

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
January 14, 2020
CITY HALL
414 High Street

6:00 P.M. - City Council to witness the mobile side by side fire-suppression sprinkler demonstration unit.

7:00 P.M. - Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
- Pledge of Allegiance to the Flag of the United States of America.
- Changes to agenda for this meeting.
- Approval of minutes of the regular meeting on December 10, 2019.

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

Mayor David Genshaw to announce the winners of the 2019 Holiday Decorating contest.

Chief of Police Marshall Craft Jr., to present Senior Corporal Frankie Bradley (promotion effective January 3rd, 2020).

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Present for approval a revision to the Schedule of Fees and Rates to include a residential fire sprinkler incentive.
2. Bids - Security Cameras and Server Installation.
3. Mayor David Genshaw to recommend the appointment of Mr. Larry Mathis to the Antique Fire Truck Restoration Committee.
4. Councilman Matthew MacCoy to present background, mission and goals of the Western Sussex Revitalization Corporation.
5. Director of Electric, Bill Bennett to present an update of the Christmas light replacement project to include donations made to date and proposed replacement schedule.
6. Trisha Newcomer, Director of Economic Development and Community Relations to provide an update regarding the "Shop Downtown Raffle" and announce the award winner.

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7. Present for approval a proposal to expand the lounge facility at Hooper's Landing Golf Course.
8. Berley Mears, Director of Public Works to present a proposal for repairs to the Arbutus well pump.
9. Marshall Craft Jr., Chief of Police to present for approval a draft (5) five-year contract for all non-certified applicants for the police department as part of their conditional hire.
10. First reading of revisions to ARTICLE 4 - RENTAL TO HOME OWNERSHIP INCENTIVE; Section 6.4.2, Qualifying Properties, of the Municipal Code to create an administrative process for incentive approval and eliminate the need for Economic Development Committee review and recommendation to City Council.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Martin Luther King Day of Celebration, January 20, 2020 starting at 9:00 a.m. at Seaford Boys & Girls Club.

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.

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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.

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.

CANDIDATES FILED AS OF January 6, 2020:

Mayor David Genshaw has filed for re-election as Mayor

Councilman Dan Henderson has filed for re-election to 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 - Councilman Matt MacCoy
5. Electric - Councilman William Mulvaney

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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: 1/7/2020

Posted by: TNT

NBA 1
1-14-20



CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended ~~August 27~~ November 26, 2019
Effective January 1, 2020

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

PROPERTY TAX RATE

Assessment is based on 2019 market values. The City of Seaford's taxes are assessed at 100% of appraised value and taxed at \$0.34 per \$100 of assessed value.

PROPERTY TAX RE-ASSESSMENT FEE:

As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests; Property Improvements, Subdivisions, Re-zonings and/or Annexations.

LODGING TAX

Three percent (3%) of the rent upon every occupancy of a room or rooms in a hotel, motel or tourist home within the boundaries of the City of Seaford. Such tax shall be in addition to the lodging tax imposed by the State pursuant to 30 Del. C. § 6102.

ELECTRIC UTILITY RATES

RESIDENTIAL CUSTOMERS

Customer Charge \$10.00 Per Month *Minimum Bill \$15.00
First 31.25 KWH \$0.160000
Next 718.75 KWH \$0.145572
Remaining KWH \$0.128631

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge \$12.00 Per Month *Minimum Bill \$15.00
First 17.65 KWH \$0.170000
Next 732.35 KWH \$0.157000
Remaining KWH \$0.153438

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge \$50.00 Per Month
First 166.67 KWH \$0.150000
Remaining KWH \$0.104825
Minimum Bill \$75.00
Demand Charge (All KW \$11.34)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge \$65.00 Per Month
First 2,574.72 KWH \$0.125000
Remaining KWH \$0.099645
Minimum Bill \$386.84
Demand Charge (All KW \$10.66)

LARGE GENERAL SERVICE Energy (greater than 300 KW five or more times in 12 months)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.105000 Next 220,000 KWH \$0.086620
Remaining KWH \$0.084770

Demand Charge (All KW \$10.1327)
Demand Ratchet 70% of Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.102500 Next 220,000 KWH \$0.085318
Remaining KWH \$0.082596
Demand Charge (All KW \$10.1327)
Demand Ratchet 70% of Previous 12 Month Maximum

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge
New Residential	No Charge
New Non-Residential	No Charge
Delinquent Charges	\$40
Residential AMI Reconnect Charges (prior to 4:00 pm Monday - Friday)	\$25
Residential AMI Reconnect Charges (after 4:00 pm Mon. - Fri., Weekends & Holidays)	\$100
Additional Deposit	\$25
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200
Commercial - The greater of an average for 12 month's bills multiplied by 2.5 or \$200 (A surety bond may be substituted at the City's option)	

STANDARD POWER FACTOR

98.5% Lagging
Charge per 1.0% under 98.5% per KW demand \$0.05

NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant - Refer to section 1.1 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2018 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs \$0.000178 / Kwh

PURCHASED POWER COST ADJUSTMENT CLAUSE

-\$0.01380 / Kwh (Effective 04/1/2019)

ENERGY SUPPLY COST

\$0.06942/ Kwh

SECURITY LIGHTS

\$6.31 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

RETURN PAYMENT FEE
\$40

AUTOMATIC METER INFRASTRUCTURE (AMI) OPT-OUT FEES:

One-time manual meter set-up fee	\$40.00
Manual meter reading	\$25.00/month
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)	\$100

LATE PAYMENT CHARGE
1.5% per month on outstanding balance

BASE FIGURE FOR ESCROW CALCULATIONS
\$0.088223/Kwh

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 9,000 gallons per month, (300 g.p.d.), with a minimum billing of 1 EDU per month, \$22.61 for water* and \$44.99 for sewer.

*Water rate adjustment for large users: The first 667,000 gallons are billed at the rate of \$22.61 per 9,000 gallons/month; from 667,001-1,333,333 at \$11.30 per 9,000 gallons/month; with the remaining usage at \$9.39 per 9,000 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, are charged an annual fee equal to 1/3 of the city property tax rate.

WATER AND SEWER CONNECTION SERVICE CHARGES

Turn service valve on/off for:

Repairs (During City Business Hours):	No Charge
Repairs (After City Business Hours):	\$60
Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):	\$40
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday)	\$60

INDUSTRIAL PRETREATMENT ORDINANCE:

WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Categorical Industrial User (CIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Other Industrial User (OIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee

OTHER FEES:

Permit Amendment	\$500.00 per issuance
Permit Variance (s)	\$500.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =	No charge
Second and each additional inspection =	\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE	\$300.00
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PLANNING AND ZONING HEARING:

NON-REFUNDABLE	\$200.00
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PLUMBER LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$5,000)
State of Delaware Master Plumber License Required

EXCAVATOR LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$20,000)

REFUSE HAULER LICENSE:

Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City

SEPTAGE HAULER LICENSE:

Annual License Fee = \$120.00

SEPTAGE HAULER FEE:

Septage Discharge Rate = \$0.065/ gallon up to 1,000,000 gallons per calendar year
\$0.055/ gallon 1,000,001 and above gallons per calendar year

year

* Fee is charged on maximum truck volume; not gallons unloaded.

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00

TRANSIENT MERCHANT LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$1,000)

MESSAGE BUSINESS LICENSE:

Annual License Fee = \$40.00

RENTAL LICENSE:

Annual License Fee = \$50.00 per rental unit
Re-inspection Fee = \$50.00 Each Additional Inspection

SPECIAL EVENT PERMIT:

Permit fee = \$20.00 per day per event
Not for profit organizations may be exempted from this fee. Proof of 501c3 status may be required.

PARADE OR PROCESSION PERMIT:

No Charge

SEASONAL STAND PERMIT:

Stand size up to 100 s.f. = \$10.00
Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00
Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:
First \$1,000 = \$25.00
Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee	\$25.00
Charge per fixture or connection to be inspected	\$ 2.00

DEMOLITION PERMIT FEE:

Structures WITH utilities	\$50.00
Structures WITHOUT utilities	\$10.00

WATER IMPACT FEE:

Per EDU	\$ 600.00
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* The City Council approved a selective discount of the water impact fee in ~~2018-2020~~ as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system	\$ 100.00 per EDU
<i>All other uses:</i>	
1" Water Tap	\$ 375.00
2" Water Tap	\$ 750.00
3" Water Tap	\$1,500.00
4" Water Tap	\$3,000.00
6" Water Tap	\$3,500.00
8" Water Tap	\$4,000.00
10" Water Tap or large	\$6,000.00

WATER TAP FEE:

1"	\$ 725.00	plus \$300 to open street
1-1/2"	\$ 930.00	plus \$300 to open street
2"	\$1,325.00	plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in ~~2018~~2020. This fee incentive applies to the *first eighteen-twenty single family detached* housing units permitted, built and receiving their certificate of occupancy in ~~2018~~2020. This fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

SEWER IMPACT FEE:

 Per EDU \$1,400.00

* The City Council approved a selective discount of the sewer impact fee in ~~2018-2020~~ as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

 4" diameter \$1,050.00 plus \$600 to open street
 6" diameter or larger \$1,050.00 plus \$600 to open street

* The City Council approved a selective elimination of the sewer tap fees in ~~2018~~2020. This fee incentive applies to the ~~first eighteen~~ *first twenty* single family detached housing units permitted, built and receiving their certificate of occupancy in ~~2018~~2020. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 400.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 800.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 800.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 400.00 per EDU
Lift Station #5	Western Auto Drainage Shed	\$ 400.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 400.00 per EDU
Lift Station #7	ShIPLEY Center Drainage Shed	\$ 400.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 400.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 400.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 400.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 400.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 400.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 400.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,200.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,200.00 per EDU
BSSD	Interceptor Upgrades	\$ 400.00 per EDU

STORM WATER IMPACT FEE:

 Per square foot of developable land \$0.10
ELECTRIC SYSTEM COST RECOVERY FEE:Residential Service Single Phase (120/240)
 100 amp \$ 187.50
 200 amp \$ 375.00
 300 amp \$ 562.50

400 amp \$ 750.00

Commercial Service 3 phase (120/208) & (120/240)

200 amp \$ 750.00
400 amp \$1,500.00
600 amp \$2,245.00
800 amp \$2,995.00

Commercial Service 3 phase (277/480)

200 amp \$ 1,730.00
400 amp \$ 3,455.00
600 amp \$ 5,200.00
800 amp \$ 6,915.00

Industrial Service 3 phase (120/208) & (120/240)

200 amp \$ 935.00
400 amp \$ 1,870.00
600 amp \$ 2,810.00
800 amp \$ 3,745.00
1,000 amp \$ 4,680.00

Industrial Service 3 phase (277/480)

200 amp \$ 2,160.00
400 amp \$ 4,320.00
600 amp \$ 6,500.00
800 amp \$ 8,640.00
1,000 amp \$10,790.00
2,000 amp \$21,580.00
3,000 amp \$32,500.00

RESIDENTIAL FIRE SPRINKLER INCENTIVE:

Developers and Home Builders who elect to install a fire sprinkler system in new one and two family dwellings that meets the requirements of IRC section P2904 and NFPA 13D shall receive a \$3,000 credit towards fees charged to them at permit issuance.

Owners of existing one and two family dwellings can qualify to receive a \$3,000 credit on their future City tax billings if they retrofit their one or two family dwelling and install a fire sprinkler system that meets the requirements of IRC section P2904 and NFPA 13D.

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WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES - (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies \$0.25 per page (\$1.00 minimum charge)
Duplicate Bill Fee \$2.50
Print Account History \$2.50
All other records Actual cost of reproduction

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property \$25

CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the

general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher - Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower "Bush Hog" (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower "Cub Cadet" (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower "Zero Turn" (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)
Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)
Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)

(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$30 per day
Back Pavilion	\$20 per day

SPORTS COMPLEX:

- Sports fields: \$75 per field per day
 - Use of field lights: \$25 per field per hour (in addition to the daily field rental fee)
- The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.

ALL OTHER CITY PARKS:

May be rented on a case by case basis, and must obtain a Special Event Permit.



Memorandum

To: Mayor & Council
From: Gary Andrews, IT Coordinator
Date: January 10, 2019
RE: Security Camera Server & Installation Project ReBid

NB #2
1.14.20

On Wednesday, January 8, 2019, bids were received for the Security Camera Server and Installation Project. Two bids were received.

After a complete review of all submissions, it is my recommendation to accept the proposed bid from Advanced Security Solutions LLC in the amount of \$37,214.43. Both bids received came in under budget with Advanced Security Solutions LLC's bid being well under the other bidder. I have reached out to Advanced Security Solutions LLC and they have assured me that their bid does cover everything specified in the BID document.

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

Thank you.

NB#3
1-14-20

To: City Council Members

From: Mayor David Genshaw

Cc: Charles Anderson, City Manager

RE: Antique Fire Truck Restoration Committee

I would like to recommend appointing Mr. Larry Mathis to the Antique Fire Truck Restoration Committee. Mr. Mathis currently helps the department by cleaning the engines as needed.

Please place this on the January 14, 2020 City Council meeting for consideration.

If you have any questions, please feel free to contact me. Thank you.

NB#5
1-14-20

MEMORANDUM

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

Fr: Bill Bennett, Director of Electric

Re: Christmas Light Replacement

Dt: 1/9/20

During the planning meeting last year, we discussed replacing our Christmas Lights City-wide with new LED Christmas Lights. As a pilot project we order 4 new Christmas lights and then we attempted to raise money from the public to fund the purchase of the lights.

Raleigh's Outdoor decorations runs a special in January, buy 2 get 1 free. The average cost of the 4 that were purchased was \$740; to replace the remaining 61 lights we would need to raise \$45,140. As of Jan 9, 2020, we have raised \$11,299 by generous donations from the community.

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Included in the FY20 budget was funding to replace the lights in our truck bays and after that purchase we have \$4,200 remaining because we delayed the building expansion. The Parks & Rec FY20 budget also has \$640 leftover from the purchase of the display in Gateway Park.

If Mayor and Council would authorize us the use of the remaining funds, \$4,840, in conjunction with the money we have raised from the public, we could replace 24 of the lights this year and install at 6 new locations.

We recommend placing new lights in the vicinity of the donors when possible. The 6 trees on Fronts Street would be replaced. Areas that have been discussed for expanding the Christmas lights are Bridgeville Hwy and Herring Run Road. Theses are areas of the City that are experiencing growth with new businesses and residents.

Next year we will budget additional money for light replacement and we can do another fundraising effort. One concept we have discussed is to offer a trumpeting Angel in memory of a family member or friend for a certain level of donation. It would be hard to place a plaque of recognition on the lights but we could try to hang them close to the donor's residence or business or start by hanging them in front of the cemetery on Stein Hwy.

Two of the candles that we replace can be offered for donation; one to the Historical Society and one to the Acorn Club if they have an interest in them. Other candles that are remaining could be offered for sale to the public or our sister communities for \$50 each and any monies raised can be used for new Christmas lights to continue our replacement.

Should you have any additional questions please contact me.

Thank you.

NB # 7
1-14-20

**Adkins
MANAGEMENT**

Charles,

The following are the estimated building materials needed to expand the lounge into the 24' by 24' unused room:

<u>Items Description</u>	<u>Costs</u>
Lumber for Ceiling and Door closure	\$300
Osب and Sliding	\$200
Insulation for walls and ceiling	\$1100
Drywall and Finish for walls and Ceiling	\$600
Paint	\$80
Carpet	\$600
Baseboard & Trim	\$140
Recessed Lights	\$160
LG A/c Heating unit	\$700
Possible trade labor for electric	\$0
All other labor provided by Adkins Mgnt	\$0
TOTAL	\$3880

The cost of materials will be paid at the time of construction by Adkins Management. The City will reimburse Adkins Management at the completion of work and submittal of receipts. Please sign the agreement below. Work will begin as quickly as possible upon approval.



Michael Connor

Adkins Representative

Charles Anderson

City Manager

NB #9
1-14-20

TRAINING AGREEMENT

This agreement, made this ____ day of _____ 2020, between, hereinafter referred to as the Trainee, and the Seaford Police Department, hereinafter referred to as the Department.

WITNESSETH:

WHEREAS, The parties hereby stipulate and agree that the Department is charged with the duty and responsibility of providing adequate and professional police protection to the City of Seaford community in a cost effective and efficient manner; and

WHEREAS, The parties hereby stipulate and agree that the above designated Trainee does not now, as of this date, meet the training requirements as set forth by the laws of the State of Delaware and/or the policies of the Department; and

NOW, THEREFORE, In consideration of the promises, premises, and the mutual undertakings herein contained, the parties hereto agree as follows:

1. Trainee recognizes the substantial expense being incurred by the Department in training him/her for police work and in consideration thereof and in further consideration of the training program and prospect of subsequent employment by the Department, Trainee agrees to remain in employment by the Department at the conclusion of such training and upon acceptance of employment by the Department for a period of five years and if the Trainee fails to remain in the employment of the Department as aforesaid, during the five year period, Trainee further agrees to reimburse the Department for the total costs of Trainee 's training, including Trainee 's salary accrued or received during the training period, with interest thereon at the lawful rate, according to the provisions of paragraph #3, below.
2. And further, Trainee covenants that Trainee will not, during the same aforesaid five year period, engage in any employment whatsoever with any law enforcement agency, whether public or private, which has legal authority to carry out its duties within the State of Delaware, and that if Trainee fails to abide by the terms of this covenant, the Trainee shall reimburse the Department for the total costs of Trainee 's training, including salary accrued or received during the training period, with interest thereon at the lawful rate, according to the terms of paragraph #3, below.

3. The parties hereto further agree that the costs to be paid to the Department by Trainee under paragraphs #1 and #2, above, shall be prorated according to time served with the Department with the Training paying (a) 100 percent of all such costs for breach of this Agreement within one (1) calendar year of signing; (b) 50 percent of all such costs for breach of this Agreement during the period between the first and second anniversaries of this signing; (c) 25 percent of all such costs for breach of this Agreement during the period between the second and third anniversaries of this signing; (d) 15 percent of all such costs for breach of this Agreement during the period between the third and fourth anniversaries of this signing; (e) 10 percent of all such costs for breach of this Agreement during the period between the fourth and fifth anniversaries of this signing; and no costs due and owing for a breach which occurs after the fifth anniversary of this signing.
4. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the Trainee and an Authorized Agent of the Department. No waiver of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default.
5. The parties hereto each acknowledge that they have been either advised by legal counsel or have had an opportunity to obtain legal counsel of their own choosing in order to understand this Agreement; and that each has signed this Agreement freely and voluntarily, with intent to be bound thereby.
6. In the event that any part or provision of or within this Agreement is found to be legally unenforceable, the parties' intent is that the offending part or provision be severed from the Agreement and that the balance of the Agreement remain in full force and effect as between the parties.

IN WITNESS THEREOF, The parties hereto have hereunto set their hands and seals the day and year aforesaid.

SIGNED, SEALED, AND DELIVERED in the presence of:

City Manager
Dated: _____

Trainee
Dated: _____

Mayor
Dated: _____

Chief of Police
Dated: _____

Notary Public

Date

118-0
1/14/20

ORDINANCE #2020-01

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, to read as shown on the following pages.

01/14/2020	Date of First Reading
??/??/20??	Date of Second Reading & Adoption
??/??/20??	Date of Advertisement
??/??/20??	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]**[Amended on 03/23/2019 by Ordinance #2019-01]***§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 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.D. Organizations with non-profit status do not qualify for the provisions of this ordinance;~~

~~E. The property owner must be in good standing with all City accounts at a zero balance within terms in order to receive any incentive.~~

~~F. Upon application to the City of Seaford Office of Economic Development, along with any supporting documentation, the City Manager or designee is authorized to award the Rental to Homeownership Incentive.~~

~~F.G.~~

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§16.4.3 Amount of Incentive.

~~G.H. 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.I. For the Seller: The City will provide an incentive equal to five times the full property tax 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.J. 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