

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 12, 2019
SEAFORD CITY HALL - 414 HIGH STREET

6:00 P.M. - Seaford Tomorrow to present their Draft Design Guide to the Mayor and City Council.

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 - Litigation
- Approval of minutes of the regular meeting on January 22, 2019.

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

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Present for approval proposed changes to the Travel Reimbursement Policy to update the mileage charge and per diem meal reimbursement rates.
2. Present for approval a proposal for cleaning of five Roof Top Units (RTU's) and all duct work at the Seaford Police Department.
3. Present for approval a quote for the purchase of a Dell OptiPlex 7060 computer tower with associated hardware and software for the Dispatch Manager of the Seaford 911 center.
4. Present for approval a letter of request and draft wastewater disposal services agreement from Proximity Malt to continue the use of the Seaford Wastewater Treatment Facility for their disposal needs for an additional one-year period.
5. Present for approval an agreement with the Delaware Department of Transportation (State Contract No. T201820002)

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- for the Market St. and Front St. Pedestrian Improvements - Seaford, Design Transportation Alternatives Program (TAP).
6. Present for approval the Director of Public Works Berley Mears recommendation to hold Clean Up Week the week of May 13th - 17th 2019.
 7. Mayor Genshaw to present appointments for the Standing Board for Municipal Election 2019 and the Municipal Election Board 2019 (Board used for election challenges).
 8. Grievance Hearing - Council to hear the appeal of Retired Lt. Glenn Vanfleet regarding his claim for backpay for stand-by duty in accordance with Employee Handbook Division 13 Section 2-148, Grievance Procedures, third step.
 9. Council to render a decision in the appeal of Retired Lt. Glenn Vanfleet in accordance with Employee Handbook Division 13 Section 2-148, Grievance Procedures, third step, regarding his claim for backpay for stand-by duty. (Council may elect to table this issue until after the Executive Session).

OLD BUSINESS:

1. Present for a second reading proposed amendments to Section 16.4.2 and 16.4.3 of the Seaford Municipal Code related to Rental to Home Ownership Incentive regulations.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Electric Committee Meeting, February 21, 2019, 3:00 p.m.; City Hall Council Chambers.
2. City of Seaford Planning Session, February 22, 2019, Seaford Library, 8:30 a.m. until 3:00 p.m.

Municipal Election - April 20, 2019

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February 12, 2019

The City of Seaford Municipal Election will be held on Saturday, April 20, 2019 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Council Member will be elected for a (3) year term.

All candidates must have filed by 5:00 p.m., E.S.T., February 22, 2019. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 22, 2019 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 22, 2019.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2018) and shall have one vote **provided he or she is registered on the “Books of Registered Voters” maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver’s license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

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February 12, 2019

CANDIDATES FILED AS OF 2/5/19:

Matthew MacCoy has filed for City Council

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 litigation.

EXECUTIVE SESSION:

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: 2/5/19

Posted by: TNT

1172 B 1
1-12-19
Copy

Travel Reimbursement Policy

Adopted: 11/24/92

Updated: 02/12/2019

Purpose:

The purpose of this policy is to ensure consistent and fair treatment of employees and elected officials that are required to travel on behalf of the City of Seaford.

Policy:

Employees traveling on behalf of the City of Seaford will be reimbursed for legitimate, reasonable travel expenses when directly connected with or pertaining to City business based on established allowances stated within this policy. City of Seaford travelers are expected to generally be conscientious in their use of City funds, and are to travel by economical and efficient means.

Guidelines:

General

The trip must be identified specifically and funded as part of the annual budget process. If the trip is not budgeted, funds must be available and special permission granted by mayor and council prior to reservations or trips being made.

Air Travel

- The City will pay for air travel fare in advance if the ticket (s) is/are purchased in advance.
- The City will only pay for coach/tourist class fare.
- The City will pay the fare for the shortest and most available direct route to and from the destination.
- The City encourages all to take advantage of special fares offered by the airlines.
- Persons traveling will arrange for scheduling, making reservations, and obtaining tickets for the travel.

Arrangements to and from the Airport

- The City will pay for the travel to and from the airport and the residence of the employee and/or motel.
- If a city vehicle is used for travel, the City will pay for the gasoline purchased while on the road along with any parking fees supported by receipts.
- Fuel can be purchased using the City fleets fuel plan at authorized retailers or if no authorized retailers can be found then the employee will be reimbursed for the fuel expenses that are supported by receipts.
- Authorized fuel retailer lists can be obtained by state through the Accounts Payable Representative.

- If a personal car is used for travel to and from the airport, the City will pay the mileage charge effective on the date of travel. Mileage will be reimbursed using the currently allowable IRS rate.
- Permission must be obtained from the employee's Director or the City Manager in order to use their personal vehicle for the purpose of City business travel.
- The City will pay for rental cars.
- The City will pay for a shuttle flight from Salisbury, Maryland.

Use of a Personal Vehicle

Once permission is obtained to use a personal vehicle, the following conditions apply:

- The City will pay the mileage charge using the currently allowable IRS rate.
- The City will not pay for the repairs made while on the road.
- The City will pay the mileage for business related travel only and not any other travel.
- Tolls and parking fees will be paid by the City.
- In no case shall the City reimburse for the use of a personal vehicle that exceeds the cost of coach airfare to the required destination.
- Employees travel time will be limited to one day from conference, meeting, etc. If the employee elects to drive and additional days are involved, the employee will elect to take the additional days as vacation, accumulated time or as time off without pay.

Lodging

- The person traveling will make all arrangements for the accommodation of lodging.
- The City will pay for adequate, but not luxurious, accommodations.
- The City will pay for a single room. If two City officials or employees share the room, double room rates will be paid by the City.
- Overnight accommodations will be reimbursed only if the conference is more than 50 miles from the City of Seaford. If the distance is less than 50 miles and the overnight accommodations are required because of the timing, special seminar or the cost of travel to and from Seaford the next day, a special note is required on the travel reimbursement form and advance approval from the City Manager is required.
- Lodging will be paid only for the days during which the conferences are held and for appropriate arrival and departure time.
- If the accommodation offers special discounts for government entities, the lodging should be registered in the name of the City of Seaford specifically and hotel personnel should be requested to give such discount

Meals

The City will reimburse the traveler the actual cost of meals consumed while on City business. Request for reimbursement of actual meal costs may not exceed the meals and incidental expenses rate for the area. All per diem rates apply only as a maximum allowable reimbursement. These rates are set by the General Services Administration and are adjusted annually. Current rates can be found at www.gsa.gov/perdiem or by calling the Accounts

Payable representative. If the specific area of travel is not listed, an average cost will be determined using meal & incidental expense costs for surrounding areas. In order to be eligible for reimbursement, all supporting receipts must be turned in to the Accounts Payable representative upon return from the trip.
The City will not pay for alcoholic beverages.

Miscellaneous Reimbursable Items

- International Travel Costs: Actual costs of acquiring passports, visas, necessary photographs, birth certificates, required inoculations, immunizations, health cards and fees for the conversion of funds to foreign currencies are reimbursable.
- Excess Baggage: Charges for excess baggage are reimbursable when the traveler is transporting City materials or when the extended period of travel necessitates excess personal baggage.
- Laundry: Travelers will be reimbursed for reasonable and actual expenses for laundry services that are necessary due to an absence from home for five or more days or when unusual and documented circumstances mandate these services.

Miscellaneous Expenses that are NOT Reimbursable

- If the spouse travels with the employee, elected official, or appointed official, no expenses incurred by the spouse will be covered.
- Pet care expenses
- Personal travel insurance
- Insurance coverage for privately owned vehicles
- Expenses related to damages to uninsured rental cars and privately owned vehicles
- Interest charges levied on overdue invoices or credit card statements
- Barbers, hairdressers, toiletry items, health club fees, prescriptions and non-prescription medications
- Hotel pay-per-view video and mini-bar expenses
- Expenses related to lost or stolen items
- ATM fees
- Meals included in another reimbursable item (e.g. conference fee, transportation charge, accommodation)
- Personal telephone calls, with the exception of one brief call to the traveler's home location, per day.
- Expenses for alcoholic beverages, night clubs, theatre, or other personal entertainment items are not allowed.
- A social function or banquet which is not part of the conference.
- Tours and visits to historical and other general interest places which are organized by the organization during the conference period that are not job related tours.
- In general, personal expenses are not reimbursable, and are assumed to include any expenses which are not a necessary consequence of travel on behalf of the City.
- An employee will not receive comp time, overtime, nor pay for scheduled days off for

attending schools, conventions, meetings, etc. An employee is expected to report to work the next scheduled work day following his/her return. Exceptions and emergency situations will need the approval from the City Manager.

Advance Payments and Travel Advance

- The City may pay the conference/ training fees in advance. Such a payment will require the supervisor to fill out a check request along with a copy of the registration form and turn it into accounts payable. This payment will be made payable to and mailed directly to the organization.
- The City will pay for the air fares in advance if requested by the traveler. The check will be made payable directly to the agency if a travel agent has been used. If the traveler paid for the flight on his/her personal credit card, then the traveler will be required to fill out a check request with a copy of the purchase on the credit card statement and the traveler will be reimbursed directly.
- The City will pay for lodging in advance if requested by the traveler. The check will be made payable to the hotel and will be given to the person for whom the lodging arrangements are made. The person would get the rates and information pertaining to all applicable taxes in advance.
 - If the amount of the check is less than the actual invoice, the person may pay the difference to the hotel and claim the expense on the travel reimbursement form. This amount will be reimbursed to the person together with all other travel expenses
 - If the amount of the check is greater than the hotel invoice, the person will receive the excess amount from the hotel and show the amount as a credit on the travel reimbursement form. This amount will be deducted from the total reimbursement amount and the net amount will be reimbursed to the employee.
- The City will advance pay for the estimated food and out-of-pocket expenses incurred by the employee. All expected travel expenses must be detailed on a travel advance form and turned into accounts payable along with a signed check request.

Reimbursement of Expenses

Upon return from the trip, the employee will submit a complete and detailed travel reimbursement form. The report should be turned in no more than ten (10) calendar days from the day of return from the trip. All supporting receipts and other documentation should be attached to the travel reimbursement form. Reimbursement will be made based on the travel reimbursement report.

If the employee has received a travel advance and a reimbursement to the city is warranted then cash or check is to be turned in along with the travel reimbursement form as well.

Attached is a copy of the travel reimbursement and travel advance forms.

Travel Reimbursement Policy

Adopted: 11/24/92

Updated: ~~02/12/2019~~ 01/XX/2019

HR# 1
1-12-19
RED-LINE

Purpose:

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- The City will pay for the travel to and from the airport and the residence of the employee and/or motel.
- If a city vehicle is used for travel, the City will pay for the gasoline purchased while on the road along with any parking fees supported by receipts.
- Fuel can be purchased using the City fleets fuel plan at authorized retailers or if no authorized retailers can be found then the employee will be reimbursed for the fuel expenses that are supported by receipts.
- Authorized fuel retailer lists can be obtained by state through the Accounts Payable Representative.

- If a personal car is used for travel to and from the airport, the City will pay the mileage charge effective on the date of travel. Mileage will be reimbursed using the currently allowable IRS rate. ~~The City's current mileage rate is 24 cents per mile.~~
- Permission must be obtained from the employee's Director or the City Manager in order to use their personal vehicle for the purpose of City business travel.
- The City will pay for rental cars.
- The City will pay for a shuttle flight from Salisbury, Maryland.

Use of a Personal Vehicle

Once permission is obtained to use a personal vehicle, the following conditions apply:

- The City will pay the mileage charge using the currently allowable IRS rate, which is 24 cents per mile. ~~(Revised 11/27/90)~~
- The City will not pay for the repairs made while on the road.
- The City will pay the mileage for business related travel only and not any other travel.
- Tolls and parking fees will be paid by the City.
- In no case shall the City reimburse for the use of a personal vehicle that exceeds the cost of coach airfare to the required destination.
- Employees travel time will be limited to one day from conference, meeting, etc. If the employee elects to drive and additional days are involved, the employee will elect to take the additional days as vacation, accumulated time or as time off without pay.

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reimbursement. These rates are set by the General Services Administration and are adjusted annually. Current rates can be found at www.gsa.gov/perdiem or by calling the Accounts Payable representative. If the specific area of travel is not listed, an average cost will be determined using meal & incidental expense costs for surrounding areas. In order to be eligible for reimbursement, all supporting receipts must be turned in to the Accounts Payable representative upon return from the trip. expenses up to a maximum of 40.00 per day with supporting receipts (excluding tips). (Revised 11/24/92)
The City will not pay for alcoholic beverages.

Phone Calls

- ~~• The City will pay for all business related phone calls while the employee is out of town. However the employee is urged to use the City cell phone if one is provided to them for these calls.~~
- ~~• When calls are made to the City of Seaford, collect calls should be made if a City cell phone was not provided to the employee. If a cell phone was provided that should be used for all City calls.~~
- ~~• The City will pay for one personal phone call a day. The traveler is urged to make this call as short as possible.~~

Miscellaneous Reimbursable Items

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- Interest charges levied on overdue invoices or credit card statements
- Barbers, hairdressers, toiletry items, health club fees, prescriptions and non-prescription medications
- Hotel pay-per-view video and mini-bar expenses
- Expenses related to lost or stolen items

- ATM fees
- Meals included in another reimbursable item (e.g. conference fee, transportation charge, accommodation)
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 - If the amount of the check is less than the actual invoice, the person may pay the difference to the hotel and claim the expense on the travel reimbursement form. This amount will be reimbursed to the person together with all other travel expenses
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If the employee has received a travel advance and a reimbursement to the city is warranted then cash or check is to be turned in along with the travel reimbursement form as well. Attached is a copy of the travel reimbursement and travel advance forms.



Commercial Proposal

Customer Information			
Name	Seaford Police Department		
Address	300 Virginia Ave.		
City	Seaford	State DE	ZIP 19973
Phone	(302) 629 - 6644		

Estimate Information	
Date:	1/17/19
Prepared by:	Philip Fields

Work Order Description	Price
General Scope of Work: Initial Estimate - Cleaning 5 RTU (Type 2 Cleaning) - Low pressure wash evaporator coils with a mild indoor coil cleaning solution, comb fins, HEPA vacuum all interior surfaces that air passes over within the unit, use compressed air and agitation devices to remove dirt and debris from blower. - Clean all ductwork(supply, return, and basement locker room exhaust.) - Connect large truck mounted vacuum system to put duct work under negative pressure and then using compressed air and agitation devices to remove dirt and debris from interior surface of main line and all branch lines. All registers, grilles, and diffusers will be lightly pressure washed and disinfected before being reinstalled. Stanley Steemer will comply with NADCA guidelines: - Source removal and disposal of contaminants from agreed upon HVAC systems. - Follow safety guidelines including OSHA and local regulations. - Inspection and documentation throughout the project to ensure quality.	\$ 5,743.00
SubTotal	\$5,743.00
Discount	
Tax	
TOTAL	

Thank you for choosing Stanley Steemer!!!

Job Specific Notes:

Estimate for cleaning all ductwork specified above at the Seaford Police Department and 911 Call Center. All work will be done in accordance with the NADCA ACR 2013 standard for air duct cleaning practices and all technicians are NADCA ASCS trained and certified. All Desks and personal items inside the offices will be covered with plastic sheeting to prevent dust and debris from contaminating surfaces during the cleaning of the vents in each area. HEPA air scrubbers will be placed inside of the work area to filter the ambient air during cleaning and all the ceiling tiles adjacent to the diffusers and return grilles will be HEPA vacuumed after the cleaning, as well as, the flooring and other horizontal surfaces in each office and room. If cleaning must be performed after hours then an additional fee may be added depending on the time in which the work must be completed.

- This document is meant as an estimate only, price may decrease if job is completed ahead of schedule.
 - All changes to scope/price will be discussed and agreed upon (signature) prior to the additional work being started.

 Signature of Authorized Representative Printed Name of Representative Date

NP 2
2-12-19







Category	Description	Code	SKU	ID
Memory	16GB 2X8GB DDR4 2666MHz UDIMM Non-ECC	GLPG2UO	[370-AEBG]	3
Hard Drive	M.2 512GB PCIe NVMe Class 40 Solid State Drive	GP5F2NC	[400-AFWF] [773-BBBC]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	G589BYA	[325-BCXM] [429-ABFH]	16
Additional Storage Devices - Media Reader	No Media Card Reader Selected	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card	GE7Y41P	[555-BBFO]	19
Driver	No Wireless	GVHB6TP	[555-BBFO]	7
PCI Card	No Parallel or Serial Port	GVEYOQ7	[492-BBFF]	698
Chassis Options	OptiPlex 7060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)	G67A9OF	[329-BDSK]	116
Keyboard	Black Dell KB216 Wired Keyboard	GZDPBC1	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse	GWJIAF2	[275-BBBW]	12
Back Cover	No Cover Selected	GKN16CQ	[320-BCGK]	376
Cables and Dongles	No Adapter	GKRDEM4	[470-AAJL]	592
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Non-Microsoft Application Software	Windows 10 Non-Embedded	GXY3BHT	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV] [658-BDVV]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
E-Star	Energy Star	G6J34SM	[387-BBLW]	122
Raid Connectivity	No RAID	GS3UFWA	[817-BBBN]	1009
Network Card	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	[555-BBJO]	13
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Placemat	MOD,PLCMT,QSG,7060,MT,DAO1	GR0FOKM	[340-CDYY]	60
Systems Management	Intel® vPro Technology Enabled	GFTZC4U	[631-ABQQ]	49
Protect Your New PC	No Security Software	NOSS	[650-AAAM]	1014
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Regulatory Label	Regulatory Label 7060 Mini Tower	GSX8752	[389-CXGK]	676

Category	Description	Code	SKU	ID
Processor Branding	8th Gen Intel® Core™ i7 vPro™ process or label	GJW1R0P	[389-CGJM]	749
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Hard Drive Software	NO INTEL RESPONSIVE	GH8DSL	[551-BBBJ]	707
CompuTrace Offerings + Stoptrack Label	No Computrace	G01F2XY	[461-AABF]	697
UPC Label	No UPC Label	G8WGTYN	[389-BCGW]	292
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
Canada Ship Options	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Packaging	Ship Material for OptiPlex Tower	G7G214X	[340-CDWT] [389-BBUU]	465
Additional Video Ports	Additional DisplayPort for Tower	GN4XQKA	[382-BBFU]	495
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Hardware Support Services	5 Years ProSupport with Next Business Day Onsite Service	G5R49Q2	[812-3886] [812-3900] [812-3910] [989-3449]	29

Grouped with your OptiPlex 7060 Tower - Build your own



Dell 24 Monitor - P2419H	1	\$279.99	\$279.99
Discounted unit price: \$240.79			
Dell Contract Code: WN07AGW			

Premier discount -\$39.20
 Catalog Number: 26 / p2419hcc

Category	Description	Code	SKU	ID
Dell 24 Monitor - P2419H	Dell 24 Monitor - P2419H	G9GB00P	[210-AQDX]	1
Hardware Support Services	3 Years Advanced Exchange Service	G2V0K68	[814-5380] [814-5381]	29

Bundle Total: \$2,281.22



Download Adobe Acrobat Professional 2017 WIN 1 User	1	\$449.00	\$449.00
Discounted unit price: \$427.37			
Dell Contract Code: WN07AGW			
Manufacturer Part#: 65281178			
Dell Part#: A9744699			

Estimated Ship Date
 January 28, 2019

Premier discount -\$21.63
Item total: \$427.37

Savings: \$1,021.03

Subtotal (3): \$2,708.59

Savings \$1,021.03

Subtotal (3) \$2,708.59

Estimated Shipping \$0.00

Total \$2,708.59

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

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Cookie Consent

Memo

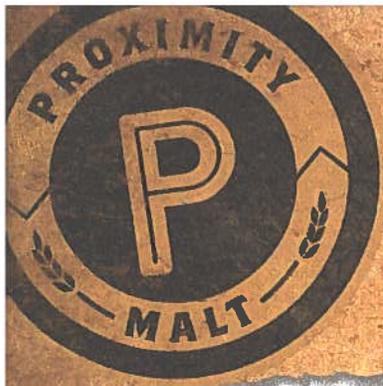
NIB # 4
2-12-19

To: Charles Anderson, CM
From: Berley Mears, DPW
cc:
Date: February 5, 2019
Re: Proximity Malt agreement

It is time to renew the agreement with Proximity Malt to continue receiving their wastewater. A draft agreement and subsequent letter from Proximity included a rate reduction request to \$0.03 cents per gallon from the current \$0.04 a gallon. Our original hauled waste rate with Proximity was \$0.06 per gallon and Mayor and Council approved the rate reduction down to the \$0.04 per gallon to help out Proximity get up and running and complete their on-site wastewater treatment facility.

Proximity's waste is high in phosphorus which requires the use of a chemical to precipitate it out. This additional precipitation creates more waste sludge that we have to process into compost. This is different then our other contracted hauler DSWA, who has a lower rate, because we actually gain alkalinity with their waste which allows us to reduce chemical usage to raise our pH. Proximity believes we should give them the same rate as DSWA, but there wastes are different to treat.

It is my recommendation that we go no lower than \$0.035 cents per gallon.



644 S. 5th Street • Milwaukee WI, 53204

414-755-8388



January 26, 2019

NB# 4
2-12-19

City of Seaford
Director of Public Works, attn Bearly Mears
8000 Herring Run Rd. P.O. Box 1100
Seaford, DE 19973

Dear Bearly:

Thank you to you and Charles for you time last week. Based upon the discussions of that meeting we are writing to you now. Please consider this letter as our official request to extend our current water disposal agreement with the following Changes.

1. Extend the term a further 12 months.
2. Requesting a rate change from \$0.040/gallon to \$0.030/gallon.
3. Raise the maximum gallons per day to 66,000 gallons per day.

Please note that Proximity Malt is planning to use this disposal as part of any overall strategy that includes other municipal waste water treatment plants and land application. It is not our intention to use Seaford WWTP for all or our disposal needs. We understand that this request has to be presented to Mayor - Council for review and approval and we request this be on the agenda for the February 12, 2019 meeting. Thank you for your time and attention please contact me with any questions.

Best Regards,

Matthew J. Musial

Matt Musial
Regional Manager

proximitymalt.com

WASTEWATER DISPOSAL SERVICES AGREEMENT

This WASTEWATER DISPOSAL SERVICES AGREEMENT ("Agreement"), is entered into and made effective this ____ day of _January_____, 2019 ("Effective Date") by and between PROXIMITY MALT, Laurel, Delaware ("PROXIMITY") and the CITY OF SEAFORD, Delaware ("CITY"). PROXIMITY and CITY shall each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, PROXIMITY operates a malting facility in Laurel, Delaware (the "Site"); and

WHEREAS, the PROXIMITY Site generates wastewater which is mostly from the malting process in nature (the "Wastewater") for which it desires to utilize the CITY for disposal and treatment services; and

WHEREAS, CITY is willing to allow PROXIMITY to deliver its wastewater from the Site to the CITY'S Wastewater Treatment Facility (the "Facility") for disposal and treatment via an assigned discharge point.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Grant of Permit:

CITY hereby grants PROXIMITY the right to discharge wastewater into the CITY'S Wastewater Treatment Facility subject to the terms and conditions of this Agreement.

2. Agreement/Term:

The Parties agree that wastewater delivered by PROXIMITY to the Facility during the term of this Agreement will be disposed of and treated by CITY in accordance with this Agreement. Nothing in this Agreement shall be construed to require PROXIMITY to deliver wastewater to the Facility. The term of this Agreement shall begin on the effective date and shall continue for a one (1) year period following such date. If PROXIMITY chooses to extend this agreement past the expiration date they shall make this request to the CITY sixty (60) days prior to the expiration date of this agreement.

3. Delivery of Wastewater; Hauler Requirements:

PROXIMITY will utilize a dedicated hauler to deliver the wastewater to the Facility. When delivering wastewater to the Facility the dedicated hauler will deliver only PROXIMITY wastewater and will not include in such deliveries sludge or other wastewater from any other location or facility.

4. Acceptance, Disposal, and Treatment of Wastewater:

CITY agrees to receive and accept wastewater at the Facility delivered by PROXIMITY's hauler pursuant to the terms of this Agreement. Upon receipt of the

wastewater at the Facility, CITY shall have responsibility for the treatment and disposal of the wastewater. The CITY agrees to accept wastewater during normal working days/hours. The CITY agrees they have verified that this wastewater does fall within the guidelines of their permitted operation and therefore they are permitted to accept, treat and dispose of it. The initial period duration shall be determined at the sole discretion of the Director of Public Works.

5. Disposal Quantities:

PROXIMITY shall be permitted to deliver between zero and sixty-six-thousand (66,000) gallons per day

6. Compliance with Laws:

The Parties agree to comply with all federal, state, and local laws, rules, and regulations applicable to the performance of this Agreement.

8. Invoicing:

CITY shall invoice PROXIMITY in accordance with the terms of this Agreement for the actual quantity of wastewater delivered by Proximity on a monthly basis. At the end of each month during which PROXIMITY delivers wastewater to the Facility, CITY shall submit to PROXIMITY's authorized representatives an itemized invoice, in a form satisfactory to PROXIMITY, detailing charges for the quantity of wastewater delivered to Facility by PROXIMITY during that month. The CITY shall charge PROXIMITY the agreed upon rate of \$0.030 per gallon delivered to the City WWTF. The CITY shall furnish, upon request, any records relating to the invoice prior to or after payment by PROXIMITY. Within thirty (30) days after PROXIMITY receives the invoice, PROXIMITY shall pay CITY the undisputed amounts set forth in such invoice in accordance with the rates agreed upon in writing by the Parties; provided that PROXIMITY shall have no obligation to pay any amounts due in connection with this Agreement in the event of any breach of this Agreement by City. Notwithstanding the foregoing, any payment otherwise due on a Saturday, Sunday or PROXIMITY holiday shall be due on the following business day. Payment shall be considered made when payment checks are received by the CITY, or when payment by electronic funds transfer is initiated by PROXIMITY. The CITY will have the right to terminate this agreement in whole should the CITY not receive the payment within the above required thirty (30) days after receipt of the invoice. The CITY reserves the right to charge interest at 1.5% per month which is equivalent to 18% annually.

9. Suspension of Disposal:

CITY agrees to accept for treatment the wastewater of PROXIMITY pursuant to the terms of this Agreement; provided however, that CITY reserves the right to refuse to accept for treatment the wastewater should the wastewater treatment facility experience an "upset" or need to stop introduction into the system. In the event that the CITY deems it necessary to stop receiving wastewater PROXIMITY shall not bring any wastewater to the CITY until further notice from the CITY.

10. Termination:

_____ Upon written notice (by certified mail or email) to CITY, PROXIMITY may at any time, in its sole discretion, without cause, cost, penalty, or liability (whether or not for breach of this Agreement), terminate this Agreement in whole or in part, effective the date specified in such notice. If terminated by PROXIMITY without cause, CITY will be entitled to payment for the portion of the wastewater delivered to Facility in accordance with the terms of this Agreement prior to the time of termination. If CITY desires to terminate this Agreement, it shall provide PROXIMITY 60 Days written notice (by certified mail or by email) of its intent to terminate. If CITY provides such notice, this Agreement shall terminate in whole or in part, effective on a date agreed to in writing by the Parties.

11. Notices Each to the Other:

All official notices each to the other shall be sent to:

City of Seaford

Proximity Malt

Attn: City Manager

Attn: Matt Musial, Regional Manager

P.O. Box 1100

33222 Bi-State Blvd.

414 High Street

Laurel, DE 19956

Seaford, DE 19973

12. Indemnification:

__Except in the case of negligence by the City, PROXIMITY agrees to indemnify, defend, and hold harmless the CITY; its employees, elected and appointed officials from any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damage to persons or property whatsoever by reason of or in connection with this agreement.

13. Miscellaneous:

a. The Agreement is the entire agreement between the Parties regarding its subject matter and supersedes any terms and provisions of previous dates.

b. No amendment of this Agreement shall be effective unless it is in writing and signed by CITY and an authorized representative of PROXIMITY.

c. The Parties understand and acknowledge that CITY, its subcontractors, and the employees of either are not agents or employees of PROXIMITY and have no authority to obligate or bind PROXIMITY in any way without the express written permission of an authorized representative of PROXIMITY.

d. Any course of dealing, delay or failure of PROXIMITY to enforce any of the provisions of this Agreement shall not be deemed a waiver of the right of PROXIMITY thereafter to enforce any and each such provision.

e. If any provision of this Agreement should be found void or otherwise unenforceable, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining provisions of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

f. The headings of this Agreement are of no binding effect, and shall not be used to construe this Agreement.

g. The rights and remedies described in this Agreement are not exclusive, are cumulative or (to the extent applicable) alternative, and are in addition to other rights or remedies available at law or in equity or otherwise.

h. CITY shall not suspend performance under this Agreement, alter the payment terms set forth herein, or terminate this Agreement due to the creditworthiness of PROXIMITY.

i. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or in any way relates to this Agreement, shall be governed by the internal laws of the State of Delaware (including its laws regarding statutes of limitations), without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first written above.

Proximity Malt
33222 Bi-State Boulevard
Laurel, Delaware 19956

City of Seaford
414 High Street
Seaford, Delaware 19973

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Salisbury/Wicomico Metropolitan Planning Organization

Government Office Building
125 N. Division Street, Room 203
PO Box 870
Salisbury, Maryland 21803
410.548.4860; 410.548.4955 (Fax)
web site: www.swmpo.org

S/WMPO Council

Matthew E. Creamer, Chair
Wicomico County

Charles Anderson, Vice Chair
City of Seaford

John Rieley
Sussex County Council

Drew Boyce
Delaware Dept. of Transportation

Tyson Byrne
Maryland Department of Planning

Julia Glanz
City of Salisbury

Jack Heath
City of Salisbury Council

Josh Hastings
Wicomico County Council

Sara Bynum-King
Town of Delmar, Maryland
Commissioner

Greg Padgham
Tri County Council for the Lower Eastern
Shore

John Psota
City of Fruitland

S/WMPO Executive Director
Keith D. Hall, AICP

February 8, 2019

Mr. Charles Anderson
City Manager
City of Seaford, Delaware
414 High Street
Seaford, Delaware 19973

Dear ~~Mr. Anderson~~ CHARLES:

On November 15, 2018, the Salisbury/Wicomico Metropolitan Planning Organization's ("S/WMPO") Council voted unanimously to approve Resolution 10-2018 amending the adopted FY 2019 Unified Planning Work Program ("budget"). As amended, the FY 2019 budget allocated \$40,000.00 to City of Seaford's Pedestrian and Traffic Calming Improvements along portions of Market and Front Streets.

The encumbered funding is available to begin this project. Project funding will be used to procure professional services to prepare preliminary planning designs and concepts in support of the project (not to exceed 30 percent drawings). The anticipated improvements will enhance pedestrian and motorist safety and compatibility.

We look forward to continuing this regional partnership amongst the City of Seaford, Delaware Department of Transportation, and S/WMPO.

If you have any questions, please contact me at 410.548.4860 or via e-mail at Khall@wicomicocounty.org

Best regards,
Keith

Keith D. Hall, AICP
Executive Director
Salisbury/Wicomico MPO

Cc via e-mail: Mr. Berley Mears – City of Seaford
Ms. Jenn Cinelli-Miller – DelDOT

NBHS
2/12/19

NB# 5
2-12-19



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

January 16, 2019

Mr. Berley Mears
City of Seaford
P.O. Box 1100
Seaford, DE 19973

**Reference: State Contract No. T201820002
Market St. and Front St Pedestrian Improvements-Seaford, Design
Transportation Alternatives Program**

Dear Mr. Mears:

Enclosed are five (5) original copies of the project agreement for the above-referenced project. Please sign all copies and return four (4) original copies to me; keep one (1) for your files.

Also enclosed is the invoice for the match commitment. The City of Seaford has a \$41,000 match commitment on this project. The fully executed agreement and match payment must be received by DelDOT prior to design of the project beginning.

Please feel free to contact me at (302)760-2112 if you have any questions or concerns.

Thank you and we look forward to completing this project with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd Pryor', written over a horizontal line.

Todd Pryor
Planner, Planning



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

January 16, 2019

Mr. Berley Mears
City of Seaford
P.O. Box 1100
Seaford, DE 19973

Reference: State Contract No. T201820002
Market St and Front St. Pedestrian Improvements-Seaford, Design
Invoice # T201820001

Dear Mr. Mears:

The above referenced project is ready for design. In order to facilitate this request, the City of Seaford needs to submit their match contribution of **\$41,000**. The anticipated total project design cost is \$205,000. Below is the calculation for the City of Seaford's portion:

$$\$205,000 \times 20\% = \$41,000$$

Total Contribution from City of Seaford = \$41,000

It is imperative that the payment is received prior to design beginning.

The Department of Transportation has made some changes regarding our check receipt process. Please make checks payable to **The Delaware Department of Transportation**. We also request that you mail it to the following address:

Delaware Department of Transportation
Finance Attn: Danielle Watson
P.O. Box 778
Dover, DE 19903.

Please feel free to contact me at (302) 760-2112 if you have any questions or concerns.

Sincerely,


Todd Pryor
Planning



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

January 2, 2019

Mr. Berley Mears
Director, Public Works
City of Seaford
P.O. Box 1100
Seaford, DE 19973

RE: **State Contract No. T201820002, F.A.P. No. ETEA-2018(06)
Market St. and Front St. Pedestrian Improvements-Seaford, Design
Transportation Alternatives Program**

Dear Mr. Mears:

This is to serve as a Delaware Department of Transportation (DelDOT) Administered On-Alignment Agreement (AGREEMENT) between DelDOT and the City of Seaford (SPONSOR) for the referenced PROJECT DESIGN.

This project, hereinafter referred to as the PROJECT DESIGN, consists of the design and preparation of contract documents of the Market Street and Front Street Pedestrian Improvements-Seaford project. Improvements to include curb and sidewalk installation and replacement, ADA upgrades, curb ramp improvements, crosswalk improvements, landscaping, and upgraded signage. **This is a design only contract.**

In accordance with this AGREEMENT, DelDOT shall:

- A. Provide funding for the PROJECT DESIGN not to exceed \$164,000. This amount is based on an estimated total PROJECT DESIGN cost of \$205,000.

- B. Obtain all necessary state and federal permits and or approvals required by the Transportation Alternatives Program.

In accordance with this AGREEMENT, the SPONSOR shall:

- C. Provide the matching funds that fulfill the matching obligation for the PROJECT DESIGN in the amount of \$41,000. This amount is based on an estimated PROJECT DESIGN cost of \$205,000. All funding to cover the PROJECT DESIGN match responsibility, based on the PROJECT DESIGN budget, must be encumbered to the PROJECT prior to design starting.
- D. Provide timely review and comment/approval of the PROJECT DESIGN construction plans, specifications and estimates.
- E. Utilize the funding provided for the PROJECT DESIGN for the stated purpose only and not be redirected by the SPONSOR for any other purpose.

Under this AGREEMENT, the following General Conditions shall apply to the parties:

- A. Upon completion and acceptance of the PROJECT, DelDOT will make a final accounting of PROJECT costs. The parties will make final settlement hereto within 60 days of written notice of the findings of the final accounting.
- B. If, prior to advertisement of the project, the PROJECT DESIGN is canceled, or put on hold for more than one year at the sole request of the SPONSOR, during which time the project is inactive, the SPONSOR shall be responsible for reimbursing DelDOT for all funds spent by DelDOT on the PROJECT DESIGN up to the point when the PROJECT DESIGN was halted, including funds spent by the SPONSOR on the PROJECT DESIGN up to the point when the PROJECT DESIGN was halted. For the avoidance of doubt, this requirement for reimbursement includes both funds that (i) have been spent at the time the PROJECT DESIGN is put on hold or canceled and (ii) any funds that SPONSOR may be required to spend on costs that have been incurred but not yet billed to SPONSOR at the time the PROJECT DESIGN is put on hold or canceled.

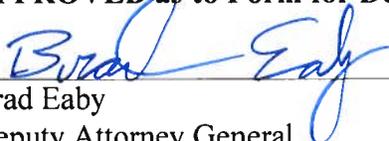
Please indicate your concurrence with these provisions by signing on the appropriate line and return the four (4) signed originals to my attention. If you have any questions or concerns, please contact me at (302)760-2112

Sincerely,



Todd Pryor,
Planner

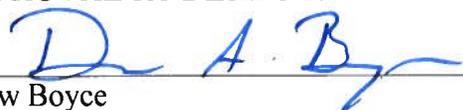
APPROVED as to Form for DeIDOT:



Brad Eaby
Deputy Attorney General

January 10, 2019
Date

APPROVAL for DELDOT:



Drew Boyce
Director, Planning

1/10/19
Date

ATTEST for DeIDOT:



Charlanne Thornton
Director, Finance

1/19/19
Date

Approval for the SPONSOR:

City of Seaford

Date



Memo

NBS# 6
2-12-19

To: Charles Anderson
From: Berley Mears
CC: Tracy Torbert
Date: February 4, 2019
Re: Clean-up week 2019

I would like to make a recommendation to have "clean-up week 2019" the week of May 13th-17th. This will be one week later in May than usual due to disconnects being the second week which is a busy time for all departments.

MB # 7
2/12/19

Standing Board for Municipal Election 2019

1 year term: Rick Peterson (Election Judge), Sharon Drugash

2 year term: Toby French, Elaine Vincent

3 year term: Cynthia Cummings

Staff:

6:30 – 11:00 – Jeanne Sapp
Tracy Torbert

11:00 – 3:30 – Shannon Passwaters
Erica Colegrove

- Relief
 - Charles Anderson
 - Trisha Newcomer
 - Tracy Torbert (11:00 – 3:00)

Municipal Board – Election 2019
(Board used for Election Challenges)

Rick Stewart
Brenda Briggs
Bob Hudson

January 16, 2019

NB# 8
1-12-14

Lt. Glenn Vanfleet (Ret.)
29486 Shipbuilders Drive
Seaford, DE 19973

RE: Grievance Step 2: Stand-by compensation for a Public Information Officer (PIO) assignment from February 3, 2017 to on or about May 24, 2018.

Glenn,

The purpose of this letter is to render a decision in the second step of the grievance you filed with Chief Kracyla. You subsequently requested a meeting with me on January 9, 2019 (via email) as a second step in the process. The grievance is related to your request for stand-by pay for the weeks that you served as the Public Information Officer (PIO) for the Seaford Police Department.

June Merritt, Director of Finance and HR and I did meet with you on January 15th, at 3:00 p.m., as per your request, to discuss the grievance in depth and to obtain a better understanding of the PIO assignment and the circumstances surrounding your grievance.

My decision is based on my review of the information submitted and discussions held as follows:

1. The City Employee Handbook Section 2-114 (C) 2 (a copy of which is attached as "Exhibit A") states that *"Stand-by is from 5:00 p.m. Monday to 5:00 p.m. the following Monday for which an employee received twelve hours regular pay. Standby is not considered part of the regular forty (40) hour work week. The Department Director is responsible for scheduling the necessary manpower."*
2. The FOP Contract document Section 6.7 On-Call Pay (a copy of which is attached as "Exhibit B") states, in part, that *"If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hours pay...."*
3. General Orders Manual (GOM) Section 2/560.05 Public Information Officer (a copy of which is attached as "Exhibit C") states, in part, that *The Public Information Officer is responsible for: ... "During non-working hours, the PIO will be on stand-by status and shall keep the Seaford Communications Center advised of his pager or contact telephone number."* Section 3/743.05 of the GOM further states *"Only authorized employees may receive stand-by pay. Any authorization for stand-by status must be approved by the Chief of Police. Schedules will be maintained"*

4. All thirteen press releases you issued during your tenure as PIO are attached as "Exhibit D".
5. On January 4th, 2019; in preparation for our meeting with you; June and I did speak with Retired Chief Flood, who assigned the PIO duties to you when he was Chief of the SPD. He provided the background of the assignment and whether you were placed on stand-by during the period. These are two separate and distinct actions required by the Chief. He stated that yes, you were assigned the duties of PIO on or about February 3, 2017. He also stated that he did not place you on stand-by at that time or any time during the period that he was Chief of the Department. He further stated that to his knowledge no one was ever place on stand-by for PIO duties. It was clearly a policy and practice of the Department and its Chief not to place personnel on stand-by for the PIO assignment. He stated that in his operational structure; press releases (or other PIO duties) were not "mission critical" and could be done (and were done) during regular business hours.

My findings are to sustain the decision made by Chief Kracyla in denying back stand-by pay, for the following reasons:

1. As referenced in the City Employee Handbook *The Department Director is responsible for scheduling the necessary manpower.* Former Chief Flood clearly stated in our interview with him that he did not schedule you for any stand-by during your assignment as PIO.
2. The FOP contract language gives the authority of placing an employee on-call to the Chief of the SPD *"If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hours pay...."* This prevents employees from self-assigning stand-by and receiving pay for which they are not entitled.
3. It should be noted that the Seaford Police Department (SPD) has a long history of maintaining a stand-by or "on-call" list that is published and approved by the Chief for the Criminal Investigative Division (CID) and the officers in the on-call rotation are compensated for the stand-by assignment. This type of assignment and list was never and has never been created for a PIO standby rotation. When I asked you if you were aware of the stand-by schedule for CID you stated that you were. Additionally, you stated that you took vacation and a medical leave during the period you were PIO and no other member of the SPD was assigned PIO duties in your absence. This clearly supports the fact that while you were assigned the duty of PIO for the referenced period you were not (nor was anyone else) placed on call or stand-by for the PIO duties after regular business hours.
4. You cite the following language of the GOM to support your claim for back pay related to stand-by *"During non-working hours, the PIO will be on stand-by status and shall keep the Seaford Communications Center advised of his pager or contact telephone number."* In reviewing the GOM further it also states *"Only authorized employees may receive stand-by pay. Any authorization for stand-by status must be approved by the Chief of Police. Schedules will be maintained"* Clearly, when I review the language of the GOM; the intent of the document; the past practice of the

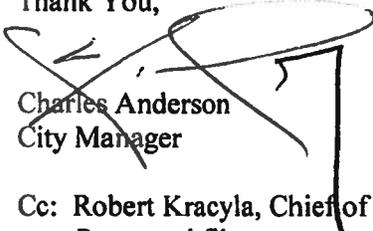
Department; the statements and intention of your commanding officer; stand-by pay was not intended or authorized for this assignment.

5. The dates of the press releases issued by you are of key importance. All of the information disseminated by you for an approximate fifteen-month period was done during regular working hours. This is certainly telling of intent and department operational expectations. The Chief was content with putting public information out during regular business hours and that was the expectation that he set for you. In fact, you understood this expectation of the Chief as no press release was done by you on a weekend or after working hours. Based on my review of the date of when the events occurred which resulted in press releases being issued by you, they were always released during normal working hours Monday -Friday. As a matter of fact; several press release dates were three days old and one was four days past the incident. The City should not pay employees for standby time if no stand-by assignment was made by the Chief and was not expected to be after hours. Further, this was a clearly communicated expectation of the Chief of Police for the PIO assignment.

I am submitting these findings to you in writing as set forth in Division 13 Grievance Procedures Sec. 2-147 the Second Step. Furthermore, in accordance with Sec. 2-148 Third Step, if the decision of the City Manager is not satisfactory to you then you may make a final appeal of this decision to the Mayor and Council within seven (7) calendar days from the written date of the City Manager's determination. This should be addressed to the attention of the City Manager so that it may be processed with the Mayor and Council in a timely manner.

If you have any questions related to my findings or this determination, please contact me immediately.

Thank You,



Charles Anderson
City Manager

Cc: Robert Kracyla, Chief of Police
Personnel file

Exhibit A

Employee Handbook

Sec. 2-114.

Calculation of Pay

(A) Calculation of Working Hours

The City calculates pay in increments of a quarter of an hour. In order to receive a quarter of an hour's pay, an employee must work a minimum of ten minutes for any given quarter hour. **(Amended by Mayor and Council 2/25/03.)**

(B) Medical Leave Impact on Overtime Pay

An employee who has used medical leave four or more separate times whether it be accounted for as single days or three or more days including days off for workers' compensation leave will be ineligible to receive overtime pay or earn accumulated time (A/T) until they have fulfilled their normal work week of either 40 hours in a pay period or 80 hours in a pay period for patrol police officers. **(Effective: March 23, 2005. Amended by Mayor & Council 03/22/05)**

(C) Overtime Work and Standby

1. Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the straight hourly rate after performing forty (40) hours during any workweek. An exception is holiday overtime in which the completion of forty (40) hours during the workweek is necessary, but that pay is two and one-half (2-1/2) times regular pay.
2. Standby is from 5:00 p.m. Monday to 5:00 p.m. the following Monday for which an employee received twelve hours regular pay. Standby is not considered part of the regular forty (40) hour workweek. The Department Director is responsible for scheduling the necessary manpower. **(Amended by Mayor and Council 1/24/89.)**

(D) Compensation for Catastrophic and Extraordinary Events

A catastrophic and extraordinary event, for salaried employees, will be incidents where people work beyond a 16-hour day or 55 hour workweek. Elected officials and others will be included if placed on service in the field and worked. Any requests for compensation, which may be in the form of pay or comp time, will be done by recommendation from the City Manager to the Mayor and Council with supporting justification. Compensation will be made for salaried employees to receive one hour for one hour worked and for individuals hired such as elected officials or the public to receive the entry level pay for the job worked at one and one-half

Exhibit B

FOP Contract

Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

6.7 **On-Call Pay**

If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hour's pay at the employee's regular base rate of pay for each week the employee is on-call. If the Chief places an employee on-call for a period of less than an entire week, such an employee shall be paid at the employee's regular base rate of pay for such on-call time. If an employee is called in to work beyond the employee's scheduled work hours, the employee shall be paid in accordance with Article 6.8.

6.8 **Call-Out Pay**

If an employee is called in to work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 2 hours, or for the call-out time actually worked, whichever is greater.

6.9 **Working In A Higher Pay Grade**

An employee who, with the approval of the Chief, works for at least 20 consecutive work days in a higher pay grade (for example a corporal working as a sergeant) shall, for the duration of such a temporary assignment, be paid at the rate of pay for the higher pay grade.

6.10 **No Pyramiding of Premium Pay**

Overtime or premium pay shall not be pyramided, compounded or paid twice for

Exhibit C

General Orders Manual

2/560 PUBLIC INFORMATION OFFICER

2/560.05 ORGANIZATION

The Public Information Officer is responsible for:

- ◆ **Assisting in the development of programs designed to enhance the image of the Department**
- ◆ **Working with other Departmental components in the coordination and release of the press release information**
- ◆ **Maintaining liaison with the various news media; arranging and assisting at news conferences when necessary**
- ◆ **Assisting in the preparation of brochures, displays and special projects explaining and promoting the Department**
- ◆ **Responding to incident scenes to compile and disseminate information for the media**
- ◆ **Assisting during crisis situations or during the execution of unusual occurrence plans**
- ◆ **During non-working hours, the PIO will be on stand-by status and shall keep the Seaford Communications Center advised of his pager or contact telephone number.
(54.1.2)**

General Orders Manual

3/700 SERIES WAGES & COMPENSATION

3/701 EMPLOYEE COMPENSATION

Negotiated Labor Agreement Code of City Of Seaford

3/701.05 WAGES

Wages are paid in accordance with negotiated labor contract.

The following pay categories are paid to eligible employees in accordance with appropriate negotiated labor contracts:

- ◆ Acting Pay
- ◆ On-Call Pay
- ◆ Call-Out Pay

3/702 OVERTIME SWORN PERSONNEL

Federal Fair Labor Standards Act (FLSA) Negotiated Labor Contract

3/702.05 GENERAL

Compensation may be paid for authorized extensions of the workday. Officers through the rank of lieutenant are eligible for overtime pay.

3/702.10 EMERGENCY OVERTIME

Emergency overtime results from an unforeseen situation requiring immediate action, and shall be authorized at the supervisory level.

- ◆ Notify Shift Commander of the need and obtain his approval.

3/702.20 RATE OF COMPENSATION

Overtime pay is calculated at 1 ½ times the employee's hourly base pay for the actual time worked in 1/4 hour increments. (22.1.1)

3/703 OVERTIME COMPENSATION – CIVILIAN EMPLOYEES

Federal Fair Labor Standards Act (FLSA) Code of the City of Seaford

3/703.05 RATE AND TYPE OF COMPENSATION

Overtime pay is calculated at 1 ½ times the employee's hourly base pay for the actual time worked.

To ensure adequate civil protection, officers should require the employer to provide worker's compensation and liability coverage.

3/741.40 CIVILIAN PART-TIME RESTRICTIONS

These restrictions apply to civilian part-time employment unless exempted by the Chief of Police. Requests for exemptions must be made in writing, via chain of command to the Chief of Police. Civilians will not:

- ◆ Participate in secondary employment while on sick leave or light duty (22.3.3)
- ◆ Represent themselves as sworn employees
- ◆ Wear Seaford Police Department uniforms in the performance of any part-time employment
- ◆ Work in any form of employment or within any establishment that is prohibited to sworn personnel
- ◆ Work security, police or protection related jobs

3/742 CALL-BACK TO DUTY

3/742.05 GENERAL

Status where an off-duty employee is ordered to return to work and perform duties on behalf of the Department.

3/742.10 CALL-BACK STATUS

All department components will publish a call-back roster containing telephone numbers where employees may be reached. OICs will maintain current rosters and ensure copies are provided to the Communications Center.) (42.1.1)

3/743 STAND-BY DUTY

3/743.05 GENERAL

Status where an off-duty employee is required to be available to return to work and perform duties within one hour of recall.

General Orders Manual

Stand-by status facilitates the rapid mobilization to duty of employees who possess special skills to deal with unusual occurrences.

Only authorized employees may receive stand-by pay. Any authorization for stand-by status must be approved by the Chief of Police. Schedules will be maintained that identify:

- ◆ Employee's name, rank (if an officer), and ID number
- ◆ Telephone numbers that enable immediate contact with an employee on stand-by status

3/743.10 REQUIREMENTS OF STAND-BY STATUS

Employees on stand-by status shall:

- ◆ Be able to respond to the work site properly attired and in possession of the equipment necessary to perform their duties
- ◆ Not consume alcoholic beverages, or medication which would prevent the execution of their duties in the event a response is mandated
- ◆ Not engage in any activity which would hinder their ability to provide a routine response to the work site within one hour after being notified
- ◆ Provide the Communications Center with a current method of contact when away from the published contact telephone number.

3/744 TEMPORARY DUTY ASSIGNMENTS (TDY)

3/744.05 GENERAL

Employees may be transferred TDY throughout the Department with concurrence of the Chief of Police to:

- ◆ Accommodate employee's temporary disability
- ◆ Allocate proper manpower to achieve stated objectives
- ◆ Enhance the teamwork concept between uniformed officers and investigators
- ◆ Foster career development
- ◆ Further affirmative action goals

Exhibit D

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

04/23/18

On 04/22/18 The City of Seaford Police Department received a complaint of a stolen motor vehicle that was taken from the 700 block of Clarence street. A B.O.L.O. was put out in regards to the vehicle and Seaford Police officers observed the vehicle traveling on Bridgeville Highway where they conducted a traffic stop. Four suspects were taken into custody and arrested.

1. Geri Rementer, 45 yoa Female, Seaford Delaware
Theft of a Motor Vehicle
Committed to SCI in Lieu of Bond
2. Iliana Santiago, 34 yoa Female, Seaford Delaware
Theft of a Motor Vehicle
Committed to SCI in Lieu of Bond
3. Guy Stanley, 59 yoa Male, Dover Delaware
Possession of Controlled Substance -Crack Cocaine
Possession of Drug Paraphernalia
Wanted on 8 outstanding Court Capias's
Committed to SCI in Lieu of Bond
4. Glenn Drummond, 41 yoa Male , Milford Delaware
Wanted on 2 outstanding Court Capias's
Released on Bond

Lt. Glenn Van Fleet Seaford Police Department 302-629-6644 x 225

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

4/27/17

Date & Time: 04/26/17 6:30 PM

Crime: Possession controlled substance, Heroin– Tier 1 quantity
Possession of Marijuana for personal use
Resisting Arrest
Tampering with physical evidence
Possession of Drug Paraphernalia
Possession of a prescription drug without a prescription
Receiving a Stolen Firearm
Possession of a Firearm by a previously convicted Felon
Possession of a Firearm during the commission of a Felony
Driving Suspended or Revoked

Defendant #1 Tojah D. Bacon 25 YOA, Seaford Address
Defendant #2 Darren J. Bacon 42 YOA, Seaford Address

On 4/26/17 at approximately 6:30 PM, City of Seaford Police Officers conducted a traffic stop in the parking lot of Motel 6 and Defendant #1 fled from the vehicle he was operating. A foot chase ensued and defendant #1 threw a quantity of heroin into Williams Pond and then jumped into the Pond himself in an attempt to elude officers. Officers apprehended the suspect and recovered the package of heroin that was floating on the water.

Officers obtained a search warrant for the Defendants residence and executed the warrant apprehending Defendant #2 during the search. Officers recovered a loaded .45 caliber semi-auto pistol from the residence that was reported stolen. Officers recovered a total of approximately 200 bags of heroin, .8 grams of marijuana, 2 oxycodone pills, various drug paraphernalia including drug scales. Both Defendants were committed to SCI in lieu of bond pending preliminary hearings.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

**Seaford Police Department Press Release
06-16-17**

**Date: 06-15-17
Location: Front St./Market St. Area, Seaford, DE.**

In a continuing response to citizen and area resident's complaints, on 06-15-17 the Seaford Police Criminal Investigations Division along with members of the Georgetown, Laurel and Ocean View Police Departments conducted a joint undercover operation into prostitution in the Front Street area of Seaford, DE. This operation was conducted utilizing both undercover male and female officers. The Seaford Police Department will continue enforcement efforts into this type of illegal activity. The following individuals were arrested during the operation.

**Stephanie M. Brittingham 43 years of age, Seaford Delaware
Prostitution
Loitering to engage in Prostitution
Released on \$300.00 unsecured bond**

**Holly Hoopes-Marine 28 years of age, Seaford Delaware
Prostitution
loitering to engage in Prostitution
6 Counts of possession of drug paraphernalia
Released on \$1,100.00 unsecured bond**

**Calvin Sheppard 66 years of age, Bridgeville Delaware
Patronizing a Prostitute
Released on \$100.00 unsecured bond**

**Herbert Bines 49 years of age, Seaford Delaware
Patronizing a Prostitute
Released on \$100.00 unsecured bond**

**Wilberto Alejandro 31 years of age, Seaford Delaware
Patronizing a Prostitute
Released on \$250.00 unsecured bond**

**Brianna Himmel 25 years of age, Georgetown Delaware
Criminal Impersonation
Possession of Drug Paraphernalia
Criminal Trespass 3rd
Released on Criminal Summons**

**Lt. Glenn Van Fleet
Public Information Officer
302-629-6644 x 225**

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

01/18/18

Date & Time: 01/16/18 10:14 PM

Defendant: William Witherspoon, 38 YOA, Seaford Delaware

Charges:

Receiving Stolen Property valued over \$1500 (felony)

Malicious mischief by a motor vehicle

Leaving the scene of a property damage accident, Fail to provide information at an accident

Failure to have required insurance, Failure to have registration card

Driving while suspended or revoked, Failure to stop at a stop sign

Failure to drive at appropriate speed, Theft of a motor vehicle (felony)

Vehicular assault in the second degree, Possession of a deadly weapon during the commission of a felony (vehicle)

On 1/9/18 Seaford Police Department investigated a hit and run accident in which a vehicle parked in a drive way was struck. The suspect vehicle was later located and found to be stolen out of North Carolina. Investigation revealed that William Witherspoon was a suspect and a warrant was obtained for his arrest. On 1/16/18 Seaford Police Department took a report of a theft of a motor vehicle. During the theft of this vehicle the victim attempted to confront the suspect as he was driving away in her car at which time the victims foot was run over causing injury to her. Based on the victim's description of the suspect and other investigative actions, The Defendant was developed the Defendant as a suspect in this theft. On 1/17/18 this stolen vehicle was recovered by the Georgetown Police Department with William Witherspoon operating the vehicle. William Witherspoon was turned over to Seaford Police Department and arrested for the hit and run accident that occurred on January 9th. He was also additionally charged for the motor vehicle theft that occurred on January 16th.

The Defendant was committed to the Department of Corrections in lieu of \$8004.00 secured bail pending a preliminary hearing at a later date.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

3/20/17

Date & Time: 03/17/17 10:14 PM

Crimes: Possession controlled substance – Tier 3 quantity, Heroin
Possession with intent to deliver a controlled substance
Possession of Marijuana
Possession of Drug Paraphernalia
Possession of Crack Cocaine
Possession of Prescription pills- Oxycodone
Possession of a stolen Gun
Possession of a deadly weapon during commission of a felony

Defendants: Marc Muse, 30 YOA, Seaford De.
Gerald Scott, 24 YOA, Seaford De.
Patrick Palmer, 48 YOA, Laurel De.

On 3/17/17 at approximately 10:14 PM, City of Seaford Police Officers along with officers contacted the Defendants during a traffic stop. Officers observed smelled the strong odor of marijuana emitting from the vehicle and conducted an investigation. During the investigation officers recovered 56.5 grams of marijuana, 24 grams of crack cocaine, 606 bags of heroin, 2 ½ oxycodone pills, two loaded handguns (Two of the suspects were armed), one of which was reported stolen and \$4,864.33 All three suspects were committed to SCI in lieu of bond pending preliminary hearing.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

12/18/17

Date & Time: 12/15/17

08:46 PM

Officers of the Seaford Police Department responded to M & T Bank at 509 West Stein Highway in reference to an attempted Armed Robbery complaint. Officers contacted the victim who while attempting to withdraw money from the ATM was approached by two suspects with handguns demanding his cash. When the victim refused to comply with their demands the suspects fled the scene. The victim described the suspects as "high school age" of early twenties wearing beanie caps and bandanas over their faces. Officers searched for the suspects but were unable to locate them. The case has been turned over to the Departments Criminal Investigation Unit.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

3/21/18

Date & Time: 3/20/18 11:23 AM

Crime: Subsequent offense Possession controlled substance, Heroin– Tier 2 quantity
Possession of Marijuana other than personal use
Possession of a firearm during the commission of a felony
Possession with intent to deliver heroin
Possession of a firearm or ammunition by a person prohibited (11 Counts)
Receiving a stolen firearm
Resisting Arrest
Possession of Drug Paraphernalia
Possession of a firearm with an obliterated serial number
Carry a concealed deadly weapon

Defendant: Davion Lewis, 18 YOA, Seaford Address

On 3/20/18 at approximately 11:23 AM, City of Seaford Police Officers were searching the area of Chandler Heights for a wanted suspect and observed the Defendant in the area. As officers approached the defendant fled from the officers. Officers chased the Defendant and took him into custody. A search of the Defendant revealed that he possessed a loaded 9mm pistol that was reported stolen and had an obliterated serial number, 428 bags of heroin, and a bag of marijuana. A computer check revealed that the defendant had 5 outstanding warrants for his arrest. The Defendant was arraigned and committed to SCCI in lieu of bond pending preliminary hearing.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

08/10/17

Date & Time: 08/09/17

07:00 AM

Officers of the Seaford Police Department responded to Wal-Mart reference a shoplifting complaint. Officers conducting the investigation apprehended the defendant listed. The Defendant was brought to the Police Department where an Administrative Lieutenant observed that the shorts and shoes that the defendant was wearing matched the description of the armed robbery suspect at the Jumbo China Restaurant. Further investigation and interview by the Criminal Division Detectives revealed that this was the armed Robbery suspect and the he admitted that he had committed the Robbery.

Defendant: Brandon Nichols, 24 YOA, Homeless

Charges:

Robbery 1st

Possession of a deadly weapon during commission of a felony

Aggravated Menacing

Wearing a disguise during a felony

Shoplifting

The defendant was arraigned at JP Court and committed to SCCI in Lieu of bond pending preliminary hearing.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

06/07/17

Date & Time: 06/06/17 3:22 PM

Location: City of Seaford Boat Ramp

Incident: Accidental Drowning

Victim: 14 YOA Resident from 700 Block Findlay Way, Seaford

On 06/06/17 Seaford Police Officers responded to report of Accidental Drowning. The Victim and other juveniles were fishing at the boat ramp and for an unknown reason the victim jumped off the dock into the water and subsequently drowned. Seaford Fire Company divers responded to the scene and recovered the victim.

**Lt. Glenn Van Fleet
Public Information Officer
302-629-9341**

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

06/07/17

Date & Time: 06/06/17 3:22 PM

Location: City of Seaford Boat Ramp

Incident: Accidental Drowning

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**Lt. Glenn Van Fleet
Public Information Officer
302-629-9341**

City of Seaford



(302) 629-6644
EMERGENCY 911
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PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

8/04/17

Date & Time: 8/03/17

9:32 PM

The Seaford Police Department is investigating a shooting that occurred at Chandler Heights apartment complex. Officers responded Nanticoke to Memorial Hospital for a Victim of a gunshot wound to the leg. The 23 year old victim was treated and released from the hospital and the investigation is continuing.

Suspect: Unknown

The Seaford Police Department is requesting anyone with information about the incident, contact the Criminal Investigation Division at 302-629-6648. The Seaford Police Department in conjunction with Delaware Crime Stoppers (800-TIP-3333) is offering a reward for information leading the arrest and conviction of anyone involved in this incident.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

06/07/17

Date & Time: 06/06/17 3:22 PM

Location: City of Seaford Boat Ramp

Incident: Accidental Drowning

Victim: 14 YOA Resident from 700 Block Findlay Way, Seaford

On 06/06/17 Seaford Police Officers responded to report of Accidental Drowning. The Victim and other juveniles were fishing at the boat ramp and for an unknown reason the victim jumped off the dock into the water and subsequently drowned.

**Lt. Glenn Van Fleet
Public Information Officer
302-629-9341**

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

5/01/17

Date & Time: 04/27/18 5:15 PM

On Friday 4/27/18 The Seaford Police Department Criminal Investigations Division along with the Seaford Police Department Patrol Division conducted an investigation into the delivery of heroin that would be taking place in the parking lot of a local restaurant located in Seaford. As a result of the investigation two individuals were taken into custody. A total of 247 bags of heroin were recovered along with \$740.00 in suspected illegal drug proceeds and 12.8 grams of Marijuana.

Defendant #1

Patra Daniels 23 YOA, Seaford Delaware
Possession of Marijuana
Released on a criminal summons

Defendant #2

Jaun'ye Paul 21YOA, Laurel Delaware
Possession of a Controlled Substance in a Tier 1 Quantity
Subsequent Possession of a Controlled Substance
Possession of Drug Paraphernalia
Committed to the Department of Corrections in lieu of \$11,200.00 secured bail

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

6/30/17

Date & Time: 06/29/17 11:09 AM

Crime: Possession controlled substance, Heroin– Tier 1 quantity
Possession of Marijuana
Possession of Drug Paraphernalia 3 counts
Possession of ammunition by a person prohibited
Resisting Arrest

Defendant #1 Howard Wise 50 YOA, Seaford Address

On 6/29/17 Officers were called to assist Probation and Parole who was attempting to apprehend a suspect for probation violations and Superior Court Warrants. Officers responded to the 700 block of Chandler Street and discovered that the suspect had hid himself in the attic in order to prevent his apprehension. After about an hour the suspect decided to give up and was taken into custody. Officers observed drugs, Paraphernalia and ammunition in plain view within the suspects residence. The suspect was committed to SCI in lieu of \$4500.00 cash bail.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

City of Seaford



(302) 629-6644
EMERGENCY 911
FAX (302) 629-0672

PRESS RELEASE

300 VIRGINIA AVENUE
SEAFORD, DE 19973

06/28/17

Date & Time: 06/28/17 0034 AM
Location: Route 13 Alternate and Virginia Avenue
Victim: 18 year old male, Seaford, DE address
Charges: Pending Investigation
Suspect#1: Unknown Suspect in a Black Lincoln Navigator

On 06/28/17 at approximately 0034 AM Seaford Police Officers responded to the area of Route 13 Alternate and Virginia Avenue for a complaint of a subject being shot. Upon arrival, it was determined that the 18 year old victim was shot one time in the chest by an unknown suspect in a black Lincoln Navigator. The victim was transported in a private vehicle to Nanticoke Hospital where he admitted to the hospital and is undergoing treatment for his wounds.

The Seaford Police Department is asking anyone with information about this crime to contact them at 302-629-6644 or Delaware Crime Stoppers at 1-800-TIP-3333 or online at www.tipsubmit.com. Delaware Crime Stoppers is offering a reward for information leading to the arrest and conviction of person or persons involved.

Lieutenant Glenn Van Fleet
Public Information Officer
302-629-9341

NB#6
1-22-19
OB#1
2-12-19

ORDINANCE #2019-01

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 16, of the Municipal Code of Seaford, Delaware relating to "Rental to Home Ownership Incentive", in the manner following, to wit:

Chapter 16, of the Municipal Code of Seaford, Delaware is hereby amended by amending §16.4.2 & §16.4.3, to read as shown on the following pages.

01/22/2019	Date of First Reading
??/??/2019	Date of Second Reading & Adoption
??/??/2019	Date of Advertisement
??/??/2019	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

ARTICLE 4 – RENTAL TO HOME OWNERSHIP INCENTIVE

[Amended on 09/12/2017 by Ordinance #2017-05]

§16.4.1 Purpose.

In an effort to aid in home ownership within the City of Seaford and the conversion of residential rental properties to owner occupied housing, an incentive, as described below, may be provided to qualifying properties.

§16.4.2 Qualifying Properties.

A qualifying property is one that:

- A. Involves an existing building used as a single-family residence within the Seaford City limits;
- B. The residence was used exclusively as a rental property for a minimum of ~~five~~ three years immediately prior to conversion to an owner-occupied property;
- C. The new owner must occupy the property within one year of the date of purchase;
- D. Has been recommended by the Economic Development Committee and approved by the Seaford City Council;
- E. Organizations with non-profit status do not qualify for the provisions of this ordinance;
- F. The property owner must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.

§16.4.3 Amount of Incentive.

- G. For the Buyer: The City will abate the City property tax charge for a qualifying property for five years after occupancy by the property owner. The City will graduate the City property tax charge for a five-year period i.e. (year 1= No Property Tax Charge; Year 2 = 20% of the tax assessment) until year six; when the property will be charged the full property tax assessment in effect at such time. The tax incentive is non-transferable.
- H. For the Seller: The City will provide an incentive equal to five times the full property tax ~~assessment-charge~~ in effect at the time of transfer to a qualifying property owner. The City will disburse the Seller incentive once the qualifying buyer occupies the property.

§16.4.4 Requirements.

- I. In order to be considered for incentive benefits, the owner(s) of the property must:
 - 1. Submit an Incentive Application;

- J. An agreement outlining the terms and uses of the incentive must be formed between the property owner(s), the seller and the City of Seaford before funds are distributed to the seller or property taxes are reduced for the buyer.

§16.4.4 through §16.4.99 RESERVED