

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
May 12, 2015
SEAFORD CITY HALL - 414 HIGH STREET

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the Regular Council meeting of April 28, 2015.

Councilwoman Grace Peterson and Councilman Orlando Holland to take the Oath of Office for their next term.

Mayor Genshaw to have Council vote on the Vice-Mayor for the next year.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Discuss a purchase of sale agreement with S C Cummings & Sons, Inc. for the Pine Street Substation Expansion.
2. Request for Western Sussex Boys and Girls Club parking lot to be dedicated for public use to allow for the use of Community Transportation Funds for paving, curbing, and traffic control signage.
3. Discuss installing sidewalk and new fencing along Stein Highway from Market Street east to Family Dollar and moving parking in front of the Nanticoke Senior Center as an inset to free up the conflict with the Hooper's Landing walking/biking trail using Community Trust Funds and City funds.

OLD BUSINESS:

1. Mr. Bamdad Bahar to present the status of his ownership filing and insurance coverage to Council so they can make a decision on the delayed Notice to Proceed order for the demolition of 114 High Street.
2. Councilman Mulvaney's presentation of his public comment policy for having a public comment time on the regular meeting of the Mayor and Council agendas.

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Regular Meeting of the
Mayor and Council
May 12, 2015

OLD BUSINESS (CONTINUED):

3. Present charter changes related to the candidate filing deadline and time of the Municipal Elections.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Clean Up Week, May 11th - May 15th (in progress) for City of Seaford residents only.
2. DEMEC Joint Community Briefing Session, May 14th; 4 p.m.; Dover Downs
3. FY16 Budget Workshop, May 19th; City Hall, 5 p.m.
4. 150th City Anniversary celebration and Towne & Country Fair to be held May 22, 23, & 24 at City Hall on the 22nd; Ross Mansion 23rd and 24th.

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))

N.B. 1
5/12/15

MEMORANDUM

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager

RE: Pine Street Substation Expansion
Purchase of Land – S C Cummings & Sons, Inc.
And June S. Cummings

May 8, 2015

The City of Seaford Management and Electric Committee have been discussing off and on the need to expand the Pine Street Substation over the last five years. Previously staff worked with Downes Associates to explore the possibility of this expansion. Preliminary information suggested that the road serving the businesses off of Pine Street Extended (Maple Street – Alley) could be impacted by the closure of a portion of the road, cutting off the north access adjacent to the Pine Street Substation. The reason for this closure was to utilize the existing lands owned by the City of Seaford just south of the substation. In addition, new storm water regulations were in the process of being adopted and would impact this project. This substation is our single-point of delivery to the 69KV line owned by Delmarva Power for supply of power to the City. If this substation fails then emergency measures would have to be taken at a greater cost to serve the businesses and residents power in Seaford.

The City had other major projects underway which has delayed further action and focus on this project. Today we have the opportunity to purchase the S C Cummings lands and expand north without road closure, creating new access points that would trigger a Del DOT approval, and hopefully have more land area to work within the new storm water regulations.

The Staff has prepared the necessary request for proposals to solicit a firm to perform the engineering to develop the bid specifications and design.

The Staff has also explored the option of funding this through the Delaware Municipal Electric Corporation. If this option is chosen, then DEMEC would own the substation until we have paid off the debt service and repurchase at the end for one dollar.

Staff was given approval to have the lands appraised by Carmean Appraisal Group. Mayor Genshaw and the City Manager met with the Cummings family to determine their interest in selling the property and to advise the City would do an appraisal, which would be used as the City's offer for their property. Once the appraisal was completed, we met again and they determined they were agreeable to this offer. City Solicitor Jim Fuqua was asked to prepare the Contract of Purchase and Sale which is being presented at the May 12, 2015 Council meeting for consideration.

Council will need to decide the following:

- 1) To expand the substation put in service in 1975 with switch gear upgraded in 1988.
- 2) To upgrade the distribution circuits as identified to allow for the de-energizing of Central Substation and its removal.
- 3) To view the removal of the 69KV transmission wires and poles which tie Pine and Central substations.

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Pine Street Substation Expansion

Purchase of Land – S C Cummings & Sons, Inc.

And June S. Cummings

May 8, 2015

- 4) To potentially create a second tie-point to the 69KV Transmission lines via Delmarva Power's North Substation and Ross Substation.
- 5) To purchase the S C Cummings property for the substation expansion
- 6) To evaluate the funding options:
 - a. DEMEC – authorized by City Council
 - b. USDA
 - c. Issue City bonds – referendum to approve (a public vote)
- 7) To authorize a Request for Proposal for engineering services to select a firm
- 8) To seek method of financing
- 9) Release of bids for construction

The above is an overview of numerous discussions that have occurred over the last decade.

The first two decisions to be made are:

- To expand the Pine Street substation or not?
- If so, to purchase the S C Cummings property for the next step of designing the expansion.

Pictures will be presented of the existing Pine Street Substation and the S C Cummings property.

Attached is the Contract of Purchase and Sale.

If you have any questions regarding this memorandum I would request you contact Mayor Genshaw or myself. Thanks.

Cc: Charles Anderson, ACM
Bill Bennett, Supt. of Electric
Rick Garner, Electrical Engineer
June Merritt, DF

CONTRACT OF PURCHASE AND SALE

(1) SELLER: S. C. CUMMINGS & SONS, INC. and JUNE S. CUMMINGS,
c/o Chesapeake Corp.

of P.O. Box 651, Cambridge, MD 21613

Tele. No.: _____ (HOME) _____ (WORK)

Social Security Nos.:

_____ hereby agrees to sell and
convey unto

(2) PURCHASER: CITY OF SEAFORD of

P.O. Box 1100, Seaford, DE 19973

Tele. No.: 302-629-9173 (HOME) _____ (WORK)

(3) DESCRIPTION: Purchaser(s) hereby agree to purchase from
Seller(s) the property identified as:

Approximately 1.1046 acres identified as Sussex Tax Map Parcel
3-31-5.14-001.01 as more particularly described in
Exhibit A attached.

_____ upon the following terms and conditions:

(4) PURCHASE PRICE: \$160,000.00

_____ of
which \$1,000.00 as
deposit money is placed in an account at FUQUA, YORI AND WILLARD, P.A.

ADDITIONAL DEPOSIT DUE: NONE

CASH BALANCE:

\$159,000.00

PROCEEDS OF FIRST MORTGAGE: NONE

TERMS: A) PAYMENT OF PURCHASE PRICE SHALL BE IN A LUMP SUM OR IN

TWO EQUAL PAYMENTS ONE IN 2015 ONE IN 2016, AS DETERMINED BY SELLER

B) PURCHASER SHALL LEASE BACK THE PROPERTY TO SELLER AT A RENT OF \$500 PER MONTH FOR UP TO 24 MONTHS. SELLER MAY TERMINATE LEASE AT ANY TIME UPON NOTICE TO PURCHASER AT LEAST 30 DAYS PRIOR TO TERMINATION DATE.

If a commitment for financing as set out above cannot be obtained on or before N/A, this Contract shall become null and void and all deposit monies shall be returned to Purchaser(s).

5. SETTLEMENT: Final settlement shall be completed on or before the 1ST day of NOVEMBER, 2015, at which time possession shall be given. It is expressly understood and agreed that if a longer time is necessary to secure a survey, or to prepare the necessary legal and financial settlement documents, then the date of settlement shall be extended for a reasonable time to effect these conditions.

6. TRANSFER TAX & COSTS: A three percent (3%) transfer tax is to be equally divided between Seller(s) and Purchaser(s). Seller(s) shall pay for deed preparation. All other settlement charges, attorneys fees, and Recording Costs shall be split equally between Buyer and Seller. N/A

7. TERMITE: Termite inspection by a licensed inspector is to be accomplished at the expense of the Buyer. Should there be evidence of active termite or any wood destroying infestation, and/or damage is discovered, Seller(s) shall have the option of correcting same at Seller(s) expense. Otherwise, Purchaser(s) may declare this agreement null and void, in which case all deposit monies shall be refunded. N/A

8. FORFEITURES: Should the Purchaser(s) fail to make payments and/or settlement as specified above, the sums paid on account shall be retained by the Seller(s), who may elect to accept such sums either as liquidated damages or as part payment on the purchase price in the event of forfeiture of the deposit, the Seller(s) shall allow the Agent one-half thereof, but not more than said commission, as a compensation for his services. If either Purchaser(s) or Seller(s) default under this Contract of Purchase and Sale, such defaulting party shall be liable for the commission of Agent, and any expenses incurred by the non-defaulting party, including attorneys fees in connection with this transaction and the enforcement of subject Contract of Purchase and Sale.

9. PRORATIONS: Taxes, special assessments, fuel, rent, water,

sewer and other fixed charges are to be prorated as of day of settlement.

10. FIXTURES: Sale includes all drapery rods, curtain rods, shades, blinds, window screens, awnings, storm windows and doors, landscaping, TV antenna, built-in appliances, fixtures and all fixed installations belonging to the Seller(s) upon the premises shall remain and be included in this sale.

11. TITLE: Title is to be good and marketable, clear of all liens and encumbrances, except restrictions of record and existing easements, in case the title is found defective, the deposit money will be refunded and all legal expenses involved will be paid by the Seller(s).

12. RISK: The risk of loss or damage to the said premises by fire, windstorm or other casualty until settlement is assumed by the Seller(s).

13. INSPECTION: Purchaser(s) represent that an inspection satisfactory to Purchaser(s) has been made of the property and Purchaser(s) agree to accept the property in its present condition except as may be otherwise provided herein.

14. SPECIAL TERMS: _____

15. BINDING COVENANTS: This agreement shall be binding not only upon the parties themselves, but upon their heirs, executors, administrators, successors or assigns as well. This Contract of Purchase and Sale constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all of the parties.

IN WITNESS WHEREOF, the Purchaser(s) and Seller(s) have hereunto set their hands and seals.

DATE: _____

SELLER(S):

S.C. CUMMINGS & SONS, INC.

Witness

(SEAL)
President

Witness

(SEAL)
June S. Cummings

DATE: _____

PURCHASER(S):

THE CITY OF SEAFORD

Witness

(SEAL)
David Genshaw, Mayor

Witness

(SEAL)
Dolores J. Slatcher, City Manager

N.B.2
5/17/15

Memorandum

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager

RE: Western Sussex Boys & Girls Club
Dedication Agreement for Public Parking

May 8, 2015

This document is the first step in the City of Seaford assisting with obtaining Community Transportation Funds for the repaving and improvements on behalf of the Western Sussex Boys and Girls Club.

If approved then the City is expecting to see the improvements being requested so the estimate can be prepared for presentation to our State Elected representatives for allocation of CTF funds. City staff would be responsible for all phases of agreements, writing specs and bidding, and submitting reimbursement requests to the State of Delaware for the CTF funds.

Upon completion of the improvements then Western Sussex Boys and Girls Club would be responsible for the maintenance for the duration of the agreement for dedicating the parking lot to public use.

Prepared by: City of Seaford
Address: P.O. Box 1100
Seaford, DE 19973
TMP: 3-31-5.00-004.02
Return to: Alexis F. Jamison
House of Representatives
820 N. French St. - 11th Floor
Wilmington, DE 19801

**DEDICATION AGREEMENT
FOR**

**BOYS & GIRLS CLUB OF DELAWARE
(Western Sussex Boys & Girls Club)
PARKING LOT**

We, the undersigned, are collectively the owners of all those certain lots, pieces and parcels of lands and premises situated in Seaford Hundred, Sussex County, State of Delaware, known as the parcel bordering Virginia Avenue and more particularly identified as Tax Map and Parcels 3-31-5.00-004.02 of which adjoins those certain roadways known as Virginia Avenue.

As the sole owners of the said lands and premises, it is our desire and intent by this writing to create, acknowledge, and dedicate to public use the said Western Sussex Boys & Girls Club Parking Lot, 310 Virginia Avenue, Seaford, DE as a public right-of-way corridor for the life of the paving or not to exceed a term of fifteen years from the date of paving being _____.

This dedication agreement supersedes all previous dedication agreements. This Dedication Agreement is dated this _____ of _____, 2015.

It is the further desire and intent of the undersigned that this Dedication Agreement, dedicating the said Western Sussex Boys & Girls Club Parking Lot to public use, shall be binding upon our respective selves, heirs, administrators, successors, and assigns.

It is the further desire and intent of the undersigned that this Dedication Agreement be recorded in the Office of the Recorder of Deeds in and for Sussex County, as a matter of public record.

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Boys & Girls Club of Delaware
(Western Sussex Boys & Girls Club)
Dedication Agreement - Parking Lot

IN WITNESS THEREOF, Intending to be legally bound hereby, the undersigned have hereunto set their respective hands and seals upon the dates so indicated below.

Boys & Girls Club of Delaware

Witness

BY: George Krupanski

STATE OF DELAWARE }
 } SS.
COUNTY OF SUSSEX }

Be it remembered that on this _____ day of _____, A.D., 2015, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, a party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed.

Given under my Hand and Seal of office, the day and year aforesaid.

Notary Public

N.B.3
5/12/15

MEMORANDUM

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager

RE: Community Transportation Fund Projects
& City of Seaford

Stein Highway Sidewalk:

This is a project Councilman Henderson requested we revisit following the decision on the Safe Routes to School to improve the pedestrian walkway from Market Street east to Family Dollar on the south side of Stein Highway in front of the Seaford Middle School.

The City has received the necessary construction and permanent easements from the two adjoining property owners – Macedonia A.M.E. Church and Odd Fellows Cemetery. This was necessary to obtain Del DOT approval for the fence replacements required due to change in grade created by the installation of the sidewalk. We have Del DOT approval to include the fence in the project cost due to the changes in grades and impact on the fence in effect reducing the height for Odd Fellows, and condition of both fences and impact on removal and replacement during the construction.

The total estimate for this project is \$84,480.

Cost sharing proposal:

Community Transportation Funds -	\$55,757.00
City of Seaford -	- \$28,723.00

Note: Seaford would use Municipal Street Aid Funds or the Chesapeake Reserve fund dedicated to public works projects.

A copy of the estimate is attached.

Council will need to decide to approve the project as presented or to decline this project.

Hooper's Landing Walking & Biking Trail:

This is a staff project based on public complaints and observations. We are recommending the parking spaces directly in front of the Nanticoke Senior Center be moved in towards the Center to eliminate the conflict with parking and the walking and biking trail. This change would allow greater distance between parking and the trail improving public safety. In addition new curbing and sidewalk with handicap ramps at the entrances would be installed. The City owns the land so no easements would be acquired.

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Mayor and Council

**RE: Community Transportation Fund Projects
& City of Seaford**

May 8, 2015

The total estimate for this project is \$65,808.75

Cost sharing proposal:

Community Transportation Funds - \$43,433.78

City of Seaford - \$22,374.97

Note: Seaford would use Municipal Street Aid Funds or the Chesapeake Reserve fund dedicated to public works projects.

A copy of the estimate is attached.

Council will need to decide to approve the project as presented or to decline this project.

STEIN HIGHWAY SIDEWALKS

CONSTRUCTION COST ESTIMATE - PRELIMINARY

January 22, 2015

PROJECT ELEMENT	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization		1	LS	2000	\$2,000
Traffic Control		1	LS	8000	\$8,000
Surface Preparation		1		2500	\$2,500
Concrete Sidewalk - 5' wide	4" thick	3865	SF	12	\$46,380
Concrete Driveway Aprons - 5' wide	6" thick	300	SF	15	\$4,500
Curb/Gutter-Remove and Replace at Driveway Entrance Transitions	4" high	35	LF	100	\$3,500
Type 1 Curb Ramp		1	EA	1500	\$1,500
Site Restoration		1		2000	\$2,000
Chain Link Fence	42" high	710		20	\$14,200
Chain Link Fence - Vinyl coated	60" high	120		30	\$3,600
Construction Contingency (10%)					\$8,800
TOTAL					\$84,480
<p>Cost includes new 5' sidewalk on south side of Stein Highway, along front of Odd Fellows Cemetery, between Market St and Family Dollar Store</p> <p>Not included in Cost Estimate:</p> <ul style="list-style-type: none"> -Upgrade of 42" high fence to vinyl coated (\$1,000 +/-) -Stormwater Management (since disturbance is less than 5000sf) 					

Hooper's Landing Parking Lot Paving Est

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00
Excavation	100	CY	\$ 25.00	\$ 2,500.00
Remove curbing on Locust St	300	LF	\$ 5.00	\$ 1,500.00
Crushed Aggregate Base Course	125	Tons	\$ 55.00	\$ 6,875.00
Base Repairs	150	SF	\$ 7.00	\$ 1,050.00
Leveling Course	50	Tons	\$ 150.00	\$ 7,500.00
1.5" Hot Mix Asphalt	2500	SF	\$ 0.85	\$ 2,125.00
2" Hot Mix Asphalt	2500	SF	\$ 1.25	\$ 3,125.00
5' Sidewalk	250	LF	\$ 50.00	\$ 12,500.00
HC Ramp with Curb & Domes	4	Ea	\$ 1,000.00	\$ 4,000.00
Curb 18"	300	LF	\$ 25.00	\$ 7,500.00
Painting	LS		\$ 1,500.00	\$ 1,500.00
Reset Meter Pit and Valve Box	LS		\$ 1,750.00	\$ 1,750.00
Signage with post	6	Ea	\$ 300.00	\$ 1,800.00
Survey and Engineering	1	LS	\$ 2,500.00	\$ 2,500.00
Sub-total				\$ 57,225.00
Contingency @ 20%			TOTAL	\$ 8,583.75
			TOTAL	\$ 65,808.75

6 12 14

Revised 5/4/15

OB 2
5/12/15

PROPOSED POLICY – PUBLIC COMMENT(S)

SEAFORD CITY COUNCIL MAY 12, 2015

- 1. PUBLIC COMMENT placement on the Council Agenda is between OLD BUSINESS and REMINDER OF MEETINGS & SETTING NEW MEETINGS.**
- 2. Commentary is limited to a controlled duration of three (3) minutes with a maximum of five (5) speakers per Council Meeting.**
- 3. Written commentary pertaining to the Speaker's presentation is permitted for Council review and not to become part of the permanent record.**
- 4. Speakers must be registered on the registration sheet posted at the entrance to Council Chambers 15 minutes (6:45 PM) prior to the Mayor calling the Regular Meeting to Order.**

ITEMS FOR INCLUSION IN WEBSITE INSTRUCTIONS FOR PUBLIC COMMENTS

COMMENTS MAY BE ON ANY GOVERNMENTAL ISSUE PERTAINING TO OR WITHIN THE JURISDICTION OF THE CITY OF SEAFORD THAT A MEMBER OF THE PUBLIC FEELS MAY BE OF CONCERN TO THE RESIDENTS OF SEAFORD. COMMENTS ARE NOT DEBATABLE AND SHALL BE ADDRESSED TO THE COUNCIL AS A WHOLE AND NOT ANY INDIVIDUAL THEREOF. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN DURATION AND WRITTEN COMMENTS PERTAINING TO THE SPEAKER'S PRESENTATION MAY BE SUBMITTED FOR COUNCIL REVIEW.

PERSONS ATTENDING AND/OR SPEAKING AT COUNCIL SHALL BE APPROPRIATELY DRESSED AND EXHIBIT STANDARDS OF CONDUCT OF COURTESY, DECORUM AND GOOD TASTE. SIGN IN REGISTRATION IS REQUIRED NO LATER THAN 15 MINUTES PRIOR TO THE PRESIDING OFFICER CALLING THE COUNCIL MEETING TO ORDER. REGISTRATION INCLUDES THE SPEAKER'S NAME, ADDRESS AND THE SUBJECT MATTER OF THE COMMENTARY FOR THE ACCURACY OF THE COUNCIL MINUTES.

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO STOP A SPEAKER FROM FURTHER COMMENT IF THE SPEAKER DIGRESSES FROM THE RESTRICTIONS AS TO TIME OR MATTERS WITHIN THE CITY'S BUSINESS OR JURISDICTION.

O.B.3
5/12/15

DELAWARE STATE

148th GENERAL ASSEMBLY

BILL NO.

AN ACT TO AMEND VOLUME 43, CHAPTER 184, LAWS OF DELAWARE AS AMENDED ENTITLED "AN ACT CHANGING THE NAME OF THE TOWN OF SEAFORD TO THE CITY OF SEAFORD AND ESTABLISHING A CHARTER THERFOR," RELATING TO ANNUAL ELECTIONS

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE (Two-Thirds of all members elected to each house thereof concurring therein):

Section 1. Amend Section 6(c) Volume 43 Charter 184 Laws of Delaware as Amended, by striking "Fourth Friday of March" as it appears therein and substituting in lieu thereof "Last Friday in February"

Section 2. Amend Section 7(A) Volume 43 Chapter 184 Laws of Delaware as Amended, by striking "Ten (10) a.m. and shall close at Six (6) p.m." As it appears therein and substituting in lieu thereof "Seven (7) a.m. and shall close at three (3) p.m."

SYNOPSIS

Section 1 amends the date of notification of a candidate filing for office. Section 2 amends the hours that the polls are open for annual City elections.