

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
January 28, 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
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- On YouTube:
<http://www.youtube.com/c/CityofSeafordDe19973>

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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.
Approval of the minutes of the regular meeting on January 14, 2025.

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

PUBLIC COMMENT:

- 1.

CORRESPONDENCE:

- 1.

7:05 PUBLIC HEARING:

1. Terrence Doyle, property owner of Sussex Highway, Tax Map and Parcel # 331-6.00-001.00, is requesting a Preliminary Site Plan Review for the proposed development of a 20,275 sq. ft. Aldi Food Market with associated parking and site improvements.

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January 28, 2025

NEW BUSINESS:

1. Present for approval a lease document for the City owned building located at 400 High Street.
2. Present for a first reading amendment to Chapter 15 of the Municipal Code of Seaford, by amending §15-7 Definitions, § 15-23 Intent of Division, §15-25 Accessory Uses, §15-25A Uses by Special Exception and §15-26 Area and Bulk Regulations.
3. Present for approval a recommendation from the Economic Development Committee regarding the request from Mr. Jeffrey Stevenson for assistance with the extension of sewer and electrical distribution improvements to service his development located at 500 Pond Street, TMP #331-7.00-79.00.
4. Bill Bennett, Director of Electric to request approval to place a transformer order for equipment to be received during the FY26 budget year.
5. Present for approval an employment agreement for the Deputy Chief of Police of the Seaford Police Department.

OLD BUSINESS:

1. Present for approval a request from Insight Land Company, LLC (Insight) to sell lots 1 through 5 of Hoopers Landing (TMP# 531-13.00-1.02, 1.03, 1.04, 1.05 and 1.06) to D.R. Horton, who has agreed to adhere to all the stipulations of the Agreement of Sale between the City of Seaford and Insight.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

- 1.

CITY OF SEAFORD

Municipal Election – Saturday April 19, 2025

The City of Seaford Municipal Election will be held on Saturday, April 19, 2025, 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.

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REGULAR MEETING OF THE MAYOR AND COUNCIL

January 28, 2025

One (1) Council Member will be elected for a (3) year term.

All candidates must have filed by 4:00 p.m., E.S.T., Friday, February 28, 2025. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 7 a.m. until 4:00 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 4:00 p.m., E.S.T., February 28, 2025, will still appear on the official ballot for election.

To be eligible to vote, anyone eighteen (18) years of age or older who is a bona fide City of Seaford resident and US Citizen **must have been registered at the State of Delaware Department of Elections by 4:00 p.m., E.S.T. on Friday March 28, 2025.**

Nonresident property owners must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 19, 2024) and shall have one vote **provided he or she is registered in the "Books of Registered Voters" maintained at the City Hall by 4:00 p.m. E.S.T. on Friday, March 28, 2025. Registration hours are Monday through Friday, 7 a.m. until 4 p.m., or by appointment if you cannot register during these normal business hours.**

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.

LIAISON REPORTS:

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

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: 01/21/2025
Posted by: T. Newcomer

NR# 1
1/28/25

LEASE AGREEMENT

THIS LEASE made this 13th day of January, 2025, by and between The City of Seaford (Landlord) and George, Miles, and Buhr, LLC (Tenant).

WITNESSETH:

I. PREMISES AND TITLE

- 1.1 That for and in consideration of the payment of the rental and performance of the covenants and agreements hereinafter set forth, Landlord leases to Tenant, and Tenant accepts from Landlord, that certain real property described as follows:
 - 1.2 The former City of Seaford Municipal building located at 400 High Street, Seaford, Sussex County, Delaware, containing approximately 4,176 square feet of improved floor area. The lease includes the parking spaces on the east side and the rear of the building during normal working hours (8:00 a.m. – 5:00 p.m.).
 - 1.3 Landlord warrants that it has title to the Leased Premises and that it has the right to lease the same for the term of this Lease. Landlord covenants that Tenant upon the payment of the rent herein stipulated and the performance of all the covenants and agreements there under, shall have the peaceful and quiet possession, use and enjoyment of the Leased Premises, without hindrance on the part of the Landlord or any party claiming by, through or under it, for the term of this Lease and Landlord further warrants that it shall defend Tenant in such peaceful and quiet use, and enjoyment and possession of the Leased Premises against any such claim.

2. TERM

- 2.1 The initial term of this Lease shall be for a period of three years ("Initial Term") commencing on April 1, 2025.
- 2.2 Tenant shall have, and is hereby granted, two (2) consecutive options to renew the terms provided by this agreement. Notice of intent to elect either option shall be given by the Tenant to the Landlord not less than 90 days prior to the expiration of this lease or any renewal thereof.

3. RENTAL

3.1 Tenant covenants and agrees to pay Landlord for the use of the Leased Premises during the Term an annual rental of Forty-Eight Thousand Five Hundred Ninety Three Dollars (\$48,593.00) which annual rental shall be paid in equal monthly installments of \$4,049.42, which shall be payable in advance on the first day of each calendar month with the first month's installment due to prior to the start of the lease term.

Rent for each subsequent year, paid in equal monthly installments is set forth below:

04/01/2026 - 3/31/2027	\$49,565.00
04/01/2027 - 03/31/2028	\$50,556.00

Landlord does hereby grant to Tenant the right, at its option, to extend this Lease for two one-year periods as set forth below:

First Option year 04/01/2028 - 03/31/2029	\$51,567.00
Second Option year 04/01/29 - 03/31/2030	\$52,598.00

3.2 A security deposit of one month's rent was deposited by the Tenant under the prior lease and will be retained by the Landlord to defray the cost of repair to the premises in excess of normal wear and tear, said deposits to be returned to the Tenant at the end of the lease or any renewal thereof if no such costs are incurred.

3.3 A late charge equal to 5% of the rent due will be charged for rental payments paid after the 5th day of the month.

4. PURCHASE OPTION

4.1 At the inception of this lease, the Landlord hereby grants the Tenant or its assigns a first right of refusal to purchase the real estate which is the subject of this lease at any time during the life of this lease and any extension thereof, after Landlord gives the Tenant notice and Tenant has sixty (60) days to exercise their intent to purchase. In the event of a purchase by George, Miles & Buhr, LLC, the City of Seaford will grant a permanent waiver of all minimum parking requirements relevant to the property.

USE OF LEASED PREMISES

- 5.1 The Leased Premises shall be used and occupied by Tenant for the purposes of general office space and for other functions as are incidental to such office use.
- 5.2 Landlord shall provide lighting for the parking area.
- 5.3 Tenant shall observe and comply with all orders or directives of the appropriate authorities pertaining to the manner in which Tenant uses the Leased Premises.
- 5.4 Landlord warrants that there is no restriction, conditions, or covenants in the chain of title to the Leased Premises, nor is there any zoning ordinances or other municipal or governmental statute, action, law or regulation, impending, limiting or prohibiting the use of the Leased Premises by Tenant for the purposes described in Paragraph 5.1.
- 5.5 Landlord and Tenant agree that the premises will be used for professional office space and will allow no activities in the building that would normally be thought of as "retail uses".
- 5.6 The unit entrance, windows, etc. will be kept in such a manner as to reflect the professional office decorum as determined by Landlord. Trucks, vans and other similar service vehicles are to be parked to the rear of the building or in any other area designated by the Landlord. The purpose of this paragraph is to ensure the maintenance of a professional office facility of the highest caliber.

6. TAXES AND ASSESSMENTS

- 6.1 Landlord shall promptly pay all taxes, assessments, duties, impositions, burdens and tax/assessment charges whatsoever, levied, assessed, charged or imposed by the appropriate authorities upon the Leased Premises.

7. UTILITIES AND SNOW REMOVAL

- 7.1 Landlord shall, at its expense, furnish and make available to the Leased Premises water and sewer hookup services and all necessary utility services and to provide equipment for heat, air conditioning, and electric services. Any additional capacity for heat, air conditioning, electric, water and sewer over and above the normal services available in the premises on the date of

commencement of lease shall be provided by Tenant who shall bear the full responsibility for payment for said services and additional equipment.

7.2 Tenant shall pay all charges for electricity, water and sewer, and fuel oil used by it on the premises during the term of this lease and all extensions thereof. Landlord shall supply and pay for natural gas.

7.3 The Seaford Volunteer Fire Museum is separated and has independent services for electric and heat. There are no cross-connections of services.

7.4 Tenant shall pay for the installation and utilization of its telephone, internet service and computer wiring if such wiring is desired.

7.5 Landlord shall be responsible for the removal of snow for the Leased Premises and landlord agrees to pay the customary fee for this service.

7.6 Landlord shall be responsible for maintenance of the lawn, shrubs, flower boxes, trees, etc. and shall pay for same.

7.7 Tenant shall be responsible for their trash service.

8. SIGNS

8.1 Tenant shall provide identifying signage on the High Street and Arch Street façade of the units that will be tasteful, similar to the other unit, and in accord with the decorum of the professional office project. Any changes in the signage after the initial installation is also the responsibility of the tenant.

9. TRADE FIXTURES, MACHINERY AND EQUIPMENT

9.1 Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature be kept or installed on the Leased Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Leased Premises and may be removed by Tenant at any time and from time to time during the term of this Lease. And Tenant shall return the leased premises to its original condition following any removal of items installed and removed by Tenant.

10. ALTERATIONS, REPLACEMENTS AND IMPROVEMENTS

10.1 Tenant may make any alterations, additions, or improvements to the Lease Premises reasonably necessary to facilitate the operation of its business as

described in Paragraph 5.1 with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

- 10.2 Any such alterations, additions, or improvements, unless expressly agreed otherwise, may be removed by Tenant at any time, provided that Tenant shall repair any damage to the Leased Premises caused by such removal.

II. REPAIR AND MAINTENANCE

- 11.1 Landlord shall have all mechanical equipment and systems in good order, condition and repair to the satisfaction of Tenant prior to the commencement date of this Lease.
- 11.2 Landlord shall, at its expense, maintain the Leased Premises in good order, repair and condition and will make all necessary repairs and replacements, without limitation, to the structure, site improvements, exterior walls, gutters, roof, exterior plumbing, water system and sanitary sewer system.
- 11.3 The Landlord shall keep, maintain and repair at its expense all interior portions of the building, including structural portions, and keep the plumbing, electrical, lighting, heating and air conditioning systems in repair except for minor repairs and replacements, which shall be the responsibility of the Tenant. The Tenant will be responsible for Minor replacement or minor maintenance to be mutually agreed to by both parties whenever the Tenant presents a request.
- 11.4 Upon the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition, as the same existed on the commencement date, reasonable wear and tear damage by unavoidable casualty excepted.

12 CASUALTY INSURANCE

- 12.1 During the term of this Lease, Landlord shall maintain, at its expense, an "All Risk" form of insurance in full force and effect on the building located on the Leased Premises insuring the same against loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance. The Tenant shall carry coverage of their contents and business losses insuring against their loss or damage by fire, water, wind, the

elements, unavoidable accident and any other causes included under said form of insurance.

13. PUBLIC LIABILITY INSURANCE

- 13.1 During the term of this Lease, Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage. Tenant shall provide landlord an insurance certificate at the beginning of the lease term and thereafter at least once a year or on demand by Landlord.

14. FIRE OR OTHER CASUALTY

- 14.1 If any or all of the improvements located on the Leased Premises are damaged then the rights of the parties shall be determined as follows:
- 14.2 If less than all of the improved area of the Leased Premises is destroyed and the extent of the damage is such extent and with substantially the same efficiency as before the occurrence of the damage, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premises to its condition prior to the damage. During the restoration and repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business.
- 14.3 IF all of the improved area of the Leased Premises is destroyed or the extent of the damage is such that Tenant is prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage, then Tenant shall have the option to either terminate this Lease or to require Landlord to make such repairs and improvements as shall be necessary to restore the Leased Premises so as to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage. Such option shall be exercised by Tenant's written notice to Landlord within ten days after the date of which

the damage occurred. If the election is (i) To require Landlord to restore the Leased Premises, such restoration shall be completed by Landlord, at its expense, as promptly as reasonably possible (due allowance being made for the time taken for the settlement of insurance claims,) and during the restoration period Tenant's liability for rent shall be abated in its entirety; and further, the balance of the particular term of this Lease in which the damage occurred shall be extended by a period of time equal to the time of the restoration period; (ii) To terminate this Lease, the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date of the occurrence of the damage. Upon receipt of payment by the party due to be paid under such adjustment, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto except as otherwise specifically provided for herein.

15 CONDEMNATION

- 15.1 If any time during the term of this Lease, the Lease Premises, or a portion thereof, is taken by eminent domain, condemnation or public authority ("Condemnation"), the rights of the parties shall be determined as follows:
- 15.2 If the extent of the Condemnation is such that Tenant is not prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the Condemnation and Landlord can repair the damage caused by the Condemnation within thirty days, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premise to its condition prior to the Condemnation. During the restoration and repair period and thereafter during the balance of the term of this Lease, Tenant's liability for rent and other sums payable hereunder shall be reduced by an amount mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant cannot agree upon the rent adjustment then this Lease shall terminate and the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date Tenant is required to yield possession of the condemned portion of the Leased

Premises or the title thereof vests in the condemning authority, which even shall first occur. Upon such termination, Tenant shall surrender possession of the Leased Premises to Landlord and the rent and other sums payable by either party hereunder shall be prorated on per diem basis to the date of such termination and adjusted between Landlord and Tenant and upon receipt of payment by the party due to be paid under such adjustment, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto.

- 15.3 In the event of such Condemnation, whether whole or partial, Landlord shall be entitled to receive the amount of such award allocated to the taking of the fee simple and leasehold interests hereunder. Further, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant, damage to Tenant's business by reason of Condemnation and the expenses of removing and relocating Tenant's business.

16. SUBORDINATION OF LEASE

- 16.1 Tenant agrees, at any time hereafter, on demand, to execute any instrument, release or other documents that may be required by landlord for the purpose to subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust, whether original substituted, provided the terms of such mortgages, deeds of trusts, instruments, releases or other documents do not modify the terms of this Lease, and further provided that so long as Tenant is not in default under this Lease, the holder of such lien in consideration of said subordination, shall agree not to disturb Tenant in its occupancy of the Leased Premises, pursuant to the terms of this Lease.

17. ASSIGNMENT OR SUBLEASE

- 17.1 Tenant shall have the right to assign this Lease or sublet the Lease Premises or any part thereof upon and with the prior written consent of Landlord which consent shall not unreasonably be withheld.

18. ACCESS TO LEASED PREMISES

18.1 Landlord shall have the right to enter the Leased Premises at all reasonable hours for emergencies or for the purpose of making any repairs, alterations, additions, and improvements to the Leased Premises. All such repairs, alterations, additions, and improvements shall be done in a manner so as not to unreasonably interfere with the Tenant's use of the Leased Premises. During the repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of the Tenant's business.

19. DEFAULT BY TENANT

- 19.1 The following shall be deemed by default by Tenant under the terms of this Lease ("Event of Default"):
- 19.2 The failure by Tenant to pay any rent or other sum of money due hereunder within thirty days after written notice from Landlord that such payment has not been made;
- 19.3 The failure by Tenant to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty days after written notice from Landlord of such default, unless such default is of a nature that it cannot practically be cured within such thirty-day period and Tenant is proceeding with due diligence to cure such default;
- 19.4 The making by Tenant of an assignment for the benefit of creditors;
- 19.5 The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter 11, of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, provided that no such filing or proceeding instituted by a third party shall be regarded as a default hereunder if Tenant shall promptly move to have the same dismissed, rescinded or rendered inoperative and Tenant prosecutes such action with due diligence and continues to perform and discharge all of the

covenants and obligations on its part to be performed or discharged under this Lease during the life of such proceedings.

- 19.6 Upon the occurrence of an Event of Default, Landlord shall have the immediate right of re-entry and possession of the Leased Premises, which such right shall remain continuous until such time as Tenant shall have cured such Event of Default. Notwithstanding such re-entry and possession of the Leased Premises by Landlord, Tenant shall remain liable for the rent and other sums payable hereunder whether or not the leased Premises are re-letted by Landlord and for all expenses which Landlord may incur in re-entering the Leased Premises and repairing and maintaining the same less such proceeds, if any, which result from the re-letting of the Leased Premises.
- 19.7 Additionally, upon the occurrence of any Event of Default, Landlord shall have the right to terminate this Lease by written notice of such intention to Tenant. In the event Landlord elects to terminate this Lease, Tenant's liability for rent and other sums payable hereunder and to perform any other term, condition, covenant, or agreement on its part to be performed under this Lease shall cease and terminate as to any period subsequent to the date of which Landlord delivers to Tenant written notice of such termination. Tenant shall remain liable, however, for all rent and the performance of all terms, conditions, covenants, and agreements relating to matters prior to the date of such termination.

20. DEFAULT BY LANDLORD

- 20.1 In the event of the failure by Landlord to perform any of its obligations under this Lease or to make any payments required to be by Landlord hereunder or to make any payments required to be made by Landlord hereunder or to make any payments arising out of or with respect to any encumbrances on the Leased Premises, then Tenant may, at its election, perform such obligations or make such payments and in default of prompt reimbursement for the cost thereof Landlord, Tenant at its election, shall have the right to recover the amount of such advances, together with

attorney's fees and costs incurred in connection with the recovery thereof, in any court of competent jurisdiction. Such remedy shall be in addition to any and all other rights and remedies provided at law or in equity or otherwise specifically provided for herein.

21. REMEDIES CUMULATIVE

21.1 No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

22. WAIVER

22.1 The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Lease or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

23. SURRENDER OF POSSESSION AND HOLDING OVER

23.1 Tenant will surrender possession of the premises to Landlord at the expiration or prior termination of this Lease, unless the term has been extended.

23.2 Any holding over by Tenant of the Leased Premises after expiration of this Lease shall operate and be construed as a tenancy from month-to-month on the same terms, covenants, conditions, provisions and agreements as set forth in this Lease for the period immediately prior to the expiration thereof, except that the monthly rent for such holding over period shall be equal to one hundred twenty five percent (125%) of the monthly rent payable immediately prior to the expiration of this Lease.

24. MISCELLANEOUS PROVISIONS

24.1 Notices required to be given hereunder by either party to the other may be either personally delivered or sent by registered mail properly addressed

and prepaid, to the following address of the parties. **Landlord: City of Seaford, Attn: City Manager, Charles Andersons, P.O. Box 1100, Seaford, Delaware 19973. Tenant: George, Miles, & Buhr, LLC, 206 West Main Street, Salisbury, Maryland 21801** or other address as the Landlord and Tenant shall advise each other in writing.

24.2 No change or modification of this lease shall be valid unless the same in writing and signed by both parties.

24.3 The terms and provision of this Lease are to the benefit of and binding upon the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

25. TERMINATION OF LEASE

25.1 Landlord shall provide Tenant ninety days written notice of issue to terminate this lease.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the day and year first above written.

ATTEST:

LANDLORD:

City of Seaford

Date

Antun J. Burns

WITNESS

TENANT:

Andrew Lyons

Anderew Lyons, P.E.
Vice President

Antun J. Burns

WITNESS

Charles O'Donnell

Charles O'Donnell, P.E.
Managing Member, President

ORDINANCE #2025-01

CLEAR COPY

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 15, 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 amending §15-7 Definitions, § 15-23 Intent of Division, §15-24 Uses by Right, §15-25 Accessory Uses, §15-25A Uses by Special Exception and §15-26 Area and Bulk Regulations, to read as shown on the following pages.

01/28/2025	Date of First Reading
-/-/2025	Date of Second Reading & Adoption
-/-/2025	Date of Advertisement
-/-/2025	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

Sec. 15-7. Definitions.

(a) As used in this Chapter:

(6) *Apartment*: Shall mean a group of multi-family dwellings, up to three stories in height, designed for rental of the individual housekeeping units, having common open spaces, and designed in accordance with the special requirements for such dwellings as set forth in this Chapter.

(32) *Dwelling, Multi-Family*: shall mean a building or structure containing two (2) or more Dwelling Units used or designed as a residence for two (2) or more families living independently of each other and doing their own cooking therein, and shall include Apartments, Condominiums, and Townhouses,

(155) *Residential Condominium*: an ownership regime for real property where a single Dwelling Unit in a multi-unit community, dwelling or structure, is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

(156) *Residential Condominium, Detached*: a Residential Condominium where the Dwelling Units are individual, separate buildings or structures designed to be similar in appearance to a conventional subdivision of Single-Family Detached Dwellings but are subject to a declaration subjecting the property to the condominium regime identifying the individual Dwelling Units.

Division 3. R-3 High Density Residential District.¹ *[Amended on 11/21/2020 by Ordinance #2020-03]*

Sec. 15-23. Intent of Division.

It is the purpose of this Division to permit development of Multi-Family Dwelling structures that will yield high densities in selected areas of the City.
(Zoning Ord., §203, 9/23/69)

Sec. 15-24. Uses by right.

(a) In any R-3 district, land, buildings or premises shall be used by right only for one (1) or more of the following:

- 1) Multi-Family Community..
- 2) Multi-Family Dwellings, including, Apartments and Townhouses.
- 3) Single Family Detached Dwellings, to be developed in compliance with the requirements of:

(A) R-1 Single Family:

- i. Sec. 15-12 Uses by Right in this District;

¹ **Charter reference:** As to power to enact zoning regulations, see §36(A).

- ii. Sec 15-21 Area and Bulk Requirements.
- (B) R-2 Medium Density:
 - i. Sec. 15-18 Uses by Right in this District;
 - ii. Sec. 15-21 Area and Bulk Requirements.

Adopted 9/14/04

Sec. 15-25. Accessory Uses.

(a) Required Accessory Use. In a Multi-Family Community, each Dwelling Unit shall have a storage area separate and apart from the living area. The storage area shall be a minimum size of 5'x5' with a six-foot ceiling height. The storage area shall be easily accessible. In the event the Multi-Family Community is an Apartment, there shall be no additional charge for the use of the storage area. The City Building Official will work with the developer to determine the most compatible location for the storage areas, taking into consideration the proposed use of the Apartment or Townhouse.

(b) Only the following accessory uses shall be permitted:

- 1) Customary Multi-Family Community accessory uses.
- 2) Swimming pools subject to Article 5 of this Chapter.
- 3) Accessory solar systems.

4) All accessory use structures shall be placed no closer than the five feet from the side and rear property line and no closer to the front property line than the front yard setback or in alignment with the front facing wall of the main structure, whichever results in the greater setback;

Except, on a corner lot, the accessory structure shall be placed in alignment with the side wall of the main structure facing the street but no closer than the side yard setback, whichever results in the greater setback. Amended 6/10/03

Sec. 15-25A. Uses by special exception.

(a) The following uses shall be permitted as a special exception when authorized by the Board of Adjustment subject to Article 8 of this Chapter.

- (1) Detached Residential Condominiums.

Sec. 15-26. Area and bulk regulations.

(a) Area and bulk regulations: Any area to be developed for R-3 purposes (the "site") shall observe the following regulations:

- | | |
|---|--|
| 1) Site area | - Four (4) acre minimum |
| 2) Dwelling unit per acres | - 10 maximum |
| 3) Dwelling units per Multi-Family Dwelling building or each group attached Townhouse or Residential Condominium Detached | - 12 maximum |
| 4) Street frontage of site | - 50 foot minimum along public street |
| 5) Depth of site | - 100 foot minimum |
| 6) Building setback line | - 50 feet minimum from all perimeter and interior streets and exterior property lines of |

- the site for Apartments - 25 feet minimum from all perimeter and interior streets and exterior property lines of the site for Townhouses and all Multi-Family Dwellings and Residential Condominium Detached other than Apartments.
- 7) Site coverage
- building area shall not exceed 20% of site area.
 - paved area of the site shall not exceed 15% of the site area.
- 8) Side Yard- minimum distance from the side of any Apartment building to an exterior property line of the site shall be 50 feet; the minimum distance from the side of any Townhouse or Multi-Family Dwelling or Residential Condominium, Detached other than Apartment shall be 25 feet..
- 9) Building Separation
- minimum distance from the side of any Apartment building or from the side of any end unit of a Townhouse group or other Multi-Family Dwelling group on the site shall be 25 feet
- 9) Rear yards
- 50 feet minimum for Apartments - 25 feet minimum for any Townhouses or Multi-Family Dwellings or Residential Condominium, Detached other than Apartments.
- 10) Height
- 35 feet maximum, or 3 stories
- 11) Habitable Floor Area
- 1,000 One Thousand square feet minimum per dwelling unit, excluding stairs, corridors and basements recreation rooms for any dwelling unit having less than two (2) bedrooms; 1,200 Twelve hundred square feet minimum per dwelling unit excluding stairs, corridors, basement recreation rooms for any dwelling unit having two (2) or more bedrooms.
- 12) Subgrade units
- a basement shall not contain habitable rooms except for custodian's living quarters or basement recreation rooms.
- 13) Building placement
- no part of any Multi-Family Dwelling building comprising a series of attached dwelling units shall be nearer than 25 feet to any other Multi-Family Dwelling building on such site.
- 14) Landscape screen
- Along each side or rear property line which directly abuts a residential district in the city or similar district in the country, a landscape screen of not less than 15 feet in width as defined in Section 102.2(A) 62 shall be provided.
- 15) Exterior Materials
- All exterior walls must be finished with the following: (a) architectural masonry units

(excluding concrete block and cinder block; (b) natural stone; (c) pre-cast concrete with approval by the City; (d) brick; (e) stucco; (f) glass materials; (g) steel; (h) aluminum or their equivalent.

16) Site Amenities

- Every development within the R-3 District must include;
- A community center for use by the residents with a minimum square footage of 1,200 sq. ft.
- A fenced play area and neighborhood park area with play equipment for the use of the residents a minimum of three acres in area.
- Walking trails and site fixtures, benches, trashcans and other features.

17) Safety and Security

- Community-wide camera system serving all common and parking areas of the site is required.
- Fencing of the entire site perimeter is required.

18) Single lot for Multi-Family Dwelling Units and Residential Condominium, Detached

Minimum lot width	- 16 feet minimum
Lot depth	- 100 feet minimum
Front yard	- 25 feet minimum
Rear yard	- 25 feet minimum
Side yard (end unit	- 10 feet minimum

(Zoning Ord. §203.2, 9/23/69.)

NB#2
1/26/25
RED-LINE
COPY

ORDINANCE #2025-01

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 15, 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 amending §15-7 Definitions, § 15-23 Intent of Division, §15-24 Uses by Right, §15-25 Accessory Uses, §15-25A Uses by Special Exception and §15-26 Area and Bulk Regulations, to read as shown on the following pages.

01/28/2025	Date of First Reading
-/-/2025	Date of Second Reading & Adoption
-/-/2025	Date of Advertisement
-/-/2025	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

Sec. 15-7. Definitions.

(a) As used in this Chapter:

(6) *Apartment*: Shall mean a group of multi-family dwellings, up to three stories in height, designed for rental of the individual housekeeping units, having common open spaces, and designed in accordance with the special requirements for such dwellings as set forth in this Chapter. ~~See Dwelling, Multiple.~~

(32) *Dwelling, Multi-Family*: shall mean a building or structure containing two (2) or more Dwelling Units used or designed as a residence for two (2) or more families living independently of each other and doing their own cooking therein, and shall include Apartments, Condominiums, and Townhouses. ~~Multiple shall mean a building used or designed as a residence for two (2) or more families living independently of each other and doing their own cooking therein, including apartment houses, apartment hotels, flats and group houses.~~

(155) *Residential Condominium*: an ownership regime for real property where a single Dwelling Unit in a multi-unit community, dwelling or structure, is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

(156) *Residential Condominium, Detached*: a Residential Condominium where the Dwelling Units are individual, separate buildings or structures designed to be similar in appearance to a conventional subdivision of Single-Family Detached Dwellings but are subject to a declaration subjecting the property to the condominium regime identifying the individual Dwelling Units.

Division 3. R-3 High Density Residential District.¹

[Amended on 11/21/2020 by Ordinance #2020-03]

Sec. 15-23. Intent of Division.

It is the purpose of this Division to permit development of ~~Multi-Family Dwelling~~garden-type apartment structures that will yield high densities in selected areas of the City. (Zoning Ord., §203, 9/23/69)

Sec. 15-24. Uses by right.

(a) In any R-3 district, land, buildings or premises shall be used by right only for one (1) or more of the following:

- 1) ~~Multi-Family Community, Garden Apartments.~~
- 2) ~~Multi-Family Dwellings, including, Apartments and~~ Townhouses.

¹ Charter reference: As to power to enact zoning regulations, see §36(A).

3) Single Family Detached ~~Dwellings~~Houses, to be developed in compliance with the requirements of:

- (A) R-1 Single Family:
 - i. Sec. 15-12 Uses by Right in this District;
 - ii. Sec 15-21 Area and Bulk Requirements.
- (B) R-2 Medium Density:
 - i. Sec. 15-18 Uses by Right in this District;
 - ii. Sec. 15-21 Area and Bulk Requirements.

Adopted 9/14/04

Sec. 15-25. Accessory Uses.

~~(a) Required Accessory Use. In a Multi-Family Community, each Dwelling Unit shall have a storage area separate and apart from the living area. The storage area shall be a minimum size of 5'x5' with a six-foot ceiling height. The storage area shall be easily accessible. In the event the Multi-Family Community is an Apartment, there shall be no additional charge for the use of the storage area. The City Building Official will work with the developer to determine the most compatible location for the storage areas, taking into consideration the proposed use of the Apartment or Townhouse.~~

~~(ab) Only the following accessory uses shall be permitted:~~

- ~~1) Customary Multi-Family Community garden-apartment-accessory uses.~~
- ~~2) Swimming pools subject to Article 5 of this Chapter.~~
- ~~3) Accessory solar systems.~~
- ~~4) All accessory use structures shall be placed no closer than the five feet from the side and rear property line and no closer to the front property line than the front yard setback or in alignment with the front facing wall of the main structure, whichever results in the greater setback;~~

~~Except, on a corner lot, the accessory structure shall be placed in alignment with the side wall of the main structure facing the street but no closer than the side yard setback, whichever results in the greater setback. Amended 6/10/03~~

~~5) Each dwelling unit shall have a storage area separate and apart from the living area. The storage area shall be a minimum size of 5'x5' with a six-foot ceiling height. The storage area shall be easily accessible and there shall be no charge for the use of the storage area, in the event the unit is a rental property. The City Building Official will work with the developer to determine the most compatible location for the storage areas, taking into consideration the purposed use of the apartment or townhouse. Adopted 9/14/04~~

Sec. 15-25A. Uses by special exception.

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~~(a) The following uses shall be permitted as a special exception when authorized by the Board of Adjustment subject to Article 8 of this Chapter.~~

~~(1) Detached Residential Condominiums.~~

Sec. 15-26. Area and bulk regulations.

(a) Area and bulk regulations: Any area to be developed for R-3 purposes (the "site") shall observe the following regulations:

- 1) Site area - Four (4) acre minimum

- 2) Dwelling unit per acres - 10 maximum
- 3) Dwelling units per ~~Multi-Family Dwelling~~ garden ~~apartment~~ building or each group attached to ~~Townhouse~~ or Residential Condominium Detached dwelling units - 12 maximum
- 4) Street frontage of site - 50 foot minimum along public street
- 5) Depth of site - 100 foot minimum
- 6) Building setback line - 50 feet minimum from all perimeter and interior streets and exterior property lines of the site for Apartments - 25 feet minimum from all perimeter and interior streets and exterior property lines of the site for Townhouses and all Multi-Family Dwellings and Residential Condominium Detached other than Apartments.
- 7) Site coverage - building area shall not exceed 20% of site area.
- paved area of the site shall not exceed 15% of the site area.
- 8) Side Yard- minimum distance from the side of any ~~garden-a~~ Apartment building or from the side of any end unit of a townhouse group to an exterior property line of the site shall be 50 feet; the minimum distance from the side of any Townhouse or Multi-Family Dwelling or Residential Condominium, Detached other than Apartment shall be 25 feet.
- 9) Building Separation - minimum distance from the side of any ~~garden-a~~ Apartment building or from the side of any end unit of a ~~Townhouse group~~ or other Multi-Family Dwelling group on the site shall be 25 feet
- 9) Rear yards - 50 feet minimum for Apartments - 25 feet minimum for any Townhouses or Multi-Family Dwellings or Residential Condominium, Detached other than Apartments.
- 10) Height - 35 feet maximum, or 3 stories
- 11) Habitable Floor Area - 1,000 One Thousand square feet minimum per dwelling unit, excluding stairs, corridors and basements recreation rooms for any dwelling unit having less than two (2) bedrooms; 1,200 Twelve hundred square feet minimum per dwelling unit excluding stairs, corridors, basement recreation rooms for any dwelling unit having two (2) or more bedrooms.
- 12) Subgrade units - a basement shall not contain habitable rooms except for custodian's living quarters or basement recreation rooms.

- 13) Building placement
- no part of any ~~Multi-Family Dwelling~~garden apartment building or townhouse building comprising a series of attached dwelling units shall be nearer than 25 feet to any other ~~Multi-Family Dwelling garden apartment building or townhouse building on such site, and no portion of the front or rear of any such garden apartment building or townhouse building shall be nearer than 50 feet to any other garden apartment or townhouse building on such site.~~
- 14) Landscape screen
- Along each side or rear property line which directly abuts a residential district in the city or similar district in the country, a landscape screen of not less than 15 feet in width as defined in Section 102.2(A) 62 shall be provided.
- 15) Exterior Materials
- All exterior walls must be finished with the following: (a) architectural masonry units (excluding concrete block and cinder block); (b) natural stone; (c) pre-cast concrete with approval by the City; (d) brick; (e) stucco; (f) glass materials; (g) steel; (h) aluminum or their equivalent.
- 16) Site Amenities
- Every development within the R-3 District must include;
 - A community center for use by the residents with a minimum square footage of 1,200 sq. ft.
 - A fenced play area and neighborhood park area with play equipment for the use of the residents a minimum of three acres in area.
 - Walking trails and site fixtures, benches, trashcans and other features.
- 17) Safety and Security
- Community-wide camera system serving all common and parking areas of the site is required.
 - Fencing of the entire site perimeter is required.
- 18) Single ~~townhouse~~ lot for Multi-Family Dwelling Units and Residential Condominium, Detached
- | | |
|----------------------|--------------------|
| Minimum lot width | - 16 feet minimum |
| Lot depth | - 100 feet minimum |
| Front yard | - 25 feet minimum |
| Rear yard | - 25 feet minimum |
| Side yard (end unit) | - 10 feet minimum |

(Zoning Ord. §203.2, 9/23/69.)



Memorandum

NB# 3
1/28/25

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations

Date: January 24, 2025

RE: Request from Mr. Jeffrey Stevenson for assistance with the extension of sewer and electrical distribution improvements

On Friday, January 24, 2025, the Economic Development Committee met to review a request from Mr. Jeffrey Stevenson for assistance with the extension of sewer and electrical distribution improvements to service his development.

The project will consist of (1) single-family residential home located at 500 Pond Street, TMP #331-7.00-79.00. The committee spoke in depth with Mr. Stevenson regarding his project, the time line and his ask of the City.

After significant discussion of his request, the Economic Development Committee recommended the City Council approve assistance with the electrical distribution improvements by relief of labor and equipment in the amount of \$16,658.72.

NB#4
1/28/25

City of Seaford

Memo

To: Charles Anderson; City Manager

From: Bill Bennett, Director of Electric *Bill Bennett*

Date: 1/21/25

Re: *Transformer order*

The Electric Department is requesting approval to publish bid specifications for the purchase of three (3) three-phase and eighteen (18) single phase transformers. One (1) three-phase transformer is for stock, two (2) three-phase transformers are for the next building in the WSBC. The eighteen (18) single phase transformers are for Dolby North project.

We request to place the bid now, the transformers will not be delivered until the FY26 budget, and we will place them in the budget.

Should you have any questions, please contact me.

Thank you.

NB #5
1/28/25

Employment Agreement

Deputy Chief of Police

THIS AGREEMENT made this 3rd, day of February 2025 by and between the Mayor and Council of the City of Seaford (hereafter "the City");

And

Tyler Justice (hereafter "the employee");

WHEREAS the City desires to hire Employee as the Deputy Chief of Police of the City of Seaford because of employee's experience and qualifications; and

WHEREAS, Employee desires to be employed by the City in the position of Deputy Chief of Police;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein the parties agree as follows:

- 1) **Employment:** The City employs Employee on the terms and conditions stated in this Agreement to perform the duties of Deputy Chief of Police of the City of Seaford and Employee agrees to perform such services on the terms and conditions stated herein, including the attached job description. The City of Seaford, by its ordinance, Article 6 Employee Residency Requirement, does require as a condition of employment, that Employee shall be required to live within a (30) mile radius of the City of Seaford, City Hall, 414 High Street, Seaford, DE 19973.
- 2) **Term:** The term of employment shall be for three years with the contract ending the last day of June 2028. Continued employment of Employee after said date shall be under the terms and conditions agreed to by the parties, and at the sole discretion of the Mayor and Council.
- 3) **Compensation:** The City shall pay Employee a minimum annual salary of \$135,358.08 upon Agreement execution; payable bi-weekly. Future increases in the minimum annual salary shall be based upon Plan adjustments and Merit adjustments as approved by Mayor and Council as part of the budget process. Annual performance evaluation ratings of "meets expectations or "above expectations" will receive a combined Plan and Merit adjustment minimum of 3% or 4%, respectively. Should the annual Plan and Merit adjustment approved by Mayor and Council for any year of this contract be above the percentages noted, the Employee shall receive the higher amount. The pay rate of the Chief and the Deputy

Chief will be evaluated annually to ensure equity between pay grades with the intent of maintaining a 10% spread between the grades. Annual pay increases will be effective July 1, of every successive year of the contract term.

4) **Benefits:** Employee shall be entitled to the employee benefits as set forth below:

(A) Work schedule will be as approved by the City Manager.

The Employees work schedule shall generally be from 0800-1600, which is consistent with police department administration and criminal investigations work schedules.

The employees work schedule may be adjusted to attend community events, council meetings and other occasions as necessary and approved by City Manager.

(B) Employee shall be entitled to benefits as stated in the City of Seaford Employee Handbook and any other benefits as approved for the Teamsters Local 326 Bargaining Unit.

(C) Employee shall be enrolled as a participant in the Delaware County & Municipal Police & Firefighters Pension Plan and will be subject to the rules and regulations as adopted by the State Board of Pension Trustees. Participant Contributions to the fund shall be 7% of monthly compensation (base pay).

(D) Employee will also be permitted the use of a City vehicle as a take home vehicle during employment as the Deputy Chief.

5) **Flex Time:** Upon execution of this Agreement the employee shall be permitted to accumulate Flex Time in accordance with the provisions outlined in the Flex Time Off Policy for Exempt Employees as adopted 11/9/2021.

6) **Duties:**

(A) **Authority:** The Deputy Chief of Police is considered to be the second in command and will assume all duties of the Chief of Police in his or her absence. He is under the direct command of the Chief of Police and is responsible for the execution of all policies, operations, and discipline within the Police Department as assigned to him by the Chief. He is to exercise all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department. He is responsible directly to the Chief of Police and in his or her absence the City Manager of the City of Seaford, Delaware.

- (B) **Responsibility:** Through the Chief of Police, the Department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Deputy Chief of Police, as directed by the Chief, is responsible for planning, directing, coordinating, controlling, and staffing all activities of the Department, for its continued and efficient operations, for the enforcement of rules and regulations within the Department, for the completing and forwarding of such reports as may be required by competent authority, i.e., Mayor, Council, City Manager, etc. and for the departments good relations with the citizens of Seaford, the City government, and other agencies. To provide all essential information to the Mayor, Council, and City Manager whenever there is the potential for litigation to be brought against the City of Seaford due to an Officer's action in carrying out his duties.
- (C) **Standard of Conduct:** Employee shall be subject to the standard of conduct of City employees as set forth in Section 2-117 through 2-140 of the City of Seaford Employee Handbook, a copy that this employee acknowledges in writing having received the entire handbook.
- (D) **Termination:** This Agreement may only be terminated for just cause being the Employee's failure or refusal to perform the services required by this Agreement or as a result of Employee's disability or death. In the event of termination, Employee shall be afforded all rights provided by 11 Del.C. Section 9301, Police Chief Due Process, a copy of which is attached hereto and incorporated herein. This Agreement expires effective June 30, 2028. The Mayor and Council reserve the right, at its sole discretion, to buy-out the balance of the contract, in which case, this contract will be deemed terminated.
- a. Employee may terminate this Agreement only upon a minimum of ninety (90) days prior written notice to Employer or earlier due to unforeseen circumstances.
- 7) **Return of Property:** The City directs and Employee agrees that, upon termination of this Agreement, Employee will deliver and/or return to the City any and all equipment, weapons, badges, documents and/or other property issued by the City to Employee during the term of this Agreement. Employee also agrees that, upon termination of his employment with the City for any reason, or at any earlier time as may be requested by the City, Employee will deliver to the City all equipment, weapons, badges, documents and/or other property of any nature in Employee's possession or control that are the property of the City.

- 8) **Representations:** Employee warrants that all information provided by Employee (including, but not limited to, resume, interview, and references) in consideration for employment by the City is true to the best of Employee's knowledge. Employee further warrants that he is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his performing work as directed under this Agreement for the City and that he shall inform the City immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his qualifications may be grounds for immediate discharge by the City and may subject Employee to damages for any harm caused to the City.
- 9) **Waiver:** No waiver of any provision of this Agreement shall be valid unless it is in writing, supported by consideration and signed by the person against whom it is sought to be enforced (in the case of the City, the Mayor). The failure of any party at any time to insist on strict performance of any condition, promise agreement, or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.
- 10) **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 Chief of Police (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.
- 11) **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.
- 12) **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes

Employment Agreement Deputy Chief of Police

all prior or contemporaneous agreement whether written or oral. No wavier, 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.

- 13) **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Agreement this ____ day of _____, 2025.

The City of Seaford

Mayor Matt MacCoy

Witness

Charles Anderson
City Manager

Dated: _____

Employment Agreement Deputy Chief of Police

Witness

Tyler Justice
Deputy Chief of Police

Dated: _____



Cell: 302-245-3828

Office: 302-337-0400

Email: acampanelli@insightde.com

16255 Sussex Hwy Bridgeville, DE 19933

December 30, 2024

VIA FEDEX & E-MAIL

ATTN: Mr. Charles Anderson
City of Seaford
P.O. Box 1100
414 High Street
Seaford, DE 19973
canderson@seafordde.com

NR# 1
1/14/25
OB# 1
1/28/25

RE: Construction of Residences on Hooper's Landing Lots

Dear Mr. Anderson,

I am writing to you today on behalf of Insight Land Company, LLC ("Insight") concerning lots 1 through 5 of Hoopers Landing, as shown on that certain plat titled "Subdivision of Lands of City of Seaford," prepared by Miller Lewis, Inc., dated February 4, 2022, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Plat Book 364, page 98, and being identified on the tax records of Sussex County, Delaware as Tax Parcel Numbers 531-13.00-1.02, 531-13.00-1.03, 531-13.00-1.04, 531-13.00-1.05, and 531-13.00-1.06 (the "Lots"). As you know, Insight is the sole owner of the Lots and is in the process of completing all necessary site work required to construct single-family residences on the Lots. Upon completion of the site work, Insight will be selling the finished Lots to D.R. Horton, who will be constructing and selling single-family residences on the Lots.

D.R. Horton has agreed to adhere to the conditions stipulated to in the Agreement of Sale between Insight and the City of Seaford, which include: (i) no further subdivision of the Lots; (ii) no more than one (1) single-family homes will be constructed on the Lots; (iii) the minimum square footage of any homes placed on the Lots will be 1,800; and (iv) a minimum of one single car attached garage will be included on each home constructed on the Lot. D.R. Horton will be constructing homes from its "Tradition Series," which offers a higher quality of finishes and elevations than those it constructed in the Merefield Subdivision. The specifications and elevations of the homes in the Tradition Series are enclosed herein. Should you have any further questions, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "M. Andrew Campanelli", with a long, sweeping horizontal line extending to the right.

M. Andrew Campanelli, Esq.
General Counsel, Insight Homes, Inc.

Ellerbe

5 bed | 3.5 bath | 2 car | 2 story | 2,814 sq ft



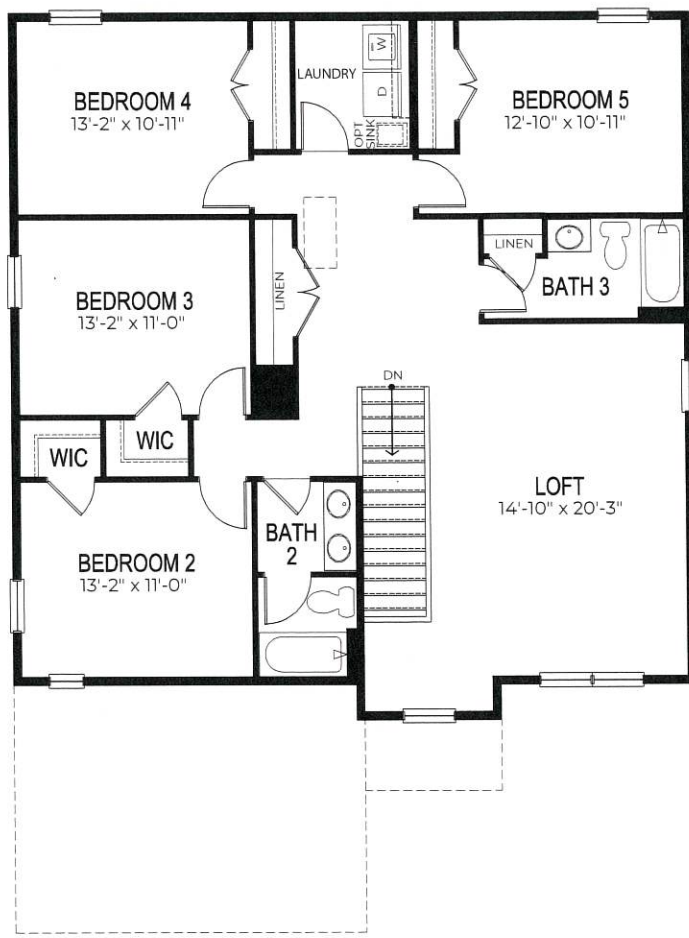
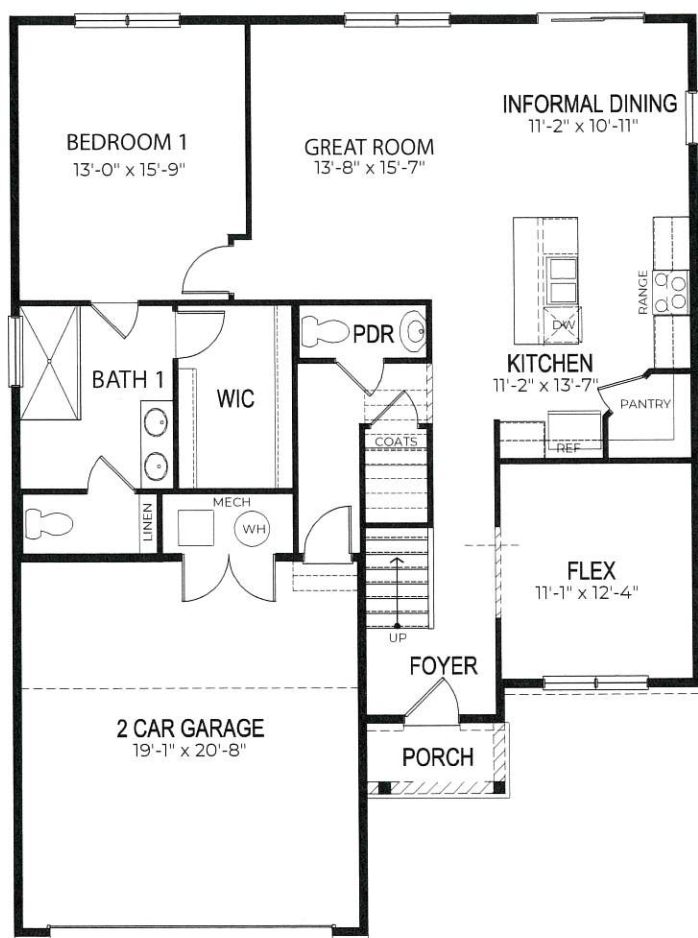
Elevation A3



Elevation B1



Elevation C3



Galveston

3 bed | 2 bath | 2 car | 1 story | 2,070 sq ft



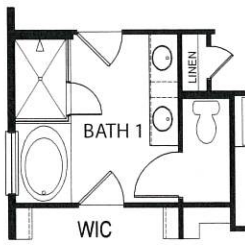
Elevation A



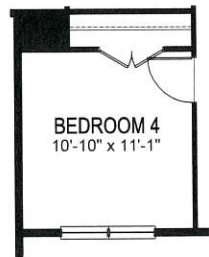
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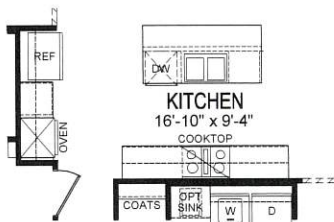
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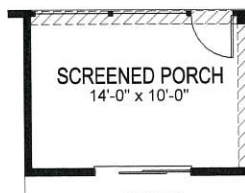
Opt Alt BATH 1



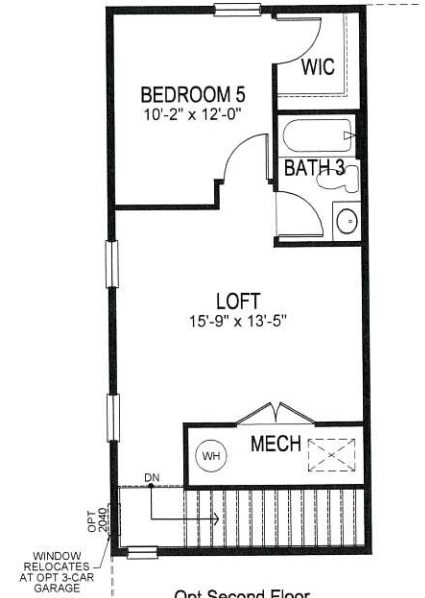
Opt Bedroom 4



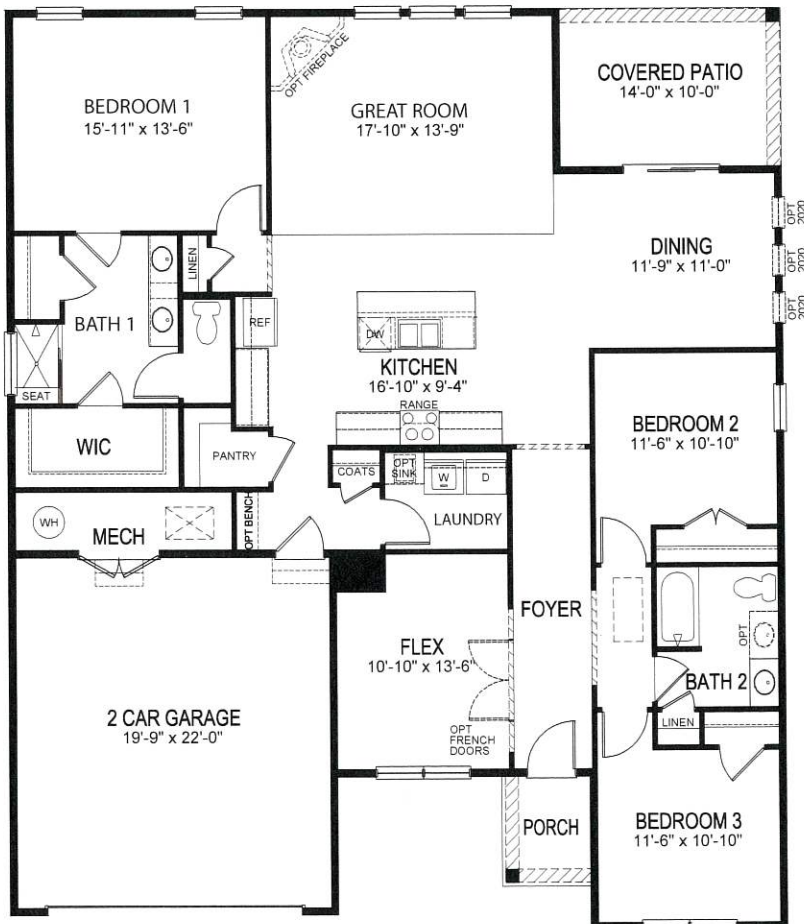
Opt Gourmet Kitchen



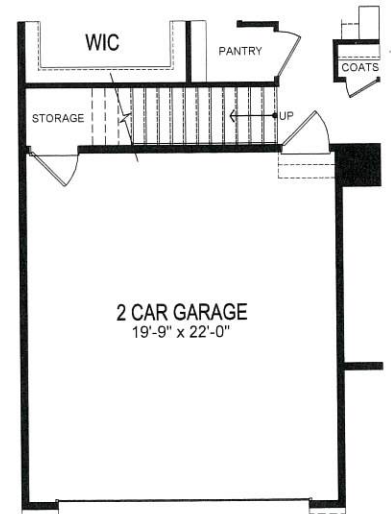
Opt Screened Porch



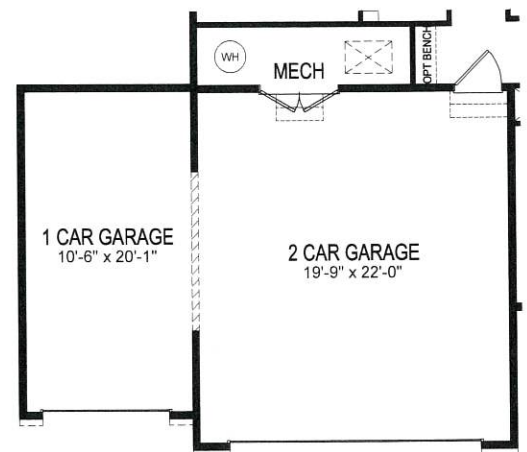
Opt Second Floor



FIRST FLOOR



Garage at Opt Second Floor



Opt 3rd Car Garage

Wheaton

3 bed | 3.5 bath | 3 car | 1 story | 2,571 sq ft



Elevation A3



Elevation B3



Elevation J3

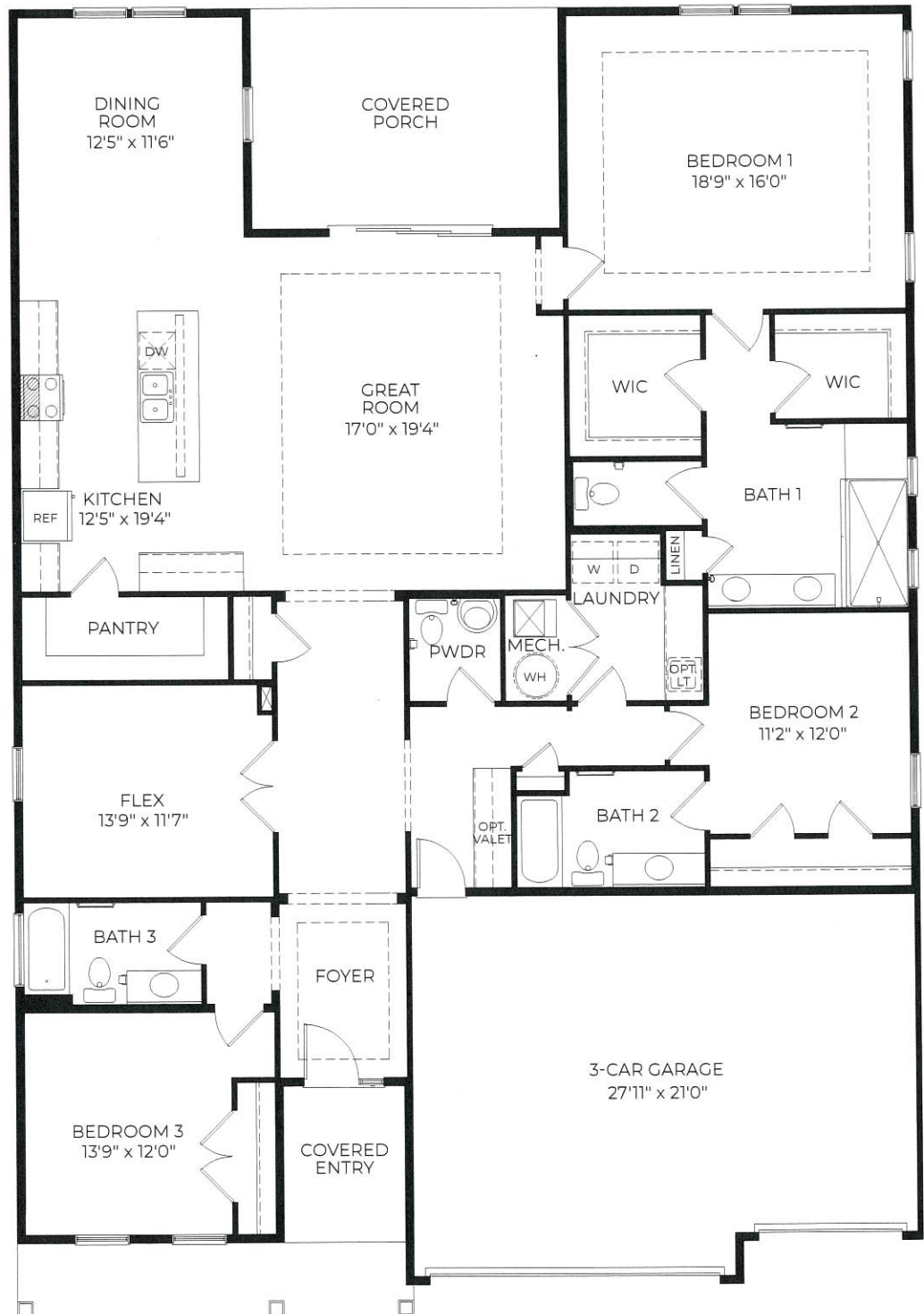


Elevation K3

D.R. Horton is an Equal Housing Opportunity Builder. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Elevations and exterior materials may vary. Square footage dimensions are approximate.



OPT. BEDROOM 4



Hanover

4 bed | 2.5 bath | 2 car | 2 story | 2,804 sq ft



Elevation B

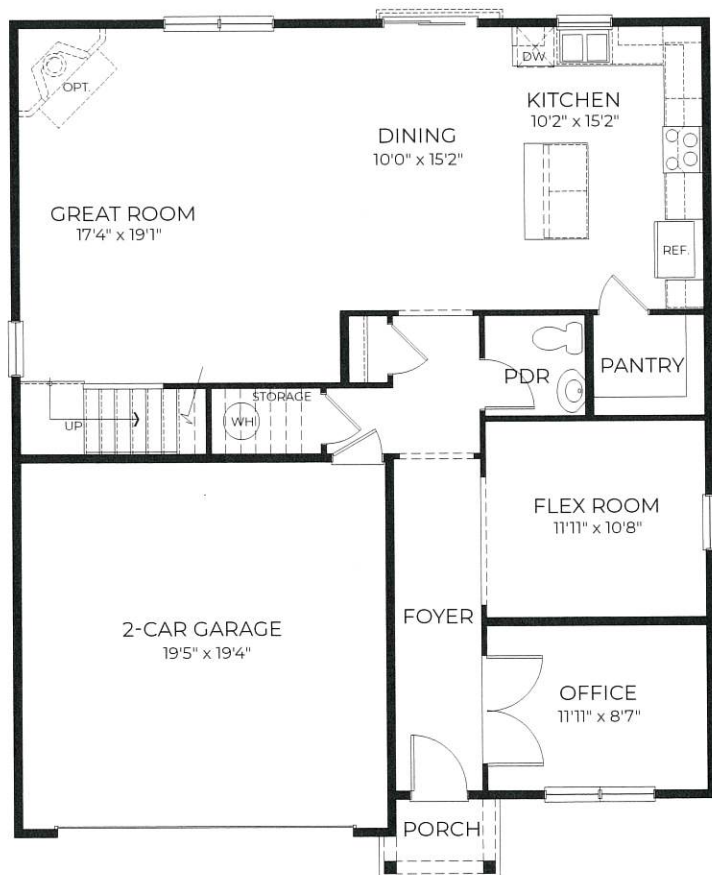


Elevation J

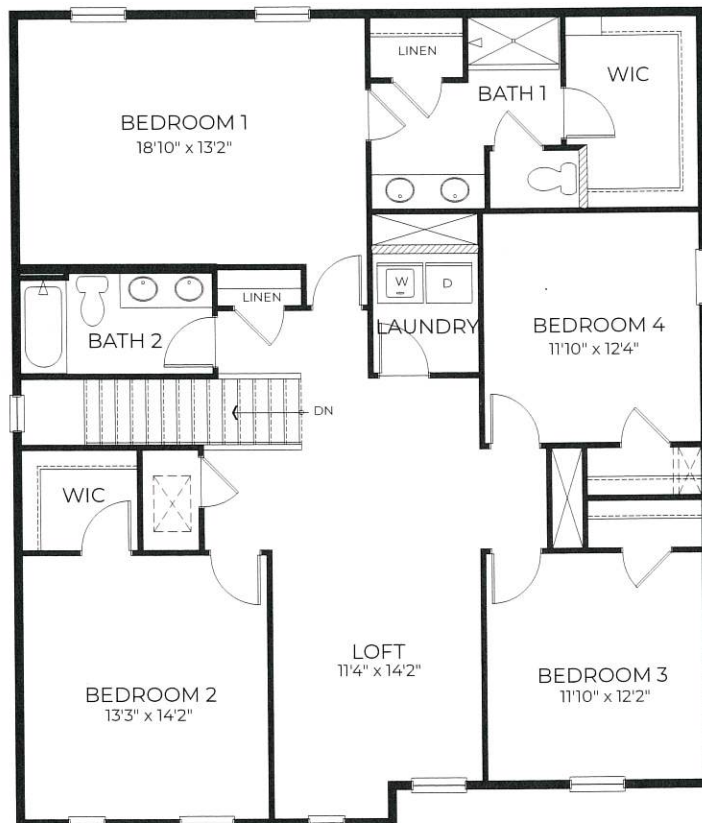


Elevation K

D.R. Horton is an Equal Housing Opportunity Builder. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Square footage dimensions are approximate. Buyer should conduct his or her own investigation of the present and future availability of school districts and school assignments. D.R. Horton has no control or responsibility for any changes to school districts or school assignments should they occur in the future.



FIRST FLOOR



SECOND FLOOR

Destin

3 bed | 3 bath | 3 car | 1 story | 2,309 sq ft



Elevation A3



Elevation B3

