



Sussex County Council Public/Media Packet

**MEETING:
November 3, 2015**

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



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Sussex County Council

A G E N D A

NOVEMBER 3, 2015

10:00 A.M.

**AMENDED ON OCTOBER 30, 2015 at 10:15 a.m.¹

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Drainage Presentation

Consent Agenda

1. Wastewater Agreement No. 1036
Sussex County Project No. 81-04
The Resort at Massey's Landing
Long Neck Sanitary Sewer District
2. Wastewater Agreement No. 556-4
Sussex County Project No. 81-04
Peninsula Lakes – Phase 1 Construction
Long Neck Sanitary Sewer District
3. Wastewater Agreement No. 1024
Sussex County Project No. 81-04
Family Entertainment Center
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

Todd Lawson, County Administrator

1. Discussion on Extensions of Expiring Land Use Applications
2. Administrator's Report

****10:15 a.m. Public Hearing**

Berzin Expansion of the South Bethany Sanitary Sewer District

Gina Jennings, Finance Director

1. FY2016 Quarterly Financial Report
2. Advertisement of Property

Jim Hickin, Director of Airport and Industrial Park Operations

1. William and Jason Briedis – Assignment of Lease

Joe Wright, County Engineer

1. PS 210 Forcemain to IBRWF: Plantation, Robinsonville, and Kendale Roads, Project 15-08B
 - A. Bid Award
2. PS 210, Projects 15-07, 15-08A, 15-08B, 15-08C
 - A. Construction Administration and Resident Project Representative Services

Buddy Lynch, GIS Specialist

1. Kings Highway De-Annexation of the West Rehoboth Sanitary Sewer District
 - A. Request to Prepare and Post Notices

Grant Requests

1. Rehoboth Beach Historical Society for museum exhibits
2. American Diabetes Association for camping program expenses
3. Fenwick Island Lions Club for parade expenses

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

Conditional Use No. 2030 filed on behalf of Dean Sherman / Sherman Heating Oil

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR PROPANE AND OIL STORAGE TANKS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 8.82 ACRES, MORE OR LESS” (located west of Sussex Highway (U.S. Route 13) and east of Seaford Road (U.S. Route 13A) (Tax I.D. No. 331-3.00-164.00) (911 Address: None Available)

Conditional Use No. 2031 filed on behalf of East Coast Auto, Inc.

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR USED CAR SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 1.3 ACRES, MORE OR LESS” (located south of Stein Highway (Route 20) 0.29 mile east of Woodland Ferry Road (Route 78) (Tax I.D. No. 531-11.00-40.00) (911 Address: None Available)

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on October 27, 2015 at 10:15 a.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.

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¹ Per 29 Del. C. § 10004 (e) (5) and Attorney General Opinion No. 13-IB02, this agenda was amended to include a 10:15 a.m. Public Hearing on the Berzin Expansion of the South Bethany Sanitary Sewer District. The agenda amendment was required to address this matter which needs immediate Council attention.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 13, 2015

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 13, 2015, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

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

Call to
Order

Mr. Vincent called the meeting to order.

M 509 15
Approve
Agenda

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

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of September 29, 2015 were approved by consent.

Public
Comments

Public Comments

Paul Reiger commented on the definition of scrap tires and building permits for fences.

Dan Kramer commented on a Facebook post about him and a family member.

Report on
The Live
Conference

Sally Beaumont and Ruth Ann Beideman, Members of the Advisory Committee on Aging and Adults with Physical Disabilities for Sussex County, presented information on the Annual LIVE Conference scheduled for October 21, 2015 from 9:00 a.m. to 2:15 p.m. at the CHEER Community Center on Sandhill Road in Georgetown, Delaware. For additional information and/or tickets, interested parties can visit the following website: <http://bitly.com/LIVE2015Conference>. The mission of The LIVE Conference is to improve the knowledge and understanding of services and techniques

Report (continued) that support seniors who want to live physically and financially safe and secure in their homes and communities. The focus of this year's conference will be on transportation resources available to Sussex County's seniors and citizens with disabilities.

Employee Recognition Pickle Awards Mr. Lawson reported that, beginning in 2015, the County embarked on the employee recognition campaign known as "Give Them the Pickle Program". This is a program whereby employees who witness or experience other employees' exceptional customer service can acknowledge those employees by notifying a manager. Additionally, when a County resident or customer provides kudos or thanks to an employee, a manager can use that as another method to give an employee a "Pickle".

Mr. Lawson also reported that, during the first two quarters of 2015, over 120 employees received recognition. Two of the recipients had their names drawn for the first two quarters of 2015 and will receive trophies and a free vacation day. The First Quarter Winner was Bonnie O'Bier, Sussex County Paramedic, and the Second Quarter Winner was Al Yore, employee at the South Coastal Library. The Council recognized Ms. O'Bier and Mr. Yore and the other Pickle Award Winners in attendance.

Wastewater Agreement Mr. Lawson presented a wastewater agreement for the Council's consideration.

M 510 15 Execute Wastewater Agreement/ Americana Bayside Village C Phase 1B A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, for Sussex County Project No. 81-04, Agreement No. 1015-1, that the Sussex County Council execute a Construction Administration and Construction Inspection Agreement between Sussex County Council and CMF Communities, LLC for wastewater facilities to be constructed in Americana Bayside – Village C – Phase 1B, in the Fenwick Island Sanitary Sewer District.

Motion Adopted: 5 Yeas.

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

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

1. Airfield Lighting Maintenance Training

I am pleased to report that two members of our Engineering Department, David Wootten and Jason Horsman, recently completed the Airport Certified Employee (ACE) – Airfield Lighting Maintenance course provided by the American Association of Airport Executives (AAAE). The ACE-Airfield Lighting Maintenance program is an extensive curriculum based on FAA, U.S. military, and international

**Administrator's
Report
(continued)**

recommendations. The course provides detailed electrical theory and proven maintenance techniques, while educating and challenging airport personnel like David and Jason. The course requires a lot of work and they put a lot of effort into successfully completing the program. The ACE designation is a prestigious one – congratulations to David and Jason who are now part of an elite group of airfield lighting professionals.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, The Overlook (aka Bayville Pointe) and The Overlook (aka Bayville Pointe), Phase 2A, received Substantial Completion effective September 30th.

(Mr. Wootten and Mr. Horsman were in attendance and were recognized by the Council for their accomplishments.)

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

**Sheriff's
Office
Update**

Sheriff Robert Lee presented an office update: topics of discussion included staff, streamlined office operations, documents served, Sheriff sales, certification and training for constable positions, and community relations.

**Report on
Receipt of
Public
Comments/
CZ 1769 &
CU2012**

Lawrence Lank, Director of Planning and Zoning, commented on the status and record of Change of Zone No. 1769 and Conditional Use No. 2012, filed on behalf of Ocean Atlantic Communities, LLC. Mr. Lank stated that, on May 5, 2015, the Council held a public hearing on this application. At the conclusion of the public hearing, Council requested additional information from DNREC and DelDOT; on that date, action was deferred and the record was left open for the purpose of having specific points answered by staff, DNREC and DelDOT.

On August 4, 2015, Mr. Lank reported to Council that a response was received from DNREC Site Investigation and Restoration Section and from DelDOT. On that date, it was noted that the public would be given the opportunity to comment on the information submitted and the public was given a 15 day period of time, until August 19, to submit written comments pertaining to the information submitted to Council.

Mr. Lank reported that, prior to the August 19th deadline, correspondence was received from Bill Gregg, a resident on Tulip Drive; and James A. Fuqua, Jr., Esquire of Fuqua, Yori and Willard, P.A.; and W. Zachary Crouch, Professional Engineer with Davis Bowen & Friedel, Inc. on behalf of the applicants.

Mr. Lank noted that these applications can now be placed on a future agenda for a decision.

M 511 15
Close
Record
CZ 1769

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to close the record on Change of Zone No. 1769 filed on behalf of Ocean Atlantic Communities, LLC.

Motion Adopted: 5 Yeas.

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

M 512 15
Close
Record
CU 2012

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to close the public record on Conditional Use No. 2012 filed on behalf of Ocean Atlantic Communities, LLC.

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/
CU 2014

Under Old Business, the Council considered Conditional Use No. 2014 filed on behalf of Jay Beach.

The Planning and Zoning Commission held a Public Hearing on this application on April 9, 2015 at which time action was deferred. On April 23, 2015, the Commission recommended that the application be approved with conditions.

The County Council held a Public Hearing on this application on May 19, 2015 at which time action was deferred for additional information, which has been received and reported.

M 513 15
Adopt
Ordinance
No. 2420/
CU 2014

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to Adopt Ordinance No. 2420 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING AND SITE WORK BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.2594 ACRES, MORE OR LESS" (Conditional Use No. 2014) filed on behalf of Jay Beach, with the following conditions:

- a. The residence must be located in front of all accessory buildings on the property. No accessory buildings or storage areas shall be located forward of the rear wall of the residence.**
- b. As stated by the Applicant, he will reside on this property during the operation of this use. The Applicant provided testimony that it will be operated much like a home occupation. As a result, the Conditional Use shall expire if the Applicant no longer resides at the property.**

**M 513 15
Adopt
Ordinance
No. 2420/
CU 2014
(continued)**

- c. All equipment, machinery and vehicles associated with the business must be kept inside a wood or vinyl fenced and locked area so that it is screened from view of neighboring or adjacent properties and roadways.
- d. In addition to being located behind the residence, all equipment, storage and service buildings shall be constructed in the middle and northeast corner of the property away from the neighbors to the South as illustrated by the Applicant and be at least 200 feet from Beaver Dam Road. These structures must also be enclosed within the fenced area.
- e. There shall not be any dirt, tree stumps, stones, mulch, or other materials stored on the property.
- f. There shall not be any retail sales conducted from the property.
- g. One unlighted sign, not to exceed 32 square feet per side, shall be permitted.
- h. There shall not be any storage of junked, inoperable, unregistered or untitled vehicles or equipment on the property.
- i. Any security lighting on the property shall be downward screened so that it does not shine on neighboring properties or roadways.
- j. All equipment repairs and maintenance must be performed inside of a structure on the premises.
- k. All parking areas for employees shall be shown on the Final Site Plan and clearly marked on the site.
- l. All areas for parking equipment must be shown on the Final Site Plan and clearly marked on the site within the fenced-in area.
- m. All oils, fluids, hazardous substances, etc. associated with the business must be stored inside of a structure and disposed of in accordance with the applicable laws and regulations.
- n. The project shall be subject to all DelDOT entrance and roadway improvement requirements.
- o. A revised Preliminary Site Plan must be submitted to the Planning and Zoning Commission depicting these conditions of approval or noting them upon it.
- p. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Nay.

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

**Proposed
Herring
Creek SSD/
Request
to Post
Notices**

John Ashman, Director of Utility Planning, presented a request to prepare and post notices for a public meeting to establish a boundary for the Proposed Herring Creek Sanitary Sewer District. On January 7, 2014, the County Council granted permission to circulate petitions on the question of establishing a sanitary sewer district; the result was 177 petitions in favor and 5 opposed. Mr. Ashman reported that they have been working every angle to get the best funding for the project as the proposed boundary at

(continued) this time is very large and the lots are large as well, which drives the cost higher. Mr. Ashman reported that the Engineering Department will need to re-evaluate the costs once the final boundary is established.

M 514 15
Grant
Permission
to Post
Notices/
Proposed
Herring
Creek SSD

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based on the receipt of petitions submitted pursuant to 9 Del.C. §6503, the Sussex County Council hereby grants permission for the Sussex County Engineering Department to prepare and post notices for a public meeting to establish a boundary for the Proposed Herring Creek Sanitary Sewer District.

Motion Adopted: 5 Yeas.

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

Proposed
Winding
Creek
Village
Water
District/
Request
to Post
Notices

John Ashman, Director of Utility Planning, presented a request to prepare and post notices for a public meeting to establish the boundaries for a water district for the Proposed Winding Creek Village Water District. Mr. Ashman noted that this is the area where DHSS has been monitoring wells and reported many with high nitrates and chloride, possibly from salt water intrusion. On January 7, 2014, the County Council granted permission to circulate petitions on the question of establishing a water district; the result was 90 petitions in favor and 0 opposed. Mr. Ashman reported that they have been working every angle to get the best pricing for the project as the proposed boundary contains large lots. He stated that the Department is looking into buying contract bulk water from Tidewater and, possibly looking to them for operations and maintenance. Mr. Ashman noted, however, that it would still be a County water district. Mr. Ashman reported that the Engineering Department will need to re-evaluate the costs once the final boundary is established.

M 515 15
Grant
Permission
to Post
Notices/
Proposed
Winding
Creek
Water
District

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the receipt of petitions submitted pursuant to 9 Del.C. §6503, the Sussex County Council hereby grants permission for the Sussex County Engineering Department to prepare and post notices for a public meeting to establish a boundary for the Proposed Winding Creek Village Water District.

Motion Adopted: 5 Yeas.

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

Rehabilitate
Taxiway A
(South)
Project/Bal
C/O

Helen Naylor, Project Engineer, presented a Balancing Change Order for the Rehabilitate Taxiway A (South) Project, Sussex County Project No. 14-14. The previous change order reduced the contract amount by \$40,042.25. This Balancing Change Order adjusts all quantities to their final amounts and further reduces the contract amount by \$16,273.98 for a total reduction

(continued) of \$56,316.23. This results in a final construction cost of \$476,989.62. Ms. Naylor noted that the project started on April 13, 2015 and was substantially complete on May 8, 2015.

M 516 15
Approve
Final
Change
Order for
Rehabilitate
Taxiway A
(South)
Project

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that Final Change Order No. 2 for Contract No. 14-14, Rehabilitate Taxiway A (South) be approved, which decreases the contract amount by \$16,273.98 for a new total of \$476,989.62.

Motion Adopted: 5 Yeas.

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

Grant
Request

Mrs. Jennings presented a grant request for the Council's consideration.

M 517 15
Council-
manic
Grant

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to give \$2,000.00 (\$400.00 from each Councilmanic Grant Account) to Nemours for the annual Sussex Outdoors Summit and two-day family festival.

Motion Adopted: 5 Yeas.

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

Introduction
of Proposed
Ordinance

Mr. Wilson introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR LAND APPLICATION OF BIO-SOLIDS AS AGRICULTURAL FERTILIZER FOLLOWING DNREC APPROVAL TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 203.0 ACRES, MORE OR LESS" (Conditional Use No. 2035) filed on behalf of Synagro Central, LLC (Tax I.D. No. 133-3.00-4.00 and 133-7.00-1.00, 4.00, 11.00 and 12.10 (all of or parts of) (911 Address: None Available).

The Proposed Ordinance will be advertised for Public Hearing.

Council
Members'
Comments

Council Members' Comments

Mrs. Deaver complimented DelDOT on the new intersection on Plantation Road.

Mr. Cole commented on the term "rehabilitating" as it pertains to rehabilitating the airport runway.

M 518 15 **At 11:41 a.m., a Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to recess the Regular Session and go into Executive Session for the purpose of discussing issues relating to land acquisition.**
Go Into
Executive
Session

Motion Adopted: 5 Yeas.

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

Executive **At 11:44 a.m., an Executive Session of the Sussex County Council was held**
Session **in the Basement Caucus Room to discuss matters relating to land**
acquisition. The Executive Session concluded at 12:10 p.m.

M 519 15 **At 12:12 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Arlett,**
Reconvene **to come out of Executive Session and to reconvene the Regular Session.**
Regular
Session

Motion Adopted: 3 Yeas, 2 Absent.

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

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

M 520 15 **At 12:13 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Arlett,**
Recess **to recess until 1:30 p.m.**

Motion Adopted: 3 Yeas, 2 Absent.

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

M 521 15 **A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to reconvene**
Reconvene **the meeting at 1:31 p.m.**

Motion Adopted: 3 Yeas, 2 Absent.

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

Rules **Mr. Moore read the Rules of Procedure for County Council meetings.**

Mr. Arlett and Mr. Wilson joined the meeting.

**Public
Hearing/
CZ 1784**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A C-1 GENERAL COMMERCIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 0.9 ACRE, MORE OR LESS" (Change of Zone No. 1784) filed on behalf of Marlene C. Stebelsky (Tax Map I.D. No. 133-16.00-57.00) (911 Address: 12 Heritage Lane, Millsboro).

The Planning and Zoning Commission held a Public Hearing on this application on September 10, 2015 at which time the Commission recommended that the application be approved.

(See the minutes of the meeting of the Planning and Zoning Commission dated September 10, 2015.)

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

Mr. Lank distributed Exhibit Books which were previously provided by the Applicant.

The Council found that David Hutt, Attorney for the Applicant, and Susan Mills, Realtor, were present on behalf of the application. They provided information on the reasons for the application to downzone; the history of the zoning of the site and the area; and the zoning of the adjacent property, which is MR Medium Density Residential.

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

**M 522 15
Adopt
Ordinance
No. 2421/
CZ 1784**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to Adopt Ordinance No. 2421 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A C-1 GENERAL COMMERCIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 0.9 ACRE, MORE OR LESS" (Change of Zone No. 1784) filed on behalf of Marlene C. Stebelsky.

Motion Adopted: 5 Yeas.

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

**History/
Zoning
Maps**

Mr. Lank referenced and explained the zoning maps that were created in 1971, on which the above mentioned property was zoned commercial.

**Comment/
No Conflict/
CZ 1786** In regards to the Public Hearing on Change of Zone No. 1786, Everett Moore, Attorney, stated for the record that he does not represent, nor has he ever represented, Wilson Baker, Inc.; however, he does represent and has represented an entity that one of the principals of Wilson Baker, Inc. are part of and that it has nothing to do with this property or anything concerning Wilson Baker.

**Public
Hearing/
CZ 1786** 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 CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS" (Change of Zone No. 1786) filed on behalf of Wilson Baker, Inc. (Tax Map I.D. No. 230-26.00-40.00) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on September 10, 2015 at which time the Commission recommended that the application be approved.

(See the minutes of the Planning and Zoning Commission dated September 10, 2015.)

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

The Council found that Matt Baker, one of the owners of the property, was present with Mark Davidson of Pennoni Associates, Inc. on behalf of the application. They provided information on the reasons for the application for rezoning, the immediately adjacent property which is owned by the Applicant and improved by a convenience store/Exon gas station; the proposed use of the subject property to expand the convenience store use; other uses and zonings in the area; and the intent to combine the two properties to create a larger property so that they can enlarge the convenience store facility. They noted that the existing convenience store property has an on-site well and is connected to the Ellendale Sanitary Sewer District; that they will use the existing well on the Exon station site for the subject property; and that the subject site will need to be annexed into the Ellendale Sanitary Sewer District. They also noted that no Traffic Impact Study is required by DelDOT.

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

**M 523 15
Adopt
Ordinance
No. 2422/
CZ 1786** A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to Adopt Ordinance No. 2422 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL

M 523 15 **OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX**
(continued) **COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS” (Change of Zone**
 No. 1786) filed on behalf of Wilson Baker, Inc.

Motion Adopted: 5 Yeas.

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

Mr. Moore noted that the next two Public Hearings would be heard together.

Public
Hearing/
CZ 1783
and
CU 2028

A Public Hearing was held on the Proposed Ordinances entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 14.79 ACRES, MORE OR LESS” (Change of Zone No. 1783) and “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 14.79 ACRES, MORE OR LESS” (Conditional Use No. 2028) filed on behalf of Cauthen Ventures DE, LLC. (Tax Map I.D. No. 533-12.00-100.00) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on these applications on September 10, 2015 at which time action was deferred.

(See the minutes of the Planning and Zoning Commission dated September 10, 2015.)

Lawrence Lank, Director of Planning and Zoning, presented a summary of the Commission’s Public Hearing on these applications.

The Council found that James Fuqua, Attorney, was present with Jason Palkewicz, Professional Engineer, and Frank Kea, Landscape Architect with Solutions IPEM, on behalf of the application. They gave a presentation on the application and provided information on: the proposal for a residential community (The Grove) containing 61 townhome dwelling units; the rezoning application which would allow for the proposed unit types; the status of the wetlands and the non-disturbance of those areas; other zonings and residential developments in the area; roads, streetlights, curbing, bike/pedestrian lane, community gathering area; open space; stormwater, and compliance with the County’s Comprehensive Plan.

**Public
Hearing/
CZ 1783
and
CU 2028
(continued)**

Mr. Fuqua stated that the proposed rezoning is an infill area; that DelDOT determined that no Traffic Impact Study is required; that there will be no access to Bayshore Drive and they are agreeable to terminating the Access Agreement; and that the only entrance will be from Route 54.

There were no public comments in support of the application.

Public comments were heard in opposition to the application.

Chad Toms of Whitefield, Taylor & Preston was present on behalf of the Bayville Shores Homeowners Association to discuss the residents' concerns regarding the proposed increase in density which will affect the traffic that might access Bayville Shores Road as well as any storm and surface water that may travel on or through its property. Mr. Toms commented on a roadway agreement that was put in place over a privately owned roadway when the community was under developer control and he stated that in regards to the stormwater management and surface water, Bayville Shores Drive, which accesses Route 54, has certain ponding of water and what they consider to be a failing stormwater management system; that the Bayville Shores Homeowners Association has been invited by Swann Keys to participate in a request for funding for studies to address some of the run-off problems; that the community has retained its own engineer but has not yet received a report; that they are seeking a condition that the proposed development have no adverse impact upon Bayville Shores; and that they ask that the record for this Public Hearing be left open so they can obtain their engineering report and submit the report to the Council. Mr. Toms noted that their engineer was not retained until after the Public Hearing before the Planning and Zoning Commission.

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

Mr. Arlett and Mr. Lank commented on the fact that the Sussex Conservation District has the final authority over stormwater management.

**M 524 15
Defer
Action on
CZ 1783**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to defer action 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 MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 14.79 ACRES, MORE OR LESS" (Change of Zone No. 1783) filed on behalf of Cauthen Ventures, LLC.

Motion Adopted: 5 Yeas.

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

M 525 15
Defer
Action on
CU 2028

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to defer action on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 14.79 ACRES, MORE OR LESS" (Conditional Use No. 2028) filed on behalf of Cauthen Ventures DE, LLC

Motion Adopted: 5 Yeas.

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

M 526 15
Adjourn

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to adjourn at 2:37 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.}

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 20, 2015

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 20, 2015, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

Councilman Samuel R. Wilson, Jr. was absent.

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

**Call to
Order**

Mr. Vincent called the meeting to order.

Mr. Vincent announced that Councilman Sam Wilson has suffered a stroke and is in the hospital recovering and undergoing rehabilitation.

**M 527 15
Amend
and
Approve
Agenda**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to amend the Agenda by deleting "Approval of Minutes" and to approve the Agenda, as amended.

Motion Adopted: 4 Yeas, 1 Absent.

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

**Corre-
spondence**

Correspondence

Mrs. Deaver commented on correspondence she has received regarding development in District 3.

**Public
Comments**

Public Comments

There were no public comments.

**UD
Cooperative
Extension
Update**

Mark Isaacs, Director, University of Delaware Carvel Research and Education Center, thanked Council for its continued annual support of all of the programs at the Carvel Research and Education Center. Dr. Isaacs gave an overview of how the County's funding is used by the Center in

UD Update (continued) **Sussex County: Extension Programs, Poultry Research, Lasher Lab, Crop Programs, and Safety Programs. The Council presented a check to Mr. Isaacs for the University of Delaware Carvel Research and Education Center in the amount of \$69,049.00.**

Proclamation/Red Ribbon Week **The Council presented a Proclamation entitled “PROCLAIMING OCTOBER 23 THROUGH 31, 2015 AS “RED RIBBON WEEK” IN SUSSEX COUNTY” to several youth in attendance representing the Seaford Young Marines.**

Proclamation/World Pancreatic Cancer Day **The Council presented a Proclamation entitled “PROCLAIMING NOVEMBER 13, 2015 AS WORLD PANCREATIC CANCER DAY IN SUSSEX COUNTY” to Eileen Rosenthal, on behalf of the Pancreatic Cancer Action Network, and Marlene Davis and Tom Pemberton, local pancreatic cancer survivors.**

Wastewater Agreement **Mr. Lawson presented a Wastewater Agreement for the Council’s consideration.**

M 528 15 **A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the**
Execute **recommendation of the Sussex County Engineering Department, for Sussex**
Wastewater **County Project No. 81-04, Agreement No. 889-1, that the Sussex County**
Agreement/ **Council execute a Construction Administration and Construction**
The Woods **Inspection Agreement between Sussex County Council and Bay Twenty,**
at Johnson’s **LLC for wastewater facilities to be constructed in The Woods at Johnson’s**
Corner **Corner, aka Fenwick Hamlet, aka Fox Haven, Phase 3, located in the**
 Johnson’s Corner Sanitary Sewer District.

Motion Adopted: 4 Yeas, 1 Absent.

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

Proposed Holiday Schedule and Council Meeting Schedule for 2016 **Mr. Lawson presented for the Council’s consideration, a proposed holiday schedule and County Council meeting schedule for 2016, as follows:**

Holiday Schedule

New Year’s Day	January 1 (Friday)
Martin Luther King, Jr. Day	January 18 (Monday)
Good Friday	March 25 (Friday)
Memorial Day	May 30 (Monday)
Independence Day	July 4 (Monday)
Labor Day	September 5 (Monday)
Election Day	November 8 (Tuesday)
Return Day	November 10 (Thursday)
Veterans Day	November 11 (Friday)
Thanksgiving	November 24 (Thursday) November 25 (Friday)

**Proposed
Holiday
Schedule
and Council
Meeting
Schedule
for 2016
(continued)**

Christmas

**December 23 (Friday)
December 26 (Monday)**

Note: In addition to the holiday schedule, the County grants each eligible employee two “floating holidays” per calendar year.

Council Meeting Schedule - (no meeting on these dates)

**January 19, 2016
February 23, 2016
March 22, 2016
March 29, 2016
April 26, 2016
May 31, 2016
July 5, 2016
July 12, 2016
August 16, 2016
September 6, 2016
September 13, 2016
October 18, 2016
November 8, 2016
November 22, 2016
December 20, 2016
December 27, 2016**

Mr. Lawson noted that the schedule, as proposed, is flexible and meetings can be changed as the Council’s work schedule demands.

**M 529 15
Approve
2016
Holiday &
County
Council
Meeting
Schedules**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, that the Sussex County Council approves the 2016 County Holiday and County Council Meeting schedules, as presented.

Motion Adopted: 4 Yeas, 1 Absent.

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

**Discussion/
Expiring
Land Use
Applications**

The Council discussed land use applications scheduled to expire on January 1, 2016. Mr. Lawson noted that, in prior years, the Council elected to extend the expiring applications which included conditional uses, RPCs and subdivisions. Mr. Lawson and zoning staff have been contacted by several developers or developer representatives for extensions. Mr. Lawson noted that the previous extensions were approved by County Council by ordinance. Mr. Lawson reported that he questioned legal staff regarding the granting of further extensions of the scheduled expirations. By memo, dated October 9, 2015, Vince Robertson, Assistant County Attorney, stated that because the time extensions were granted by ordinance, only the Council has the authority to consider extension requests and the Council

**Discussion/
Expiring
Land Use
Applications
(continued)**

will have to consider the requests as agenda items.

Mr. Lawson noted that the discussion on this date is simply to make the Council aware that legal staff has rendered a decision that any requests for extensions should be brought before the Council and that consideration will be given by the Council, on a case by case basis, to extend any applications that are set to expire January 1, 2016.

The Council discussed this matter and raised questions.

Council questioned the deadline for extension requests. Mr. Moore stated that he would review this for further discussion at the next Council meeting.

**Adminis-
trator's
Report**

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

1. Sussex County Emergency Operations Center Call Statistics – September 2015

Attached please find the call statistics for the Fire and Ambulance Callboard for September 2015. There were 14,876 total calls handled for the month of September. Of those 9-1-1 calls in September, 79 percent were made from wireless phones.

2. Council Meeting Schedule

A reminder that Council will not meet on Tuesday, October 27th. The next regularly scheduled Council meeting will be held on November 3rd at 10:00 a.m.

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

**Assignment
of Lease/
County
Bank
Hangar**

Jim Hickin, Director of Airport and Industrial Park Operations, presented for Council's consideration a Lease Assignment from County Bank to Rickards Aviation Group, LLC. Mr. Hickin explained that this is a ground lease for Lot E on Rudder Lane at the Airport. County Bank was assigned this lease in June 2014 by the then current lease holder, Meridian Aviation, LLC. Mr. Hickin explained that the original lease was signed in July 1997 with Allen Family Foods under the following terms: 30 year initial term expires July 31, 2027; two 5-year extensions with only tenant notice requirement; rent currently at \$2,387.00 per year (capped per lease terms); use of premises limited to aircraft storage and maintenance; assignment or subletting requires written County approval.

Mr. Hickin explained that the lease was assigned to County Bank in 2014 (in lieu of foreclosure) and that County Bank has been trying to sell the 5,400 sq. ft. hangar on the lot and is now requesting that the lease be assigned to Rickards Aviation Group, LLC. Mr. Hickin noted that the lease assignment requires Council approval. The terms of the lease would

Lease Assignment (continued)	remain the same. The Council discussed the terms of the original lease and lease assignments.
M 530 15 Approve Lease Assignment to Rickards Aviation Group (from County Bank)	A Motion was made by Mrs. Deaver, seconded by Mr. Cole, that the Sussex County Council approves the Assignment of the Lease for Lot E at Delaware Coastal Airport from County Bank to Rickards Aviation Group, LLC, as presented. Motion Adopted: 4 Yeas, 1 Absent. Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Arlett, Yea; Mr. Wilson, Absent; Mr. Vincent, Yea
Proposed Deerbrook Area Annexation/ LNSSD/ Report on Public Hearing	Rob Davis, Utility Planning Division, reported on the results of the Public Hearing for the Proposed Deerbrook Area Annexation into the Long Neck Sanitary Sewer District: 24 persons attended the Public Hearing and there were 16 yes votes and 8 no votes. By phone, email or letter, there were 3 yes votes and 5 no votes. (Total – 19 yes votes and 13 no votes). In response to questions, Mr. Davis noted that the no votes are most likely due to: cost, part-time residencies, septic systems working well, and citizens on fixed incomes. Mr. Davis reported that the proposal includes that the developer of the Deerbrook area will be building a pump station and providing the site for the pump station; they will also be building a force main and gravity lines and completing a crossing of Route 24 with a gravity sewer line bringing sewer to the west side of Route 24 in that area. John Ashman, Director of Utility Planning, responded to questions about notification to residents about the County’s new septic system relief policy and he stated that information about this policy will be provided to residents in connection letters.
M 531 15 Adopt R 016 15	A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to Adopt Resolution No. R 016 15 entitled “A RESOLUTION TO EXTEND THE BOUNDARY OF THE LONG NECK SANITARY SEWER DISTRICT (LNSSD) TO INCLUDE AN AREA OF LAND WEST OF JOHN J. WILLIAMS HIGHWAY, NEAR THE INTERSECTION WITH AUTUMN ROAD, EAST OF THE TOWN OF MILLSBORO”. Motion Adopted: 4 Yeas, 1 Absent. Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Arlett, Yea; Mr. Wilson, Absent; Mr. Vincent, Yea

**Extension
Request/
Sunrise
Ventures/
CU 1642**

Lawrence Lank, Director of Planning and Zoning, reported that, on August 13, 2015, the Planning and Zoning Commission considered a request for a five (5) year extension per a letter from Mark Dunkle, Esq., dated April 24, 2015, regarding Conditional Use No. 1642 (Sunrise Ventures, LLC), an application for 30 multi-family dwelling structures just southwest of Route One and north of the Lewes and Rehoboth Canal. Mr. Lank reported that, rather than granting the requested five (5) year extension, the Commission approved a suspension of the extension for six (6) months beginning on August 13, 2015; the suspension means that the site shall be required to be substantially under construction by July 1, 2016. Mr. Lank noted that included in the Council Packets was the letter of request from Mark Dunkle, Esq. and a letter from Vince Robertson, Assistant County Attorney, in response to Mr. Dunkle's request.

Mr. Lank noted that the application requesting an extension is for a 30 unit multi-family project located along the Lewes Rehoboth Canal and that it is a remediation/brownfield site that DNREC has been working on. Mr. Lank also noted that this application went through legal action for multiple years and that the applicants are now in the process of obtaining all of the necessary permits so that they can proceed with the project.

Mr. Lank noted that the Planning and Zoning Commission has approved the extension and the Applicant is requesting that the County Council affirm the Commission's action.

Questions were raised about future extension requests: whether or not an applicant should be in attendance during the consideration of an extension request; whether or not a recommendation should be given by staff; and length of extensions. It was noted that no additional requests will come through the Planning and Zoning Commission; the requests will come directly to the County Council.

**M 532 15
Affirm
Decision
of the
P&Z Com-
mission/
Extension
of CU1642/
Sunrise
Ventures**

A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to affirm the Planning and Zoning Commission's decision on an extension request from Sunrise Ventures, LLC (Conditional Use No. 1642) to approve the suspension of the extension for 6 months beginning on August 13, 2015. (The suspension means that the site shall be required to be substantially under construction by July 1, 2016.)

Motion Adopted: 4 Yeas, 1 Absent.

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

**Grant
Requests**

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

M 533 15

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to give \$250.00 (\$50.00 each from each Councilmanic Grant Account) to the Sussex County

M 533 15
Council-
manic
Grant
(continued)

Foster Parent Cluster Association for event expenses.

Motion Adopted: 4 Yeas, 1 Absent.

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

M 534 15
Council-
manic
Grant

A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, to give \$1,100.00 (\$220.00 from each Councilmanic Grant Account) to the Mason Dixon Woodworkers for their annual toy program.

Motion Adopted: 4 Yeas, 1 Absent.

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

Introduction
of Proposed
Ordinances

Mr. Cole introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR PARKING OF EMPLOYEE VEHICLES AND VANS FOR A CLEANING SERVICE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 22,323 SQUARE FEET, MORE OR LESS” (Conditional Use No. 2036) filed on behalf of Jimi Kellogg (Tax I.D. No. 334-13.00-873.00) (911 Address: 36181 Field Lane, Rehoboth Beach).

Mrs. Deaver introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR AN AUTO REPAIR SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.101 ACRES, MORE OR LESS” (Conditional Use No. 2037) filed on behalf of Gilbert J. Bernoski, Jr.

The Proposed Ordinances will be advertised for Public Hearing.

Council
Members’
Comments

Council Member’ Comments

Mr. Arlett referenced DelDOT’s workshop on the Route 113 ByPass through Millsboro and he stated for the record that he is in support of the State of Delaware and DelDOT providing additional infrastructure in Sussex County.

Mr. Vincent asked that the public keep Mr. Wilson and his family in thoughts and prayers.

**M 535 15
Adjourn**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to adjourn at 11:21 a.m.

Motion Adopted: 4 Yeas, 1 Absent.

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

Respectfully submitted,

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

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

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 26, 2015

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE RESORT AT MASSEYS LANDING
AGREEMENT NO. 1036

DEVELOPER:

Mr. Linford Faucett III
Massey's Landing Properties, L.L.C.
36625 Long Neck Road
Millsboro, DE 19966

LOCATION:

36625 Long Neck Road
Millsboro, DE 19966

SANITARY SEWER DISTRICT:

Long Neck Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

RV Retreat & Campground

SYSTEM CONNECTION CHARGES:

\$1,289,860.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
09/29/15

Department Of Natural Resources Plan Approval
10/08/15

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 120

Construction Admin And Construction Inspection Cost – \$138,871.02

Proposed Construction Cost – \$925,806.80



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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JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 20, 2015

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
PENINSULA LAKES - PHASE 1 CONSTRUCTION
AGREEMENT NO. 558 - 4

DEVELOPER:

John Canuso, Jr
Peninsula Lakes, LLC
Bldg. 1, 1st Floor
1010 Kings Highway South
Cherry Hill, NJ 08034

LOCATION:

Bay Farm Road and Legion Road

SANITARY SEWER DISTRICT:

Long Neck Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Project includes installation of about 40' of 8" force main connecting to an existing 8" force main stub, 40 lots in this phase.

SYSTEM CONNECTION CHARGES:

\$180,400.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/20/15

Department Of Natural Resources Plan Approval
04/01/14

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 270

Construction Admin And Construction Inspection Cost – \$71,522.48

Proposed Construction Cost – \$476,816.50



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ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
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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

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JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 26, 2015

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
FAMILY ENTERTAINMENT CENTER
AGREEMENT NO. 1024

DEVELOPER:

DJ Hill
RBFEC, L.L.C.
75 Kings Circle
Rehoboth Beach, DE 19971

LOCATION:

Dartmouth Road (off Route 1), Lewes DE (behind
WaWa)

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Approximately 32,906 square ft. Indoor Family
Recreation Facility

SYSTEM CONNECTION CHARGES:

\$5,775.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/23/14

Department Of Natural Resources Plan Approval
11/12/10

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 15
Construction Admin And Construction Inspection Cost – \$7,051.67
Proposed Construction Cost – \$47,011.10



COUNTY ADMINISTRATIVE OFFICES
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GEORGETOWN, DELAWARE 19947

Berzin Expansion of SBSSD

Public Hearing Fact Sheet

- Expansion of the South Bethany Sanitary Sewer District to include balance of proposed Berzin project and infill area.
- Permission to Prepare and Post was granted on 9/29/15.
- Letter and check received from developer for annexation.
- Project is contiguous with part of the proposed subdivision already in the sewer district. Proposal is 3.55 EDUs per acre.
- Project currently consists of 102 EDUs with a Commercial portion to be submitted for approval in the future.
- The project will install connection points for (3) other parcels currently in the sewer district but not yet served.
- The Developer and property owners will be responsible for System Connection fees in the amount of \$5,775.00 per EDU.
- To date there have been (2) letters, calls, emails or faxes (1) against the annexation (Annette Reeping, not included in the annexation area) and (1) call in support (Mr. Murray, large parcel to the east included in the annexation).

File: OM 3.15

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SOUTH BETHANY SANITARY SEWER DISTRICT (SBSSD) TO INCLUDE ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND, SITUATED ALONG COUNTY ROAD 361, (MUDDY NECK ROAD) AND COUNTY ROAD 363 (DOUBLE BRIDGES ROAD), AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE

WHEREAS, Sussex County has established the South Bethany 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 Muddy Neck Rd and Double Bridges Rd; 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 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 South Bethany Sanitary Sewer District to encompass the lands of situated in the area of Muddy Neck Rd and Double Bridges Rd, as follows:

BEGINNING at a point, situate on the westerly right of way (ROW) of Double Bridges Rd, said point being approximately 1190' southwest of the intersection of Kent Ave & Double Bridges Rd and southeasternmost corner of lands N/F of Pito LLC and a point on the existing boundary of the SBSSD, thence following said SBSSD boundary the following directions and distances: southwesterly 15± feet, northwesterly 777± feet, northerly 337± feet, southwesterly 410± feet, northeasterly 430± feet, easterly 1083± feet, southwesterly 50± feet, southeasterly 780± feet, southerly 1635± feet to a point, said point being a point on the existing boundary of the SBSSD and the southeasternmost corner of lands N/F of Elbridge & Betty Murray; thence following said lands of Murray the following directions and distances: northwesterly 100± feet, northwesterly 585± feet to a point, said point being the northeasternmost corner of lands N/F of State of Delaware and a point on the existing boundary of the SBSSD; thence following said boundary of the SBSSD the following directions and distances: southwesterly 815± feet, northwesterly 515± feet, southwesterly 175± feet, northwesterly 50± 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 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.


SOUTH BETHANY SANITARY SEWER DISTRICT ANNEXATION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)(:
COUNTY OF SUSSEX)(

BE IT REMEMBERED, That the subscriber, ROBERT LYNCH personally appeared before me and known to me personally to be such, who being by me duly sworn to law did depose and say as follows:

- A. On October 5, 2015 he was a Planning Technician for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On October 5, 2015 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
 - 1. On the area of land being considered for the proposed annexation of the South Bethany Sanitary Sewer District being part of tax map reference 134-17.00 in four (4) locations as follows:
 - a. On a driven stake located on parcel 134-17.00-30.01. Approximately 920' southwest of the intersection of Double Bridges Rd. and Muddy Neck Rd. ;
 - b. On a driven stake located on parcel 134-17.00-30.04. Approximately 300' northwest of the intersection of Double Bridges Rd. and Muddy Neck Rd;
 - c. On Delaware Electric Cooperative Pole 25097 located on the easterly side of Double Bridges Rd.;
 - d. On a driven stake located on parcel 134-17.00-30.04. Approximately 115' southwest of the intersection of Double Bridges Rd. and Muddy Neck Rd;
 - 2. On a driven stake near a stop sign within the Villages of Clearwater subdivision located at the intersection of Oceanside Pkwy and Muddy Neck Rd.

3. On a driven stake near a stop sign within the Homes of Waterside subdivision located at the intersection of Oceanside Pkwy and Muddy Neck Rd.
4. On a driven stake near a stop sign within the Ocean Farm subdivision located at the intersection of Neptune Dr. and Double Bridges Rd.
5. On a driven stake near a stop sign located at the intersection of S Coastal Ln. and Beaver Dam Rd. at the South Coastal Regional Wastewater Facility.


ROBERT LYNCH

SWORN TO AND SUBSCRIBED before me on this 7 day of Oct A.D., 2015.

NOTARY PUBLIC

My Commission Expires _____



**PUBLIC NOTICE OF PROPOSED
EXPANSION OF THE SOUTH BETHANY SANITARY SEWER DISTRICT
PARCELS LOCATED IN THE AREA OF DOUBLE BRIDGES RD AND KENT AV
LANDS OF BERZIN
FILE NUMBER: OM – 3.15**

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on September 29, 2015, to consider expanding the boundary of the South Bethany Sanitary Sewer District (SBSSD) to include parcels situated on the south side of County Road 361, Kent Avenue, and on the both sides of County Road 363, Double Bridges Road. These parcels are located in the Baltimore 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 westerly right of way (ROW) of Double Bridges Rd, said point being approximately 1190' southwest of the intersection of Kent Ave & Double Bridges Rd and southeasternmost corner of lands N/F of Pito LLC and a point on the existing boundary of the SBSSD, thence following said SBSSD boundary the following directions and distances: southwesterly 15± feet, northwesterly 777± feet, northerly 337± feet, southwesterly 410± feet, northeasterly 430± feet, easterly 1083± feet, southwesterly 50± feet, southeasterly 780± feet, southerly 1635± feet to a point, said point being a point on the existing boundary of the SBSSD and the southeasternmost corner of lands N/F of Elbridge & Betty Murray; thence following said lands of Murray the following directions and distances: northwesterly 100± feet, northwesterly 585± feet to a point, said point being the northeasternmost corner of lands N/F of State of Delaware and a point on the existing boundary of the SBSSD; thence following said boundary of the SBSSD the following directions and distances: southwesterly 815± feet, northwesterly 515± feet, southwesterly 175± feet, northwesterly 50± to a point, said point being that of the **BEGINNING**.

The proposed expansion of the SBSSD is within these boundaries and said to contain 45.34 acres, more or less. The boundary description has been prepared using Sussex County tax map number 134-17.00.

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

The public hearing will be held on this issue at 10:15am, November 3, 2015 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.

Joseph Wright, P.E.
Assistant County Engineer

Potential Expansion of the South Bethany Sanitary Sewer District



Proposed Expansion

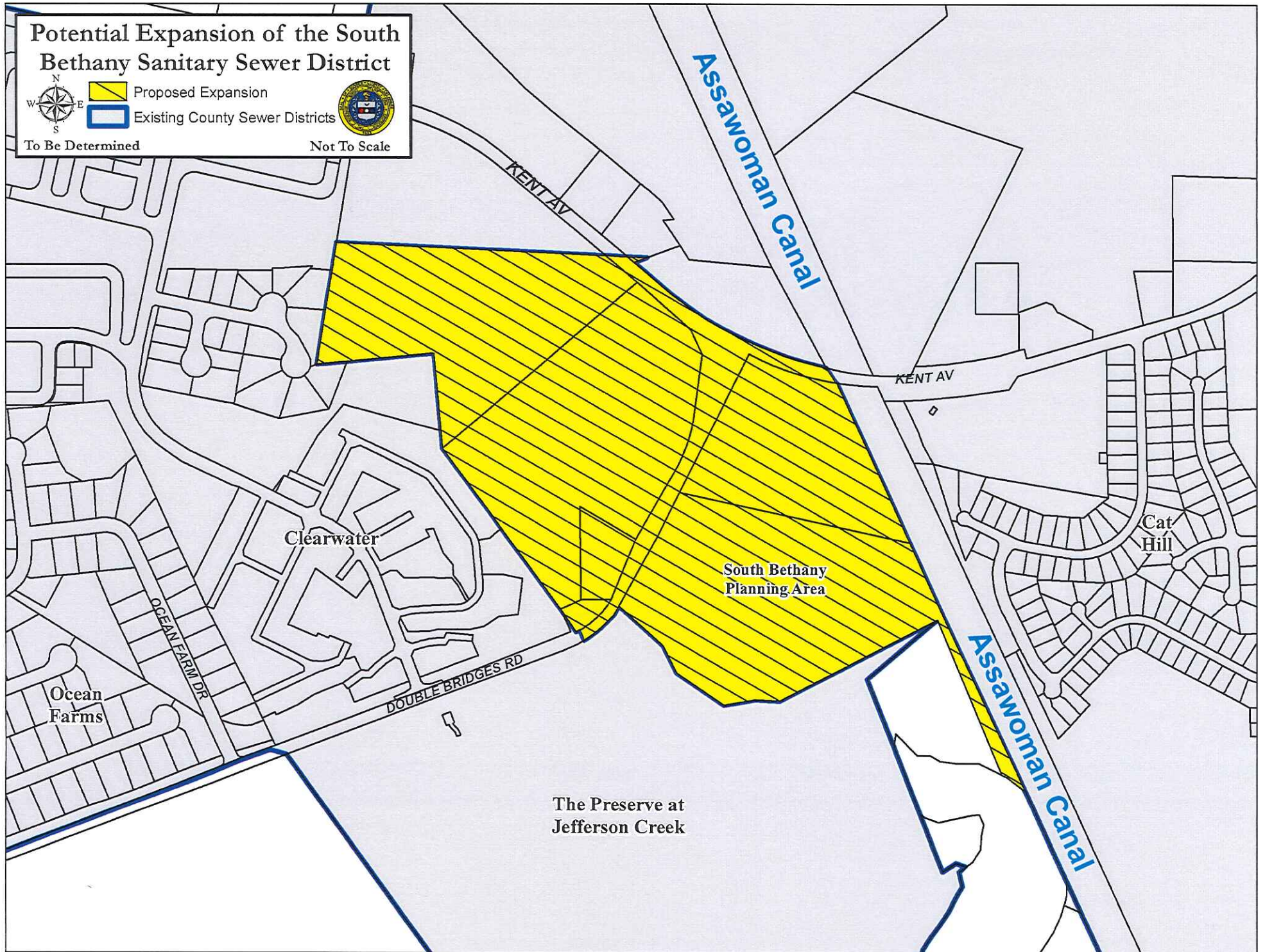


Existing County Sewer Districts



To Be Determined

Not To Scale



GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR


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



Sussex County
DELAWARE
sussexcountype.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 Robert B. Arlett

FROM: Gina A. Jennings
Finance Director 

RE: **FINANCIAL REPORT FOR THE QUARTER
ENDING SEPTEMBER 30, 2015**

DATE: October 30, 2015

Attached is the Unaudited Estimated Revenue and Expense Report for the quarter ending September 30, 2015, which I will be presenting to Council on Tuesday, November 3, 2015.

GAJ/nc

Attachment

Sussex County Council
Unaudited Revenue and Expense Report
As of September 30, 2015

Page 1 of 6
10/27/2015

	YTD Actual	Budgeted Amounts		% Over (Under) Budget YTD
		Annual	YTD	
REVENUES				
TAXES				
Property tax *	\$ 3,626,396.78	\$ 14,505,587.00	\$ 3,626,396.50	0.00%
TOTAL TAXES	3,626,396.78	14,505,587.00	3,626,396.50	0.00%
REALTY TRANSFER TAX	6,047,350.31	16,700,000.00	4,175,000.00	44.85%
SERVICES - BUILDING AND CONSTRUCTION				
Fire service fee (pass through)	364,852.43	1,000,000.00	250,000.00	45.94%
Building permit and zoning fee	481,985.08	1,325,000.00	331,250.00	45.50%
Building inspections	361,770.86	1,007,000.00	251,750.00	43.70%
Private road - review/inspection	233,301.17	560,000.00	140,000.00	66.64%
Mobile home placement tax (pass through)	27,392.32	92,000.00	23,000.00	19.10%
TOTAL SERVICES - BUILDING AND CONSTRUCTION	1,469,301.86	3,984,000.00	996,000.00	47.52%
SERVICES - GOVERNMENTAL FEES				
General government fee (911 system fee)	139,909.14	559,630.00	139,907.50	0.00%
Dog licensing	13,667.31	74,000.00	18,500.00	-26.12%
Other department fees	2,631.54	27,500.00	6,875.00	-61.72%
TOTAL SERVICES - GOVERNMENTAL FEES	156,207.99	661,130.00	165,282.50	-5.49%
INTERGOVERNMENTAL				
Federal operating grants	51,562.85	175,000.00	43,750.00	17.86%
State operating grants	987,042.32	4,488,478.00	1,122,119.50	-12.04%
Community development	159,600.03	1,704,484.00	426,121.00	-62.55%
TOTAL INTERGOVERNMENTAL	1,198,205.20	6,367,962.00	1,591,990.50	-24.74%
CONSTITUTIONAL OFFICES				
Clerk of the peace	51,390.00	134,000.00	33,500.00	53.40%
Recorder of deeds	917,698.82	3,370,000.00	842,500.00	8.93%
Register of wills	236,651.01	950,000.00	237,500.00	-0.36%
Sheriff	174,921.78	2,250,000.00	562,500.00	-68.90%
TOTAL CONSTITUTIONAL OFFICES	1,380,661.61	6,704,000.00	1,676,000.00	-17.62%

Note: This report has been prepared using the best available data. It is however, preliminary in nature and subject to change pending formal audit.

Sussex County Council
Unaudited Revenue and Expense Report
As of September 30, 2015

Page 2 of 6
10/27/2015

	YTD Actual	Budgeted Amounts		% Over (Under) Budget YTD
		Annual	YTD	
RENT				
Airport fuel sales	5,355.03	15,000.00	3,750.00	42.80%
Industrial airpark rent	101,190.36	448,300.00	112,075.00	-9.71%
Land rent	-	3,710.00	927.50	-100.00%
Emergency operations center (SUSCOM)	17,500.00	17,500.00	4,375.00	300.00%
Miscellaneous rentals	3,883.56	12,000.00	3,000.00	29.45%
TOTAL RENT	127,928.95	496,510.00	124,127.50	3.06%
MISCELLANEOUS				
Investment earnings	89,000.00	450,000.00	112,500.00	-20.89%
Fines	7,356.13	23,000.00	5,750.00	27.93%
Prothonotary	6,935.92	-	-	100.00%
Other charges	49,817.29	257,000.00	64,250.00	-22.46%
Appropriated project reserves	-	3,000,000.00	750,000.00	0.00%
TOTAL MISCELLANEOUS	153,109.34	3,730,000.00	932,500.00	-83.58%
Transfers in from sewer and water	64,673.40	300,000.00	75,000.00	-13.77%
TOTAL REVENUES	\$ 14,223,835.44	\$ 53,449,189.00	\$ 13,362,297.00	6.45%
* Accruals				

Note: This report has been prepared using the best available data. It is however, preliminary in nature and subject to change pending formal audit.

Sussex County Council
Unaudited Revenue and Expense Report
As of September 30, 2015

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EXPENDITURES	YTD Actual	Budgeted Amounts		% Over (Under) Budget YTD
		Annual	YTD	
General Government				
County council	\$ 134,370.62	\$ 611,565.00	\$ 152,891.25	-12.11%
County administration	115,425.13	1,001,502.00	250,375.50	-53.90%
Legal	95,934.97	500,000.00	125,000.00	-23.25%
Finance	632,010.10	1,885,444.00	471,361.00	34.08%
Assessment	353,220.05	1,568,802.00	392,200.50	-9.94%
Building code	186,306.66	741,490.00	185,372.50	0.50%
Mapping	214,925.06	748,410.00	187,102.50	14.87%
Human resources	132,140.62	515,709.00	128,927.25	2.49%
General employment and retirement	175,913.04	226,765.00	56,691.25	210.30%
Boards and Commissions	18,130.86	80,818.00	20,204.50	-10.26%
Building and grounds	383,911.22	1,584,197.00	396,049.25	-3.06%
Security	102,694.76	445,803.00	111,450.75	-7.86%
Information Technology	532,373.24	1,720,240.00	430,060.00	23.79%
Constable	65,040.54	283,569.00	70,892.25	-8.25%
Constable - dog control	180,036.59	742,546.00	185,636.50	-3.02%
Grant-in-aid programs	2,293,992.98	9,487,194.00	2,371,798.50	-3.28%
Planning and zoning	235,677.90	1,355,276.00	338,819.00	-30.44%
Paramedic	3,263,687.57	13,627,582.00	3,406,895.50	-4.20%
Emergency operations center administration	145,681.77	562,223.00	140,555.75	3.65%
Emergency operations center dispatchers	524,671.97	2,039,401.00	509,850.25	2.91%
Communications	116,577.72	403,548.00	100,887.00	15.55%
Local emergency plan program	17,398.86	75,914.00	18,978.50	-8.32%
Economic development	32,706.61	221,330.00	55,332.50	-40.89%
Industrial airport	165,932.14	732,492.00	183,123.00	-9.39%
Community development	590,726.83	1,999,746.00	499,936.50	18.16%
Engineering - administration	313,549.29	1,044,675.00	261,168.75	20.06%
Engineering - public works	136,527.98	705,357.00	176,339.25	-22.58%
Engineering - solid waste	12,921.94	149,100.00	37,275.00	-65.33%
Records management	39,245.57	194,224.00	48,556.00	-19.17%
Library	600,984.38	2,700,050.00	675,012.50	-10.97%
Marriage Bureau	42,745.24	183,292.00	45,823.00	-6.72%

Note: This report has been prepared using the best available data. It is however, preliminary in nature and subject to change pending formal audit.

Sussex County Council
Unaudited Revenue and Expense Report
As of September 30, 2015

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10/27/2015

	YTD Actual	Budgeted Amounts		% Over (Under) Budget YTD
		Annual	YTD	
Recorder of deeds	214,689.56	1,072,415.00	268,103.75	-19.92%
Register of wills	138,354.45	566,958.00	141,739.50	-2.39%
Sheriff	142,381.81	586,051.00	146,512.75	-2.82%
Interfund transfers	771,375.00	3,085,500.00	771,375.00	0.00%
TOTAL EXPENDITURES	13,122,263.03	53,449,189.00	13,362,297.00	-1.80%
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	1,101,572.41	-	-	

Note: This report has been prepared using the best available data. It is however, preliminary in nature and subject to change pending formal audit.

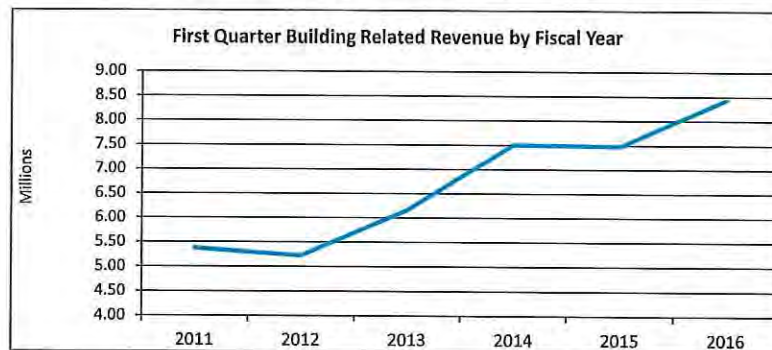
Sussex County Council
Unaudited Revenue and Expense Report
As of September 30, 2015

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10/27/2015

	YTD Actual	Budgeted Amounts		% Over (Under) Budget YTD
		Annual	YTD	
CAPITAL IMPROVEMENT REVENUES				
Federal airport grant	-	480,600.00	120,150.00	-100.00%
State airport grant	-	16,020.00	4,005.00	-100.00%
State library grant	-	-	-	
State paramedic grant	-	285,000.00	71,250.00	-100.00%
State capital grant	-	500,000.00	125,000.00	-100.00%
Realty Transfer	750,000.00	3,000,000.00	750,000.00	100.00%
Investment earnings	1,118.31	20,000.00	5,000.00	-77.63%
Operating Transfers	-	-	-	
Appropriated reserves	-	4,299,085.00	1,074,771.25	-100.00%
TOTAL CAPITAL IMPROVEMENT REVENUES	751,118.31	8,600,705.00	2,150,176.25	-65.07%
CAPITAL IMPROVEMENT EXPENDITURES				
General government	329,171.41	2,700,000.00	675,000.00	-51.23%
Paramedics	2,301.56	950,000.00	237,500.00	-99.03%
Emergency Preparedness	103,973.00	980,555.00	245,138.75	-57.59%
Engineering	-	550,000.00	137,500.00	-100.00%
Airpark	55,846.76	3,420,150.00	855,037.50	-93.47%
TOTAL CAPITAL IMPROVEMENT EXPENDITURES	491,292.73	8,600,705.00	2,150,176.25	-77.15%
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES				
	259,825.58	-	-	

Note: This report has been prepared using the best available data. It is however, preliminary in nature and subject to change pending formal audit.

Building Related Revenue	First Quarter Building Related Revenue by Fiscal Year					
	2011	2012	2013	2014	2015	2016
Building inspections	\$ 206,962.64	\$ 133,921.06	\$ 221,139.64	\$ 405,296.25	\$ 309,132.46	\$ 361,770.86
Building permit and zoning fee	283,736.42	311,960.39	312,971.09	426,251.30	398,641.76	481,985.08
Fire service fee (pass through)	193,541.76	217,633.90	224,107.93	324,154.23	310,069.96	364,852.43
Mobile home placement tax (pass through)	18,200.75	18,685.21	13,827.67	19,357.75	21,347.63	27,392.32
Private road - review/inspection	66,192.69	30,066.20	144,239.27	64,718.95	40,848.19	233,301.17
Recorder of Deeds	768,966.63	710,820.50	930,075.86	947,466.26	815,274.26	917,698.82
	1,537,600.89	1,423,087.26	1,846,361.46	2,187,244.74	1,895,314.26	2,387,000.68
Realty Transfer Tax	3,836,735.75	3,800,778.24	4,301,059.50	5,307,355.69	5,580,876.35	6,047,350.31
Total Building Related Revenue	\$ 5,374,336.64	\$ 5,223,865.50	\$ 6,147,420.96	\$ 7,494,600.43	\$ 7,476,190.61	\$ 8,434,350.99



Revenue	Percent increase over Previous Year
Building inspections	17%
Building permit and zoning fee	21%
Fire service fee	18%
Mobile home placement tax	28%
Private road - review/inspection	471%
Recorder of Deeds	13%
Realty Transfer Tax	26%
Total	13%

Total Dwelling Permits Issued through October 16th			
	2014	2015	2016
Dwelling Permits	597	566	636
Percent increase over the previous year		-5%	12%

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
sussexcountyde.gov

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

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

TO: Sussex County Council

THRU: Todd Lawson
County Administrator

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

DATE: Oct 30, 2015

RE: William & Jason Briedis (California Closets)

William and Jason Briedis currently lease Lot 20B in the Sussex County Industrial Park. They have requested the lease be assigned to DE 142 LLC, a limited liability company established by the Briedis's.

I recommend Council approve the Briedis' request.

cc: Joseph Wright, P.E., Director
Engineering Dept.



LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 1st day of October, 2001, 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 "Landlord",

AND

WILLIAM BRIEDIS, of 19 Bay Reach, Rehoboth Beach, Delaware 19971, hereinafter referred to as "Tenant".

WITNESSETH

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

Approximately 1.64 acres located at the Sussex County Industrial Air Park, Lot No. 20-B, Baltimore Avenue.

The term of this lease shall be thirty (30) years, commencing on the 1st day of October, 2001, and ending on the 30th day of September, 2031.

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

SECTION I: RENT. The Tenant covenants and agrees to pay Landlord annual rent in the amounts as set forth hereinafter:

<u>Years</u>	<u>Annual Rent</u>
1-5	\$ 700.00 per acre
6-10	\$ 950.00 per acre
11-15	\$1,200.00 per acre
16-20	\$1,400.00 per acre
21-25	\$1,500.00 per acre
26-30	\$1,600.00 per acre

SECTION II: PAYMENT PROVISIONS. Rent due hereunder is payable monthly in advance on the first day of each month during the term of this Lease. Payments made after the fifteenth (15) day of the month in which 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 Accounting Office, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Landlord.

SECTION III: REPAIR AND CARE. The Tenant has examined the

premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises at the Tenant's own cost and expense, and shall maintain the premises in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the rented premises 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 the Tenant, excepted. The Tenant 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.

SECTION IV: USE OF PREMISES. Tenant shall have the right to utilize the leased premises and any improvements to be located thereon for only those purposes set forth in Appendix B attached hereto. Construction of said improvements shall begin within six (6) months of the execution of this Lease, and shall be completed within twelve (12) months of the execution of this agreement; provided, however, Lessee may request an extension not to exceed a total of twenty-four (24) months from the execution of this agreement, in order to complete construction.

The use of the premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction. Tenant shall retain title to such improvements during the term hereof and upon the expiration of the term of this Lease, Tenant or its successor shall deliver up to the Landlord such improvements as may then be upon the demised premises, except removable trade fixtures as hereinafter provided. It is specifically agreed that this Lease agreement is non-exclusive. Landlord reserves the right to lease other real property at the Sussex County Industrial Park for identical or similar uses.

SECTION V: TAXES. Tenant shall pay all ad valorem taxes, including taxes levied by Sussex County, on the improvements erected on the premises and all equipment installed therein.

SECTION VI: RIGHT TO CONTEST. The Tenant shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the premises by any governmental authority levying or attempting to levy taxes thereon. Landlord shall cooperate with Tenant, but at no expense to Landlord, in any such protest as Tenant shall make. In the event Tenant shall determine to contest such taxes, Tenant 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 Landlord, as will protect the property from nonpayment during such contest. Further, the Tenant shall obtain the participation of the Landlord in any tax appeal, if required.

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

SECTION VIII: LIABILITY INSURANCE.

(a) Property and Business Income Insurance - Tenant shall secure and maintain, at its own expense, All Risk "special form" property insurance it deems satisfactory to protect its interests which insures against direct physical loss of or damage to Tenant's real and personal property including fixtures and equipment located in or at the Premises, with limits not less than Tenant's interest in or liability for such property. Tenant 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 Tenant's real and personal property, fixtures and equipment located in or at the Premises.

(b) Waiver of Subrogation - To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to the property (or resulting loss of income or extra expense) of Tenant, by reason of any peril required to be insured against under this lease. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, employees, agents, and volunteers. Tenant 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 Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant.

(c) Commercial General Liability Insurance - Tenant shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury, death and advertising injury claims arising from the Tenant's occupancy of the Premises or operations incidental thereto, with the combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall be endorsed to name Landlord, and its appointed and elected officials, employees, agents, and volunteers as additional insureds. Certificates of insurance shall be delivered prior to occupancy and annually thereafter to the Landlord and the Office of Economic Development, Sussex County, Delaware.

(d) Workers Compensation & Employers Liability - Tenant shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers

compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employers liability insurance must be secured with minimum limits of \$100,000 for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and a \$500,000 policy limit for bodily injury disease.

(e) Evidence of Insurance/Insurers - Tenant shall furnish certificates of insurance, acceptable to Landlord, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Insurance Reports rating of "A-" "V II" or better, unless otherwise approved by the Landlord. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefor.

(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 Landlord.

SECTION IX: SUBLETTING AND ASSIGNING. Tenant shall not have the right to assign this Lease or sublet the demised premises unless the written consent of the Landlord is acquired. Such assignment or subletting shall in no way relieve Tenant 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-Tenant shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Tenant shall in writing assume all of the obligations to be performed by Tenant hereunder.

SECTION X: NOTICE. All notices required to be given under this Lease either by Landlord to the Tenant or by the Tenant to the Landlord shall be in writing. The same shall be deemed given in the case of the Landlord when it shall have deposited such notice by certified mail in the post office addressed to the Tenant at Tenant's last known address or to such other address as Tenant shall from time to time furnish Landlord. Personal service of any such notice shall be deemed as a substitute for the mail notice.

SECTION XI: 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 premises by the condemning authority, the lease hereby granted and all rights of the Tenant 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 shall have been terminated and if prior to such termination, Tenant shall have made any improvements upon the premises, Landlord 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 Tenant shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Tenant.

SECTION XII: PARTIAL CONDEMNATION. If after commencement of this Lease only a part of the demised premises shall be taken or condemned, the Landlord shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Tenant; and Tenant 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 Tenant's sole judgment is usable by Tenant, the Lease shall remain in full force and effect, but the rents herein reserved to the Landlord shall be adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire demised premises.

If a portion of the demised premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to the Landlord and the rental hereunder shall not be abated. Provided however, that Tenant shall have the right to terminate this Lease if in its sole judgment the premises have been rendered unsuitable for its purpose.

SECTION XIII: DEFAULT.

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

(1) failure by the Tenant 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 the Tenant that the rental payment referred to in such notice has not been received;

(2) failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease 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 the Tenant by Landlord, unless the Landlord 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, the Landlord 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 the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) the dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant 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 the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to the Tenant 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 Tenant", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets as an entirety.

(4) failure by Landlord to observe or perform any covenant, condition or agreement of this Lease on its part to be observed or performed, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Landlord by Tenant, unless the Tenant 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, the Tenant 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 the Landlord within the applicable period and diligently pursued until the default is corrected.

(b) Remedies of Default. Whenever any event of default referred to in subsections (1) through (3) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(1) Apply any money or property of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(2) Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefor.

(3) Terminate the Lease.

(4) Enter the premises and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the premises under the same terms hereof.

(5) Enter the leased premises and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers'

commissions, including a reasonable constable's commission, which costs and officers' commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisalment or condemnation thereof.

(c) No remedy herein conferred upon or reserved to Landlord or Tenant 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.

SECTION XIV: NON WAIVER OF SUBSEQUENT BREACH. Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease.

SECTION XV: SEVERABILITY. If any provisions of this Lease shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

SECTION XVI: 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.

SECTION XVII: COMPLIANCE WITH LAWS. Tenant 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 with all orders, regulations and directives of the State Fire Marshall 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 Tenant's own cost and expense.

SECTION XVIII: LANDLORD NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF TENANT. Tenant shall not be the agent or partner of the Landlord; and Tenant shall have no authority to make any contract or do any act so as to bind the Landlord or as to render the Landlord or the Leased premises liable therefor. Tenant will save the Landlord and the demised premises harmless from any penalty, damages, neglect, or negligence of Tenant, property damage, illegal act or otherwise. The improvements to be placed on said leased premises shall be

constructed at the sole expense of the Tenant, and Landlord 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, Tenant shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that the Landlord 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 the Tenant for payment and shall not be entitled to place a lien against said demised property. 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 the Tenant at the leases premises or against Landlord as the owner thereof, the Tenant shall within ninety (90) days after written notice from the Landlord thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant will indemnify Landlord 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 the Tenant shall pay any damages and any judgment entered thereon and save harmless and indemnify the Landlord and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting therefrom. Failure to do so shall entitle the Landlord to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

SECTION XIX: SUCCESSIONS 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.

SECTION XX: NON-PERFORMANCE BY LANDLORD. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord'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 the Landlord.

SECTION XXI: DAMAGE AND CASUALTY. If the leased premises are damaged by fire or other casualty to more than fifty percent (50%), Tenant may terminate this Lease, provided the Tenant 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. The rent is to be paid to the date of termination. The Landlord shall be named as co-insured on Tenant's fire and casualty insurance policy in such amount as will protect its interest therein.

SECTION XXII: QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant, 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.

SECTION XXIII: ENTIRE CONTRACT. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord 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 the Landlord and the Tenant.

SECTION XXIV: IMPROVEMENTS. Tenant shall be responsible for all maintenance and repair to any improvements. Tenant shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond 6" in height. Snow removal from access road to Tenant's building shall be the sole responsibility of Tenant. Tenant shall pay for all utilities of whatsoever kind which are furnished to the leased premises. Landlord shall provide a connection to the central sewer system, but Tenant shall be responsible for all other utility connections. Tenant shall be solely responsible for water, and Landlord shall have no obligation for the same. At the end of this lease, the improvements erected on the demised premises and any fixtures which are a part thereof, shall remain a part to the premises and shall be the property of the Landlord. Any trade fixtures which were installed on the property by Tenant and which are removable without substantial damage to the improvements shall remain the property of the Tenant, provided that Tenant shall promptly repair any damage to the improvements on the demised premises caused by their removal and that Tenant is not in default of any covenant or agreement contained in this Lease; otherwise such trade fixtures shall not be removed and Landlord shall have a lien thereon to secure itself on account of its claims.


SECTION XXV: COSTS AND EXPENSES OF LANDLORD. Tenant shall pay upon demand all of Landlord's costs, charges, attorney's fees and expenses, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation in which Landlord, without Landlord's fault, becomes involved or concerned by reason of the existence of the Lease or the relationship hereunder of Landlord and Tenant.


SECTION XXVI: 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.

SECTION XXVII: INDEMNIFICATION. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord and its appointed and elected officials, employees, agents, and volunteers harmless from any and all claims arising from Tenant's use of the premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the premises, and shall further indemnify, defend and hold Landlord 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 Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant 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. Tenant hereby assumes all risk of damage to property or injury to persons in or about the leased premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord and its appointed and elected officials, employees, agents, and volunteers, except as permitted by law. Tenant hereby agrees that, except as permitted by law, Landlord and its appointed and elected officials, employees, agents, and volunteers shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the equipment, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the premises; nor shall Landlord and its appointed and elected officials, employees, agents, and volunteers be liable for injury to the person of Tenant, Tenant'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, appliance, 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.

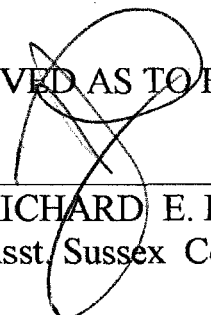
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being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

**SUSSEX COUNTY
LANDLORD**

BY: 
DALE R. DUKES,
President of the Sussex
County Council

Attest: 
Clerk of the County Council

APPROVED AS TO FORM:

BY: 
RICHARD E. BERL, JR., ESQUIRE
Asst. Sussex County Attorney

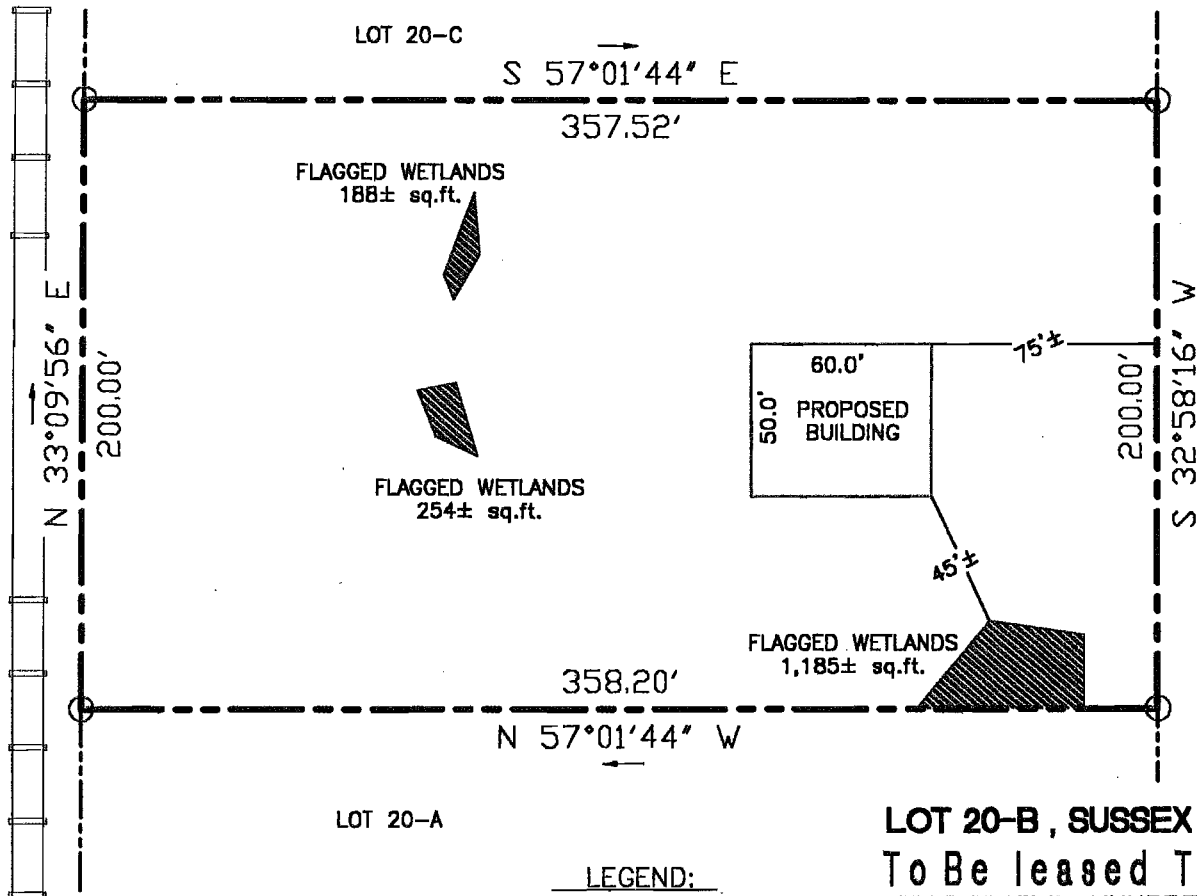
TENANT


William Briedis

APPENDIX B

Tenant will utilize the property (as described in Appendix A to this Lease) for manufacturing of custom closets.

30' WIDE RAILROAD RIGHT-OF-WAY



DRAWING NUMBER
52 GF - 9A

BALTIMORE AVENUE

LOT 20-A

LOT 20-C

LEGEND:

○ = IRON PIPE SET

-I HEREBY STATE THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH ACCEPTABLE LOCAL SURVEYING STANDARDS FOR THE EXCLUSIVE USE OF THE PRESENT OWNER AND THOSE WHO PURCHASE OR ISSUE TITLE INSURANCE TO THIS LOT WITHIN SIX MONTHS FROM THE MOST RECENT DATE HEREON. THIS SURVEY IS NOT TRANSFERABLE.
-UNLESS THIS PLAT HAS AN EMBOSSED SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
-THIS SURVEY AND PLAT DOES NOT VERIFY THE EXISTENCE OR NONEXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS CROSSING OR AFFECTING THIS LOT.
-NO TITLE SEARCH WAS PROVIDED OR STIPULATED.


DANIEL J. McCANN, PLS 634

LOT 20-B, SUSSEX COUNTY INDUSTRIAL AIRPARK
To Be leased To: CALIFORNIA CLOSETS
GEORGETOWN HUNDRED - SUSSEX COUNTY - DELAWARE

McCANN, Inc.
Established 1968
SURVEYING & SITE PLANNING

GEORGETOWN, DE. BETHANY, DE. DOVER, DE.
(302) 856-7956 (302) 539-0202 (302) 674-4777

DATE:	OCTOBER 11, 1999
AREA:	1.64± ACRES
SCALE:	1" = 50'
DWN.BY:	DAN
F.B.	147/29
W.D.	99-08-2059
T.M.	

APPENDIX D

Sussex County County Ordinance No. 545, Approved on November 1, 1988, Addressing Wastewater Quantity and Quality Criteria.

**ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT
AND CONSENT OF SUSSEX COUNTY, DELAWARE THERETO**

THIS ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT AND CONSENT OF SUSSEX COUNTY, DELAWARE THERETO (this "Assignment"), is made by and among William Briedis and Jason William Briedis (collectively "Assignor"), DE 142 LLC, a Delaware limited liability company ("Assignee") and Sussex County, Delaware, a county and political subdivision of the State of Delaware ("County" or "Lessor").

WHEREAS, on October 1, 2001, the Lessor and William Briedis entered into a Lease Agreement ("the Lease"), for space known as Lot 20-B, at the Sussex County Industrial Air Park, Georgetown, Delaware 19947 ("Subject Property"), and

WHEREAS, on March 13, 2013, the Lessor and William Briedis entered into an addendum to the Lease known as the First Addendum to Lease Agreement;

WHEREAS, on May 21, 2013, the Lessor and William Briedis entered into an addendum to the Lease known as the Second Addendum to Lease Agreement to add Jason William Briedis as a tenant to the Lease;

WHEREAS, the Lease prohibits the transfer or assignment of the Lease without the written consent of the County;

WHEREAS, the Assignors wish to assign the Lease to the Assignee, which is owned by the Assignors, and has requested that the County give its written consent to such assignment; and

WHEREAS, the County will consent to the Assignment pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment of Lease. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease.
2. Assumption of Lease. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease arising from and after the date hereof.
3. Indemnity. Assignors agree to indemnify, defend and hold harmless Assignee and Lessor from any loss, cost, claim, liability, judgment, damage, expense or demand of whatever nature under the Lease arising or accruing prior to the date hereof. Assignee agrees to indemnify, defend and hold harmless Assignor and Lessor from any loss, cost, claim, liability, judgment, damage, expense or demand of whatever nature under the Lease arising or accruing on or after the date hereof.

4. Enforceability. The Assignor and Assignee each covenant that the execution and delivery of this Assignment and all documents related thereto are valid and legally binding upon the Assignor and Assignee and are enforceable in accordance with their respective terms. This consent shall not be construed as a waiver of any rights Lessor may have by reason of the past performance of Assignor nor as an estoppel of the assertion of any such rights by Lessor against Assignor.

5. No Modification. No provision of this consent shall be deemed to alter or modify any of the terms and conditions of the Lease, including the requirement that the written consent of Lessor be obtained with respect to any future assignment of the Lease.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

EXECUTED this _____ day of _____, 2015

[Remainder of Page Intentionally Blank]

Witness:

Charles W. Briedis

ASSIGNOR: WILLIAM BRIEDIS

William Briedis (SEAL)

William Briedis

Witness:

KA Briedis

ASSIGNOR: JASON WILLIAM BRIEDIS

Jason William Briedis (SEAL)

Jason William Briedis

Witness:

Charles W. Briedis

ASSIGNEE: DE 142 LLC

William Briedis (SEAL)

WB ~~Jason~~ William Briedis

Oct 18, 2015

Date

Witness:

LESSOR: SUSSEX COUNTY COUNCIL

_____ (SEAL)

Michael A. Vincent, President

Date

APPROVED AS TO FORM:

J. Everett Moore, Jr., County Attorney

Date



Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners
Est. 1915

October 27, 2015

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

Re: PS#210 Force Main to IBRWF: Plantation, Robinsonville, and Kendale Roads: Sussex County Contract 15-08B

Dear Mr. Wright:

We have reviewed the bid documents received by the Sussex County Council on October 22, 2015 for the above referenced project. Teal Construction of Dover, DE is the apparent low bidder at \$3,144,540.00 for the project's bid. Enclosed is a tabulation of bids, as well as a summary of the bid review performed.

Based on our review of the bid submission, in our professional opinion, the Teal Construction bid represents the lowest responsive responsible bid under the terms of the invitation to bid.

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

Very truly yours,

Whitman, Requardt & Associates, LLP

A handwritten signature in blue ink, appearing to read 'Will F. Hinz'.

Will F. Hinz, P.E.
Vice President

Enclosures

cc: Brad Hawkes
Dennis Hasson
File 14256-002

PS#210 Force Main
Contract No. 15-08B
Bid Results

BID SCHEDULE	Engineer's Estimate	George & Lynch Dover, DE	Teal Construction Dover, DE	Allan Myers MD, Inc. Fallston, MD
PART A SUBTOTAL	\$3,618,500.00	\$3,243,806.00	\$2,837,650.00	\$2,989,977.00
PART B SUBTOTAL	\$192,850.00	\$192,850.00	\$192,850.00	\$192,850.00
PART C SUBTOTAL	\$186,100.00	\$131,237.00	\$114,040.00	\$194,950.00
Project Base Bid Total	\$3,997,450.00	\$3,567,893.00	\$3,144,540.00	\$3,377,777.00

				Engineer's Estimate		George & Lynch Dover, DE		Teal Construction Dover, DE		Allan Myers MD, Inc. Fallston, MD	
	Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Part A	PS#210 Force Main, Contract 15-08B										
A-1	Mobilization	LS	1	\$190,000	\$190,000	\$168,938.00	\$168,938.00	\$100,000.00	\$100,000.00	\$168,000.00	\$168,000.00
A-2	Furnish and Install FM	16"	60	\$100	\$6,000	\$219.50	\$13,170.00	\$70.00	\$4,200.00	\$100.00	\$6,000.00
A-3		24"	17,600	\$160	\$2,816,000	\$146.31	\$2,575,056.00	\$125.00	\$2,200,000.00	\$126.00	\$2,217,600.00
A-4	Directional Drill - Love Creek	LS	1	\$200,000	\$200,000	\$148,434.00	\$148,434.00	\$179,900.00	\$179,900.00	\$247,877.00	\$247,877.00
A-5	Furnish and Install Combination Air and Vacuum Valve and Manhole	EA	8	\$13,000	\$104,000	\$12,692.00	\$101,536.00	\$10,600.00	\$84,800.00	\$17,500.00	\$140,000.00
A-6	Furnish and Install Hotmix Type C Overlay	SY	17,500	\$15	\$262,500	\$11.19	\$195,825.00	\$13.00	\$227,500.00	\$9.00	\$157,500.00
A-7	Furnish and Install Isolation Valves	16"	1	\$10,000	\$10,000	\$11,571.00	\$11,571.00	\$12,250.00	\$12,250.00	\$15,000.00	\$15,000.00
A-8		24"	1	\$30,000	\$30,000	\$29,276.00	\$29,276.00	\$29,000.00	\$29,000.00	\$38,000.00	\$38,000.00
	PART A SUBTOTAL			\$3,618,500.00		\$3,243,806.00		\$2,837,650.00		\$2,989,977.00	
Part B	Stipulated Contingent Bid Items										
B-1	Contingent Unclassified Excavation	CY	1,000	\$11.00	\$11,000	\$11.00	\$11,000.00	\$11.00	\$11,000.00	\$11.00	\$11,000.00
B-2	Contingent Borrow Material, Borrow Type "C" (Backfill)	CY	6,000	\$16.00	\$96,000	\$16.00	\$96,000.00	\$16.00	\$96,000.00	\$16.00	\$96,000.00
B-3	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	Ton	100	\$26.00	\$2,600	\$26.00	\$2,600.00	\$26.00	\$2,600.00	\$26.00	\$2,600.00
B-4	Contingent Porous Fill Material, Coarse Aggregate No. 57 Stone	Ton	1,000	\$29.00	\$29,000	\$29.00	\$29,000.00	\$29.00	\$29,000.00	\$29.00	\$29,000.00
B-5	Contractor Down Time (Force Main Crew)	Per Hour	25	\$400.00	\$10,000	\$400.00	\$10,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00
B-6	Furnish and Place 4,000 psi Concrete	CY	25	\$150.00	\$3,750	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$150.00	\$3,750.00
B-7	Replacement of Existing Storm Drain Pipes 18-Inches and less	LF	100	\$30.00	\$3,000	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
B-8	Contingent Hotmix	TONS	500	\$75.00	\$37,500	\$75.00	\$37,500.00	\$75.00	\$37,500.00	\$75.00	\$37,500.00
	PART B SUBTOTAL			\$192,850.00		\$192,850.00		\$192,850.00		\$192,850.00	
Part C	Unstipulated Contingent Bid Items										
C-1	Contingent Relocation of force main from grass shoulder into travel lane	LF	1,500	\$70	\$105,000	\$52.15	\$78,225.00	\$48.00	\$72,000.00	\$90.00	\$135,000.00
C-2	Elimination of Road Closure Associated with Bridge Construction	LF	2,700	\$15	\$40,500	\$6.46	\$17,442.00	\$6.00	\$16,200.00	\$3.50	\$9,450.00
C-3	Replacement of Existing Storm Drain Pipes (Greater than 18" in diameter)	LF	40	\$140	\$5,600	\$93.00	\$3,720.00	\$46.00	\$1,840.00	\$200.00	\$8,000.00
C-4	Contingent Relocation of force main from grass shoulder into centerline of hotmix shoulder	LF	500	\$70	\$35,000	\$63.70	\$31,850.00	\$48.00	\$24,000.00	\$85.00	\$42,500.00
	PART C SUBTOTAL			\$186,100.00		\$131,237.00		\$114,040.00		\$194,950.00	
	TOTAL Base BID			\$3,997,450.00		\$3,567,893.00		\$3,144,540.00		\$3,377,777.00	
	% of bid for mobilization					4.7%		3.2%		5.0%	

PS#210 Force Main to IBRWF: Plantation, Robinsonville, and Kendale Roads**Contract No. 15-08B Bid Review**

Contractor	Addenda Acknowledged	Delaware License Listed	Bid Form Math Errors	List of Sub-Contractors	List of Major Products or Equipment	DBE's Utilized	Non-Collusion Statement	Certification for Equal Opportunity Employment	Bid Bond (10%)
Teal Construction	YES	YES	NO	YES	YES	NA	YES	YES	YES
George & Lynch	YES	YES	NO	YES	YES	NA	YES	YES	YES
Allan Myers	YES	YES	NO	YES	YES	NA	YES	YES	YES

Notes:

Allan Myers License Number is incorrect on Bid Form (1999200160)

NORTH COASTAL PLANNING AREA

SUSSEX COUNTY, DELAWARE

CONTRACT AMENDMENT NO. 2A

This contract amendment, **Contract Amendment No. 2A** dated _____, **2015** amends our original contract dated January 14, 2014 between Sussex County, a political subdivision of the State of Delaware, as First Party, hereinafter referred to as the COUNTY and Whitman, Requardt and Associates, LLP, a State of Maryland Limited Liability Partnership, hereinafter referred to as CONSULTANT, whose address is 801 South Caroline Street, Baltimore, Maryland 21231 (Original Contract). Except as specifically amended herein, the provisions of the Original Contract dated January 14, 2014, as thereafter amended, remain in effect and fully valid.

By execution of this Amendment, the following sections are hereby added as new sections to the Original Contract, as respectfully numbered below.

ARTICLE FOUR

FEE STRUCTURE

- 4.4.2 In accordance with the method of fee determination described in Articles 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this Agreement, the total compensation and reimbursement obligated and to be paid the CONSULTANT by the COUNTY for the CONSULTANT's Scope of Services for **PS#210 Improvements and Force Main Construction Administration and Resident Project Representation** as set forth in **Attachment A4**, which is attached hereto and incorporated by reference, shall not exceed **One Million, One Hundred and Sixty One Thousand, and Eight Hundred and Forty Dollars (\$1,161,840.00)**. In the event of any discrepancy or inconsistency between the amounts set forth in this Article 4.4.2 and any appendices, exhibits, attachments or other sections of this Agreement, the amounts set forth in this Article 4.4.2 shall govern.

ARTICLE FOURTEEN

INCORPORATED DOCUMENTS

- 14.1.2 **Attachment A4: Consultant's Scope of Services, PS#210 Improvements and Force Main Construction Administration and Resident Project Representation** with Man-hour Spreadsheets. **(Contract Amendment No.2A).**

By execution of this Agreement, the following sections are amended as set forth below:

- 2.4 The CONSULTANT shall perform the Scope of Services attached hereto as Attachment A and all additional Scopes of Services as may be set forth in consecutively numbered subsets of Attachment A.

- 4.3 The COUNTY shall pay the CONSULTANT for the satisfactory completion of the Scope of Services specified herein before in Attachment A and all additional Scopes of Services as may be set forth in consecutively numbered subsets of Attachment, based on and limited to the following method of determination....”

IN WITNESS WHEREOF, the parties hereunto have caused this Amendment No. **2A** to this Agreement to be executed on the day and year first written hereof by their duly authorized officers.

SEAL

FOR THE COUNTY:
SUSSEX COUNTY

President, Sussex County Council

APPROVED AS TO FORM:

Date

Assistant Sussex County Attorney

ATTEST:

Clerk of the Sussex County Council

FOR THE CONSULTANT:

WHITMAN, REQUARDT and ASSOCIATES, LLP

Dennis J. Hasson, P.E., Partner

WITNESS:



SCOPE OF SERVICES

PS#210 IMPROVEMENTS AND FORCE MAIN

CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATION

This attachment outlines the required Scope of Services for **the PS#210 Improvements and Force Main Construction Administration and Resident Project Representation**. This work effort will generally include services during the Construction and Post-Construction Phases of the Project for Contract Administration, Submittal Reviews, Observation of the Work, and Resident Project Representation. The Derivation of Man-hours and Estimated Fee for these tasks are provided in the summary spreadsheets included with this document. This proposal assumes four (4) contracts will be administered and inspected over the project's fourteen (14) month duration from October 2015 through December 2016, with one month allowed for close-out for each contract.

PART A - CONSTRUCTION ADMINISTRATION

1. **General Construction Administration.** WR&A will consult with Sussex County and act as the County's representative during the duration of all construction projects. This effort involves the day to day coordination of in-house and field personnel during the construction phase.
2. **Preconstruction and Monthly Progress Meetings.** WR&A will prepare meeting agendas, conduct monthly progress meetings and issue meeting minutes. It is assumed that there will be one progress meeting day per month for each contract during the durations noted above, which will be attended by the construction manager and resident project representative.
3. **Specialized Site Visits by Specialized Inspectors.** During the construction phase, WR&A will make visits to the site by specialized inspectors (geotechnical, mechanical, etc.) when requested by Sussex County. Such visits and observations by WR&A are not intended to be exhaustive or to extend to every aspect of the Work in Progress, but rather are to be limited to spot-checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, WR&A will determine in general if the Contractor's Work is proceeding in accordance with the Contract Documents, and WR&A shall keep the County informed of the progress of the Work.
4. **Requests for Information (Clarifications).** When requested by Sussex County, respond to Requests for Information (RFIs) relating to the contract documents. This proposal assumes a total of thirty-two (32) RFIs total will be required for the four combined contracts (20 for the pump station and four (4) per pipeline contract).
5. **Change Orders and Work Change Directives.** Upon the request of Sussex County, WR&A will review the Contractor's change order requests. WR&A will document its findings in a memorandum to Sussex County. It is assumed that no more than Twelve (12) change order requests in total (including the final balancing change order submitted by the Contractor for each contract).

6. ***Shop Drawings and Samples.*** WR&A will review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data which the Contractor is required to submit for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incidental thereto.
7. ***Applications for Payment.*** Based on WR&A's observations and on a review of the Contractor's Monthly Applications for Payment and accompanying supporting documentation, determine the amounts that WR&A recommends the Contractor be paid by Sussex County. Such observations and review, mean that, to the best of WR&A's knowledge, information and belief, the Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled insofar as it is WR&A's responsibility to observe the Contractor's Work. In the case of unit price work, WR&A's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
8. ***Contractor's Completion Documents.*** At the completion of the Construction Phase, WR&A will transfer all recorded changes from the Contractor's Record Drawings and produce a set of reproducible record drawings in an AutoCAD Version 2012 format and provide two hard copies of all record drawings.
9. ***Substantial Completion.*** At the request of the County, WR&A will assist the County in conducting an inspection for each contract to determine if the Work is Substantially Complete.
10. ***Final Notice of Acceptability of the Work.*** At the request of the County, WR&A will assist the County in conducting a final inspection for each contract to determine if the completed Work of the Contractor is acceptable for release of final payment to the Contractor including preparation and documentation.
11. ***Post-Construction Phase.*** Within one month before the end of the Warranty Period, assist the County in conducting a final walk-through inspection for each contract to ascertain whether any portion of the Work is subject to correction. WR&A will document this work in a letter to the County and Contractor.

PART B - RESIDENT PROJECT REPRESENTATION

WR&A shall furnish one Resident Project Representative (RPR) and two Project Inspectors who will share duties for the inspection and field contract administration. The RPR and Project Inspectors will observe the work done by the Contractor and promptly inform the County of deviations from the Contract Documents. The RPR and Project Inspectors will serve as WR&A's representatives in the field, providing information on the daily progress of the job to WR&A technical personnel. It is assumed that the RPR and Project Inspectors will work a nine hour workday, five days a week, with an

additional forty (40) hours of overtime allocated for each contract. The following is the assumed schedule for all projects, with one month allotted for project closeout:

- a. **Contract 15-07:** From October 2015 through December 2016 (14 month Contract Duration with one additional month allowed for project close-out)
- b. **Contract 15-08A:** From January 2015 through December 2016 (12 month Contract Duration), with one additional month allowed for project close-out.
- c. **Contract 15-08B:** From December 2015 through November 2016 (12 month Contract Duration), with one additional month allowed for project close-out.
- d. **Contract 15-08C:** From February 2016 through July 2016 (6 month Contract Duration), with one additional month allowed for project close-out.

	PROJECT NAME: PS#210 Improvements and Force Main
TASK	
Contract 15-07: PS#210 Improvements	
	Dollars
Construction Administration	\$200,507
Resident Project Representation	\$259,147
Total	\$459,654

Contract 15-08A: FM Contract 1	
	Dollars
Construction Administration	\$146,489
Inspection	\$170,913
Total	\$317,401

Contract 15-08B: FM Contract 2	
	Dollars
Construction Administration	\$140,489
Inspection	\$170,913
Total	\$311,401

Contract 15-08C: FM Contract 3	
	Dollars
Construction Administration	\$73,383
Total	\$73,383

Totals	
	Dollars
Construction Administration	\$560,868
Inspection	\$600,972
Total	\$1,161,840

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

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Kings Highway De-Annexation of WRSSD **Fact Sheet**

- De-annexation of the West Rehoboth SSD to exclude 3 parcels from our district that are not currently served
- Letter and check received from Jeffrey Hamer the owner of parcel 39.00 for de-annexation.
- These parcels can be served by Lewes Board of Public Works.
- Lewes BPW has a gravity line already in place and has expressed their willingness to serve the parcels
- The properties consist of 2 single family residences and the Lewes Baptist Church
- These properties were in our sewer district but there is no current schedule to extend service to them at this time.
- A letter was sent to all three property owners explaining the request and the process, and it also included the contact information to Lewes BPW to receive information about their rates. We received no responses from any of the property owners.
- The tentative date for the Public Hearing is December 12, 2015 should the motion be approved.

File: OM 9.13-AM



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





Dive into Our History!

October 6, 2015

Councilman George Cole
P.O. Box 589
Georgetown, DE 19947

Dear Councilman Cole,

I want to thank you for the past support we have received from the Sussex County Council. Your generosity to the Rehoboth Beach Historical Society has helped in achieving our goal to preserve the character of the community. Here are some of this year's achievements:

- Good news: Our visitor numbers continue to increase since we transitioned to an admission-by-donation policy. The great news? We continue to bring in more money in donations that we brought in through admissions.
- We have applied to the Marmot foundation for a \$25,000 grant to help complete the second floor. We now have \$387,000 of the \$550,000 to complete the second floor. A grant from the Marmot Foundation will put us over the \$400,000 mark – well on our way to completing the Phase II campaign.
- The alumni of Rehoboth High School have raised more than \$50,000 toward the installation of an elevator, which will allow us to move to the second floor and expand our exhibits.

I write now to ask that you renew your support of the Rehoboth Beach Historical Society. I know that funds are extremely limited in the current economic climate. However, a Councilmanic grant of \$5,000 this year, earmarked for the second floor, would certainly be appreciated.

As always, you have a personal invitation to tour the Museum and I would be happy to host your family. Please call me at (302) 430-8484 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Kuhns".

Paul Kuhns
President



October 1, 2015

Sussex County Council

ATTN: Gina Jennings

By Email

Dear Gina.

I would like the opportunity to speak before the Council to communicate three things:

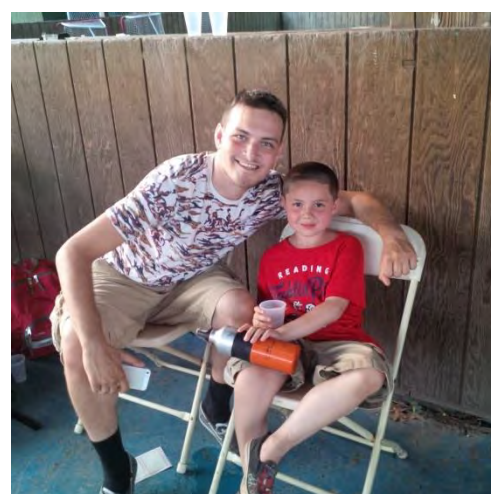
1. To thank them for their funding to send a child from Sussex County who is living with diabetes to the American Diabetes Association's Camp Freedom.
2. To share the opportunity for 2016 support of the same.
3. To introduce the American Diabetes Association's 2015 Delaware Leadership Summits, and request support and collaboration.

I have attached the program descriptions, and the partnership opportunities.

Thank you for your consideration of my request.

Sincerely,

Susan Polikoff
Director, Delaware Initiatives



**The Delaware Valley's Premiere Camp
for Children with Diabetes**

June 18-24, 2016
Schwenksville, PA

 **American Diabetes Association.**
CAMP Freedom

Sponsored by



Camp Freedom

The American Diabetes Association has operated Camp Freedom for 15 years. The goal of this camp experience is to help make an everyday difference in the lives of children with diabetes. Throughout the camp week, children are surrounded by people who face the same challenge of living with diabetes, from fellow campers to adult staff members. Camp Freedom is most influential in providing an atmosphere where kids feel safe to try different diabetes management skills in a closely monitored setting. Children will learn techniques from new friends, staff and through diabetes education programming. Camp Freedom fosters an atmosphere where children not only develop self-confidence, but also gain a willingness to accept more responsibility for themselves, the biggest step toward self-care.



The Diabetes Crisis

Diabetes is one of the fastest growing diseases in America. It is also one of the most misunderstood diseases of our time. Diabetes affects children and adults of all ages. If uncontrolled, diabetes can manifest life-threatening complications. Newly released statistics show that there are nearly 30 million Americans with living diabetes, of them 8.6 million people have prediabetes. Here in PA, NJ and DE our statistics are above the national average. The Centers for Disease Control and Prevention (CDC) shares that 1 in 3 children born today will develop diabetes in their lifetime. Diabetes can affect children of any race, height, weight, personality type, neighborhood or economic background. Diabetes is a lifelong condition, and it takes a toll, not only on the individual with

diabetes, but also the family and on our society. While diabetes is controllable, good diabetes control requires a tremendous amount of education, self-discipline, and support. **That's** where Camp Freedom excels.

Safety First

While our campers have lots of fun each day, we take safety seriously. Camp Freedom is staffed by over 30 medical volunteers, 40 counselors, ADA & program staff. Camp Freedom safety features include:

- Medical Team on site 24-hours including pediatric endocrinologists, nurses, and dietitians
- Well-trained staff
- Carefully tailored menus (including gluten free options for children with gluten allergies)
- Daily glucose testing (minimum of eight times a day)
- Insulin injection and pump maintenance

"She (Jessica) gets to be normal for a week because everyone at Camp brings similar life experience and everyone is striving to do the same things in order to take care of themselves."

**- Parent of Jessica, 16
Philadelphia, PA**



The Camp Freedom Legacy

As the diabetes population continues to grow, so does the American Diabetes Association's camping program. In 2015, we enrolled 170 campers for the week. Camp Freedom has hosted more than 1,000 children with diabetes and provides financial support to every camper.

Children attending Camp Freedom need the experience of diabetes camp for both their mental and physical well-being. Many families cannot afford to send their children to any camp, but Camp Freedom is **the camp** that makes a difference. In partnership with our sponsors, the American Diabetes Association strives to make the camp experience available to all children with diabetes, without exception.

Camp Freedom is located on 200 acres in Schwenksville, near **Pennsylvania's Perkiomen Valley**. Our focus is to provide fun, exciting and unforgettable summer experiences for boys and girls. The camp is large enough to provide a sufficient number of children for activities in every age group, but small enough to insure that each child receives lots of personal attention, and feels he or she is an integral part of the Camp Freedom family. Programming includes athletics, aquatics and watersports, high-energy dance, zip-lining and horseback riding programs, fun and creative arts & crafts programs and so much more!

This experience offers our campers opportunities the **freedom** to dream, to learn and to grow. With skilled and understanding adults in the background to protect his or her sense of security, our campers enjoy a 1:4 ratio of counselors to campers and develop their abilities to build self-confidence and independence. Campers learn to compete within healthy guidelines, understanding that "to try" is what is important, and that self-satisfaction is the reward. Our campers are dedicated to carrying on the values and tradition of helping others by training to become counselors themselves. From year to year we enjoy a 90% counselor retention rate.

Camp Freedom 2016 Sponsorship Opportunities:

Trail Blazer Sponsor

\$25,000

Expanding corporate reach:

- A senior company representative appointment to the Camp Freedom Advisory Council
- Opportunity to create a special program that would be co-designed and facilitated by your company volunteers (i.e. Camp Talent Show)

Connecting with camp families:

- Top tier logo identification on local American Diabetes Association communications and marketing material related to Camp Freedom, including all online digital platforms, mailings, and signage
- Set up a booth at registration to distribute product information to 170 families (campers, parents, siblings, etc.) – 1 day
- **Exclusive sponsor for "Senior Camper Excursion" to celebrate their advancement toward the Youth Leadership Program in 2016.**

Youth Leadership Sponsor

\$15,000

- Sponsor the Youth Leadership Program for 17-year old campers participating in Counselor-in-Training (CIT)
- Logo on CIT promotional and recruitment mailings, letters, emails to parents
- Special t-shirts with logo, exclusive to CIT and Staff
- Logo identification on training signage
- Opportunity for staff executive volunteer to deliver leadership development talk with CIT candidates
- Presentation of a Leadership Award

Adventurer Sponsor

\$12,500

- Logo identification on local American Diabetes Association communications and marketing material related to Camp Freedom including all online digital platforms, mailings, and signage
- Logo on invitation and on display at invitation` **-only Parents' Night event**
- Set up a booth at registration to distribute product information to 175 families (campers, parents, siblings, etc.) – 1 day

Campfire Sponsor

\$7,500

- Logo identification on local American Diabetes Association communications and marketing material related to Camp Freedom including all online digital platforms, mailings, and signage
- Set up a booth at registration to distribute product information to 170 families (campers, parents, siblings, etc.) – 1 day

Campership Sponsor

\$2,600 per child

- Camp scholarship will cover the entire cost of a one week camp stay for a child that requires financial assistance (the American Diabetes Association evaluates financial aid eligibility based on household income and family size).

CAMP FREEDOM SPONSORSHIP 2016



Yes, we want to support Camp Freedom and agree to a one-year term to team up with the American Diabetes Association in 2016 to STOP DIABETES®!

- ☐ Trail Blazer Sponsor: \$25,000 (One year term agreement with elements specified in attached proposal)
- ☐ Youth Leadership Sponsor: \$15,000 (One year term agreement with elements specified in attached proposal)
- ☐ Adventurer Sponsor: \$12,500 (One year term agreement with elements specified in attached proposal)
- ☐ Campfire Sponsor: \$7,500 (One year term agreement with elements specified in attached proposal)
- ☐ Campership Sponsor: \$2,600 (One year term agreement with elements specified in attached proposal)

Company/Organization Name: _____

Name of Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Telephone: _____ Fax: _____

Authorized Signature: _____

- ☐ Please invoice by _____ Payment Due by _____
Make Check Payable to American Diabetes Association, Attn: Susan Polikoff, 150 Monument Rd-Ste 100 Bala Cynwyd, PA 19004

- ☐ Please Bill Company Credit Card: ___ Master Card ___ VISA ___ Discover

Name on Card: _____

Address: _____

Card Number: _____ Expiration Date: _____

Signature: _____ Date: _____

Termination -We expect that this event will go forward with your involvement. You or the Association may terminate this Agreement by providing fifteen (15) calendar days written notice. However, if you cancel after the Association has begun production of materials listing your name, then you are responsible for payment. Upon termination or expiration, no further use may be made of the Association Marks, or other proprietary property or materials provided, developed or intended for use in connection with the sponsorship, without prior written authorization.

Indemnification and Insurance -Company and the Association agree to indemnify, defend and hold harmless each other, their officers, directors, employees, volunteers, subcontractors and agents, from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses incurred on account of the indemnifying party's negligent acts or omissions in connection with the Sponsorship. In addition, Company shall maintain insurance of not less than \$1,000,000 for comprehensive general liability, with evidence of such insurance provided to the Association within 30 days of the signing of this Agreement.

You understand that you may not use the Association name or logo as part of this sponsorship. If you want to publicize this event to your own distribution list, submit all materials to the Association for prior approval. The official registration and financial information of the American Diabetes Association may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1 (800) 732-0999. Registration does not imply endorsement. The American Diabetes Association is a 501(c)(3) charitable organization and all contributions are tax deductible as allowed by law. Tax ID # 13-1623888.



Fenwick Island Lions Club

"We Care. We Serve. We Accomplish."



President

King Lion
Bruce Schoonover
302-539-2043

1st VP

PP Don Stewart
302-537-0338

2nd VP

Lion Fred Moreland
302-988-1438

3rd VP

PRC Fran Pretty
302-436-1773

Secretary

Lion Theresa Pitman
302-539-5280

Treasurer

Lion Bill Neimiller
410-250-4447

Membership

Lion Muriel Mooney
302-436-8216

FILC

37232 Lighthouse Rd
Suite 109
West Fenwick Island
DE, 19975
www.filc22d.org

Lions Clubs

International

Multiple District 22
District 22 D
Region 3
Zone 2

August 25, 2015

Sussex County Council

Attn: County Councilman Rob Arlett &

Councilman George Cole

P. O. Box 589

Georgetown, DE 19947

Dear Councilmen:

It's time to plan the Selbyville Halloween Parade. The Fenwick Island Lions Club has been sponsoring the Halloween Parade for the past six years and we are going to do it again this year because we believe that this family fun-filled community event is an important tradition to continue. ***It is scheduled for Wednesday, October 28th at 7:00 p.m.*** The Sussex County Council has supported us in the past by giving us \$1,000 to help defray the costs of putting on this parade.

The Lions motto is **WE SERVE**. In addition to the Selbyville Parade, we awarded \$9,000 in scholarships to graduates of the Indian River High School, remodeled the bathrooms at Camp Barnes and just bought another beach wheelchair for the Fenwick Island State Park. Lions are known for their vision programs and we screened over 600 children in the area as well as the Veterans and their families. And, we continue to buy glasses and hearing aids for those who could not afford them and provide various other services as needed.

We hope you will help us again this year to continue the tradition of the Halloween Parade as well as provide services such as the ones described above to the communities shown at the bottom of this letter. ***Every dollar that the Lions raise goes back into the community.*** (Refer to the attachment for a more comprehensive summary on the many ways we serve our local communities.) Your consideration of our request is greatly appreciated.

Sincerely,

Linda & Tom St. Clair
Parade Co-Chairs

Serving Fenwick Island, Roxana, Selbyville and South Bethany

Council District No. 4 - Cole

Tax I.D. No. 134-11.00-181.03

911 Address: 31806 Good Earth Lane, Ocean View

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 4.75 ACRES, MORE OR LESS

WHEREAS, on the 27th day of August 2015, a conditional use application, denominated Conditional Use No. 2038 was filed on behalf of Good Earth Market, LLC; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2038 be _____; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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 XIA, Subsection 115-83.5, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2038 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying south of Atlantic Avenue (Route 26) approximately 1,800 feet west of Roxana Road (Route 17) and being more particularly described as follows:

From a point on the southerly right-of-way of Route 26, south 74°27'45" east 150.00 feet from lands, now or formerly, of Sarah A.E. Carey to the beginning point; thence south 15°32'15" west 165.92 feet to a point; thence north 73°48'47" west 34.20 feet to a point; thence south 16°20'03" west 166.95 feet to a point; thence north 74°17'32" west 111.10 feet to a point; thence south 15°07'39" east 353.20 feet to a point; thence south 74°17'32" east 380.76 feet to a point; thence north 22°12'36" east 436.19 feet to a point; thence north 74°27'45" west 94.77

feet to a point; thence north $16^{\circ}34'42''$ east 25.93 feet to a point; thence north $73^{\circ}48'47''$ west 81.19 feet to a point; thence north $16^{\circ}11'13''$ east 59.20 feet to a point; thence south $73^{\circ}48'47''$ east 31.82 feet to a point; thence north $17^{\circ}48'39''$ east 167.68 feet to a point on the southerly right-of-way of Route 26; thence north $74^{\circ}27'45''$ west 150.00 feet to the point and place of beginning, said parcel containing 4.75 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

To Be Introduced 11/03/15

Council District No. 2 - Wilson

Tax I.D. No. 133-6.00-110.0

911 Address: 24994 Betts Lane, Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MANUFACTURING AND INSTALLATION OF PERFORMANCE AUTOMOTIVE PARTS AND ACCESSORIES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 34,740 SQUARE FEET, MORE OR LESS

WHEREAS, on the 22nd day of September 2015, a conditional use application, denominated Conditional Use No. 2039 was filed on behalf of Performance Injection Equipment Co., LLC; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2039 be _____; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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. 2039 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 Dagsboro Hundred, Sussex County, Delaware, and lying at the northeast corner of DuPont Boulevard (U.S. Route 113) and Betts Lane and being more particularly described in Deed Book 4119, Page 217, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 34,740 square feet, more or less.

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

To Be Introduced 11/03/15

Council District No. 4 - Cole

Tax Map I.D. No. 134-11.00-181.00, 181.01, 181.02 & 181.03

911 Address: 31806 Good Earth Lane, Ocean View

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 BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.17 ACRES, MORE OR LESS

WHEREAS, on the 27th day of August 2015, a zoning application, denominated Change of Zone No. 1789 was filed on behalf of Good Earth Market, LLC; and

WHEREAS, on the ____ day of ____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1789 be ____; and

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

NOW, THEREFORE, THE COUNTY OF SUSSEX COUNTY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation 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 Baltimore Hundred, Sussex County, Delaware, and lying south of Atlantic Avenue (Route 26) approximately 1,800 feet west of Roxana Road (Route 17) and being more particularly described in Deed Boox 2726, Page 151, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 10.17 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

November 3, 2015

This is to certify that on September 24, 2015 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.

Respectfully submitted:

COUNTY PLANNING AND ZONING
COMMISSION OF SUSSEX COUNTY

Lawrence B. Lank
Director of Planning and Zoning

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

C/U #2030 – Dean Sherman/Sherman Heating Oil

An Ordinance to grant a Conditional Use of land in a C-1 (General Commercial District) for propane and oil storage tanks to be located on a certain parcel of land lying and being in Seaford Hundred, Sussex County, containing 8.82 acres, more or less. The property is located west of Sussex Highway (U.S. Route 13) and east of Seaford Road (911 Address: None Available) Tax Map I.D. 331-3.00-164.00.

The Commission found that William Tobin, consultant for the applicant was present and stated in his presentation and in response to questions raised by the Commission that they reached out to surrounding property owners; that they submitted letters of support from the surrounding property owners; that the applicant is expanding their business; that this site is needed to accommodate growth on the west side of the County; that the site will provide job opportunities in the area; that the property will be completely fenced in: that the property already has ingress/egress established; that the proposed site will have four (4) propane tanks, space for two (2) additional propane tanks in the future, and two (2) vertical propane tanks; that the property was purchased for this specific use; that the applicant has similar sites on Clay Road and in Milton; that the proposed tanks meets the safety requirements of the local fire department; that industry standards govern the tank requirements; that the proposed tanks are approximately one hundred (100) feet from the fencing and nearby road; and that only portable tanks are to be stored within the DP&L right-of-way.

The Commission found that no parties appeared in support of or in opposition to this application.

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

Motion by Mr. Smith, seconded by Mr. Johnson, and carried unanimously to defer action for further action. Motion carried 5 – 0.

On October 15, 2015 the Commission discussed this application under Old Business.

Mr. Smith stated that he would move that the Commission recommend approval of Conditional Use No. 2030 for Dean Sherman/Sherman Heating Oil for a Conditional Use for propane and oil storage tanks based upon the record made at the public hearing and for the following reasons:

- 1) The project is located on a commercially-zoned property within the Highway Commercial Area according to the Comprehensive Land Use Plan. The proposed use for propane and oil storage tanks is appropriate under this designation.
- 2) The project is located between U.S. Route 13 and U.S. Route 13A. This is an appropriate location for the proposed use.
- 3) The site has a history of commercial/industrial type uses, and the proposed use is consistent with the prior use of the property.
- 4) The project, with the conditions and stipulations to be placed upon it, will not have an adverse impact on the neighboring properties or community, and there are other properties with commercial uses in the area.
- 5) The use is of a public or semi-public character and is desirable for the general convenience and welfare of the area and the County.
- 6) The design will meet all State and National Fire Regulations.
- 7) Letters of support from surrounding property owners were submitted into the record, and no parties appeared in opposition to the proposed use.
- 8) This recommendation for approval is, however, subject to the following conditions and stipulations:
 - A. Any security lights shall only be installed on the buildings and shall be screened so that they do not shine on any neighboring properties or roadways.
 - B. The property is zoned C-1 General Commercial, The sign regulations applicable to the C-1 General Commercial zoning shall apply to this use.
 - C. The proposed use shall meet all local, State, and National Fire Regulations.
 - D. As so stated by the applicant, only portable tanks shall be stored within the DP&L right-of-way.
 - E. All parking areas shall be clearly designated on the Final Site Plan and on the site itself.

- F. The applicant shall comply with all DelDOT requirements for roadway improvements and ingress and egress.
- G. The Final Site Plan shall be subject to the approval of the Planning and Zoning Commission.

Motion by Mr. Smith, seconded by Mr. Johnson, 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.

C/U #2031 – East Coast Auto, Inc.

An Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for used car sales to be located on a certain parcel of land lying and being in Seaford Hundred, Sussex County, containing 1.3 acres, more or less. The property is located south of Stein Highway (Route 20) 0.29 mile east of Woodland Ferry Road (Route 78) (911 Address: None Available) Tax Map I.D. 531-11.00-40.00.

The Commission found that Brenda Johnson was present and stated that the property has been in the family for many years; that there is an auto sales lot on the adjacent property that they used to own; that it was sold with the stipulation that there would be no competition for a three (3) year period; that the property was sold eight (8) years ago; that there is a commercial property in the area; that an existing detached garage will be used for the sales office; that there will be no repairs to automobiles done on the property; that she has been in the auto sales business for twenty-five (25) years; that the hours of operation will be 9:00 a.m. to 6:00 p.m.; that occasionally the office will stay open until 8:00 p.m., since they live on the property; that there will be no deliveries to the property; that the existing lighting on the property will be adequate; that the property was used for similar uses throughout the years; that there are numerous commercial properties in the area; that she plans to have ten to twelve cars on the lot for sale at a time; and that she does plan to have a sign on the property.

Ms. Cornwell stated that the surrounding properties are zoned AR-1 (Agricultural Residential District, therefore other businesses are either non-conforming or have received Conditional Use approvals.

Mr. Johnson stated that the site plan provided shows fourteen (14) parking spaces will be provided; that the paved driveway provides adequate customer parking; and that no inoperable vehicles can be stored on the property.

The Commission found that no parties appeared in support of or in opposition to this application.

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

Motion by Mr. Smith, seconded by Mr. Ross, and carried unanimously to defer action for further consideration. Motion carried 5 – 0.

On October 15, 2015 the Commission discussed this application under Old Business.

Mr. Smith stated that he would move that the Commission recommend approval of Conditional Use No. 2031 for East Coast Auto, Inc. for used car sales based upon the record made at the public hearing and for the following reasons:

- 1) The project, with the conditions and stipulations so placed upon it, will not have an adverse impact on the neighboring properties or roadways.
- 2) The area has a history of automotive sales uses. This applicant's family formerly owned and operated a used car business on the adjacent property many years ago. That use continues under other ownership.
- 3) The use will not adversely affect area roadways.
- 4) There are other business and commercial uses in the area, including the car sales facility next door. This use is consistent with the nature and character of the neighborhood.
- 5) No parties appeared in opposition to the application.
- 6) This recommendation for approval is, however, subject to the following conditions and stipulations:
 - A. The hours of operation shall be from 9:00 a.m. to 6:00 p.m. Monday through Saturday.
 - B. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
 - C. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.
 - D. Any dumpsters shall be screened from view of neighbors and roadways. The dumpster locations shall be shown on the Final Site Plan.
 - E. Any repairs shall be performed indoors. No automobile parts shall be stored outside.
 - F. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the site.
 - G. No more than 12 cars shall be displayed for sale on the site at any one time. No more than 5 additional vehicles may be parked on the site in preparation for the sales lot.
 - H. All display areas, parking and storage areas shall be clearly depicted on the Final Site Plan.
 - I. The site is subject to all DelDOT entrance and roadway requirements.
 - J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Smith, seconded by Mr. Johnson, 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.

Introduced 8/18/15

**Council District No. 1 – Vincent
Tax I.D. No. 331-3.00-164.00
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR PROPANE AND OIL STORAGE TANKS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 8.82 ACRES, MORE OR LESS

WHEREAS, on the 14th day of July 2015, a conditional use application, denominated Conditional Use No. 2030 was filed on behalf of Dean Sherman / Sherman Heating Oil; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2030 be _____; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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. 2030 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

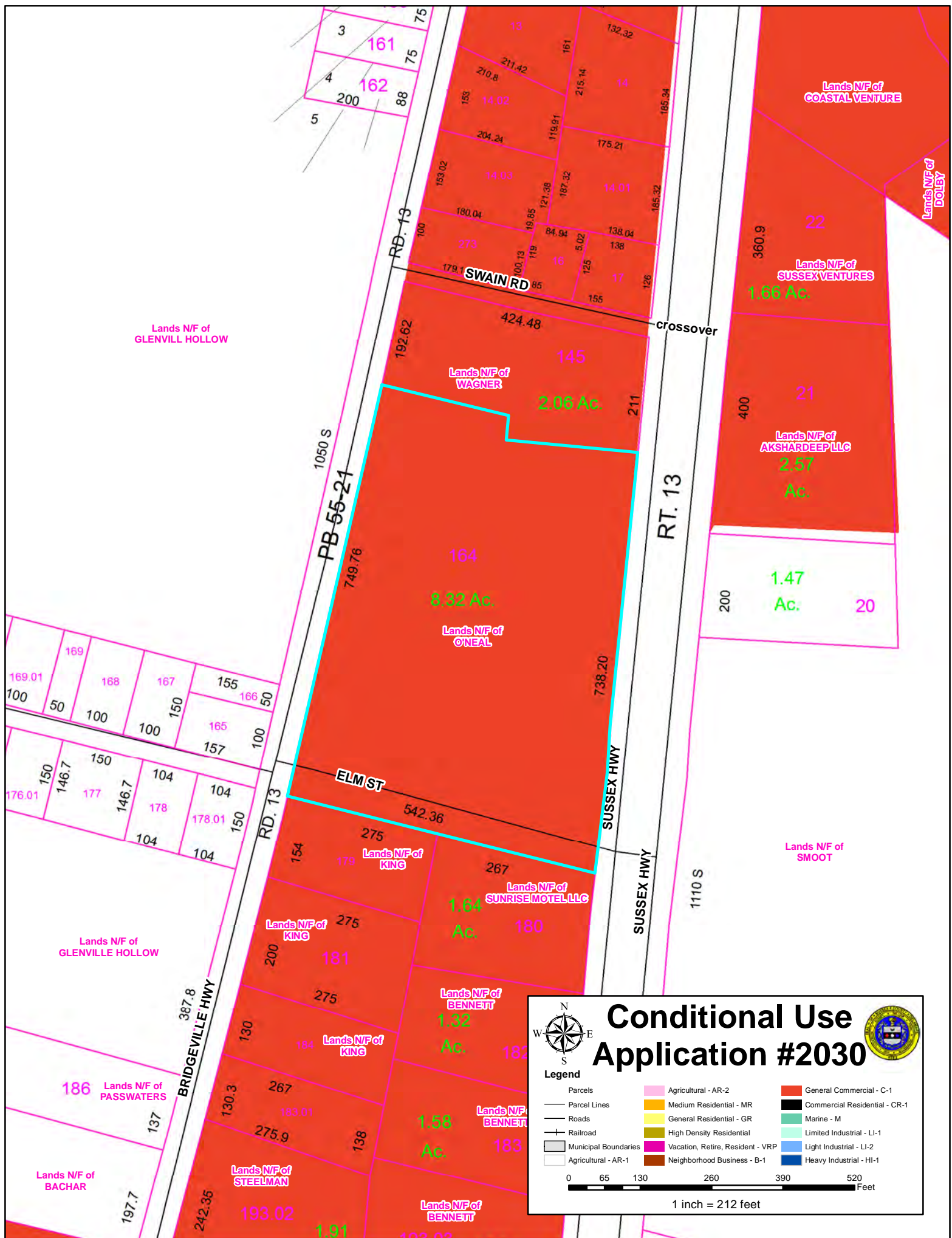
ALL that certain tract, piece or parcel of land, lying and being situate in Seaford Hundred, Sussex County, Delaware, and lying west of Sussex Highway (U.S. Route 13) and east of Seaford Road (U.S. Route 13A) and being 213 feet south of Swain Road (Road 554A) and being more particularly described as follows:

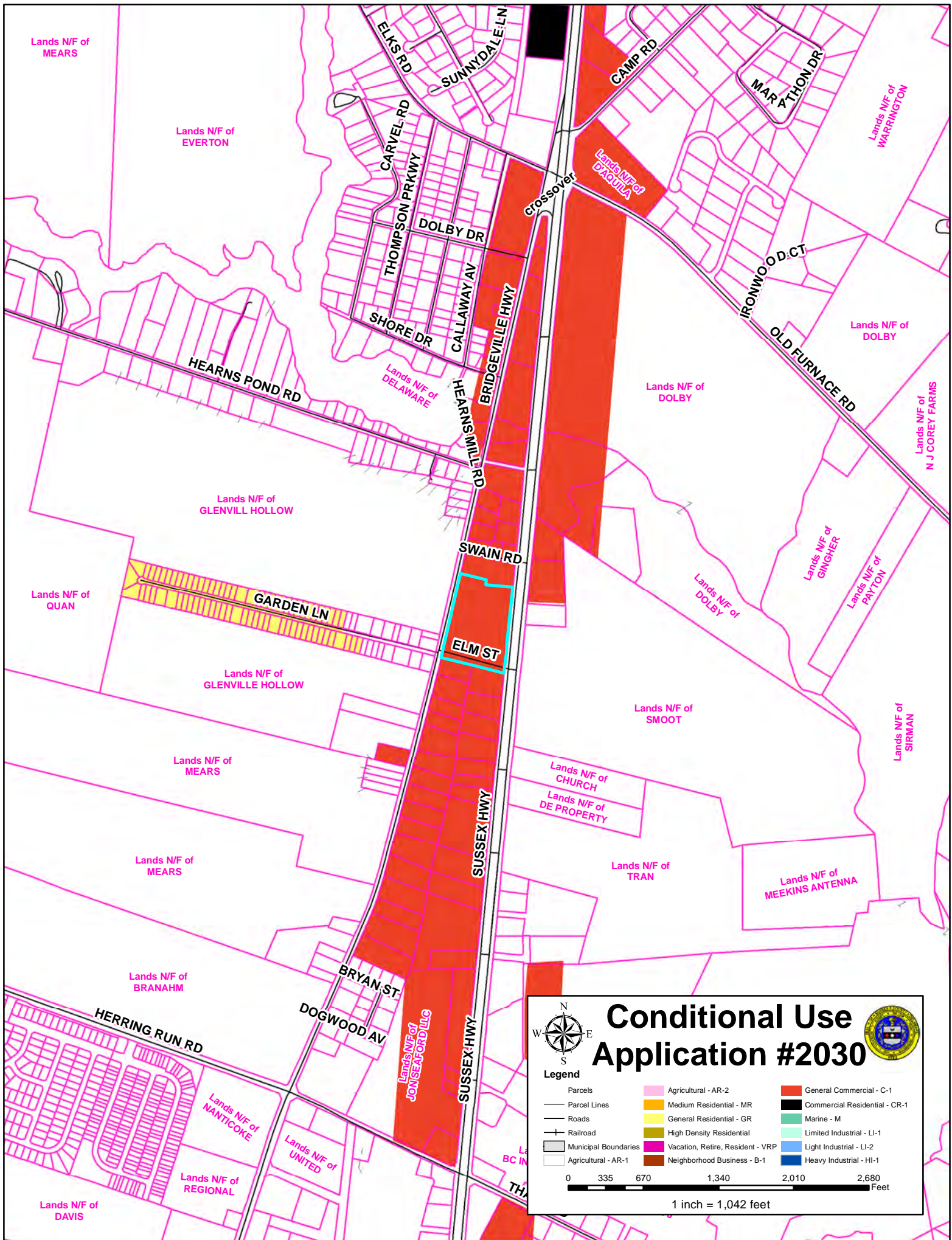
BEGINNING at a concrete marker on the westerly right-of-way of Sussex Highway (U.S. Route 13) a corner for these subject lands and lands, now or formerly, of Sunrise Motel, LLC; thence North 68°26'39" West 267.25 feet along lands, now or formerly, of Sunrise Motel, LLC, and North 68°40'15" West 275.11 feet along lands, now or formerly, of Robert R. King to a concrete marker on the easterly right-of-way of Seaford Road (U.S. Route 13A); thence

North 21°05'00" East 749.76 feet along the easterly right-of-way of Seaford Road to an iron rebar; thence easterly by and along lands, now or formerly, of Edward W. Wagner the following three courses: South 68°35'50" East 237.82 feet to an iron rebar, South 14°10'50" West 44.98 feet to a concrete marker, and South 75°53'41" East 209.14 feet to the westerly right-of-way of Sussex Highway; thence South 13°57'45" 738.20 feet along the westerly right-of-way of Sussex Highway to the point and place of beginning, said parcel containing 8.823 acres, more or less.

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

PROPOSED







Introduced 8/18/15

**Council District No. 1 – Vincent
Tax I.D. No. 531-11.00-40.00
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR USED CAR SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 1.3 ACRES, MORE OR LESS

WHEREAS, on the 20th day of July 2015, a conditional use application, denominated Conditional Use No. 2031 was filed on behalf of East Coast Auto, Inc.; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2031 be _____; and

WHEREAS, on the ____ day of _____ 2015, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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. 2031 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 Seaford Hundred, Sussex County, Delaware, and lying south of Stein Highway (Route 20) 0.29 mile east of Woodland Ferry Road (Route 78) and being more particularly described as follows:

BEGINNING at a railroad spike on the southerly right-of-way of Stein Highway (Route 20), a corner for these subject lands and lands, now or formerly, of Jimmy Lee McWilliams and Barbara Ann McWilliams; thence North 81°21'00" East 204.91 feet along the southerly right-of-way of Stein Highway to a point; thence South 05°02'09" East 559.47 feet along lands, now or formerly, of Gary A. Lowe to a point; and thence North 25°33'00" West 583.56 feet

along lands of the aforesaid McWilliams to the point and place of beginning, said parcel containing 1.313 acres, more or less.

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

PROPOSED

