



# Georgetown

## Town Council Meeting Agenda

Meeting Date: Wednesday, December 11, 2019

Location: Town Hall, 39 The Circle, Georgetown, DE 19947

Time: 6:00 PM Executive Session

6:45 PM Public Hearings

Regular Meeting Immediately Following Public Hearings

### 6:00 PM EXECUTIVE SESSION

*(Executive Session added 12/5/19 as deemed necessary for inclusion, due to receipt of information necessary for discussion)*

*Mayor and Council will convene a special meeting in Executive Session, pursuant to 29 Del. C. §10004(e), for the purpose(s) of:*

*A. Strategy sessions, including advice or opinion from an attorney at law, regarding (1) collective bargaining, and (2) pending or potential litigation and records relating thereto. 29 Del. C. §10004(b)(4); (b)(6)*

### 6:45 PM PUBLIC HEARINGS

A. Community Development Block Grant (CDBG) 2020 Funding Request  
*This presentation will provide an overview of the CDBG program and offer an opportunity for the Town Council to discuss potential projects*

3 - B. Abandonment of Paper Streets within Dunbarton Oaks Apartment Complex  
10 [Abandonment of Streets - Dunbarton Oaks \(Presentation Set\)](#)  
[Notice of Public Hearing](#)

### 1. PLEDGE OF ALLEGIANCE

### 2. INVOCATION

### 3. ADOPTION OF AGENDA

### 4. APPROVAL OF NOVEMBER 13, 2019 TOWN COUNCIL MINUTES

A.

### 5. GEORGETOWN WATER INTERCONNECTION AGREEMENT

11 - A. Draft Agreement  
16 [DRAFT - GEORGETOWN WATER INTERCONNECTION AGREEMENT](#)

### 6. PROPOSAL FOR WEBSITE REDESIGN

### 7. UTILITY SERVICE REQUEST

17 - A. Request for Utility Service (Water & Sewer) - M.L. Joseph Heirs Farm Account  
19 LLC (1-35 15.00 55.01)  
[ML Joseph Heirs Farm Account LLC - Utility Service Request](#)

## CONCEPT OF PROPOSED USE- DRAFT

### **8. RESOLUTIONS**

- 20 - A. Resolution #2019-04 2019 USDA Loan Terms  
24 [Resolution 2019-04 2019 USDA Loan Terms](#)
- 25 - B. Resolution #2019-05 USDA RD Loan Resolution 1942-47  
27 [Georgetown - RD 1942-47 Loan Resolution](#)
- 28 C. Resolution #2019-06 2020 Town Council Meeting Schedule  
[Resolution 2019-06 2020 Town Council Meeting Schedule](#)
- 29 D. Resolution #2019-07 2020 Holiday Schedule  
[Resolution 2019-07 2020 Holiday Schedule](#)
- 30 E. Resolution #2019-08 Federal Fair Housing Law  
[Resolution 2019-08 Federal Fair Housing Law](#)
- 31 F. Resolution #2019-09 CDBG Application  
[Resolution 2019-09 CDBG Application](#)

### **9. DEPARTMENTAL REPORTS**

- 32 A. Gene Dvornick - Town Manager  
[Town Manager Report - 2019-12-11](#)
- 33 - B. RL Hughes II - Chief of Police  
45 [Council Presentation December 2019](#)

### **10. PUBLIC COMMENT**

### **11. ADJOURNMENT**

The agenda items as listed may not be considered in sequence. This agenda is subject to change, at or before the meeting, to include the addition or deletion of items, including executive sessions. Persons 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 American with Disabilities Act (ADA).

# REQUEST FOR ABANDONMENT OF PAPER STREETS

DECEMBER 11, 2019



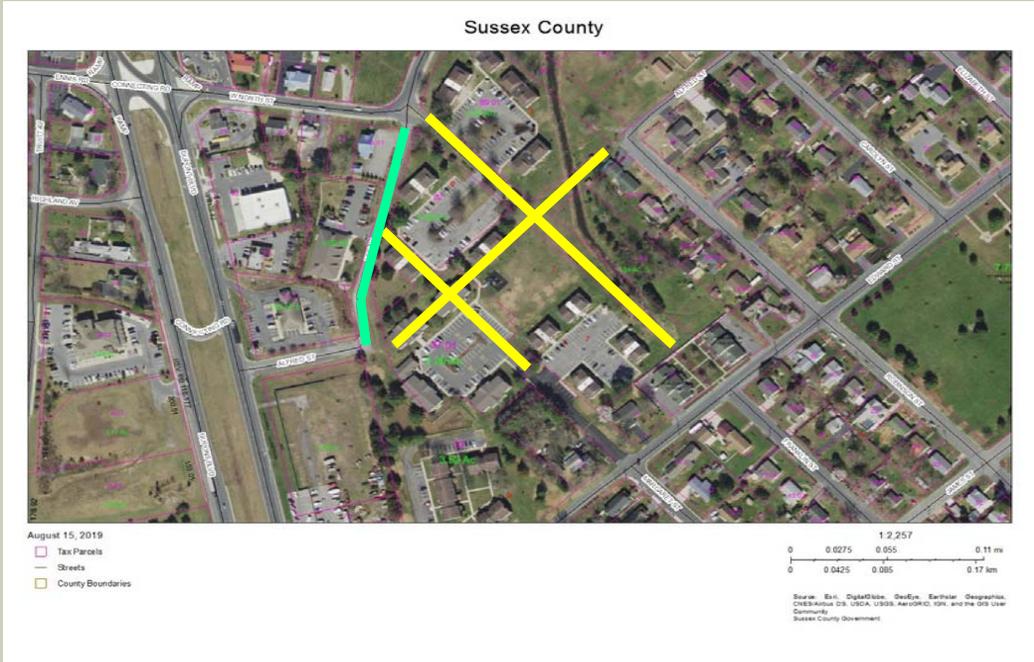
TOWN OF  
GEORGETOWN

Public  
Hearing

## REQUEST FROM DUNBARTON OAKS

- Town of Georgetown consider the abandonment of “paper streets” within the Dunbarton Oaks Apartment Complex
- Includes:
  - Portion of Alfred Street
  - Portion of Franklin Street
- *Concurrent with their request, the Town requires Dedication of Lee Avenue*

# IMPACTED STREETS



To Be Abandoned

To Be Dedicated

## PROPERTY OWNERS

<u>Parcel</u>	<u>Address</u>	<u>Owner</u>
135-14.19-82.00	Dunbarton Oaks Complex	DUNBARTON OAKS II LIMITED PARTNSP
135-14.19-83.00	Dunbarton Oaks Complex	DUNBARTON VILLAGE ASSOCIATES
135-14.19-84.03	415 Robinson Street	VANSCIVER LAURIE D
135-14.19-89.01	Dunbarton Oaks Complex	DUNBARTON OAK ASSOCIATES LP
135-19.07-37.00	Dunbarton Oaks Complex	DUNBARTON OAKS IV LP
135-19.07-37.01	Dunbarton Oaks Complex	DUNBARTON ESTATES LLLP

## EASEMENTS REQUIRED

- **Easement for 6" Town Water Main**
  - Extends along Franklin Street from Edward Street to West North Street
- **Easement for 6" Town Sewer Force Main**
  - Extends along Franklin Street from Edward Street to West North Street
- **Easement for 10" Town Sewer Main**
  - Extends along Franklin Street from Edward Street to West North Street
- **Easement for 8" Town Sewer Main**
  - Extends along Alfred Street from Robinson Street to Franklin Street

## ACTIONS TO DATE

- Meeting with Requestors Engineer (08/21/19)
  - Abandonment, Dedication, and Easements
  - Survey, Metes & Bounds
  - Deed Preparation
- Request for consideration by Town Council (08/28/19)
- Public Notice regarding Intent to Abandon (11/14/19)
- Written Notice to Property Owners (11/14/19)
- Public Hearing (12/11/19)
  - Record Open for 14 Days
- Formal Action (January 2020)

# REQUEST FOR ABANDONMENT OF PAPER STREETS

DECEMBER 11, 2019



TOWN OF  
GEORGETOWN

# GATEHOUSE MEDIA DELAWARE HOLDINGS, INC

Publication:

**Sussex Living**

Mailing Address:

P.O. Box 664  
Dover, DE 19903

**Town Of Georgetown  
39 The Circle  
Georgetown, DE 19947**

This is to certify that the following legal advertisement:

## Public Notice: Notice of Public Hearing, December 11, 2019

was carried in **The Sussex Living**, a weekly newspaper, on the following dates:

**November 21<sup>st</sup>, 2019**

A copy of that advertisement is attached.



*Rehby Sample*  
\_\_\_\_\_  
For The Sussex Living

Sworn to and subscribed before me this 21<sup>st</sup> day  
of November, 2019

*Linda Faye Spry Miller*  
\_\_\_\_\_  
Notary Public

Total Due: \$40.28

Thank You.



**WATER INTERCONNECTION AGREEMENT**

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

This Agreement is made and entered into this \_\_\_\_ Day of \_\_\_\_, 2019 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “the TOWN”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “the COUNTY”), in connection with the Coastal Business Park’s & Coastal Airport’s potable water district service areas.

**WITNESSETH:**

**WHEREAS**, the TOWN and the COUNTY are the owners of a potable water supply and distribution system, and;

**WHEREAS**, the TOWN and the COUNTY desire to interconnect their respective systems and to purchase potable water from each other from time to time supplying users within their respective service districts, and related services as set forth herein, and;

**WHEREAS**, the interconnection shall be comprised of mains, meter(s), hydrant(s), valves as all other infrastructure to complete the connection between the respective water systems, in accordance with the established TOWN water system standards (hereinafter referred to as “the Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS: The COUNTY shall be responsible for design, installation and commissioning of the Project. The COUNTY shall track expenses directly related to the Project for later partial reimbursement but shall provide all services not directly related to the Project at no expense to the TOWN.
2. TOWN OBLIGATIONS: The TOWN shall, after commissioning of the Project, upon invoicing by the COUNTY for the direct expenses, contribute a one-time 50% cost share towards the implementation of the Project due within thirty (30) days of receipt.
3. CONNECTION POINT: The parties hereto agree to use the metering station, established by mutual consent in a location to be determined, as the point of transfer shifting operation and maintenance responsibilities from the TOWN to the COUNTY and vice versa.
4. WATER PURCHASE: The TOWN and the COUNTY agree to furnish and sell to each other under and pursuant to the terms of this Agreement a supply of water through the connection point
5. RATES: The Parties hereto agree to pay each other for water furnished pursuant to the terms hereof according to the in-Town rate as set forth in the annual budget of the TOWN.
6. BILLING: It is mutually agreed by the parties hereto that the TOWN shall submit a bill or credit to the COUNTY for water used on a monthly basis and the parties hereto agree to pay twenty-five (25) days from the billing date.
7. TERM: It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period of twenty (20) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the initial term or any subsequent renewal term the COUNTY is not in default upon any of the terms or conditions of this Agreement, then the Agreement shall automatically renew for an additional ten (10) year term.
8. METER TESTING. The COUNTY agrees, at its expense and cost and without any expense or liability to the TOWN, to employ a competent testing firm as approved by the TOWN to service and calibrate all metering equipment every ten (10) years.

9. METER READING. The TOWN agrees to cause the meter(s) to be read and the COUNTY agrees that the TOWN shall have access at all times to said meter(s) for reading purposes. The TOWN agrees to furnish to County a copy of the results of any such reading conducted by the TOWN.
10. ENFORCEMENT. It is mutually agreed by the parties hereto that either party hereto may proceed against the other party hereto either in law or in equity, by suit, mandamus or other proceedings, to enforce or compel performance of any and all covenants contained herein against the other party hereto.
11. USE OF WATER: The parties hereto agree not to sell, lease nor give any interest in or right or privilege to utilize any water furnished pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located outside the boundaries of the TOWN or the Coastal Business Park.
12. QUALITY: The parties hereto agree that all water delivered shall be of the same quality, purity, and potability as is furnished to its water customers pursuant to the then current primary and secondary Federal drinking water standards under the Safe Drinking Water Act (SDWA).
13. QUANTITY: The parties hereto agree that the initial quantity of water purchased by either party shall not exceed 1,500,000 gallons per month and 250,000 gallons per day.
14. DISCONTINUATION OF SERVICE: The parties hereto agree that either party may discontinue the purchase of water from the other after providing ten (10) days' advance notice of discontinuation upon the happening of any one or more of the following events, it being understood that any such discontinuance of the purchase of water shall continue only until the violation for which notice is given is corrected:
  - (i) The water supplied does not conform to SDWA; or
  - (ii) The water supplied is corrosive with pH of less than 6.5 as determined by a competent testing firm; or

- (iii) Interruption of water supply resulting in an inadequate supply of water or the reduction of reserve fire storage in the respective storage tank to less than twenty-five percent (25%) of capacity.
  - (iv) A break in the respective distribution water systems until such condition is repaired or isolated.
15. INDEMNIFICATION. To the extent permitted by law, the parties shall indemnify, defend and hold the other harmless from and against any and all claims for bodily injury and property damage occurring as a result of its respective water supply and distribution systems or operations incidental thereto unless such claims arise from the negligence of the other party. Such indemnification shall not affect the statutory immunity afforded to either party, and to the extent any claim may be precluded by such immunity, this Paragraph shall not be applied to alter, qualify, or inhibit the parties' immunity.
16. NON-ASSIGNMENT. The COUNTY and The TOWN agree not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of the other party being obtained.
17. WAIVER OF BREACH. It is mutually agreed by the parties hereto that if either party hereto waives the breach of any covenant or condition contained in this Agreement, such waiver shall not be construed as a waiver of any subsequent breach of the same or a different covenant or condition set forth herein.
18. BINDING EFFECT. It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and permitted assigns.
19. TIME OF ESSENCE. Time is of the essence for purposes of performing this Agreement. Any reference to "day" shall mean a calendar day, unless specifically noted otherwise herein.
20. GOVERNING LAW. The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

21. **MERGER.** It is agreed that this Agreement and its exhibits comprises the full understanding and agreement between the parties regarding this subject, and any representation, warranty, right or obligation, whether oral or in writing, shall not be effective unless such is expressly incorporated in this Agreement. This Agreement may not be modified, amended, or replaced without the signed, written consent of both parties.

DRAFT



## Eugene Dvornick

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**From:** Mark H. Davidson <MDavidson@Pennoni.com>  
**Sent:** Wednesday, December 4, 2019 8:52 AM  
**To:** Eugene Dvornick; Jamie Craddock  
**Cc:** 'Kenneth P. Adams'; rjstickels@verizon.net  
**Subject:** TM 135-15.00-55.01 | 73.91+/- Acres | Lewes Georgetown Highway and Sandhill Road | ML Joseph Heirs Farm Account LLC (formerly Georgetown Horse Track)  
**Attachments:** CONCEPT OF PROPOSED USE- DRAFT.pdf

Gene – thank you for meeting with us yesterday to discuss the above referenced property. On behalf of Kenneth P Adams of ML Joseph Heirs Farm Account, LLC, Pennoni is requesting water and sanitary sewer to be extended to the above referenced property while being outside of the town limits of the Town of Georgetown. The owners will be proposing a RV Park for mobile campers, cabins and the like for the property. The property is currently zoned AR-1 in the unincorporated area of Sussex County and the owners will file for a Conditional Use that will follow Sussex County code for the proposed use.

All units to be used for the purpose of human habitation shall be cabins, travel trailers, recreational vehicles and equipment manufactured specifically for camping purposes. Small retail businesses intended primarily for occupants of the park area will be planned within the park area. For the purpose of a residence and/or office for the park manager, there will be one structure within the campground area. Bathrooms, bathing facilities, indoor and outdoor recreation and maintenance buildings will be located with the park. With the exceptions of structures mentioned above, there shall be no manufactured home located on any campsite within the RV Park. The RV Park will have restricted days of operations as will be conditioned by Sussex County Council and therefore will not be a year round RV Park.

It has been brought to our attention that this property is designated as a Commercial Area on the Future Land Use Map within the Georgetown Comprehensive Plan and therefore an RV Park does not fit within a commercial zoning category within the Town's code. Sussex County has created special requirements that will be conditions to approval and development of a RV Park and has approved these uses in the past. The Town of Georgetown will recognize revenue from the development in the form of water and sanitary impact fees and use fees along with developer funded extensions of said services.

Attached to this request is a concept of the proposed use that is illustrative of what will be proposed for the property. This layout will be revised prior to submission of an application to Sussex County.

The request is for water and sanitary sewer services from the Town of Georgetown as no other Town services will be burden by the property. We respectfully request on behalf of the property owners, ML Joseph Heirs Farm Account, LLC that the Town look favorably on the request.

If you have any questions or require additional information please do not hesitate to contact me anytime.

Thank you

Mark

**Mark H. Davidson**  
Vice President, Office Director

**Pennoni**  
18072 Davidson Drive | Milton, DE 19968

Direct: +1 (302) 684-6207 | Mobile: +1 (302) 236-6400  
www.pennoni.com | MDavidson@Pennoni.com



PARTNERS FOR WHAT'S POSSIBLE



[PFX - Bringing projects and designs to life](#)



**SITE DATA:**

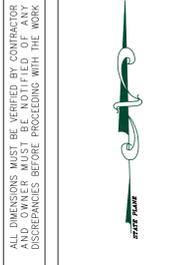
1. TAX MAP: 135-15.00 PARCEL 55.01
2. AREA: 3,219,323± SF | 73.91± ACRES
3. EXISTING ZONING: AR-1
4. PROPOSED ZONING: AR-1/CONDITIONAL USE
5. EXISTING USE: PAST HORSE TRACK
6. PROPOSED USE: RV PARK

**H.**

PARK OR CAMPGROUND FOR MOBILE CAMPERS, TENTS, CAMP TRAILERS, TOURING VANS AND THE LIKE, PROVIDED THAT:

- (1) ACCESS SHALL BE FROM A PUBLIC HIGHWAY HAVING A WIDTH OF AT LEAST 50 FEET, THAT THE NUMBER AND LOCATION OF ACCESS DRIVES SHALL BE CONTROLLED FOR TRAFFIC SAFETY AND PROTECTION OF SURROUNDING PROPERTIES, THAT NO CAMPING OR TRAILER SPACE SHALL BE DESIGNED FOR DIRECT ACCESS TO A STREET OUTSIDE THE BOUNDARIES OF THE PARK AND THAT THE PRINCIPAL INTERIOR ACCESS DRIVES SHALL BE AT LEAST 30 FEET IN WIDTH AND MAINTAINED AT LEAST 20 FEET IN WIDTH.
- (2) THE TOPOGRAPHY OF THE SITE SHALL BE SUCH AS TO FACILITATE RAPID DRAINAGE AND THAT ADEQUATE DRAINING FACILITIES SHALL BE PROVIDED.
- (3) EVERY SUCH AREA SHALL BE AT LEAST 400 FEET FROM ANY EXISTING DWELLING ON PROPERTY OF OTHER OWNERSHIP AND SHALL BE AT LEAST 100 FEET FROM ANY PUBLIC ROAD.
- (4) EACH CAMPSITE SHALL HAVE AN AREA OF AT LEAST 2,000 SQUARE FEET AND A WIDTH OF NOT LESS THAN 40 FEET. THE PARK WILL BE SURROUNDED BY A LANDSCAPED SPACE 50 FEET WIDE ALONG ALL BOUNDARIES. THE BUFFER STRIP SHALL REMAIN FREE OF ANY BUILDINGS OR STREETS. NO SITE SHALL BE OFFERED FOR SALE OR BE SOLD.
- (5) PROPER PROVISIONS SHALL BE MADE FOR PUBLIC WATER SUPPLY, TOILETS AND BATHING FACILITIES AND ELECTRIC CONNECTIONS.
- (6) SMALL RETAIL BUSINESSES INTENDED PRIMARILY FOR OCCUPANTS OF THE PARK AREA SHALL BE PERMITTED WITHIN THE PARK AREA. GROCERY STORES, AUTOMATIC LAUNDRIES, BEAUTY SHOPS AND SIMILAR USES ARE APPROPRIATE.
- (7) PROPER PROVISION SHALL BE MADE FOR REFUSE STORAGE AND COLLECTION, SUBJECT AT ALL TIMES TO COUNTY REGULATIONS.
- (8) EACH CAMPGROUND OWNER MAY PROVIDE ONE ACCESSORY BUILDING ON EACH CAMPSITE TO BE USED FOR STORAGE PURPOSES ONLY AND WHICH SHALL NOT BE USED FOR ANY PURPOSE OF HUMAN HABITATION. EACH STRUCTURE SHALL BE NO MORE THAN 64 FEET IN AREA AND SHALL BE NO HIGHER THAN 10 FEET. FOR EACH CAMPGROUND WHERE THESE STRUCTURES ARE APPROVED, THEY SHALL BE OF UNIFORM DESIGN AND SIZE AND SHALL BE UNIFORMLY PLACED ON EACH CAMPSITE. THE PLACEMENT OF THE AFORESAID STRUCTURES AND THEIR DESIGN CHARACTERISTICS MUST BE APPROVED BY THE COMMISSION PRIOR TO ERECTION IN ANY CAMPGROUND. THIS SUBSECTION SHALL BE APPLICABLE TO ALL CONFORMING AND NONCONFORMING CAMPGROUNDS. [AMENDED 5-26-1992 BY ORD. NO. 831]
- (9) WITH THE EXCEPTIONS OF STRUCTURES MENTIONED IN SUBSECTION (H)(8) ABOVE, THERE SHALL BE NO OTHER STRUCTURE OR MANUFACTURED HOME LOCATED ON ANY CAMPSITE WITHIN A CAMPGROUND. ALL UNITS TO BE USED FOR THE PURPOSE OF HUMAN HABITATION SHALL BE TENTS, TRAVEL TRAILERS, RECREATIONAL VEHICLES AND EQUIPMENT MANUFACTURED SPECIFICALLY FOR CAMPING PURPOSES. FOR THE PURPOSE OF A RESIDENCE AND/OR OFFICE FOR THE PARK MANAGER, THERE MAY BE ONE STRUCTURE OR MANUFACTURED HOME WITHIN THE CAMPGROUND AREA. [AMENDED 10-12-2010 BY ORD. NO. 2152; 10-12-2010 BY ORD. NO. 2152]

**FOR ILLUSTRATIVE PURPOSES ONLY**



DATE	NO.	REVISIONS	BY

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

Pennoni Associates Inc. Engineers • Surveyors • Planners • Landscape Architects  
 18072 Davidson Drive 18072 Davidson Drive  
 Milton, DE 19968 - 302.684.8020 Milton, DE 19968 - 302.684.8020

**CONCEPT OF PROPOSED USE**  
**RV PARK**  
LANDS NOW OR FORMERLY OF  
**WILLIAM T. SAMMONS, SR. MARY JANE SAMMONS, and**  
**WILLIAM T. SAMMONS, JR. & BONNIE MARIE SAMMONS**  
 and GRIS OUTREACH, LLC

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT WORTHED OR REPRESENTED TO BE SHARABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR APPROVAL BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S RISK AND WITHOUT LIABILITY OR LIABILITY TO PENNONI ASSOCIATES. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

JOB NO.	ZZZ091100
SHEET	1 OF 1

SCALE	DRAWING NO.
AS SHOWN	
DRAWN BY	MJD
DATE	09/11/2019
APPROVED	MJD

RESOLUTION 2019-04

APPROVING ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS, SERIES 2019-RHS, TO THE UNITED STATES DEPARTMENT OF AGRICULTURE - RURAL HOUSING SERVICE, AS REGISTERED OWNER, TO FINANCE CAPITAL IMPROVEMENTS TO 37 & 39 THE CIRCLE, AS APPROVED BY THE ELECTORS; DETERMINING THAT THE BOND OR BONDS WILL BE SOLD BY PRIVATE SALE AND AUTHORIZING EXECUTION OF LOAN DOCUMENTS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWN FOR THE BOND OR BONDS; AND AUTHORIZING OTHER NECESSARY ACTION

WHEREAS, The Town Council of The Town of Georgetown (the “**Town**”) pursuant to Section 5.9, 65 Del. Laws Ch. 276 as amended (the “**Charter**”) proposed to the electors of the Town by Resolution dated August 26, 2015 (the “**First Resolution**”) to borrow an amount not to exceed Two Million Dollars (\$2,000,000) which may be used in order to fund, among other things, capital improvements to 37 & 39 The Circle, including, but not limited to, (i) asbestos abatement, (ii) architectural work, (iii) structural renovations/improvements, (iv) HVAC, plumbing and electrical work and (v) site work (collectively, the “**Capital Improvements**”) and fixed a time, date and place for a public hearing and properly placed a notice of the public hearing, all as required by the Charter; and

WHEREAS, the public hearing was held in accordance with the Charter on September 9, 2015 and the Town Council thereafter passed a second resolution on September 9, 2015 (the “**Second Resolution**”) ordering a special election, to be held not less than thirty (30) days and not more than sixty (60) days after the hearing to borrow the said money, for the purpose of voting for or against the proposed loan; and

WHEREAS, the Town Council authorized and ordered a special election by the Second Resolution and such special election was held on October 12, 2015, (the “**Special Election**”), and notice was properly given for the Special Election, whereby a majority of the electors approved the borrowing by voting in the Special Election which was conducted and certified in accordance with the provisions of the Charter; and

WHEREAS, the United States Department of Agriculture – Rural Housing Service (the “**Department**”) has authorized a loan (the “**Loan**”) to the Town in the amount not to exceed One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000), for a term not to exceed thirty (30) years at an interest rate to be determined per the Department’s current interest rate policy, currently expected to be 2.75%, but which in no case shall not to exceed 6%; and

WHEREAS, as a condition for providing funds for the Capital Improvements, the Department required the Town to secure interim financing for the Capital Improvements, which the Town did through the issuance of its \$1,925,000 General Obligation Note, Series 2016 (Line of Credit) dated December 21, 2016 (the “**2016 Note**”); and

WHEREAS, Section 5.9(b) of the Charter authorizes the Town to borrow sums, not

exceeding in the aggregate the total sum of 75% of the assessed value of real property situate within the limits of the Town as shown by the last assessment preceding the creation of the said indebtedness; and

WHEREAS, pursuant to and in accordance with the Charter, First Resolution, Second Resolution and this Resolution, the Town now proposes to issue its General Obligation Bond, Series 2019-RHS (the “**Bond**”) in an aggregate principal amount not to exceed \$1,925,000 to: (a) currently refund the 2016 Note, and (b) pay the costs of issuance of the Bond (collectively, the “**Project**”), as approved by the electors in the Special Election; and

WHEREAS, the Town Council desires to formalize, ratify, and confirm such action by adoption of a formal written resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND DETERMINED by the Town Council of The Town of Georgetown, as follows:

Section 1. Authorization of the Incurrence of Indebtedness as Approved by the Electors. The Town Council shall borrow an amount not to exceed in the aggregate One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000) as approved by referendum of the electors in the Special Election held on October 12, 2015 by the issuance of the Bond, which together with other indebtedness of the Town does not exceed in the aggregate the total sum of 75% of the assessed value of real property situate within the limits of the Town as shown by the last assessment preceding the creation of the said indebtedness.

Section 2. Authorization of Issuance of the Bond. The Town shall issue, pursuant to the Charter and First and Second Resolutions and this Resolution, up to \$1,925,000 aggregate principal amount of its General Obligation Bond, Series 2019-RHS, or such other designation as the Town shall determine, to provide funds for the Project.

Section 3. Form and Terms of the Bond. The Bond shall be in a form deemed necessary and appropriate by the Mayor and/or Officials of the Town and as allowed or required by this Resolution. Such form for the Bond shall contain the interest rate, dates for payment of principal, interest and fee, final maturity, and other terms of the Bond as required by Section 5.9(a)(8) of the Charter. The Bond will be issued for a term not to exceed thirty (30) years, at an interest rate currently expected to be 2.75%, but in no case to exceed 6.00% per annum, per the current interest rate policy of the Department. The Bond shall be signed by the manual or facsimile of the Mayor and attested by the Secretary of Town Council. The official corporate seal of the Town or a facsimile thereof shall be imprinted or impressed upon the Bond.

Section 4. Sale of the Bond. The Bond shall be sold at a private sale by negotiation to the United States Department of Agriculture – Rural Housing Service pursuant to the terms of the Bond and pursuant to loan documents to be entered into by the Town and the Department (the “**Loan Documents**”).

Section 5. Covenant to Pay Debt Service - Pledge of Full Faith, Credit and Taxing Power. The Town hereby covenants with the Department pursuant to this Resolution as follows: that the Town will include in its budget for each fiscal year during the life of the Bond, the

amount of the debt service on the Bond issued hereunder which will be payable in each such fiscal year so long as the Bond shall remain outstanding; that the Town shall appropriate such amounts from its general revenues to the payment of such debt service; that the Town shall duly and punctually pay or cause to be paid the principal of the Bond and the interest thereon at the dates and places and in the manner stated in the Bond according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the Town hereby pledges its full faith, credit and taxing power. The covenant contained in this Section 5 shall be specifically enforceable.

Section 6. Authorization of Loan Documents. The Mayor and the Secretary of Town Council are hereby authorized to execute and deliver any Loan Documents by and between the Town and the Department setting forth the terms of the Loan and the Town's obligation to repay the Loan, which will be evidenced by the delivery of the Bond.

Section 7. Further Action. The proper officers of the Town are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Resolution and the Charter in the name and on behalf of the Town.

Section 8. Charter Applicable to Bond. This Resolution is adopted pursuant to, and the Bond issued hereunder shall be subject to, the provisions of the Charter and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

Section 9. Contract with Bondholder. This Resolution constitutes a contract with the Department as registered owner of the Bond and shall be enforceable in accordance with the provisions of the laws of the State of Delaware.

Section 10. Severability. In case any one or more of the provisions contained in this Resolution or in the Bond issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution or of said Bond and this Resolution or said Bond shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 11. Repealer. All Resolutions and parts of Resolutions heretofore adopted to the extent that the same are inconsistent herewith are hereby repealed.

Section 12. Effective Date. This Resolution shall take effect on the date this Resolution is adopted by the Town Council.

PASSED AND ADOPTED BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN on this 11th day of December, 2019.

(TOWN SEAL)

Approved:

\_\_\_\_\_  
Bill West  
Mayor

Attest:

\_\_\_\_\_  
Secretary of Town Council

CERTIFICATE OF SECRETARY  
(Certification as of Closing)

The undersigned, Secretary of the Town Council of The Town of Georgetown, HEREBY CERTIFIES that:

The foregoing Resolution authorizing the issuance of General Obligation Bond, Series 2019-RHS of the Town was duly moved and seconded and adopted by a majority vote of the Town Council of said Town at a duly called and convened public meeting of said Board held on December 11, 2019; and that the roll of the Town Council was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Bill West, Mayor	
Stephen M. Hartstein	
Rebecca Johnson-Dennis	
Chris Lecates	
Bob Holston	

and that such Resolution and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Town this 11th day of December, 2019.

\_\_\_\_\_  
Secretary of Town Council

(TOWN SEAL)

Position 5  
**LOAN RESOLUTION**  
**(Public Bodies)**

A RESOLUTION OF THE Town Council  
OF THE Town of Georgetown, Delaware  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING  
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
Georgetown Town Hall  
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Georgetown, Delaware  
*(Public Body)*  
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
\$1,925,000.00

pursuant to the provisions of Section 5.9, 65 Del. Laws Ch. 276; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (e)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as Secretary of Town Council of the Town of Georgetown, Delaware  
hereby certify that the Town Council of such Association is composed of  
five (5) members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and  
held on the 11th day of December, 2019; and that the foregoing resolution was adopted at such meeting  
by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Government, said resolution  
remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Title Secretary of Town Council



**RESOLUTION #2019-06**

**A RESOLUTION ADOPTING THE 2020 TOWN COUNCIL MEETING SCHEDULE**

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

January 8	July 8
January 22	July 22
February 12	August 12
February 26	August 26
March 11	September 9
March 25	September 23
April 8	October 14
April 17 @ 5:01pm	October 28
April 22	
May 13	November 10 (Tuesday)
May 27	-----
June 10	December 9
June 24	-----

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Georgetown hereby adopts the following 2020 Town Council Meeting Schedule.

**ADOPTED** by the Town Council of the Town of Georgetown, Delaware on the 11<sup>th</sup> day of December, A.D., 2019.

\_\_\_\_\_  
William E. West, Mayor

\_\_\_\_\_  
Robert L. Holston, Jr., Secretary



**RESOLUTION #2019-07**

**A RESOLUTION ADOPTING THE 2020 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 observe them; and

New Year's Day	Wednesday	January 1, 2020
Martin Luther King Jr. Day	Monday	January 20, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Day	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
Election Day	Tuesday	November 3, 2020
Return Day	Thursday	November 5, 2020
Veterans Day	Wednesday	November 11, 2020
Thanksgiving Day	Thursday	November 26, 2020
Day after Thanksgiving	Friday	November 27, 2020
Christmas Eve	Thursday	December 24, 2020
Christmas Day	Friday	December 25, 2020
New Year's Day	Friday	January 1, 2021

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 2020 Holiday Schedule

**ADOPTED** by the Town Council of the Town of Georgetown, Delaware on the 11<sup>th</sup> day of December, A.D., 2019

\_\_\_\_\_  
William E. West, Mayor

\_\_\_\_\_  
Robert L. Holston, Jr., Secretary



**Town of Georgetown  
Resolution #2019-08  
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 11<sup>th</sup> day of December, 2019.

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William E. West, Mayor  
Town of Georgetown

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Robert L Holston Jr., Secretary  
Town of Georgetown



**TOWN OF GEORGETOWN  
RESOLUTION #2019-09**

**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. 2019-09, 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

## **TOWN MANAGER REPORT December 11, 2019**

### **Vacant Property Registration Update**

On May 22, 2019 the Town enacted our Vacant Building Registration Ordinance. We initially identified and noticed 42 property owners. At the current time:

Properties Reoccupied: 8  
Permits issued for Rehabilitation: 4  
No Responses: 10 (billing appears as amount due the Town)  
Pending Demolitions: 3 (includes the Former Valero Station)  
Demolitions: 2  
Waivers Issued: 9

### **DWSRF Water Loan Request**

The Town's request for \$1,255,000 from the Drinking Water State Revolving Fund is scheduled for hearing and decision by the Water Infrastructure Advisory Council on Wednesday, December 18 – our project was moved up in ranking as a result of other projects withdrawing or receiving alternate funding.

### **Sussex County Capacity Surrender**

Sussex County has notified the Town that it is providing twelve months' notice to surrender 100% of the County's used wastewater capacity for the Delaware Coastal Business Park and Coastal Airport. The Town has been working with the County regarding flow reversal options. We will add this as an agenda item in early 2020.

### **January 2020 SCAT Dinner Meeting**

The January 2020 Sussex County Associations of Towns Dinner Meeting has been rescheduled for January 8, 2020 – this conflicts with our first Town Council Meeting in January. It is suggested that we cancel the January 8 Town Council Meeting.

<b>Pleasure of the Mayor and Council</b>
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### **Miscellaneous**

- Reminders:
  - **Town Offices Closed:** Tuesday, December 24, in observation of Christmas Eve
  - **Town Offices Closed:** Wednesday, December 25, in observation of Christmas Day
  - **Town Offices Closed:** Wednesday, January 1, in observation of New Year's Day
  - **Sussex County Association of Towns:** Wednesday, January 8, 6:00 PM, hosted by Sussex County
  - **Sussex County Association of Towns Steering Committee:** Friday, January 10, 9:00 AM, Arena's at the Airport

Reviewed by Town Solicitor

**Honor**

**Courage**



**Transparency**

**Community**

## **Guardians of Georgetown**

***The Georgetown Police Department will strive to provide quality police services to the residents and visitors of the Town of Georgetown by promoting a safe environment through a police-citizen partnership, with an emphasis on mutual trust, integrity, fairness, and professionalism.***



# *Guardians of Georgetown*



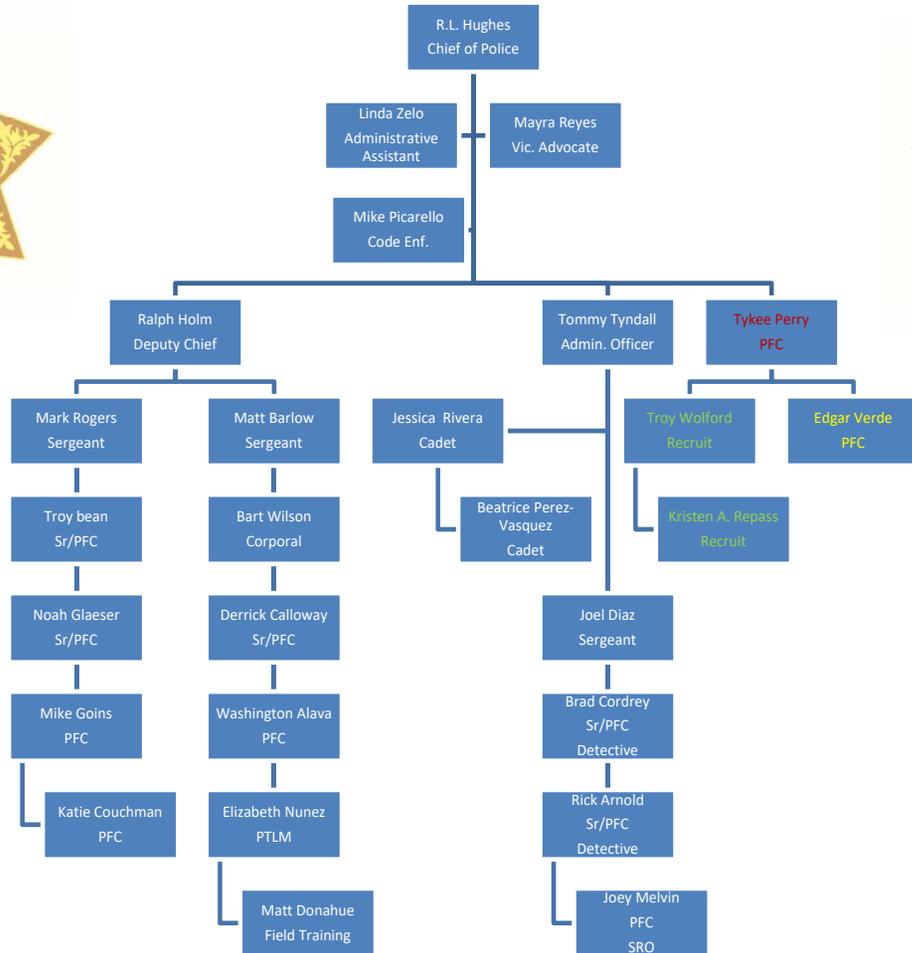
- Team GPD Core Values
  - ***Honor***
    - Respecting individuality while preserving the collective fabric of our charge
  - ***Courage***
    - Physical, emotional, and intellectual strength to uphold the highest standards of compassion, integrity, and fairness
  - ***Transparency***
    - Honest, thorough, and timely communication
  - ***Community***
    - Professional and contemporary service to all

## *Guardians of Georgetown*

- 21<sup>st</sup> Century Policing
  - Building Trust and Legitimacy
  - Policy and Oversight
  - Technology and Social Media
  - Community Policing and Crime Reduction
  - Training and Education
  - Officer Wellness and Safety



# Guardians of Georgetown



Recruit  
Military  
Admin. Leave

# *Guardians of Georgetown*

- Continuation of policy review
- Active Participation with HTICC, DFSC, SCPC, DPCC, OSCC, BHC
- Approved for \$177K Mental health Professional(2yr)
- DEA Task Force participation
- Continuation of DV Investigator
- Continuation of Cadet program
- Continuation of SRO (Grant Increase)
- Continuation of Victim Services (Grant Extension)
- MVR replacement project underway (Grant Funds)
- Modem installation Project underway (Grant Funds)
- **DPAC**
  - **Final Review Friday, December 13, 2019**
  - **Mock Assessment January 3, 2020**
  - **Final Assessment January 2020**





# Downtown Development District

Oct. 1, 2019– Nov. 30, 2019  
163 Records



6	FAMILY OFFENSE
1	FIELD INTERVIEW
3	FRAUD
2	NOISE VIOLATION
75	OTHER
7	SIMPLE ASSAULT
18	SUSPICIOUS
6	VANDALISM
5	TRESPASSING
1	RUNAWAY
1	ROBBERY - STRONGARM
1	BURGLARY - TOOLS
1	DISORDERLY CONDUCT
7	DRUG VIOLATION
15	ALL OTHER OFFENSES
1	LARCENY - FROM VEHICLE
2	LARCENY - FROM COIN OPERATED
2	BURGLARY - COMMERCIAL
2	LARCENY - SHOPLIFTING
3	INTIMIDATION
4	LARCENY - FROM BUILDING

811 Records YTD

# *Guardians of Georgetown*

## **2019 YTD Property Crimes**

- 495 incidents
- 258 cases cleared
- 52% clearance rate
- 130 Shoplifting

## **2018 YTD Property Crimes**

- 478 incidents
- 156 cleared by arrest
- 56% clearance rate
- 165 Shoplifting



# Guardians of Georgetown

## 2019 YTD Crimes Against Person

- 318 incidents
- 268 cleared/case closed
- 84% clearance rate

123	FAMILY OFFENSE
7	RAPE
1	SEX CRIME
1	STALKING
127	SIMPLE ASSAULT
1	ROBBERY - GUN
2	ROBBERY - ALL OTHER
8	ROBBERY - STRONGARM
25	INTIMIDATION
23	AGGRAVATED ASSAULT



## 2018 YTD Crimes Against Person

- 263 incidents
- 229 cleared/case closed
- 87% clearance rate

91	FAMILY OFFENSE
9	RAPE
3	SEX CRIME
93	SIMPLE ASSAULT
4	ROBBERY - GUN
2	ROBBERY - KNIFE
5	ROBBERY - STRONGARM
1	KIDNAPPING
39	INTIMIDATION
16	AGGRAVATED ASSAULT

# *Guardians of Georgetown*

## **2019 Crash Data YTD**

- 596 crashes
- 241 E-Ticket issued
- 40% summons issued

## **2018 Crash Data YTD**

- 615 crashes
- 321 E-Ticket issued
- 52% summons issued



# *Guardians of Georgetown*

## 2019 E-ticket citations

- 2173 (20% decrease)

## 2018 E-ticket citations

- 2731



# *Guardians of Georgetown*

## **2019 Calls for Service YTD**

- 6,263 CFS (5% Increase)
  - 5,646 LEISS
  - 617 Crash

## **2018 Calls for Service YTD**

- 6,156 CFS
  - 5,525
  - 631



Merry Christmas Tykee!

