

REVISED 1/16/18

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
January 23, 2018
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on January 9, 2018.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

CORRESPONDENCE:

1.

7:05 P.M. PUBLIC HEARING

1. Grotto Pizza LLC, 331-6.00-9.00 & Tharp Road Properties, 331-6.00-9.01,9.03,9.06, are seeking a preliminary site plan review for a proposed Wawa convenience store with associated parking, gasoline pumps and access driveways.
2. The City of Seaford and/or Two Farms Inc., property owners of Tax Map and Parcel 431-5.00-208.00, located at the corner of N Front Street and E King Street, are requesting to subdivide TMP# 431-5.00-208.00 to create a new lot consisting of 9,488 +/- sq. ft. with the remaining lands to be combined into a larger parcel TMP #431-5.00-214.00. The proposed lot complies with Sec. 15-48e. Area and bulk requirements, (b)f. Lot size. The minimum lot size is 4,500 sf.

NEW BUSINESS:

1. Lieutenant Peter Bohn to present a recommendation to place "school" signage on Pine Street near St John's Church.
2. David Downes, Downes Associates to present the 2018 PCAC Relevelization, Impacts, & DPL/DEC Rate Comparisons.

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3. Mayor David Genshaw to recommend to the City Council an appointment for City Manager.
4. Present for approval an employment contract for the City Manager position.
5. Present for approval a three year renewal of the Hooper's Landing Golf course Agreement with Adkins Management.
6. Bill Bennett, Director of Electric to provide an update on the Pine Street Substation and Distribution Improvements projects.
7. DEMEC to present an award in recognition of Seaford's status as a winner of multiple reliability awards from The American Public Power Association (APPA).

OLD BUSINESS:

1. Second reading of an ordinance to amend Chapter 15, Division 4; Design Standards - Commercial and Industrial Districts of the Municipal Code of Seaford, Delaware relating to Zoning, in the manner following, to wit:

- Chapter 15 of the Municipal Code of Seaford, Delaware is hereby amended by adding a new language to Division 4 - Design Standards - Commercial and Industrial Districts to include R-3 High Density Residential Districts.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. January 25, 2018 Delaware League of Local Governments dinner meeting, Duncan Center; 5:30 p.m.
2. January 30, 2018; 12:00 noon Sussex County Profile luncheon, SCORE meeting facility Georgetown, DE.
3. February 7, 2018 Danny Shorts Coffee Meeting, Nanticoke Senior Center; 8:00 a.m.
4. February 7, 2018 SCAT dinner meeting with Sussex County Legislators; 6:00 p.m., Cheer Center.
5. February 9, 2018 FY19 PLANNING SESSION, City Hall, 8:30 a.m. - 3:00 p.m.

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CITY OF SEAFORD

Municipal Election – April 21, 2018

The City of Seaford Municipal Election will be held on Saturday, April 21, 2018 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Mayor will be elected for a (2) year term and

Two (2) Council Members will be elected for a (3) year term.

All candidates must have filed by 5:00 p.m., E.S.T., February 23, 2018. Registration can be completed at City Hall, 414 High Street. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who

withdraws his/her name after 5:00 p.m., E.S.T., February 23, 2018 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 23, 2018.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 21, 2017) and shall have one vote **provided he or she is registered on the “Books of Registered Voters”**

maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver’s license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

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CANDIDATES FILED AS OF 1/2/18:

Mayor David Genshaw has filed for re-election as Mayor

Matthew McCoy has filed for Council

Patricia Jones has filed for Council

Councilman Orlando Holland has filed for re-election to Council

Shane Beard has filed for Council

James King has filed for Council

COMMITTEE REPORTS:

1. Police & Fire - Councilwoman Leanne Phillips-Lowe
2. Administration - Councilman Orlando Holland
3. Code, Parks and Recreation - Councilwoman Grace Peterson
4. Public Works & WWTF - Councilman William Mulvaney
5. Electric - Councilman Dan Henderson

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

Mayor Genshaw closes the regular Council meeting.

NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 1/16/18

Posted by: TNT

Agenda
1-23-16
NB#1

MEMORANDUM

TO: Dolores Slatcher, City Manager

CC: Lt. Pete Bohn, SPD
Berley Mears, Public Works Director

FR: Charles Anderson, Assistant City Manager

RE: Pine Street "School" signage request

DT: 1/4/18

As you requested, Lt. Bohn, Berley Mears and I reviewed the request to have school signs posted in Pine Street to notify the public of the pre-school located at St. Johns Church.

After our review of the location and, we would like to note the following for City Council's consideration:

1. Lt. Bohn provided the attached State regulations related to appropriate signage for schools grades K-12.
2. Currently no school signage exist along the Pine Street corridor.
3. The committee was able to speak with the adjacent property owner who requested the signage. She stated that as a long term Pine Street resident she was concerned with the speeding and traffic not following the prescribed traffic patterns entering and exiting the school parking lot. She felt this was a safety concern.

Based on the above information we would like to recommend the following:

1. Should the City Council desire; a "School Speed Limit 20 When Children Are Present" sign can be installed on the west side of Pine Street (near the northern property line of the Church property) to alert the driving public that a school is present in the area, reduce speed and to use caution.
2. Lt. Bohn also suggested that one "Do Not Enter" and one "One Way" sign be installed at the intersection of Pine Street and Third Street to alert drivers to

the traffic pattern in the area and assist in the adherence to the specific ingress and egress patterns to the School parking lot.

We also spoke with Mrs. Jody Bee, St. Johns Pre-school Administrator and discussed the additional signage proposed above and she had no objection to the installation.

If you have any questions, contact any of us.

Fw: School Signs

Flood Gary (Seaford PD)

Wed 12/13/2017 7:58 AM

To: Bohn Peter (Seaford PD) <peter.bohn@CJ.State.de.us>; D. Slatcher <dslatcher@seafordde.com>;

Pete,

Please handle this assignment.

Chief

From: D. Slatcher <dslatcher@seafordde.com>
Sent: Tuesday, December 12, 2017 4:08 PM
To: C. Anderson; Public Works; Flood Gary (Seaford PD)
Subject: School Signs

All,

Can you review a request I received from Debbie and Ray Hall on Pine Street to have school signs posted on Pine Street for their pre-school so the public is aware of the school.

Dolores



Dolores J. Slatcher, City Manager
DSLatcher@seafordde.com * www.seafordde.com

PO Box 1100, 414 High Street, Seaford, DE 19973
OFFICE: (302) 629-9173 **FAX:** (302) 629-9307
MOBILE: (302) 381-4591

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182. **Rural Highway**—a type of roadway normally characterized by lower volumes, higher speeds, fewer turning conflicts, and less conflict with pedestrians.
183. **Safe-Positioned**—the positioning of emergency vehicles at an incident in a manner that attempts to protect both the responders performing their duties and road users traveling through the incident scene, while minimizing, to the extent practical, disruption of the adjacent traffic flow.
184. **School**—a public or private educational institution recognized by the State education authority for one or more grades K through 12 or as otherwise defined by the State.
185. **School Zone**—a designated roadway segment approaching, adjacent to, and beyond school buildings or grounds, or along which school related activities occur.
186. **Semi-Actuated Operation**—a type of traffic control signal operation in which at least one, but not all, signal phases function on the basis of actuation.
187. **Separate Turn Signal Face**—a signal face that exclusively controls a turn movement and that displays signal indications that are applicable only to the turn movement.
188. **Separation Time**—the component of maximum highway traffic signal preemption time during which the minimum track clearance distance is clear of vehicular traffic prior to the arrival of rail traffic.
189. **Shared Roadway**—a roadway that is officially designated and marked as a bicycle route, but which is open to motor vehicle travel and upon which no bicycle lane is designated.
190. **Shared Turn Signal Face**—a signal face, for controlling both a turn movement and the adjacent through movement, that always displays the same color of circular signal indication that the adjacent through signal face or faces display.
191. **Shared-Use Path**—a bikeway outside the traveled way and physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or within an independent alignment. Shared-use paths are also used by pedestrians (including skaters, users of manual and motorized wheelchairs, and joggers) and other authorized motorized and non-motorized users.
192. **Sidewalk**—that portion of a street between the curb line, or the lateral line of a roadway, and the adjacent property line or on easements of private property that is paved or improved and intended for use by pedestrians.
193. **Sign**—any traffic control device that is intended to communicate specific information to road users through a word, symbol, and/or arrow legend. Signs do not include highway traffic signals, pavement markings, delineators, or channelization devices.
194. **Sign Assembly**—a group of signs, located on the same support(s), that supplement one another in conveying information to road users.
195. **Sign Illumination**—either internal or external lighting that shows similar color by day or night. Street or highway lighting shall not be considered as meeting this definition.
196. **Sign Legend**—all word messages, logos, pictographs, and symbol and arrow designs that are intended to convey specific meanings. The border, if any, on a sign is not considered to be a part of the legend.
197. **Sign Panel**—a separate panel or piece of material containing a word, symbol, and/or arrow legend that is affixed to the face of a sign.
198. **Signal Backplate**—a thin strip of material that extends outward from and parallel to a signal face on all sides of a signal housing to provide a background for improved visibility of the signal indications.
199. **Signal Coordination**—the establishment of timed relationships between adjacent traffic control signals.
200. **Signal Face**—an assembly of one or more signal sections that is provided for controlling one or more traffic movements on a single approach.
201. **Signal Head**—an assembly of one or more signal faces that is provided for controlling traffic movements on one or more approaches.
202. **Signal Housing**—that part of a signal section that protects the light source and other required components.
203. **Signal Indication**—the illumination of a signal lens or equivalent device.
204. **Signal Lens**—that part of the signal section that redirects the light coming directly from the light source and its reflector, if any.

CHAPTER 7A. GENERAL

Section 7A.01 Need for Standards

Support:

- 01 Regardless of the school location, the best way to achieve effective traffic control is through the uniform application of realistic policies, practices, and standards developed through engineering judgment or studies.
- 02 Pedestrian safety depends upon public understanding of accepted methods for efficient traffic control. This principle is especially important in the control of pedestrians, bicycles, and other vehicles in the vicinity of schools. Neither pedestrians on their way to or from school nor other road users can be expected to move safely in school areas unless they understand both the need for traffic controls and how these controls function for their benefit.
- 03 Procedures and devices that are not uniform might cause confusion among pedestrians and other road users, prompt wrong decisions, and contribute to crashes. To achieve uniformity of traffic control in school areas, comparable traffic situations need to be treated in a consistent manner. Each traffic control device and control method described in Part 7 fulfills a specific function related to specific traffic conditions.
- 04 A uniform approach to school area traffic controls assures the use of similar controls for similar situations, which promotes appropriate and uniform behavior on the part of motorists, pedestrians, and bicyclists.
- 05 A school traffic control plan permits the orderly review of school area traffic control needs, and the coordination of school/pedestrian safety education and engineering measures. Engineering measures alone do not always result in the intended change in student and road user behavior.

Guidance:

- 06 *A school route plan for each school serving elementary to high school students should be prepared in order to develop uniformity in the use of school area traffic controls and to serve as the basis for a school traffic control plan for each school.*
- 07 *The school route plan, developed in a systematic manner by the school, law enforcement, and traffic officials responsible for school pedestrian safety, should consist of a map (see Figure 7A-1) showing streets, the school, existing traffic controls, established school walk routes, and established school crossings.*
- 08 *The type(s) of school area traffic control devices used, either warning or regulatory, should be related to the volume and speed of vehicular traffic, street width, and the number and age of the students using the crossing.*
- 09 *School area traffic control devices should be included in a school traffic control plan.*

Support:

- 10 Reduced speed limit signs for school areas and crossings are included in this Manual solely for the purpose of standardizing signing for these zones and not as an endorsement of mandatory reduced speed zones.

Standard:

- 10A (DE Revision) Title 21, Chapter 41, Subchapter VIII, §4169 of the Delaware Code establishes that where no special hazard exists the speed limit in school zones shall be 20 mph where 20 mph regulatory signs are posted and state the specific time periods or under what conditions during which the 20 mph speed is in effect.

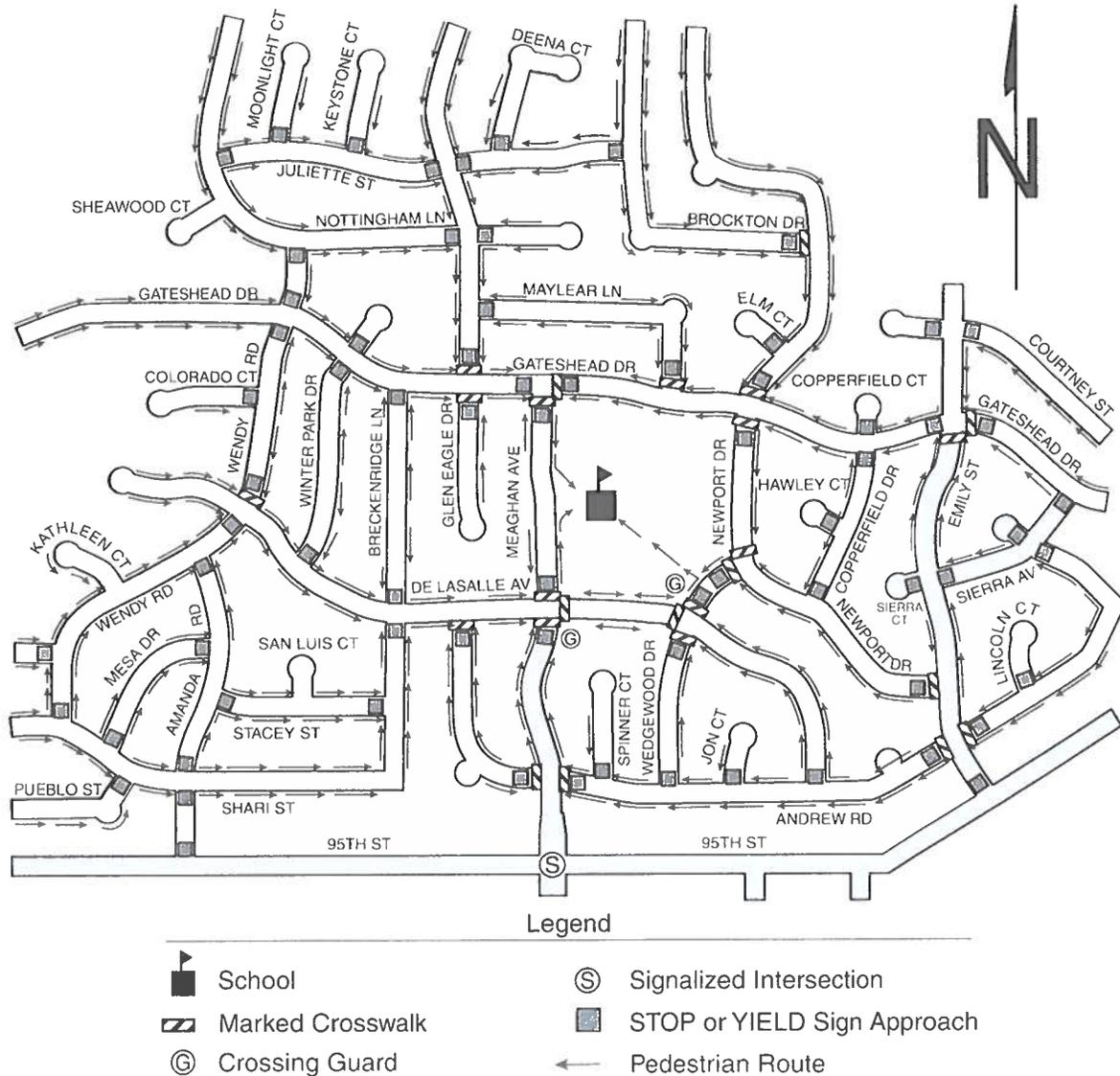
Guidance:

- 10B (DE Revision) *In general the 20 mph speed limit should be applied only in locations where there is a reasonable expectation of children walking to/from school.*

Option:

- 10C (DE Revision) Title 21, Chapter 41, Subchapter VIII, §4169 of the Delaware Code establishes that on the basis of engineering study or investigation a maximum speed limit greater or less than 20 mph may be established by the Department of Transportation. Factors that may be considered in such an investigation and study can include: location and surrounding environment of the school, driver expectation, existing posted speed limit along the adjacent and surrounding roadways, traffic volumes and vehicle operating characteristics, the presence or absence of children walking to or from school, etc.

Figure 7A-1. Example of School Route Plan Map



Support:

- 11 “School” and “school zone” are defined in Section 1A.13.

Section 7A.02 School Routes and Established School Crossings

Support:

01 To establish a safer route to and from school for schoolchildren, the application of planning criterion for school walk routes might make it necessary for children to walk an indirect route to an established school crossing located where there is existing traffic control and to avoid the use of a direct crossing where there is no existing traffic control.

Guidance:

- 02 School walk routes should be planned to take advantage of existing traffic controls.
- 03 (DE Revision) The following factors should be considered when determining the feasibility of requiring children to walk a longer distance to a crossing with existing traffic control:
 - A. The availability of adequate sidewalks or other pedestrian walkways to and from the location with existing control,
 - B. The number of students using the crossing,
 - C. The age levels of the students using the crossing,

- D. The total extra walking distance,*
- E. The presence of a school crossing guard, and*
- F. The location of the crossing, avoiding locations where the presence of pedestrians crossing the road is unexpected.*

Section 7A.03 School Crossing Control Criteria

Support:

- 01 The frequency of gaps in the traffic stream that are sufficient for student crossing is different at each crossing location. When the delay between the occurrences of adequate gaps becomes excessive, students might become impatient and endanger themselves by attempting to cross the street during an inadequate gap. In these instances, the creation of sufficient gaps needs to be considered to accommodate the crossing demand.
- 02 A recommended method for determining the frequency and adequacy of gaps in the traffic stream is given in the "Traffic Control Devices Handbook" (see Section 1A.11).

Section 7A.04 Scope

Standard:

- 01 **Part 7 sets forth basic principles and prescribes standards that shall be followed in the design, application, installation, and maintenance of all traffic control devices (including signs, signals, and markings) and other controls (including adult crossing guards) required for the special pedestrian conditions in school areas.**

Support:

- 02 Sections 1A.01 and 1A.08 contain information regarding unauthorized devices and messages. Sections 1A.02 and 1A.07 contain information regarding the application of standards. Section 1A.05 contains information regarding the maintenance of traffic control devices. Section 1A.08 contains information regarding placement authority for traffic control devices. Section 1A.09 contains information regarding engineering studies and the assistance that is available to jurisdictions that do not have engineers on their staffs who are trained and/or experienced in traffic control devices.
- 03 Provisions contained in Chapter 2A and Section 2B.06 are applicable in school areas.
- 04 Part 3 contains provisions regarding pavement markings that are applicable in school areas.
- 05 Part 4 contains provisions regarding highway traffic signals that are applicable in school areas. The School Crossing signal warrant is described in Section 4C.06.

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CHAPTER 7B. SIGNS

Section 7B.01 Size of School Signs

Standard:

- 01 Except as provided in Section 2A.11, the sizes of signs and plaques to be used on conventional roadways in school areas shall be as shown in Table 7B-1.
- 02 The sizes in the Conventional Road column shall be used unless engineering judgment determines that a minimum or oversized sign size would be more appropriate.

**Table 7B-1. School Area Sign and Plaque Sizes
(Delaware Revision)**

Sign	Sign Designation	Section	Conventional Road	Minimum	Oversized
School	S1-1	7B.08	36 x 36	30 x 30	48 x 48
School Bus Stop Ahead	S3-1	7B.13	36 x 36	30 x 30	48 x 48
School Children Walk Along This Road	S3-1-DE	7B.11	36 x 36	30 x 30	48 x 48
School Bus Turn Ahead	S3-2	7B.14	36 x 36	30 x 30	48 x 48
Reduced School Speed Limit Ahead	S4-5, S4-5a	7B.16	36 x 36	30 x 30	48 x 48
School Speed Limit XX When Flashing	S5-1	7B.15	24 x 48	—	36 x 72
School Speed Limit XX When Children Are Present	S5-1-DE	7B.15	24 x 54	—	36 x 84
End School Zone	S5-2	7B.09	24 x 30	—	36 x 48
End School Speed Limit	S5-3	7B.15	24 x 30	—	36 x 48
School Speed XX Limit When Flashing (Overhead Use Only)	S5-3-DE	7B.15	60 x 42	—	—
In-Street Ped Crossing	R1-6, R1-6a, R1-6b, R1-6c	7B.11, 7B.12	12 x 36	—	—
Speed Limit (School Use)	R2-1	7B.15	24 x 30	—	36 x 48
Begin Higher Fines Zone	R2-10	7B.10	24 x 30	—	36 x 48
End Higher Fines Zone	R2-11	7B.10	24 x 30	—	36 x 48

Plaque	Sign Designation	Section	Conventional Road	Minimum	Oversized
X:XX to X:XX AM X:XX to X:XX PM	S4-1P	7B.15	24 x 10	—	36 x 18
When Children Are Present	S4-2P	7B.15	24 x 10	—	36 x 18
School	S4-3P	7B.09, 7B.15	24 x 8	—	36 x 12
When Flashing	S4-4P	7B.15	24 x 10	—	36 x 18
Mon-Fri	S4-6P	7B.15	24 x 10	—	36 x 18
All Year	S4-7P	7B.09	24 x 12	—	30 x 18
Fines Higher	R2-6P	7B.10	24 x 18	—	36 x 24
XX Feet	W16-2P	7B.08	24 x 18	—	30 x 24
XX Ft	W16-2aP	7B.08	24 x 12	—	30 x 18
Turn Arrow	W16-5P	7B.08, 7B.09, 7B.11	24 x 12	—	30 x 18
Advance Turn Arrow	W16-6P	7B.08, 7B.09, 7B.11	24 x 12	—	30 x 18
Diagonal Arrow	W16-7P	7B.12	24 x 12	—	30 x 18
Diagonal Arrow (optional size)	W16-7P	7B.12	21 x 15	—	—
Ahead	W16-9P	7B.11	24 x 12	—	30 x 18

- Note:
- 1. Larger sizes may be used when appropriate
 - 2. Dimensions are shown in inches and are shown as width x height
 - 3. Minimum sign sizes for multi-lane conventional roads shall be as shown in the Conventional Road column

03 **The sizes in the Minimum column shall be used only where traffic volumes are low and speeds are 30 mph or lower, as determined by engineering judgment.**

04 **The sizes in the Oversized column shall be used on expressways.**

Guidance:

05 *The sizes in the Oversized column should be used on roadways that have four or more lanes with posted speed limits of 40 mph or higher.*

Option:

06 The sizes in the Oversized column may also be used at other locations that require increased emphasis, improved recognition, or increased legibility.

07 Signs and plaques larger than those shown in Table 7B-1 may be used (see Section 2A.11).

Section 7B.02 Illumination and Reflectorization

Standard:

01 **The signs used for school area traffic control shall be retroreflectorized or illuminated.**

Section 7B.03 Position of Signs

Support:

01 Sections 2A.16 and 2A.17 contain provisions regarding the placements and locations of signs.

02 Section 2A.19 contains provisions regarding the lateral offsets of signs.

Option:

03 (DE Revision) In-roadway signs for school traffic control areas may be used consistent with the requirements of Sections 2B.12, 7B.11, and 7B.12.

Section 7B.04 Height of Signs

Support:

01 Section 2A.18 contains provisions regarding the mounting height of signs.

Section 7B.05 Installation of Signs

Support:

01 Section 2A.16 contains provisions regarding the installation of signs.

Section 7B.06 Lettering

Support:

01 (DE Revision) The “Standard Highway Signs and Markings” book and the “Delaware Standard Signs Book” (see Section 1A.11) contain information regarding sign lettering.

Section 7B.07 Sign Color for School Warning Signs

Standard:

01 **School warning signs, including the “SCHOOL” portion of the School Speed Limit (S5-1) sign and including any supplemental plaques used in association with these warning signs, shall have a fluorescent yellow-green background with a black legend and border unless otherwise provided in this Manual for a specific sign.**

Guidance:

02 (DE Revision) *In situations where warning signs not associated with schools are located within a school zone, the warning signs not associated with schools should be yellow with a black legend.*

03 (DE Revision) *If a pedestrian crossing is located within a school zone, but is not part of an established route to school, the warning signs for that crossing, if used, should be yellow with a black legend (W11-2 assembly).*

Section 7B.08 School Sign (S1-1) and Plaques

Support:

- 01 Many state and local jurisdictions find it beneficial to advise road users that they are approaching a school that is adjacent to a highway, where additional care is needed, even though no school crossing is involved and the speed limit remains unchanged. Additionally, some jurisdictions designate school zones that have a unique legal standing in that fines for speeding or other traffic violations within designated school zones are increased or special enforcement techniques such as photo radar systems are used. It is important and sometimes legally necessary to mark the beginning and end points of these designated school zones so that the road user is given proper notice.
- 02 The School (S1-1) sign (see Figure 7B-1) has the following four applications:
- A. School Area – the S1-1 sign can be used to warn road users that they are approaching a school area that might include school buildings or grounds, a school crossing, or school related activity adjacent to the highway.
 - B. School Zone – the S1-1 sign can be used to identify the location of the beginning of a designated school zone (see Section 7B.09).
 - C. School Advance Crossing – if combined with an AHEAD (W16-9P) plaque or an XX FEET (W16-2P or W16-2aP) plaque to comprise the School Advance Crossing assembly, the S1-1 sign can be used to warn road users that they are approaching a crossing where schoolchildren cross the roadway (see Section 7B.11).
 - D. School Crossing – if combined with a diagonal downward pointing arrow (W16-7P) plaque to comprise the School Crossing assembly, the S1-1 sign can be used to warn approaching road users of the location of a crossing where schoolchildren cross the roadway (see Section 7B.12).

Option:

- 03 If a school area is located on a cross street in close proximity to the intersection, a School (S1-1) sign with a supplemental arrow (W16-5P or W16-6P) plaque may be installed on each approach of the street or highway to warn road users making a turn onto the cross street that they will encounter a school area soon after making the turn.

Section 7B.09 School Zone Sign (S1-1) and Plaques (S4-3P, S4-7P) and END SCHOOL ZONE Sign (S5-2)

Standard:

- 01 **If a school zone has been designated under State or local statute, a School (S1-1) sign (see Figure 7B-1) shall be installed to identify the beginning point(s) of the designated school zone (see Figure 7B-2).**

Option:

- 02 A School Zone (S1-1) sign may be supplemented with a SCHOOL (S4-3P) plaque (see Figure 7B-1).
- 03 A School Zone (S1-1) sign may be supplemented with an ALL YEAR (S4-7P) plaque (see Figure 7B-1) if the school operates on a 12-month schedule.
- 04 The downstream end of a designated school zone may be identified with an END SCHOOL ZONE (S5-2) sign (see Figures 7B-1 and 7B-2).
- 05 If a school zone is located on a cross street in close proximity to the intersection, a School Zone (S1-1) sign with a supplemental arrow (W16-5P or W16-6P) plaque may be installed on each approach of the street or highway to warn road users making a turn onto the cross street that they will encounter a school zone soon after making the turn.

Section 7B.10 Higher Fines Zone Signs (R2-10, R2-11) and Plaques

Standard:

- 01 **Where increased fines are imposed for traffic violations within a designated school zone, a BEGIN HIGHER FINES ZONE (R2-10) sign (see Figure 7B-1) or a FINES HIGHER (R2-6P), FINES DOUBLE (R2-6aP), or \$XX FINE (R2-6bP) plaque (see Figure 2B-3) shall be installed as a supplement to the School Zone (S1-1) sign to identify the beginning point of the higher fines zone.**

**Figure 7B-1. School Area Signs
(Delaware Revision)**

School Advance Crossing Assembly



S1-1



W16-9P

OR



W16-2aP

OR



W16-2P

OR



W16-5P (optional)

OR



W16-6P (optional)

School Crossing Assembly



S1-1



W16-7P

School Zone Sign



S1-1



S4-7P (optional)



S4-3P (optional)

OR



W16-5P (optional)

OR



W16-6P (optional)

School Speed Limit Assembly



S4-3P



R2-1



S4-1P

OR



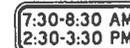
S4-2P

OR



S4-4P

OR



S4-1P



S4-6P



S3-1



S3-2



S4-5



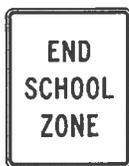
S4-5a



S5-1



R2-6P (optional)



S5-2



S5-3



R2-10



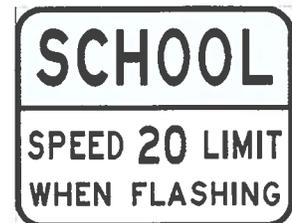
R2-11



S3-1-DE*



S5-1-DE**



S5-3-DE (Overhead Use Only)

* FYG only within school zones

** "WHEN CHILDREN ARE PRESENT" legend may be replaced with legends from S4-1P, S4-4P, and/or S4-6P

J

Option:

02 Where appropriate, one of the following plaques may be mounted below the sign that identifies the beginning point of the higher fines zone:

- A. An S4-1P plaque (see Figure 7B-1) specifying the times that the higher fines are in effect,
- B. A WHEN CHILDREN ARE PRESENT (S4-2P) plaque (see Figure 7B-1), or
- C. A WHEN FLASHING (S4-4P) plaque (see Figure 7B-1) if used in conjunction with a yellow flashing beacon.

Standard:

03 **Where a BEGIN HIGHER FINES ZONE (R2-10) sign or a FINES HIGHER (R2-6P) plaque supplementing a School Zone (S1-1) sign is posted to notify road users of increased fines for traffic violations, an END HIGHER FINES ZONE (R2-11) sign (see Figure 7B-1) or an END SCHOOL ZONE (S5-2) sign shall be installed at the downstream end of the zone to notify road users of the termination of the increased fines zone.**

Section 7B.11 School Advance Crossing Assembly**Standard:**

01 **The School Advance Crossing assembly (see Figure 7B-1) shall consist of a School (S1-1) sign supplemented with an AHEAD (W16-9P) plaque or an XX FEET (W16-2P or W16-2aP) plaque.**

02 **Except as provided in Paragraph 3, a School Advance Crossing assembly shall be used in advance (see Table 2C-4 for advance placement guidelines) of the first School Crossing assembly (see Section 7B.12) that is encountered in each direction as traffic approaches a school crosswalk (see Figure 7B-4).**

Option:

03 The School Advance Crossing assembly may be omitted (see Figure 7B-5) where a School Zone (S1-1) sign (see Section 7B.09) is installed to identify the beginning of a school zone in advance of the School Crossing assembly.

04 If a school crosswalk is located on a cross street in close proximity to an intersection, a School Advance Crossing assembly with a supplemental arrow (W16-5P or W16-6P) plaque may be installed on each approach of the street or highway to warn road users making a turn onto the cross street that they will encounter a school crosswalk soon after making the turn.

05 (DE Revision) A 12-inch reduced size in-street School (S1-1) sign (see Figure 7B-6), installed in compliance with the mounting height and special mounting support requirements for In-Street Pedestrian Crossing (R1-6 or R1-6a) signs (see Section 2B.12), may be used in advance of a school crossing to supplement the post-mounted school warning signs. A 12 x 6-inch reduced size AHEAD (W16-9P) plaque may be mounted below the reduced size in-street School (S1-1) sign. These reduced size signs may only be used on state-maintained roads with DelDOT Traffic approval.

06 (DE Revision) If the School Advance Crossing Assembly or SCHOOL BUS STOP AHEAD (S3-1) sign have been considered but determined to be inappropriate, a SCHOOL CHILDREN WALK ALONG THIS ROAD (S3-1-DE) sign (see Figure 7B-1) may be installed on state-maintained roads with DelDOT Traffic approval.

Section 7B.12 School Crossing Assembly**Standard:**

01 **If used, the School Crossing assembly (see Figure 7B-1) shall be installed at the school crossing (see Figures 7B-4 and 7B-5), or as close to it as possible, and shall consist of a School (S1-1) sign supplemented with a diagonal downward pointing arrow (W16-7P) plaque to show the location of the crossing.**

02 **The School Crossing assembly shall not be used at crossings other than those adjacent to schools and those on established school pedestrian routes.**

03 **The School Crossing assembly shall not be installed on approaches controlled by a STOP or YIELD sign.**

Figure 7B-2. Example of Signing for a School Zone without a Marked School Crosswalk and without a Reduced School Speed Limit Zone (Delaware Revision)

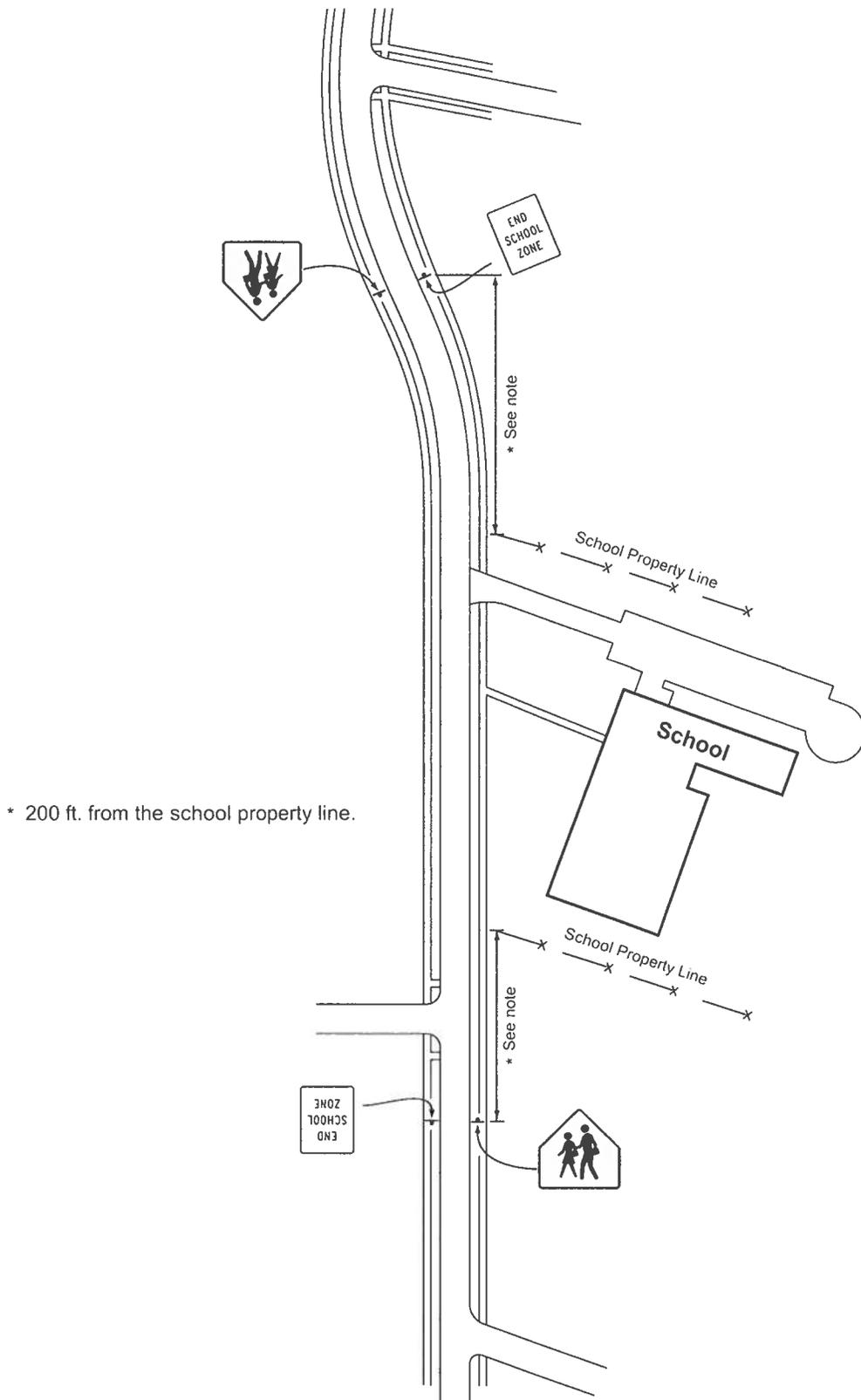


Figure 7B-3. Example of Signing for a School Zone without a Marked School Crosswalk and with a Reduced School Speed Limit Zone (Delaware Revision)

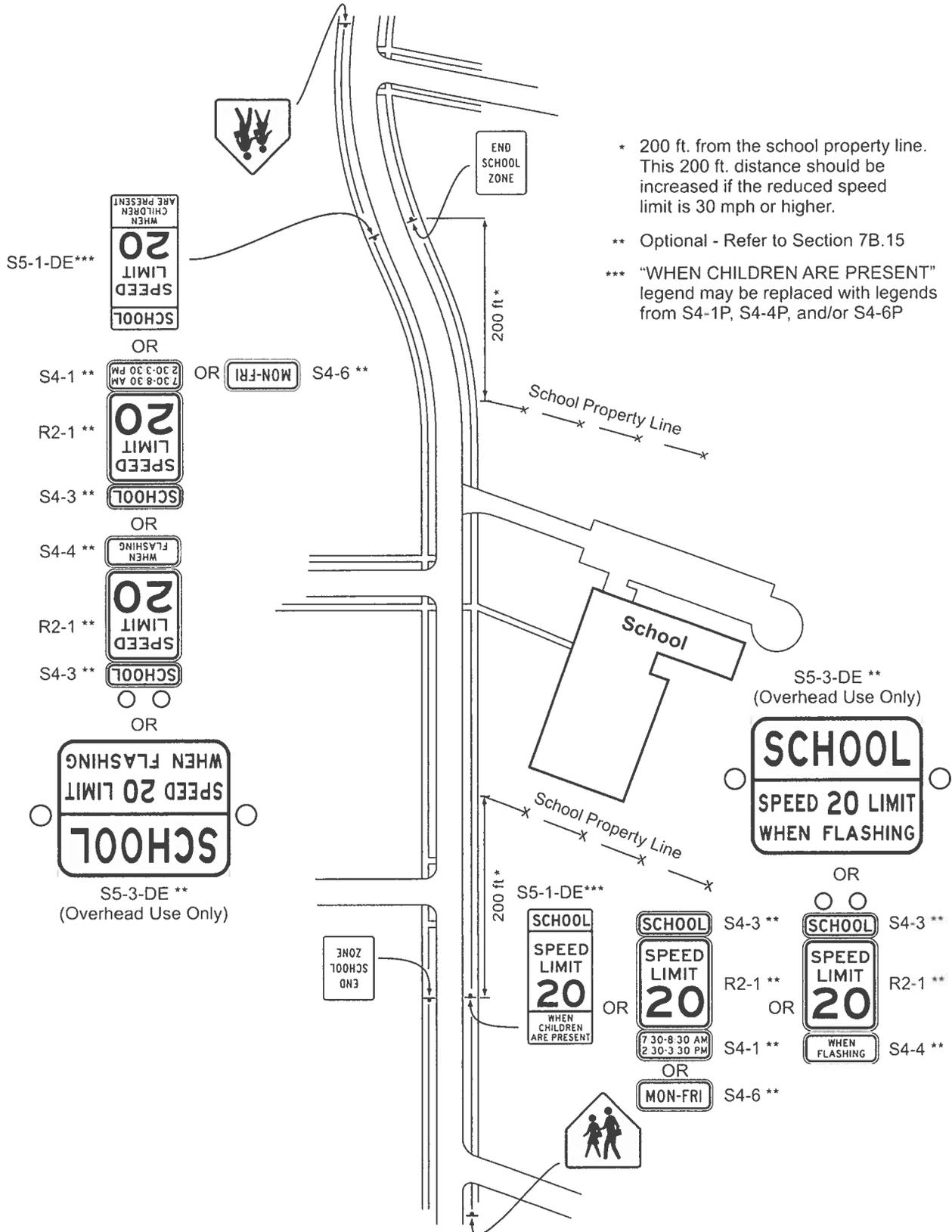


Figure 7B-4. Example of Signing for a School Crossing Outside of a School Zone (Delaware Revision)

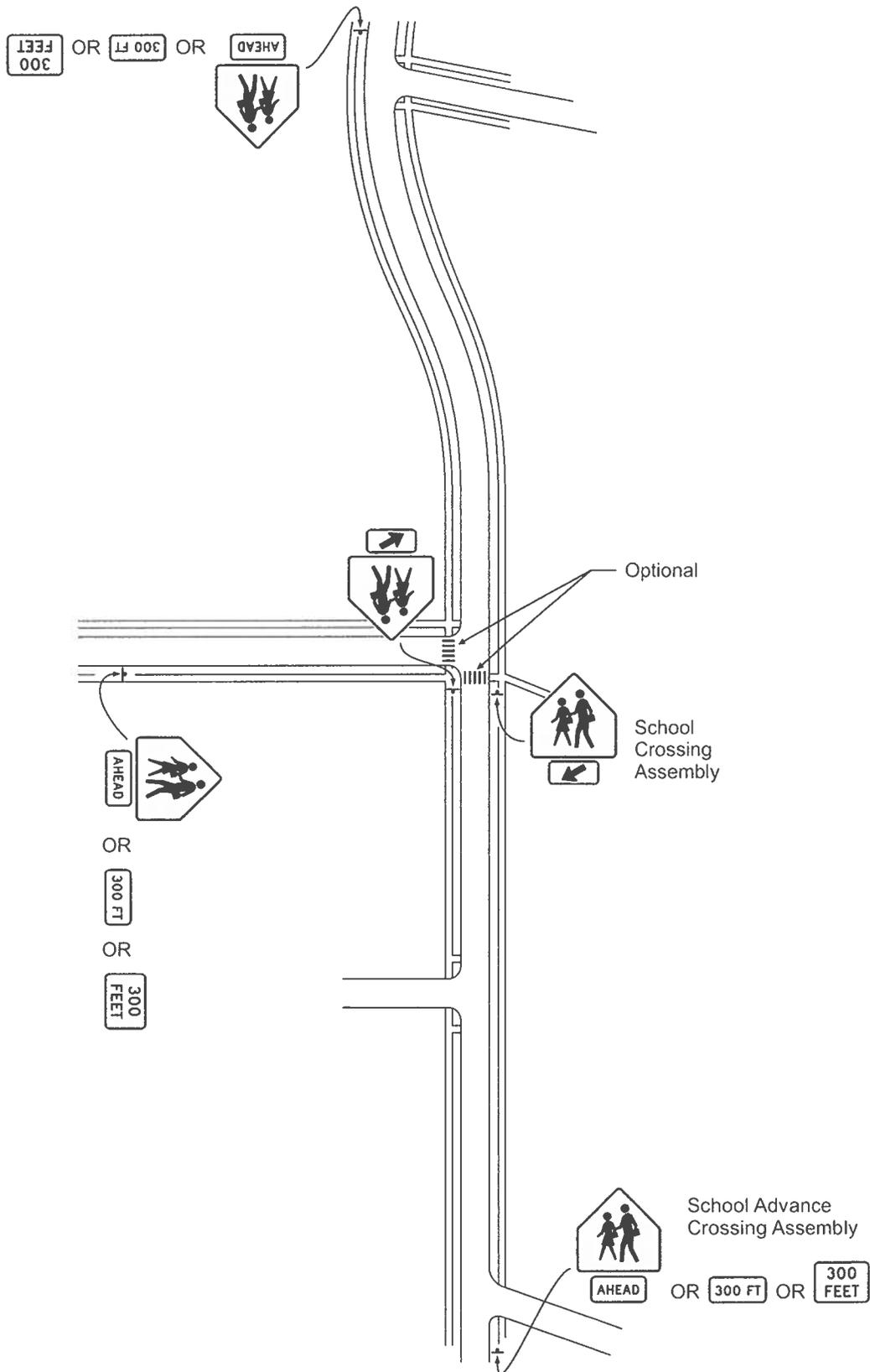


Figure 7B-5. Example of Signing for a School Zone with a Reduced School Speed Limit Zone and a School Crossing (Delaware Revision)

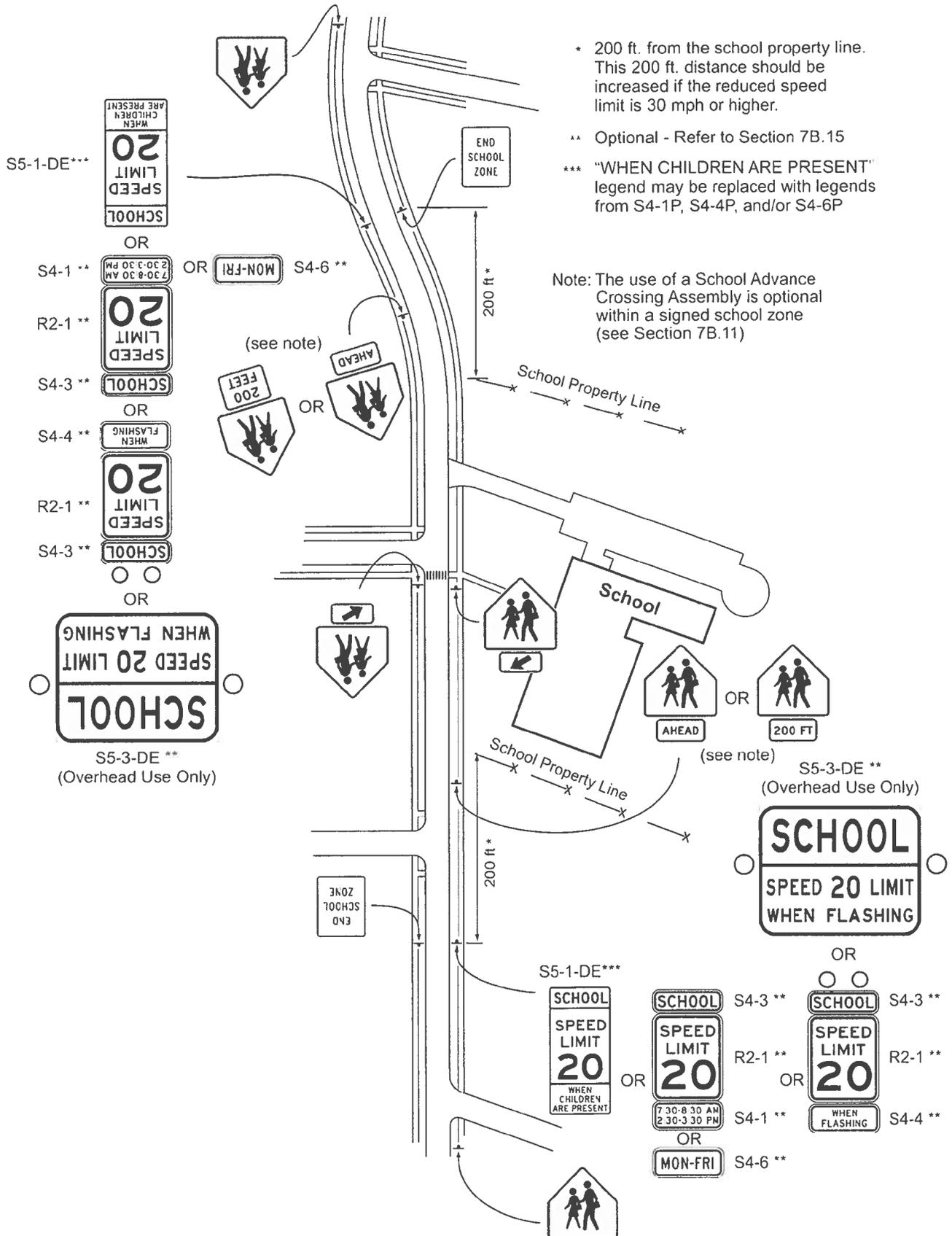


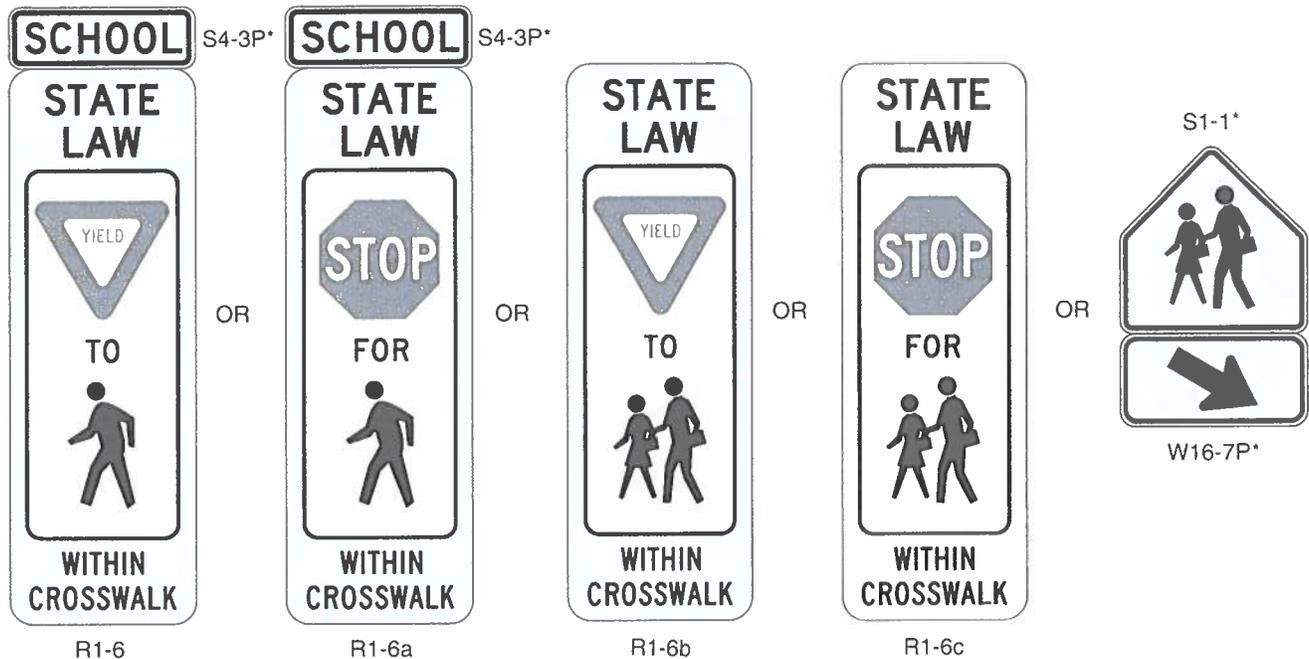
Figure 7B-6. In-Street Signs in School Areas

A - In advance of the school crossing



* Reduced size signs:
 S1-1 12 x 12 inches
 S4-3P 12 x 4 inches
 W16-7P 12 x 6 inches
 W16-9P 12 x 6 inches

B - At the school crossing



Notes:

1. The use of the STATE LAW legend is optional on the R1-6 series signs (see Section 7B.12).
2. The use of the SCHOOL plaque above the R1-6 and R1-6a signs is optional.

Guidance:

03A (DE Revision) Except for crosswalks at locations that are controlled by stop or yield control, the School Crossing assembly should be installed at marked crosswalks (see Figure 7B-4) on the established school pedestrian route including those at signalized locations.

Option:

04 The In-Street Pedestrian Crossing (R1-6 or R1-6a) sign (see Section 2B.12 and Figure 7B-6) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign (see Figure 7B-6) may be used at unsignalized school crossings. If used at a school crossing, a 12 x 4-inch SCHOOL (S4-3P) plaque (see Figure 7B-6) may be mounted above the sign. The STATE LAW legend on the R1-6 series signs may be omitted.

05 The Overhead Pedestrian Crossing (R1-9 or R1-9a) sign (see Section 2B.12 and Figure 2B-2) may be modified to replace the standard pedestrian symbol with the standard schoolchildren symbol and may be used at unsignalized school crossings. The STATE LAW legend on the R1-9 series signs may be omitted.

06 A 12-inch reduced size in-street School (S1-1) sign (see Figure 7B-6) may be used at an unsignalized school crossing instead of the In-Street Pedestrian Crossing (R1-6 or R1-6a) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign. A 12 x 6-inch reduced size diagonal downward pointing arrow (W16-7P) plaque may be mounted below the reduced size in-street School (S1-1) sign.

Standard:

07 **If an In-Street Pedestrian Crossing sign, an In-Street Schoolchildren Crossing sign, or a reduced size in-street School (S1-1) sign is placed in the roadway, the sign support shall comply with the mounting height and special mounting support requirements for In-Street Pedestrian Crossing (R1-6 or R1-6a) signs (see Section 2B.12).**

08 **The In-Street Pedestrian Crossing sign, the In-Street Schoolchildren Crossing sign, the Overhead Pedestrian Crossing sign, and the reduced size in-street School (S1-1) sign shall not be used at signalized locations.**

09 (DE Revision) In-Street Pedestrian signs shall only be installed along state-maintained roadways with DelDOT Traffic approval. If approved, the sponsoring entity shall be responsible for procurement, installation, and maintenance of these signs. The sponsoring entity shall enter into a Right-of-Way Use agreement with DelDOT, and shall provide a maintenance point of contact with 24-hour/7-day per week availability.

Guidance:

10 (DE Revision) Additional guidance on the use of the STOP FOR or YIELD TO legends and STOP and YIELD sign symbols on In-Street Pedestrian Crossing and Overhead Pedestrian Crossing signs is contained in Section 2B.12

Section 7B.13 School Bus Stop Ahead Sign (S3-1)

Guidance:

01 *The School Bus Stop Ahead (S3-1) sign (see Figure 7B-1) should be installed in advance of locations where a school bus, when stopped to pick up or discharge passengers, is not visible to road users for an adequate distance and where there is no opportunity to relocate the school bus stop to provide adequate sight distance.*

Option:

02 (DE Revision) If the School Bus Stop Ahead (S3-1) sign has been considered but determined to be inappropriate, a SCHOOL CHILDREN WALK ALONG THIS ROAD (S3-1-DE) sign (see Figure 7B-1) may be installed.

Guidance:

03 *Use of the SCHOOL CHILDREN WALK ALONG THIS ROAD (S3-1-DE) sign on state-maintained roads requires approval from DelDOT Traffic.*

Section 7B.14 SCHOOL BUS TURN AHEAD Sign (S3-2)

Option:

01 The SCHOOL BUS TURN AHEAD (S3-2) sign (see Figure 7B-1) may be installed in advance of locations where a school bus turns around on a roadway at a location not visible to approaching road users for a distance as determined by the "0" column under Condition B of Table 2C-4, and where there is no opportunity to relocate the school bus turn around to provide the distance provided in Table 2C-4.

Section 7B.15 School Speed Limit Assembly (S4-1P, S4-2P, S4-3P, S4-4P, S4-6P, S5-1) and END SCHOOL SPEED LIMIT Sign (S5-3)

Standard:

01 (DE Revision) A School Speed Limit assembly (see Figure 7B-1) or a School Speed Limit (S5-1-DE) sign (see Figure 7B-1) shall be used to indicate the speed limit where a reduced school speed limit zone has been established (in accordance with Delaware Code and based upon an engineering study) or where a reduced school speed limit is specified for such areas by statute. The School Speed Limit assembly or School Speed Limit sign shall be placed at or as near as practical to the point where the reduced school speed limit zone begins (see Figures 7B-3 and 7B-5).

02 **If a reduced school speed limit zone has been established, a School (S1-1) sign shall be installed in advance (see Table 2C-4 for advance placement guidelines) of the first School Speed Limit sign assembly or S5-1 sign that is encountered in each direction as traffic approaches the reduced school speed limit zone (see Figures 7B-3 and 7B-5).**

03 **Where increased fines are imposed for traffic violations within a reduced school speed limit zone, a FINES HIGHER (R2-6P), FINES DOUBLE (R2-6aP), or \$XX FINE (R2-6bP) plaque (see Figure 2B-3) shall be installed as a supplement to the reduced school speed limit sign to notify road users.**

04 (DE Revision) **Except as provided in Paragraph 5, the downstream end of an authorized and posted reduced school speed limit zone shall be identified with an END SCHOOL SPEED LIMIT (S5-3) sign (see Figure 7B-1).**

Option:

05 **If a reduced school speed limit zone ends at the same point as a higher fines zone, an END SCHOOL ZONE (S5-2) sign may be used instead of a combination of an END HIGHER FINES ZONE (R2-11) sign and an END SCHOOL SPEED LIMIT (S5-3) sign.**

Guidance:

05A (DE Revision) *On state-maintained roads, the END SCHOOL ZONE (S5-2) sign should be used to designate the end of the school zone in lieu of the regulatory speed limit sign.*

Option:

06 **A standard Speed Limit sign showing the speed limit for the section of highway that is downstream from the authorized and posted reduced school speed limit zone may be mounted on the same post above the END SCHOOL SPEED LIMIT (S5-3) sign or the END SCHOOL ZONE (S5-2) sign.**

Guidance:

07 (DE Revision) *The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school property line, a school crossing, or other school related activities; however, this 200-foot distance should be increased if the reduced school speed limit is 30 mph or higher.*

Standard:

08 **The School Speed Limit assembly shall be either a fixed-message sign assembly or a changeable message sign.**

09 **The fixed-message School Speed Limit assembly shall consist of a top plaque (S4-3P) with the legend SCHOOL, a Speed Limit (R2-1) sign, and a bottom plaque (S4-1P, S4-2P, S4-4P, or S4-6P) indicating the specific periods of the day and/or days of the week that the special school speed limit is in effect (see Figure 7B-1).**

Option:

10 **Changeable message signs (see Chapter 2L and Section 6F.60) may be used to inform drivers of the school speed limit. If the sign is internally illuminated, it may have a white legend on a black background. Changeable message signs with flashing beacons may be used for situations where greater emphasis of the special school speed limit is needed.**

Guidance:

11 *Even though it might not always be practical because of special features to make changeable message signs conform in all respects to the standards in this Manual for fixed-message signs, during the periods that the school speed limit is in effect, their basic shape, message, legend layout, and colors should comply with the standards for fixed-message signs.*

12 *A confirmation light or device to indicate that the speed limit message is in operation should be considered for inclusion on the back of the changeable message sign.*

Standard:

13 **Fluorescent yellow-green pixels shall be used when the "SCHOOL" message is displayed on a changeable message sign for a school speed limit.**

Option:

- 14 Changeable message signs may use blank-out messages or other methods in order to display the school speed limit only during the periods it applies.
- 15 Changeable message signs that display the speed of approaching drivers (see Section 2B.13) may be used in a school speed limit zone.
- 16 A Speed Limit Sign Beacon (see Section 4L.04) also may be used, with a WHEN FLASHING legend, to identify the periods that the school speed limit is in effect.
- 17 (DE Revision) A SCHOOL SPEED LIMIT XX WHEN FLASHING (S5-3-DE) sign, with Speed Limit Sign Beacons mounted to the left and right of the sign, may be mounted overhead at or as near as practical to the point where the reduced speed zone begins (see Figure 7B-3).
- 18 (DE Revision) A Speed Limit Sign Beacon may also be used, with a WHEN FLASHING (S4-4P) supplemental plaque, to identify the periods that the school speed limit is in effect. The lenses of the Speed Limit Sign Beacon may be positioned above or within the face of the School Speed Limit (S5-1) sign (see Figures 7B-3 and 7B-5). The lenses of the Speed Limit Sign Beacon may be positioned above or within the face of the SCHOOL (S4-3) plaque in a School Speed Limit Assembly that also contains a Speed Limit (R2-1) sign and a WHEN FLASHING (S4-4) plaque (see Figure 7B-3).

Guidance:

- 19 (DE Revision) *On state-maintained roads, the use of Speed Limit Sign Beacons requires approval from DelDOT Traffic.*

Section 7B.16 Reduced School Speed Limit Ahead Sign (S4-5, S4-5a)

Guidance:

- 01 *A Reduced School Speed Limit Ahead (S4-5, S4-5a) sign (see Figure 7B-1) should be used to inform road users of a reduced speed zone where the speed limit is being reduced by more than 10 mph, or where engineering judgment indicates that advance notice would be appropriate.*

Standard:

- 02 **If used, the Reduced School Speed Limit Ahead sign shall be followed by a School Speed Limit sign or a School Speed Limit assembly.**
- 03 **The speed limit displayed on the Reduced School Speed Limit Ahead sign shall be identical to the speed limit displayed on the subsequent School Speed Limit sign or School Speed Limit assembly.**

Section 7B.17 Parking and Stopping Signs (R7 and R8 Series)

Option:

- 01 Parking and stopping regulatory signs may be used to prevent parked or waiting vehicles from blocking pedestrians' views, and drivers' views of pedestrians, and to control vehicles as a part of the school traffic plan.

Support:

- 02 Parking signs and other signs governing the stopping and standing of vehicles in school areas cover a wide variety of regulations. Typical examples of regulations are as follows:

- A. No Parking X:XX AM to X:XX PM School Days Only,
- B. No Stopping X:XX AM to X:XX PM School Days Only,
- C. XX Min Loading X:XX AM to X:XX PM School Days Only, and
- D. No Standing X:XX AM to X:XX PM School Days Only.

- 03 Sections 2B.46, 2B.47, and 2B.48 contain information regarding the signing of parking regulations in school zone areas.

Section 7B.18 Flashing Beacons at School Crossings (DE Revision)

Option:

- 01 (DE Revision) Flashing yellow beacons may be installed to supplement standard school signing and markings for the purpose of providing advanced warning during specified times of operation when justified.
- 02 (DE Revision) A flashing yellow beacon may be justified when ALL of the following conditions are fulfilled:

1. At least 40 school pedestrians use the crossing during each of any two hours (not necessarily consecutive) of a normal school day;
2. The crossing is at least 600 ft from the nearest alternate crossing controlled by traffic signals, stop signs or crossing guards;
3. The vehicular volume through the crossing exceeds 200 vehicles per hour in urban areas or 140 vehicles per hour in rural areas during the same hour the students are going to and from school during normal school hours; and
4. The critical approach speeds exceeds 35 mph or the approach visibility is less than the stopping sight distance.

CHAPTER 7C. MARKINGS

Section 7C.01 Functions and Limitations

Support:

- 01 Markings have definite and important functions in a proper scheme of school area traffic control. In some cases, they are used to supplement the regulations or warnings provided by other devices, such as traffic signs or signals. In other instances, they are used alone and produce results that cannot be obtained by the use of any other device. In such cases they serve as an effective means of conveying certain regulations, guidance, and warnings that could not otherwise be made clearly understandable.
- 02 Pavement markings have some potential limitations. They might be obscured by snow, might not be clearly visible when wet, and might not be durable when subjected to heavy traffic. In spite of these potential limitations, they have the advantage, under favorable conditions, of conveying warnings or information to the road user without diverting attention from the road.

Section 7C.02 Crosswalk Markings

Guidance:

- 01 *Crosswalks should be marked at all intersections on established routes to a school where there is substantial conflict between motorists, bicyclists, and student movements; where students are encouraged to cross between intersections; where students would not otherwise recognize the proper place to cross; or where motorists or bicyclists might not expect students to cross (see Figure 7A-1).*
- 02 *Crosswalk lines should not be used indiscriminately. An engineering study considering the factors described in Section 3B.18 should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign.*
- 03 *Because non-intersection school crossings are generally unexpected by the road user, warning signs (see Sections 7B.11 and 7B.12) should be installed for all marked school crosswalks at non-intersection locations. Adequate visibility of students by approaching motorists and of approaching motorists by students should be provided by parking prohibitions or other appropriate measures.*

Support:

- 04 Section 3B.18 contains provisions regarding the placement and design of crosswalks, and Section 3B.16 contains provisions regarding the placement and design of the stop lines and yield lines that are associated with them. Provisions regarding the curb markings that can be used to establish parking regulations on the approaches to crosswalks are contained in Section 3B.23.

Section 7C.03 Pavement Word, Symbol, and Arrow Markings

Option:

- 01 (DE Revision) If used, the SCHOOL word marking may extend to the width of two approach lanes in one direction (see Figure 7C-1).

Guidance:

- 01A (DE Revision) *Pavement word and symbol markings should not extend beyond the centerline, if present, into the opposing direction of travel.*
- 01B (DE Revision) *When installed in a single lane with a width of 10.5 feet or greater, the SCHOOL word marking should consist of 16 inch wide by 96 inch high letters, separated by 4 inch spaces (see Figure 7C-1).*
- 01C (DE Revision) *When installed in a single lane with a width less than 10.5 feet, the SCHOOL word marking should consist of 12 inch wide by 72 inch high letters, separated by 3 inch spaces (see Figure 7C-1).*
- 02 *If the two-lane SCHOOL word marking is used, the letters should be 10 feet or more in height.*
- 02A (DE Revision) *The SCHOOL word marking should be placed at the same location of the School Speed Limit sign approaching the school zone. If no School Speed Limit sign is present, the SCHOOL word marking should be placed at the same location of the School Zone (S1-1) sign approaching the school zone.*

Support:

03 Section 3B.20 contains provisions regarding other word, symbol, and arrow pavement markings that can be used to guide, warn, or regulate traffic.

Section 7C.04 Stop Lines (DE Revision)

Support:

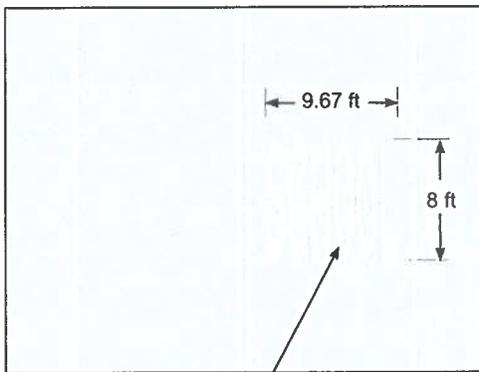
01 (DE Revision) Section 3B.16 contains provisions regarding the placement, design, and appropriate use of stop lines.

Guidance:

02 (DE Revision) Stop lines should not be installed along uncontrolled approaches in school areas for the sole purpose of indicating stopping points for motorists when crossing guards are present.

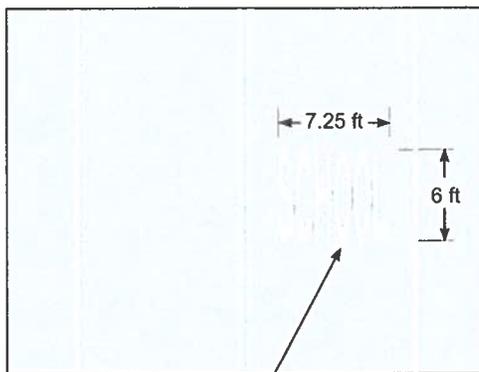
**Figure 7C-1. One & Two-Lane Pavement Marking of "SCHOOL"
(Delaware Revision)**

One-Lane (≥ 10.5 ft lane width)



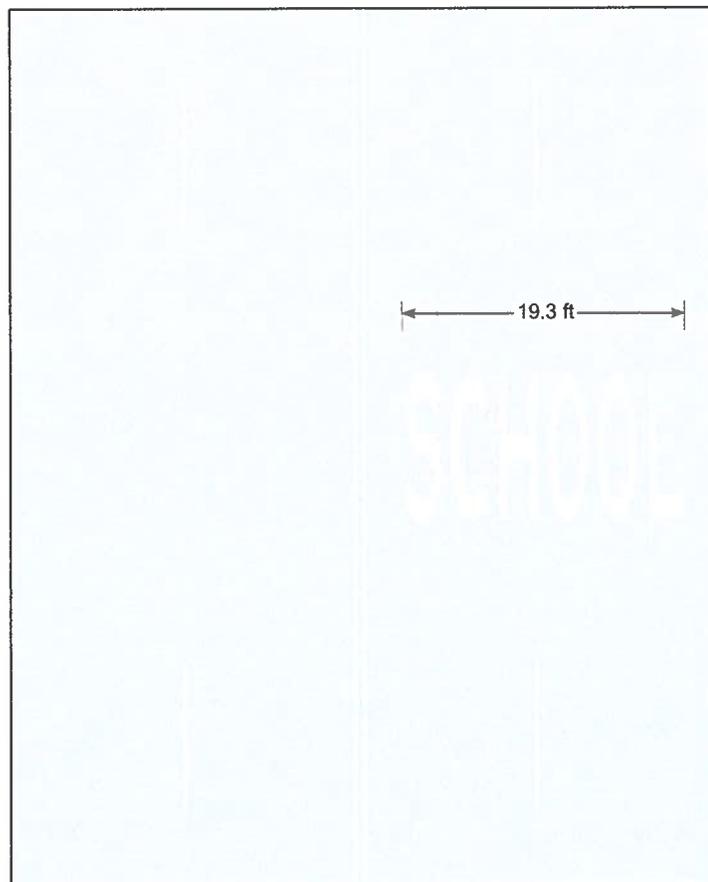
16" x 96" Letters,
4" spacing between letters

One-Lane (< 10.5 ft lane width)



12" x 72" Letters,
3" spacing between letters

Two-Lane



10 ft

CHAPTER 7D. CROSSING SUPERVISION

Section 7D.01 Types of Crossing Supervision

Support:

- 01 There are three types of school crossing supervision:
 - A. Adult control of pedestrians and vehicles by adult crossing guards,
 - B. Adult control of pedestrians and vehicles by uniformed law enforcement officers, and
 - C. Student and/or parent control of only pedestrians with student and/or parent patrols.
- 02 Information regarding the organization, administration, and operation of a school safety patrol program is contained in the “AAA School Safety Patrol Operations Manual” (see Section 1A.11).

Section 7D.02 Adult Crossing Guards

Option:

- 01 Adult crossing guards may be used to provide gaps in traffic at school crossings where an engineering study has shown that adequate gaps need to be created (see Section 7A.03), and where authorized by law.

Section 7D.03 Qualifications of Adult Crossing Guards

Support:

- 01 High standards for selection of adult crossing guards are essential because they are responsible for the safety of and the efficient crossing of the street by schoolchildren within and in the immediate vicinity of school crosswalks.

Guidance:

- 02 *Adult crossing guards should possess the following minimum qualifications:*
 - A. *Average intelligence;*
 - B. *Good physical condition, including sight, hearing, and ability to move and maneuver quickly in order to avoid danger from errant vehicles;*
 - C. *Ability to control a STOP paddle effectively to provide approaching road users with a clear, fully direct view of the paddle's STOP message during the entire crossing movement;*
 - D. *Ability to communicate specific instructions clearly, firmly, and courteously;*
 - E. *Ability to recognize potentially dangerous traffic situations and warn and manage students in sufficient time to avoid injury.*
 - F. *Mental alertness;*
 - G. *Neat appearance;*
 - H. *Good character;*
 - I. *Dependability; and*
 - J. *An overall sense of responsibility for the safety of students.*

Section 7D.04 Uniform of Adult Crossing Guards

Standard:

- 01 **Law enforcement officers performing school crossing supervision and adult crossing guards shall wear high-visibility retroreflective safety apparel labeled as ANSI 107-2004 standard performance for Class 2 as described in Section 6E.02.**

Section 7D.05 Operating Procedures for Adult Crossing Guards

Standard:

- 01 **Adult crossing guards shall not direct traffic in the usual law enforcement regulatory sense. In the control of traffic, they shall pick opportune times to create a sufficient gap in the traffic flow. At these times, they shall stand in the roadway to indicate that pedestrians are about to use or are using the crosswalk, and that all vehicular traffic must stop.**

Guidance:

- 01A (DE Revision) Adult crossing guards should understand how to effectively control traffic, balancing the demands of all road users.
- 01B (DE Revision) Adult crossing guards should be aware of the impact their control can have on the flow of traffic on the main road.
- 01C (DE Revision) Adult crossing guards should not keep traffic stopped on the main road for an unreasonable length of time.
- 01D (DE Revision) Adult crossing guards at signalized intersections should utilize existing pedestrian pushbutton controls and should not manually control traffic movements at the traffic signal.

Standard:

- 02 **Adult crossing guards shall use a STOP paddle. The STOP paddle shall be the primary hand-signaling device.**
- 03 **The STOP (R1-1) paddle shall be an octagonal shape. The background of the STOP face shall be red with at least 6-inch series upper-case white letters and border. The paddle shall be at least 18 inches in size and have the word message STOP on both sides. The paddle shall be retroreflectorized or illuminated when used during hours of darkness.**

Option:

- 04 The STOP paddle may be modified to improve conspicuity by incorporating white or red flashing lights on both sides of the paddle. Among the types of flashing lights that may be used are individual LEDs or groups of LEDs.
- 05 The white or red flashing lights or LEDs may be arranged in any of the following patterns:
- A. Two white or red lights centered vertically above and below the STOP legend,
 - B. Two white or red lights centered horizontally on each side of the STOP legend,
 - C. One white or red light centered below the STOP legend,
 - D. A series of eight or more small white or red lights having a diameter of 1/4 inch or less along the outer edge of the paddle, arranged in an octagonal pattern at the eight corners of the STOP paddle (more than eight lights may be used only if the arrangement of the lights is such that it clearly conveys the octagonal shape of the STOP paddle), or
 - E. A series of white lights forming the shapes of the letters in the legend.

Standard:

- 06 **If flashing lights are used on the STOP paddle, the flash rate shall be at least 50, but no more than 60, flash periods per minute.**

NTB# 4
1/23/18

CITY OF SEAFORD

EMPLOYMENT AGREEMENT

City of Seaford, a political subdivision of the State of Delaware (“Employer”), and Charles D. Anderson (“Employee”) hereby enter into this Employment Agreement (the “Agreement”) effective on March 1, 2018 (the “Effective Date”).

1. Employment.

- (a) **Duties.** Employer hereby employs Employee in the position of City Manager. Employee will render business and professional services to Employer in the performance of his duties consistent with his position as defined by the Municipal Charter, City of Seaford policy, the City Manager job description and any other applicable Delaware law.
- (b) **Obligations.** During the Term of Employment, Employee will perform his duties faithfully and to the best of his ability. Employee will fulfill his fiduciary obligations as City Manager of Employer and otherwise abide by this Agreement. Employer will provide Employee with working conditions, an appropriate office environment and the emoluments of employment consistent with and suitable for the position of City Manager and will otherwise comply with the terms of this Agreement.

- 2. **Term of Employment.** The term of this Agreement shall be one (1) year from the Effective Date as set forth above and terminating at midnight on March 1, 2019 (the “Term”). This Agreement shall automatically renew at the end of the Term for a Renewal Term as set forth below in this Paragraph, unless either party provides the other written notice of non-renewal ninety (90) days in advance of the date of expiration of the Term of the Agreement. If notice of non-renewal is not given as provided in this Paragraph, this Agreement shall thereafter renew for successive terms of one (1) year (“Renewal Term”) until such time as either party gives the other written notice of nonrenewal of the Agreement ninety (90) days in advance of the date of expiration of any Renewal Term of the Agreement.

3. Compensation.

- a. **Base Salary.** Employee’s base salary (“Base Salary”) at the Effective Date shall be \$125,000 per year. Employee will receive a performance evaluation by the Mayor and City Council on April 30th annually. Employer, in its discretion, may also adjust Employee’s base salary on a periodic basis in consideration of Employee’s merit, performance and increased

responsibilities. Base Salary shall be paid periodically to Employee in accordance with the Employer's normal payroll practices.

- b. **Annual Evaluation.** Employer shall evaluate Employee's performance in writing annually by and through the Mayor and City Council based on metrics determined by City Council and the Employee. The written evaluation shall be completed by April 30th each year.
4. **Employee Benefits.** During the Term of Employment, Employee shall be entitled to participate in the employee benefit plans currently and hereafter maintained by Employer of general applicability to employees of Employer, including, without limitation, Employer's group medical and dental insurance, disability and life insurance, pension and other employee benefit programs. In addition, during the initial and any Renewal Term of this Agreement, Employee shall receive use of an automobile in accordance with the current practice.
5. **Termination for Cause.** The Employer may terminate this Agreement for cause if Employee engages in any of the following acts: (i) a material breach of this Agreement, willful and persistent misconduct, insubordination, neglect or non-performance of duties, provided that Employee shall be given written notice of any alleged breach, misconduct, or other acts on which Employer relies as cause under this subparagraph and an opportunity to cure within a reasonable time that shall not be less than thirty (30) days; (ii) dishonesty of a material nature such as theft or embezzlement of Employer funds or assets; (iii) conviction of, or guilty plea or a no contest plea, to a felony charge or any misdemeanor involving moral turpitude; or (iv) intentional or willful noncompliance in any material respect with any laws or regulations affecting Employer's operation.
6. **Voluntary Resignation for Good Cause.** Employee may voluntarily resign his employment for Good Cause. "Good Cause" shall mean the following: (1) Demotion of Employee from the position of City Manager or a substantial decrease in responsibility, duties, or rank-within the Employer's organization; (2) Employer's failure to pay compensation due Employee, including Base Salary and/or benefits, or to provide reasonable periodic increases in base salary at Council's discretion as provided in this Agreement, or (3) any other material breach of this Agreement or reason justifying his resignation.
7. **Assignment.** This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Employee upon Employee's death and (b) any successor of Employer. Any such successor of Employer will be deemed substituted for Employer under the terms of this Agreement for all purposes. For this purpose, "successor" means any governmental entity, federal, state, or local created

corporation or other political subdivision, or private entity that at any time, whether by statute, ordinance, purchase, merger or otherwise, directly or indirectly acquires all of substantially all of the assets or business of Employer. None of the rights of Employee to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Employee's right to compensation or other benefits will be null and void.

8. **Indemnification:** Except as provided below, Employer will indemnify and hold Employee harmless from any and all liabilities, losses, damages, causes of action, and claims made against him in his official or individual capacity in the course and within the scope of Employee's employment provided that any such claim does not result from Employee's willful and intentional violation of law or Employer policies. Such indemnification shall include all expenses, including, but not limited to, reasonable attorneys' fees and court costs. Employer's obligation under this paragraph shall not apply in the event that (i) the claims, liabilities, losses, damages, causes of action and expenses are the result of matters that are purely personal in nature and do not relate to or arise from City of Seaford business or Employee's position as City Manager (ii) the Employee has failed to promptly notify the Employer of any claim made or litigation filed against him; or (iii) the Employee has settled or compromised the claim or litigation as to him without Employer's prior written consent. Employee shall, as a condition precedent to receipt of such indemnification, cooperate with Employer and its legal counsel in the defense of any related action, claim or proceeding. This obligation shall survive the expiration or termination of this Agreement.
9. **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.
10. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreement whether written or oral. No waiver, alteration, or modification of any of the provision of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.
11. **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
12. **Governing Law.** This Agreement shall be constructed and interpreted in accordance with, and governed by, the laws of the State of Delaware, exclusive of Delaware conflicts of law, principals.

13. **Employer Acknowledgement.** The City of Seaford acknowledges that this Agreement has been reviewed and approved by the Mayor and City Council, and the Seaford City Council deems this Agreement reasonable and fair to Employer and Employee.
14. **Employee Acknowledgement.** Employee acknowledges that he is aware of and has exercised his right to consult with an attorney of his own choosing regarding the contents and consequences of this Agreement prior to its execution. Employee represents and warrants that he understands the terms and condition of this Agreement and that he knowingly and voluntarily entered into this Agreement in exchange for the compensation, benefits, and other consideration provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Agreement this ___ day of _____, 2018.

CITY OF SEAFORD:

By: _____
David C. Genshaw
Mayor

Attest: _____

EMPLOYEE:

By: _____

NP 5
1/23/18

ADKINS MANAGEMENT- HOOPER'S LANDING GOLF COURSE AGREEMENT

AGREEMENT made the _____ day of _____, 2018, in the County of Sussex, State of Delaware, by and between ADKINS MANAGEMENT COMPANY (hereinafter "Adkins"), a Delaware corporation, having a mailing address of P.O. Box 316, Milford, Delaware 19963, and the CITY OF SEAFORD, DELAWARE, (hereinafter "Seaford"), a Delaware municipality located in Sussex County formed pursuant to the laws of the State of Delaware, having a mailing address of PO Box 1100, 414 High Street, Seaford, Delaware 19973.

WHEREAS, Seaford is the owner of certain lands situated in the City of Seaford, State of Delaware, known as Hooper's Landing Golf Course (hereafter "Course");

WHEREAS, the Course consists of a golf course, pro shop, cart storage building, driving range, and pro shop/concession stand; and

WHEREAS, Seaford is desirous of continuing a contract for the management of the above described Course;

WHEREAS, Adkins is desirous of managing, operating and maintaining the said Course.

NOW, THEREFORE, the parties agree as follows:

Section 1: Premises

Seaford hereby contracts with Adkins in accordance with the terms and conditions set forth herein for the management of those certain premises located in the City of Seaford, County of Sussex, State of Delaware, and further described as Hooper's Landing Golf Course, 1019 West Locust Street, Seaford, Delaware 19973.

The term "premises" shall refer to the above described land and any improvements and structures thereon unless otherwise stated herein.

Section 2: Term

The term of this agreement shall commence on the 1st day of July, 2018 and expire on the 30th day of June, 2021. At the expiration of the term, this agreement shall be renewed automatically on a month-to-month basis and may be terminated by either party by giving not less than ninety (90) days notice in writing to the other party.

Section 3: Compensation

A. *Compensation Terms*

Seaford will pay Adkins \$12,642 per month ; pay the electric bill; continue to provide property and liability insurance coverage; continue to pay the mortgage on the lands; continue to pay for merchandise in the pro shop; and pay for major building and equipment repairs in excess of \$3,000 provided Seaford has given its prior approval;

Adkins will receive all income earned in the pro shop and golf course up to \$550,000; income between \$550,000 and \$700,000 will be split with Seaford on a 50/50 basis; income over \$700,000 will be split with Seaford on a 60% Seaford and 40% Adkins basis; continue to operate and receive all revenues from the concessions; Adkins and Seaford to split cart repairs and battery replacement costs; and Adkins to provide Seaford monthly income reports to the Director of Finance.

B. *Accounting and Inspection*

Adkins shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers in accordance with generally accepted accounting

principals that properly and accurately reflect the amounts of revenues and expenses received or paid by or on behalf of Adkins in furtherance of this agreement. Seaford shall have the right at any time at a reasonable hour and upon reasonable notice to Adkins to inspect, review and verify such books, records, journals, accounts and ledgers for purposes of determining the parties' rights, obligations and duties under this agreement. In the event a dispute arises with regard to such books, records, journals, accounts and ledgers as they relate to the parties' duties and obligations under this agreement, the parties shall share equally the cost of obtaining an independent accountant to review the books, records, journals, accounts and ledgers and the said independent accountant's findings shall be binding on the parties. An independent accountant shall be someone who has no prior business affiliation with either party, but whom the parties mutually agree upon. Should the parties not be able to agree, their respective accountants shall choose the independent accountant.

Section 4: Maintenance of Golf Course and Facilities

A. *Golf Course*

Adkins shall keep and maintain the golf course, its irrigation systems, including the pump house, the trees, the shrubs, the greens, the fairways, and other turf in as good a condition or better than they were in the beginning of the term of this agreement, ordinary wear and tear, force majeure and damages caused by Seaford, its agents or employees excepted. Adkins shall be responsible for caring for the golf course in season and during the off-season months in all ways, including performing all work reasonably necessary to keep the course in good condition in accordance with generally accepted greens keeping and golf course methods for the geographical area.

Attached hereto as Schedule A is an itemization of the golf course services to be provided.

B. *Facilities and Structures*

Adkins shall keep and maintain all structures and facilities of any kind located on the premises, including, but not limited to, any food service or concession areas, the pro shop, the senior center grounds, and the parking lot in as good a condition or better than they were at the beginning of the term of this agreement, ordinary wear and tear, force majeure and damages caused by Seaford, its employees and agents excepted. Provided, however, Adkins shall not be responsible for the care and maintenance of the swimming pool and adjacent pool facility on the premises.

C. *Repairs and Improvements*

In the event that it becomes necessary to perform any repairs or make any improvements to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford to perform such work at its expense. To the extent that repairs are required to the golf course or facilities maintained by Adkins, Seaford agrees to contract with Adkins to perform such repairs. However, any single repair or improvement that is required due to damages proximately caused by the negligence, acts or omissions of Adkins, its agents and employees, shall remain the responsibility of Adkins and such work shall be performed by Adkins, its agents, assigns or employees, at its sole expense. Adkins shall promptly report any conditions concerning the premises that, in the opinion of Adkins, requires the attention of Seaford.

For purposes of this section of the agreement, a repair job or improvement to be paid by Seaford shall consist of any damage caused by an act of nature, damages not

covered by insurance, or pre-approved repairs or improvements deemed necessary by Seaford that costs more than Three Thousand Dollars (\$3,000.00). In the event that Adkins can perform the labor required for the repairs, the calculation of cost shall include both materials and labor. Seaford shall be obligated to pay Adkins for any repairs or improvements in addition to the compensation provided for herein. If any repairs are covered by insurance, Adkins shall be entitled to the proceeds paid by the insurance carrier provided Adkins has done the repairs. If Seaford has had the repairs done, then Seaford is entitled to the proceeds.

D. ***Labor***

Adkins shall be responsible for all labor, supplies and materials reasonably necessary to assure the proper condition of the greens, tees, fairways, trees, shrubs, irrigation systems, or the like, as well as any buildings, structures, or other similar improvements erected upon the premises, including, but not limited to, the clubhouse, pro shop, the parking lot, and any restaurant or food and beverage concession areas located on the premises, provided, however, such responsibility does not include the swimming pool or the associated building and bathrooms. Adkins shall employ, discharge, and supervise all employees or contractors required for the efficient operation and maintenance of the premises, including staff for the pro shop and the on-course food and beverage cart. All personnel, except contractors and employees of independent contractors, shall be the employees of Adkins. Adkins shall pay the salaries and benefits of all such employees and, to the extent that it may be required to hire independent contractors, pay all charges for services rendered by independent contractors and employees of independent contractors.

Section 5: Equipment and Leases

Adkins shall be responsible for providing all equipment or leases necessary to carry out the terms of this agreement. In the event Seaford determines during the three (3) year term of this lease that the golf course is not economically feasible and decides that it will discontinue the golf course, or for any reason terminates this agreement, then and in such event, Seaford shall pay to Adkins the balance of lease payments on any golf course equipment leased for purposes of this agreement less any salvage value paid to Adkins.

Section 6: Labor Expenses

Where required to provide labor pursuant to this agreement, Adkins shall be responsible for the payment of all labor-related expenses, including, but not limited to, all insurance, taxes, unemployment compensation, gross receipt taxes and any other withholding that may be required by state, federal, or local laws, regulations, rules, statutes or otherwise. Adkins shall indemnify and hold harmless Seaford against any liability or losses due to Adkins' failure to pay any such expenses.

Section 7: Utility Charges

Where required pursuant to this agreement, to maintain or operate any aspect of the premises or any activity thereon, including, but not limited to, the pro shop, food and beverage concessions, or the like, Seaford shall be responsible for the payment of all utility charges. Seaford shall indemnify and hold harmless Adkins against any liability or losses due to Seaford's failure to pay any such expenses.

Section 8: Food and Pro Shop Concessions

A. ***Food and Beverage***

Adkins shall operate food and beverage services in the concession stand and with an on-course beverage cart on the premises and on behalf of Seaford. Adkins will obtain, if possible, a liquor license so alcoholic beverages may be served in the concession stand and from the on-course beverage cart. Adkins shall supply all labor, materials and equipment reasonably necessary to assure the proper maintenance and operation of all food and beverage services within the premises. Provided, however, Adkins will not be responsible for food and beverage service in the senior center or pool facilities. All expenses incurred for cost of goods sold shall be the sole responsibility of Adkins. The term "cost of goods sold" shall be defined in accordance with generally accepted accounting principals. All revenues generated by the operation of food and beverage services provided by Adkins within the premises shall inure to the benefit of Adkins.

B. *Pro Shop*

Adkins shall maintain and operate the pro shop on the premises and shall supply all labor, materials and equipment reasonably necessary to assure the proper maintenance and operation of the pro shop within in the premises. Attached as Schedule B is a list of services included. Such labor shall include the hiring of a golf pro. All expenses incurred for cost of goods sold shall be the sole responsibility of Seaford. The term "cost of goods sold" shall be defined in accordance with generally accepted accounting principals. All revenues generated by the operation of the pro shop shall inure to the benefit of Adkins and such revenues shall be deposited in a bank account specifically designated by Adkins. Adkins shall be entitled to all revenues from the pro shop on the condition the Agreement remains in effect. Otherwise Seaford will

receive all revenues and direct the deposits to its designated account. Provided, however, any fees payable to the golf pro for private lessons shall be payable solely to the golf pro and not to Adkins or Seaford.

Section 9: Revenues and Profits

Except for the compensation provided for in Section 3 and Section 8 of this agreement, Adkins shall not receive any revenues or profits for the operation of its activities as set forth in this agreement.

Section 10: Advertising and Promotion

Any and all advertising, promotion or the like shall remain the exclusive responsibility of Adkins, its agents and assigns. Seaford will provide \$7,500 towards Adkins advertising which will be paid on a 50/50 basis.

Section 11: Insurance, Taxes and Miscellaneous Expenses

A. *Liability Insurance*

Seaford shall carry bodily injury, property damage, and personal injury public liability insurance in limits of not less than \$2,000,000.00. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by Seaford on the property shall be extended at the expense of Seaford to insure and indemnify Adkins as well as Seaford by the appropriate endorsement of all policies evidencing such insurance, as follows:

“Adkins Management Company is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Adkins Management Company.” Seaford shall indemnify and hold harmless

Adkins from any losses or liabilities arising from the failure of Seaford to maintain the insurance required herein.

B. Taxes

Seaford as property owner is exempt from all real estate property taxes. Seaford would have no other tax responsibilities.

C. Miscellaneous Expenses

All professional fees and banking fees are the sole responsibility of Adkins related to their collection of revenues. Seaford shall be responsible for all debt service and interest on the property which is the sole and exclusive responsibility of Seaford. Additionally, all range expenses, which include, but are not limited to, golf balls, tees, tee mats and the like, shall remain the sole and exclusive responsibility of Adkins.

Section 12: Default and Termination

In the event of default by either party, the defaulting party shall have thirty (30) days upon receiving written notice of such default from the non-defaulting party to cure it. If upon expiration of the thirty (30) days the default has not been cured, the non-defaulting party may, at its option, by further written notice to the defaulting party, declare this contract to be terminated, null and void. Upon termination of this contract for any reason, Adkins shall be entitled to payment for all amounts earned and due pursuant to Section 3 and Section 8 of this agreement. In the event that any payment required under Section 3 and Section 8 of this agreement is not paid in full within thirty (30) days of its due date, Adkins may immediately suspend its obligations and duties under this agreement, while awaiting such default to be cured by Seaford according to the terms stated herein.

Section 13: Assignment

Adkins may not assign or otherwise transfer its obligations under this agreement without the prior written consent of Seaford. Any attempt to assign or otherwise transfer the obligations and duties under this agreement without such consent shall be null and void. Seaford may assign this agreement to any bona fide purchaser in which case all terms and conditions herein shall be binding on such purchaser.

Section 14: Notice and Authority

Any notice required to be given under this agreement shall be given to the parties in the following manner:

A. Notices to Adkins shall be sent by certified mail to Chris Adkins, P.O. Box 316, Milford, Delaware 19963.

B. Notices to Seaford shall be sent by certified mail to the City Manager, PO Box 1100, and 414 High Street, Seaford, Delaware 19973.

Section 15: Modification and Amendment

This agreement may be modified or amended only upon the mutual agreement of the parties, in writing, and fully executed.

Section 16: Final Agreement

This contract constitutes the entire agreement of the parties with regard to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

Section 17: Compliance with Laws and Regulations

Adkins and Seaford shall comply with all applicable state, federal, local or municipal laws, regulations, rules, ordinances, statutes or the like in carrying out its duties, obligations and operations under this agreement.

Section 18: Licensing

Adkins shall at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by Adkins on behalf of Seaford.

Section 19: Force Majeure

In the event of damages by fire, casualty, vandalism, natural disaster, act of force majeure, condemnation or any other cause whatsoever so as to render the premises unfit for the purposes of this contract, this agreement shall automatically terminate.

Section 20: Bankruptcy

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either party, or if either party enters into a composition agreement with creditors, either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Section 21: Independent Contractor

Adkins is an independent contractor and not an employee or owner for any purpose herein. Furthermore, nothing in this agreement shall be construed so as to limit the ability of Adkins to contract with other golf courses or properties for the provision of services similar to those set forth herein.

Section 22: No Property Interest Created

Nothing in this agreement shall be deemed to create or shall be construed as creating in Adkins any property interest in or to the property.

Section 23: Attorney's Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and attorney's fees.

Section 24: Effect of Partial Invalidity

Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law or equity, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this agreement. Rather, only the invalid portion of the agreement shall be deemed severed and all other terms shall be valid and binding on the parties.

Section 25: Choice of Law

This agreement has been made and entered into in the State of Delaware and the laws of such State shall govern the validity and interpretation of this agreement and performance due hereunder.

IN WITNESS WHEREOF, the parties have executed this Golf Course Management Agreement on the date and at the location first stated above.

ATTEST:

ADKINS MANAGEMENT COMPANY

Secretary

William C. Adkins, President (SEAL)

WITNESS:

CITY OF SEAFORD, DELAWARE

_____ By: _____ (SEAL)
David Genshaw, Mayor

_____ By: _____ (SEAL)
Charles D. Anderson, Asst. City Manager

Schedule A

Golf Course Maintenance List of Services

Fertilization and soil amendments

- Yearly soil testing and development of nutrient management plan.
- Fertilizer and amendments to be applied consistent with recommendations from nutrient management plan and soil tests.
- These products will be used to maintain optimum playing conditions.

Pesticide and other applications to all primary use areas

- All applications to be performed by licensed applicators.
- Crabgrass prevention
- Grub and insect control
- Broadleaf weed control
- Fungicide applications as necessary
- Growth regulator applied to greens to improve density, wear tolerance and decrease water requirements

Mowing schedule in season

- Greens mowed daily or as necessary at a height of 1/8 inch to achieve an average Stemp meter reading of 9.5-10.5 and to maintain appearance and playability
- Greens will be rolled as necessary to maintain speed
- Fairways and tees mowed three times a week or as necessary at 1/2 inch
- Intermediate rough will be kept at 1 1/2 inches
- Rough mowed once or twice a week or as necessary at 3 inches
- Remote areas to be mowed as needed

Landscape and flower beds

- Supply the plantings and materials
- Provide labor for planting, mulching and general maintenance
- Maintain aesthetics (weeding, trash, trimming, etc.)
- Adkins Management will use their own greenhouse to grow plants

Bunkers

- Bunkers will be worked 2 to 3 times a week dependent on weather and play
- Machine worked with hand raked edges

Hole Positions

- Cups will be changed before all tournaments
- Cups will be changed after every 200 rounds approximately every other day in season

Golf Course Maintenance List of Services (continued)

Aerification

- Aerification to be performed in early spring and fall if necessary
- Aerification will be scheduled at these times to minimize loss of revenue
- Depending on the condition of the course, amendments such as sand or compost may need to be introduced at this time to improve the composition of the soil and health of the turf.

Seeding

- The course will be over seeded where necessary each fall to insure that proper playing conditions are maintained.

Ponds

- Water will be treated to control algae and nuisance plants
- In the event of severe mosquito infestation, we have capabilities to fog the entire area.

Schedule B

Professional Shop Operations List of Services and Benefits

There are many parts to any golf operation and Adkins Management will continue to assist the City of Seaford in the many decisions and processes. Along with providing all the labor for the golf shop, below is a list of services that we will provide under the proposed management fee.

- Budgets and forecasts
- Advisement for capital improvements and expenses
- Golf instructional programs (First Tee, Junior, Senior, Ladies, etc.)
- Policies and procedures
- Merchandising
- Computer and software selections
- Financial controls
- Advertising and promotional plans
- Golf course improvements
- Clubhouse design and function
- Membership programs
- Training of professional staff
- Selection of specialized services
- Internet sales, website development and email blasts
- Development of day-to-day operational plan
- Customer service and public relations
- Pace of play issues
- Golf packaging and outings

N.B.3
1-9-18
1-23-18

ORDINANCE #2018-01

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 15, Division 4; Design Standards - Commercial and Industrial Districts of the Municipal Code of Seaford, Delaware relating to Zoning, in the manner following, to wit:

Chapter 15 of the Municipal Code of Seaford, Delaware is hereby amended by adding a new language to Division 4 - Design Standards - Commercial and Industrial Districts to include R-3 High Density Residential Districts as shown on the following page.

	First Reading Date
	Second Reading Date & Adoption
	Advertisement Date
	Effective Date of Ordinance

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

Division 4. Design Standards – Commercial, Industrial and R-3 High Density Residential Districts.