

REVISED 2/27/18

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 27, 2018
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on February 13, 2018.

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

CORRESPONDENCE:

1. Water test results from testing the Arbutus and 534 (North and South) domestic drinking water wells.

NEW BUSINESS:

1. Appointment and Removal of DEMEC Director and Alternate Director.
2. Present for approval the establishment of a credit card account for the City of Seaford.
3. Letter of resignation from City Solicitor James Fuqua.
4. Mayor David Genshaw to recommend to the City Council an appointment for City Solicitor.
5. Present for approval a Letter of Engagement for the City Solicitor position.
6. Mayor Genshaw to present appointments for the Standing Board for Municipal Election 2018 and the Municipal Board Election 2018 (Board used for election challenges).
7. Lt. Glenn VanFleet to present the findings of a traffic analysis related to a request for "speed bumps" on Crossgate Drive.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

February 27, 2018

OLD BUSINESS:

1. Bill Bennett, Director of Electric to present an update of the Pine Street Substation and Distribution improvements projects.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. March 7, 2018 SCAT Dinner, Laurel Fire Hall, 6:00 p.m.
2. March 9, 2018 FY19 PLANNING SESSION, City Hall, 8:30 a.m. - 3:00 p.m.
3. City Manager retirement dinner, SVFD Banquet Hall, March 10th @ 5:00 p.m.

CITY OF SEAFORD

Municipal Election – April 21, 2018

The City of Seaford Municipal Election will be held on Saturday, April 21, 2018 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 and

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 23, 2018. Registration can be completed at City Hall, 414 High Street. 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 23, 2018 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 23, 2018.** 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 21, 2017) 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.**

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

February 27, 2018

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 2/27/18:

Mayor David Genshaw has filed for re-election as Mayor

Alfred Lee Cannon has filed for Mayor

Matthew McCoy has filed for Council

Patricia Jones has filed for Council

Councilman Orlando Holland has filed for re-election to Council

Shane Beard has filed for Council

James King has filed for Council

COMMITTEE REPORTS:

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

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

Mayor Genshaw closes 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: 2/27/18

Posted by: TNT



21 2-21-18

414 High Street | PO BOX 1100
Seaford, DE 19973
302.629.9173
302.629.9307 fax
www.seafordde.com

- FOR IMMEDIATE RELEASE -



DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health



NEWS FROM THE DELAWARE DEPARTMENT OF NATURAL RESOURCES, THE DIVISION OF PUBLIC HEALTH, AND THE CITY OF SEAFORD

CONTACT: Michael Globetti, DNREC Public Affairs, 302-739-9064

State agencies' cautionary testing confirms Seaford water supply safe for everyday use

SEAFORD (Feb. 19, 2018) – The Department of Natural Resources and Environmental Control, the Division of Public Health (DPH), and the City of Seaford confirmed today the city's public water supply is safe for drinking, cooking and other everyday use. DNREC and DPH worked with the city to sample Seaford's drinking water for perfluorinated compounds (PFCs), and none were found. The agencies' testing in Seaford was done out of an abundance of caution after all three municipal wells in the nearby Town of Blades recently tested above the national health advisory level for PFCs as established by the US Environmental Protection Agency.

#####



414 High Street | PO Box 1100
Seaford, DE 19973
302.629.9173 fax 302.629.9307
www.seafordde.com

NBH |
2/27/18

February 28, 2018

Mr. Patrick E. McCullar
President
DEMEC
22 Artisan Drive
Smyrna, DE 19977

RE: Appointment and Removal of DEMEC Director and Alternate Director – Seaford, DE

Dear Pat,

In accordance with Article III of the By-Laws of the Delaware Municipal Electric Corporation, the City of Seaford is confirming the appointment of their DEMEC Director and Alternate Director as follows:

DEMEC Director: Charles Anderson, Assistant City Manager

DEMEC Alternate Director: June Merritt, Director of Finance

Directors, and Alternate Directors in the absence of the first named Director, have the authority to vote and act with full authority. These appointments were approved by the Seaford City Council at their February 27th, 2018 regular meeting. A copy of the agenda and approved meeting minutes are attached. DEMEC will be advised within 72 hours and in writing of any changes to these designations.

Sincerely,

Dolores Slatcher
City Manager

Enclosure (agenda and approved meeting minutes)



NB77
2/27/18

414 High Street | PO BOX 1100
Seaford, DE 19973
302.629.9173
302.629.9307 fax
www.seafordde.com

TO: Dolores J. Slatcher, City Manager
FROM: June Merritt, Director of Finance & HR
DATE: February 23, 2018
RE: Credit Card – City of Seaford

Many companies do not accept purchase orders (PO's) or do not issue store credit cards/accounts. We are required more and more frequently to use a credit card for the purchase of goods and services for the City of Seaford. We contacted our banking institution and requested information on their credit card programs. The Visa CommUNITY Card issued by Elan Financial Services is designed for municipalities and offers consolidated statements, free management reporting, dedicated cardmember services and a rewards program.

To minimize the risk of fraud or misuse the cards will be kept in a safe location, the card's identification number will be protected, the credit card will be used for business related activities only and cardmembers will be limited to the City Manager and Director of Finance. Credit card purchases will require approval prior to purchase.

Therefore, we are requesting authorization to make an application for a credit card on behalf of the City of Seaford and authorization to allow the City Manager and the Director of Finance to be cardmembers, effective March 1, 2018.

NB # 2
2-27-18

VISA® CommUNITY CARD APPLICATION

GROW YOUR ORGANIZATION WITH PURCHASING POWER AND SPENDING TOOLS.

Give your non-profit or municipality the opportunity to get something more.

The Visa CommUNITY Card is the perfect way to manage finances for your organization. Take a look at what it offers...

- Consolidated statements
- Free management reporting
- Generous credit line
- Dedicated cardmember service
- Rewards program
- Pay in full

Take Control of Your Organization's Finances.

The Visa CommUNITY Card is designed for non-profits and municipalities seeking an easier way to manage cash flow and expenses. Enhanced reporting helps document expenses, track purchases, reveal spending patterns, organize budgeting information and save time on accounting procedures.

No Personal Guarantee Needed

Credit approval is based on your Organization, not your personal assets.

Dedicated Servicing Group

To ensure all your needs are handled quickly and efficiently, Cardmember Service is your single point of contact to assist with account changes or additions, or to answer any questions you may have. Cardmember Service, based in the U.S., is available 24 hours a day, seven days a week.

Consolidated Statements

Organization will receive central billing in one statement each month showing all charges at a single glance. Charges are grouped by cardmember.

Rewards Program

Help reduce expenses with a rewards program. Earn one point per dollar spent on net purchases[†] and

redeem for flights with no blackout dates, 1% cash back[†], gift cards or merchandise with no earnings caps! Rewards points from all CommUNITY cards are pooled to one central account.

			
CASH BACK unlimited 1%	TRAVEL no black-out dates.	MERCHANDISE electronics, decor, gifts and more.	GIFT CARDS leading restaurants, retailers and more.

Free Online Reporting

Our free, comprehensive online management reporting tool can track spending on a monthly, quarterly, annual or YTD basis. You can view your spending by category. Your reports can be customized and your data displays in a clean, easy-to-read format that can be downloaded to a PDF.

Apply Today!

We may change fees and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.

[†] See footnote after Rewards Program Rules on page 6.

[‡] See Rewards Program Rules on page 6.

EVERYTHING LISTED BELOW MUST BE INCLUDED IN THE FAX.

REQUIRED ENTIRELY COMPLETED Application Pages 4 and 5.

APPLICATION

- **1. Product Selection**
 - Ensure product is selected (Non-Profit or Municipality, Rewards or No Rewards)
- **2. Organization Information**
 - Ensure all fields have been completed.
Note: Any missing information could delay the processing of your application and require additional calls.
- **3. Authorized Officer Information**
 - Ensure all fields have been completed.
 - Ensure AO has signed in **both** areas on page 5
Note: Any missing information could delay the processing of your application and require additional calls.
- **4. Certificate of Authority**
 - Ensure this section is signed by the Authorized Officer of your Organization (President, SVP, VP, CEO, CFO, etc.)
 - Ensure this section is also signed by a second signer (if required by your Organization)

DOCUMENTATION AND REQUIREMENTS

- **Legal Identity Documentation**

Must be established a minimum of two years. Legal Organization name on the Application must match the Legal Organization name on the Identity Document and Financial Documentation (e.g. Balance Sheets, Income/Cash Flow Statements, Tax Returns or Audited Financial Statements).

REQUIRED Include one of the following documents:

- Articles of Incorporation, or
- Trust Instrument, or
- Secretary of State Filing, or
- Certificate in Good Standing, or
- Government-Issued Business License

- **Financial Documentation:**

REQUIRED Two Most Recent Years of Complete Financial Statements:

- Balance Sheet (Required)
- Income Statement (Required)
- Cash Flow Statement (Preferred)
- Organization's Tax Returns (3rd Party Prepared) (Preferred)

Audited Financial Statements are Preferred.

- If most recent full-year financial statements are more than 4 months old, please also include interim financial statements.
- Organization's Tax Returns (3rd Party Prepared Financial Statements or Organization's Tax Returns) are **required** if line request is for over \$50,000.

Missing or incomplete information or documentation could delay the processing of your application and require additional calls.

VISA® CommUNITY CARD APPLICATION

Elan Location Code (Required)

ATTENTION

APPLICATION MUST BE COMPLETED AND ALL SECTIONS MUST BE SIGNED

Any missing information or signatures could delay the processing of your application and require additional calls.

CARD OPTIONS
CHOOSE ONE

Non-Profit (NP)

- Visa CommUNITY Card (No Rewards) COCV SC 07415 PC 4045
- Visa CommUNITY Card w/Rewards COCV SC 07416 PC 4047

Municipalities (MU)

- Visa CommUNITY Card (No Rewards) COCV SC 07417 PC 4045
- Visa CommUNITY Card w/Rewards COCV SC 07418 PC 4047

Note: If no selection is made or both products are selected, we will process your application for a Visa CommUNITY Card (No Rewards).
SEE SUMMARY OF ACCOUNT TERMS ON PAGE 6 FOR FEES AND OTHER COST INFORMATION.

ORGANIZATION INFORMATION

Organization Name to Appear on Card (maximum of 21 characters)			Tax ID Number	
Organization Legal Name				
Street Address (Required – No PO Boxes Allowed, U.S. Addresses Only)			Suite/Unit #	City
State	ZIP Code	# of Years at Address	Organization Website Address (if applicable)	
Doing Business As (DBA) Name			Doing Business As (DBA) Street Address (NO PO Boxes Allowed, U.S. Addresses Only)	
City			State	ZIP Code
Mailing Address (If Different Than Above)			City	State ZIP Code
Year Organization Established	Organization Phone Number () -	Organization Fax Number () -		
Gross Annual Sales: \$			Total Organization Anticipated Monthly Credit Card Spend: \$	

ORGANIZATION STRUCTURE
AND CASH ACCESS

Legal Structure: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Municipality	Nature of Business (Describe your organization in 5 words or less.)
Expected Monthly Cash Transactions (Provide the average of all expected monthly cash transactions that you may make on this card account. Cash transactions include any cash advances or cash equivalent transactions such as purchasing traveler's checks.) \$ (If none, write \$0)	Expected Monthly International Transactions (Provide the average of all expected monthly international transactions that you may make on this card account, including credit card purchases originating from or going to another country.) \$ (If none, write \$0)
Does the Organization offer check cashing services, issue traveler's checks or money orders, provide money transmission services or foreign exchange services, or offer prepaid cards? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry: <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Finance, Insurance, Real Estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining <input type="checkbox"/> Public Administration <input type="checkbox"/> Retail Trade <input type="checkbox"/> Services <input type="checkbox"/> Transportation <input type="checkbox"/> Other	
Industry Sub Group (e.g. Women's clothing if Retail Trade selected above)	NAICS Code: 6-digit Business Classification Code. (See www.naics.com/search to locate code.)
Cash access enabled on any organization cards? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ORGANIZATION
ACCOUNT RELATIONSHIP
INFORMATION

Enter your total assets and length of relationship with this Financial Institution.	
Combined Checking, Savings and Money Market Accounts \$	Combined Investment and Retirement Accounts \$
Please provide the length of time, in years, that you have had a financial relationship with this Institution (if applicable): Years	

ORGANIZATION
LOCATIONS

Country of Formation: (If "Other" provide country name.) <input type="checkbox"/> USA <input type="checkbox"/> Other	Can the business entity issue bearer shares? <input type="checkbox"/> Yes <input type="checkbox"/> No
Country of Primary Organization Operations: (If "Other" provide country name.) <input type="checkbox"/> USA <input type="checkbox"/> Other	

VISA® CommUNITY CARD APPLICATION

Elan Location Code (Required)

The Authorized Officer must be authorized by the Organization to execute binding agreements on the Organization's behalf and is required to be a cardmember. Upon approval, the Authorized Officer will automatically be issued a card.

AUTHORIZED OFFICER INFORMATION	Authorized Officer Name (First, Middle, Last)		Suffix	Authorized Officer's Organization Title <input type="checkbox"/> President <input type="checkbox"/> Owner/Proprietor <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Partner/Principal <input type="checkbox"/> COO <input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> General Manager <input type="checkbox"/> Managing Member			
	Home Street Address (Required - No PO Boxes Allowed, U.S. Addresses Only)						Suite/Unit #
	City	State	ZIP Code	Date of Birth	Social Security Number		
	Primary Phone Number	Organization Phone Number		Anticipated Monthly Spend	Cash Access? <input type="checkbox"/> Yes <input type="checkbox"/> No		

IMPORTANT TERMS AND APPLICANT AGREEMENT

The Authorized Officer (the "Applicant") signing this application is applying, on behalf of Organization, for a Visa CommUNITY Card Account ("Account") issued by Elan Financial Services ("we," "us" or "our"). If the Organization is approved for an Account, the Applicant requests and directs us to open an Account and to issue Visa CommUNITY Cards ("Card", "Cards") to the Applicant and to any individual employee applicants ("Employee Applicants") of the Organization as designated by the Applicant on this application or its addendum, or by any process agreed to by us and the Organization. The Applicant certifies that (i) the execution, delivery and performance of this application has been authorized by all necessary corporate action by the Organization, evidence of which action will be provided upon request; and (ii) the Applicant is authorized to bind the Organization to the terms of this application and the Applicant Agreement, as further evidenced in a duly executed Organization Certificate of Authority. At the time the Account is opened, the Applicant and each Employee Applicant will be issued a Card and a Cardmember Agreement governing individual use of the Account and Cards. Use of the Card or the Account will signify acceptance of the terms of the Cardmember Agreement, which may be amended from time to time. We reserve the right to consider the Organization for a lower line of credit if one was requested. As long as the Account is open, we may obtain credit reports about the Organization from time to time. The Applicant understands and agrees that the Organization is solely liable for all charges made to the Account, including all Cards designated by the Organization. The Applicant understands and agrees that we may increase or decrease the credit limit assigned to the Account and/or the Cards within the Account or close the Account at any time based on our credit guidelines, credit report information, Account history, or the financial circumstances of the Organization. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. All applicants must be at least 18 years old and agree that Accounts and Cards will be used primarily for business purposes, and not personal, family, or household purposes. You further agree that in order to open and administer the Account that may be established as a result of this application that we and the correspondent financial institution that solicited this application may share certain information about you and your ongoing Account activity. Information from this application may be shared with our affiliates. Cash access is subject to credit approval. **I have read this Application and agree to its terms.**

SIGNATURE

By signing below, you certify that you read and understood the Important Terms and Applicant Agreement and you agree to the terms of this application.

Signature of Authorized Officer	Date
X	

ORGANIZATION CERTIFICATE OF AUTHORITY

Authorized Officer signing this section must be the same person listed in the section above.

The Undersigned certifies that _____ (Name), _____ (Title), ("Authorized Officer") is authorized by Organization to enter into and execute this Visa CommUNITY Card Application on behalf of Organization, thereafter binding the Organization to the terms of the Visa CommUNITY Card Applicant Agreement, and further, that the signature appearing below is his/her genuine signature.

Signature of Authorized Officer	Signed this
X	day of (month) (year)
Signature of Secretary or Assistant Secretary (If required by your Organization.)	Printed Name of Secretary or Assistant Secretary
X	
Legal Name of Organization (Legal Organization name must match the Legal Organization name on the Identity Document.)	

INDIVIDUAL EMPLOYEE INFORMATION

(Photocopy the application for additional employees.) — Complete if you would like to allow other users on this account. The Individual Employee information will not be used to determine creditworthiness for approving this application, nor will they share liability for the account.

Name of Employee (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access? <input type="checkbox"/> Yes <input type="checkbox"/> No		
\$			
Name of Employee (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access? <input type="checkbox"/> Yes <input type="checkbox"/> No		
\$			
Name of Employee (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -
Anticipated Monthly Spend:	Cash Access? <input type="checkbox"/> Yes <input type="checkbox"/> No		
\$			

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Summary of Visa Account Terms

Payment Information	Visa CommUNITY Card (No Rewards)	Visa CommUNITY Card with Rewards
All charges made on this CommUNITY Card are due and payable by the Payment Due Date shown on your periodic statement.		
Fees		
Annual Fees	None	\$99.00 (Authorized Officer) None (Authorized Employees)
Transaction Fees		
• Convenience Check Cash Advance ¹	Either 4% of the amount of each advance or \$10 minimum, whichever is greater	
• Cash Advance	Either 4% of the amount of each advance or \$10 minimum, whichever is greater	
• Cash Equivalent Advance	Either 4% of the amount of each advance or \$20 minimum, whichever is greater	
• Overdraft Protection ²	Either 4% of the amount of each advance or \$10 minimum, whichever is greater	
• Foreign Transaction	2% of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars. 3% of each foreign purchase transaction or foreign ATM advance transaction in Foreign Currency.	None
Penalty Fees		
• Late Payment	Either 3% of the amount of the outstanding balance or \$39 minimum, whichever is greater	
• Returned Payment	\$35	
• Overlimit	\$35	None

Contact For Updates: The information about the costs of the card described in this application is accurate as of July 1, 2017. This information may have changed after that date. To find out what may have changed, call us at 866.552.8855 (we accept relay calls) or write us at PO Box 6353, Fargo, ND 58125-6353.

¹ Not all products receive Convenience Checks.

² Not all products offer Overdraft Protection.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Rewards Program Rules: Account must be open and in good standing to earn and redeem rewards and benefits. Upon approval, refer to your Cardmember Agreement for additional information. We will award one reward point for each dollar of net purchases (purchases minus returns/credits) charged to a Visa CommUNITY card with Rewards Account during each statement period. Reward points will not be awarded to a cardmember for net purchases during a statement period if the cardmember's Account is not open and current (not past due or overlimit) on the statement closing date. Reward points will not be awarded for Cash Advances or other Account Advances as defined in the Cardmember Agreement. Reward points will be earned and redeemed at the organization level. Reward points may be redeemed for airfare (subject to the maximum ticket price and redemption schedule set forth in the Rewards Program Rules), name brand merchandise, gift certificates or Cash Back†. We cannot control how merchants choose to classify their business and reserve the right to determine which purchases qualify. Points expire three years from the end of the quarter in which they are earned. Rewards are administered by a third party.

† Rewards points can be redeemed as a cash deposit to a checking or savings account within seven business days or as a statement credit to your CommUNITY Card account within one to two billing cycles.

The creditor and issuer of your CommUNITY Card is Elan Financial Services, pursuant to a license from Visa U.S.A. Inc.

FUQUA, WILLARD, STEVENS & SCHAB, P.A.

NB¹ 3
2-27-18

PAYNTER HOUSE
26 THE CIRCLE OR P.O. Box 250
GEORGETOWN, DELAWARE 19947
PHONE 302-856-7777
FAX 302-856-2128
onthecircle@fwsslaw.com

JAMES A. FUQUA, JR.
WILLIAM SCHAB
TIMOTHY G. WILLARD
TASHA MARIE STEVENS
MELISSA S. LOFLAND
NORMAN C. BARNETT
www.fwsslaw.com

HART HOUSE
9 CHESTNUT STREET
GEORGETOWN, DELAWARE 19947
PHONE 302-856-9024
FAX 302-856-6360
schabbarnett@comcast.net

REHOBOTH OFFICE
20245 BAY VISTA ROAD, UNIT 203
REHOBOTH BEACH, DE 19971
PHONE 302-227-7727
FAX 302-227-2226

February 22, 2018

LEWES REAL ESTATE OFFICE
16698 KINGS HIGHWAY, SUITE B
LEWES, DELAWARE 19958
PHONE 302-645-6626
FAX 302-645-6620
schabbarnett@comcast.net

Mayor David Genshaw
The City of Seaford
414 High Street
Seaford, DE 19973

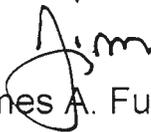
Dear David:

Please allow this letter to serve as notice of my resignation as City Solicitor for the City of Seaford, effective March 1, 2018.

It has been a privilege to represent the Mayor and Council over the past thirty years and a pleasure to work with Dolores, Charles and all of the City Employees I had dealings with over that time.

Seaford is truly part of the spirit that makes Sussex County a special place. Best of luck in all of the City's future endeavors.

Sincerely,



James A. Fuqua, Jr.

JAF/lgm
cc: Dolores Slatcher
Charles Anderson

WHITEFORD TAYLOR & PRESTON LLC

NB # 5
2/29/18

DANIEL A. GRIFFITH
PARTNER
DIRECT LINE (302) 357-3254
DIRECT FAX (302) 357-3274
DGriffith@wtplaw.com

THE RENAISSANCE CENTRE
405 NORTH KING STREET, SUITE 500
WILMINGTON, DE 19801-3700
MAIN TELEPHONE (302) 353-4144
FACSIMILE (302)-661-7950

BALTIMORE, MD*
BETHESDA, MD*
COLUMBIA, MD*
DEARBORN, MI*
FALLS CHURCH, VA*
TOWSON, MD*
WASHINGTON, DC*
WILMINGTON, DE

WWW.WTPLAW.COM
(800) 987-8705

February 20, 2018

City of Seaford, Delaware
City Hall
414 High Street
Seaford, Delaware 19973
Attn: City Manager Charles Anderson

Re: Retention as City Solicitor – Terms of Engagement

Dear Mr. Anderson:

This letter will confirm the retention of Daniel A. Griffith, Esquire ("Mr. Griffith") of the law firm Whiteford Taylor & Preston LLC ("WTP") to act as City Solicitor on behalf of the City of Seaford ("Seaford") in accordance with the applicable provisions of the Municipal Code of the City of Seaford. The following shall set forth the terms of Mr. Griffith's engagement.

Mr. Griffith's service as City Solicitor shall include giving legal advice to the City Council and performing such other legal services as may be required by the City Council, in accordance with Section 21 of the City of Seaford Charter.

Fees

Seaford agrees that Mr. Griffith's fees will be determined on an hourly basis. In determining the fee structure set forth below, the parties to this engagement letter have taken into account such factors as are permitted by Rule 1.5 of the Delaware Lawyers' Rules of Professional Conduct, including the novelty and difficulty of the engagement, the extent to which Mr. Griffith will be precluded from representing others and the fees customarily charged by comparable law firms for similar services. Mr. Griffith will maintain a continuing awareness of the issue of cost effectiveness, and Seaford should feel free to contact Mr. Griffith if Seaford has any questions about any of Mr. Griffith's statements.

Staffing

It is understood and agreed that it is Mr. Griffith, and not WTP, that has been retained by Seaford. However, it is also understood and agreed that, in times of exigent circumstances or on occasions when Mr. Griffith is unavoidably unavailable, other members of WTP may provide legal services to the City of Seaford consistent with this engagement. The hourly billing rate for the services performed pursuant to this engagement is \$250.00 per hour.

Cost and Expenses

There are various categories of charges, such as long distance telephone charges, photocopying charges, filing fees, court reporter fees, service of process fees, travel expenses, and charges for computerized research, that will be billed to Seaford's account in addition to Mr. Griffith's fees for services. Certain of these charges will be incurred by third parties, such as court reporters. Seaford agrees that Mr. Griffith will have the authority to his our best judgment in authorizing such expenditures. Mr. Griffith will bill these charges at cost or at the same rates WTP charges its clients generally. Mr. Griffith generally will not separately itemize or provide backup documentation for routine expenses. Mr. Griffith will honor reasonable requests to itemize and to provide backup documentation for particular categories of expenses.

Seaford Cooperation

Seaford agrees that it will use its best efforts to assist Mr. Griffith in the engagement, including but not limited to making Seaford's books and records available, assisting Mr. Griffith in understanding said books and records, providing facts known or reasonably available, and otherwise assisting in the engagement.

Withdrawal Grounds

WTP reserves the right to withdraw from or terminate this engagement if, among other things, Seaford fails to honor the terms of this Agreement, fails to cooperate or follow advice on a material matter, or if any fact or circumstance arises which would render Mr. Griffith's continuing representation unlawful or unethical. We are proceeding with this engagement based upon Seaford's express agreement to be clear and complete in its communications, to keep Mr. Griffith fully informed of developments related to this engagement, and to extend Seaford's reasonable assistance and cooperation to him. Obviously, the parties hope and fully expect that these kinds of considerations will never become issues between us.

Termination; Survival of Obligation

Seaford may terminate this engagement at any time upon written notice. Mr. Griffith may terminate this engagement at any time for any reason upon written notice, subject to

applicable rules of professional conduct. If Seaford terminates the engagement for any reason, or Mr. Griffith withdraws from the engagement consistent with the terms of this Agreement, Seaford shall remain obligated to pay all fees, costs and expenses incurred by Mr. Griffith through and including the date of termination or withdrawal.

Advice About Possible Outcomes

Either at the commencement or during the course of this engagement, Mr. Griffith may express opinions or beliefs concerning various courses of action and the result that might be anticipated. Any such statement made by Mr. Griffith or any WTP lawyer is intended to be an expression of opinion only, based on information available at the time, and should not be construed by Seaford as a promise or guarantee.

Disclaimer of Undertaking

After completion of the engagement, changes may occur in the applicable law or regulations that could have an impact on Seaford's rights, duties and liabilities. Unless Seaford engages WTP after the completion of the engagement to provide additional services, WTP will not have and does not undertake any continuing obligation to advise Seaford with respect to future legal developments. Seaford further acknowledges that the services to be performed pursuant to this engagement letter involve difficult matters requiring a substantial commitment and that there is substantial uncertainty as to various outcomes with respect to the legal advice rendered pursuant to this engagement. Seaford's obligation to make the payments provided under this engagement letter is irrespective and independent of the outcome or disposition of these matters. Mr. Griffith cannot and does not guarantee to provide any particular outcome with respect to such advice.

Miscellaneous

In the event of ambiguity or unanticipated circumstances, this engagement letter shall not be construed against WTP as the drafter, but rather shall be construed in the manner that is fair to all parties. This engagement letter contains the entire agreement between the parties regarding the subject matter and may not be amended except in writing signed by both parties. The terms of any other representations will be negotiated separately. Neither this engagement letter nor any of its obligations shall be assigned by Seaford without written consent. This engagement letter is binding upon and shall be enforceable by the parties and their respective successors and permitted assigns. This engagement letter may be executed in any number of counterparts, each of which when executed shall be an original, and the counterparts together shall constitute one and the same instrument. Any disputes related to the engagement letter shall be resolved under Delaware law (without regard to conflict principles) and exclusively in the courts of the State of Delaware, as to which Seaford consents to personal jurisdiction and agrees to accept service by United States Registered Mail. To the extent any provision of this engagement letter is invalid or unenforceable; the provision shall be ineffective to the extent of its invalidity or unenforceable

ability, without invalidating the remainder of the provision or the remaining provisions of this engagement letter.

If this engagement letter contains an accurate and complete description of our Agreement, please have it executed and returned to me at your earliest convenience. We look forward to working with you toward a successful resolution of this matter.

Very truly yours,

/s/ Daniel A. Griffith

Daniel A. Griffith
Partner

DAG

ACCEPTED AND AGREED:

By: _____
City of Seaford
City Manager

Date: _____

NB# 4
2/27/18

Standing Board for Municipal Election 2018

1 year term: Elizabeth Jenkins, Virginia Hastings

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

3 year term: Toby French

Staff:

6:30 – 11:00 – Jeanne Sapp
Ashley Heincike
Erica Colegove

11:00 – 3:30 – Tracy Torbert
Shannon Passwaters
Jessica Johnson

- Relief Charles Anderson
Trisha Newcomer
June Merritt

Municipal Board – Election 2018
(Board used for Election Challenges)

Rick Stewart
Pat Shannon
Bob Hudson

NB # 7
2/27/18



Crossgate Village Home Owners Association

Crossgate Drive
Seaford DE
302-853-5432

12/11/17

Ms. Dolores Slatcher
City of Seaford DE

Dear Ms. Dolores Slatcher,

Good Morning! I'm writing to you today to request your assistance and guidance on an issue that is of growing importance to the Board of Directors of the Crossgate Village community.

We have experienced an increase in traffic transiting Crossgate Drive. We have recognized that much of this traffic is thru traffic and many of the vehicles travel this road at a rate of speed that is often far greater than the 25-mph limit.

Our concern stems primarily from the number of elderly owners, children at play, and pets that live in this neighborhood.

At a recent Board meeting we discussed petitioning the City for the installation of "speed bumps" which we believe would be a sustaining deterrent to the excessive thru traffic and higher rates of speed. We understand that there are other possibilities (i.e. speed limit signs and increased law enforcement) that you may feel would be more effective in this situation.

We are asking for your input on this issue, and look forward to discussing this with your office. I may be reached at 302-853-5432, or by email at homesweep@comcast.net.

Sincerely,

Amy E Krams
President
Crossgate Village Home Owners Association



NB # 7
2/27/18



Memo

To: Charles Anderson, ACM
From: Berley Mears, DPW
cc: Dolores Slatcher, CM
Date: 2/20/18
Re: Crossgate speed bump request

There is a request to evaluate the installation of speed bumps on Crossgate Drive. My recommendation is not to install them for the following reasons:

- The installation of speed bumps makes the road very hard to plow during snow storms and damage to the bumps often occurs. The plow needs to be raised off the ground some when approaching and crossing the bump which leaves snow around the bump leading to an unfinished and unsafe condition.
- This is a costly installation with two options one being more long term than the other. We could install the hard-rubberized bumps, in five locations, like the ones approaching the Jays Nest for approximately \$5,000 for the materials, but these are made more for parking lot installations. The correct installation is to excavate the newly paved road in the area of the desired bump and build it back up as one piece to tie it in to the adjoining asphalt. These would be less likely destroyed by an accidental strike while plowing, but I would estimate the cost to be closer to \$12,500 and this somewhat degrades the integrity of the road surface near the bumps.
- I have heard of complaints in the area of speed bumps due to the required stopping and starting at every bump. Some vehicles are loud as they accelerate away from each bump which causes additional noise to the surrounding residents. This is an unintended by-product of the bump installation.
- We have tried to eliminate (Cedar Avenue and Cypress Drive) and/or deter speed bump/dip installations for these reasons and first try alternative measures such as speed enforcement, additional signage, and possibly reducing the travel speed in the affected area.

Please let me know if you have any questions.

(302) 629-6644
(302) 629-9341 ADMINISTRATION
EMERGENCY 911
FAX (302) 629-0672



11B 87
2-27-18

300 VIRGINIA AVENUE
SEAFORD, DELAWARE 19973

POLICE DEPARTMENT

2/20/18

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

Dear Charles,

In response to our recent meeting and conversation about the Crossgate Village H.O.A. speed bump inquiry. The Police Department has conducted a traffic study to determine if speeding is occurring on Crossgate Drive. The results were as follows: Police officers ran a total of 8 ½ hours of radar over a 10 day period checking the speeds of 116 vehicles. The highest speed recorded during the study was 34 miles per hour (9 miles per hour over the limit). I am sure that on occasion there are people who speed on this street but the study indicates that the complaint of speeding is more a perceived than an actual problem.

Respectfully Submitted

A handwritten signature in cursive script that reads "Lt. Glenn Van Fleet".

Lt. Glenn Van Fleet

SPEED ENFORCEMENT AT CROSSGATE VILLAGE

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>	<u>SPEED POSTED</u>	<u>HIGHEST SPEED</u>	<u>LOWEST SPEED</u>	<u>NUMBER OF VEHICLES</u>
2/6/2018	Crossgate at Atlanta Rd.	0844-0944 AM	25	30	15	6
2/7/2018	Crossgate at Atlanta Rd.	0600-0700 AM	25	27	24	9
2/8/2018	Crossgate at Magnolia	1622-1722 PM	25	34	17	28
2/9/2018	Crossgate at Magnolia	0900-1000 AM	25	31	18	10
2/15/2018	Crossgate at Atlanta Rd.	0630-0700 AM	25	29	24	4
2/16/2018	Crossgate at Magnolia	0910-1010 AM	25	28	12	18
2/16/2018	Crossgate at Magnolia	1623-1725 PM	25	33	13	25
2/17/2018	Crossgate at Magnolia	1000-1030 AM	25	24	18	6
2/17/2018	Crossgate at Atlanta Rd.	1345-1415 PM	25	27	19	6
2/18/2018	Crossgate at Magnolia	1115-1145 AM	25	27	23	4

TOTAL CARS 116