20,788.80

Previous contract (2009-2014): \$50,014.00
\$121.75 per irrigated acre;
\$61.75 per non-irrigated



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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I BY AMENDING THE DEFINITIONS OF "DWELLING", "DWELLING, SINGLE FAMILY", "DWELLING, MULTIFAMILY" AND "FAMILY",

WHEREAS, Sussex County Code, Chapter 115, Article I, Sec. 115-4 currently includes definitions of "Dwelling", "Dwelling, Single Family", "Dwelling, Multifamily" and "Family"; and

WHEREAS, in order to further comply with the Federal Fair Housing Act and State Law, the definitions of "Dwelling", "Dwelling, Single Family", "Dwelling Multifamily" and "Family" are being revised to allow more than four unrelated individuals to reside together and affirmatively address protected classes of persons or individuals with disabilities; and

WHEREAS, items that have been deleted are shown in [brackets] and items that have been added are shown underlined.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by deleting the definition of "Dwelling" in its entirety, as shown below:

[DWELLING – A building or portion thereof containing cooking and housekeeping facilities, designed or used exclusively for residential occupancy, but not including manufactured homes, hotels, motels, motor lodges boarding- and lodging houses, tourist houses, or similar structures.]

Section 2. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by inserting the following:

DWELLING – Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence; and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof. "Dwelling" shall not include hotels, motels, motor lodges, boarding- and lodging houses, tourist houses, or similar structures.

Section 3. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by deleting the definition of “Dwelling, Single Family” in its entirety, as shown below:

[DWELLING, SINGLE FAMILY -- A detached dwelling designed for or occupied exclusively by one family.]

Section 4. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by inserting the following:

DWELLING, SINGLE FAMILY -- A detached dwelling designed or occupied by not more than one (1) of the following as a single housekeeping unit with single culinary facilities:

1. One (1) family, which may consist of one (1) person or two (2) or more persons related by blood or marriage with any number of natural children, foster children, step children or adopted children.
2. Two (2) single parents or guardians with any number of their natural children, foster children, step children or adopted children, functioning as a single housekeeping unit.
3. A group of not more than four (4) persons not necessarily related by blood or marriage functioning as a single housekeeping unit.
4. A group residential facility licensed and approved by the appropriate state agencies serving 10 or fewer persons with disabilities on a 24 hour-per-day basis.
5. One (1) person or two (2) persons one of whom shall be elderly and/or disabled, and one (1) or both of who own the dwelling unit, plus one (1) family, which may consist of one (1) person or two (2) persons related by blood or marriage, and with any number of natural children, foster children, step children or adopted children.
6. For the purpose of this Section, “disabled” or “persons with disabilities” includes any person or persons with a handicap or disability as those terms are defined in the Delaware Fair Housing Act, Title 6, Chapter 46 of the Delaware Code, as may be amended.

Section 5. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by deleting the definition of “Dwelling, Multifamily” in its entirety, as shown below:

[DWELLING, MULTIFAMILY – A dwelling designed for or occupied exclusively by two or more families living independently of each other. “Multiple-family dwellings” shall be considered as apartments, garden apartments, condominiums, duplexes or similar structures.]

Section 6. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by inserting the definition of “Dwelling, Multifamily” as follows:

DWELLING, MULTIFAMILY -- A dwelling designed or occupied exclusively by two (2) or more of the following living independently of each other, each with single culinary facilities:

1. One (1) family, which may consist of one (1) person or two (2) or more persons related by blood or marriage with any number of natural children, foster children, step children or adopted children.
2. Two (2) single parents or guardians with any number of their natural children, foster children, step children or adopted children, functioning as a single housekeeping unit.
3. A group of not more than four (4) persons not necessarily related by blood or marriage functioning as a single housekeeping unit.
4. A group residential facility licensed and approved by the appropriate state agencies serving 10 or fewer persons with disabilities on a 24 hour-per-day basis.
5. One (1) person or two (2) persons one of whom shall be elderly and/or disabled, and one (1) or both of who own the dwelling unit, plus one (1) family, which may consist of one (1) person or two (2) persons related by blood or marriage, and with any number of natural children, foster children, step children or adopted children.
6. For the purpose of this Section, “disabled” or “persons with disabilities” includes any person or persons with a handicap or disability as those terms are defined in the Delaware Fair Housing Act, Title 6, Chapter 46 of the Delaware Code, as may be amended.

“Multi-family dwellings” shall be considered as apartments, garden apartments, condominiums, duplexes or similar structures.

Section 7. Amend Sussex County Code, Chapter 115, Article I, Section 115-4, Definitions, by deleting the definition of “Family” in its entirety, as shown below:

[FAMILY -- An individual or two or more persons who are related by blood or marriage living together and occupying a single housekeeping unit with single culinary facilities or a group of not more than four persons living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a non-profit, cost sharing basis. Domestic servants employed and residing on the premises shall be considered as a part of the family.]

Section 8. Effective Date. This Ordinance shall become effective upon its adoption by Sussex County Council.

PROPOSED

SYNOPSIS

This Ordinance amends the definitions of Family, Single Family Dwellings and Multifamily Dwellings to avoid unintended discrimination under State and Federal Law. It confirms that a family may include one or two people living together and not only their natural or adopted children but also step-children and foster children. It also clarifies that children are permitted to reside with legally appointed guardians. It permits licensed and approved residential houses or no more than ten persons with disabilities as defined in the Delaware Fair Housing Act. Lastly, it recognizes that it is appropriate for 2 families to reside in a single unit when the owner(s) of the unit are elderly and/or disabled.

PROPOSED

LAWRENCE LANK
DIRECTOR OF PLANNING & ZONING

(302) 855-7878 T
(302) 854-5079 F
llank@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

MEMORANDUM

TO: Sussex County Council

FROM: Lawrence B. Lank
Director of Planning and Zoning

RE: Ordinance on Definition of Dwelling, etc.
Continuation of the Public Hearing

DATE: October 17, 2014

Since the record of the public hearing on the definition of “Dwelling”, etc. was left open for two weeks on October 7, 2014 for continuation on October 21, 2014 I have copied the attached letters and/or emails relating to the proposed ordinance amendments that were written or received since the public hearing held on October 7, 2014.

On October 7, 2014 the first attached email was received from Dixie Boucher asking that the Council consider the possibility of adding the word “minor” when defining children under the family units in the proposal.

On October 9, 2014 the second attached email was sent to Vince Robertson, Assistant County Attorney, referencing questions raised by James S. Truitt, Jr.

On October 15, 2014 I sent the third attached letter to James S. Truitt, Jr. after discussions with Legal Counsel, both Vincent Robertson and Stephanie Hansen.

It is now 9:55 a.m. and I have not received any further calls or correspondence.

Cc: Todd Lawson, County Administrator
Robin Griffith, Clerk of the Council
J. Everett Moore, County Attorney
Vincent Robertson, Assistant County Attorney



Lawrence Lank

From: Dixieboo2@aol.com
Sent: Tuesday, October 07, 2014 12:16 PM
To: geobcole@verizon.net; jemoore@mooreandrutt.com; Michael H. Vincent; Vance Phillips; Samuel R Wilson Jr; Joan R. Deaver; Lawrence Lank
Cc: dixieboo2@aol.com
Subject: Fwd:Definition of Dwelling proposal

Council Members, I would ask you consider the possibility of adding the word "minor" when defining children under the family units in this proposal. My reasons are explained below in my emails to Joan Deavers. I believe it merits discussion.

From: Dixieboo2@aol.com
To: Dixieboo2@aol.com
CC: jdeaver@sussexcountyyde.gov
Sent: 10/7/2014 11:32:46 A.M. Eastern Daylight Time
Subj: Re: (no subject)

This is just a concern because I see everyday how adult children can't make it in the outside world due to money problems. Too many "families" in one home could be a problem waiting to happen. Just adding the word, "minor" could prevent this Thanks for listening, Dixie

In a message dated 10/7/2014 11:26:30 A.M. Eastern Daylight Time, Dixieboo2@aol.com writes:

Minors are under the jurisdiction of their parents, but adult children may bring their own children with them and they could by sheer numbers cause problems and the numbers could be overwhelming. Minor children are usually limited in numbers but adding another "family" unit is asking for unforeseen consequences.

In a message dated 10/7/2014 11:23:12 A.M. Eastern Daylight Time, jdeaver@sussexcountyyde.gov writes:

Please explain how it would be a problem.

Councilwoman Joan Deaver
Sussex County, Delaware 19971
302-645-6657

On Oct 7, 2014, at 11:21 AM, "Dixieboo2@aol.com" <Dixieboo2@aol.com> wrote:

From: Dixieboo2@aol.com
To: Joan@joandeaver.com
Sent: 10/7/2014 11:02:41 A.M. Eastern Daylight Time
Subj: (no subject)

Joan, what about inserting the word minor with children. Many people let their adult children move back in and this could be a problem.

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



Sussex County
DELAWARE
sussexcountyde.gov

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 Vance C. Phillips

FROM: Todd F. Lawson 
County Administrator

RE: **DWELLING DEFINITION – DISCUSSION OF THE TERM “MINOR”**

DATE: October 17, 2014

On October 7, 2014 the County was asked to consider amending the Ordinance to insert the word “minor” in front of the word “children” in the draft dwelling definition. County staff and legal team have analyzed this proposal, and for the reasons set forth below, we would not recommend amending the Ordinance as suggested.

The Sussex County Code does not define “child” or “children”. Although various Delaware State Code provisions define “child” (and those definitions vary—see below), there is nothing requiring Sussex County to abide by the State of Delaware’s definition of “child” unless within the particular context the County is implementing a State program of some sort. As a result, the definition would be interpreted to be the plain, dictionary meaning of “child”, which according to Merriam-Webster is, among other things, “a son or daughter of human parents; descendant”. This definition does not appear to be age-limited.

As a result, a fair reading of the proposed language in the draft Ordinance is that it could apply to adult children and allow any number of adults to live together in a dwelling.

Delaware State Code provisions defining “child”:

1) 10 Del. C. § 901(4) (the statute dealing with the organization, administration and operation of Delaware Family Court) - "Child" means a person who has not reached his or her eighteenth birthday.

2) 11 Del. C. § 5132(1) (the statute dealing with procedure in Delaware Superior Court) - (1) "Child" shall mean a person who has not yet reached their 18th birthday.



Memo to Council – Dwelling Definition Ordinance

October 17, 2014

Page 2 of 2.

3) 12 Del. C. § 101 (1) (the statute dealing with decedents' estates and fiduciary relations) - "Child" includes any individual entitled to take as a child under this title by intestate succession from the parent whose relationship is involved and excludes any person who is only a stepchild, a foster child, a grandchild or any more remote descendant.

4) 31 Del. C. § 3802(3) (Delaware's Child Placement Review Act) - "Child" means any child in the custody or care of the Division of Family Services or a child in the custody or care of the Division of Youth Rehabilitative Services who is in an alternative placement or in out-of-home care, but who is not in a detention or incarceration facility.

TFL/sww

pc: J. Everett Moore, Jr., Esquire
Vincent G. Robertson, Esquire
Stephanie L. Hansen, Esquire
Mr. Lawrence B. Lank
Mr. Brad Whaley
Ms. Brandy Nauman

Lawrence Lank

From: Lawrence Lank
Sent: Thursday, October 09, 2014 4:08 PM
To: 'Vince Robertson (robertson@griffinhackettlaw.com)'
Cc: Todd F. Lawson; 'Truitt@SilverviewFarm.com'
Subject: Ordinance on Definitions (Dwelling, etc.)

Hi Vince

I spent some time on the phone with James S. Truitt, Jr. earlier today and he is asking for some information that I do not have available.

Mr. Truitt wants to know the basis for the five (5) things referenced in the Voluntary Compliance Agreement (7A) that required the Ordinance on Definitions of a Dwelling, etc., as prepared by you, Stephanie Hansen, and others.

His questions include: Has the definitions, as revised, been approved by HUD and DSHA?

What is the background on the Analysis of the Impediments?

Who created the definitions?

What corrective actions were actually required to get into compliance with the Voluntary

Compliance Agreement?

Mr. Truitt asked for a speedy response so that he can prepare for the continued Public Hearing on October 21, 2014 on Definitions.

I know it is unusual, but I have copied Mr. Truitt on this email at his request.

Lawrence

LAWRENCE LANK
DIRECTOR OF PLANNING & ZONING

(302) 855-7878 T
(302) 854-5079 F
llank@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

October 15, 2014

Mr. James S. Truitt, Jr.
Silver View Farm, Inc.
525 Country Club Road
Rehoboth Beach, DE 19971

RE: Definitions

Dear Mr. Truitt:

This correspondence to you is in response to your specific questions to me regarding the Ordinance to Amend Chapter 115, Article I by amending the definition of "Dwelling", "Dwelling, Single Family", "Dwelling, Multi-Family", and "Family" currently being considered by the Sussex County Council. The questions you raised are listed below and the County's response to each question follows the question asked.

1. Have the definitions been approved by HUD or DSHA?

Neither HUD nor DSHA are required to approve the definitions: however, the draft ordinance was submitted to both HUD and DSHA. HUD has not yet provided any response to the draft ordinance, although DSHA has expressed their support of the ordinance and offered no amendments.

2. What is the background on the Analysis of Impediments?

An Analysis of Impediments is a document required by HUD of all HUD entitlement communities that receive federal funds for housing and community development activities. The link to the latest Analysis of Impediments, compiled in 2011, is provided below. Within this document is additional background information on the Analysis of Impediments and a listing of the impediments for Sussex County.

<http://www.destatehousing.com/FormsAndInformation/fairhousing.php>

3. Who created the definitions?

The County's legal team created the definitions.

4. What corrective actions were required to come into compliance with the VCA?

The County has developed an Affordable and Fair Housing Resource Center webpage. On this webpage is a link to all of the County's compliance reports submitted to HUD



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

James S. Truitt, Jr.
October 15, 2014
Page 2

detailing the County's steps in complying with the VCA. The link to the webpage is listed below.

<http://www.sussexcountyde.gov/affordable-and-fair-housing-resource-center>

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence B. Lank". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lawrence B. Lank
Director of Planning and Zoning

Cc: Todd Lawson, County Administrator
Vincent Robertson, Assistant County Attorney
Stephanie L. Hansen, Counsel
Brandy B. Nauman

Mailed to the referenced address and emailed to truitt@silverviewfarm.com

Town of Milton

115 Federal St
Milton, DE 19968



www.milton.delaware.gov

Phone: 302-684-4110

Fax: 302-684-8999

October 7, 2014

Sussex County Council
Councilwoman Joan Deaver
2 The Circle
Georgetown, DE 19947

Re: Request for Park Lighting

Dear Councilwoman Deaver,

I am writing today, to ask for your consideration of assisting the Town of Milton in purchasing park lighting. Currently in Memorial Park, which is located behind the Milton Library and off Chandler Street, there are existing park lights that border the parking lot. There is no additional lighting by the playground, which borders the Broadkill River. Milton Memorial Park is well visited year round, especially during the summer concert series, and this area gets extremely dark which causes potential public safety issues.

Milton, through a police department grant, has received funding in the amount of \$5,400 towards the installation of three park lights. We received a quote in the amount of \$14,215 (attached). Additional funding of \$8,815.00 is needed to see the project to fruition.

Your consideration and possible assistance is greatly appreciated. As stated, this is a public safety concern and we would like to move forward quickly.

Respectfully Submitted,

Kristy L. Rogers
Town Clerk

Todd Mumford
24933 Radish Rd
Millsboro, DE 19966
October 7, 2014

The Honorable Vance Phillips
Councilman
Sussex County Council
PO Box 589
Georgetown, DE 19966

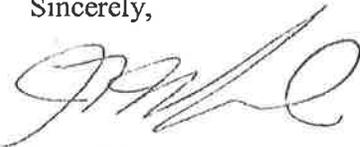
Dear Councilman Phillips:

The Delaware Diamonds Gold is the top team in an organization based out of Georgetown, Delaware that teaches softball to girls from around age 9 until some of them are freshmen in college. The girls on these teams are very active in the community and many of them have received recognition for their talents by being selected to All-State teams. Several girls with a Delaware Diamonds pedigree have represented Sussex County in the Senior and Big League World Series held annually in Roxana. Developing this talent is an expensive proposal. Training aids and tournament fees cost the team several thousands of dollars each year, not including the travel expenses which are largely borne by the parents. To meet these expenses the girls and their families have worked the Punkin' Chunkin' event. We would park cars, collect trash, put up and take down fencing or even help answer phones. Last year, the organization worked enough hours at the event to earn over \$19,000. Needless to say, with the cancellation of that event this year, it puts the budget in a difficult place. Whereas these girls are mostly Sussex County natives, going to Sussex County schools and will represent Delaware at tournaments all over the east coast, I am hopeful that the Council would help close this budget gap with a \$1000.00 contribution (\$200.00 from each member). This money will allow the team to continue to pay for the tournaments and buy the equipment that keeps the softball in Sussex County on par with the best in the world.

We are a tax-exempt organization and the tax id number is 16-1749134.

Thank you in advance for your support.

Sincerely,



Todd Mumford, Coach
Delaware Diamonds Gold



902 Savannah Road, Lewes, DE 19958
beebefoundation.org | (302) 644-2900

Medical Foundation

September 8, 2014

Mr. Griffith
Sussex County Council
PO Box 589
Georgetown, DE 19947-0589

Dear Mr. Griffith,

Beebe Healthcare has continued to grow throughout Sussex County with 7 locations to meet the increasing demand for accessible and quality healthcare in our community. To meet these challenges, we have relied on the support and generosity of our community, especially at our fundraising events. We are writing to ask for your consideration of a sponsorship or underwriting opportunity for the upcoming *27th Annual Beebe Ball*.

This year the *Beebe Ball* will be funding Digital Breast Tomosynthesis (DBT) that is a revolutionary three-dimensional digital mammography technology that provides radiologists with greater clarity in identifying and characterizing individual breast structures. This improvement in diagnostic accuracy will lead to more accurate readings reducing the number of call backs, fewer biopsies and less stress for our patients.

Enclosed you will find a pamphlet describing the number of highly visible sponsorships and underwriting opportunities to promote your company and demonstrate your support of Beebe Healthcare. Please consider supporting Beebe with a gift of \$1,000 All Aboard sponsorship or another level of your choosing. Your participation as a sponsor will help ensure our success in continuing to meet the needs of our growing community.

As you consider your sponsorship or underwriting, please mark your calendar and plan to join us at the *Beebe Ball on The Orient Express* on November 1. Our goal is to raise \$150,000.

Thank you in advance for your consideration. Please be sure to sign up early, so we can be sure we secure your tickets (the event always sells out, so another great reason to be a sponsor!) and can promote your generous gift early and often. One of our committee members will be contacting you within the week to follow up with you. If you have any questions, please call the Beebe Medical Foundation at 302-644-2900 or go to beebefoundation.org.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jane Casazza'.

Jane Casazza
Co-Chair Sponsorship Committee

A handwritten signature in cursive script, appearing to read 'Denise Poslusny'.

Denise Poslusny
Co-Chair Sponsorship Committee

Enclosure



October 13, 2014

Councilman Vance Phillips
2 The Circle
P.O. Box 589
Georgetown, DE 19947

Dear Councilman Phillips,

The Dagsboro Church of God respectfully requests your consideration for request for request from your council account in the amount of \$1,000.00 to assist us in our emergency food pantry. Our program is an emergency food pantry to assist any and all that may be in need of food in our local area. Our goal is to eliminate the food cost of the family, temporarily, so that they may put those funds towards another bill to avoid late payments or shut-offs. When a family comes in to receive help, we supply them with enough food to last 4 -5 days, 3 meals a day, including snacks. The families that we assist live in Frankford, Selbyville, Dagsboro, Ocean View, and Bethany.

Last year we served over 1,315 families and 3,498 individuals in our community and anticipate that the need will only rise next year. We currently receive a monthly support of \$100 from Atlantic Community Thrift Store to support the food pantry but all else comes from the congregation at Dagsboro Church of God. Every dollar that we receive from this grant will be used in the purchasing of food for families living in Sussex County that may otherwise do without.

We deeply appreciate your consideration of supporting this project. Our tax exempt group number is 51-0269111. Please make any contributions payable to Joseph's Storehouse. If you have any questions or need further information on this, please do not hesitate to call our office administrator, Amy Jones.

Respectfully Yours,

Curtis Jones
Business Pastor

October 08, 2014

Sussex County Council Members:

Joan Deaver District 3

Samuel R. Wilson District 2

C/O Gina Jennings

I am writing to you asking for a Councilmatic grant for the Ellendale Open Arms Food Pantry. Which serves food baskets to Ellendale, Redden and Greenwood areas. We serve around an average of 112 families per month. We are a non - profit pantry and we serve all who knock on our door for help who lives in our areas of service. We are a non-denominational pantry and we do not judge on race, gender or any other reason for discrimination. We are here to serve the poor and supply them with food for that family to feed them for three days. So we are asking for a \$500.00 donation to help feed those who qualify and are served at Open Arms Food Pantry 302 S Washington Street, Ellendale De. 19941. Thank you all for your services and your grant monies will be greatly appreciated as well as needed. Again thank you !

Many Thanks!



John T. Lare

Ellendale Open Arms Food Pantry through
United Methodist Church - Ellendale