

**REVISED 12/3/19**

**AGENDA  
REGULAR MEETING OF THE MAYOR AND COUNCIL  
December 10, 2019  
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.
  - Approval of minutes of the regular meeting on November 26, 2019.

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

**7:05 PUBLIC HEARING:**

1. AUI Power, located at 213 Nesbitt Dr., Tax Map and Parcel # 531-10.00-236.18 is seeking a Preliminary Site Plan review for a proposed 29,900 sq. ft. building with associated parking.
2. Cedar Run Homes LLC, located at Porter St., Tax Map and Parcel # 531-13.06-47.00 & 47.02 is seeking a Preliminary Site Plan review for a proposed eight (8) unit apartment building.
3. Delaware Property Ventures LLC, located at Park Ave., Tax Map and Parcel # 531-10.00-236.10 is seeking a Preliminary Site Plan Review for the proposed development of five (5) warehouse buildings with associated parking.
4. Sussex Montessori School, property located at 24960 Dairy Lane, Tax Map and Parcel # 5-31-12.00-40.00 are requesting a Final Site Plan review for a proposed Montessori School to be located on the property.

**CORRESPONDENCE:**

- 1.

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**NEW BUSINESS:**

1. Present for approval an agreement with the Seaford Community Swim Center for the management and operation terms for the City pool located at 1035 W. Locust Street Seaford.
2. Bids - Security Cameras and Server Installation.
3. Present for approval a recommendation from the Economic Development Committee regarding the Request for Proposals (RFP's) for City Property Disposal and Neighborhood Revitalization solicitation responses.
4. Present for approval a recommendation from the Economic Development Committee regarding a request for fee waivers for the Belle Ayre multifamily development.
5. Bill Bennett, Director of Electric to present a request to purchase new meters for Ross Substation as an unbudgeted expenditure.
6. Present for approval a request from Chief of Police Marshall Craft to submit applications for grant funding from BJAG grants (Edward Byrne Memorial Justice Assistance Grant) for non-budgeted expenditures for the purpose of a Children's Bicycle Safety Program and related Target Enforcement and to purchase a Logo Canopy Tent & Table Cover and Fleece Clothing/Jackets for police officers:

2017 BJAG Law Enforcement grant; \$8,400

Due: 12/31/2019

Expires: 09/30/2020

2018 BJAG Law Enforcement grant, \$8,550

Due: 01/31/2020

Expires: 09/30/2021

7. Present for approval a request from Chief of Police Marshall Craft to accept SLEAF grant #**19-066** for \$4,260 to fund an upgrade of four Taser X2 models to the X26P model due to end of service life and grant # **19-067** for \$7,980.42 to fund the upgrade of two in-car Motorola radios that are nearing end of service life. Both SLEAF requests were approved at the 12/3/19

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SLEAF Board meeting for a total amount of \$12,240.42 and are for non-budgeted expenditures.

**OLD BUSINESS:**

1. Present for approval a proposed revision to Section 14 of the Seaford Municipal Charter regarding competitively bidding Public Works (Utilities) projects.
2. Present for approval a proposed revision to Section 37 of the Seaford Municipal Charter to increase the City's borrowing limit.

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

1. Employee Christmas Party, December 14 at the Ross Station starting at 5:30 p.m.
2. The Leaf Machine is currently in operation until December 31st. In rain events help us to help you by clearing a catch basin or calling Public Works to have the catch basin cleaned at 302-629-8307 or after hours 302-629-4550.

**CITY OF SEAFORD**

Municipal Election - April 18, 2020

The City of Seaford Municipal Election will be held on Saturday, April 18, 2020 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) Mayor will be elected for a (2) year term  
Two (2) Council Members will be elected for a (3) year term.

**All candidates must have filed by 5:00 p.m., E.S.T., February 28, 2020. 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 28, 2020 will still appear on the official ballot for election.

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Anyone eighteen (18) years of age or older who is a bona fide resident and US Citizen to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 27, 2020.** 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 18, 2019) 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.

**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 - Councilman Matt MacCoy
5. Electric - Councilman William Mulvaney

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing negotiations.

**EXECUTIVE SESSION:**

1. Negotiations

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**AGENDA**

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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: 12/3/19

Posted by: TNT

NB#1  
12-10-19

**SEAFORD COMMUNITY SWIM CENTER AGREEMENT**

This AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2019, in the County of Sussex, State of Delaware, by and between the SEAFORD COMMUNITY SWIM CENTER (hereinafter "SCSC"), located at 1035 W. Locust Street, Seaford, Delaware 19973 and the CITY OF SEAFORD, DELAWARE (hereinafter "Seaford"), a Delaware municipality located in Sussex County formed pursuant to the laws of the State of Delaware, having a mailing address of PO Box 1100, 414 High Street, Seaford, Delaware 19973.

**WHEREAS**, Seaford is the owner of certain lands situated in the City of Seaford, State of Delaware, known as Seaford Community Swim Center (hereinafter "Pool");

**WHEREAS**, the Pool consists of a bath house, concession stand, office and two swimming pools; and

**WHEREAS**, Seaford desires to have a contract for the management of the above described Pool;

**WHEREAS**, SCSC desires to manage, operate and maintain the Pool and its facilities.

**NOW THEREFORE**, the parties agree as follows:

**Section 1: Premises**

Seaford hereby contracts with SCSC in accordance with the terms and conditions set forth herein by the management of these certain premises located in the City of Seaford, County of Sussex, State of Delaware, and further described as Seaford Community Swim Center, 1035 W. Locust Street, Seaford, Delaware 19973.

The term "premises" shall refer to the above described land and any improvements and structures thereon unless otherwise stated herein.

**Section 2: Term**

The term of this agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ and expire on \_\_\_\_\_. At the expiration of the term, this agreement shall be renewed automatically on a month-to-month basis and may be terminated by either party by giving not less than ninety (90) days' notice in writing to the other party.

**Section 3: Compensation**

**A. Compensation Terms**

Seaford will pay the electric & telephone bill, trash services, chemicals, equipment, building and grounds maintenance, continue to provide property and liability insurance coverage.

SCSC will receive all income earned through swim team membership fees, event fees, pool concession sales and membership fees up to \$50,000; gross income over \$50,001 will be split with Seaford on a 60% Seaford and 40% SCSC basis. SCSC will provide Seaford monthly membership, income and expense reports, in the months of April – September, to the City of Seaford Director of Finance. All revenue sharing payments shall be made to the City on or before November 1<sup>st</sup> of each calendar year along with a yearend report detailing revenues,

expenses and profit sharing for the year. **Monies raised by holding fund raising events held exclusively by SCSC shall be excluded from the above compensation sharing provisions. This shall include swim team concessions and banquet ticket sales.**

#### **B. Accounting and Inspection**

SCSC shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers in accordance with generally accepted accounting principles that properly and accurately reflect the amounts of revenues and expenses received or paid by or on behalf of SCSC in furtherance of this agreement. Seaford shall have the right at any time at a reasonable hour and upon reasonable notice to SCSC to inspect, review and verify such books, records, journals, accounts and ledgers for purposes of determining the parties' rights, obligations and duties under this agreement. In the event a dispute arises with regard to such books, records, journals, accounts and ledgers as they relate to the parties' duties and obligations under this agreement, the parties shall share equally the cost of obtaining an independent accountant to review the books, records, journals, accounts and ledgers and the said independent accountant's findings shall be binding on the parties. An independent accountant shall be someone who has no prior business affiliation with either party, but whom the parties mutually agreed upon. Should the parties not be able to agree, their respective accountants shall choose the independent accountant.

#### **Section 4: Maintenance of the Pool & Facilities**

##### **A. Facilities and Structures**

Seaford shall keep and maintain all structures and facilities of any kind located on the premises, including the bath house and concession stand, office building, pools, deck, diving boards, guard stands, fencing and other ancillary items.

##### **B. Repairs and Improvements**

In the event that it becomes necessary to perform any repairs to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford to perform such work at its expense. To the extent that repairs are required to the pool or facilities, SCSC shall promptly report any conditions concerning the premises that, in the opinion of SCSC, requires the attention of Seaford.

For purposes of this section of the agreement, a repair job to be paid by Seaford shall consist of normal wear and tear or obsolescence, any damage caused by an act of nature, damages not covered by insurance, or pre-approved repairs or improvements deemed necessary by Seaford that costs no more than \$5,000. In the event that SCSC can perform the labor required for the repairs, the calculation of the cost shall include both materials and labor; if pre-approved by Seaford.

If any repairs are covered by insurance, SCSC shall be entitled to the proceeds paid by the insurance carrier provided SCSC has done the repairs. If Seaford has the repairs done, then Seaford is entitled to the proceeds.

In the event that it becomes necessary to perform any improvements to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford and SCSC to perform such work at its joint expense.

#### C. Labor

SCSC shall be responsible for all labor, supplies and materials reasonably necessary to assure the proper condition of the pool and bath house located on the premises. SCSC shall employ, discharge and supervise all employees or contractors required for the efficient operation and maintenance of the premises, including the concession stand, bath house and pools. All personnel, except contractors and employees of independent contractors shall be employees of SCSC. SCSC shall pay the salaries and benefits of all such employees and, to the extent that it may be required to hire independent contractors, pay all charges for services rendered by independent contractors and employees of independent contractors.

#### **Section 5. Equipment and Leases**

SCSC shall be responsible for providing all equipment or leases necessary to carry out the terms of this agreement. In the event Seaford determines during the term of this lease that the pool is not economically feasible and decides that it will discontinue the pool or for any reason terminate this agreement, then and in such event, Seaford shall pay to SCSC the balance of lease payments on any equipment leased for purposes of this agreement less any salvage value paid to SCSC.

#### **Section 6. Labor Expenses**

Where required to provide labor pursuant to this agreement, SCSC shall be responsible for payment of all labor-related expenses, including, but not limited to, all insurances, taxes, unemployment compensation, gross receipt taxes and any other withholding that may be required by state, federal or local laws, regulations, rules, statues or otherwise. SCSC shall indemnify and hold harmless Seaford against any liability or losses due to SCSC's failure to pay any such expenses.

#### **Section 7. Utility Charges**

Where required pursuant to this agreement, to maintain or operate any aspect of the premises or any activity thereon, including, but not limited to, the pools, bath house and concession stand, Seaford shall be responsible for the payment of all utility charges. Seaford shall indemnify and hold harmless SCSC against any liability or losses due to Seaford's failure to pay any such expenses.

#### **Section 8. Food Concessions**

SCSC shall operate food and beverage services in the concession stand. SCSC shall supply all labor, materials and equipment reasonably necessary to assure the proper maintenance and operation of all food and beverage services within the premises. All expenses incurred for cost

of goods sold shall be the sole responsibility of SCSC. The term "cost of goods" shall be defined in accordance with generally accepted accounting principles.

### **Section 9. Revenues and Profits.**

Except for the compensation provided for in Section 3 and Section 8 of this agreement, SCSC shall not receive any revenues or profits for the operation of its activities as set forth in this agreement.

### **Section 10. Advertising and Promotion**

Any and all advertising, promotion or the like shall remain the exclusive responsibility of SCSC, its agents and assigns.

### **Section 11. Insurance, Taxes and Miscellaneous Expenses**

#### **a. Liability Insurance**

Seaford shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by Seaford on the property shall be extended at the expense of Seaford to insure and indemnify SCSC as well as Seaford by the appropriate endorsement of all policies evidencing such insurance as follows:

"Seaford Community Swim Center is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford Community Swim Center." Seaford shall indemnify and hold harmless SCSC for any losses or liabilities arising from the failure of Seaford to maintain the insurance required herein.

SCSC shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by SCSC on the property shall be extended at the expense of SCSC to insure and indemnify Seaford as well as SCSC by the appropriate endorsement of all policies evidencing such insurance as follows:

"Seaford is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford." SCSC shall indemnify and hold harmless Seaford for any losses or liabilities arising from the failure of SCSC to maintain the insurance required herein.

#### **b. Taxes**

Seaford as property owner is exempt from all real estate property taxes, Seaford would have no other tax responsibilities.

#### **c. Miscellaneous Expenses**

All professional fees, internet fees, cable and banking fees are the sole responsibility of SCSC related to their collection of revenues. Additionally, all concession expenses shall remain the sole and exclusive responsibility of SCSC.

#### **Section 12. Default and Termination**

In the event of default by either party, the defaulting party shall have thirty (30) days upon receiving written notice of such default from the non-defaulting party to cure it. If upon expiration of the thirty (30) days the default has not been cured, the non-defaulting party may, at its option, by further written notice to the defaulting party, declare this contract to be terminated, null and void. Upon termination of this contract for any reason, both parties shall be entitled to payment for all amounts earned and due pursuant to Section 3 and Section 8 of this agreement. In the event that any payment required under Section 3 and Section 8 of this agreement is not paid in full within thirty (30) days of its due date, either party may immediately suspend its obligations and duties under this agreement, while awaiting such default to be cured according to the terms stated herein.

#### **Section 13. Assignment**

SCSC may not assign or otherwise transfer its obligation under his agreement without prior written consent of Seaford. Any attempt to assign or otherwise transfer the obligations and duties under this agreement without such consent shall be null and void. Seaford may assign this agreement to any bona fide purchaser in which case all terms and conditions herein shall be binding on such purchaser.

#### **Section 14. Notice and Authority**

Any notice required to be given under this agreement shall be given to the parties in the following manner:

- a. Notice to Seaford shall be sent by certified mail to the City Manager, PO Box 1100 and 414 High Street, Seaford, Delaware 19973.
- b. Notices to SCSC shall be sent by certified mail to President, SCSC; PO Box 1100 and 414 High Street, Seaford, Delaware 19973.

#### **Section 15. Modification and Amendment**

This agreement may be modified or amended only upon the mutual agreement of the parties, in writing, and fully executed.

#### **Section 16. Final Agreement**

This contract constitutes the entire agreement of the parties with regard to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

#### **Section 17. Compliance with Laws and Regulations**

SCSC and Seaford shall comply with all applicable state, federal, local or municipal laws, regulations, rules, ordinances, statues or the like in carrying out its duties, obligations and operations under this agreement.

**Section 18. Licensing**

SCSC shall at all times during the term of this agreement maintain such licenses and permits as required for any of the various services to be performed by SCSC on behalf of Seaford.

**Section 19. Force Majeure**

In the event of damages by fire, casualty, vandalism, natural disaster, act of force majeure, condemnation or any other cause whatsoever so as to render the premises unfit for the purposes of this contract, this agreement shall automatically terminate.

**Section 20. Bankruptcy**

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either party, or if either party enters into a composition agreement with creditors, either party may terminate this agreement by giving thirty (30) days written notice to the other party.

**Section 21. Independent Contractor**

SCSC is an independent entity from Seaford and not an employee or owner for any purpose herein. Furthermore, nothing in this agreement shall be construed so as to limit the ability of SCSC to contract with other pools or properties for the provision of services to those set forth herein.

**Section 22. No Property Interest Created**

Nothing in this agreement shall be deemed to create or shall be construed as creating any property interest in or to the property for SCSC.

**Section 23. Attorney's Fees**

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and attorney's fees.

**Section 24. Effect of Partial Invalidity**

Should any section or any part of this agreement be rendered void, invalid, or unenforceable by any court of law or equity, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement. Rather, only the invalid portion of the agreement shall be deemed severed and all other terms shall be valid and binding on the parties.

**Section 25. Choice of Law**

This agreement has been made and entered into in the State of Delaware and the laws of such State shall govern the validity and interpretation of this agreement and performance due hereunder.

IN WITNESS WHEREOF, the parties have executed this Seaford Community Swim Center Agreement on the date and at the location first stated below.

ATTEST:

SEAFORD COMMUNITY SWIM CENTER

\_\_\_\_\_

Secretary

\_\_\_\_\_ (SEAL)

Eric S. Chambers, President

WITNESS:

CITY OF SEAFORD, DELAWARE

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

David Genshaw, Mayor

WITNESS:

CITY OF SEAFORD, DELAWARE

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Charles Anderson, City Manager



## Memorandum

To: Mayor & Council

From: Gary Andrews, IT Coordinator 

Date: December 6, 2019

RE: Security Camera Server & Installation Project

On Wednesday, December 4, 2019, bids were received for the Security Camera Server and Installation Project. Three bids were received.

After a complete review of all submissions, it is my recommendation to reject all of the proposed bids. While all of the bids came in under budget, none of the submitted bids submitted met our specifications outlined in the bid documents. Items such as incorrect sizing of processors, incorrect warranties, incorrect network interface cards and improper sizing of storage drives are some of the most crucial errors. Such errors would not allow us to carry out our project to the capacity necessary.

Upon Council's rejection of all bids, we will revise the bid documents with greater clarified details, remove the alternate storage option and reissue to bid documents for new proposals.

Should you require any additional information feel free to contact me.

Thank you.



## Memorandum

NB # 3  
12-10-19

To: Mayor & Council

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

Date: December 6, 2019

RE: RFP Recommendations for City Property Disposal and Neighborhood Revitalization

On Friday, December 6, 2019 the Economic Development Committee met to review submitted proposals to our October 30, 2019 re-issued Request for Proposals (RFP): City Property and Neighborhood Revitalization. Proposals were to be submitted and received by the City of Seaford on Friday, November 22, 2019 at 2 p.m.

The City originally solicited for proposals for the redevelopment of the property identified as Sussex County Tax Map #431-5.00 364.01 in July 2019, which were rejected by Council in August for not meeting the bid requirements. The property is approximately 15,000 +/- square feet in area and bounded by Third Street and Liberty Street. The intent of this RFP was to invite proposals for redevelopment which would result in the removal of the blighted conditions at the property and would maximize the neighborhood revitalization of this location for a greater community good.

Two proposals were submitted; one from Legacy Vesting and the other from ARS Design-Build. The committee reviewed both presentations thoroughly. Legacy Vesting's submission was most favored by the committee. Legacy Vesting proposes to partner with Teen Challenge to build a new facility to help with their transitional housing needs and build at least one single family dwelling on the property that borders Liberty Street. Their goal is to sell the Liberty Street Property, then use the proceeds to help build the transitional home for Teen Challenge. The proposed cost to build both homes is approximately \$300,000.00. Upon Completion they hope to increase the value of the neighboring homes and make the area more attractive to other potential investments. The ED committed favored this projected citing reasons such as, being an allowable use within the R-2 district, it serves to accomplish the revitalization of a blighted condition and carry's out an expansion of existing services being provided to the community by Teen Challenge. They are asking the City to transfer ownership of the property to them for their commitment to demolish and rebuild new dwellings at the location.

The Economic Development Committee's recommendation at this time is to award the RFP submitted by Legacy Vesting, LLC as outlined in their submission for the purpose of Property Disposal and Neighborhood Revitalization.



## Memorandum

To: Mayor & Council

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

Date: December 6, 2019

RE: Belle Ayre Group, LLC Request for Impact & Tap Fee Waiver

On Friday, December 6, 2019 the Economic Development Committee met to review a request from Belle Ayre Group, LLC for consideration of waiving all impact and tap fees for the remaining 77 lots in Belle Ayre development (SCTM# 531-10.00-506.00 thru 531-10.00-582.00).

The developer, Mr. Ronnie Moore was present representing request. The developer noted they have not found the market conditions favorable for them to finish the develop of this townhome community. They have a potential buyer who has interest in restarting the development and in order to make the project feasible and contingent to the sale, they are requesting the City waive all impact and tap fees.

The committee discussed several options and discussed the request at great length. Currently the water and sewer infrastructure and road base layer are in place and have been for several years. The committee felt they could justify relief on the water and sewer tap fees, as well as the street opening charge due to that work having previously been done several years ago. It was noted this consideration would provide the developer with a reduction of fees approximately in the amount \$205,975. The committee also felt this consideration needed to have a time line for completion established to ensure the project moves forward. Additionally, they also agreed this consideration would only be transferable one time, meaning from Belly Ayre Group, LLC to the next developer.

The Economic Development Committee's recommending in an effort to assist in the completion of this stagnant project from 2015 with existing infrastructure, to approve relief of the water and sewer tap fees, as well as the street opening charge in the amount of \$205,975 for this project, with the stipulations the project would receive certificated of occupancies for all 77 units within two years and the incentive would only be transferable once from the existing developer to a future developer.

NB#5  
12-10-19

**MEMORANDUM**

To: Mayor & City Council Members  
Charles Anderson, City Manager

Fr: Bill Bennett, Director of Electric *Bill Bennett*

**Re: New Metering for Ross Substation**

Dt: 12/5/19

The existing metering equipment in the Ross Substation is not capable of monitoring critical aspects of our distribution system. This metering equipment was installed in 1989 and was part of the initial station construction. We are requesting to upgrade the existing metering equipment to allow our technicians to monitor power factor on each circuit and for the substation load a whole. We have this capability at the Pine St substation.

The monitoring and control of power factor is critical as Delmarva Power can fine us if our power factor drops below 98.5%. We can monitor each circuit in the Pine St substation but not any power factor readings at the Ross substation. Our Technical Coordinator Blake Chaffinch, has spent many hours monitoring each circuit to keep them within range. Last year the City distribution system had two months that we dropped to just below the 98.5% target. Our crews can adjust the power factor by moving, adding or changing the size of capacitor banks on the circuits at strategic locations.

If this expenditure is approved, our engineer GMB, would review our drawings, be on site to help our employees with the installation of meters, wiring, verifying that the meters are programmed correctly and communicating properly with our SCADA system.

In the FY21 budget we will include \$10,000 for GMB to finish this project by updating our printed drawings, wiring diagrams for the substation and our CAD drawings.

Below is an itemized cost estimate for the project:

Meters	\$4,100
Switch	\$2,110
Adapters	\$156
Misc.	\$750
Engineering (GMB)	\$25,076
<b>Total</b>	<b>\$32,192</b>

This replacement was not included in the FY20 budget, therefor this is requested as an unbudgeted expenditure.

Should you have any additional questions please contact me.

Thank you.

OP # 1  
12-10-19  
CLEAR COPY

Amend Section 14 of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by a strike through as follows:

**Section 14.**

It shall be unlawful for the City Council to make or enter into any contract in excess of Five Hundred Dollars (\$500.00) for materials, supplies, work or labor for the benefit and use of the City of Seaford with any member of the City Council or the Mayor or with any partnership in which any member of the City Council or the Mayor is a general partner or with any corporation in which any member of the City Council or the Mayor is a director or controlling stockholder or with any firm or company which any member of the City Council or the Mayor is pecuniarily interested, provided that if all the elected members of the City /Council shall vote to enter into such contract, then the City may enter into such a contract. Any such contract executed without such unanimous vote shall be absolutely null and void.

All contracts for the purchase of materials or for the furnishing of services authorized or permitted by this Charter shall be accomplished by advertising and by competitive bidding in the awarding of contracts to the lowest responsible bidder; PROVIDED HOWEVER, that competitive bidding shall not be required under any of the following circumstances:

1. The aggregate amount involved is not more than Twenty-five Thousand Dollars (\$25,000) ;
2. For purchases related to Public Works (Utilities) projects, the aggregate amount involved is not more than Fifty Thousand Dollars (\$50,000). Projects with an estimated value between \$50,000 and \$99,000 do not require an Advertisement for Bid. In this case, the Department Director is required to solicit competitive, written proposals from a minimum of three contractors. These contractors are usually selected based on past performance and experience on projects of similar magnitude;
3. The purchase or contract is for personal or for professional services;
4. The purchase or contract is for any service rendered by a university, college, or any other educational institution;
5. The purchase or contract is for any service to be rendered by the State of Delaware or any political subdivision thereof;
6. The purchase or contract is for property or services for which it is impracticable to obtain competition.
7. The public exigency is as determined by city council will not permit the delay incident to advertising;
8. The purchase or contact is for property or services for which the City Council determines the price received after competitive bidding or unreasonable as to all parts of the requirements or were not independently reached in open competition;
9. A public emergency as determined by the City Manager exists. 62 Del. Laws, c. 290; 68 Del. Laws, c. 186;
10. Contracts in which the City Council directly contracts for the procurement of labor or material for public improvements for the benefit of a special development district or a tax increment financing district created or designated by the Council. The provision

includes a contract between the City Council and an owner of real property located in a special development district or tax increment financing district which provides for the transfer to the City Council from the owner of work performed by and the cost of labor or materials provided by the owner for the benefit of the district. 76 Del. Laws, c.44.

#### SYNOPSIS

The proposed revision creates a new exception to Section 14's general requirement of competitive bidding for the purchase of materials or for the furnishing of services. Under the new exception, competitive bidding is not required for any Utilities project of an aggregate amount of \$50,000 or less. For Utilities projects of an aggregate amount in the range of \$50,000 to \$99,999, the Department Director shall solicit competitive, written proposals from a minimum of three contractors. For Utilities projects of an aggregate amount of \$100,000 or greater, competitive bidding will be required.

OB #1  
12.10.14  
REP LINE

Amend Section 14 of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by a strike through as follows:

**Section 14.**

It shall be unlawful for the City Council to make or enter into any contract in excess of Five Hundred Dollars (\$500.00) for materials, supplies, work or labor for the benefit and use of the City of Seaford with any member of the City Council or the Mayor or with any partnership in which any member of the City Council or the Mayor is a general partner or with any corporation in which any member of the City Council or the Mayor is a director or controlling stockholder or with any firm or company which any member of the City Council or the Mayor is pecuniarily interested, provided that if all the elected members of the City /Council shall vote to enter into such contract, then the City may enter into such a contract. Any such contract executed without such unanimous vote shall be absolutely null and void.

All contracts for the purchase of materials or for the furnishing of services authorized or permitted by this Charter shall be accomplished by advertising and by competitive bidding in the awarding of contracts to the lowest responsible bidder; PROVIDED HOWEVER, that competitive bidding shall not be required under any of the following circumstances:

1. The aggregate amount involved is not more than Twenty-five Thousand Dollars (\$25,000) ~~76 Del. Laws, c. 44;~~
- ~~1-2.~~ For purchases related to Public Works (Utilities) projects, the aggregate amount involved is not more than Fifty Thousand Dollars (\$50,000). Projects with an estimated value between \$50,000 and \$99,000 do not require an Advertisement for Bid. In this case, the Department Director is required to solicit competitive, written proposals from a minimum of three contractors. These contractors are usually selected based on past performance and experience on projects of similar magnitude;
- ~~2-3.~~ The purchase or contract is for personal or for professional services;
- ~~3-4.~~ The purchase or contract is for any service rendered by a university, college, or any other educational institution;
- ~~4-5.~~ The purchase or contract is for any service to be rendered by the State of Delaware or any political subdivision thereof;
- ~~5-6.~~ The purchase or contract is for property or services for which it is impracticable to obtain competition.
- ~~6-7.~~ The public exigency is as determined by city council will not permit the delay incident to advertising;
- ~~7-8.~~ The purchase or contact is for property or services for which the City Council determines the price received after competitive bidding or unreasonable as to all parts of the requirements or were not independently reached in open competition;
- ~~8-9.~~ A public emergency as determined by the City Manager exists. 62 Del. Laws, c. 290; 68 Del. Laws, c. 186;
- ~~9-10.~~ Contracts in which the City Council directly contracts for the procurement of labor or material for public improvements for the benefit of a special development district or a tax increment financing district created or designated by the Council. The provision

includes a contract between the City Council and an owner of real property located in a special development district or tax increment financing district which provides for the transfer to the City Council from the owner of work performed by and the cost of labor or materials provided by the owner for the benefit of the district. 76 Del. Laws, c.44.

#### SYNOPSIS

The proposed revision creates a new exception to Section 14's general requirement of competitive bidding for the purchase of materials or for the furnishing of services. Under the new exception, competitive bidding is not required for any Utilities project of an aggregate amount of \$50,000 or less. For Utilities projects of an aggregate amount in the range of \$50,000 to \$99,999, the Department Director shall solicit competitive, written proposals from a minimum of three contractors. For Utilities projects of an aggregate amount of \$100,000 or greater, competitive bidding will be required.

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OB# 2  
12-10-19  
CLEAN COPY

Amend Section 37 of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by a strike through as follows:

**Section 37.**

The City Council of the City of Seaford shall have full power and authority to anticipate revenue by borrowing upon the faith and credit of the City of Seaford the sums or sums of, not exceeding Three Million Dollars (\$3,000,000) in any one fiscal year, when, in the opinion of the majority of the said City Council, the needs of the City of Seaford demand it. The City Council may secure such sum or sums of money so borrowed by promissory notes of the City executed by the Mayor and attested by the Secretary of City Council, either with or without the corporate seal of the City of Seaford affixed as is requested by the Bank or persons advancing the money on said notes, and no officer or Councilman shall be personally liable for the payment of such note because it is signed by them as officers or Councilmen of the City of Seaford, and is authorized by the Resolution of the City Council; provided, however, that any sum of money borrowed on the faith and credit of the City of Seaford, as aforesaid, in any fiscal year, shall be paid out of the general funds of the City at the minimum rate of ten per centum (10%) per fiscal year, shall be paid out of the general funds of the City at the minimum rate of ten per centum (10%) per fiscal year and shall be completely paid at the end of ten (10) fiscal years following the first fiscal year which said money was borrowed with the interest thereon, and no part of the principal or nor the interest on any borrowing authorized by this Section shall be taxable by the State of Delaware nor any political subdivision thereof. 58 Del. Laws, c. 387; 60 Del. Laws, c. 516; 64 Del. Laws, c. 4; 76 Del. Laws, c. 44.

SYNOPSIS

The proposed revision increases the City's borrowing limit from \$2 million to \$3 million.

OB# 2  
12-10-19  
RED LINE

Amend Section 37 of the Charter of the City of Seaford by making the insertions as shown by underlining and deletions as shown by a strike through as follows:

**Section 37.**

The City Council of the City of Seaford shall have full power and authority to anticipate revenue by borrowing upon the faith and credit of the City of Seaford the sums or sums of, not exceeding ~~Two Million Dollars (\$2,000,000)~~ Three Million Dollars (\$3,000,000) in any one fiscal year, when, in the opinion of the majority of the said City Council, the needs of the City of Seaford demand it. The City Council may secure such sum or sums of money so borrowed by promissory notes of the City executed by the Mayor and attested by the Secretary of City Council, either with or without the corporate seal of the City of Seaford affixed as is requested by the Bank or persons advancing the money on said notes, and no officer or Councilman shall be personally liable for the payment of such note because it is signed by them as officers or Councilmen of the City of Seaford, and is authorized by the Resolution of the City Council; provided, however, that any sum of money borrowed on the faith and credit of the City of Seaford, as aforesaid, in any fiscal year, shall be paid out of the general funds of the City at the minimum rate of ten per centum (10%) per fiscal year, shall be paid out of the general funds of the City at the minimum rate of ten per centum (10%) per fiscal year and shall be completely paid at the end of ten (10) fiscal years following the first fiscal year which said money was borrowed with the interest thereon, and no part of the principal or nor the interest on any borrowing authorized by this Section shall be taxable by the State of Delaware nor any political subdivision thereof. 58 Del. Laws, c. 387; 60 Del. Laws, c. 516; 64 Del. Laws, c. 4; 76 Del. Laws, c. 44.

SYNOPSIS

The proposed revision increases the City's borrowing limit from \$2 million to \$3 million.