

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
November 11, 2025
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube:
<http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website:
www.seafordde.com/government/mayor_council/council_agendas_minutes

Comments and questions may be emailed to:
Councilinfo@seafordde.com

7:00 P.M. Mayor MacCoy calls the Regular Meeting to order.
Invocation
Pledge of Allegiance to the Flag of the United States of America.
Changes to the agenda for this meeting.
Executive Session:
1. Negotiations, Preliminary discussions of site acquisitions or sales/leases of real property.
Approval of the minutes of the regular meeting on October 28, 2025.

Katie Hickey, Parks and Recreation Superintendent to introduce DaShaun Griffin who was recently hired in the Parks Department.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Present for approval a new Hoopers Landing Golf Course Management Agreement.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

November 11, 2025

2. Jeff Walton and Robert Wright with Gallagher Benefit Services, Inc., the City actuary consultants to present the pension valuation report and to present the Experience Study results and plan impacts.
3. Trisha Newcomer, Director of Economic Development and Community Relations to recommend a new workforce housing economic development incentive and the elimination of tap fee waiver program.
4. Berley Mears, Director of Public Works, to present a request to increase sewer impact fees to address additional debt service related to the WWTP expansion project.
5. Present for approval a draft fee and rate schedule that would increase sewer impact fees and revise sewer tap fees, effective July 1, 2026.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Veterans Day Ceremony, Kiwanis Park, November 11, 2025, at 11 a.m.
2. Western Sussex Chamber awards dinner, Laurel Fire Hall, 10th Street, 5:00 -7:00 p.m., November 12, 2025.
3. Annual Caroling in the Park event, Monday, December 1st at 7p.m. in Gateway Park.

LIAISON REPORTS:

1. Code, Parks and Recreation - Councilwoman Stephanie Grasset
2. Police & Fire - Councilman Dan Henderson
3. Administration - Councilman Orlando Holland
4. Electric - Councilman Mike Bradley
5. Public Works & WWTF - Councilman Alan Quillen

Mayor MacCoy solicits a motion to hold an Executive Session for the purpose of discussing negotiations.

EXECUTIVE SESSION:

1. Negotiations, Preliminary discussions of site acquisitions or sales/leases of real property.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

November 11, 2025

Mayor MacCoy solicits a motion to adjourn the Executive Session.

Mayor MacCoy reopens the regular Council meeting.

City Council to act on items discussed in Executive Session

Mayor MacCoy solicits a motion to adjourn 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: 11/03/2025

Posted by: BAS

Hooper's Landing
Contract Renewal
July 1, 2026

Adkins Management would like to present two proposals for renewal of our current contract. The only difference in the two proposals is the length of the term. We would prefer a 7-year term to coincide with the proposed greens renovation described below. If that term is unacceptable, we would like to continue with the same term of the current contract which is 5 years. Both proposals would implement a small increase to the monthly fee that would be adjusted annually. All other responsibilities, duties and expenses of each party would remain the same as the current contract.

Greens Renovation

This last year was extremely difficult to maintain the desired greens conditions in the month of July. Going into July the course was in great condition and we were extremely pleased with the product we were presenting to our customers. Unfortunately, when the heat came in July it was also accompanied by extreme amounts of rain. This combination had undesirable effects on course conditions but specifically the green complexes on the original 9 holes. We decided that we needed to move up aerification which was earlier than desired but necessary to get grass growing again. It was determined that hole #3 could not be saved so we closed the green for renovation. Cooler and somewhat drier conditions arrived in August which helped encourage the new seed to grow. We are happy to say that we have seen great improvement in all areas of the course and hope to open the new #3 green soon.

To help with maintaining good conditions even when extreme weather comes, we want to continue to rebuild the greens on the original 9 holes. The pushup greens we have now have outlived their life expectancy and will continue to make things challenging. The biggest issue with the original greens is that they do not drain. So, when we do get the combination of heat and large amounts of precipitation the greens basically get steamed. If that continues over a few weeks you start to lose grass. There are seven greens left on the original 9 holes to rebuild. The thought would be to do one green a year and that is why we would prefer to do the 7-year term. Before we rebuild the next green, we would like to construct an extra hole that we could use when one of the original greens is being rebuilt. This extra hole would be a great addition and would help with this project but also if we ever want to make changes to other holes as well. All of this renovation would be at Adkins Management's expense.

Revised Monthly Fee

Over the last five years we have seen many increases in the expenses to manage and operate the golf course. The main increase we saw was in labor and the change of minimum wage from \$9.25 in 2021 to the current minimum wage of \$15.00. Of course this affected other expenses we have such as insurance, fertilizers, chemicals, repairs, equipment and more. Luckily golf course revenues have helped but we are starting to fall behind. Currently the monthly fee is \$12,642. We want to propose the following 4% monthly increase to our monthly fee each year.

Revised Monthly Fee (continued)

Year 1 - \$13,148.68

Year 2 - \$13,673.59

Year 3 - \$14,220.53

Year 4 - \$14,789.35

Year 5 - \$15,380.93

Year 6 - \$15,996.16

Year 7 - \$16,636.01

We believe this modest increase will help us keep pace with the continued increases we see each year. Thank you for the consideration of extending our contract. We enjoy working with the City of Seaford and hope this relationship continues long into the future.

EXISTING
Contract

ADKINS MANAGEMENT- HOOPER'S LANDING GOLF COURSE AGREEMENT

AGREEMENT made the 26 day of January, 2021, 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, 2021 and expire on the 30th day of June, 2026. 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 five (5) 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

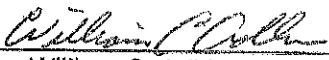
This agreement has been made and entered into in the State of Delaware and the laws of such State shall govern the validity and interpretation of this agreement and performance due hereunder.

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

ATTEST:

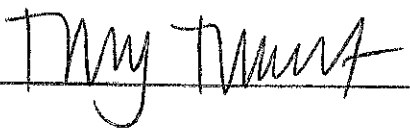
13
ADKINS MANAGEMENT COMPANY

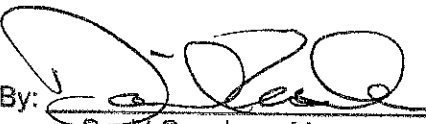

Secretary

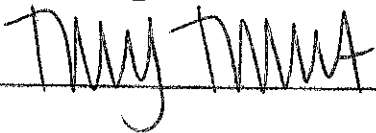
 (SEAL)
William C. Adkins, President

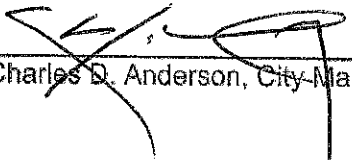
WITNESS:

CITY OF SEAFORD, DELAWARE



By:  (SEAL)
David Genshaw, Mayor



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

REVISED
CONTRACT

11/11/25
NBH/1

ADKINS MANAGEMENT- HOOPER'S LANDING GOLF COURSE AGREEMENT

AGREEMENT made the _____ day of _____, 2025, in the County of Sussex, State of Delaware, by and between ADKINS MANAGEMENT COMPANY (hereinafter "Adkins"), a Delaware corporation, having a mailing address of ~~27052 P.O. Broadkill Road, Milton, DE 19968 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, 202~~16~~⁴⁶ and expire on the 30th day of June, 20~~26~~³³. 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 \$~~132,149~~⁶⁴²~~13,148~~ 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. Seaford will increase the compensation annually at a rate of 4%, rounded up to the nearest whole dollar, -in accordance with following schedule:

Year 2 = \$13,674

Year 3 = \$14,221

Year 4 = \$14,7~~8~~⁹90

Year 5 = \$15,38~~2~~⁴

Year 6 = \$15,99~~8~~⁶

Year 7 = \$16,63~~8~~⁶;

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.

Greens Renovation

Due to extreme weather events, Adkins initiated renovations to Green #16 and #3 in 2023 and 2025 respectively. During the term of this Golf Course Agreement. Adkins will continue to rebuild the greens on the original 9 holes of the course. The proposed renovations will improve drainage and extend the life expectancy of the renovated facilities. Adkins Management will renovate one green per year of this contract – greens 1, 2, 4, 14, 15, 17 &18. The sequence of renovation will be decided by Adkins

Management in consultation with the city. Prior to Adkins staff executing the next green renovation, their forces will construct an extra hole that would be used when one of the original greens (listed above) is under renovation and is "out of play". This extra hole will be an addition to the course once completed and will remain. All green renovations would be at Adkins Management's expense.

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 ~~seven~~^{five} (57) 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 ~~maintain obtain, if possible, at the~~ 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~~ within 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 William F. Holtzclaw

~~Chris Adkins, P.O. Box 27052-346, Boradkill Road, Miltonford~~, Delaware 199683.

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

(SEAL)
William F. Holtzclaw C. Adkins, President

WITNESS:

CITY OF SEAFORD, DELAWARE

Mayor By: _____(SEAL)
Mathew MacCooty ~~David Genshaw~~,

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



Your Work Builds the Community -
Your Home Should Be Part of It!

INCENTIVE PROGRAM

INCENTIVE AMOUNT:

Receive **\$2,500** toward your closing costs when purchasing a home. City of Seaford Employees and SVFD members will receive an additional \$2,500. The City of Seaford encourages the cooperate business community to participate in this program as well to increase its impact.

ELIGIBILITY REQUIREMENTS:

- Must be an active full time first responder (firefighter, EMT), medical professional (nurse, dietary, therapy, veterinary, etc.) educational professional (paraprofessional, food service, custodial staff, etc.), logistics professional, law enforcement personnel (police officer, dispatcher etc.), active military personnel, and governmental agency employees (Federal, State, County or Local). Proof of employment or active military enlistment must be provided at the time of incentive issuance.
- Must **occupy the home as your primary residence** for a minimum of **5 consecutive years after incentive is granted**.
- Must purchase a home **within the corporate limits of the City of Seaford**.
- Incentive only **applied during time of settlement**. Homes previously purchased are not eligible for incentive.
- Must be in **Financial Good Standing** with the City of Seaford.
- The Seaford City Council must authorize funding for this program on an annual basis; program funding is not guaranteed. Funding is on a first come first serve basis until available funding is exhausted.

RESIDENCY/EMPLOYMENT COMMITMENT CLAUSE:

- If the homeowner **sells, transfers ownership, or ceases to occupy the home** as their primary residence **during the first 5 years**, the \$2,500 incentive will be **clawed back** and must be **repaid on a 20% annual proration** at the time of sale or transfer.
- If a City of Seaford employee or SVFD employee/volunteer **who received the additional \$2,500 incentive ends employment or Volunteer status** with the City of Seaford or SVFD **during the first five years** and does not secure qualifying employment/ Volunteer status within 90 days the \$2,500 incentive will be clawed back and must be **repaid on a 20% annual proration** at the time of ending employment/ Volunteer status.

HOW IT WORKS:

1. Verify with the City of Seaford funding is available – Call Director of Economic Development and Community Relations (302) 629-9173. Any discrepancy in employment approval will be determined by the City Manager for final decision.
2. Complete the application for the incentive during your home purchase process.
3. Once approved, the \$2,500 (or \$5,000 for qualifying individuals) is credited directly toward your closing costs.
4. A lien or promissory note may be placed on the property to secure the clawback provision.
5. After 5 years of continuous residency, the clawback provision is automatically ended.
6. For City of Seaford and SVFD employees, after 5 years of continuous employment, the clawback provision is automatically ended.



NB#5
11/11/25

CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended ~~July 22~~November 11, 2025
~~September~~July 1, 2025~~6~~

Effective

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

PROPERTY TAX RATE

Assessment is based on 2019 market values. The City of Seaford's taxes are assessed at 100% of appraised value and taxed at \$0.34 per \$100 of assessed value.

PROPERTY TAX RE-ASSESSMENT FEE:

As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests; Property Improvements, Subdivisions, Re-zonings and/or Annexations.

LODGING TAX

Three percent (3%) of the rent upon every occupancy of a room or rooms in a hotel, motel or tourist home within the boundaries of the City of Seaford. Such tax shall be in addition to the lodging tax imposed by the State pursuant to 30 Del. C. § 6102.

ELECTRIC UTILITY RATES

RESIDENTIAL CUSTOMERS

Customer Charge	\$22.00 Per Month
All KWH	\$0.135120

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge	\$24.75 Per Month
All KWH	\$0.149850

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge	\$56.00 Per Month
All KWH	\$0.108100
Demand Charge	(All KW \$12.70)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge	\$75.00 Per Month
All KWH	\$0.104900
Demand Charge	(All KW \$12.00)

LARGE GENERAL SERVICE Energy (greater than 300 KW five or more times in 12 months)

Customer Charge	\$230.00 Per Month
First 30,000 KWH	\$0.102500
Remaining KWH	\$0.091000
Demand Charge	(All KW \$11.50)
Demand Ratchet	70% of Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge	\$230.00 Per Month
First 30,000 KWH	\$0.100000
Remaining KWH	\$0.087800
Demand Charge	(All KW \$11.50)

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge
New Residential	No Charge
New Non-Residential	No Charge
Delinquent Charges	\$40
Residential AMI Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$25
Residential AMI Reconnect Charges (after 4:00 pm Mon. – Fri., Weekends & Holidays)	\$100
Additional Deposit	\$50
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$300
Commercial - The greater of an average for 12 month's bills multiplied by 2.5 or \$200 (A surety bond may be substituted at the City's option)	

STANDARD POWER FACTOR

98.5% Lagging	
Charge per 1.0% under 98.5% per KW demand	\$0.05

NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant – Refer to section 11 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2018 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs \$0.000178 / Kwh

PURCHASED POWER COST ADJUSTMENT CLAUSE

\$0.01836 / Kwh (Effective 06/01/2024)

ENERGY SUPPLY COST

\$0.06947 / Kwh (Effective 01/01/2021)

• Rate set by DEMEC contract

SECURITY LIGHTS

\$11.50 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

RETURN PAYMENT FEE

\$40

AUTOMATIC METER INFRASTRUCTURE (AMI) OPT-OUT FEES:

One-time manual meter set-up fee	\$40.00
Manual meter reading	\$25.00/month

Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)	\$100

LATE PAYMENT CHARGE

1.5% per month on outstanding balance

BASE FIGURE FOR ESCROW CALCULATIONS

\$0.087393 / Kwh

EV (ELECTRIC VEHICLE) CHARGING FEES:

Public Access and Use

Chargers up to 10 kW Maximum Output - \$1.00/Hour

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 7,500 gallons per month, (250 g.p.d.), with a minimum billing of 1 EDU per month, \$31.23 for water* and \$60.88 for sewer.

*Water rate adjustment for metered users: The first 7,500 gallons are billed at the rate of \$31.23 per 7,500 gallons/month; from 7,501-225,000 gallons at \$24.90 per 7,500 gallons/month; over – 225,000 gallons at \$26.84 per 7,500 gallons/month.

*Sewer rate adjustment for metered users: The first 7,500 gallons are billed at the rate of \$60.88 per 7,500 gallons/month; from 7,501-225,000 gallons at \$48.30 per 7,500 gallons/month; over – 225,000 gallons at \$53.23 per 7,500 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, will be charged at one and a half (1.5) times the current EDU rate. Effective January 1, 2023.

WATER AND SEWER CONNECTION SERVICE CHARGES

Turn service valve on/off for:

Repairs (During City Business Hours):	No Charge
Repairs (After City Business Hours):	\$60
Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):	\$40
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday)	\$60

INDUSTRIAL PRETREATMENT ORDINANCE:

WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee
Categorical Industrial User (CIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee
Other Industrial User (OIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee

OTHER FEES:

Permit Amendment	\$1,000.00 per issuance
Permit Variance (s)	\$1,000.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =	No charge
Second and each additional inspection =	\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE	\$300.00
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PLANNING AND ZONING HEARING:

NON-REFUNDABLE	\$200.00
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PLUMBER LICENSE:

Annual License Fee =	\$40.00
Surety Bond Required (\$5,000)	
State of Delaware Master Plumber License Required	

EXCAVATOR LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$20,000)

REFUSE HAULER LICENSE:

Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City

SEPTAGE HAULER LICENSE:

Annual License Fee = \$120.00

SEPTAGE HAULER FEE:

Septage Discharge Rate = \$0.075/ gallon
Porti Potty Discharge Rate = \$0.090/ gallon

* Fee is charged on maximum truck volume; not gallons unloaded.

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00

TRANSIENT MERCHANT LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$1,000)

MASSAGE BUSINESS LICENSE:

Annual License Fee = \$40.00

RENTAL LICENSE:

Annual License Fee = \$100.00 per rental unit
Re-inspection Fee = \$100.00 Each Additional Inspection
Late Fee = \$100.00 Each License not paid after the first of each year

ADULT USE RETAIL MARIJUANA BUSINESS LICENSE:

Annual License Fee = \$50,000.00

SPECIAL EVENT PERMIT:

Nonrefundable Deposit = \$100.00 per event*
Park/Facility Usage = \$150.00 per event
Police Special Duty Officer = \$69.35 per hour (3-hour min)
Specialty Electric Panel = \$550.00 per event

*Tax-Exempt organizations may be exempted from this fee. Proof of 501c3 status is required.

PARADE OR PROCESSION PERMIT:

No Charge

SEASONAL STAND PERMIT:

Stand size up to 100 s.f. = \$10.00
Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00
Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:
First \$1,000 = \$25.00
Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee	\$25.00	Charge per fixture or connection	\$2.00
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DEMOLITION PERMIT FEE:

Structures WITH utilities	\$50.00
Structures WITHOUT utilities	\$10.00

WATER IMPACT FEE:

Per EDU	\$600.00
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* The City Council approved a selective discount of the water impact fee in 2024 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system	\$ 100.00 per EDU
<i>All other uses:</i>	
1" Water Tap	\$ 375.00
2" Water Tap	\$ 750.00
3" Water Tap	\$1,500.00
4" Water Tap	\$3,000.00
6" Water Tap	\$3,500.00
8" Water Tap	\$4,000.00
10" Water Tap or large	\$6,000.00

WATER TAP FEE:

1"	\$ 725.00	plus \$300 to open street
1-1/2"	\$ 930.00	plus \$300 to open street
2"	\$1,325.00	plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in 2024. This fee incentive applies to the *first twenty-four single family detached* housing units permitted, built and receiving their certificate of occupancy in 2024. This fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

SEWER IMPACT FEE:

Per EDU	\$1,400.00 <u>\$4,346.45</u>
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* The City Council approved a selective discount of the sewer impact fee in 2024 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%

2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

4" diameter	\$1,050.00 \$725.00	plus \$600.00 to open street
6" diameter or larger	\$1,050.00 \$725.00	plus \$600.00 to open street

* The City Council approved a selective elimination of the sewer tap fees in 2024. This fee incentive applies to the *first twenty-four single family detached* housing units permitted, built and receiving their certificate of occupancy in 2024. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 500.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 1,000.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 1,000.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 500.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 500.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 500.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 500.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 500.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 500.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 500.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 500.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,500.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,500.00 per EDU
Lift Station #16	Dolby Drainage Shed	\$ 1,000.00 per EDU
Lift Station #17	Western Sussex Business Campus Drainage Shed	\$ 1,000.00 per EDU
SCUSSD	Interceptor Upgrades	\$ 500.00 per EDU
NRGSE	North Ross Gravity Sewer Extension	\$ 350.00 per EDU

STORM WATER IMPACT FEE:

Per square foot of developable land	\$0.10
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ELECTRIC SYSTEM COST RECOVERY FEE:

<u>Residential Service Single Phase (120/240)</u>		<u>Industrial Service 3 phase (120/208) & (120/240)</u>	
100 amp	\$ 187.50	200 amp	\$ 935.00
200 amp	\$ 375.00	400 amp	\$ 1,870.00
300 amp	\$ 562.50	600 amp	\$ 2,810.00
400 amp	\$ 750.00	800 amp	\$ 3,745.00
<u>Commercial Service 3 phase (120/208) & (120/240)</u>		<u>Industrial Service 3 phase (277/480)</u>	
200 amp	\$ 750.00	200 amp	\$ 2,160.00
400 amp	\$1,500.00	400 amp	\$ 4,320.00
600 amp	\$2,245.00	600 amp	\$ 6,500.00
800 amp	\$2,995.00	800 amp	\$ 8,640.00
<u>Commercial Service 3 phase (277/480)</u>		1,000 amp	\$10,790.00
200 amp	\$ 1,730.00	2,000 amp	\$21,580.00
400 amp	\$ 3,455.00	3,000 amp	\$32,500.00
600 amp	\$ 5,200.00		
800 amp	\$ 6,915.00		

RESIDENTIAL FIRE SPRINKLER INCENTIVE:

Developers and Home Builders who elect to install a fire sprinkler system in new one and two family dwellings that meets the requirements of IRC section P2904 and NFPA 13D shall receive a \$3,000 credit towards fees charged to them at permit issuance.

Owners of existing one and two family dwellings can qualify to receive a \$3,000 credit on their future City tax billings if they retrofit their one or two family dwelling and install a fire sprinkler system that meets the requirements of IRC section P2904 and NFPA 13D.

WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES – (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies	\$0.25 per page (\$1.00 minimum charge)
Duplicate Bill Fee	\$2.50
Print Account History	\$2.50
All other records	Actual cost of reproduction

SEAFORD POLICE DEPARTMENT FEES

<u>Video Requests</u>	\$50/Hour (Minimum of \$50 – Maximum \$300)
<i>Note: All video footage requests will be reviewed to determine if the video is a matter of “public record” under FOIA, before release.</i>	
<i>Video footage that constitutes “investigatory files compiled for civil or criminal law-enforcement purposes will not be released, 29 Del. C. 10002 (o)(3).</i>	
<u>Fingerprinting Fees</u>	\$25 for the first two cards (\$10 for each additional card)
<i>*Check, Money Order and/or exact change is required (Payable to the Seaford Police Department)</i>	
<u>Collision Report Fees</u>	\$20 for Collision Report
	\$60 for Fatal Collision Report
<i>*Insurance company may submit a written request for a copy of the report</i>	
<i>*Must include a self-addressed stamped envelope and check or money order payable to the Seaford Police Department</i>	
<u>Special Duty Rates</u>	\$69.35/Hour – Minimum of three hours (Officer & Vehicle)
	• \$55.00/Hour/Officer – Minimum of three hours ○ Rate set by Union • \$14.35/Hour/Vehicle – Minimum of three hours ○ Rate set by City • \$69.35/Hour Total: Payable to the City of Seaford

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property	\$25
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CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher – Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower “Bush Hog” (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower “Cub Cadet” (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower “Zero Turn” (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)
Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)

Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)
<i>(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)</i>	

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$50 per day (due with rental form)
Back Pavilion	\$40 per day (due with rental form)

Park/Open Space Rentals:

All park rentals are \$50 per day. The following parks are eligible to be rented on a first come, first served basis. Groups, with the exception of sports tournaments, hosting two hundred (200) people or more will be required to fill out a Special Event Permit Application and pay the fees associated with that permit.

- Sports Complex Open Field
- Gateway Park
- Kiwanis Park
- Market Street Grass Lot
- High Street Grass Lot
- Riverview Park
- Oyster House Park

Field Rentals:

Non-Refundable Deposit:	\$50 per event (due with rental form)
Softball Field #1	\$100 per day
Softball Field #2	\$100 per day
Football Field – Field of Dreams*	\$100 per day
Football Field – Pine Street*	\$100 per day
Soccer Field #1**	\$50 per day
Soccer Field #2**	\$50 per day
Use of field lights:	\$30 per field per hour (Softball field #1 & #2, Field of Dreams)

*Football Field markers can be set-up for an additional \$25 per field

**Soccer field lines & goals can be set-up for an additional \$25 per field

ALL OTHER CITY PARKS:

The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.