

Revised 5/2/18

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
May 8, 2018
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.
 - Executive Session - Negotiations; site acquisition and pending litigation.
 - Approval of minutes of the regular meeting on April 24, 2018.

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

Judge Jennifer Sammons will give the Oath of Office to David Genshaw for the position of Mayor and to Orlando Holland and James King for the position of Councilman.

Mayor Genshaw to hold election for Vice-Mayor

Mayor Genshaw to appoint Council liaisons

Mayor Genshaw to present the 2017 APPA safety award received by the City Electric Department to the Director of Electric, Bill Bennett.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Sussex County Engineer Hans Medlarz, to present changes to the Wastewater Service Agreement between the City of Seaford and Sussex County Unified Sewer District for approval.
2. Mike Bailey, Building Official to present a request to approve a change order to the City Demolition Bid Contract in the amount of \$18,158 to demo all structures located on the City owned property located at 411 E. King Street.

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3. Berley Mears, Public Works Director to present request from Tracy Dorsey of 444 Purnell Street to paint the curbing in the area yellow to designate no parking.
4. Bids - Street Paving
5. Bids - Trash Services.
6. Tracy Torbert, Executive Secretary to present proposed revisions to the voter registration process.
7. Present for approval proposed changes to Section 27(D) & (J) of the City Charter related to unpaid taxes becoming a first lien against property of the owner for a period of 10 years from the date of assessment and a reduction of the required time a homeowner, heir, executors and assigns can redeem the property from the date of sale of the property is approved by a Court of law as provided in Title 9 of the Delaware Code.

OLD BUSINESS:

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Clean Up Week is from May 14 - 18 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.
2. Budget Workshop - May 14th starting at 6:00 p.m.
3. National Public Works Week; May 20 - 26
4. Seaford High School Graduation; June 1st, 6:00 p.m. at Bob Dowd Stadium.
5. Mayor's Right Choice Award taking applications from a high school seniors living in the Seaford School District until 5 p.m., May 4, 2018. Information available at www.seafordde.com.

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6. All City Offices & Utilities will be closed on Monday, May 28th for the Memorial Day holiday. If there is an emergency, please call 629-4550

COMMITTEE REPORTS:

1. Police & Fire - Councilwoman Leanne Phillips-Lowe
2. Administration - Councilman Orlando Holland
3. Code, Parks and Recreation - Councilwoman Grace Peterson
4. Public Works & WWTF - Councilman William Mulvaney
5. Electric - Councilman Dan Henderson

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

EXECUTIVE SESSION:

Negotiations; site acquisition and pending litigation.

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: 5/2/18

Posted by: TNT

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

NB # 1
5-8-18

The Agreement for Services is made and entered this _____ day of _____, 2018 ("Effective Date"), by and between THE CITY OF SEAFORD, a municipality of the State of Delaware (hereinafter referred to as "CITY"), and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as "COUNTY").

WHEREAS, the CITY owns and operates a wastewater treatment plant located on Nanticoke Avenue in Seaford, Delaware to be referred to as the "WWTP;" and

WHEREAS, City and the County previously entered into an agreement to allow the County to transmit sanitary sewage from the Blades Area of the Sussex County Unified Sanitary Sewer District to the WWTP for treatment and disposal, which was last amended by the parties on January 24, 2017; and

WHEREAS, the County proposes to convey sanitary sewage emanating from the collection systems of the Western Sussex and Blades Areas of the Unified Sanitary Sewer District to the CITY's sanitary sewer system for treatment at the WWTP; and

WHEREAS the CITY wishes to grant the COUNTY the privilege of discharging wastewater from the Unified Sanitary Sewer District of Sussex County into the wastewater facilities of the CITY; and

WHEREAS, the parties hereto desire to terminate all prior agreements and to substitute in-lieu thereof this Agreement between them relating to all areas of the Unified Sanitary Sewer District discharging to the CITY's WWTP.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

1. For the purposes of the Agreement, it is mutually agreed by the parties hereto that the following definitions shall apply unless the context indicates to the contrary:

- (a) Wastewater shall be defined as liquid waste delivered by the COUNTY to the CITY with characteristics generally recognized as those associated with normal domestic sewage conforming fully with the CITY's sewer use ordinance (SUO) and the requirements of "Wastewater Quality Criteria" attached hereto as Exhibit A.
- (b) Treatment shall be deemed to include those processes as are necessary to provide an effluent from the WWTP to fully comply with the National Pollutant Discharge Elimination System (NPDES) permit(s) issued by the State of Delaware.
- (c) Average Daily Flow (ADF) of the combined District areas shall be defined as the total monthly flow measured at the COUNTY'S pump stations divided by the number of days in said month.
- (d) District shall mean the Unified Sanitary Sewer District of Sussex County as shown on Exhibit B1 and B2, except that the COUNTY may enlarge or revise the boundaries of the District in accordance with the provisions of Chapter 65, Title 9, Delaware Code Annotated, without the necessity for further modification of the description contained herein. The COUNTY shall coordinate expansion or revision of the District boundaries with the CITY in accordance with the certified comprehensive land use plans of the CITY and the COUNTY.
- (e) Moratorium shall mean an authorized period of delay in the contribution

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of flows to the CITY's WWTP.

- (f) Equivalent Dwelling Unit (EDU) shall mean an arbitrary term used to express the volume based, load-producing effects on the sewer system caused by one average sized residential dwelling contributing 250 gallons per day of wastewater.
 - (g) Shared Transmission System shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by CITY and used to convey both COUNTY and CITY wastewater to the WWTP.
2. CITY agrees to accept for conveyance and treatment the wastewater of COUNTY pursuant to the terms of this Agreement; provided however, that CITY reserves the right to refuse to accept any wastewater which does not comply with the limits of Exhibit A attached hereto.
 3. COUNTY agrees to the Interjurisdictional Agreement for Industrial Pretreatment as per Exhibit D attached and incorporated hereto. The COUNTY shall codify the following language in County Code, Chapter 110, Water and Sewers "*Users discharging into the areas of the District where the City of Seaford provides treatment services shall be subject to the rules and regulations pursuant to the City of Seaford SUO Chapter 6, Title 7, Chapter 60, Section 6033 of the DE Code and 40 CFR Part 403 of the Federal Code*" legally authorizing the CITY to enforce the CITY'S Pretreatment Program in the District.
 4. It is mutually agreed by the parties hereto that this Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in effect for twenty (20) years, unless sooner terminated by mutual agreement of both

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parties hereto.

5. COUNTY will operate and maintain District pump stations and transmission mains, to the connection points with the CITY's manhole on the north side of the Nanticoke River, on Nanticoke Avenue and on the east side of US RT-13 at the CITY's pump station no. 16, or any other points of connection which may be established in the future by the mutual agreement of both parties.
6. COUNTY will install a magnetic flow meters at each pump station, recording weekly wastewater volume delivered by COUNTY to the CITY. All measurements of County's sewage flow, as required by this Agreement, shall be performed under a monitoring program conducted and paid for by the COUNTY. The results of the weekly flow measurements shall be provided to both parties monthly. The metering devices utilized to measure COUNTY's volumes flow shall be calibrated annually by an independent testing agency. The results of the calibrations shall be made available to CITY. If the calibration reveals a discrepancy greater than five percent (5%), the monthly sewer billing for operational costs to the COUNTY shall be adjusted (up or down) in the amount of the discrepancy for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within five percent (5%) accuracy. Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy unless the parties agree otherwise.
7. CITY agrees to accept the COUNTY's wastewater flows at the connection points up to the quantity limits set forth in the Agreement and treat COUNTY's wastewater to a degree sufficient to enable the final effluent to comply with the

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WWTP's NPDES Permit and to dispose of such treated effluent in compliance with said NPDES Permit and any other applicable laws, regulations, or policies.

8. CITY shall reserve ADF treatment capacity at the WWTP of approximately 75,000 gallons per day at the execution of this Agreement and an additional capacity of approximately 275,000 at the commencement of wastewater contributions from the Western Sussex Area for perpetual use by the COUNTY.
9. After commencement of wastewater contributions from the Western Sussex Area, the COUNTY shall secure additional capacity through payment of CITY's sewer impact fees on and equivalent dwelling unit basis. Impact fee shall be based upon the City of Seaford Municipal Code Section 11-23 –11-28. CITY will annually provide to COUNTY the impact fee rate amount applicable by June 1, preceding the upcoming fiscal year beginning July 1. Impact fees shall be payable to the CITY the first day of each quarter based on COUNTY sewer permit issuance, except for any of the legacy obligations assumed by the COUNTY with regards to Passwaters Farm, LLC and Bridgeville Park Center, LLC which stand at approximately 350 EDUs at execution of this Agreement. The EDU associated with the legacy issues shall be tracked separately by the COUNTY and accounted for annually until exhausted.
10. COUNTY agrees to pay CITY, *monthly*, its share of operational expenses related to the shared transmission and treatment facilities.
 - (a) Such share shall be determined by dividing the actual metered monthly flow discharged from COUNTY's District to the CITY's system by the total gallons metered monthly as discharged from the WWTP and multiplying that factor

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by the total operating expenses of the shared transmission and treatment facilities for that month.

- (b) Operational expenses shall include actual costs and expenses relating to operations, capital, repair, and maintenance, including the solar power facility at 8000 Herring Run Road, labor, materials and supplies that relate to the CITYs' operation of the shared transmission and treatment facilities.
- (c) The operational costs shall also include a ten (10) percent administrative charge calculated using the total COUNTY's operations and maintenance charges for the billing period. In addition, the generated kWh electrical production of the solar power facility and shall be credited against the total electrical consumption of the WWTP.
- (d) COUNTY agrees that a treatment surcharge may be added to the monthly charges for wastewater which does not comply with the Wastewater Criteria described in Exhibit A.
- (e) COUNTY agrees in the event wastewater discharged from the COUNTY's District into the treatment plant exceeds or violates the limits indicated in Exhibit A, and/or which will require special handling or treatment, the total costs for providing such special handling or treatment shall be determined by the CITY and shall be borne solely by the COUNTY.

11. Debt service associated with the 2016 Delaware Water Pollution Control Revolving Fund Loan shall be paid for by the CITY with proceeds from the sale of SREC's. Should this revenue not be adequate to meet the required debt service needs of the facility the CITY shall asses the COUNTY a proportionate share of the

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remaining debt service costs.

12. COUNTY agrees to pay semi-annual debt service associated with the shared transmission and treatment facilities on a flow proportional basis by dividing the actual metered annual flow discharged from COUNTY's District to the CITY's system by the total gallons metered annually as discharged from the WWTP and multiplying that factor by the annual future debt service of the shared transmission and treatment facilities for the immediately preceding year. In January of each year CITY shall send an invoice to the COUNTY for debt service costs for funds obtained through any legally issued Bond, loan or other debt instrument. The County shall pay the undisputed amounts of any invoice received from CITY for such costs within thirty (30) days of receipt thereof.
13. If COUNTY decides, during the term of this Agreement, to seek alternative options for treating the COUNTY's wastewater and eliminates flows to the CITY, the CITY can regain full use of all capacity given up by the COUNTY without compensation. In the event the COUNTY wishes to remove all or a portion of its flows purchased via impact fees, after execution of this Agreement, the CITY may regain that portion of the capacity given up by the COUNTY by reimbursing the COUNTY of up to seventy-five (75) percent of the associated impact fees paid for said capacity based on straight line depreciation of the financed assets.
14. If the CITY deems it necessary to impose a moratorium upon additional flows to the WWTP, the COUNTY will also be required to place a moratorium on their flows from the COUNTY and halt sewer permit issuance. The lifting of any moratorium implemented by the CITY will also lift the moratorium for the COUNTY.

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15. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to ascertain the correctness of any figures used in computing the liability of any party to any other party. CITY agrees to provide COUNTY an annual budget and audit report for the CITY's shared transmission facilities, the WWTP and the biosolids operations.
16. During the term of this Agreement, the COUNTY shall sample the District pumping stations (Blades PS45 and Bridgeville) according to the Schedule detailed below.

Pollutant	Sample Type	Sample Schedule
BOD	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TSS	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TKN	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Ammonia as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Nitrate+Nitrite as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Total Phosphorus	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Copper, Zinc	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
pH	Grab	Blades: Once / Month Bridgeville: Once / Month
Seaford Local Limits Scan	24hr flow proportioned composite	Blades: Once / Year Bridgeville: Once / 3 Months

The COUNTY shall sample for other constituents at the request of the CITY, if just cause is given. The COUNTY shall compile and report all results of these tests each month along with the flow report data. This report shall be submitted to the CITY no later than the 10th day of the subsequent month for use in calculating the monthly billing cycle. The results of any monitoring performed beyond the requirements of this agreement shall also be reported. The CITY shall be granted

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access to the COUNTY's collection system and/or pumping stations for its own monitoring.

17. CITY will notify COUNTY if chronic permit compliance problems are experienced at CITY's Wastewater Treatment Facilities including biosolids operations. If such problems are experienced due to wastewater conveyed by the COUNTY, then COUNTY will take immediate steps to remedy any situation, which causes such problems. If COUNTY is unable to remedy such situations, COUNTY may be required to install a pretreatment system to reduce wastewater constituents exceeding the "Wastewater Quality Criteria" attached hereto as Exhibit A.
18. It is mutually agreed by the parties hereto that to the extent permitted by law, each of them shall indemnify and hold harmless the other party, including its elected and appointed officials, servants, agents and/or employees against all losses, costs or damages on account of any bodily injury or property damage occurring in the performance of this Agreement due to the negligence of the indemnifying party, its respective servants, agents, and/or employees, or resulting from the failure of the WWTP, and facilities leading thereto, to function properly because of such negligence. To the fullest extent permitted by law, CITY waives any right of recovery from COUNTY and its elected and appointed officials, servants, agents, and/or employees for any loss of or damage to the WWTP (including any consequential loss that may result), regardless of the cause of origin, including the negligence of the COUNTY and, its elected and appointed officials, servants, agents and/or employees, to the extent covered by required insurance. CITY shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any

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property insurance policies maintained by CITY.

19. The CITY agrees to secure and maintain, at its own expense, all risk (special form) property and extra expense insurance, equipment breakdown insurance including extra expense insurance on the WWTP including biosolids and commercial general liability insurance with insurers authorized and qualified to do business under the laws of the State of Delaware against loss or damage, fire and other risk and casualty. The property insurance should provide for a limit of liability not less than 100 percent of the insurable replacement cost of the Treatment Plant and/or Compost area and the extra expense insurance coverages should have a limit of not less than \$500,000 each occurrence. The commercial general liability insurance should have a limit of not less than \$1,000,000 each occurrence with General Aggregate and Products Completed Aggregate limits of not less than \$2,000,000 each. CITY agrees to add COUNTY, its respective elected and appointed officials, servants, agents, and/or employees as additional insured on CITY's extra expense and commercial general liability insurance. Immediately after any loss or damage to the treatment plant, or any part thereof, the CITY will commence and duly prosecute the repair, replacement or reconstruction or the damages or destroyed portion of the treatment plant, compost area, and wastewater conveyance system according to the plans and specifications therefore prepared by its consulting engineers. The COUNTY shall secure and maintain, at its own expense, commercial general liability insurance with limits equal to those required of CITY and the CITY shall be listed as an additional insured on all pertinent County policies.

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20. The following positions shall be notified by phone within 24 hours and in writing within 5 days in relation to any violation of this Agreement:

For the CITY,

City Manager	(302) 629-9173	414 High Street	Seaford, DE 19973
Public Works Director	(302) 629-8307	414 High Street	Seaford, DE 19973
Operations Coordinator	(302) 629-8340	403 Nanticoke Ave.	Seaford, DE 19973
Non-business hours: Seaford Police Dept.	(302) 629-6644	300 Virginia Avenue	Seaford, DE 19973

a. For the COUNTY,

County Administrator	302-855-7742
County Engineer	302-855-7718
Director of Environmental Services	302-855-7730
Non-business hours	302-855-7803

It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper corporate officers and their respective corporate seals to be hereto affixed, the day and year first above written.

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CITY of SEAFORD

By: _____
David Genshaw, Mayor
City of Seaford

Attest: _____
Secretary

SUSSEX COUNTY

By: _____
Michael H. Vincent, President,
Sussex County Council

Attest: _____
Clerk, Sussex County Council

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EXHIBIT A

WASTEWATER QUALITY CRITERIA

All wastewater delivered to the CITY by the COUNTY shall be subject to the following standards:

1. No storm water, surface water, ground water, cooling water or other unpolluted waters.
2. The average concentration of BOD, TSS, TKN, NH₃-N and TP discharged to the City's sewer system shall be in accordance with "domestic wastewater" concentrations as defined in the City's Sewer Use Ordinance Section 11.1.4. A surcharge may be assessed and charged to the COUNTY when these parameters exceed normal domestic wastewater strength according to Section 11.7.7 of the City's Sewer Use Ordinance.
3. pH shall range between 6 s.u. and 9 s.u.
4. Average temperature shall range between 50 degrees F. and 70 degrees F., with maximum instantaneous temperature never to exceed 104 degrees F.
5. Fog, oil and grease fats, and wax shall not exceed 30 parts per million average and 100 parts per million peak.
6. The following substances are prohibited:
 - a. Hauled waste – including septage, portable toilet waste, and industrial waste which are not regulated by the City of Seaford's Pretreatment Program.
 - b. Gasoline or any other flammable or explosive liquid, solid or gas - none.
 - c. Malodorous or toxic gases or vapors - none.
 - d. Garbage - only portions which pass through pump station.
 - e. Solid, semi-solid, or viscous substances capable of obstructing pipelines or interfering with treatment processes - none.
 - f. Pickling wastes or plating solutions - none.

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- g. Minerals - only to the extent tolerable to the normal treatment process.
 - h. Radioactive materials - none
 - i. Toxic substances shall not exceed the Maximum Allowable Headworks Concentrations (MAHCs) calculated by the CITY. The concentrations shall be determined based on the total wastewater flow entering the POTW and the Maximum Allowable Headworks Loading (MAHL) established in most recently approved local limits evaluation. The CITY shall provide timely updates or revisions to these concentrations as they are adopted. These concentrations are considered "daily maximum" concentrations based on a 24-hr composite sample.
 - j. Any other solid, liquid or gaseous substances which has an adverse effect on transmission, treatment, or disposal of wastewater or is in violation of State or Federal Statutes or regulations - none.
7. "Average," as used hereinbefore, shall be defined as the monthly mean value, as determined by totaling the individual sampling results and dividing that value by the number of samples taken during the month in question.
8. "Peak", as used hereinbefore, shall be defined as a parameter value which has duration of 15 minutes or longer on any given day, as determined by sampling and testing.



NB # Z
5-8-13

CITY OF SEAFORD
CODE DEPARTMENT
MEMORANDUM

To: Charles Anderson, City Manager From: Michael Bailey, Building Official

Re: FY2018 Demolition Bid Change Order Date: 04/19/2018

CC:

Urgent For Review Please Comment Please Reply

I'm recommending that we accept a change order for the Bid for the "Demolition of Structures" from, John Macklin & Son Inc., to include the demolition of all structures on the City owned property located at 411 E King Street in the amount of \$18,158.

Thank You,
Michael Bailey
Building Official

NB#3
5-8-18

MEMORANDUM

TO: Charles Anderson, City Manager

FR: Berley Mears, Public Works Director

RE: Purnell Street yellow curb painting request

DT: 4/27/18

Per your recommendation, I have reviewed the request to have the curbs painted yellow on both sides of Purnell Street. This request came in from Tracy Dorsey of 444 Purnell. This request included the signatures of all the property owners on Purnell Street and also including 711 Collins which the side of the property is on Purnell Street.

After my review, it was determined that both sides of Purnell Street used to be painted yellow. At some unknown time, we stopped painting the entire curbs on this street. No one can remember why or when this change was made.

Based on the above information I would like to recommend the following:

1. I recommend that we re-paint the entire curb on both sides of Purnell Street to designate these areas as no parking.

Please let me know if you have any questions.

The volume of traffic on this dead-end street is reduced. At times I could see 30 cars coming down to the end of the street and turning around. There have been numerous times I have to stop on CollinsSt because cars are stopped in the middle of the street; this also goes for Purnell St.

There are times these adults, have children with them who run from car to car on curbs to curbs. There is NO LIGHT at the end to Purnell St at the stop sign and people are out in the middle of the street, cars parked and you can't see what's going on.

All winter, at least twice a week someone sits in a parked car behind the stop sign and sells drugs. This is just a small example of street activity in Seaport on Purnell & Collins Sts.

Tracy M. Denney

444 Purnell St.
Seaford Wc 19973

7/26/18

Helen Hughes	443 Purnell St
Jack Henry	446 Purnell St
Diane Bolden	445 Purnell St
Joseph Jensen	444 Purnell St
Elizabeth Jenkins	711 Collins Ave

Please ~~to~~ read
over back of this
sheet.
Thanks

NB #1
5-8-18

MEMORANDUM

TO: Charles Anderson, CM
FR: Berley Mears, Director of Public Works
RE: Street Paving 2018
DT: May 2, 2018

The City received three bids for the above referenced project. Please see the below table:

City of Seaford
Street Paving 2018
Bid Tabulation

Bidder	Juniper Street	Conwell Street	Street Patching	Total Bid
Jerry's Paving	\$20,171.00	\$26,743.00	\$14,634.00	\$61,548.00
Delmarva Paving	\$21,251.25	\$30,389.00	\$48,600.00	\$100,240.25
George & Lynch	\$27,605.50	\$30,745.60	\$54,270.00	\$112,621.10

It is my recommendation to award the Street Paving 2018 bid to Jerry's Paving, Inc. for the total of \$61,548.00. Jerry's Paving, Inc. was the lowest bidder that met all of the bidding requirements.

Please present this information to Mayor and Council at their May 8, 2018 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.

NB#5
5.8.18

MEMORANDUM

TO: Charles Anderson, CM
FR: Berley Mears, Director of Public Works
RE: Trash Bid 2018
DT: May 2, 2018

The City received three bids for the above referenced project. Please see the below table:

Trash Bid 2018 Bid Tabulation						
	Blue Hen		Waste Industries		Waste Management	
	1st year	2nd year	1st year	2nd year	1st year	2nd year
Monthly Totals	\$1,358.00	\$1,358.00	\$1,417.21	\$1,459.73	\$1,539.71	\$1,585.90
Two Year Monthly Totals	\$2,716.00		\$2,876.94		\$3,125.61	

It is my recommendation to award the Trash Collection and Recycling bid to Blue Hen Disposal. Blue Hen Disposal was the lowest bidder for the base bid shown above, as well as, the bids for additional pickups should we need them. Blue Hen Disposal also met all of the bidding requirements.

Please present this information to Mayor and Council at their May 8, 2018 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.

NB # 7
5-8-13

Section 1. Amend Section 27(D) of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by a strike through as follows:

Section 27(D) All taxes assessed upon any real estate and unpaid after the first day of September shall constitute a first lien against all real estate and personal property of the delinquent taxpayer situated within the limits of the City of Seaford. In the case of a life estate, the interest of the life tenant shall first be liable for the payment of any taxes so assessed. All capitation or taxes assessed and laid against any resident of the City shall also become a first lien against all real estate and all personal property of the delinquent taxpayer situated within the City shall be and remain a lien for ten (10) years from the date of assessment. Whenever the personal property of the taxable is sufficient to pay the delinquent taxes, the City Manager, in the name of the City of Seaford, may institute before ~~any Justice of Peace within the said City, or before the Alderman of the said City, or in the Court of Common Pleas in and for Sussex County, or in the Superior Court of the State of Delaware,~~ any court of competent jurisdiction within the City, for the recovery of the unpaid tax in an action of debt, and upon judgment obtained, may sue out writs of execution as in case of other judgments recovered. ~~before a Justice of Peace or in the Court of Common Pleas or in the Superior Court as the case may be.~~

Section 2. Amend Section 27(J) of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by strike through as follows:

Section 27(J) No sale shall be approved by the Superior Court if the owner be ready at Court to pay the taxes, penalty, and costs, and no deed shall be made until the expiration of ~~one (1) year from the date of the sale~~ the period of redemption identified in 9 Del. C. §87269, within which time the owner, his heirs, executors or assigns, shall have the power to redeem the lands on payment to the ~~purchaser, his personal representatives or assigns~~ the Sheriff, of the costs, the amount of the purchase money and twenty percent (20%) interest thereon and the expense of having the deed prepared.

SYNOPSIS

Section 1 provides that unpaid taxes shall become first liens against property of the owner for a period of ten (10) years from the date of the assessment.

Section 2 reduces the term upon which a homeowner, heir, executors and assigns can redeem the property from one (1) year to 60 days from the date the sale of the property is approved by a Court of law as provided in Title 9 of the Delaware Code.