

REVISED 4/20/16

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
April 26, 2016
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Moment of silence in honor of the passing of the former Supt. of Electric Larry McMullen.
 - Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on April 12, 2016.

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Present for approval the promotion of Acting Chief of Police/Captain Gary W. Flood to the position of Chief of Police.
2. Present for approval the employment contract with the new Chief of Police Gary W. Flood.

Pause to hold the promotional ceremony for Chief of Police Gary W. Flood.

3. Mr. David Hickey, PTA Del/VAL to present recommendations from the appeals made during the tax appeal hearing held on March 8, 2016.
4. Seaford Tomorrow will present their strategic plan for their support for the Downtown Revitalization.
5. Bids - 2017 Electric Service Truck.
6. Bids - Kiwanis Park Lighting for SVFD Tribute and park.
7. Present the Certificate of Election results for 2016 Municipal Election held on Saturday, April 16, 2016.
8. Present quotes for the borrowing for the 2016 JCB Backhoe 3CX-14.

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AGENDA- REVISED 4-27-16

Regular Meeting of the Mayor and Council

April 26, 2016

NEW BUSINESS (CONTINUED):

9. Mayor to discuss public comment.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Delaware League of Local Governments, Duncan Center, Dover April 28th @ 6 p.m.
2. Administrative Professional Day
3. Budget workshops - May 2nd and May 17 from 6 p.m. - 8 p.m. at City Hall.
4. 65th Annual National Day of Prayer, Thursday, May 5th from 12:20 p.m. to 12:40 p.m. at City Hall
5. Nanticoke Little League opening day Saturday, May 7th at 7:30 a.m. at Williams Pond Park.
6. Clean Up Week is from May 9th to May 13th for the City of Seaford residential households only. Go to www.seafordde.com and click on home then services for the drop down information on Clean Up week to find out what will and will not be picked up during the week.
7. Mayor's Right Choice Award taking applications from a high school senior living in the Seaford School District until 5 p.m., May 6, 2016. Information available at www.seafordde.com.

COMMITTEE REPORTS:

1. Police & Fire - Councilwoman Leanne Phillips-Lowe
2. Administration - Councilman H. William Mulvaney III
3. Parks and Recreation - Councilman Orlando Holland
4. Operations Committee - Councilman Dan Henderson
5. Electric - Councilwoman Peterson

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))

April 22, 2016

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager 

RE: Recommendation to Promote
Captain Gary W. Flood to
Chief of Police Effective April 26, 2016

As the City Manager I am recommending that Captain Gary W. Flood be promoted to the position of Chief of Police. This recommendation is based on the results of the oral interview process held with Mayor David Genshaw, Vice-Mayor and Councilwoman Leanne Phillips-Lowe, Assistant City Manager Charles Anderson with the prospective five candidates. Captain Flood was the number one ranked candidate.

Furthermore he has served in all ranks of the Police Department, demonstrated his knowledge of the department, community, and the immediate tasks to be undertaken and completed. He has assured us he is up to the challenge.

Therefore the recommendation is that he be the next Chief of Police for the City of Seaford Police and 911 Center Departments.

April 22, 2016

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager /LOP

RE: Employment Agreement for
Gary W. Flood, Chief of Police
Effective April 26, 2016

Attached is the Employment Agreement with the Chief of Police Gary W. Flood for the period April 26, 2016 through June 30, 2018. The pay is set per Mayor and Council approval for this position that was advertised when seeking candidates. In addition the terms are in accordance with the Employee Handbook, the Delaware County & Municipal Police & Firefighters pension plan and 11 Del.C. Section 9301, Police Chief Due Process.

Please note the date is June 30, 2018 for expiration so it follows all other Employment Agreements to end at the end of the budgetary fiscal year. Employee would have to give 90 notice should he desire to terminate the contract before June 30, 2018.

The above references are the principal highlights for this Employment Agreement.

If you have any questions please contact me.

EMPLOYMENT AGREEMENT
Chief of Police

THIS AGREEMENT made this 26th day of April 2016 by and between the Mayor and Council of the City of Seaford (hereafter "the City");

And

Gary Flood (Hereafter "the Employee");

WHEREAS the City desires to hire Employee as the 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 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 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 30 miles of the City of Seaford, City Hall, 414 High Street, Seaford, DE 19973.

2) **Term:** The term of employment shall be for two (2) years and sixty-five days with an initial six month probationary period ending on October 26, 2016.

Continued employment of Employee after said date shall be under the term 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 \$100,000.00 payable weekly. Future increases in the minimum annual salary shall be at the sole discretion of the Mayor and Council. The effective date of the pay increase is on April 27, 2016. However, there will not be another adjustment in 2016 due to the short time between this pay and the annual pay effective July 1, 2016.

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.

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

(C) Employee is a participant in the Delaware County & Municipal Police & Firefighters Pension Plan and will continue as such making such contribution as other sworn officers in the Seaford Fraternal Order of

Police Bargaining Unit of his base salary to this plan. As of this date the contribution is 7% of base pay.

5) Duties:

(A) Authority: The Chief of Police is considered to be one of the three directors of the City of Seaford. He is considered to be the Chief Operational Officer within the Department. He is responsible for the execution of all policies, operations, and discipline within the Police Department. 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 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 Chief of Police 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, 2018. The Mayor and Council reserve the right, at its sole discretion, to buy-out the balance of the contract, in which case, this contract would 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.

The City of Seaford

Mayor David Genshaw

Witness

Attest: _____
Dolores J. Slatcher
City Manager

Dated: _____

Dated: _____

Gary W. Flood
Chief of Police

N.B.3
4/26/16

April 1, 2016

Mrs. Tracy Tobert
Seaford Real Estate Office
414 High St.
Seaford, DE 19973

RE: Assessment Appeals 2016

Tracy,

I have reviewed two appeals presented at the last council meeting. I have carefully considered the appellants concerns and have conducted this review in light of those concerns.

Property No. 1 – 711 Woodlawn Ave. PIDN 531-10.17-036.00 Acct # -235

The basis of this complaint stemmed from the recent purchase of the property at a price less than the current assessment. After explaining that the recent sale did have any bearing on the current assessment which was done in 2007-2008. While the some sales of 1 story dwelling occurred during the time of the reassessment the number of homes which sold comparable in size with the subject is somewhat limited. As such and in consideration of the appellants comment regarding the assessment of another home on Woodlawn which was somewhat larger but appeared to be assessed slightly lower. As such I carefully reviewed and compared the quality and condition classifications for all the homes on Woodlawn. Accordingly, I have determined that the quality classification adjustment made to the subject property may have been somewhat elevated, this probably may have occurred as it is one of the newer homes on Woodlawn. As a result of this review I would recommend that the quality adjustment factor for the subject be lowered for 1.25 to 1.15 which is much more consistent with the quality adjustment factors of the other single story homes on Woodlawn. This adjustment will lower the assessment from \$290,200 to \$274,400.

Recommendation : Adjust value to \$274,400 to conform with other quality adjustments with neighboring properties.

Property No. 2 – 217 N. Pine St. PIDN 431-5.00-166.00 Acct # 1675

The basis of this appeal stemmed from the appellants prospective sale of this property following the recent demise of her husband. There were approximately 16 sales of older, pre 1910, two story homes in the subject neighborhood during the reassessment period. These sales ranged from \$135,000 and \$174,900 with an average sales price of \$150,400 which is very close to the subject assessment of \$152,200. In addition, I reviewed that subject assessment in relation to other similar properties on N. Pine St. There are approximately 12 homes on N. Pine built between 1880 and 1934 having roughly the same size as the subject. The assessments of these properties range from \$133,500 to \$196,000 with an average of \$153,600 which is slightly higher than the subject assessment of \$152,200.

Therefore, based upon this review it appears that the current assessment of the subject is consistent with both the sales having taken place during the assessment period as well as with other comparable homes in the subject neighborhood.

Recommendation : No change is recommended.

If you have any questions regarding his review, please do not hesitate to contact me.

Respectfully,

David R. Hickey
PTA/DelVal

N.B.5
4/26/16

To; Dolores Slatcher, City Manager

From: Bill Bennett, Supt. of Electric 

Date: 4/19/16

Re: 2017 Electric Utility Service Truck

After reviewing the bids for the 2017 Electric Service truck and confirming that the bid met our specifications, I would like to recommend proceeding with awarding the bid to Altec Industries Inc. for a price of \$107,206 which includes \$10,000 for the trade in of 2006, Ford, F550.

During the FY 16 budget workshops I was instructed to get bids and the cost would be in the FY 17 budget. In the FY 17 budget submission I provided a budget number of \$130,000 with a trade of \$10,000 for a total cost of \$120,000. Based on receiving the actual bid of \$107,206 the capital budget can be reduced to reflect the bid. Also the plan is to borrow funds for this purchase with loan being for four years. The delivery time is estimated to be 270-300 days so the truck should arrive between Jan-March. Therefore the budget should reflect a six month debt repayment for the loan.

If you have any questions or would like to see the trade-in please contact me.

N.B.L
4/26/16

To; Dolores Slatcher, City Manager

From: Bill Bennett, Supt. of Electric *Bill Bennett*

Date: 4/21/16

Re: Kiwanis Park Lighting

After reviewing the bids for the Kiwanis Park Lighting and confirming that the bid met our specifications, I would like to recommend proceeding with awarding the bid to Rumsey Electric Company for a price of \$25,298.00. The estimate given for the project was \$25,710.00 so the bid is \$412.00 under the estimate.

The delivery time is estimated to be 8-10 weeks.

The City is working with Representative Short to obtain Community Trust Funds (CTF) as part of the lights are for the SVFD Tribute. Management is recommending awarding the bid contingent on obtaining the necessary funding.

**City of Seaford
Kiwanis Park Lighting
Bid Tabulation**

Bidder	Total Base Bid
Rumsey	\$ 25,198.00
Wesco	\$ 2,125.00
Cenergetix	\$ 38,299.00
Anixter	\$ 25,827.36

N.B.7
4/26/16

CERTIFICATE OF ELECTION

The Annual Municipal Election held on **Saturday, April 16, 2016**, resulted as follows:

Total Number of Ballots Cast: 315
(Includes 31 Absentee Ballot)

FOR CITY COUNCIL MEMBER – THREE (3) YEAR TERM

Frank Daniel Cannon, Jr. 87
Leanne Phillips-Lowe 228

ELECTION COMMITTEE

Elaine Vincent, Presiding Officer

Sharon Drugash, Election Judge

George Logan, Election Judge

Rick Peterson, Election Judge

Velda Scye, Election Judge

Elaine Vincent
Sharon Drugash
George Logan
Rick Peterson
Velda Scye

Subscribed and sworn before me on this 16th day of April, 2016

Erica B Colegrove
Notary Public



N.B.g
4/22/16

Memo

To: Mayor & Council
From: June Merritt, Director of Finance & H.R.
CC: Dolores J. Slatcher, City Manager
Date: April 22, 2016
Re: 2016 JCB Backhoe – Rate Quotes

A "Request for Quote" was sent to seven of the local financial institutions. I only received a quote from one of them. I have attached their loan proposal which summarizes their terms.

Based upon the information submitted, I recommend that the City of Seaford secure a fixed rate loan with The Bank of Delmarva.

LOAN PROPOSAL

This Term Sheet is for discussion purposes only and used to facilitate communication between Bank and Borrower. As defined below, it does not represent a commitment to provide financing and should not be construed as one.

CREDIT FACILITY

Bank: The Bank of Delmarva

Borrower: City of Seaford

Guarantor (s): N/A

Loan Purpose: To provide funds to purchase a 2016 JCB Backhoe 3CX-14 Super 4WD

Proposed Commitment Amount: \$102,825

Loan Type: Term Loan

Term: 5 year term fully amortizing

Interest Rate:

- **Fixed Rate:** Fixed Rate at 3.15% fixed for the term of the loan
- **Variable Rate:** 70% of Prime (Based on prime today of 3.50% your rate would be 2.45%

Loan Fee: None

Prepayment Penalty: None

Collateral/Security:

- Perfected security interest against the backhoe

Additional Conditions Applicable to Credit Facility:

Other Conditions:

- Satisfactory review of the financial condition of the Borrower,
- Bank will receive, annually financial statements
- This proposal is subject to change based on further discussions.