

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**July 10, 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
  - Approval of minutes of the regular meeting on June 26, 2018.

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

**CORRESPONDENCE:**

1.

**NEW BUSINESS:**

1. Katie Hickey, Superintendent of Parks and Recreation to present for approval a proposed Eagle Scout project to construct and install horseshoe pits and related amenities in the Seaford Sports Complex.
2. Presentation of the 2020 Comprehensive Plan Update; Request for Qualifications working group report and recommendation.
3. Debbie Pfeil, Associate; Planning Manager with KCI Technologies to present background and information regarding the 2020 Comprehensive Plan Update proposed process.
4. Present for approval the professional services agreement letter with KCI Technologies for the 2020 Comprehensive Plan Update.
5. Present for approval the Economic Development Committee's recommendation to award a Rental to Home Ownership Incentive to the seller and purchaser of 734 Rosetree Lane.

**AGENDA**

**REGULAR MEETING OF THE MAYOR AND COUNCIL**

July 10, 2018

**NEW BUSINESS (continued):**

6. Present for approval the Economic Development Committee's recommendation to award a Rental to Home Ownership Incentive to the seller and purchaser of 116 Maple Street.

**OLD BUSINESS:**

1. Present for approval conservation easement documentation specifying use of the property located at the end of South Cannon Street (SCTMP# 431-7.00-23.00) for public recreational access.

**REMINDER OF MEETINGS & SETTING NEW MEETINGS:**

1. Nanticoke Riverfest - July 14<sup>th</sup> from 8:00 a.m. until 9:00 p.m., Downtown Seaford.
2. Governor John Carney will be at Seaford Police Department to announce the broadband initiative for Sussex County on July 24, in the afternoon (exact time to follow).
3. Former Councilwoman Grace Peterson's Retirement Dinner, July 26; 5:30 p.m. at the Nanticoke Yacht Club

**COMMITTEE REPORTS:**

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

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

**EXECUTIVE SESSION:**

Negotiations; site acquisition.

**Mayor Genshaw solicits a motion to adjourn the Executive Session.**

**Mayor Genshaw reopens the regular Council meeting.**

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**AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL

July 10, 2018

**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: 7/2/18

Posted by: TNT

11/15/13  
11/15/13

## Eagle Scout Project by Giovanni Castellanos

Giovanni will be constructing 3 sets of horseshoe pits for the City of Seaford's Parks & Recreation Department. This was a request made by some of the committee members of the annual AFRAM Festival who are eager to host its first tournament this year (pending approval by council). Along with the 3 sets of horseshoe pits, Giovanni has decided that he is going to build 3 park benches in the same area for observation purposes or simply to enjoy the park view.

The location of the 3 pits will be located east of the Jay's Nest, on the opposite side of the parking lot (see pictures).

Constructing and offering horseshoe pits at the Jay's Nest has been a topic of discussion within the department for about a year now and we are very happy to have Giovanni complete this project for us. We asked that Giovanni try to complete the horseshoe pit construction in time for AFRAM this coming August and that the benches be completed before Spring of next year. We will ask that all horseshoes be provided by the public and there to be a sign stating "Play at your own risk".

The Parks & Recreation Department feels that this is a new opportunity to not only add another program to our Recreation Department but bring in a new group of individuals out to enjoy our Park.

Any Questions?



The yellow squares represent each horseshoe pit and the blue line represents the direction of each horseshoe to be thrown. The X's represent the 3 park benches for observation.

June 12, 2018

City of Seaford  
Council Members  
414 High Street  
Seaford, DE 19973

***RE: 2020 Comprehensive Plan Update – RFQ Working Group Report and Recommendation***

The RFQ working group members respectfully submit the following report and recommendation for your consideration:

In response to the City's advertisement of the Request for Qualifications (RFQ) document, two firms submitted proposals on May 18<sup>th</sup>, 2018. The firms were subsequently ranked based on the submitted RFQ information, the criteria established by State Law, and the Delaware Association of Engineers. On June 6<sup>th</sup>, both firms were also interviewed by the RFQ working group.

Both of the firms proposals were found to be well qualified and credible. The schedule and unique objectives necessitated by a project of this type required the firms to present innovative oriented solutions to the outlined constraints.

The committee notes the top ranked firm presented a positive approach with regard to the outlined schedule, well defined solutions to the identified problems, and demonstrated extensive recent experience in comprehensive planning for Sussex County communities.

As part of the working group's due diligence process, we discussed the qualification of both firms with the Sussex County Circuit Rider Planner Mrs. Dorothy Morris at the Office of State Planning and she verified both of the firms were well qualified and capable of the project scope and complexity.

After the above referenced review of proposals and interviews, the working group unanimously recommends the City award the planning/engineering services contract for

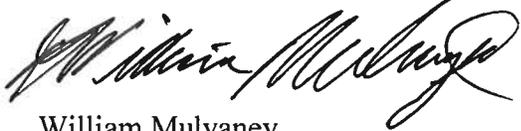
the 2020 Comprehensive Plan Update to the firm of KCI Technologies, located in Dover, DE.

The required selection process was a complex one, and all working group members agreed the process thoroughly vetted the firm that is recommended.

If you require additional information, feel free to contact any of the committee members.

Thank You,

RFQ Working Group Members:



William Mulvaney  
City Councilman



Charles Anderson  
City Manager



Trisha Newcomer  
ED/IT Manager



Mike Bailey  
Building Official



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11/2/18  
11/2/18

## PROFESSIONAL SERVICES AGREEMENT LETTER

July 10, 2018

City of Seaford  
414 High Street  
P.O. Box 1100  
Seaford, Delaware 19973

Client's Authorized Representative: Charles D. Anderson, City Manager

Subject: **Municipal On-Call Services for the City of Seaford**  
KCI Project No. 13180124P

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to the City of Seaford ("the City") for the work (the "Work") described in detail in the Scope of Services section of this Proposal.

### **SCOPE OF SERVICES:**

The general scope of services for this project will consist of Municipal on-call professional services at the request and direction of the Client. The authorized scope of work is subject to change at the direction of the Client.

Given that this is an On-Call Professional Services Agreement, KCI will develop a specific scope of work and associated fee for each work assignment based upon the request for proposal from the Client. Where possible, KCI will work with the City personnel to identify specific project scopes and cost estimates for budgeting and management purposes.

### **FEES AND PAYMENTS**

KCI's fee for the Work performed under this contract will be billed in accordance with the hourly Schedule of Rates (attached as Exhibit A). The City of Seaford will authorize KCI to proceed with On Call Services on a case-by-case basis.

### **FEES AND PAYMENTS FOR ADDITIONAL WORK**

Should the need arise for KCI to subcontract services outside the firm, or to provide services not covered in the schedule of rates attached, KCI will provide a proposed cost estimate for the requested services for review and approval by the Client prior to the work beginning.

*Employee-Owned Since 1988*

### **SPECIAL PROVISIONS**

KCI will submit monthly invoices for the Work and Additional Work rendered and the Direct Expenses and Charges incurred. Client shall make prompt monthly payments in response to KCI's monthly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

### **GENERAL PROVISIONS**

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI welcomes the opportunity to serve the City of Seaford. The Project Manager assigned to the Work associated with this general contract will be Debbie Pfeil, and who can be reached at 302-318-1133.

Very truly yours,



Debbie Pfeil  
Associate/Planning Manager

**ACCEPTANCE:**

The City of Seaford, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

**ACCEPTED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**Exhibit A**  
**Schedule of Rates**  
**For Professional Services**  
**City of Seaford**  
**2018**

| Classification | Job Description                               | 2018<br>Hourly Rate |
|----------------|---|---------------------|
| 01             | Sr. Project Manager                           | \$ 135.00           |
| 02             | Project Manager                               | \$ 125.00           |
| 03             | Project Engineer                              | \$ 115.00           |
| 46             | Design Supervisor                             | \$ 95.00            |
| 45             | Sr. Project Designer                          | \$ 85.00            |
| 04             | Project Designer                              | \$ 75.00            |
| 44             | Jr. Project Designer                          | \$ 65.00            |
| 53             | Sr. CADD Technician                           | \$ 85.00            |
| 05             | CADD Technician                               | \$ 65.00            |
| 06             | Technical Assistant                           | \$ 55.00            |
| 07             | Administrative Assistant                      | \$ 40.00            |
| 08             | Professional Land Surveyor                    | \$ 120.00           |
| 09             | Survey Technician                             | \$ 75.00            |
| 11             | Jr. Survey Technician                         | \$ 65.00            |
| 10.1/10.2      | Survey Crew (2 person)                        | \$ 115.00           |
| 10.3           | Survey Crew (1 person w/robotic station)      | \$ 100.00           |
| 12             | Construction Services Manager                 | \$ 125.00           |
| 13             | Construction Inspector Supervisor             | \$ 90.00            |
| 14             | Senior Construction Inspector (Day)           | \$ 70.00            |
| 14             | Senior Construction Inspector (Night/Weekend) | \$ 80.00            |
| 36             | Construction Inspector (Day)                  | \$ 60.00            |
| 36             | Construction Inspector (Night)                | \$ 67.50            |
| 15             | Junior Construction Inspector (Day)           | \$ 50.00            |
| 15             | Junior Construction Inspector (Night)         | \$ 55.00            |
| 16             | Sr. Environmental Engineer                    | \$ 125.00           |
| 17             | Environmental Engineer/Scientist              | \$ 115.00           |
| 18             | Environmental Technician                      | \$ 75.00            |
| 19             | Geotechnical Engineer                         | \$ 125.00           |
| 20             | Geotechnical Technician                       | \$ 75.00            |
| 21             | Transportation/Traffic Engineer               | \$ 120.00           |
| 22             | Transportation/Traffic Designer               | \$ 75.00            |
| 34             | Sr. Mechanical Engineer                       | \$ 125.00           |
| 23             | Mechanical Engineer                           | \$ 115.00           |
| 29             | Sr. Electrical Engineer                       | \$ 125.00           |
| 24             | Electrical Engineer                           | \$ 115.00           |
| 33             | Sr. Structural Engineer                       | \$ 125.00           |
| 25             | Structural Engineer                           | \$ 115.00           |
| 30             | Structural Technician                         | \$ 75.00            |
| 26             | Sr. GIS Specialist                            | \$ 115.00           |
| 27             | Sr. Hydrogeologist                            | \$ 125.00           |
| 28             | Hydrogeologist                                | \$ 115.00           |
| 31             | Landscape Architect                           | \$ 120.00           |
| 32             | Landscape Designer                            | \$ 75.00            |
| 33             | Planning Intern                               | \$ 65.00            |
| 34             | Planner I                                     | \$ 75.00            |
| 35             | Planner II                                    | \$ 85.00            |
| 36             | Senior Planner                                | \$ 105.00           |
| 37             | Planning Manager                              | \$ 130.00           |

\* Night work and weekend work may result in higher rates due to shift differential.

\*\*Billing rates are subject to increase annually on January 1st.

**REIMBURSABLES**

Mileage (\$/mile) \$ .54/mile  
 Mailings @ cost

**LARGE FORMAT REPRODUCTIONS**

Prints (\$/SF) \$ 0.50  
 Mylars (\$/SF) \$ 2.00

**PRINT / COPY SERVICES**

8 1/2 x 11 black & white \$ 0.10  
 8 1/2 x 11 color \$ 0.50  
 11 x 17 color \$ 1.00

**KCI TECHNOLOGIES, INC.**  
**GENERAL PROVISIONS**  
(Ver. March 2014)

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The General Provisions set forth herein are incorporated by reference in the Proposal for the performance of certain services described as the "Work" in the Proposal made by KCI Technologies, Inc., a Delaware corporation ("KCI"), dated July 10, 2018 to The City of Seaford, ("Client"). These General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and KCI upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory; the express terms of the Proposal take precedence over the General Provisions.

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**1. ACCEPTANCE OR REJECTION OF PROPOSAL**

The Proposal shall be valid for a period of thirty (30) days from the date thereon. Acceptance thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If, upon submission of this proposal to Client, Client fails to return a signed copy to KCI and Client knowingly allows KCI to proceed with work, such services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

**2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)**

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the proposal are provided for convenience of the Client and KCI is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, KCI's fees do not include sales tax or other governmental levies. In the event that taxes or other assessments are applied to the fees generated by KCI services, the client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by KCI.

**3. CONDUCT OF THE WORK**

All concept, preliminary and final plans prepared by KCI will be submitted to client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) days of receipt, the plans shall be deemed approved by Client. After the Client's approval, any change shall be deemed Additional Work for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

KCI will make every reasonable effort to provide a survey crew as requested but it cannot guarantee the time within which a survey crew will be available. The size of the survey crew shall be determined by KCI based on the work to be performed. A minimum of four (4) hours shall be charged anytime a survey crew visits a site, all charges being portal to portal.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "Miss Utilities" and have a utilities representative on site. In the event KCI's work includes penetration of the ground, Client agrees that KCI shall not be responsible for any loss or damages claimed to result from said penetration unless direct result of KCI's sole negligence. Client agrees to indemnify and hold KCI harmless from any claim, suit or proceeding for loss or damages to person or property of others relating to said penetration except to the extent said damages are the direct result of KCI's sole negligence.

Client further agrees to indemnify and hold KCI harmless from any loss or damages to KCI personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Subsurface and earth fill data are informational only. KCI does not guarantee such data.

Although KCI will attempt to complete all services in a timely fashion, KCI does not guarantee, expressed or implied, the time within which such work will be completed.

**4. RIGHT OF ENTRY; PERMITS**

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's services under this Agreement at no cost to KCI.

**5. DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by KCI pursuant to this agreement, are instruments of service and the property of KCI. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described in the Proposal. Any other use shall be prohibited, and Client shall indemnify and hold harmless KCI for any liabilities, damages, losses, claims, and expenses arising therefrom.

**6. RISK ALLOCATION**

To the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Design Professional under this Agreement.

Plans and designs prepared by KCI are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain KCI for the purpose of construction services for the implementation of the Plans or Designs, then Client agrees to assume the risk of improper implementation and to hold KCI harmless from any loss or damage resulting from the failure to retain KCI to oversee the implementation of its plan or design.

Client further agrees that KCI shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by KCI unless KCI is provided a reasonable opportunity to participate in the decision on said corrective work.

**7. HAZARDOUS SUBSTANCES/MOLD INDEMNIFICATIONS**

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

**8. PAYMENTS**

Invoices submitted by KCI to Client are due and payable in full from the date of said invoice without retainage and payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within thirty (30) days shall be deemed substantial non-compliance and KCI, at its option may undertake any or all of the following remedies: (1) stop all work, provide Client is given three (3) days prior written notice; (2) withdraw all certifications and plans previously submitted; (3) assert a

lien on the property pursuant to applicable law; (4) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (5) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions. Client agrees to indemnify and hold KCI harmless from any fees and expenses incurred by KCI as a result of Client's non-payment, including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys fees.

### 9. ASSIGNS

Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of KCI.

### 10. SAFETY RESPONSIBILITY

KCI shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives. KCI shall only be responsible for the safety of its own employees.

### 11. MEDIATION/ARBITRATION

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution Inc., Endispute or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted for arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a Plaintiff not a party hereto institutes litigation in a Court of competent jurisdiction and said Court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If the demand for arbitration is not within one (1) year the claim, dispute or other matter shall be forever barred. Both mediation and arbitration shall be optional and not mandatory at KCI's sole discretion with regard to the collection of earned fees as set forth in section 8, above.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys fees) incurred by the other party in defense of such claim or action.

### 12. CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly or in the form of a third-party claim) against the Engineer unless the Owner shall have first provided the Engineer with written certification executed by an independent engineer licensed in the State in which the KCI office submitting this proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to the Engineer thirty (30) days prior to the presentation of any such claim or the institution of any arbitration or judicial proceeding.

### 13. TERMINATION

Either party shall have the right to terminate this agreement provided three (3) days written notice is given to the other party. In the event of termination, Client shall be liable for payment to KCI for all work performed, and expenses incurred, up to and including the day of termination.

It is understood and agreed that once the Work is started by KCI, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving KCI written notice. Client may exercise the right to terminate only if it has made all payments due and owing to KCI.

It is further understood and agreed that, after a termination of the Agreement has been effected by client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorized representative may, within thirty (30) days of the notice to terminate, order work to resume on the project, provided KCI is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to resume the work as provided herein, KCI shall have no obligation to resume the Work at any time thereafter.

KCI shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owing by Client and a restart fee equal to ten percent (10%) of the balance remaining to be paid under the Agreement. KCI reserves the right to increase this restart fee if necessary to cover the additional expenses generated by starting the Work back up after it has been stopped.

### 14. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit KCI's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to KCI in addition to any liability which Client may have.

### 15. NON-ALTERATION TO TERMS - WAIVER OF RIGHT

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client. Only an officer of KCI has authority to waive any matter or to amend the Agreement between KCI and Client.

The failure of KCI to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect and be binding upon the Parties.

### 16. THIRD PARTY BENEFICIARY

The Owner and Engineer agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or the Engineer to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by the Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

### 17. ENTIRE AGREEMENT

These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

### 18. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the KCI office submitting this proposal.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_



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 614 N. Dupont Highway • Dover, DE 19901 • Phone 302-747-5999

**KCI TECHNOLOGIES, INC.  
 WORK AUTHORIZATION  
 July 10, 2018  
 KCI Project No. 13180124P**

KCI Technologies, Inc. is pleased to provide the services described below. The purpose of this form is to obtain your authorization for the work requested and to confirm the terms under which these services will be provided.

**New Tasks:** Task 00 – Direct Expense \$1,500 (\$1,000 Comp Plan & \$500 as needed)  
 Task 01 – On Call Services \$1,000 (As authorized)  
 Task 02 – Comprehensive Plan Update \$55,000

**Invoices to:** City of Seaford  
 Attention: Accounts Payable  
 P.O. Box 1100  
 414 High Street  
 Seaford, DE 19933

**Scope of Work:**  
*On Call Services* = KCI will provide on call professional services for the City as directed and authorized by the City staff.  
*Comprehensive Plan Update* = KCI will provide professional services to create and complete the City of Seaford’s Comprehensive Plan Update as shown in the attached “Phasing & Cost” Exhibit.

All services will be completed in a timely manner as agreed upon, reviewed in accordance with the regulations stated in the City Code and invoiced monthly with specific project information. All tasks will be an actual fee based on the approved hourly rates as stated in the original contract by personnel classification multiplied by the number of hours worked by each respective person.

**Prepared / Approved by:**   
 Debbie Pfeil, Associate/Planning Manager

**Work Authorized by:**  
 \_\_\_\_\_  
 City of Seaford  
 (Name of Owner)

\_\_\_\_\_  
 (Print or Type Name) (Title)

\_\_\_\_\_  
 (Signature)



|  |                  |
|--|------------------|
| <b>PHASE 1 - IDENTIFY RESOURCES, DATA COLLECTION &amp; CREATION</b>  | <b>\$20,000</b>  |
| <ul style="list-style-type: none"> <li>• Staff/KCI Team Kick-Off Meeting (Meeting #1)</li> <li>• Research &amp; Recommend Outreach Event Options</li> <li>• Prepare City Task Assignments &amp; Schedule</li> <li>• Mapping-Identify &amp; Obtain existing data/layer</li> <li>• Create Maps</li> <li>• Obtain City Pictures</li> <li>• Review Pre-PLUS Comments</li> <li>• Data Collection (City staff and County/State coordination)</li> <li>• Plan Creation (Multiple Chapters)</li> <li>• Create draft Community Outreach Plan / Survey</li> <li>• Create SWOT Analysis Board</li> <li>• Create Draft Kick-Off Meeting Presentation (A)</li> <li>• Staff/KCI Team Meeting (Meeting #2)</li> </ul> |                  |
| <b>PHASE 2 – KICK-OFF, COMMUNITY OUTREACH EVENT &amp; SURVEY</b>   | <b>\$12,000</b>  |
| <ul style="list-style-type: none"> <li>• Kick-Off Joint Presentation (A) Meeting (Meeting #3)</li> <li>• Data Collection &amp; Plan Creation (Multiple Chapters)</li> <li>• Outreach/Community Event Launch (Meeting #4)</li> <li>• Survey/SWOT/Outreach event / data update</li> <li>• Review &amp; Identify Data/Trends/Key Issues</li> <li>• Create Planning &amp; Zoning Commission Draft "Data Reveal" Presentation (B)</li> <li>• Staff/KCI Team Meeting (Meeting #5)</li> </ul>   |                  |
| <b>PHASE 3 – PLAN INPUT &amp; DRAFT DOCUMENT</b>   | <b>\$15,000</b>  |
| <ul style="list-style-type: none"> <li>• Planning &amp; Zoning Presentation (B) (Meeting #6)</li> <li>• Create Planning &amp; Zoning Commission Draft Presentation (C)</li> <li>• Planning &amp; Zoning Presentation (C) (Meeting #7)</li> <li>• Create Draft Goals &amp; Policies</li> <li>• Finalize Draft Document-Release to City Staff only</li> <li>• Review City Staff comments-prepare updated document</li> <li>• Create Joint Meeting Draft Presentation (D)</li> <li>• Staff/KCI Team Meeting (Meeting #8)</li> </ul>   |                  |
| <b>PHASE 4 – PLAN PRESENTATION, PUBLIC COMMENT &amp; ADOPTION</b>  | <b>\$ 8,000</b>  |
| <ul style="list-style-type: none"> <li>• Draft Plan Presentation (D) Joint Meeting (Meeting #9)</li> <li>• Prepare &amp; Attend PLUS Review (Meeting #10)</li> <li>• Public/PLUS Comment review &amp; recommendations</li> <li>• Joint Public Hearing (Meeting #11)</li> <li>• Special Meetings PZ/TC Final Adoption (Meeting #12)</li> </ul>  |                  |
| <b>ESTIMATED DIRECT EXPENSES</b>   | <b>\$1,000</b>   |
| <b>TOTAL PROJECT COST</b>  | <b>\$ 56,000</b> |

## 1. Introduction

- Acknowledgements
- Authority to Plan
- Comprehensive Plan History

## 2. Background

- Planning Process
- Government Coordination
- Public Participation
  - No/Type Meetings
  - Survey/Type

## 3. Community Character

- Location
- History
- Community Design
- Physical Conditions

## 4. Demographics

- Population
- Population Trends
- Population Forecast
- Race & Ethnicity
- Age
- Education
- Income & Poverty
- Other

## 5. Services (City & Community)

- Government
- Administration
- Police Department
- Fire Department/EMS
- Library
- Senior Services
- Education
- Parks and Recreation
- Public Works
- Solid Waste Collection
- Snow Removal
- Health and Medical
- Historic Society/Museums
- Places of Worship
- Broadband
- Other

## 6. Transportation

- Local/State Maintained Roadways
- Corridor Capacity Preservation Program
- Public Transportation
- Railroad Facilities
- Pedestrian Plan
- Bicycle Plan
- Planned Transportation Improvements/Studies
- Goals

## 7. Utilities

- Water
- Wastewater
- Electric
- Other

## 8. Land Development

- 2015 Strategies for State Spending
- County Comprehensive Plan
- Development Climate
- Annexations
- Future Growth Areas
- Existing Land Use
- Future Land Use
- Zoning

## 9. Economic Development

- Employment
- Economic Base/Major Employers
- Labor Market
- Redevelopment

## 10. Housing

- Households & Homeownership
- Housing Stock Inventory
- Housing Age, Quality
- Housing Affordability
- Housing Growth

## 11. Environmental Protection

- Natural Features
- Floodplain
- Wetlands
- Stormwater
- Sourcewater Protection
- Total Maximum Daily Loads
- Climate Change
- Sea Level Rise

## 12. Open Space & Recreation

- Inventory
- Recreation Facilities
- Agricultural Preservation

## 13. Historic & Cultural Resources

- Historic & Cultural Resources
- Historic Preservation

## 14. Other

- Healthy Communities
- Complete Communities
- *Crime*
- Other

## 15. Implementation

- Implementation Actions
- Implementation Timeline

## 16. Maps

- Boundary
- Location
- Economic Development
- Physical Conditions
- Historic District
- Community Design
- Housing Types & Densities
- Community Conditions
- Redevelopment Areas
- Community Infrastructure
- Community Facilities
- Water System
- Wastewater System
- Transportation
- Sourcewater Protection
- Environmental Features
- Open Space & Recreation Facilities
- Environmental Protection
- Climate Change / Sea Level Rise Adaptation
- Existing Land Use
- Future Land Use
- State Strategies in Vicinity
- Existing / Future Land Use Adjacent Areas
- Annexation
- Other

## 17. Meetings (12)

- Staff/KCI (Team Meeting)
- Kick-Off (Joint PZ/Council Meeting Option)
- Public Outreach Event/Survey Launch
- Staff/KCI (Team Meeting)
- PZ Meeting (reveal data trends/homework)
- PZ Meeting (document input)
- Staff/KCI (Team Meeting)
- Draft Presentation (Joint PZ/Council Option)
- PLUS Comp Plan
- Public Hearing (Joint PZ/Council Option)
- Final Adoption (PZ/Council)



## Memorandum

To: Mayor & Council

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

Date: July 6, 2018

RE: Rental to Home Ownership Incentive

On Friday, July 6, 2018, the Economic Development Committee met with regard to two applications for the Rental to Home Ownership Incentive.

Two applications were submitted. Application 2018-0001 (734 Rosetree Lane) and Application 2018-0002 (116 Maple Street). Both the buyers and sellers are applying for the incentive on each property.

**Application 2018-0001 (734 Rosetree Lane)** This property was used as a rental property for 12 years and after sale, will become homeowner occupied. The seller, B&B Shore Properties, LLC qualifies for upfront incentive in the amount of \$ 2264.55, which is five times the annual tax property tax of \$452.91. The buyer, Abner Aceves, qualifies for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$90.58, Year 3- \$181.16, Year 4- \$271.75, Year 5- \$362.33, Year 6- \$452.91. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

**Application 2018-0002 (116 Maple Street)** This property was used as a rental property for 11 years and after sale, will become homeowner occupied. The seller, Darrel W. Banning qualifies for upfront incentive in the amount of \$ 2300.20, which is five times the annual tax property tax of \$460.04. The buyer, Michael Crocket, qualifies for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$92.01, Year 3- \$184.02, Year 4- \$276.02, Year 5- \$368.03, Year 6- \$460.04. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

After discussion regarding the information above the Economic Development Committee's recommendation is to approve the applications **2018-0001 (734 Rosetree Lane) & 2018-0002 (116 Maple Street)** for Rental to Home Ownership Incentive based upon the parameters outlined in Chapter 16- Exemptions from Taxation; Article 4 – Rental to Home Ownership Incentive of the Municipal Code of Seaford, Delaware.

**CITY OF SEAFORD USE ONLY—Review Worksheet**

|          |           |  |                               |                             |  |                             |
|----------|-----------|--|-------------------------------|-----------------------------|--|-----------------------------|
| Required | Completed | Tax Id #:<br>5-31-10.17-081.00                   |                               | Total Number<br>Of Years As | Incentive Number Assigned:<br><small>(Format Year-Incentive # EX.: 2018-0001)</small><br>2018.0001 |                             |
|          |           | PID #:<br>598                                    | Address:<br>734 Rosetree Lane | Rental Unit:<br>12          |  |                             |
| X        | X         | City of Seaford - Economic Development Committee |                               |                             | Date Reviewed: 7-6-18  | <u>Recommended</u> / Denied |
| X        |           | City of Seaford - City Council                   |                               |                             | Date Reviewed:   | Approved / Denied           |
| X        |           | City of Seaford - Finance Department:            |                               |                             | Financial Good Standing Ordinance Compliance   |                             |

|   |                |                |
|---|----------------|----------------|
| Incentive Seller: <b>B &amp; B Shore Properties, LLC</b><br>Qualifies for: \$ 2264.55 | Date Issued:   | Check #        |
| Annual Property Tax Value   | \$ 452.91      | Date Reviewed: |
| Tax Abatement Incentive Buyer: <b>Abner Aceves</b><br>Qualifies For Based On Above -  | \$ 0           | Year One 0%    |
|   | \$ 90.58       | Year Two 20%   |
|   | \$ 181.16      | Year Three 40% |
|   | \$ 271.75      | Year Four 60%  |
|   | \$ 362.33      | Year Five 80%  |
|   | \$ 452.91      | Year Six 100%  |
| Agreement Executed With Seller  | Date Executed: |                |



## City of Seaford Rental to Homeownership Incentive Application

|   |   |  |
|---|---|--|
| Property Owner (SELLER): B&B Shore Properties, LLC  | Mailing Address: 27478 Hitching Post Court Harbeson, DE 19951 | Phone #<br>Mobile #<br>EMAIL: brad.baynum1@verizon.net                         |
| If Property is a Partnership or Corporation Please list contact info for the members/officers: (attach a separate page if needed) <b>Non-Profits Do Not Qualify</b> |   |  |
| Name: Bradford Baynum   | Mailing Address: 27478 Hitching Post Court Harbeson, DE 19951 | Phone #<br>Mobile # 302-745-5630<br>EMAIL: brad.baynum1@verizon.net            |
| Name: Darrel Banning  | Mailing Address: 24066 Shufelt Rd Seaford, DE 19973           | Phone #<br>Mobile # 302-249-2418<br>EMAIL: darrel.banning@trinitytransport.com |
| Rental Unit Address: 734 Rosetree Lane Seaford, DE 19973  |   |  |
| Number of Years Property Used As Rental: 12   |   |  |

I, Bradford Baynum, the  Owner or  Owner's Authorized Agent, agree to the following terms:

- I hereby affirm the above listed property is a single family residence within the City of Seaford.
- I understand to qualify for this incentive the property must have been used exclusively as a rental property for a period of three years immediately prior to the conversion to an owner occupied property.
- I understand the new owner must occupy the property within one year of the date of purchase;
- I understand the application must be recommended by the Economic Development Committee and approved by the Seaford City Council;
- I understand organizations with non-profit status do not qualify for the provisions of this ordinance;
- I understand I must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.

Signature:  Date: 6/25/18

|  |  |                               |
|--|--|-------------------------------|
| Property Owner (Buyer): Abner Aceves                                     | Current Mailing Address: 23954 Kenmore Drive Seaford, DE 19973 | Phone #<br>Mobile #<br>EMAIL: |
| Address of Property to Be Purchased: 734 Rosetree Lane Seaford, DE 19973 |  |                               |

I, Abner Aceves, the  Buyer, agree to the following terms:

- I hereby affirm the above listed property is a single family residence within the City of Seaford.
- I understand to qualify for this incentive the property must have been used exclusively as a rental property for a period of three years immediately prior to the conversion to an owner occupied property.
- I understand the I as the new owner must occupy the property within one year of the date of purchase;
- I understand the application must be recommended by the Economic Development Committee and approved by the Seaford City Council;
- I understand organizations with non-profit status do not qualify for the provisions of this ordinance;
- I understand I must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.
- I understand if an incentive is awarded and agreement will be executed between the City of Seaford and myself outlining the terms of my tax abatement.

Signature:  Date: 6/25/2018 | 15:40 PM EDT

**CITY OF SEAFORD USE ONLY—Review Worksheet**

|          |           |  |                              |                             |   |                             |
|----------|-----------|--|------------------------------|-----------------------------|---|-----------------------------|
| Required | Completed | Tax Id #:<br>5-31-13.10-152.01                   |                              | Total Number<br>Of Years As | Incentive Number Assigned:<br><small>(Format Year-Incentive# EX.: 2018-0001)</small><br>2018-0002 |                             |
|          |           | PID #:<br>1303                                   | Address:<br>116 Maple Street | Rental Unit:<br>11          |   |                             |
| X        | X         | City of Seaford - Economic Development Committee |                              |                             | Date Reviewed: 7-6-18   | <u>Recommended</u> / Denied |
| X        |           | City of Seaford - City Council                   |                              |                             | Date Reviewed:  | Approved / Denied           |
| X        |           | City of Seaford - Finance Department:            |                              |                             | Financial Good Standing Ordinance Compliance  |                             |

|   |                |                |
|---|----------------|----------------|
| Incentive Seller: Darrel Banning<br>Qualifies for: \$ 2300.20                     | Date Issued:   | Check #        |
| Annual Property Tax Value   | \$ 460.04      | Date Reviewed: |
| Tax Abatement Incentive Buyer: Michael Crockett<br>Qualifies For Based On Above - | \$ 0           | Year One 0%    |
|   | \$ 92.01       | Year Two 20%   |
|   | \$ 184.02      | Year Three 40% |
|   | \$ 276.02      | Year Four 60%  |
|   | \$ 368.03      | Year Five 80%  |
|   | \$ 460.04      | Year Six 100%  |
| Agreement Executed With Seller  | Date Executed: |                |



## City of Seaford Rental to Homeownership Incentive Application

|   |   |   |                |                              |   |
|---|---|---|----------------|------------------------------|---|
| <b>Property Owner (SELLER):</b> Darrel W Banning  | <b>Mailing Address:</b> 24066 Shufelt Rd<br>Seaford, DE 19973 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><b>Phone #</b></td></tr> <tr><td><b>Mobile #</b> 302-249-2418</td></tr> <tr><td><b>EMAIL:</b> darrel.banning@trinitytransport.com</td></tr> </table> | <b>Phone #</b> | <b>Mobile #</b> 302-249-2418 | <b>EMAIL:</b> darrel.banning@trinitytransport.com |
| <b>Phone #</b>  |   |   |                |                              |   |
| <b>Mobile #</b> 302-249-2418  |   |   |                |                              |   |
| <b>EMAIL:</b> darrel.banning@trinitytransport.com   |   |   |                |                              |   |
| <b>If Property Is a Partnership or Corporation Please list contact info for the members/officers: (attach a separate page if needed) Non-Profits Do Not Qualify</b> |   |   |                |                              |   |
| <b>Name:</b>  | <b>Mailing Address:</b>                                       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><b>Phone #</b></td></tr> <tr><td><b>Mobile #</b></td></tr> <tr><td><b>EMAIL:</b></td></tr> </table>  | <b>Phone #</b> | <b>Mobile #</b>              | <b>EMAIL:</b>                                     |
| <b>Phone #</b>  |   |   |                |                              |   |
| <b>Mobile #</b>   |   |   |                |                              |   |
| <b>EMAIL:</b>   |   |   |                |                              |   |
| <b>Name:</b>  | <b>Mailing Address:</b>                                       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><b>Phone #</b></td></tr> <tr><td><b>Mobile #</b></td></tr> <tr><td><b>EMAIL:</b></td></tr> </table>  | <b>Phone #</b> | <b>Mobile #</b>              | <b>EMAIL:</b>                                     |
| <b>Phone #</b>  |   |   |                |                              |   |
| <b>Mobile #</b>   |   |   |                |                              |   |
| <b>EMAIL:</b>   |   |   |                |                              |   |
| <b>Rental Unit Address:</b> 116 Maple Street Seaford, DE 19973  |   |   |                |                              |   |
| <b>Number of Years Property Used As Rental:</b> 11  |   |   |                |                              |   |

I, Darrel W Banning, the  Owner or  Owner's Authorized Agent, agree to the following terms:

- I hereby affirm the above listed property is a single family residence within the City of Seaford.
- I understand to qualify for this incentive the property must have been used exclusively as a rental property for a period of three years immediately prior to the conversion to an owner occupied property.
- I understand the new owner must occupy the property within one year of the date of purchase;
- I understand the application must be recommended by the Economic Development Committee and approved by the Seaford City Council;
- I understand organizations with non-profit status do not qualify for the provisions of this ordinance;
- I understand I must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.

**Signature:** *Darrel Banning*

**Date:** 6/25/18

|  |   |  |                |                 |               |
|--|---|--|----------------|-----------------|---------------|
| <b>Property Owner (Buyer):</b> Michael Crockett                                | <b>Current Mailing Address:</b> 116 Maple Street<br>Seaford, DE 19973 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><b>Phone #</b></td></tr> <tr><td><b>Mobile #</b></td></tr> <tr><td><b>EMAIL:</b></td></tr> </table> | <b>Phone #</b> | <b>Mobile #</b> | <b>EMAIL:</b> |
| <b>Phone #</b>   |   |  |                |                 |               |
| <b>Mobile #</b>  |   |  |                |                 |               |
| <b>EMAIL:</b>  |   |  |                |                 |               |
| <b>Address of Property to Be Purchased:</b> 116 Maple Street Seaford, DE 19973 |   |  |                |                 |               |

I, Michael Crockett, the  Buyer, agree to the following terms:

- I hereby affirm the above listed property is a single family residence within the City of Seaford.
- I understand to qualify for this incentive the property must have been used exclusively as a rental property for a period of three years immediately prior to the conversion to an owner occupied property.
- I understand the I as the new owner must occupy the property within one year of the date of purchase;
- I understand the application must be recommended by the Economic Development Committee and approved by the Seaford City Council;
- I understand organizations with non-profit status do not qualify for the provisions of this ordinance;
- I understand I must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.
- I understand if an incentive is awarded an agreement will be executed between the City of Seaford and myself outlining the terms of my tax abatement.

**Signature:** *Michael Crockett*

**Date:** 6/29/18