



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, December 12, 2018

Location: First State Community Action Agency, 308 North Railroad Avenue

Time: 6:45PM Public Hearings

Regular Meeting Immediately Following Public Hearings

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6:45 PM PUBLIC HEARINGS

- A. Community Development Block Grant (CDBG) 2019 Funding Request
This presentation will provide an overview of the CDBG program and offer an opportunity for the Town Council to discuss potential projects

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- B. Ordinance #2018-006 Zoning Code Modifications
*Revision to §230-154; 230-176; 230-187; 230-190; 230-192
Modification of height regulations; Signs permitted in all districts; Continuation of nonconforming uses; Expiration of unused nonconforming uses; Extension of nonconforming use.*

[Ordinance 2018-06 Zoning Code Modifications \(Final\)](#)
[Proposed Zoning Code Changes \(2018-11-28 - Final\)](#)

REGULAR MEETING IMMEDIATELY FOLLOWING THE PUBLIC HEARINGS

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF NOVEMBER 14, 2018 TOWN COUNCIL MINUTES

- A.

5. PUBLIC WORKS AGREEMENT - THE OAKS (PHASE 1)

- 13 - 25 A. [PWA - The Oaks - Phase 1 - FINAL](#)

6. 2019 CDBG APPLICATION - SUSSEX COUNTY COMMUNITY DEVELOPMENT OFFICE

- 26 A. Resolution #2018-005 Federal Fair Housing Law
[Resolution 2018-005 Federal Fair Housing Law](#)

- 27 B. Resolution #2018-006 CDBG Application
[Resolution 2018-006 CDBG Application](#)

7. RESOLUTIONS

- 28 A. Resolution #2018-007 2019 Town Council Meeting Schedule
[Resolution 2018-007 2019 Town Council Meeting Schedule](#)

- 29 B. Resolution #2018-008 2019 Holiday Schedule
[Resolution 2018-008 2019 Holiday Schedule](#)

8. 1ST READING OF ORDINANCES

- 30 - 35 A. Ordinance #2018-006 Zoning Code Modifications
[Ordinance 2018-06 Zoning Code Modifications \(Final\)](#)

9. 2ND READING & ADOPTION OF ORDINANCES

- 36 - 39 A. Ordinance #2018-004 Camping
[Ordinance 2018-004 Camping](#)

- 40 - 42 B. Ordinance #2018-005 Multi-family Equivalent Dwelling Units (EDU's)
[Ordinance 2018-005 Multi-Family Equivelant Dwelling Units \(EDU's\)](#)

10. DEPARTMENTAL REPORTS

- 43 - 44 A. Gene Dvornick – Town Manager
[Town Manager Report - 2018-12-12](#)

11. PUBLIC COMMENT

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A. Correspondence

[Thank You - Carolyn Green \(2018-11-15\)](#)

[Thank You - American Legion \(2018-11-29\)](#)

[Thank You - Sussex County \(2018-12-05\)](#)

12. ADJOURNMENT



ORDINANCE 2018-06

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN, CHAPTER 230 THEREOF, ENTITLED ZONING

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND
HEREBY ORDAINS:

Section 1. Article XXII Signs, by adding the following:

§ 230-176. Signs permitted in all districts.

The following signs are permitted in all districts:

- A. Signs erected by any governmental agency for purposes of direction, safety or convenience of the general public.
- B. Instructional signs, nonilluminated.
- C. Signs in conjunction with doorbells or mailboxes, not exceeding 12 square inches in area.
- D. Name and address signs, no more than one for each principal building or use on a premises and exceeding two square feet in area.
- E. Signs which are attached or which are an integral part of gasoline pumps or other dispensing or servicing devices, provided that such signs do not extend beyond the area of the pump, dispensing or servicing device to which they are attached, and provided that such activities or services are legally established uses.
- F. Signs displayed on shelters at bus stops limited to two signs per shelter, and the sign area shall not exceed 32 square feet per sign. Shelter locations shall be approved by the Town Manager and the State Department of Public Instruction. [Amended 6-25-2014 by Ord. No. 2014-6]
- G. Signs erected by or on behalf of the Town as approved by the Town Manager.
- H. Businesses may have one standard flag, three feet by five feet, with the word "open" or similar wording on it and mounted on a pole only during business hours. Flags must be at least six feet above grade and must not block the sidewalk or right-of-way or obscure the visibility of pedestrians or vehicular traffic. Flags are not counted in the computation of permissible sign area. Display of flags from the second story is prohibited. This regulation shall not apply to display of any national, state, county or municipal flag. [Added 6-25-2014 by Ord. No. 2014-6; amended 10-8-2014 by Ord. No. 2014-9]
- I. Road and traffic control signs, as approved by Delaware Department of Transportation and the Town. [Added 6-25-2014 by Ord. No. 2014-6]
- J. Electronic message board signs. For any sign which meets the definition of "electronic message board sign," the following provisions shall apply: [Added 6-25-2014 by Ord. No. 2014-6; amended 6-28-2017 by Ord. No. 2017-04]

- 1) The sign category for the zone in which the sign is proposed must allow for internal illumination of signs.
- 2) The maximum sign area for an electronic message board, which is detached, shall be no greater than 75% of the maximum total allowable sign area designated by the underlying zone. Signs located on sites of institutional uses shall not exceed 24 square feet.
- 3) Signs shall not operate at brightness levels of more than 200 cd/m² (candelas per square meter). Each electronic message board shall have a light-sensing device that will adjust the brightness of the message board as the natural ambient light conditions change.
- 4) Only those changing electronic message signs utilizing monochrome colors such as white, red or amber shall be permitted. No RGB (red-green-blue) technologies or other multicolored display shall be permitted in an electronic message center sign in a manner that would create a video board. This section does not prohibit the use of color in a sign that is not a video board.
- 5) Changing electronic message signs shall maintain an 8-1-8 transition frequency. "8-1-8" means a message display time of a minimum of eight seconds, a transition time between messages of a maximum of one second, followed by a message display time of a minimum of eight seconds, with all segments of the total message to be displayed within 17 seconds.
- 6) All messages displayed on an electronic message board shall be directly related to the business for which the sign was constructed. No off-premises advertising signage is permitted.
- 7) All changing message signs shall be constructed as an integral part of a permanent sign constructed on site. "Integral" shall be considered to be incorporated into the framework and architectural design of the permanent sign. In all districts except HC, LI1 and LI2, permitted electronic message signs must be incorporated into and be integral to a monument type sign as defined in § 230-164.1, Definitions.
- 8) Video boards shall be prohibited.
- 9) Each electronic message board sign located on a state-maintained road must comply with all Delaware Department of Transportation rules and regulations applicable to electronic message board signs when not in conflict with this section.
- 10) There may only be one electronic message board sign per parcel or complex.

K. A single sign noting a tenant, store, building, etc., is "coming soon", which sign shall not exceed 32 square feet. The sign shall not be placed on the site for more than six months. One six-month extension may be granted upon request of the owner, and at the discretion of the Planning Department. After six months, and any additional approved extension, the sign shall be removed even if the tenant, store, building, etc., has not opened or been constructed.

Section 2. Article XXI Height, Area and Bulk Requirements, by adding the following:

§ 230-154. Modification of height regulations.

The following modification of height regulations will apply in all districts with approval of the Planning Commission:

A. Except within an area defined as an Airport Approach Zone by the Federal Aviation Agency, the height limitations of this article shall not apply to:

- 1) Belfries.
- 2) Chimneys.
- 3) Church spires.
- 4) Conveyors.
- 5) Cooling towers.
- 6) Elevator bulkheads.
- 7) Fire towers.
- 8) Flag poles.
- 9) Ornamental towers and spires.
- 10) (10) Private and/or commercial radio and television towers 150 feet and less.
- 11) Public monuments.
- 12) Smoke stacks.
- 13) Stage towers or scenery lofts.
- 14) Tanks.
- 15) Transmission lines and their supporting elements, except in the HD Historic District, where all aerial wires (electric, telephone, cable television, etc.) and supporting poles shall be removed no later than 10 years from the date of passage of this chapter.

B. Except within an area defined as an Airport Approach Zone by the Federal Aviation Agency, churches and temples may be erected to a height not exceeding 75 feet when the required side and rear yards are each increased by at least one foot for each one foot of additional building height above the height regulations for the district in which the building is located.

C. **Exceptions to Height Limits, Institutional Uses.**

Public and private institutional uses, including government buildings, hospitals, schools, and other similar structures, as determined by the Town Manager, or designee, may be built to a maximum of 55 feet, including roof-mounted structures, provided the front, side, and rear setback requirements shall each be increased by one (1) additional foot for each five (5) foot that the structure exceeds the height limit established for the applicable zoning district.

Section 3. Article XXIV Nonconforming Uses, is hereby amended as follows:

§ 230-187. Continuation of nonconforming uses.

Except as otherwise provided herein, the lawful use of land or buildings existing at the effective date of this chapter may be continued **for the same use** although such use does not conform to the provisions hereof. ~~If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever~~

~~a nonconforming use of land or buildings has been changed to a more restricted use or to a conforming use, such use shall not hereafter be changed to a less restricted use. The nonconforming use of a building may be hereafter extended throughout those parts of a building which were lawfully and manifestly arranged or designed for such use at the time of the enactment of this chapter.~~

§ 230-188. Mobile homes.

Mobile homes in lawful use as a single-family dwelling at the effective date of this chapter shall be subject to the following:

- A. A mobile home granted a special use permit prior to the enactment of this chapter, subject to limitations of time, occupancy or location, shall remain subject to such limitations.
- B. The alterations, extension or replacement of a nonconforming mobile home shall require approval of the Board of Adjustment after public hearing.
- C. When a nonconforming mobile home, existing either on a nonconforming lot or with nonconforming yards, is replaced, it shall meet the following requirements:
 - 1) Be located on the lot in such a way so that to the greatest extent possible, it conforms to all appropriate yard requirements.
 - 2) It shall be designated exclusively for single-family occupancy if used as a dwelling.
 - 3) The space between the unit and grade level shall be fully enclosed with skirting approved by the Town Manager.
 - 4) It shall have a gross floor area, excluding any additions not a part of the original manufactured unit, no less than 450 square feet.
 - 5) It shall comply in all other respects with the requirements for dwellings in the district in which it is located.

§ 230-189. Nonconforming signs.

In a residential or commercial district where any sign does not comply with the provisions of this chapter, such sign and any supporting structures other than a building shall be removed no later than 10 years from the date of passage of this chapter. A nonconforming sign painted on the wall of a building or similar flat surface may be removed by painting so as to completely obliterate the sign. Supporting structures for nonconforming signs may continue in use for a conforming sign if they comply in all respects to the applicable requirements of these regulations and other codes and ordinances. Nonconforming signs may continue in use during said ten-year period unless subject to removal under other provisions of these regulations, but no permits for additional signs shall be issued for any premises on which there are any nonconforming signs.

§ 230-190. Expiration of unused nonconforming uses.

No building, land or portion thereof used in whole or in part for a nonconforming use in any district which **is discontinued or** remains idle or unused for a continuous period of **sixty (60) days, two years,** whether or not the equipment or fixtures are removed, shall again be used except in conformity with the regulation of the district in which such building or land is located. **If a property operating as a nonconforming use is in compliance with this section, converts or**

reverts to actual use as a conforming use in the district for a period of greater than sixty (60) days, the prior nonconforming use shall be extinguished.

§ 230-191. Reconstruction of damaged nonconforming uses.

If a building is damaged by any natural causes, such as fire, wind or flood, it may be repaired or reconstructed and used as before the time of damage, provided that such repairs or reconstruction be substantially completed within 12 months of the date of such damage.

~~§ 230-192. Extension of nonconforming use.~~

~~A nonconforming use of a building or a nonconforming use of a nonconforming building may be extended either on the same lot or a contiguous lot under the same ownership at the time of enactment of this chapter if approved as a special exception by the Board of Adjustment, subject to the following special requirements:~~

- ~~A. The extension is for a use which is necessarily incident to the existing use.~~
- ~~B. Such extension shall not encroach on any of the setback or yard requirements for the district in which the use is located.~~
- ~~C. The estimated cost of any extension involved does not exceed 50% of the replacement value, as appraised by the Town of Georgetown Tax Assessor, of the existing building to which it is incident.~~
- ~~D. Such extension shall have a floor area not to exceed 25% of the floor area of the existing building to which it is incident.~~
- ~~E. It will not impair the value of the adjoining property or adversely affect the character of the neighborhood.~~
- ~~F. Provided only one extension shall be permitted by the Board of Adjustment during the life of the nonconforming use.~~

§ 230-193. Temporary or partial nonconforming use.

The casual, intermittent, temporary or illegal use of land or buildings shall not be sufficient to establish the existence of a nonconforming use, and the existence of a nonconforming use on a part of a lot or tract shall not be construed to establish a nonconforming use on the entire lot or tract.

§ 230-194. Decision regarding nonconformity.

Whether a nonconforming use exists shall be a question of fact and shall be decided by the Board of Adjustment after public notice and hearing and in accordance with the rules of the Board.

§ 230-195. Height, area or bulk nonconformity.

A building nonconforming only as to height, area or bulk requirements may be altered or extended, provided such alteration or extension does not increase the degree of nonconformity in any respect.

§ 230-196. Nonconforming dwelling in industrial district.

A dwelling nonconforming as to use in an industrial district shall be considered as a conforming use in application of the height, area and bulk requirements of this chapter.

§ 230-197. Use validated only through compliance with regulations.

A nonconforming use in violation of a provision of the ordinance which this chapter amends or replaces shall not be validated by adoption of this chapter unless such use complies with the terms of this chapter.

Section 4. 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., 2019.

William E. West, Mayor

Robert L. Holston, Jr., Secretary

Synopsis

This ordinance modifies the Zoning Code to allow for 'Coming Soon' signage, allows for exceptions to height limits for Institutional Uses, and updates Non-Conforming Uses.

Planning Commission: November 28, 2018

Public Hearing: December 12, 2018

1st Reading: December 12, 2018

2nd Reading: January 9, 2019

Adoption: January 9, 2019

PROPOSED ZONING CODE MODIFICATIONS

NOVEMBER 28, 2018



TOWN OF
GEORGETOWN

“COMING SOON” SIGNAGE

- Maximum 32 Square Feet
 - 4' x 8'
- Six (6) months
 - One (1) Extension

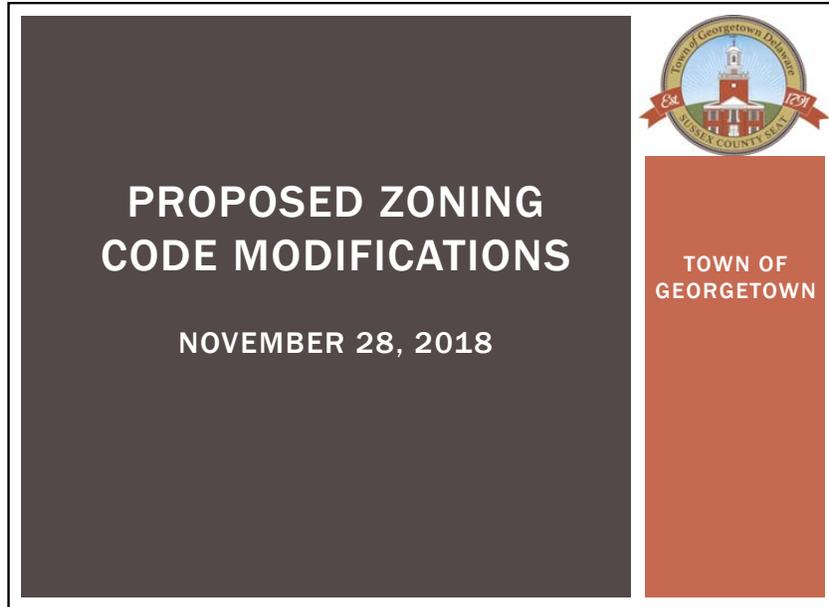


HEIGHT LIMIT EXCEPTION

- **Institutional Uses Only**
 - Government buildings, hospitals, schools, other similar structures
- **Maximum Height of 55 feet**
 - Including roof-mounted structures
- **Front, Side and Rear Yard Setback**
 - Increased by one (1) foot for each five (5) foot increase in excess of the height limit established for the applicable zoning district

NONCONFORMING USES

- **Limits expansion and continuation**
 - Must conform to Zoning Code
- **Establishes expiration in 60 days**
 - Idle or unused
- **Eliminates extension of nonconforming uses**



Agreement No. 2018-001
Town of Georgetown Project No. 2018-01

Agreement Between
Town of Georgetown
and
Georgetown Oaks LP

Subject
Public Works Agreement
For
Water, Sewer and Street Improvements

AGREEMENT

THIS AGREEMENT, made and executed in quadruplicate, this ____ day of _____, 2018 BY AND BETWEEN, the Town of Georgetown, hereinafter called "TOWN", a political subdivision, party of the first part, and Georgetown Oaks LP, 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 Oaks at Georgetown, Phase 1; and

WHEREAS, the DEVELOPER owns certain unimproved real estate within The Oaks at Georgetown, Phase 1 subdivision Tax Parcels 1-35 20.00 6.00, 1-35 20.00 894.00, and 1-35 20.00 895.00); and

WHEREAS, the DEVELOPER anticipates a need for TOWN-maintained water, sewer and street improvements (hereafter, "improvements") to serve its property; and

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

WHEREAS, the DEVELOPER has agreed, and by executing this document 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, Georgetown Oaks LP.
- 1.3 PROJECT means The Oaks at Georgetown, Phase 1, being 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, George, Miles & Buhr LLC., 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 or companies to be contracted by Georgetown Oaks LP 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 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 in 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, at the TOWN's sole cost and expense, 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 two (2) 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, only if said additional expenditure is due to gross negligence of DEVELOPER or if the additional expenditure is approved by the DEVELOPER. 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 Oaks at Georgetown, Phase 1 construction drawings prepared by George, Miles & Buhr LLC., 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 shall maintain and comply with Insurance Requirements as outlined in Attachment A.
- 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 All easements shall be recorded. Proof of recording of all 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. Proof of recording of all 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 improvements installed in public rights-of-way or easements, until the ownership of these improvements are transferred to the TOWN by a properly executed and recorded deed.
- 5.23 Following the completion of construction of any 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 Oaks at Georgetown, Phase 1, *including but not limited to all improvements as outlined in Article Fifteen of this agreement*. 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.

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 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 CONTRACTOR, but failure to observe or report any defects or deficiencies shall not constitute an acceptance of defective work or waive any of the TOWN'S rights under this Agreement. 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 and conformity of the work to the SPECIFICATIONS 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, 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, or 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 "The Oaks at Georgetown, Phase 1" as approved by the Town of Georgetown.

12.1.3 All drawings and SPECIFICATIONS related to the PROJECT.

ARTICLE THIRTEEN

GOVERNING LAW

- 13.1 This Agreement shall be governed by the laws of the State of Delaware. Venue for any disputes under this Agreement shall be in the state courts 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 WATER – The water improvements anticipated to be eventually taken over by the TOWN include anything within the TOWN Right of Way and/or utility easement including water mains, services, meters, pits and vaults as shown on the Oaks Phase 1 construction plans approved by the TOWN.
- 15.2 SANITARY SEWER – The sanitary sewer improvements anticipated to be eventually taken over by the TOWN include anything within the TOWN Right of Way and/or utility easement as shown on the Oaks Phase 1 construction plans approved by the TOWN.
- 15.3 STORM WATER MANAGEMENT – The storm water management improvements anticipated to be eventually taken over by the TOWN include anything within the TOWN Right of Way and/or utility easement including all catch basins, storm sewer drains and storm sewer manholes as shown on the Oaks Phase 1 construction plans approved by the TOWN.
- 15.4 STREET LIGHTING – The street lighting improvements anticipated to be eventually taken over by the TOWN, as shown on the Oaks Phase 1 construction plans, shall be coordinated through the Delmarva Power Outdoor Lighting Program. Fixture selection shall be approved by the TOWN.

ARTICLE SIXTEEN

FORM OF COMPLETION GUARANTY

- 16.1 As required under Town Code, DEVELOPER has provided TOWN, a bond in the amount of \$1,178,640.38 payable to the Town of Georgetown which represents an amount equal to 150% of required improvements, as reviewed and approved by the Town Engineer and conditioned by their satisfactory completion within the time specified in the construction permit.
- 16.2 In accordance with Section 4.4 of this Agreement, the DEVELOPER shall submit a written two (2) year 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. The two (2) year maintenance period shall begin after all improvements required by the Agreement have been completed and accepted by the TOWN. At the end of the two (2) year maintenance period, and satisfactory performance of all improvements, the maintenance bond shall be released.

[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

TOWN OF GEORGETOWN

Georgetown Oaks LP

William E. West, Mayor

ATTEST:

Witness

Robert L. Holston, Jr., Secretary

(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.)

**ATTACHMENT A
 INSURANCE REQUIREMENTS**

Insurance Requirements

DEVELOPER shall agree to maintain in force at all times during the project the following minimum coverages and shall name Town of Georgetown as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

Insurance shall be written with Carriers approved in the State of Delaware and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by Town of Georgetown.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	Damage to Rented Premises (Each Occurrence)	\$50,000
	Medical Expense (Any One Person)	\$5,000
	Personal & Adv Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit Each Accident (Each Accident)	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this project. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and	WC Statutory Limits	
Employers' Liability	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to Town of Georgetown. DEVELOPER agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Town.



**Town of Georgetown
Resolution #2018-005
Community Development Block Grant Fair Federal Housing Law**

WHEREAS, the Town of Georgetown recognizes the importance of fair housing for the citizens of Georgetown; and

WHEREAS, the Town of Georgetown supports the goals of the Federal Fair Housing Law; and

WHEREAS, the Town of Georgetown heartily encourages all parties involved in the renting, selling or financing of housing in the Town of Georgetown to insure that no person shall, on the grounds of race, color, national origin or sex, be discriminated against or denied a fair and equal opportunity to housing; and

BE IT FURTHER RESOLVED, that the Town of Georgetown, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further Fair Housing in connection with the said Community Development Block Grant.

ADOPTED by a majority vote of the Town Council of Georgetown this 12th day of December, 2018

William E. West, Mayor
Town of Georgetown

Robert L Holston Jr., Secretary
Town of Georgetown



**TOWN OF GEORGETOWN
RESOLUTION #2018-006**

ENDORING A PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING TODD LAWSON, SUSSEX COUNTY ADMINISTRATOR, TO SUBMIT APPLICATION

WHEREAS, the Town of Georgetown resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants, State of Delaware Program for Block Grants as contained in (sections 570.488-499 24 CFR U.S. Department of Housing and Urban Development); and

WHEREAS, the Town of Georgetown has met the application requirements of (attachment E- Delaware Community Development Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing code enforcement/infrastructure/rehabilitation projects with CDBG funds; and

WHEREAS, the Town of Georgetown hereby agrees to allow Sussex County to accomplish the projects in targeted areas of the Town of Georgetown; and

WHEREAS, the Town of Georgetown and Sussex County are in agreement with this activity.

NOW THEREFORE, BE IT RESOLVED by the Town of Georgetown and Sussex County that they endorse and grant permission for the following activity:

Application: Renovation/Demolition
The total CDBG grant request is: \$70,000.00

William E. West, Mayor

Chris Lecates, Vice Mayor

Robert L. Holston Jr., Secretary

Rebecca Johnson-Dennis

Steve Hartstein

I do hereby certify that the foregoing title of resolution no. 2018-006, adopted by the town of Georgetown, is the same title of resolution no. _____ adopted by the Town Council of Sussex County on the ____ Day of _____, _____.

Robin A. Griffith
Clerk of the County Council



RESOLUTION #2018-007

A RESOLUTION ADOPTING THE 2019 TOWN COUNCIL MEETING SCHEDULE

WHEREAS, the Mayor and Town Council shall determine annually by a resolution the actual date of the Council Meetings:

January 9	July 10
January 23	July 24
February 13	August 14
February 27	August 28
March 13	September 11
March 27	September 25
April 10	October 9
April 19 @ 5:01pm	October 23
April 24	
May 8	November 13
May 22	-----
June 12	December 11
June 26	-----

Now, Therefore, be it Resolved that the Town of Georgetown hereby adopts the following 2019 Town Council Meeting Schedule.

ADOPTED by the Town Council of the Town of Georgetown, Delaware on the 12th day of December, A.D., 2018.

William E. West, Mayor

Robert L. Holston, Jr., Secretary



RESOLUTION #2018-008

A RESOLUTION ADOPTING THE 2018 HOLIDAY SCHEDULE

WHEREAS, the Mayor and Town Council shall determine annually by a resolution the actual date of the holiday; and

WHEREAS, holidays will be observed the same day on which the State and County observes them; and

New Year's Day	Tuesday	January 1, 2019
Martin Luther King Jr. Day	Monday	January 21, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Day	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019
Veteran's Day	Monday	November 11, 2019
Thanksgiving Day	Thursday	November 28, 2019
Day after Thanksgiving	Friday	November 29, 2019
Christmas Eve (1/2 Day)	Tuesday	December 24, 2019
Christmas Day	Wednesday	December 25, 2019
New Year's Day	Wednesday	January 1, 2020

President's Day and Columbus Day replaced with two (2) Paid "Floating Holidays" Employee Discretion

NOW, THEREFORE, BE IT RESOLVED that the Town of Georgetown hereby adopts the following 2019 Holiday Schedule.

ADOPTED by the Town Council of the Town of Georgetown, Delaware on the 12th day of December, A.D., 2018.

William E. West, Mayor

Robert L. Holston, Jr., Secretary



ORDINANCE 2018-06

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN, CHAPTER 230 THEREOF, ENTITLED ZONING

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND
HEREBY ORDAINS:

Section 1. Article XXII Signs, by adding the following:

§ 230-176. Signs permitted in all districts.

The following signs are permitted in all districts:

- A. Signs erected by any governmental agency for purposes of direction, safety or convenience of the general public.
- B. Instructional signs, nonilluminated.
- C. Signs in conjunction with doorbells or mailboxes, not exceeding 12 square inches in area.
- D. Name and address signs, no more than one for each principal building or use on a premises and exceeding two square feet in area.
- E. Signs which are attached or which are an integral part of gasoline pumps or other dispensing or servicing devices, provided that such signs do not extend beyond the area of the pump, dispensing or servicing device to which they are attached, and provided that such activities or services are legally established uses.
- F. Signs displayed on shelters at bus stops limited to two signs per shelter, and the sign area shall not exceed 32 square feet per sign. Shelter locations shall be approved by the Town Manager and the State Department of Public Instruction. [Amended 6-25-2014 by Ord. No. 2014-6]
- G. Signs erected by or on behalf of the Town as approved by the Town Manager.
- H. Businesses may have one standard flag, three feet by five feet, with the word "open" or similar wording on it and mounted on a pole only during business hours. Flags must be at least six feet above grade and must not block the sidewalk or right-of-way or obscure the visibility of pedestrians or vehicular traffic. Flags are not counted in the computation of permissible sign area. Display of flags from the second story is prohibited. This regulation shall not apply to display of any national, state, county or municipal flag. [Added 6-25-2014 by Ord. No. 2014-6; amended 10-8-2014 by Ord. No. 2014-9]
- I. Road and traffic control signs, as approved by Delaware Department of Transportation and the Town. [Added 6-25-2014 by Ord. No. 2014-6]
- J. Electronic message board signs. For any sign which meets the definition of "electronic message board sign," the following provisions shall apply: [Added 6-25-2014 by Ord. No. 2014-6; amended 6-28-2017 by Ord. No. 2017-04]

- 1) The sign category for the zone in which the sign is proposed must allow for internal illumination of signs.
- 2) The maximum sign area for an electronic message board, which is detached, shall be no greater than 75% of the maximum total allowable sign area designated by the underlying zone. Signs located on sites of institutional uses shall not exceed 24 square feet.
- 3) Signs shall not operate at brightness levels of more than 200 cd/m² (candelas per square meter). Each electronic message board shall have a light-sensing device that will adjust the brightness of the message board as the natural ambient light conditions change.
- 4) Only those changing electronic message signs utilizing monochrome colors such as white, red or amber shall be permitted. No RGB (red-green-blue) technologies or other multicolored display shall be permitted in an electronic message center sign in a manner that would create a video board. This section does not prohibit the use of color in a sign that is not a video board.
- 5) Changing electronic message signs shall maintain an 8-1-8 transition frequency. "8-1-8" means a message display time of a minimum of eight seconds, a transition time between messages of a maximum of one second, followed by a message display time of a minimum of eight seconds, with all segments of the total message to be displayed within 17 seconds.
- 6) All messages displayed on an electronic message board shall be directly related to the business for which the sign was constructed. No off-premises advertising signage is permitted.
- 7) All changing message signs shall be constructed as an integral part of a permanent sign constructed on site. "Integral" shall be considered to be incorporated into the framework and architectural design of the permanent sign. In all districts except HC, LI1 and LI2, permitted electronic message signs must be incorporated into and be integral to a monument type sign as defined in § 230-164.1, Definitions.
- 8) Video boards shall be prohibited.
- 9) Each electronic message board sign located on a state-maintained road must comply with all Delaware Department of Transportation rules and regulations applicable to electronic message board signs when not in conflict with this section.
- 10) There may only be one electronic message board sign per parcel or complex.

K. A single sign noting a tenant, store, building, etc., is "coming soon", which sign shall not exceed 32 square feet. The sign shall not be placed on the site for more than six months. One six-month extension may be granted upon request of the owner, and at the discretion of the Planning Department. After six months, and any additional approved extension, the sign shall be removed even if the tenant, store, building, etc., has not opened or been constructed.

Section 2. Article XXI Height, Area and Bulk Requirements, by adding the following:

§ 230-154. Modification of height regulations.

The following modification of height regulations will apply in all districts with approval of the Planning Commission:

A. Except within an area defined as an Airport Approach Zone by the Federal Aviation Agency, the height limitations of this article shall not apply to:

- 1) Belfries.
- 2) Chimneys.
- 3) Church spires.
- 4) Conveyors.
- 5) Cooling towers.
- 6) Elevator bulkheads.
- 7) Fire towers.
- 8) Flag poles.
- 9) Ornamental towers and spires.
- 10) (10) Private and/or commercial radio and television towers 150 feet and less.
- 11) Public monuments.
- 12) Smoke stacks.
- 13) Stage towers or scenery lofts.
- 14) Tanks.
- 15) Transmission lines and their supporting elements, except in the HD Historic District, where all aerial wires (electric, telephone, cable television, etc.) and supporting poles shall be removed no later than 10 years from the date of passage of this chapter.

B. Except within an area defined as an Airport Approach Zone by the Federal Aviation Agency, churches and temples may be erected to a height not exceeding 75 feet when the required side and rear yards are each increased by at least one foot for each one foot of additional building height above the height regulations for the district in which the building is located.

C. Exceptions to Height Limits, Institutional Uses.

Public and private institutional uses, including government buildings, hospitals, schools, and other similar structures, as determined by the Town Manager, or designee, may be built to a maximum of 55 feet, including roof-mounted structures, provided the front, side, and rear setback requirements shall each be increased by one (1) additional foot for each five (5) foot that the structure exceeds the height limit established for the applicable zoning district.

Section 3. Article XXIV Nonconforming Uses, is hereby amended as follows:

§ 230-187. Continuation of nonconforming uses.

Except as otherwise provided herein, the lawful use of land or buildings existing at the effective date of this chapter may be continued **for the same use** although such use does not conform to the provisions hereof. ~~If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever~~

~~a nonconforming use of land or buildings has been changed to a more restricted use or to a conforming use, such use shall not hereafter be changed to a less restricted use. The nonconforming use of a building may be hereafter extended throughout those parts of a building which were lawfully and manifestly arranged or designed for such use at the time of the enactment of this chapter.~~

§ 230-188. Mobile homes.

Mobile homes in lawful use as a single-family dwelling at the effective date of this chapter shall be subject to the following:

- A. A mobile home granted a special use permit prior to the enactment of this chapter, subject to limitations of time, occupancy or location, shall remain subject to such limitations.
- B. The alterations, extension or replacement of a nonconforming mobile home shall require approval of the Board of Adjustment after public hearing.
- C. When a nonconforming mobile home, existing either on a nonconforming lot or with nonconforming yards, is replaced, it shall meet the following requirements:
 - 1) Be located on the lot in such a way so that to the greatest extent possible, it conforms to all appropriate yard requirements.
 - 2) It shall be designated exclusively for single-family occupancy if used as a dwelling.
 - 3) The space between the unit and grade level shall be fully enclosed with skirting approved by the Town Manager.
 - 4) It shall have a gross floor area, excluding any additions not a part of the original manufactured unit, no less than 450 square feet.
 - 5) It shall comply in all other respects with the requirements for dwellings in the district in which it is located.

§ 230-189. Nonconforming signs.

In a residential or commercial district where any sign does not comply with the provisions of this chapter, such sign and any supporting structures other than a building shall be removed no later than 10 years from the date of passage of this chapter. A nonconforming sign painted on the wall of a building or similar flat surface may be removed by painting so as to completely obliterate the sign. Supporting structures for nonconforming signs may continue in use for a conforming sign if they comply in all respects to the applicable requirements of these regulations and other codes and ordinances. Nonconforming signs may continue in use during said ten-year period unless subject to removal under other provisions of these regulations, but no permits for additional signs shall be issued for any premises on which there are any nonconforming signs.

§ 230-190. Expiration of unused nonconforming uses.

No building, land or portion thereof used in whole or in part for a nonconforming use in any district which **is discontinued or** remains idle or unused for a continuous period of **sixty (60) days, two years,** whether or not the equipment or fixtures are removed, shall again be used except in conformity with the regulation of the district in which such building or land is located. **If a property operating as a nonconforming use is in compliance with this section, converts or**

reverts to actual use as a conforming use in the district for a period of greater than sixty (60) days, the prior nonconforming use shall be extinguished.

§ 230-191. Reconstruction of damaged nonconforming uses.

If a building is damaged by any natural causes, such as fire, wind or flood, it may be repaired or reconstructed and used as before the time of damage, provided that such repairs or reconstruction be substantially completed within 12 months of the date of such damage.

~~§ 230-192. Extension of nonconforming use.~~

~~A nonconforming use of a building or a nonconforming use of a nonconforming building may be extended either on the same lot or a contiguous lot under the same ownership at the time of enactment of this chapter if approved as a special exception by the Board of Adjustment, subject to the following special requirements:~~

- ~~A. The extension is for a use which is necessarily incident to the existing use.~~
- ~~B. Such extension shall not encroach on any of the setback or yard requirements for the district in which the use is located.~~
- ~~C. The estimated cost of any extension involved does not exceed 50% of the replacement value, as appraised by the Town of Georgetown Tax Assessor, of the existing building to which it is incident.~~
- ~~D. Such extension shall have a floor area not to exceed 25% of the floor area of the existing building to which it is incident.~~
- ~~E. It will not impair the value of the adjoining property or adversely affect the character of the neighborhood.~~
- ~~F. Provided only one extension shall be permitted by the Board of Adjustment during the life of the nonconforming use.~~

§ 230-193. Temporary or partial nonconforming use.

The casual, intermittent, temporary or illegal use of land or buildings shall not be sufficient to establish the existence of a nonconforming use, and the existence of a nonconforming use on a part of a lot or tract shall not be construed to establish a nonconforming use on the entire lot or tract.

§ 230-194. Decision regarding nonconformity.

Whether a nonconforming use exists shall be a question of fact and shall be decided by the Board of Adjustment after public notice and hearing and in accordance with the rules of the Board.

§ 230-195. Height, area or bulk nonconformity.

A building nonconforming only as to height, area or bulk requirements may be altered or extended, provided such alteration or extension does not increase the degree of nonconformity in any respect.

§ 230-196. Nonconforming dwelling in industrial district.

A dwelling nonconforming as to use in an industrial district shall be considered as a conforming use in application of the height, area and bulk requirements of this chapter.

§ 230-197. Use validated only through compliance with regulations.

A nonconforming use in violation of a provision of the ordinance which this chapter amends or replaces shall not be validated by adoption of this chapter unless such use complies with the terms of this chapter.

Section 4. 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., 2019.

William E. West, Mayor

Robert L. Holston, Jr., Secretary

Synopsis

This ordinance modifies the Zoning Code to allow for 'Coming Soon' signage, allows for exceptions to height limits for Institutional Uses, and updates Non-Conforming Uses.

Planning Commission: November 28, 2018

Public Hearing: December 12, 2018

1st Reading: December 12, 2018

2nd Reading: January 9, 2019

Adoption: January 9, 2019



ORDINANCE 2018-04

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN,
CHAPTER 157 THEREOF, ENTITLED PEACE AND GOOD ORDER

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND
HEREBY ORDAINS:

Section 1. Chapter 157, Peace and Good Order by adding the following:

Article V. Camping

§ 157-12. Purpose.

The streets and public property within the Town should be unobstructed, readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to make use of these areas for their proper function. Such activity can constitute a public health and safety hazard that adversely impacts private and commercial property and the general welfare of the Town. Camping on private property without the consent of the owner, or at any time without proper sanitary measures and for other than a minimal duration adversely affects property rights as well as the public health, safety, and welfare. The purpose of this chapter is to maintain streets, parks and other public and private property within the Town in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community.

§ 157-13. Definitions.

A. "Camp" or "setting up campsite" means to, at any time, establish or maintain outdoors or in, on or under any vehicle or structure not intended for human habitation, a temporary or permanent place for cooking or sleeping, by setting up any bedding, including, but not limited to, a sleeping bag, blanket, mattress, tent, hammock or other sleeping equipment or by setting up any cooking equipment with the intent to use that location for habitation.

B. "Camp facilities" means structures, equipment or vehicles used for camping, including, but not limited to, tents, huts, temporary shelters, trailers or vehicles, if the vehicle is being used for habitation.

C. "Camp paraphernalia" means implements and equipment used while camping including, but not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, operational cooking facilities, and similar equipment.

D. "Campsite" includes any location used for the purposes of camping.

E. "Habitation" means the intentional use of a space as temporary or permanent living quarters.

F. "Store" means to put aside or accumulate for use when needed, to put for safekeeping or to place or leave in a location.

§ 157-14. Unlawful camping.

A. No person shall camp anywhere in the Town of Georgetown, whether on public or private property, except as hereinafter expressly permitted in this chapter.

B. It shall be an affirmative defense under this Chapter for any person, without the purpose of habitation, to temporarily occupy and use a vehicle for emergency reasons such as escape from or avoidance of an abusive person(s), avoidance of driving a vehicle while under the influence of alcohol or drugs, even though the person may sleep during the period of that use. For purposes of this section, "temporarily occupy" means a duration of twelve hours or less.

C. Camping, whether or not otherwise permitted under this chapter, shall not be permitted be conducted in such a manner as to create noise, inadequate sanitation, or in any manner that poses a danger to the health, safety and general welfare of public or private property; nor where the activity would be prohibited under any other provision of this code.

§ 157-15. Permitted camping.

Camping is permitted in the Town of Georgetown only under the following circumstances:

A. On public property specifically set aside and clearly marked for public camping purposes.

B. In conjunction with events authorized and expressly provided for in a special event permit issued by the Town of Georgetown. To ensure fair and consistent application of this section, the Town Manager or designee may promulgate guidelines defining the criteria for permit issuance contained in this section.

C. In motor homes or travel trailers designed and equipped for habitation while on designated areas on public or private property in conjunction with community or sporting events in which one or more of the occupants is a participant in or organizer of the event. Camping in connection with a community or sporting event shall not exceed three consecutive nights and only in areas approved by the Town Manager or

designee. The Town Manager may promulgate guidelines for designated parking areas for such events.

D. In the rear or side yard of a residence with the consent of the owner or occupant of the residence. Camping in the rear or side yard is only permitted if the campsite is separated from the street by a fence, hedge or other permanent obstruction. Camping shall be limited to no more than three (3) days.

E. Overnight camping in connection with Town or government sponsored programs.

§ 157-16. Storage of personal property in public places.

It shall be unlawful for any person to store or leave unattended camp facilities or camp paraphernalia on public property, unless such storage is expressly authorized and in conjunction with a permitted camping activity under this chapter.

§ 157-17. Public nuisance declared.

Any campsite established in the Town in violation of this Article is declared to be a public nuisance, and the Town Manager, or designee, is authorized to abate the nuisance and remove camp facilities and camp paraphernalia as authorized by law.

§ 157-18. Applications of covenants, conventions and restrictions (CCRs).

Nothing in this chapter is intended to preempt CCRs on private property that are more restrictive than the provisions of this chapter.

§ 157-19. Penalty.

Any person who violates any provision in this Article shall pay such fines as set out in Chapter 1, Article III, General Penalty.

Section 2. 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., 2018.

William E. West, Mayor

Robert L. Holston, Jr., Secretary

Synopsis

This regulates camping within the Town of Georgetown.

1st Reading: November 14, 2018

2nd Reading: December 12, 2018

Adoption: December 12, 2018

DRAFT



ORDINANCE 2018-05

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN,
CHAPTER 176 THEREOF, ENTITLED SEWERS AND
CHAPTER 222 THEREOF, ENTITLED WATER**

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND
HEREBY ORDAINS:

Section 1. Chapter 176, Article VII, § 176-48 Assessment of impact fees, A. as follows:

A. Impact fees shall be assessed as outlined below:

Type of Structure	Assessment
1A. Any single-family residential dwelling with one kitchen and one or more baths	1.0 EDU
2B. Any multifamily residential dwelling with one kitchen and one or more baths (per unit)	1.0 EDU
a) Unit with one (1) bedroom	0.75 EDU
b) Unit with two (2) bedrooms	0.80 EDU
c) Unit with three (3) bedrooms	1.0 EDU
3C. Any commercial, institutional or industrial structure	Based on water consumption or sewer metering - Min. 1 EDU Per Chapter 176, Attachment 1

B. The number of EDU's for structures under category **3C** shall be estimated by the Town Engineer in accordance with **published flow data**, ~~attached table~~. After one year of operation, ~~said~~ **each** structures with water usage in excess of 2,500 gpd shall be re-evaluated and the number of EDU's recalculated based on the following formula:

$$\text{Sewage flow per year in gallons @ } \frac{\text{---}}{\text{---}} \text{ (production days x 225 gal/day/EDU)}$$

C. Results will be rounded up to full number.

D. The impact fee adjustment shall be billed or refunded at the time of the next regularly scheduled billing.

Section 2. Chapter 222, Article VIII, § 222-23 Water impact fees, D. as follows:

D. Assessment of impact fee.

(1) Impact fees shall be assessed as outlined below:

Category	Type of Structure	Assessment
A.	Any single-family residential dwelling with 1 kitchen and 1 or more baths	1.0 EDU
B.	Any multifamily residential dwelling with 1 kitchen and 1 or more baths (per unit)	1.0 EDU
	<u>1) Unit with one (1) bedroom</u>	<u>0.75 EDU</u>
	<u>2) Unit with two (2) bedrooms</u>	<u>0.80 EDU</u>
	<u>3) Unit with three (3) bedrooms</u>	<u>1.0 EDU</u>
C.	Any commercial, institutional or industrial structure	Per Chapter 176, Attachment 1

(2) The number of EDU's for structures under Category C shall be estimated by the Town Engineer in accordance with published flow data. After one year of operation, said structures shall be evaluated and the number of EDU's recalculated based on the following formula:

Water flow per year in gallons @ (production days x 225 gal/day/EDU)

(3) Results will be rounded up to full number.

(4) The impact fee adjustment shall be billed or refunded at the time of the next regularly scheduled billing.

Section 3. 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., 2018.

William E. West, Mayor

Robert L. Holston, Jr., Secretary

Synopsis

This establishes the Equivalent Dwelling Unit (EDU) factoring for multi-family (apartment) units.

1st Reading: November 14, 2018

2nd Reading: December 12, 2018

Adoption: December 12, 2018

DRAFT

**TOWN MANAGER REPORT
December 12, 2018**

Verizon Cell Tower Location

Wireless Access Technologies advised on December 4 they had reviewed the alternative Town owned sites and determined none are suitable to address the service deficiency as presented at the November Town Council Meeting. They have requested a reply as to whether the Town wishes to continue at the police station site or should they seek other properties in close proximity.

Pleasure of the Mayor and Council

January 9 Town Council Meeting

The January Sussex County Association of Towns (SCAT) Monthly dinner meeting for January 2019 has been rescheduled from January 2nd to January 9th. This is the same evening as our first Town Council Meeting of 2019. It might be appropriate to cancel this meeting and only have the January 23rd meeting.

Pleasure of the Mayor and Council

Street Light Request – Nancy Street

Delmarva Power was contacted with a request to convert the three (3) high pressure sodium (HPS) lights along Nancy Street with LED lights and a request to add street lighting to Walter Street. I recommend the light conversion from HPS to LED and the Town obtain a cost estimate for Walter Street.

Pleasure of the Mayor and Council

Project Updates

- 39 The Circle – Drywall delivery is anticipated December 18, electrical and alarm wiring is in process. A summary of change orders #2 and #3 is attached.
- South Race Street – ADA cuts are completed and pavement rehabilitation is anticipated in the next two weeks (weather dependent).

Miscellaneous

- **Town Offices Closed:**
 - Monday, December 24, in observation of Christmas Eve
 - Tuesday, December 25, in observation of Christmas Day
 - Tuesday, January 1, in observance of New Year's Day
- **Sussex County Association of Towns:** Wednesday, January 9, hosted by Fenwick Island and South Bethany
- **Sussex County Association of Towns Steering Committee:** Friday, January 11, at Arena's at the Airport

Reviewed by Town Solicitor

**TOWN MANAGER REPORT
December 12, 2018**

Change Order Summary

Change Order #2

Additional Roof & Crawlspace repair work (T & M)	\$ 20,800.00
Structural Steel revisions (material only)	\$ 7,904.00
Additional steel installation (labor only)	\$ 17,162.00
Rear windows head and jamb repairs (T&M)	\$ 5,007.00
Additional repointing at front elevation	\$ 21,230.00
Additional contract time (59 calendar days)	\$ -
	<u>\$ 72,103.00</u>

Change Order #3

Crawlspace vapor barrier and insulation	\$ 1,914.00
16 Remove paneling and replace with drywall	\$ 7,436.00
Sewer & Water Extras	\$ 1,804.00
Painting & Caulking Extras	\$ 5,346.00
Repair cladding at rear windows (T&M, est.)	\$ 4,455.00
Change Council countertop to solid surface	\$ 2,034.00
Roof T&M work	\$ 10,624.00
Brick replacement at left rear corner	\$ 1,430.00
Brick replacement at front and left rear corner (30 brick est.)	\$ 2,145.00
Rear window head and jamb repair (T&M)	\$ 1,833.00
Rear window head and jamb repair (T&M)	\$ 1,955.00
Lower right rear window head and jamb repair	\$ 1,403.00
New electrical overhead service	\$ 1,639.00
Recaulk arched windows	\$ 495.00
Replace baseboard in meeting hall	\$ 654.00
Additional electrical boxes	\$ 1,035.00
Additional contract time (90 calendar days)	\$ -
	<u>\$ 46,202.00</u>

Total CO #2 & #3	\$ 118,305.00
Contingency	\$ 62,323.00
	<u>Shortage \$ 55,982.00</u>

Reallocation - Interim Financing	\$ (45,000.00)
Town of Georgetown - Out of Pocket	\$ (10,624.00)
Town of Georgetown - Out of Pocket	\$ (2,034.00)
Balancing	\$ 1,676.00
	<u>\$ (55,982.00)</u>

Reviewed by Town Solicitor

your efforts do
go unnoticed. Thank
for making my
town so pleasant.

God's Blessing to All!!
Carly Green

11/15/18
Administration and All The
Staff of Georgetown.

I just want to express
my appreciation for all
you do to make Georgetown
a wonderful place to live.

It always amazes me to
see how quickly all is
cleaned up after Return Day.
You are hard working people



OAK ORCHARD-RIVERDALE POST #28 of the AMERICAN LEGION
 31768 Legion Road
 MILLSBORO, DE 19966
 302-945-1673
 Federal ID # 51-0271790



November 29, 2018

Eugene S. Dvornick, Jr.,
 ICMA-CM, Town Manager
 Town of Georgetown
 37 The Circle
 Georgetown, DE 19966



Dear Mr. Dvornick, Jr.

We appreciate the time and persistence in getting the grant for Oak Orchard-Riverdale Post 28, The American Legion, Department of Delaware. Please know how much The American Legion Post 28 appreciates with gratitude the repaving of our parking lot.



Thank you again for the generosity of your effort. It is help such as yours that allows the American Legion to continue to honor and assist our veterans.

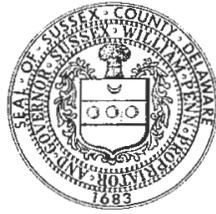
For God and Country,



Michael Marcocci
 Commander



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



Sussex County
DELAWARE
sussexcountyde.gov

December 5, 2018

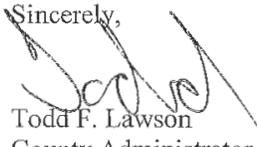
Captain Ralph Holm
Georgetown Police Department
335 North Race Street
Georgetown, DE 19947

Dear Captain Holm:

I would like to take this opportunity to personally thank the Georgetown Police Department and the Town of Georgetown at large for helping to make the 35th annual Caroling on The Circle held on Monday, December 3, 2018, a great success. Over 24,000 items of nonperishable food have been collected thus far for local pantries and nonprofit organizations that serve the less fortunate in our community.

Thanks again for helping to make this year's event a success!

Sincerely,


Todd F. Lawson
County Administrator

Thank You!

TFL/sww

pc: Mr. Eugene S. Dvornick, Jr.



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