

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING AGENDA**

Meeting Date: Wednesday, August 27, 2014
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 6:45 P.M. Public Hearing
7:00 P.M. Regular Meeting

**6:45 P.M. Public Hearing – Rezone Application – M & R Properties, LLC
– Case 2014-10**

An application by Adams-Kemp Associates, Inc., on behalf of J. Everett Moore, Jr., for an official zoning map amendment from Medium Residential (UR2) to Professional Business (UB3). The property is located at 126 West Market Street, Georgetown, DE identified as Sussex County Tax District 135 Map 19.08 Parcel 89.00.

7:00 P.M. Regular Meeting

1. Pledge of Allegiance
2. Invocation
3. Adoption of Agenda
4. Approval of August 13, 2014 Town Council Minutes
5. Conditional Use Application – Fred Tana – Case #2014-7
6. Bid Award for West Pine Street
7. West Market Street Light Replacement
8. Public Works Agreement – College Park Regional Pump Station
9. Shops at College Park–Dedication of Streets–Carmean Way & College Park Lane
 - A. Resolution #2014-5 Dedication of Streets – Shops of College Park
10. 2nd Reading & Adoption of Ordinances
 - A. Ordinance 2014-7 Hotel & Motel Code
11. Departmental Reports
 - A. Gene Dvornick – Town Manager
12. Public Comment
13. Adjournment

The agenda items as listed may not be considered in sequence. This agenda is subject to change to include additional items including executive sessions or the deletion of items including executive sessions, which arise at the time of the meeting. Persons with disabilities requiring special accommodations to attend this meeting should contact the Town Office in writing 72 hours in advance of the meeting, stating their needs in order to have them addressed under the requirements of the Americans with Disabilities Act (ADA).

TOWN COUNCIL
PUBLIC HEARING INFORMATION SHEET

ITEM: Public Hearing – Rezone Application – M & R Properties,
LLC – Case #2014-10

ITEM NO: N/A

DATE: August 27, 2014

DESCRIPTION: A zoning application by Adams-Kemp representing M & R Properties, Inc, from UR2 (Medium Residential) to UB3 (Professional Business) zoning district for the property identified as Sussex County Tax Map 135-19.08-89.00. The property is located at 126 West Market Street. The proposed property use – Law Office Annex.

Attached:

Application

Boundary surveys

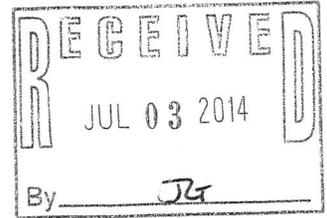
Letter of support from Brent Marsh

PC draft minutes approving the rezone.

**Please return this information packet for future
meetings.**



Town of Georgetown Review Application



	Check Type of Review Requested	Copies
	Category II Plan Review	5
	Category I Site Plan - Conceptual	11
	Category I Site Plan - Preliminary	11
	Category I Site Plan - Final	8
	Conditional Use	18
	Historic Review	8
	Subdivision/RPC Review - Conceptual	11
	Subdivision/RPC Review - Preliminary	18
	Subdivision/RPC Review - Final	18
	Utility Review	2
✓	Zoning Amendment	18
	Other:	

All packages to include number of copies shown:

- Review Application
- Plans / Prints
- Supportive Materials
- One PDF of Site Plan

Note: One 11 x 17 copy of complete site plan to be provided with application packages.

Property Information	
Sussex County Tax Map/Parcel:	1-35-19.08-89.00
Project Location:	126 WEST MARKET ST, GTWN, DE
Property Size/Dimension:	60' x 251.85'
Project Title/Name:	MAR PROPERTIES, LLC
Current Zoning District:	UR 2
Proposed Zoning (if applicable):	UB 3
Current Property Use:	SINGLE FAMILY
Proposed Property Use:	LAW OFFICE ANNEX

Current Property Owner Information	
Current Owner Name:	SANDRA ALBRIGHT
Phone Number:	C: 302-344-6539 H: 302-858-4241
Fax Number:	
Email Address:	
Mailing Address:	808 E. Market St
City, State, Zip Code:	GEORGETOWN, DE 19947

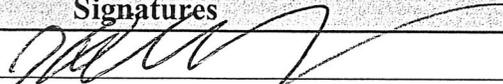
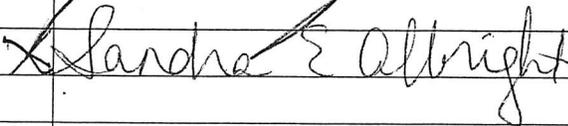
Engineer / Surveyor Information	
Company Name:	ADAMS-KEMP
Contact Name:	CHUCK ADAMS
Phone Number:	302-856-6699
Fax Number:	
Email Address:	
Mailing Address:	
City, State, Zip Code:	GEORGETOWN, DE

Developer Information	
Company Name:	
Contact Name:	
Phone Number:	
Fax Number:	
Email Address:	
Mailing Address:	
City, State, Zip Code:	

Designated Primary Contact	
Contact Name:	J. EVANS MOORE JR
Phone Number:	302-856-9568
Fax Number:	302-855-9846
Email Address:	jemoore@mooreandrott.com
Mailing Address:	PO BOX 554
City, State, Zip Code:	GEORGETOWN DE 19947

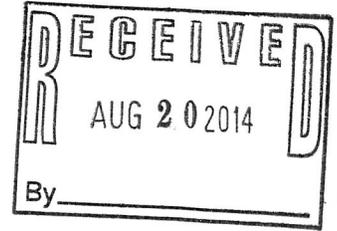
Please read and certify the following:

1. I have supplied all the information listed on this form and that statements contained in any papers or plans submitted as part of this application are true and correct.
2. This project was designed in accordance with the plan requirements in the Comprehensive Plan, Zoning Code, Design Standards as well as the Construction Standards for the Town of Georgetown.
3. I, or an agent on my behalf, will attend all public hearings/meetings necessary for this project in order to answer any questions to the best of my ability in respect to the present and future needs, health, safety, morals, convenience, order, prosperity and general welfare of the inhabitants of Georgetown.
4. I understand that any incomplete applications will not move forward in the review process and I will be notified in writing after a thorough review has been completed by the Planning Department.
5. It is understood that the Planning Department processes all applications in the order in which they were received. Each application will continue in the process once eligibility and the appropriate reviews have been completed.
6. I understand that only the designated primary contact listed on this application will receive any and all review comments, meeting information and correspondence to and from the Town of Georgetown.
7. I understand that the Engineer will be billed for the professional services rendered from the Town Engineer and/or the Town Solicitor, as required for my application, unless I notify the Town Planning Department in writing advising otherwise.

Signatures	
Designated Primary Contact	
Developer	
All Current Property Owners	
Parcel -	
Parcel -	
Parcel -	

OFFICE USE ONLY			
Date Received: _____	Received by: _____	Amount: \$ _____	Cash/Check #: _____

Brent Marsh
120 West Market Street
PO Box 212
Georgetown, DE 19947-0212
(302) 258-3939
(302) 856-6484



August 19, 2014

To: Town Council
Town of Georgetown
39 The Circle
Georgetown, DE 19947

Concerning: CASE #2014-10 Rezone Application

I see by the signs out front that my neighbor, Everett Moore, has some plans for 126 West Market Street.

I don't know what he has in mind, but Mr. Moore and his colleagues are and always have been excellent neighbors.

Therefore, without reservation, I support his application.

A handwritten signature in cursive script that reads "Brent Marsh".

TOWN OF GEORGETOWN - PLANNING COMMISSION

Draft Meeting Minutes August 20, 2014

ATTENDANCE

Commissioners

Gary Tonge - absent
Chester Johnson
Diane Greenberg
John Painter
Bob Ricker

Staff

Jocelyn Godwin, Planning
Tim Willard, Solicitor
Jamie Craddock, Planning

1. CALL MEETING TO ORDER

Vice Chair Commissioner Johnson called the meeting to order in the Town Hall at 6:00 p.m.

2. APPROVAL OF JULY 16, 2014 MEETING MINUTES

Commissioner Ricker moved, seconded by Commissioner Greenberg, to approve the July 16, 2014 regular meeting minutes as presented. **APPROVED (UNANIMOUS)**

3. PUBLIC HEARING: CASE #2014-10

Rezone Application

An application by Adams-Kemp Associates, Inc., on behalf of J. Everett Moore, Jr., for an official zoning map amendment from Medium Residential (UR2) to Professional Business (UB3). The property is located at 126 West Market Street, Georgetown, DE identified as Sussex County Tax District 135 Map 19.08 Parcel 89.00.

The application was presented by Everett Moore, M & R Properties LLC, and in attendance was law partner David Rutt. Their firm will operate from this location. The firm's main office is located at 122 West Market Street (next door). Additional space is needed as they have grown from two attorneys to seven attorneys.

The intent is to use the downstairs as conference rooms and upstairs for storage and an office. One half of the deck will be removed in the back and a handicapped ramp will be put in. Parking will be added in the back. A reduction in the parking has been applied for with the Town Manager. The intent is not to meet with clients in this new location; it will be a work spillover area. There is no signage planned for out front. Employees will park in the new parking area, so that clients may park at the main building.

The Fire Marshal is requiring an exterior stairway to be put in on the east side of the building. Pat Ryan presented the site plan and improvements to be made to the property. To meet requirements of building code and the Fire Marshal, an extension will need to go into the non-conforming setback which will require an application for a variance. The building setback is ten feet, the building is currently setback at 7.1'. Approximately one additional foot will be needed. The stairway will be built out of salt treated wood.

The UB3 zoning is being asked for to keep it consistent with the neighboring properties. Charles Adams, of Adams Kemp Associates, stated that a walkway will connect the two properties, keeping the landscaping between the parking lots. The driveway entrance is 14 – 15' wide, similar to surrounding properties, and green technology will be used for stormwater runoff.

It was stressed by the Commission to maintain a residential look to the building. Concern was expressed regarding the exterior stairway and the looks of the stairway to each property. Landscaping and matching stain were recommendations.

Lighting was questioned for the parking areas. It was confirmed that a full site plan review will be done following the zoning decision.

The zoning was confirmed to be UB3 on either side of the property and across the street.

Commissioner Johnson opened the meeting for public comment. No public comment was made either for or against the application. One letter was received in support of the application from Brent Marsh, of 120 West Market Street.

Commissioner Ricker moved, seconded by Commissioner Greenberg, to recommend approval of the rezoning of 135-19.08-89.00 from UR2 to UB3. APPROVED (Yeas 3, Nays 1 [Painter])

TOWN COUNCIL
INFORMATION SHEET

ITEM: Conditional Use Application – Fred Tana – Case #2014-7

ITEM NO: 5

DATE: August 27, 2014

PRESENTER: Fred Tana

DESCRIPTION: An application by Fred Tana for a Conditional Use to allow two residential rental units behind a single family residential structure located at 602 N Bedford Street. The properties are identified as Sussex County Tax District 135 Map 14.00 Parcel 174.00 and are currently zoned (UR1) Urban Residential.

As discussed at the August 13 Town Council Meeting, Bill Bradley met with Mr. Tana.

A summary of findings is as follows:

- The property is serviced by a 1” service line from the main to the meter;
- The water meter is a 5/8”x3/4” meter;
- This supplies approximately 15 GPM to the property;
- The front house (main structure) has 5 bedrooms/2 baths;
- The garage building (downstairs) has 2 bedrooms/1 bath; and
- The garage building (upstairs) has 1 bedroom/1 bath.

According to the American Water Works Association (AWWA) standard, a 5/8”x3/4” meter provides a continuous flow of 15 GPM.

The average flow rates for home water systems is presented below:

Number of bedrooms	Number of bathrooms in home			
	1	1-1/2	2	3
	flow rate (gallons per minute)			
2	6	8	10	
3	8	10	12	
4	10	12	14	16
5		13	15	17
6			16	18

A 6 bedroom/3 bath home (main structure and garage upstairs) would need a flow of 18 GPM.

TOWN OF GEORGETOWN MEMORANDUM

TO: Mayor and Council
FROM: Gene Dvornick, Town Manager
RE: West Pine Street Rehabilitation
DATE: August 22, 2014

The Town previously awarded Del-Mar-Va Paving the resurfacing of West Pine Street and North Race Street in July 2013.

After completion of North Race Street the Town was informed as part of street rehabilitation projects, installation of handicap access ramps and truncated domes are required at intersections impacted as part of the rehabilitation.

Accordingly, we secured bids for this work. Below is a summary of the original proposals and revised proposals (more than 30 days has passed since bid receipt and verification of wage rates):

<u>Vendor</u>	<u>Description</u>	<u>Original Proposal</u>	<u>Updated Proposal</u>	<u>Change</u>
Del-Ma-Va Paving	Roadwork	\$ 117,850.00	\$ 119,650.00	\$ 1,800.00
Shea Concrete	Handicap Ramps	\$ 16,026.00	\$ 16,666.00	\$ 640.00
		<u>\$ 133,876.00</u>	<u>\$ 136,316.00</u>	<u>\$ 2,440.00</u>

Funding for this is provided as follows:

Senator Pettyjohn	\$ 33,500.00
Representative Briggs-King	\$ 33,500.00
Town Funds	\$ 69,316.00
	<u>\$ 136,316.00</u>

Request Council reaffirm funding for completion of the project.

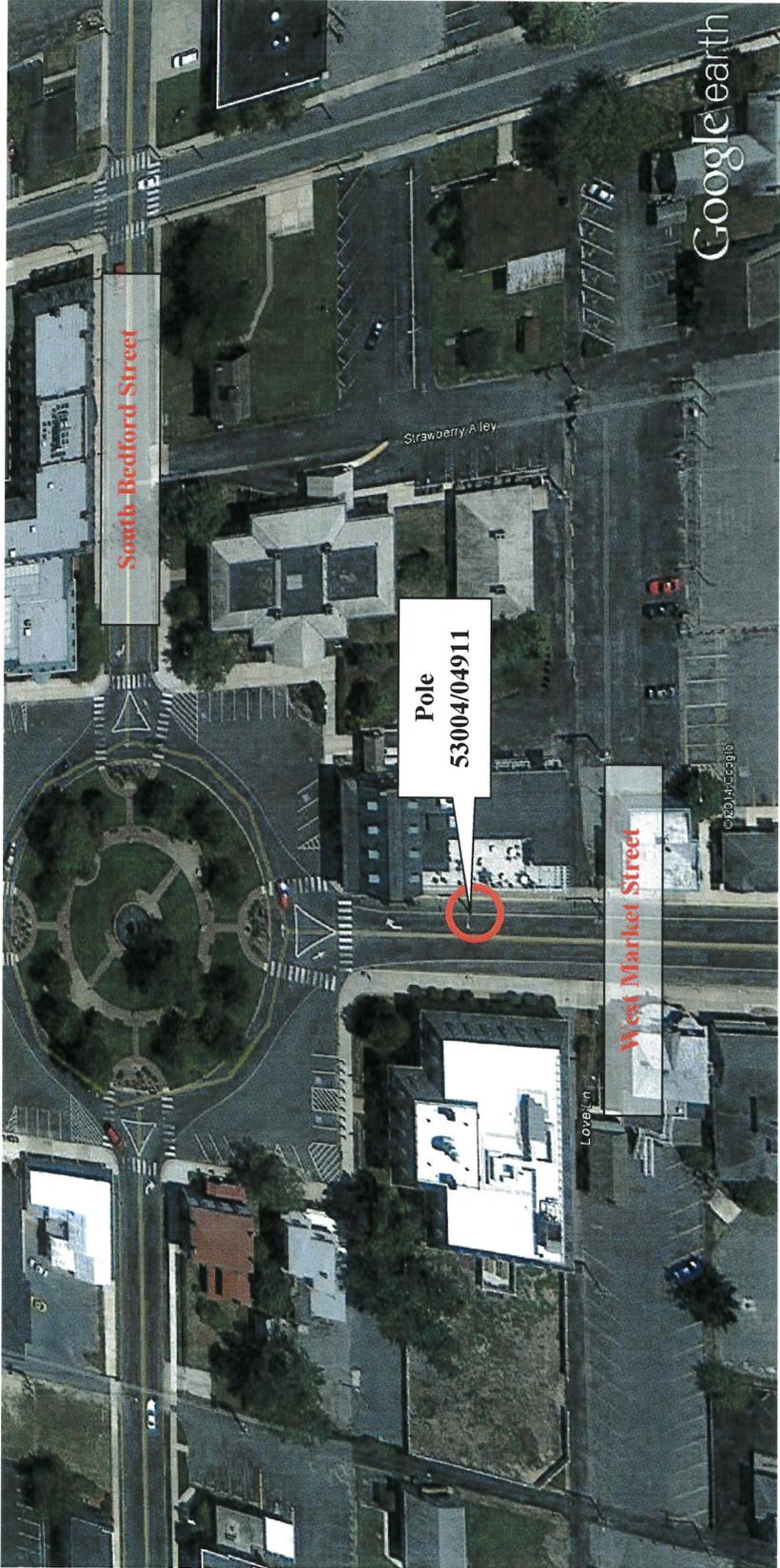
WEST MARKET STREET LIGHT REPLACEMENT

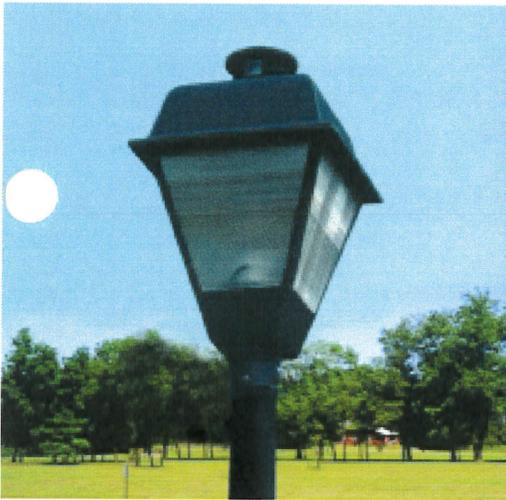
GEORGETOWN, DELAWARE

- Removal of existing pole, direct burial of electrical service
- Replacement with Decorative Pole
- Replacement with Traditionaire Fixture
- Estimated Project Cost is provided below:

<u>Qty</u>	<u>Description</u>	<u>Est. Cost</u>	<u>Total Cost</u>
1	Street Light Installation	\$ 5,126.29	\$ 5,126.29
2	Banner Arms	\$ 165.30	\$ 330.60
1	Flag Holder	\$ 100.38	\$ 100.38
2	Flower Pot Brackets	\$ 275.50	\$ 551.00
			<u>\$ 6,108.27</u>

WEST MARKET STREET LIGHT REPLACEMENT GEORGETOWN, DELAWARE





A PHI Company

Traditional Lighting

Traditionaire

Simple Elegance, Great Versatility

The Traditionaire is a proven favorite for adding a touch of style to meet virtually any lighting need. Reminiscent of the lanterns of colonial New England, this four-sided lamp's clean lines are complemented by its softly curved chimney. Its visual appeal is combined with energy efficiency for maximum lighting benefit.

Applications Walkways, streets, parking areas, open space

Lamp Source High pressure sodium (HPS)

Wattages 50, 70, 100, 150

Pole Style Standard 14-foot mounting height
(17-foot embedded fiberglass)

Lighting Distribution IES Type III (asymmetrical)

Call today for more information:

Delaware, Maryland and Virginia 1.800.375.7117



Agreement No. 2014-233

Town of Georgetown Project No. 2007-08-04

Agreement Between

Town of Georgetown

And

Sussex Entertainment Enterprises, LLC

Subject

Public Works Agreement

For

College Park Regional Pump Station

AGREEMENT

THIS AGREEMENT, made and executed in quadruplicate, this _____ day of August, 2014 BY AND BETWEEN, the Town of Georgetown, hereinafter called "TOWN", a political subdivision, party of the first part, and Sussex Entertainment Enterprises, LLC, hereinafter called "DEVELOPER", party of the second part.

WITNESETH:

The DEVELOPER in consideration of the covenants and agreements herein contained and made by the TOWN, agrees with said TOWN as follows:

WHEREAS, the TOWN has granted approval for the College Park Regional Pump Station; and

WHEREAS, the DEVELOPER owns certain unimproved real estate within the College Park subdivision; and

WHEREAS, the DEVELOPER anticipates a need for TOWN-maintained sewer to serve its property; and

WHEREAS, the DEVELOPER has offered to pay all costs of construction as well as all costs incurred by the TOWN for the construction inspection of those additional facilities to serve its property; and

WHEREAS, the DEVELOPER has agreed, and by these presents does agree with the TOWN for the consideration hereinafter mentioned, to construct the project in a manner that is acceptable to the TOWN in accordance with the scope of work contained herein as a minimum.

THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is mutually agreed between the parties as follows:

ARTICLE ONE

DEFINITIONS

- 1.1 TOWN means, the Town of Georgetown
- 1.2 DEVELOPER means, Sussex Entertainment Enterprises, LLC.
- 1.3 PROJECT means College Park Regional Pump Station, being the installation of a pump station and related improvements, as more fully described in Article 15 of this Agreement.
- 1.4 DEPARTMENT means, the Town of Georgetown Public Works Department.
- 1.5 DEVELOPER'S Engineer means, Becker Morgan Group, Inc., which is contracted, or to be contracted, by the DEVELOPER to provide professional consultant services for the project.
- 1.6 DEVELOPER'S contractor means, any company to be contracted by Sussex Entertainment, LLC or assigns, with the necessary skills and experience, paid

by the DEVELOPER to construct the improvements of this project. For work to be dedicated to the TOWN, said contractor's work is subject to approval and acceptance by the TOWN.

- 1.7 SPECIFICATIONS means, the Town of Georgetown Design and Construction Standards for Water, Sewer, and Streets, as revised to the date of this Agreement, and the construction documents for the project as approved by the TOWN.
- 1.8 WORKING DAY means any calendar day in which the contractor performs construction operations.

ARTICLE TWO

SCOPE OF SERVICES

2.1 DEVELOPER

2.1.1 All design and construction coordination work required for the satisfactory completion of the PROJECT shall be the responsibility of the DEVELOPER or his designee, subject to the approval of the TOWN and the DEPARTMENT.

2.1.2 All design and construction coordination services shall be subject to the approval of all Federal, Regional, State, Town, Municipal, and other public governmental agencies insofar as the interest of each is concerned. All design and construction coordination services shall be subject to the approval of all utilities and other agencies, whether private or public, insofar as the interest of each is concerned. Where the approval of the TOWN is indicated herein, the approval of such agencies herein before stated, including all other agencies of the TOWN, shall be required. Close cooperation between such agencies herein before stated and the DEVELOPER is intended in order that the interest of all agencies may best be served. The DEVELOPER shall confer when and where requested by the TOWN with the TOWN and with representatives of all such agencies herein before stated. The DEVELOPER shall maintain a continuing and close liaison with the DEPARTMENT in order to resolve questions and obtain needed approvals from all such agencies herein before stated so as to permit the work effort for the PROJECT to be uninterrupted.

2.1.3 At all times, the DEVELOPER will have the right to cause its engineers or other officers or designees to participate in the planning, sitting on meetings, and determining the course of construction of the work to be performed, as it affects the DEVELOPER'S real property.

2.1.4 The DEVELOPER shall provide administration of the construction contract documents.

2.2 TOWN

2.2.1 DEVELOPER shall allow the TOWN to inspect the construction of any improvements to be dedicated to the TOWN. The DEVELOPER shall also permit

the TOWN to inspect the construction of improvements not being dedicated to the TOWN as may be deemed necessary by the TOWN to ensure that the work is in accordance with the approved construction documents.

ARTICLE THREE

PROJECT SCHEDULE

- 3.1 THE DEVELOPER'S contractor shall file with the DEPARTMENT six (6) copies of an acceptable bar chart showing the proposed progress toward completion of said work and thereafter, shall file with the DEPARTMENT one (1) copy of a monthly report as to the progress actually made and shall advise of any decisions needed.
- 3.2 THE DEVELOPER'S contractor shall provide one (1) set of original Cut Sheets signed and sealed by a Professional Land Surveyor or Engineer.
- 3.3 The Town of Georgetown issues a construction permit where the construction time shall begin on the date of the construction permit and shall be computed in working days thereafter for the total of working days required to complete the construction outlined in the permit. Allowable working days of the TOWN shall be from 7:00 am to 6:00 pm, Monday through Friday except TOWN Holidays.

ARTICLE FOUR

FEE STRUCTURE

- 4.1 The TOWN represents that the TOWN has thoroughly investigated the DEVELOPER'S requirements and that the TOWN shall claim no compensation in addition to the amounts set forth in this Agreement for work as set forth in this Agreement.
- 4.2 The DEVELOPER shall pay the TOWN, prior to the issuance of the permit, for the scope of services specified herein before in Article 2.2.1 of this Agreement an amount in accordance with TOWN Code § 98-4 *Service Performed by Town Employees* as described in *Subdivision/site plan inspection fee*.
- 4.3 The DEVELOPER shall provide, prior to the issuance of the permit, a completion guaranty. The amount of the guaranty and the conditions associated with it shall be as described in TOWN Code § 194 *SUBDIVISION OF LAND*.
- 4.4 The DEVELOPER shall submit a written one (1) year guaranty and maintenance bond prior to the TOWN'S release of the completion guaranty. The amount of the bond shall be 10% of the amount of the completion guaranty.
- 4.5 If this Agreement is terminated prior to the completion of the scope of work, the payment made in accordance with Article 4.2 of this Agreement herein before stated, shall not be refunded.
- 4.6 If this Agreement is terminated prior to the completion of the scope of work as described on the approved construction drawings, the bond provided in accordance with Article 4.3 of this Agreement shall be forfeited to the Town of Georgetown.

- 4.7 The DEVELOPER shall be liable for any additional expenditure the TOWN reasonably incurs in excess of the amount specified in Article 4.2 of this Agreement. The DEVELOPER shall make such additional payments to the TOWN within thirty (30) calendar days after receiving a written notice of the additional expenditures incurred. If payment is not made in full within a thirty (30) day period after the date of the notice, a one and a half percent (1-1/2%) per month service charge will be added to the additional amount until the payment is paid-in-full. If no payment is made-in-full within sixty (60) days after the date of the notice, then the services of the TOWN, its engineers and the entities with whom the DEVELOPER has contracted will be suspended until such time as payment is made-in-full. Further, the DEVELOPER expressly agrees and understands that until payment is made-in-full, no connection shall be permitted to the existing facilities.
- 4.8 Any additional expenses incurred due to non-completion of the project within the construction time as indicated in Article 3.3 of this Agreement shall be paid by the DEVELOPER to the TOWN. The additional expense shall be for each working day used to complete the project, which is beyond the time as indicated in Article 3.3 of this Agreement and shall be calculated accordingly.

ARTICLE FIVE

DEVELOPER'S RESPONSIBILITIES

- 5.1 Construction shall be in accordance with the Town of Georgetown Design and Construction Standards for Water, Sewer, and Streets, as revised to the date of this Agreement, and the College Park Regional Pump Station construction drawings prepared by Becker Morgan Group, Inc., as approved by the TOWN.
- 5.2 The DEVELOPER shall employ only Registered Architects, Professional Engineers, and Professional Land Surveyors licensed In the State of Delaware to perform any of the work required for this project, as associated with their respective professions. All plans and specifications containing such work shall be stamped with the respective seal of a Registered Architect, Professional Engineer, or Professional Land Surveyor, registered in the State of Delaware.
- 5.3 The DEVELOPER in the performance of its work for the project shall hold harmless, indemnify and defend the TOWN from any claims or liability due to the negligence of the DEVELOPER and the DEVELOPER'S agents or employees.
- 5.4 The DEVELOPER warrants that in the event errors or omissions are found in the final design documents after the construction contract has been awarded, and these errors or omissions result in increased cost, whether design, construction or other, the DEVELOPER shall be liable for all additional cost incurred as a result of such error or omission by the DEVELOPER and the DEVELOPER'S agents or employees.
- 5.5 The DEVELOPER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for him, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this

warranty the TOWN shall have the right to terminate this Agreement without liability, at its discretion and retain the fee structure specified in Article 4.2 and 4.3 of this Agreement.

- 5.6. DEVELOPER'S contractor shall protect itself from claims under the Workmen's Compensation Act by having insurance as required by law from an insurance company authorized to do business in the State of Delaware at the following minimums:

5.6.1 Bodily injury liability insurance of the DEVELOPER'S contractor in an amount not less than \$250,000.00 for injuries including accidental death, to any one person, and subject to the same limits for each person, in an amount not less than \$500,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.2 Comprehensive property damage insurance of the DEVELOPER'S contractor in an amount not less than \$100,000 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.3 Automobile bodily injury liability insurance of the DEVELOPER'S contractor in an amount not less than \$250,000.00 for injuries including death, to any one person, and, subject to the same limits for each person, in an amount not less than \$500,000.00 on account of any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.4 Automobile property damage liability insurance of the DEVELOPER'S contractor in an amount not less than \$100,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

The procuring of all insurance as set forth in this Article or elsewhere in this Agreement shall be in addition to and not in any way in substitution for all the other protection provided under this Agreement.

- 5.7 The DEVELOPER'S contractor shall secure, maintain and furnish the DEPARTMENT copies of its State of Delaware and Town of Georgetown business licenses. The DEVELOPER shall also furnish the DEPARTMENT with such copies of licenses and authorizations for its agents and subcontractors.
- 5.8 The DEVELOPER shall comply with all Federal, Regional, State, Town, Municipal and all other laws applicable to the work to be done under this Agreement.
- 5.9 The DEVELOPER shall notify the DEPARTMENT in writing if he is of the opinion that any work is beyond the scope of work as specified on the approved construction drawings. The DEPARTMENT shall render the final decision after reviewing the DEVELOPER'S written opinion.
- 5.10 The DEVELOPER shall meet with the DEPARTMENT in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the DEPARTMENT hearing all arguments and rendering the final decision.

- 5.11 The DEVELOPER shall provide all labor, all services, all materials and the like necessary to satisfactorily complete all work as described on the approved construction drawings.
- 5.12 The DEVELOPER shall be responsible for all costs due to testing and inspection of materials and equipment to ascertain that all such materials and equipment are in accordance and in compliance with the SPECIFICATIONS. These costs are in addition to those outlined in item 4.2.
- 5.13 The DEVELOPER shall confer with the DEPARTMENT as necessary during the project as to the interpretation of design plans and for the correction of errors and omission and shall prepare any necessary design plans therefore.
- 5.14 [Omitted.]
- 5.15 The DEVELOPER shall prepare and pay for change orders as required.
- 5.16 The DEVELOPER'S contractor shall submit shop drawings for all items to be eventually taken over by the TOWN for review and approval prior to the installation of the respective item.
- 5.17 The DEVELOPER shall be solely responsible for determining the amounts owing to the DEVELOPER'S contractor for payment of the work executed. Payment of the DEVELOPER'S contractor by the DEVELOPER shall not constitute a representation by the DEPARTMENT, based on any observations and review, as to the scope of the work executed or the quality of the work executed. The DEPARTMENT will not be deemed to represent that it has made any examination to ascertain how and for what purpose the DEVELOPER'S contractor has used the monies paid to him.
- 5.18 Recorded plats for easements which were required as a result of revisions made during construction which are located on the DEVELOPER'S property are to be submitted by the DEVELOPER to the TOWN prior to the release of the completion guaranty. Recorded plats for easements which were required as a result of revisions made during construction which are located on property not owned by the DEVELOPER shall be submitted by the DEVELOPER to the TOWN prior to performing any work within the easement.
- 5.19 All required fees, including but not limited to, impact, inspection, and connection fees shall be paid by the DEVELOPER prior to the release of the completion guaranty.
- 5.20 Prior to release of the completion guaranty, the TOWN shall be paid all additional costs incurred as calculated in Article 4.7 of this Agreement.
- 5.21 All tracings, plans, maps, descriptions, specifications, operation manuals, warranties, records, and documents made by the DEVELOPER'S engineer shall be delivered to the DEPARTMENT and become the property of the TOWN prior to the TOWN'S release of the completion guaranty.
- 5.22 The DEVELOPER shall retain full maintenance responsibility for all utility infrastructure (pump station and sewer) installed in public rights-of-way or

easements, until the ownership of this infrastructure is transferred to the TOWN by a properly executed and recorded deed.

- 5.23 Following the completion of construction of the improvements to be taken over by the TOWN and prior to the release of the completion guaranty, the DEVELOPER shall submit to the TOWN a complete set of record construction drawings signed and sealed by the DEVELOPER's engineer. The drawings shall contain complete plan views and profiles of as-constructed information pertaining to the College Park Regional Pump Station, *including but not limited to manhole, wet well, valve vault, and air release valve vault rim and invert elevations, sewer pipe sizes, the location of all sewer cleanouts, and forcemain invert elevations taken at each 50 foot station..* When a draft set of these plans have been approved by the TOWN, the DEVELOPER shall submit six (6) paper, one (1) Mylar copy of the plans, and one (1) digital copy. The digital copy shall be in AutoCAD (2004 version or more recent) format. The horizontal datum for all information shall be Delaware State Grid, NAD 83/91 and the vertical datum shall be NGVD 29.
- 5.24 Following the completion of construction of the improvements to be taken over by the TOWN and prior to the release of the completion guaranty, the DEVELOPER shall also submit to the TOWN a complete pump station operation & maintenance manual. The manual shall include equipment description, manufacturer's name and contact information, model and serial numbers, sizing information, etc. for each piece of mechanical and electrical equipment furnished as part of the pump station. The manual shall also include copies pump performance curves, approved shop drawings or submittals, warranties, and copies of test results (where applicable) for each piece of equipment. Other items that shall be included are a detailed table of contents, a cumulative organized maintenance calendar with recommended maintenance task and maintenance schedule for each piece of equipment on a single calendar. Specific detailed recommended maintenance procedures shall be included for each piece of equipment and shall be placed in the location of the respective piece of equipment within the manual. The manual shall be organized in a logical systematic order for easy reference. The DEVELOPER shall submit one (1) electronic, fully indexed, draft copy of the manual to the TOWN in Microsoft Word (to the extent practicable) and PDF for review. Once approved, the DEVELOPER shall submit the final electronic copy (Word & PDF) and three (3) paper copies in bound and fully indexed three ring loose leaf binders.

ARTICLE SIX

TOWN'S RESPONSIBILITIES

- 6.1 With the construction contracts being awarded by the DEVELOPER, the DEVELOPER'S engineer, as the representative of the DEVELOPER shall advise and consult with the DEPARTMENT. The DEPARTMENT shall have authority to act on behalf of the TOWN to the extent provided in this document and the SPECIFICATIONS unless otherwise modified in writing by the TOWN. The DEPARTMENT shall schedule, administer and coordinate a pre-construction meeting with all applicable parties, prior to the issuance of a permit to the DEVELOPER to begin the construction work.
- 6.2 The DEPARTMENT shall make periodic visits at least once each calendar month and more often if required to the construction site of the project to determine in

general if the work being executed by the contractor is proceeding in sequence and accordance with the approved construction drawings and the SPECIFICATIONS. The DEPARTMENT shall observe the executed work by the DEVELOPER'S contractor during its periodic visits. The DEPARTMENT shall endeavor to report to the contractor any observed defects and deficiencies in the work executed by the DEVELOPER'S contractors. The DEPARTMENT may disapprove or reject and require repair or replacement thereof any work executed by the DEVELOPER'S contractor that fails to conform to the approved construction drawings or the SPECIFICATIONS. The quality of the work is the sole responsibility of the DEVELOPER and his contractor.

- 6.3 The DEPARTMENT shall review and approve or disapprove all shop drawings, samples, the results of tests and inspections and other data which the contractor is required to submit for conformance with the design concept of the project and compliance with the SPECIFICATIONS. The DEPARTMENT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the DEVELOPER'S contractor in accordance with this Agreement.
- 6.4 The DEPARTMENT shall have the authority to reject all work executed by the contractor which does not conform to the approved construction drawings or the SPECIFICATIONS. Whenever in its reasonable opinion the DEPARTMENT considers it necessary or advisable to insure the proper implementation of the intent of the SPECIFICATIONS, the DEPARTMENT shall have the authority to require special inspection or testing of all work executed by the contractors in accordance with the provisions of the SPECIFICATIONS whether or not such work be then fabricated, installed and/or completed. The fees associated with such testing shall be paid by the DEVELOPER.
- 6.5 The procedures for closing out the project shall be as described previously in this Agreement.

ARTICLE SEVEN

INDEPENDENT CONTRACTOR

- 7.1 The DEVELOPER'S contractor shall be responsible for its own acts and those of its subordinates, employees and subcontractors during the life of this Agreement, it being expressly understood that the DEVELOPER shall indemnify, hold harmless and defend the TOWN, its members, officers, agents and employees of, from and against all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and or resulting from negligence of the DEVELOPER'S contractor and subcontractors under this Agreement.

ARTICLE EIGHT

SUBCONTRACTS

- 8.1 All subcontracts proposed to be entered into by the DEVELOPER or the DEVELOPER'S contractor pursuant to this Agreement shall be subject to the prior approval of the DEPARTMENT.

ARTICLE NINE

AMENDMENT OF AGREEMENT

- 9.1 This Agreement may only be amended, modified, or extended by prior written approval of the TOWN.

ARTICLE TEN

SUCCESSORS AND ASSIGNMENTS

- 10.1 This Agreement is, and shall be, binding upon the DEVELOPER, and is intended to burden and run with the land upon which the project is located. Should the DEVELOPER transfer ownership, the TOWN at its sole discretion shall have the right to declare this Agreement void and/or require any amendments that the TOWN determines necessary.

ARTICLE ELEVEN

TERMINATION

- 11.1 If, for any reason set forth herein, conditions are encountered by the TOWN which require termination of this Agreement, upon such termination, the DEVELOPER shall immediately transfer to the TOWN in a neat and orderly manner the ownership of all documents relating to the PROJECT and all monies then due the TOWN as specified in Articles 5.18, 5.19, 5.20, and 5.21 of this Agreement.
- 11.2 In the event of termination of this Agreement any modifications hereof, the DEVELOPER and the TOWN shall take all reasonable steps to minimize the further incurrence of fees under this Agreement.

ARTICLE TWELVE

INCORPORATED DOCUMENTS

12.1 This Agreement incorporates by reference as fully set forth herein the following documents. All other terms and conditions of these referenced documents shall remain the same and unchanged.

12.1.1 "Town of Georgetown Design and Construction Standards for Water, Sewer and Streets" as revised.

12.1.2 The project construction drawings entitled College Park Regional Pump Station as approved by the Town of Georgetown.

ARTICLE THIRTEEN

GOVERNING LAW

13.1 This agreement shall be governed by the laws of the State of Delaware.

ARTICLE FOURTEEN

AGENCY APPROVALS

14.1 DEVELOPER shall provide to the TOWN all outside agency approvals, including but not limited to, Delaware Department of Transportation (DelDOT), Delaware Department of Natural Resources and Environmental Control (DNREC), Department of Health and Social Services, Office of Drinking Water (DHSS/ODW), Sussex Conservation District (SCD), Office of the State Fire Marshal (SFMO), along with those of any other agency which may require review of the project, prior to commencement of any construction.

ARTICLE FIFTEEN

IMPROVEMENTS

15.1 SANITARY SEWER IMPROVEMENTS – The sanitary sewer improvements to be eventually taken over by the TOWN include the regional pump station, including all associated equipment; all gravity sanitary sewer mains, manholes, forcemain, including vaults and air release structures; and all other sanitary sewer infrastructure shown to be installed within University Drive, Biden Avenue, and Vaughn Road right-of-ways and utility easements; all being as shown on the College Park Regional Pump Station construction drawings approved by the TOWN.

15.2

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their officers and their seals to be herewith affixed, this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DEVELOPER

Sussex Entertainment Enterprises, LLC

By _____

PLEASE PRINT NAME

WITNESS

TOWN OF GEORGETOWN

William E. West
MAYOR, TOWN OF GEORGETOWN

SEAL

ATTEST:

Christine Lecates
SECRETARY, TOWN COUNCIL

(In case of a corporation, firm or partnership, this agreement must be signed by the appropriate officials of such corporation, firm of partnership and their corporate seal must be affixed hereto.)



ORDINANCE NO. 2014-7

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN BY ADDING A NEW CHAPTER 114 TO BE ENTITLED HOTEL & MOTEL CODE, WHICH CHAPTER 114 ADDRESSES EXTENDED STAY HOTELS AND EXTENDED STAY MOTELS; TO ESTABLISH GUIDELINES FOR THE OPERATION AND MAINTENANCE OF SUCH HOTELS WITHIN THE TOWN OF GEORGETOWN, DELAWARE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Manager and his staff met internally to consider the issue of Hotels and Motels that operate within the Town of Georgetown, Delaware (“the Town”), and to develop suggestions for the operation and maintenance of such facilities; and

WHEREAS, it has been determined that there exist establishments that were originally operated as short term stay Hotels and Motels, but that now are essentially long term residential facilities; and,

WHEREAS, these facilities place a burden on Town services such as code enforcement, police responses to criminal activities, and other services including fire and ambulance; and,

WHEREAS, the Town Manager, with the assistance of his staff, have developed a set of amendments to be added to The Code of the Town of Georgetown, Delaware;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN, DELAWARE:

Section 1. The Code of the Town of Georgetown, Delaware is hereby amended to add the following:

§ 114-1. Definitions.

§ 114-2. Exceptions for special accommodations due to legal or treatment reasons.

§ 114-3 Exemption for Extended Stay Motels and Hotels.

§ 114-4. Permitted Length of Occupancy.

§ 114-5. Prohibited Practices.

§ 114-6. Posted Information.

§ 114-7. Guest register generally.

§ 114-8. Penalty Provisions.

§ 114-9. Other remedies reserved.

§ 114-1. Definitions.

Lodging Accommodations - means the paid public occupancy by reason of concession, permit, right of access, rental, or other agreement, by any person or persons for a period of thirty (30) consecutive calendar days or less, or a total of no more than sixty (60) calendar days within a one hundred eighty (180) consecutive calendar day period.

Motel - means a facility which offers transient lodging accommodations to the general public with access to guest rooms provided by exterior or interior walkways.

Hotel - means a building in which lodging or boarding and lodging are provided for more than 15 persons, primarily transient, or with more than 10 guest rooms offered to the public for compensation. Ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public, in contradistinction to a boardinghouse, rooming or lodging house or an apartment house, which are herein separately defined. A Hotel may include restaurants, taverns, club rooms, public banquet halls, ballrooms and meeting rooms.

Extended Stay Hotel/Extended Stay Motel - means a facility offering transient lodging accommodations to the general public in which, in addition to normal sleeping beds, some or all of the rental units also provide cooking or kitchen facilities. Cooking and kitchen facilities indicative of an Extended Stay Hotel shall include any of the following: stove, microwave oven, dishwasher, kitchen-type sink, disposal, refrigerator (intended for use by the occupant for storing food and drinks), storage cabinets and vinyl floor area typically found in a food preparation or eating area. An Extended Stay Hotel unit may also include one or more separate attached bedrooms and living areas.

Guest register or register - means any book, index, or systematic compilation of documents in the form required by section 114-7.

Occupant - means any person over one year of age, including an owner or operator, living, sleeping, cooking or eating in, or having actual possession of a dwelling, dwelling unit, rooming unit, or sleeping room or hotel unit.

§ 114-2. Exceptions for special accommodations due to legal or treatment reasons

Nothing in this Chapter shall be deemed to include asylums, correctional facilities, detention homes, group housing, hospitals, jails, orphanages, prisons, transitional housing, transitional shelters, sanitarium, or similar buildings or classifications, where human beings are housed or detained under legal restraint, court order, or as part of a treatment plan for a medical, physical, or mental condition.

§ 114-3 Exemption for Extended Stay Motels and Hotels.

The provisions of this Article shall not apply to any Motel or Hotel that meets the requirements of the definition of Extended Stay Hotel/Motel as presented in these regulations.

§ 114-4. Permitted Length of Occupancy.

No occupant shall be permitted to stay in any room of a Hotel or Motel:

- 1) **In excess of thirty (30) consecutive calendar days; or,**
- 2) **In excess of sixty (60) calendar days within a one hundred and eighty (180) consecutive calendar day period of time.**

§ 114-5. Prohibited Practices.

In any Hotel or Motel, subject to the provisions of this Chapter, the following shall not be permitted within any room:

1) Cooking

- i. **With other than with microwaves provided by management;**
- ii. **With cooking appliances including, but not limited to, electric cookers, gas fired appliances, hot plates, or any other such device,:**
 1. **Provided, this prohibition does not apply to cooking appliances provided by management and the room is specifically designed for cooking in accordance with the International Fire, Building and Property Maintenance Code as adopted by the Town; and,**
 2. **Provided further, that, prior to such activity, if any such room is modified to meet the standards of the International Fire, Building and Property Maintenance Code, as adopted by the Town, to permit cooking, such modification has been reviewed, and approved, by the appropriate Town staff ;**

2) Storing of Food Items;

3) Excess electrical appliances, including, but not limited to, computers, televisions, video systems, floor heaters, air conditioning units, lights, or other items if, in the opinion of the Fire Marshal, such items constitute a life threatening or life safety issue pursuant to Town Code or the Delaware State Fire Prevention Regulations;

§ 114-6. Posted Information.

The owner of any Hotel, or Motel, subject to the provisions of the Article, shall assure that the following is posted by the owner, or by management, in each room a printed sign that:

- 1) Sets for the rules and regulations set by the owner, or management, if any, for occupation of the room; and,**
- 2) Sets forth the restrictions established in this ordinance as to cooking, storing of food items, or the use of excess electrical appliances; and,**
- 3) Sets out the procedure for registering a complaint with the owner, or management, as to maintenance, or health, safety and welfare complaints, or problems, that any occupant may have with a particular room; and,**
- 4) Sets forth the maximum number of days that a particular room may be occupied.**

§ 114-7. Guest register generally.

- 1) Every person conducting any hotel in the Town shall at all times keep and maintain therein a guest register, with the name and home address of each guest or person renting or occupying a room therein.**
- 2) Each person renting a room shall sign the register, provide personal identification, and list each person who will at any time visit or occupy the room.**
- 3) The proprietor of such hotel or his agent, shall thereupon write opposite such names so registered the number of the room assigned to and occupied by such guests, together with the time for which such room is rented. Until all of the aforesaid entries have been made in such register, no guest shall be permitted to occupy any room in such hotel.**
- 4) When the occupant of a room so rented pursuant to this section shall quit and surrender the same, it shall be the duty of the proprietor of the hotel, or his agent, to enter the time thereof in the register kept under this section, opposite the name of such occupant.**
- 5) The register required by this section shall be kept at all times open to the inspection of any police officer in the course of police business.**
- 6) No person who owns or operates any hotel in the Town shall be guilty of a violation of this section if such person has no knowledge of an undisclosed**

occupant, guest or visitor of a room and has complied, in good faith, with the requirements of this section.

- 7) Subsequent registrations with the same hotel/motel by an immediate family member of a registered occupant will be considered continued occupancy by each family member for purposes of calculating maximum stays.

§ 114-8. Penalty Provisions.

A) Any owner, operator, or occupant of a Hotel, or a Motel who fails to comply with the provisions of this Chapter shall, upon conviction for such violation, be subjected to a fine not less than \$25.00 nor more than \$100.00, and shall pay the cost of prosecution. For the purposes of this article, each day or part thereof that a violation continues shall be deemed to be a separate offense.

B) Any owner, operator, person or persons, convicted for a violation of this Ordinance shall be subject to forfeiture of the right to a business license, as outlined in § 130-9. License revocation, for the facility deemed in violation of the Ordinance because the facility is not being operated in accordance with Town ordinances.

§ 114-9. Other remedies reserved.

The Town reserves the right to seek any, and all, appropriate relief, including the declaration of a public nuisance, available to it by federal, state, or local laws, regulations, and ordinances.

Section 2. No Impact of Zoning or Land Use Ordinances. Nothing in this ordinance shall be deemed to impact any Town land use, subdivision, or zoning requirement.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 4. All ordinances or resolutions, or parts of ordinances or resolution, of Town in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall become effective following its adoption by a majority vote of all members elected to the Town Council.

BE IT ENACTED by the Town Council of the Town of Georgetown, Delaware on the _____ day of _____ A.D., 2014.

Bill West, Mayor

Chris Lecates, Secretary

1st Reading: July 23, 2014
1st Reading: August 13, 2014
2nd Reading: August 27, 2014
Adoption: August 27, 2014

DRAFT