

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
November 28, 2023
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/meetings_and_agendas

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

- 7:00 P.M.** - Mayor Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Executive Session:
 - Negotiations – Contract discussions
 - Changes to the agenda for this meeting.
 - Approval of minutes of the regular meeting on November 14, 2023.

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

PUBLIC COMMENT:

- 1.

CORRESPONDENCE:

- 1.

7:05 PUBLIC HEARING:

1. 847 Cranbook Drive, LLC., property owner of Belle Ayre lots, located on Chatham Drive, is requesting a rezoning of single-family lots, lots 26-33 and 78-83, from R-1 Low Density Residential zoning to R-2 Medium Density Residential zoning to develop duplexes in accordance with the special exception provisions of the City Code; Tax Map and Parcel #531- 10.00-407.00-414.00 & 459.00-464.00.
2. Haven Way Six, property owner of lots on Cedar Ave., is requesting to subdivide the existing parcel into two separate lots; Tax Map and Parcel #431-4.00-115.00.

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3. Proposed revisions to the Seaford Municipal Code, by amending Section 15-29 (b) Prohibited Uses and Section 15-40 (b) Prohibited Uses, that would ban marijuana cultivation facilities, marijuana product manufacturing facilities, testing facilities and retail marijuana stores from the C-1 General Commercial and C-2 Highway Commercial Districts in the City of Seaford.

NEW BUSINESS:

1. Present for approval a proposal from Bella Sapna to place two “mini-libraries” in Soroptimist Park as a community service project prior to graduation from Sussex Academy.
2. Bid - Half Ton Crew Cab 2WD Pickup Truck for the Wastewater Treatment Plant.
3. Present for a first reading revisions to Section 9.14.5 of the Seaford Municipal Code (Electric Rules and Regulations) that would revise the time for electrical disconnections in the winter periods of the year to the start of the business day.
4. Present for approval a language amendment to the Collective Bargaining Agreement between the City of Seaford and the Teamsters Local 326.

OLD BUSINESS:

1. Present for a Second reading revisions to the Seaford Municipal Code, by amending Section 15-29 (b) Prohibited Uses and Section 15-40 (b) Prohibited Uses, that would ban marijuana cultivation facilities, marijuana product manufacturing facilities, testing facilities and retail marijuana stores from the C-1 General Commercial and C-2 Highway Commercial Districts in the City of Seaford.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. December 2, 2023, Seaford Christmas parade, line up at Pennsylvania Avenue and Shipley Street, step off at 7:00 p.m.

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November 28, 2023

LIAISON REPORTS:

1. Code, Parks and Recreation – Councilman Mike Bradley
2. Police & Fire – Councilman Dan Henderson
3. Administration – Councilman Orlando Holland
4. Electric – Councilman Matt MacCoy
5. Public Works & WWTF – Councilman James King

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing Negotiations.

EXECUTIVE SESSION:

1. Negotiations – Contract discussions.

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

Mayor Genshaw 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: 11/20/2023

Posted by: ASH

NB#1
11/28/23

Dear the City Council of Seaford,

My name is Bella Sapna, and I am a senior in highschool at Sussex Academy. To graduate from Sussex Academy, I am required to do a service project that aids my local community. I've lived in Seaford for my entire life and I'm interested in preserving the Seaford that I grew up hearing about. I feel passionately that the path to success is education, so to help prepare and foster the young minds of Seaford, I've created a plan in which easily accessible mini-libraries are placed in areas for anyone that is interested to borrow books from. These books come from my own collection and donations from friends, family, and others. I plan to continuously check on the books that are brought from homes and review them with the help of family members when I eventually leave for college. I'm taking this very seriously and want to pursue this for as long as possible.

Growing up driving by dilapidated houses in Seaford and Blades, I always felt that the contrast between my privileges and theirs was so wide. The main exigence for my project is to provide the people I lived across the street from with the same access to books that I had.

I would like to set up these libraries (two boxes on stilts: one box for younger children, one box for young adults) in a place that would offer the most people access to those books. I have gotten permission from Soroptimist to place them in Soroptimist Park next to the Curiosity Shop, and I personally prefer this place over any other because it hasn't had any libraries placed there yet. Of course, it is up to you.

Thank you for taking the time to consider my proposal and my project.

Sincerely, Bella Sapna

Untitled Map

Write a description for your map.

- Legend**
- Curiosity Shop
 - Location

Soroptimist Park

Location #1

Location #2

Curiosity Shop

Google Earth

Image Landsat / Copernicus

100 ft



Soroptimist Park Book Box Location #1



Near the parking lot is a historical marker at the entrance to the walking path at the park - the book box would be located next to the marker

This book box would be located behind the fence, but in proximity to the pedestrian opening. This is also the only other entrance into Soroptimist Park

Soroptimist Park Book Box Location #2



MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: 2023 or 2024 Half Ton Crew Cab 2WD Pickup Truck

DT: November 22, 2023

The city received five (5) bids for the above referenced project. Please see the below table:

Bidder	Total w/o Trade	Trade in value	Total price less trade
First State Chevrolet	\$48,430.00	\$0	\$48,430.00
Hertrich Fleet Services	\$44,355.00	\$3,500.00	\$40,855.00
*Preston Ford	\$49,706.49	\$5,000.00	\$44,706.49
	\$54,097.50	\$5,000.00	\$49,097.50
Winner Ford	\$42,422.00	\$6,000.00	\$36,422.00

(*Preston Ford submitted bids for two (2) different vehicles. A 4x4 pick-up w/a 6 1/2 foot bed, and a 4x2 pick-up with a 5 1/2 foot bed).

It is my recommendation to award the 2023 or 2024 Half Ton Crew Cab 2WD Pickup Truck bid to the Hertrich Fleet Services for a total of \$40,855.00 less trade. Hertrich Fleet is not the low bidder, but they are the lowest bidder that meets the required specifications.

The overall low bidder, Winner Ford, confirmed that they missed listing the exception of the 6.5' bed size in their submitted bid. Ford is not offering a 6.5' bed for a crew cab, two-wheel drive pickup in a 2024 model year. Purchase to be funded using local funds from the WWTF Capital budget. The bid from Hertrich is \$855.00 over budget.

Please present this information to Mayor and Council, for their consideration, at their November 28, 2023 Council Meeting.

Please contact me should you have any questions.

WP# 3
11/28/23

Memo

To: Charles Anderson, City Manager
From: Kathy Anger, Credit/Collections
cc:
Date: 11/6/23
Re: Electric Rules and Regulations Change Request

Charles,

I just realized that our change of operating hours will affect winter disconnects.

Currently page 55, Section 14/e of our Electric Rules and Regulations reads:

Disconnections – Winter Periods

Disconnects will not be made on days where the outside temperature is 32 F or less at 8:00a.m. (Reconnection fee will apply as if disconnection had been made.)

I would like to request that the time (8:00 a.m. be removed and replaced with "the start of the business day".

Our current practice is to disconnect services as soon as we open in the morning because it is extremely hard to track payments from our walk-in customers the morning of disconnects.

If you need more information on this, please let me know.

Thank you,

Kathy Anger

ORDINANCE #2023-08

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Standard Design Specifications Chapter 9, of the Municipal Code of Seaford, Delaware relating to "Electricity", in the manner following, to wit:

Standard Design Specifications Chapter 9, of the Municipal Code of Seaford, Delaware is hereby amended by amending §9.14.5, to read as shown on the following pages.

-/-/2023	Date of First Reading
-/-/2023	Date of Second Reading & Adoption
-/-/2023	Date of Advertisement
-/-/2024	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

4. Repeated refusal to grant access during reasonable working hours for maintenance, meter reading or removal of equipment, inspection or replacement of equipment as provided in §9.13.2.

§ 9.14.3 Reconnection charge/deposit.

- A. Service disconnected by the City for any reason shall be restored only on payment of the reconnection fee (refer to the "City of Seaford Schedule of Fees and Rates") in addition to the previous balance due.
- B. Any Customer whose service has been disconnected may be required to post a deposit in order to have service restored.
- C. Once the City employee has been dispatched for disconnection, the reconnection fee is applicable regardless of whether the disconnection has actually occurred.

§ 9.14.4 After hours reconnection charge.

- A. If the Customer requests service to be restored after City connection hours (refer to §9.1.5), then an additional charge over the normal restoration charges (refer to the "City of Seaford Schedule of Fees and Rates") shall be charged.
- B. However, except in an emergency, such after-hour restorations will not be performed between the hours of 8:00 p.m. and 7:00 a.m.

§ 9.14.5 Disconnection - Winter Periods.

Disconnects will not be made on days where the outside temperature is 32°F or less at ~~8:00 a.m.~~ the start of the business day. (Reconnection fee will apply as if disconnection had been made.)

§ 9.14.6 Load Limiting Devices.

At the City's option, in lieu of disconnection of Residential Customers for non-payment, the City may install a load limiting device that restricts the amount of power flow to the Customer.

§ 9.14.7 Termination by Customer.

- A. Notice of Discontinuance:
 1. The Customer must give the City at least one (1) business day's notice to discontinue service and shall be liable for service taken until the meter has been disconnected or read.
 2. Failure to allow the City access to premises may result in inability of the City to disconnect.
 3. When the City is unable to disconnect, the Customer continues to be responsible for the electricity consumed, both energy (KWH) and demand (KW).

Canoe/Kayak Launch on Water St (opt. 1)



NB#4
11/28/23

Locations for Self-Service Canoe/Kayak Rentals

4-Storage Unit - 3.5' x 10'

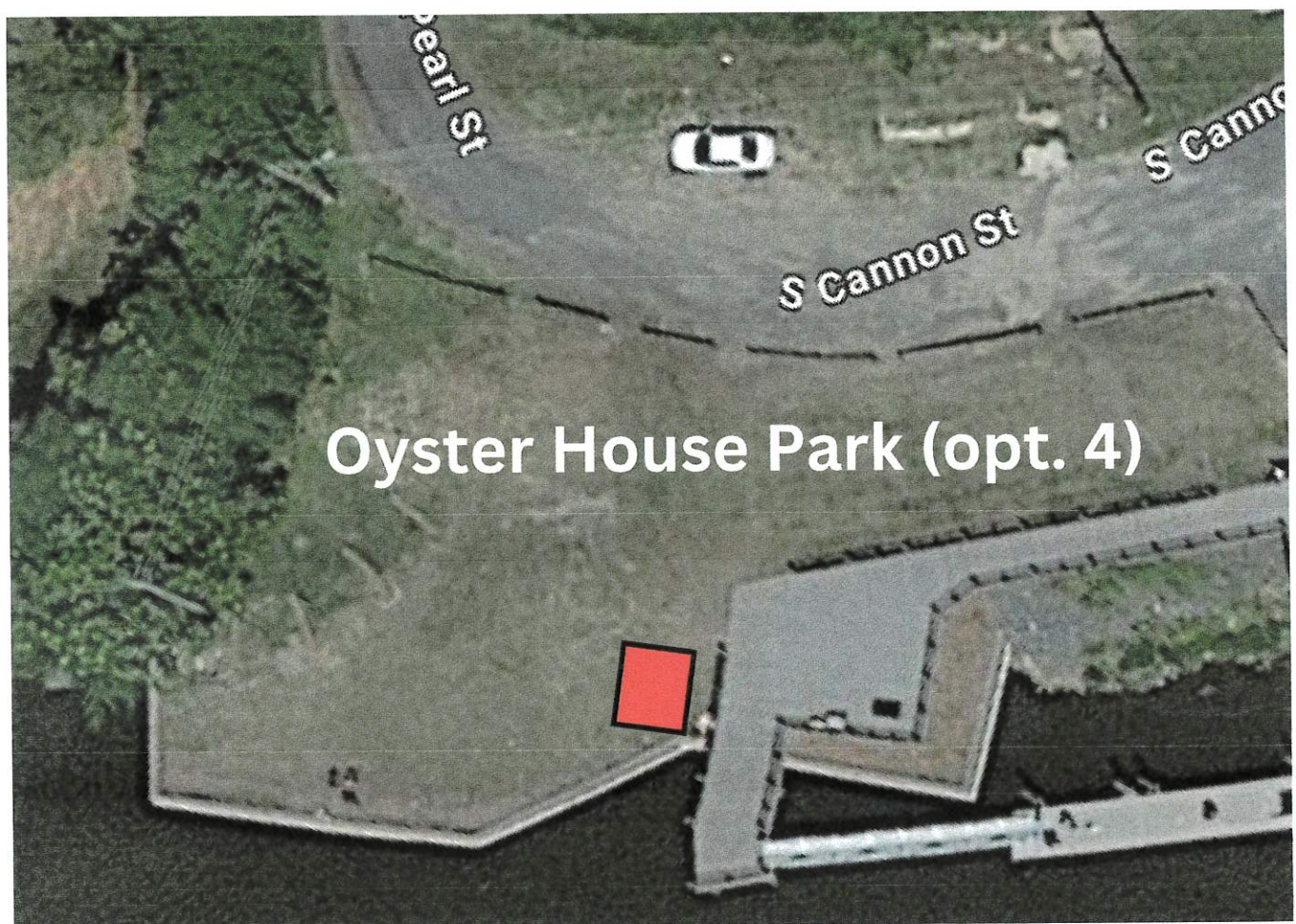
8-Storage Unit - 7' x 10'

Canoe/Kayak Launch on Water St (opt. 2)





Soroptimist Park (opt. 3)



Oyster House Park (opt. 4)

An illustration of a river scene. In the foreground, a red kayak with a black paddle is on the water. Further up the river, a small white boat is visible. On the right bank, two lounge chairs (one yellow, one green) are set up. On the left bank, two bicycles are parked. The background features stylized mountains in shades of grey and blue, and a light blue sky.

RENT!FUN

Self-Service Kayak Rental Proposal

2023-03-02

This proposal is valid for 60 days.



Cover Letter

Dear colleague,

Rent.Fun, a Movatic company, is excited to submit our proposal for the region's first-ever self-service kayak rental program.

Like most parks and rec enthusiasts, we believe that there is no better feeling than launching a kayak at sunset.

But buying your own boat is expensive! And lugging it to the park is a pain.

With rent.fun's self-service kayak rental program, your community can click a button on their smart phone and rent a kayak at the waters edge.

No lines. No paper forms. No reservations.

And unlike traditional operators, we're open for business 7 days a week, sun-up to sun down, all season long.

From assisting users with technical issues, to repairing and replacement equipment - we handle all the logistics so you don't have to lift a finger.

Welcome to the new age of recreational rentals.

We'd be honored to partner with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Greenstein".



Adam Greenstein, JD/MBA
CEO & Chief Fun Officer
617.686.0667
adam@rent.fun

Our Story

With nearly a decade of experience powering self-service equipment rental programs, we have a deep understanding of how to deploy software and hardware to create equipment sharing programs that make usage more convenient, affordable, and environmentally-friendly than traditional rental models.

Equipment Sharing Pioneer.

In 2012, our founder developed software-connected “smart locks” that could transform a fleet of standard bicycles into a fully functional bike sharing program. That technology has been licensed to over 450 equipment sharing systems across 44 countries.



Operational Excellence.

More than just technology, we've honed our operational skills through our first subsidiary - Tandem-Mobility (tandem-mobility.com) – a bike share operations company that has launched and operated 18 municipal bike share programs over the past 24 months.



Continuous Innovation. In 2019, we started experimenting with a new app-based rental program - “kayak share.” Since then, we've perfected our proprietary “smart lockers” and are expanding our kayak share network to include 45 locations across 15 states. We plan to expand contactless rentals to other forms of recreational equipment - such as lawn games, pickle ball paddles and tennis rockets - in 2024.





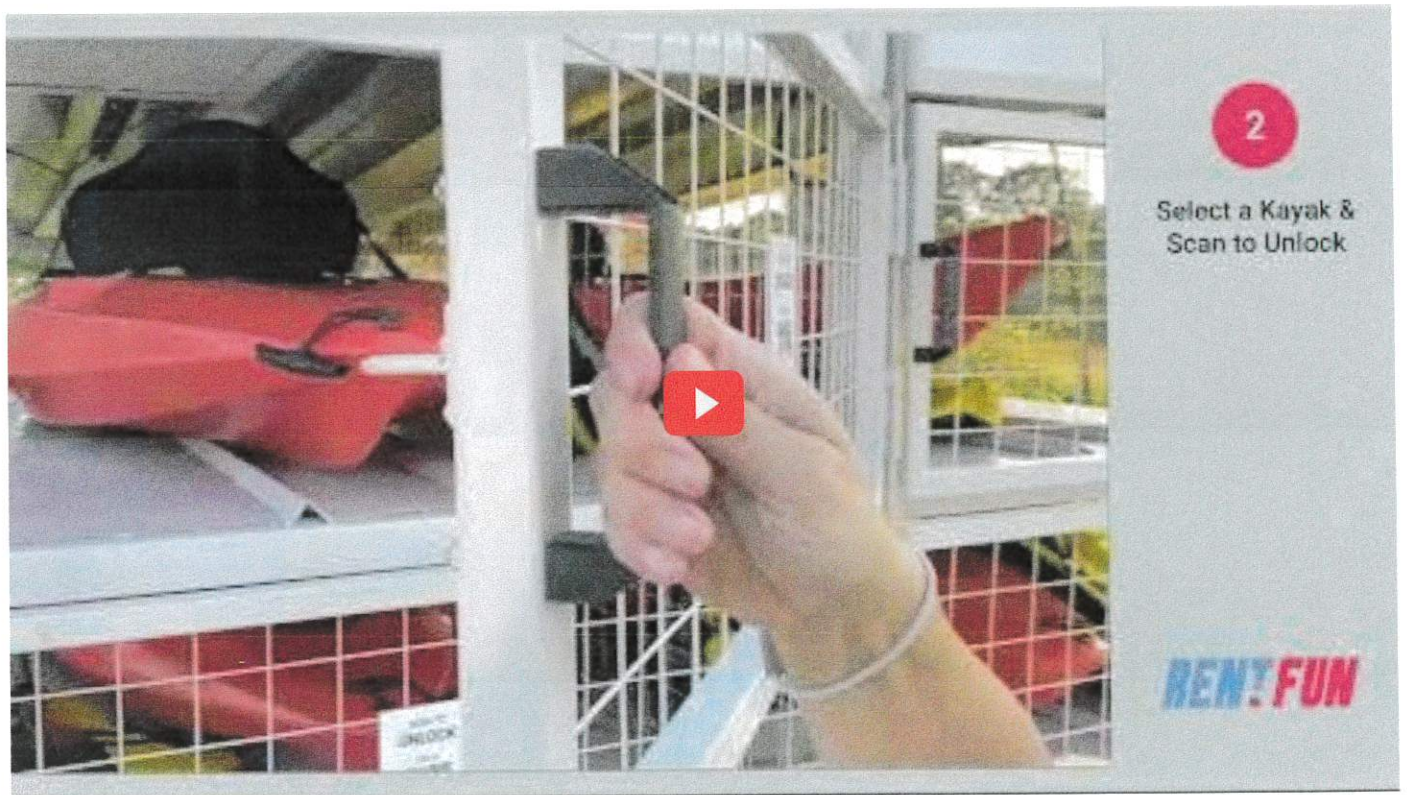
How Self-Service Kayak Rentals Work

Kayaks, lifejackets, and paddles are stored in solar-powered "smart lockers" and secured with app-controlled locks.

To rent and access equipment, users just download the rent.fun app, add payment information and sign the digital waiver, and then unlock and rent by scanning a QR code on the smart locker.

In-app tutorials provide water safety instructions and kayaking tips for beginners.

After a paddle on the water, the user returns the items to the same locker where they got it. The rental automatically ends and the user's credit card is charged for the duration of their rental.



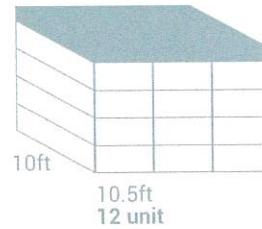
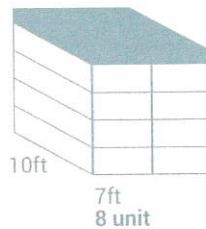


The Smart Locker

The First Kayak Locker controlled via Smart Phone:



Size Options





Example Installations

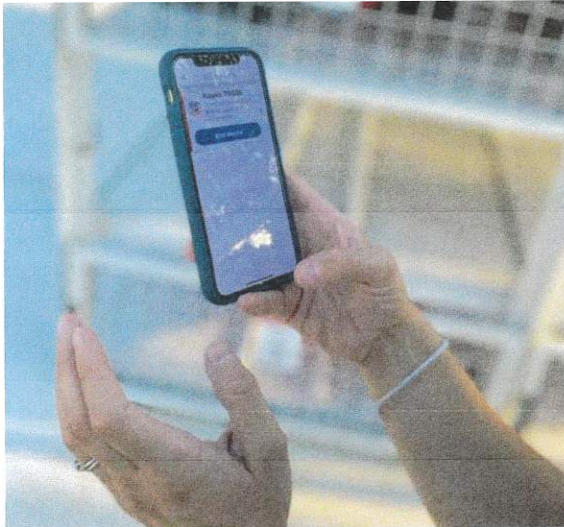
We can install on any service. A concrete pad is not required.



The Software

The Mobile App

Everything that a user needs to rent their favorite equipment - without needing to make reservations, wait in line, or fill out paper forms.

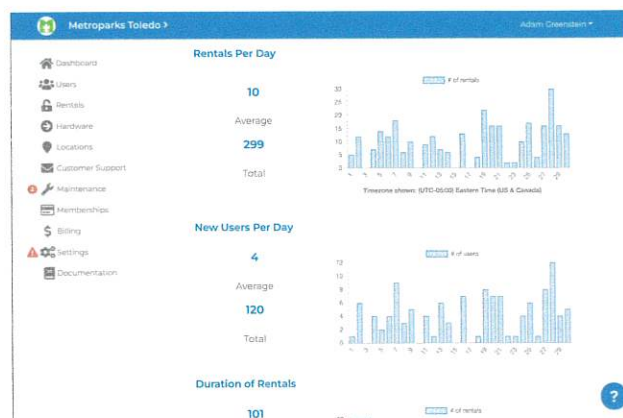


- Rental Instructions and Safety Tips
- Scan QR Code to Lock & Unlock Equipment
- Start & End Rentals
- Accepts Credit Card, Debit Card
- Communicate with Customer Support
- Sign Electronic Waivers
- Get your receipts sent via email
- View Available Units

The Admin Dashboard

Everything that a park system needs to manage and track the performance of their program.

- Utilization Data
- Revenue Reports
- Customizable Hours of Operation
- Track Maintenance Tickets.



Operations

Install

Upon contact execution, we will consult with you to identify the ideal water-front location to install your kayak rental station. We do not need a concrete pad or access to the electrical grid, any flat surface (gravel, dirt, grass, etc.) will do. Within 30 to 90 days, our Launch Manager will arrive by truck to deliver and install the station at the designated location, with the assistance of our local Field Technician (see below). Install will be completed within 1-2 days of arrival.

Ongoing Maintenance

30 days before launch, our team begins recruiting for a part-time Field Technician, local to your community. The Field Technician will assist with install and will be responsible for ongoing maintenance. During the install process, our Launch Manager will train our local Field Technician on all aspects of the equipment and technology.

Once the station is activated, our local Field Technician will conduct Preventive Maintenance Checks weekly or bi-weekly depending on the operational needs of the program. All tasks are logged digitally and to ensure compliance with our standard operating procedures and contractual requirements. In the event that equipment is damaged or goes missing, we will replace such items at no cost to the City. All field technicians are provided with safety stock of equipment (stored locally) to ensure prompt replacement of equipment.

Preventative Maintenance Checklist	
(1) Kayaks ☐ Remove the kayak from each locker unit. ☐ Inspect the Rigging - Make sure the handles, perimeter lines and bungees and seats are all in good shape. ☐ Inspect Bottom - Flip kayak over and look for damage, holes, scratches or gouges. ☐ Clean - Wipe exterior and interior seats with water and/or disinfecting wipes.	(2) Lifejackets ☐ Remove each lifejacket from each locker unit. ☐ Check that all hardware and straps are firmly attached and are in working order. ☐ Check for leaks, mildew, lumpy or hardened buoyancy material, and oil saturation in the fabric. ☐ Make sure that there are no rips or tears in the fabric. ☐ Make sure that the label stating USCG approval is attached, and that it is readable. ☐ Discard and replace life jackets that show signs of deterioration - tears, mildew stains,
(3) Paddles ☐ Remove each paddle from each unit. ☐ Rinse with clean, fresh water; be sure to rinse the ferrule as well. ☐ Examine the internal parts of the shaft to make sure they are clear of water and debris.	(4) Locker and Locker Door ☐ Lock and unlock each lock and check battery levels. ☐ Open and close each locker door, inspect hinge, check for proper functioning - make any necessary repairs. ☐ Check that all signage is present and properly displayed. Signs should be straight, clean, and undamaged.



Marketing

Through Rent.Fun's full-service offering, we will invest heavily in marketing and community engagement to drive utilization of the program and increase awareness of your parks and public spaces.

Custom Website

We develop and promote a custom website for every program that we launch, which informs users of pricing information, rental instructions, and launch locations.

Local Partnerships

Through partnerships with local hotels, businesses, and nonprofits, we create a network of program ambassadors who promote the program and the park to their constituents. We arm these groups with digital and printed content and promo codes that promote the program and the parks.

Launch Events & Local Press

We recommend holding a joint City / Rent.Fun launch event and ribbon cutting ceremony to celebrate the program's launch. We will invite local and regional news outlets to attend the event and cover the story to general local press.

Digital Marketing

Pre- and post-launch we will invest in geo-targeted google ad words and social media ads to drive rent.fun app downloads and utilization of kayak rental stations. Our objective? When someone searches "kayak rental" or similar terms in your area, rent.fun rental stations will be the first result that they see.



Risk Management

Liability

All users must sign a digital waiver in app prior to rentals, under which they assume all risk associated with use of rent.fun equipment. In addition, per the terms of the agreement between Rent.Fun and our public agency partners, we take on all liability associated with the program and agree to indemnify and hold harmless our public agency partners.

Insurance

We will add our government agency partners as additionally insured under our policy, which includes \$1m of General Liability Coverage, \$5m aggregate.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				10/15/2021	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Rachel Bailey PHONE (AC No. Ext): 877-783-1161 FAX (AC No.): 800-363-3694 E-MAIL: OlandG@kandinsurance.com ADDRESS: OlandG@kandinsurance.com PRODUCER CUSTOMER ID:			
INSURED Rent Fun LLC 201 S. Division St., Suite 400 Ann Arbor, MI 48104 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Nationwide Mutual Insurance Company		23787	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES		CERTIFICATE NUMBER: W02038423		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A. X COMMERCIAL GENERAL LIABILITY	101	68RPA000031575200	10/15/2021 3:33 PM EDT	10/15/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOUND AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO- ☐ LOC OTHER ☒ MEMBER					
B. AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
ANY AUTO OWNED AUTOS ONLY HIRE ONLY NOT PROVIDED WHILE IN HAWAII					
SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
C. UMBRELLA LIAB					EACH OCCURRENCE AGGREGATE
EXCESS LIAB ☐ OCCUR DED ☐ RETENTION					
D. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			PER STATUTE EL EACH ACCIDENT EL DISEASE - 6A EMPLOYEE EL DISEASE - POLICY LIMIT
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
E. MEDICAL PAYMENTS FOR PARTICIPANTS					PRIMARY MEDICAL EXCESS MEDICAL
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided)					
CERTIFICATE HOLDER		CANCELLATION			
Evidence of Coverage		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
		AUTHORIZED REPRESENTATIVE 			
Coverage is only extended to U.S. events and activities. ** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas					



Costs & Revenue Share

5-year partnership

Rent.Fun will maintain ownership of the equipment and will be responsible for all ongoing program costs and logistics.

5 year services agreement	Price
One time Activation Fee Includes installation and activation of smart locker - fully equipped with kayaks / paddleboards / lifejackets / paddle; locker signage.	\$18,000 Paid upfront prior to launch;
5 year services agreement Guarantees that you'll have the program for 5 years. At the end of the 5 year term, you have the option to renew the program at no cost.	No cost
Rental Fees You can choose to charge Market Rate Rental Fees (e.g. \$20 per hour), or a Nominal Rental Fee (e.g. \$5 per hour).	
Revenue Share For Market Rate Rental Fees, City shall receive 50% of the rental revenue generated during the Term.	

Customer is responsible for:

- help with marketing the program

Rent.Fun is responsible for:

- delivery, installation, maintenance
- on site signage
- providing end users with technical support
- utilization reporting
- maintenance and replacement of equipment
- collecting and processing rental revenue and refunds
- insurance and liability coverage



SAMPLE SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of _____, 2023 (the "Effective Date"), is entered into by and between Rent.fun, LLC, a Michigan limited liability company ("Operator") and _____ ("City"). Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations
Schedule B – Term & Premises
Schedule C – City Obligations

1. Purpose. Operator operates recreational equipment sharing programs that utilize recreational equipment, physical storage and blue-tooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the "Rental Station Services"). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City's parks, recreation, and open space areas (the "Premises") on the terms and conditions set forth herein.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in Schedule B, unless terminated earlier in accordance with the terms of this Agreement.

3. Compensation for Services, Payment. City shall pay Operator an Activation Fee as set forth in Schedule C.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City's Premises have varying rules and regulations depending on the location and will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only self-service recreational equipment rental operator with the right to use the Premises.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership and use commercially reasonable efforts to get the new owner of the Premises to sign an agreement substantially similar to this Agreement with Operator (if this Agreement is not transferred as part of such change in ownership.) Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on City's Premises within thirty (30) days.

6. DISCLAIMER. To the maximum extent permitted by law, except as otherwise set forth in this Agreement, neither party makes any representations or warranties to the other, including with respect to its products and services or the subject matter of this agreement, and each party hereby disclaims any express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, title, merchantability, and non-infringement.

7. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. The Operator shall, throughout the term of this Agreement, at its own cost and expense procure and maintain public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 for bodily injury and death. Such policy of insurance shall name the City as an insured or additional insured, as its interest may appear, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policy shall contain an endorsement waiving all rights of subrogation, if any, against the City. The Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

9. Compliance with Law and Policy. Operator agrees to provide the Rental Station Services in accordance with all City policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes.

10. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

11. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, City and Operator are independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.

13. Independent Contractor. Operator is an independent contractor and neither the Operator nor its officers, employees and/or agents shall be deemed the City's agent, representative or employee. This Agreement does not create an employee/employer relationship, a partnership, joint venture or any other type of legal relationship between the City and the Operator.

SCHEDULE A: Station Services and Obligations

1. **EQUIPMENT & INITIAL LAUNCH:** Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- 4 sit-on-top kayaks / SUPs, with associated paddles and lifejackets
- Each craft offered for rent shall be furnished with all items of safety equipment specified by state laws governing the use and operation of watercraft on state water; and
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or SUP and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

2. **SIGNAGE:** Operator may choose to provide signage at the Premises. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

3. **CUSTOMER SUPPORT:** Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

4. **MARKETING:** Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch.

5. **MAINTENANCE:** Operator maintenance personnel will visit the Premises to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

SCHEDULE B: Term and Revenue Share

1. **TERM:** The Term shall commence on the Effective Date and shall continue for a period of 5 years, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term"). At the expiration of the initial term, this agreement shall automatically at no cost to City, under an adjusted revenue share percentage to be negotiated between the parties.

2. **REVENUE SHARE:** City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs that are required during the Term. Non-standard repairs shall include: (a) moving the locker to a new City-managed location, on written request of City; (b) replacement of locker or parts thereof due to vandalism, natural disasters, or other outside forces unrelated to Operators or its Rental Station Services.

SCHEDULE C: City Obligations

1. **MARKETING.** City will use reasonable efforts to promote the Rental Stations Services to the public, which shall include linking to the program website from the City's web properties and social media accounts.

2. **COMPENSATION.** City shall pay Operator the following fees:

- Activation Fee: \$18,000.

3. **PAYMENT.** An invoice shall be sent following execution of this Agreement, with payment terms of net 30 days.

AGREED AND ACCEPTED

Operator: Rent.fun, LLC

By: _____

Name: _____

Title: _____

Date: _____

City _____

By: _____

Name: _____

Title: _____

Date: _____

NB#5
11/20/23

AMENDMENT NUMBER ONE TO THE AGREEMENT

BETWEEN THE

CITY OF SEAFORD

AND

GENERAL TEAMSTERS AND LOCAL 326

JULY 1, 2023 - JUNE 30, 2026

WHEREAS, on September 27, 2023, the parties ("Parties") hereto executed and delivered a collective bargaining agreement ("CBA") between the Parties for the term of July 1, 2023 through June 30, 2026;

WHEREAS, subsequently, the Parties reached further agreement for mutual benefit; and

WHEREAS, each of the Parties covenants to having the requisite power and authority to execute this First Amendment to the CBA.

IT IS HEREBY AGREED AND ACKNOWLEDGED as follows:

1. Paragraph 17.1 of the CBA shall provide henceforth as follows:

17.1 - Applicants who were previously employed by the City will be evaluated based on qualifications, experience, and ability for the vacancy. The City may hire former Seaford Officers back at the rank that they had previously attained, up to the rank of Master Corporal.

2. All other provisions of the CBA shall remain in full force and unaltered except as set forth above in numbered paragraph (1) of this First Amendment to the CBA.

The parties have executed this Agreement this _____ day of November, 2023

FOR THE CITY OF SEAFORD:

FOR THE GENERAL TEAMSTERS LOCAL 326:

David Genshaw, Mayor

Leonard E. McCartney, Vice President

Charles D. Anderson, City Manager

Kyle Linville, Job Steward

Joseph L. Palm, Alternate Job Steward

NR# 5

10/24/23

OB# 1 11/28/23

ORDINANCE #2023-07

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 adding §15-29(b) and §15-40(b), to read as shown on the following pages.

00/00/2023	Date of First Reading
00/00/2023	Date of Second Reading & Adoption
00/00/2023	Date of Advertisement
00/00/2023	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

ARTICLE 3. COMMERCIAL DISTRICTS.

Division 1. C-1 General Commercial Districts.

Sec. 15-29. Uses by Right.

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-1 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. (Medical marijuana facilities shall be permitted)

Division 2. C-2 Highway Commercial District.¹

Sec. 15-40. Uses by right.

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-2 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. (Medical marijuana facilities shall be permitted)

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

State law reference: As to zoning generally see 22 Del. Code Ann. §§301-308 (1953).

RED-LINE
Copy

(Zoning Ord. Amended 4/26/88)

Sec. 15-27G. Design and Performance Standards.

The design and performance standards shall be as required by Article 5 of this Chapter.

(Zoning Ord. Amended 4/26/88)

ARTICLE 3. COMMERCIAL DISTRICTS.⁶

Division 1. C-1 General Commercial Districts.

Sec. 15-28. Intent of Division.

It is the purpose of this Division to make provisions along certain major arterial routes for limited types of commercial development that complement each other and adjacent land uses.
(Zoning Ord., §301, 9/23/69)

Sec. 15-29. Uses by Right.

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

- 1) General merchandise stores including department store, "5 and 10" variety stores, general merchandise, discount stores, drug stores and sporting goods; and associated warehouse and distribution facilities.
- 2) Apparel and accessories stores including shoe stores, furriers, and custom tailors;
- 3) Furniture, home furnishing and equipment including household appliance stores, hardware, paint and glass stores; radio and television stores including services;
- 4) Food stores including supermarkets; bakeries and confectionery shops where the production of baked goods is to be sold only at retail on the premises; dairy products; and meats;
- 5) Eating establishments including restaurants, lunch counters, delicatessens, tearooms, cafe, taverns, confectionery or similar establishments serving food or beverages which are consumed inside the establishment; or within an outdoor eating area as described below:
 - a. A site plan shall be submitted illustrating the location of tables, chairs, fencing, landscaping, etc.;
 - b. The boundaries of the outdoor eating area shall be clearly defined and shall be separated from the parking area with fencing, planters, a landscape barrier or other visual means that compliment the surrounding environment. Where seating is directly adjacent to the curb, a vehicular barrier is required to protect the patrons from moving traffic;
 - c. Outdoor eating areas, not connected to the restaurant, must have clearly defined walkways that allow safe pedestrian access;

⁶ Charter reference: As to power to enact zoning regulations, see 35(A).

- d. Seating shall not hinder access by persons with disabilities;
- e. No outdoor eating area shall be used or otherwise occupied except during normal business hours. The City Council may place restrictions on the hours of operations of the outdoor eating area where it determines surrounding land uses or other conditions justify restriction to ensure compatibility and public welfare;
- f. The seating capacity shall not exceed twenty five percent of the indoor seating area or fifty (50) seats, whichever is less;
- g. The design of tables, chairs, and umbrellas shall be visually attractive and of high quality;
- h. Umbrellas should be safely anchored and affixed to tables to ensure stability;
- i. No outdoor preparation or cooking of food is allowed;
- j. The outdoor eating area shall be kept free of trash. Trash receptacles shall be emptied daily;
- k. All exterior surfaces of the outdoor eating area shall be easy to maintain and kept clean at all times. The outdoor eating area should be pressured washed at least once monthly or at shorter intervals to maintain a reasonably clean area;
- l. There shall be no live entertainment in the Outdoor Eating Area;
- m. Ambient lighting shall be provided to illuminate the outdoor eating area after dusk;
- n. There shall be no beverage bar in the Outdoor Eating Area, except at private clubs;
- o. The establishment must strictly adhere to the City's Noise Ordinance. All outdoor loudspeakers shall be oriented away from residential areas.
- p. Proper clearance shall be maintained at all times around fire emergency facilities.

Adopted 3-11-09

- 6) Gift shops, including cameras, book, stationery, antique, musical supplies, cosmetics, candy, cigarettes and tobaccos, flowers, hobby, jewelry, leather and luggage shops;
- 7) Offices for the conduct of medical and other professions, real estate, insurance, banks, including branch banks, messenger or telegraph services, general and administrative offices, and medical arts offices and buildings;
- 8) Business machine shops, sales and services;
- 9) Personal service shops, including dry cleaning, barber, beautician, shoe repair, Laundromat, and tailor;
- 10) Government offices serving the public, including a Post Office, or other public or semi-public offices;
- 11) Indoor recreational facilities, including theaters and bowling alleys.
- 12) Artists and photographers studios.
- 13) Factory authorized new automobile sales, agencies and services; including repair shops adjacent to and in conjunction therewith.
- 14) Gasoline service stations, storage or public garage, automobile repair shops, subject to special regulations of Section 15-33.

- 15) Mortuaries.
- 16) Laboratories for research and development.
- 17) Libraries and museums.
- 18) Motel-hotels and related facilities such as restaurants, meeting rooms, and auditorium spaces and swimming pools.
- 19) Car Wash Establishments, subject to the special regulations of this Article.
- 20) Newspaper publishing and job printing.
- 21) General service or contractors' shops, including carpenter, cabinet making, furniture repair, light metal working, garment manufacturing, tinsmith, plumbing or similar shop.
- 22) Business place of a builder, carpenter, caterer, cleaner, contractor, decorator, dyer, electrician, furrier, mason, painter, plumber, roofer, upholsterer, and similar non-nuisance businesses, excluding open storage of materials and excluding open storage of motor vehicles.
- 23) Sub-station, telephone central office, electric and gas facilities, sewage lift station, water pumping station, subject to the following special requirements.
 - a. No storage of materials and trucks, and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - b. The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood.
- 24) Apartments above commercial businesses.
- 25) Therapeutic treatment centers for adolescents and related facilities.
- 26) Instructional, business or trade schools, higher education facilities and early childhood development and education facilities.

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-1 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. (Medical marijuana facilities shall be permitted)

(Zoning Ord., §301.1, 9/23/69)

Amended January 12, 1999.

Amended January 13, 2009

Sec. 15-30. Accessory Uses.

(a) Only the following uses shall be permitted:

- (1) Accessory buildings and uses customarily incidental to the uses described in Section 15-29.
- (2) Accessory solar systems.
- (3) All accessory uses shall be located not less than twenty feet from the side or rear property line and no closer than the front building setback line.

Amended 6/10/03

(Zoning Ord., §301.1, 9/23/69).

Sec. 15-31. Uses by Special Exception.

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) Self-storage facility subject to Section 15-48(A).
- (2) Day care centers, kindergartens, pre-schools, day nursery schools, and orphanages, subject to the following special requirements;
 - (a) At least one hundred (100) square feet of outdoor play space per child shall be provided.
 - (b) Outdoor play space shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas or land unsuited by other usage or natural features for children's active play space. Fencing or other enclosures shall be a minimum height of four (4) feet and shall be subject to all setback requirements for the district within which it is located.
 - (c) The minimum lot area for each six (6) or remainder of the multiple of six (6) children shall be the same as the minimum lot area requirement in the zoning district in which such uses are to be located, provided, however, that no lot less than four thousand (4000) square feet in area shall be used for such purposes in C-1 and no lot less than fifteen thousand (15,000) square feet in area shall be used for such purposes in C-2; provided further that no more than forty (40) children shall be accommodated at any one time on a lot.

Amended May 28, 1996.

- (2) Seasonal storage containers subject to the following special requirements;
 - (a) Any moveable container or trailer shall be allowed to be placed on the premises for a period of time not to exceed 120 days.
 - (b) The maximum number of containers shall be established by the Board of Adjustment and Appeals.
 - (c) The containers shall not be placed in fire lanes and parking spaces nor placed to interfere with access to manholes, water valves or other public utilities.
 - (d) The containers shall only be placed on the side or rear of the property.
 - (e) All containers shall be in good condition and kept in good repair.
 - (f) The Building Official shall have the authority to require relocation or removal of any container that is in violation of the special exception requirements.
 - (g) All applications for a special exception shall be accompanied by a diagram showing the exact location for placement of the containers.

Adopted January 16, 1999.

- (3) Nursing home, rest home or home for aged, assisted living facility for the elderly residents subject to the following requirements:
 - (a) A minimum of 90% of the residents must be at least sixty two (62) years of age.
 - (b) The maximum lot density shall not be more than 15 dwelling units per acre.
 - (c) The minimum lot size shall not be less than three (3) acres.

- (d) The minimum gross floor area shall not be less than one hundred fifty (150) square feet for the first occupant and one hundred (100) square feet for the second occupant.
- (e) Accessory uses shall include but not be limited to, fitness centers, wellness centers, beauty salons, gift shops, luncheonettes, and the sale of sundries, housed within the same structure.
- (f) A storage building for storage of maintenance equipment and supplies related to the maintenance of the facility shall be located not less than five (5) feet from the side and rear property lines.
- (g) Off street parking requirements shall be one space for each three (3) dwelling units plus one (1) space for each two employees on the largest shift.

Adopted February 9, 1999.

Sec. 15-32. Area and bulk regulations.

- (a) The following area and bulk regulations shall be observed:
 - (1) Lot Size - 4000 square feet minimum
 - (2) Lot Width - 30 feet minimum
 - (3) Lot Coverage - 100 % maximum
 - (4) Height - 45 feet maximum or 3 stories

(Zoning Ord., §301.2, 9/23/69)

Sec. 15-33. Gasoline service stations; regulations.

- (a) Gasoline service stations shall be subject to the following special regulations:
 - (1) Minimum lot size - 31,780 square feet
 - (2) Minimum lot depth - 100 feet
 - (3) Minimum lot width - 140 feet
 - (4) Minimum setback line from front property lines - 40 feet
 - (5) Minimum distance from all property lines other than front property - 25 feet.
 - (6) Minimum distance between buildings, including accessory uses, and any residence district - 50 feet.
 - (7) Minimum distance between any access driveway and any residence district - 50 feet
 - (8) Minimum distance between any service station and repair garage access driveways and the following uses: church, library, school, college, nursing home, hospital, and similar uses - 200 feet, measured along the same street line in the same block.
 - (9) Minimum distance between structures of any service station and/or repair garage and another service station and/or repair garage shall be four hundred (400) feet, measured along the same street line in the same or adjoining block. For similar use establishments locating in confronting adjacent blocks, the point of beginning measurement shall off-set to the opposite street line, except that this provision shall be applicable when the common street is separated by a divider strip, medial strip or other similar control device.
 - (10) Minimum distance between gasoline pump islands, compressed air connections, and similar equipment and facilities and any street lines - 20 feet.
 - (11) Maximum width of curb cuts for access driveways - 35 feet, excepting a combined entrance and exit may total fifty (50) feet.
 - (12) Spacing of access driveways:
 - (A) Minimum distance from adjoining property lines - 10 feet.

- (B) Minimum distance from intersection property or right of way lines - 20 feet.
 - (C) Minimum distance between access driveways - 20 feet.
 - (13) Except for access driveway openings where the curb shall be depressed, a raised curb of at least six (6) inches in height shall be provided along all street lines.
 - (14) Hydraulic hoists, pits, and all lubrication, greasing, washing, and repair equipment shall be entirely enclosed with buildings.
 - (15) Exterior lighting shall be shielded so that it is deflected away from adjacent properties and from passing motorists.
 - (16) Wrecked or junked or stripped vehicles in an inoperative condition shall not be allowed on the premise.
 - (17) No gasoline or petroleum products shall be allowed to enter the City sanitary or storm drainage water sewage systems.
 - (18) All waste petroleum products shall be stored in underground tanks as approved by the National Fire Protection Association.
- (Zoning Ord., §301.3, 9/23/69)

Sec. 15-34. Car wash establishments; regulations.

- (a) Car wash establishments shall be subject to the following special regulations:
 - (1) Minimum lot size - 24,000 square feet.
 - (2) Minimum lot width - 120 feet.
 - (3) Minimum lot depth - 200 feet.
 - (4) Minimum setback line from front property line - 40 feet.
 - (5) Minimum distance from all property lines other than front property lines - 20 feet.
 - (6) Minimum distance between any buildings, including accessory uses, and any Residence District - 50 feet.
 - (7) Minimum distance between any access driveway and Residence District - 50 feet.
 - (8) Minimum distance between any access driveway and any adjoining property line - 10 feet.
 - (9) Minimum distance between any access driveway and an access of any of the following uses: church, library, school, college, nursing home, hospital and similar uses - 200 feet measured along the same street line in the same block.
 - (10) Maximum width of curb cuts for access driveways - 35 feet, excepting a combined entrance and exit may total fifty (50) feet.
 - (11) Parking requirements:
 - (A) A waiting or stacking area on the lot for incoming automobiles accessible to the entrance end of the washing equipment, to accommodate at least fifteen (15) automobiles for each lane provided in the washing area.
 - (B) An area beyond the exit end of the washing equipment for at least six (6) automobiles for each lane provided in the washing area.
 - (12) Entrance access driveways shall not be located within 300 feet of the intersection of any two (2) street lines.
 - (13) Exterior lighting shall be shielded so that it is deflected away from adjacent properties and from passing motorists.
 - (14) All parking spaces and access driveways shall be paved with a weatherproof material.

(15) Dripping vehicles shall not be allowed on streets or highways so as to cause ice hazards in freezing weather. Equipment shall be installed to prevent this condition.
(Zoning Ord., §301.4, 9/23/69)

Sec. 15-35. Conversion of dwelling to non-residential use.

The conversion of a dwelling to a non-resident use shall be as required by Article 5 of this Chapter.
(Zoning Ord., §301.5, 9/23/69)

Sec. 15-36. Off-street parking regulations.

The off street parking regulations shall be as required by Article 5 of this Chapter.
(Zoning Ord., § 9/23/69)

Sec. 15-37. Off-street loading regulations.

The off street loading regulations shall be as required by Article 5 of this Chapter.
(Zoning Ord., §301.7, 9/23/69)

Sec. 15-38. Design and performance standards.

The design and performance standards shall be as required by Article 5 of this Chapter.
(Zoning Ord., §301.8, 9/23/69)

Division 2. C-2 Highway Commercial District.⁷

Sec. 15-39. Intent of Division.

It is the purpose of this Division to make appropriate provision for commercial activities which are basically oriented to automotive use and traffic. This includes service type businesses which ordinarily require major arterial locations and serve regional as well as local customers.
(Zoning Ord., §302, 9/23/69)

Sec. 15-40. Uses by right.

- (a) In any C-2 district, land, buildings or premises shall be used by right for one (1) or more of the following:
- (1) Any use permitted in C-1 General Commercial Districts.
 - (2) Self-storage facility subject to special regulations of Section 15-48A.
- (Zoning Ord. – Amended 11/25/86)

(b) Prohibited Uses.

(a) Any use which is not an authorized use by right, shall be prohibited in a C-2 district, including but not limited to the following:

(1) Marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. (Medical marijuana facilities shall be permitted)

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⁷ **Charter Reference:** As to power to enact zoning regulations, see §36(A).
State law reference: As to zoning generally see 22 Del. Code Ann. §§301-308 (1953).

Sec. 15-40A. Uses by Special Exception.

(1) Day care facilities subject to the special regulations in Sec. 15-31 (2).
Adopted May 28, 1996.

- (2) Seasonal storage containers subject to the following special requirements:
- (a) Any moveable container or trailer shall be allowed to be placed on the premises for a period of time not to exceed 120 days.
 - (b) The maximum number of containers shall be established by the Board of Adjustment and Appeals.
 - (c) The containers shall not be placed in fire lanes, and parking spaces nor placed to interfere with access to manholes, water valves or other public utilities.
 - (d) The containers shall only be placed on the side or rear of the property.
 - (e) All containers shall be in good condition and kept in good repair.
 - (f) The Building Official shall have the authority to require relocation or removal of any container that is in violation of the special exception requirements.
 - (g) All applications for a special exception shall be accompanied by a diagram showing the exact location for placement of the containers.
- Adopted January 16, 1999.

- (3) Nursing home, rest home, or home for aged, assisted living facility for the elderly residents, subject to the following requirements:
- (a) A minimum of 90% of the residents must be at least sixty two (62) years of age.
 - (b) The maximum lot density shall not be more than 15 dwelling units per acre.
 - (c) The minimum lot size shall be not less than 3 acres.
 - (d) The minimum gross floor area shall not be less than one hundred fifty (150) square feet for the first occupant and one hundred (100) square feet for the second occupant.
 - (e) Accessory uses shall include, but not be limited to, fitness centers, wellness centers, beauty salons, gift shops, luncheonettes, and the sale of sundries, housed within the same structure.
 - (f) A storage building for storage of maintenance equipment and supplies related to the maintenance of the facility shall be located not less than five (5) feet from the side and rear property lines.
 - (g) Off street parking requirements shall be one space for each three (3) dwelling units plus one (1) space for each two employees on the largest shift.
- Adopted February 9, 1999.

- (4) Large Scale Solar Facilities subject to the following special requirements:
- (a) No storage of materials and trucks, and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (b) The architectural design of the exterior of any building shall subject to Section 15-97.
 - (c) Perimeter fencing of the entire site minimum of Eight (8) feet in height.
 - (d) Screening requirements subject to Section 15-92.
 - (e) Setbacks as required in Section 15-42.
 - (f) Maximum Height: Fifteen (15) feet as measured from the grade at the base of the structure to the apex of the structure.
 - (g) Shall not be located in special flood hazard areas without the proper review and approval by the Floodplain Administrator.
 - (h) Maximum generation capacity 1 Mega Watt (MWac).
 - (i) Maximum land area shall be 3 acres.

- (j) Bonding for 100% of removal costs.
- (k) A development plan showing all necessary improvements shall be submitted to the Board of Adjustment for approval.
- (l) The installation of a solar facility shall benefit the residences and/or businesses of the City of Seaford and not be contrary to the health, safety or welfare of the City of Seaford.

Sec. 15-41. Accessory uses.

- (a) Only the following accessory uses shall be permitted:
- (1) Accessory use on the same lot with and customarily incidental to any of the permitted uses in Section 15-40.
 - (2) Accessory solar systems.
 - (3) All accessory uses shall be located not less than twenty feet from the side or rear property line and no closer than the front building setback line.

Amended 6/0/03
(Zoning Ord., §302.1, 9/23/69)

Sec. 15-42. Area and bulk regulations.

- (a) The following area and bulk regulations shall be observed:
- (1) Lot Size - 15,000 square feet minimum
 - (2) Lot Width - 100 feet minimum
 - (3) Lot Coverage - 50% maximum
 - (4) Building Setback Line - 50 feet minimum
 - (5) Side Yards - 20 feet minimum each
 - (6) Rear Yard - 25 feet minimum
 - (7) Height - 35 feet maximum or 3 stories
 - (8) Lot Depth - 150 feet minimum
- (Zoning Ord., §302.2, 9/23/69)

Sec. 15-43. Gasoline service stations. Regulations.

Gasoline service stations shall be subject to the regulations required by Section 15-33 of this Chapter.
(Zoning Ord., §302.3, 9/23/69)

Sec. 15-44. Car wash establishments; regulations.

Car wash establishments shall be subject to the regulations required by Section 15-34 of this Chapter.
(Zoning Ord., §302.4, 9/23/69)

Sec. 15-45. Conversion of dwelling to non-residential use.

The conversion of a dwelling to a non-residential use shall be required by Article 5 of this Chapter.
(Zoning Ord., §302.5, 9/23/69)

Sec. 15-46. Off-street parking regulations.

The off-street parking regulations shall be required by Article 5 of this Chapter.
(Zoning Ord., §302.6, 9/23/69)