

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
January 23, 2024
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube: <http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website: www.seafordde.com/meetings_and_agendas

Comments and questions may be emailed to: Councilinfo@seafordde.com

- 7:00 P.M.** - Mayor Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to the agenda for this meeting.
 - Approval of minutes of the regular meeting on January 9, 2024.

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

Mayor Genshaw and Chief of Police Marshall Craft to accept a Donation of \$8,000 from Arbor Management, LLC. Mr. Jim Fitzgerald, Director of Security, will officially present a donation toward the 'start-up' cost of the police department's new canine program.

PUBLIC COMMENT:

- 1.

CORRESPONDENCE:

- 1.

PUBLIC HEARING:

1. The Farmers Daughter LLC, property owner, is requesting a Final Site Plan Review for the construction of a mini storage warehouse complex, to be located at Norman Eskridge Highway, Tax Map, and parcel # 331-5.00-48.05, zoned C-2 Highway Commercial.
2. BCDE Investments Group LLC, property owner, is requesting a subdivision of the two existing lots, located at Porter Street, Tax Map, and parcel #531-13.06-47.00 and 531-13.06-47.02, zoned R-3 High Density Residential, into nine lots for townhomes.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

January 23, 2024

3. Macias Araceli, property owner of 808 Third St., Tax map and parcel #431-5.00-421.00, is seeking a subdivision of the referenced property into two separate lots.

NEW BUSINESS:

1. Present for approval a revision to the Employment Extension Agreement with the Chief of Police Marshall Craft for an additional two years with the contract ending the last day of July 2027.
2. Present for approval an MOU with the HELP Initiative to provide funding for additional security cameras, FlockOS software and call center upgrades for the Seaford Police Department.
3. Bids - Transformers.
4. Bids - Sports Complex Fence.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Friday, January 26, 2024, from 8:30 a.m. until 3:00 p.m., City of Seaford Planning Session, Seaford District Library.

CITY OF SEAFORD

Municipal Election – Saturday April 20, 2024

The City of Seaford Municipal Election will be held on Saturday, April 20, 2024, 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.
Councilman Matt MacCoy has filed for Mayor.

Two (2) Council Members will be elected for a (3) year term.

All candidates must have filed by 4:00 p.m., E.S.T., Friday, February 23, 2024. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 7 a.m. until 4:00 p.m. or by appointment if you cannot register during these normal business hours.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

January 23, 2024

Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 4:00 p.m., E.S.T., February 23, 2024, will still appear on the official ballot for election.

To be eligible to vote, anyone eighteen (18) years of age or older who is a bona fide City of Seaford resident and US Citizen **must have been registered at the State of Delaware Department of Elections by 4:00 p.m., E.S.T. on Friday March 22, 2024.**

Nonresident property owners must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2023) and shall have one vote **provided he or she is registered in the “Books of Registered Voters” maintained at the City Hall by 4:00 p.m. E.S.T. on Friday, March 22, 2024. Registration hours are Monday through Friday, 7 a.m. until 4 p.m., or by appointment if you cannot register during these normal business hours.**

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.

LIAISON REPORTS:

1. Code, Parks and Recreation – Councilman Mike Bradley
2. Police & Fire – Councilman Dan Henderson
3. Administration – Councilman Orlando Holland
4. Electric – Councilman Matt MacCoy
5. Public Works & WWTF – Councilman James King

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: 01/16/2023

Posted by: ASH

NB#1
1/23/24
Clean-Copy

Employment Extension Agreement

Chief of Police

THIS EXTENSION AGREEMENT made this 23rd, day of January 2024 by and between the Mayor and Council of the City of Seaford (hereafter "the City");

And

Marshall Craft (hereafter "the employee");

WHEREAS a certain Agreement between the parties dated July 29th, 2020, and expires on July 31st, 2025, and the parties want to extend and continue said Agreement, it is agreed that said Agreement is extended and modified as set forth in the below terms and conditions.

WHEREAS the City desires to retain Employee as the Chief of Police of the City of Seaford because of employee's experience and qualifications; and

WHEREAS, Employee desires to continue employment with the City in the position of Chief of Police;

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

- 1) Employment: The City employs Employee on the terms and conditions stated in this Agreement to perform the duties of Chief of Police of the City of Seaford and Employee agrees to perform such services on the terms and conditions stated herein, including the attached job description. The City of Seaford, by its ordinance, Article 6 Employee Residency Requirement, does require as a condition of employment, that Employee shall be required to live within a (30) mile radius of the City of Seaford, City Hall, 414 High Street, Seaford, DE 19973.
- 2) Term: The term of employment shall be for an additional two years with the contract ending the last day of July 2027. Continued employment of Employee after said date shall be under the term and conditions agreed to by the parties, and at the sole discretion of the Mayor and Council.
- 3) Compensation: The City shall pay Employee a minimum annual salary of \$140,920. upon Extension Agreement execution; payable weekly. Future increases in the minimum annual salary shall be based upon Plan adjustments and Merit adjustments as approved by Mayor and Council as part of the budget process. Annual performance evaluation ratings of "meets expectations "or above "meets

expectations" will receive a combined Plan and Merit adjustment minimum of 3% or 4%, respectively. Should the annual Plan and Merit adjustment approved by Mayor and Council for any year of this contract be above the percentages noted, the Employee shall receive the higher amount. The pay rate of the Chief and the Deputy Chief will be evaluated annually to ensure equity between pay grades with the intent of maintaining a 15% spread between the grades. Annual pay increases will be effective July 1, of every successive year of the contract term.

4) Benefits: Employee shall be entitled to the employee benefits as set forth below:

(A) Work schedule will be as approved by the City Manager.

The Employees work schedule shall generally be from 0800-1600, which is consistent with police department administration and criminal investigations work schedules.

The employees work schedule may be adjusted to attend community events, council meetings and other occasions as necessary and approved by City Manager.

(B) Employee shall be entitled to benefits as stated in the City of Seaford Employee Handbook and any other benefits as approved for the Teamsters Local 326 Bargaining Unit.

(C) Employee shall be enrolled as a participant in the Delaware County & Municipal Police & Firefighters Pension Plan and will be subject to the rules and regulations as adopted by the State Board of Pension Trustees. Participant Contributions to the fund shall be 7% of monthly compensation (base pay).

(D) Vacation: Employee shall be entitled to five (5) weeks of vacation per calendar year through December 31, 2022. Beginning with January 1, 2023 the employee shall be entitled to six (6) weeks of vacation per calendar year.

- Upon execution of this Extension Agreement the employee will be given an allowance for accumulation or carry-over of vacation hours up to a maximum of 200 hours per calendar year. This benefit may be reconsidered by the City Council should any future changes be made to the CBA negotiated vacation carry-over (accumulation) with that of the rank and file for an employee of 30 years of service, but no less than 200 hours.

(E) Compensatory/AT Time: Upon execution of this Extension Agreement the employee shall be permitted to accumulate 100 hours of compensatory time

on an hour-for-hour basis. Accumulated time may be used by the employee at his discretion with prior approval of the City Manager. This benefit may be reconsidered by the City Council should any future changes be made to the CBA negotiated Compensatory/AT time with that of the rank and file, but no less than 48 hours.

5) Duties:

- (A) Authority: The Chief of Police is considered to be one of the five directors of the City of Seaford. He is considered to be the Chief Operational Officer within the department. He is responsible for the execution of all policies, operations, and discipline within the Police Department. He is to exercise all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department. He is responsible directly to the City Manager of the City of Seaford, Delaware.
- (B) Responsibility: Through the Chief of Police, the Department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling, and staffing all activities of the Department, for its continued and efficient operations, for the enforcement of rules and regulations within the Department, for the completing and forwarding of such reports as may be required by competent authority, i.e., Mayor, Council, City Manager, etc. and for the departments good relations with the citizens of Seaford, the City government, and other agencies. To provide all essential information to the Mayor, Council, and City Manager whenever there is the potential for litigation to be brought against the City of Seaford due to an Officer's action in carrying out his duties.
- (C) Standard of Conduct: Employee shall be subject to the standard of conduct of City employees as set forth in Section 2-117 through 2-140 of the City of Seaford Employee Handbook, a copy that this employee acknowledges in writing having received the entire handbook.
- (D) Termination: This Agreement may only be terminated for just cause being the Employee's failure or refusal to perform the services required by this Agreement or as a result of Employee's disability or death. In the event of termination, Employee shall be afforded all rights provided by 11 Del.C. Section 9301, Police Chief Due Process, a copy of which is attached hereto and incorporated herein. This Extension Agreement expires effective July 31, 2027. The Mayor and Council reserve the right, at its sole discretion, to buy-

out the balance of the contract, in which case, this contract will be deemed terminated.

- a. Employee may terminate this Agreement only upon a minimum of ninety (90) days prior written notice to Employer or earlier due to unforeseen circumstances.
- 6) Return of Property: The City directs and Employee agrees that, upon termination of this Agreement, Employee will deliver and/or return to the City any and all equipment, weapons, badges, documents and/or other property issued by the City to Employee during the term of this Agreement. Employee also agrees that, upon termination of his employment with the City for any reason, or at any earlier time as may be requested by the City, Employee will deliver to the City all equipment, weapons, badges, documents and/or other property of any nature in Employee's possession or control that are the property of the City.
- 7) Representations: Employee warrants that all information provided by Employee (including, but not limited to, resume, interview, and references) in consideration for employment by the City is true to the best of Employee's knowledge. Employee further warrants that he is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his performing work as directed under this Agreement for the City and that he shall inform the City immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his qualifications may be grounds for immediate discharge by the City and may subject Employee to damages for any harm caused to the City.
- 8) Waiver: No waiver of any provision of this Agreement shall be valid unless it is in writing, supported by consideration and signed by the person against whom it is sought to be enforced (in the case of the City, the Mayor). The failure of any party at any time to insist on strict performance of any condition, promise agreement, or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.
- 9) Indemnification: Except as provided below, Employer will indemnify and hold Employee harmless from any and all liabilities, losses, damages, causes of action, and claims made against him in his official or individual capacity in the course and within the scope of Employee's employment provided that any such claim does not result from Employee's willful and intentional violation of law or Employer policies. Such indemnification shall include all expenses, including, but not limited to, reasonable attorneys' fees and court costs. Employer's obligation under this

paragraph shall not apply in the event that (i) the claims, liabilities, losses, damages, causes of action and expenses are the result of matters that are purely personal in nature and do not relate to or arise from City of Seaford business or Employee's position as Chief of Police (ii) the Employee has failed to promptly notify the Employer of any claim made or litigation filed against him; or (iii) the Employee has settled or compromised the claim or litigation as to him without Employer's prior written consent. Employee shall, as a condition precedent to receipt of such indemnification, cooperate with Employer and its legal counsel in the defense of any related action, claim or proceeding. This obligation shall survive the expiration or termination of this Agreement.

- 10) **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.
- 11) **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreement whether written or oral. No wavier, alteration, or modification of any of the provision of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 12) **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- 13) **Governing Law.** This Agreement shall be constructed and interpreted in accordance with, and governed by, the laws of the State of Delaware, exclusive of Delaware conflicts of law, principals.
- 14) **Employer Acknowledgement.** The City of Seaford acknowledges that this Extension Agreement has been reviewed and approved by the Mayor and City Council, and the Seaford City Council deems this Extension Agreement reasonable and fair to Employer and Employee.
- 15) **Employee Acknowledgement.** Employee acknowledges that he is aware of and has exercised his right to consult with an attorney of his own choosing regarding the contents and consequences of this Agreement prior to its execution. Employee represents and warrants that he understands the terms and condition of this Agreement and that he knowingly and voluntarily entered into this Agreement in exchange for the compensation, benefits, and other consideration provided in this Agreement.

Employment Extension Agreement Chief of Police

16) IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Extension Agreement this ____ day of _____, 2024.

The City of Seaford

Mayor David Genshaw

Witness

Charles Anderson
City Manager

Dated: _____

Witness

Marshall Craft
Chief of Police

Dated: _____

NPS# 1
1/23/24
RED LINE
Copy

Employment Extension Agreement Chief of Police

Employment Extension Agreement

Chief of Police

THIS EXTENSION AGREEMENT made this ~~23rd~~, ^{9th} day of ~~January~~^{July} 202~~04~~²⁴ by and between the Mayor and Council of the City of Seaford (hereafter "the City");

Formatted: Superscript

And

Marshall Craft (hereafter "the employee");

WHEREAS a certain Agreement between the parties dated ~~July 29th, 2020~~^{May 6, 2019}, and expires on ~~July 31st, 2025~~^{May 6, 2021}, and the parties want to extend and continue said Agreement, it is agreed that said Agreement is extended and modified as set forth in the below terms and conditions.

Formatted: Superscript

Formatted: Superscript

WHEREAS the City desires to retain Employee as the Chief of Police of the City of Seaford because of employee's experience and qualifications; and

WHEREAS, Employee desires to continue employment with the City in the position of Chief of Police;

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

- 1) Employment: The City employs Employee on the terms and conditions stated in this Agreement to perform the duties of Chief of Police of the City of Seaford and Employee agrees to perform such services on the terms and conditions stated herein, including the attached job description. The City of Seaford, by its ordinance, Article 6 Employee Residency Requirement, does require as a condition of employment, that Employee shall be required to live within a (30) mile radius of the City of Seaford, City Hall, 414 High Street, Seaford, DE 19973.
- 2) Term: The term of employment shall be for an additional ~~two~~^{four} years with the contract ending the last day of July 202~~5~~⁷. Continued employment of Employee after said date shall be under the term and conditions agreed to by the parties, and at the sole discretion of the Mayor and Council.
- 3) Compensation: The City shall pay Employee a minimum annual salary of ~~\$140,192.6,500~~ upon Extension Agreement execution; payable weekly. Future increases in the minimum annual salary shall be based upon Plan adjustments and Merit adjustments as approved by Mayor and Council as part of the budget process.

Employment Extension Agreement Chief of Police

Annual performance evaluation ratings of "meets ~~expectations~~ or expectations "or above "meets expectations" will receive a combined Plan and Merit adjustment minimum of 3% or 4%, respectively. Should the annual Plan and Merit adjustment approved by Mayor and Council for any year of this contract be above the percentages noted, the Employee shall receive the higher amount. The pay rate of the Chief and the Deputy Chief will be evaluated annually to ensure equity between pay grades with the intent of maintaining a 15% spread between the grades. Annual pay increases will be effective July 1, of every successive year of the contract term.

4) Benefits: Employee shall be entitled to the employee benefits as set forth below:

(A) Work schedule will be as approved by the City Manager.

The Employees work schedule shall generally be from 0800-1600, which is consistent with police department administration and criminal investigations work schedules.

The employees work schedule may be adjusted to attend community events, council meetings and other occasions as necessary and approved by City Manager.

(B) Employee shall be entitled to benefits as stated in the City of Seaford Employee Handbook and any other benefits as approved for the Teamsters Local 326 Bargaining Unit.

(C) Employee shall be enrolled as a participant in the Delaware County & Municipal Police & Firefighters Pension Plan and will be subject to the rules and regulations as adopted by the State Board of Pension Trustees. Participant Contributions to the fund shall be 7% of monthly compensation (base pay).

(D) Vacation: Employee shall be entitled to five (5) weeks of vacation per calendar year through December 31, 2022. Beginning with January 1, 2023 the employee shall be entitled to six (6) weeks of vacation per calendar year.

- Upon execution of this Extension Agreement the employee will be given an allowance for accumulation or carry-over of vacation hours up to a maximum of 200 hours per calendar year. This benefit may be reconsidered by the City Council should any future changes be made to the CBA negotiated vacation carry-over (accumulation) with that of the rank and file for an employee of 30 years of service, but no less than 200 hours.

(E)-

Formatted: Indent: Left: 1.5", No bullets or numbering

(E) Compensatory/AT Time: Upon execution of this Extension Agreement the employee shall be permitted to accumulate 100 hours of compensatory time on an hour-for-hour basis. Accumulated time may be used by the employee at his discretion with prior approval of the City Manager. This benefit may be reconsidered by the City Council should any future changes be made to the CBA negotiated Compensatory/AT time with that of the rank and file, but no less than 48 hours.

Formatted: Indent: Left: 1", Hanging: 0.25"

~~▪ Upon execution of this Extension Agreement the employee shall be permitted to accumulate 48 hours of compensatory time in accordance with the Compensatory/AT Policy, effective 12/11/2018. Accumulated time may be used by the employee at his discretion with prior approval of the City Manager. This benefit may be reconsidered by the City Council should any future changes be made to the CBA negotiated Compensatory/AT time with that of the rank and file, but no less than 48 hours.~~

~~(F)~~

Formatted: Indent: Left: 1.25", No bullets or numbering

5) Duties:

- (A) Authority: The Chief of Police is considered to be one of the five directors of the City of Seaford. He is considered to be the Chief Operational Officer within the department. He is responsible for the execution of all policies, operations, and discipline within the Police Department. He is to exercise all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department. He is responsible directly to the City Manager of the City of Seaford, Delaware.
- (B) Responsibility: Through the Chief of Police, the Department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling, and staffing all activities of the Department, for its continued and efficient operations, for the enforcement of rules and regulations within the Department, for the completing and forwarding of such reports as may be required by competent authority, i.e., Mayor, Council, City Manager, etc. and for the departments good relations with the citizens of Seaford, the City government, and other agencies. To provide all essential information to the Mayor, Council, and City Manager whenever there is the potential for litigation to be brought against the City of Seaford due to an Officer's action in carrying out his duties.
- (C) Standard of Conduct: Employee shall be subject to the standard of conduct of City employees as set forth in Section 2-117 through 2-140 of the City of

Employment Extension Agreement Chief of Police

Seaford Employee Handbook, a copy that this employee acknowledges in writing having received the entire handbook.

- (D) Termination: This Agreement may only be terminated for just cause being the Employee's failure or refusal to perform the services required by this Agreement or as a result of Employee's disability or death. In the event of termination, Employee shall be afforded all rights provided by 11 Del.C. Section 9301, Police Chief Due Process, a copy of which is attached hereto and incorporated herein. This Extension Agreement expires effective July 31, 2025~~7~~. The Mayor and Council reserve the right, at its sole discretion, to buy-out the balance of the contract, in which case, this contract will be deemed terminated.
- a. Employee may terminate this Agreement only upon a minimum of ninety (90) days prior written notice to Employer or earlier due to unforeseen circumstances.
- 6) Return of Property: The City directs and Employee agrees that, upon termination of this Agreement, Employee will deliver and/or return to the City any and all equipment, weapons, badges, documents and/or other property issued by the City to Employee during the term of this Agreement. Employee also agrees that, upon termination of his employment with the City for any reason, or at any earlier time as may be requested by the City, Employee will deliver to the City all equipment, weapons, badges, documents and/or other property of any nature in Employee's possession or control that are the property of the City.
- 7) Representations: Employee warrants that all information provided by Employee (including, but not limited to, resume, interview, and references) in consideration for employment by the City is true to the best of Employee's knowledge. Employee further warrants that he is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his performing work as directed under this Agreement for the City and that he shall inform the City immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his qualifications may be grounds for immediate discharge by the City and may subject Employee to damages for any harm caused to the City.
- 8) Waiver: No waiver of any provision of this Agreement shall be valid unless it is in writing, supported by consideration and signed by the person against whom it is sought to be enforced (in the case of the City, the Mayor). The failure of any party at any time to insist on strict performance of any condition, promise agreement, or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.

Employment Extension Agreement Chief of Police

- 9) **Indemnification:** Except as provided below, Employer will indemnify and hold Employee harmless from any and all liabilities, losses, damages, causes of action, and claims made against him in his official or individual capacity in the course and within the scope of Employee's employment provided that any such claim does not result from Employee's willful and intentional violation of law or Employer policies. Such indemnification shall include all expenses, including, but not limited to, reasonable attorneys' fees and court costs. Employer's obligation under this paragraph shall not apply in the event that (i) the claims, liabilities, losses, damages, causes of action and expenses are the result of matters that are purely personal in nature and do not relate to or arise from City of Seaford business or Employee's position as Chief of Police (ii) the Employee has failed to promptly notify the Employer of any claim made or litigation filed against him; or (iii) the Employee has settled or compromised the claim or litigation as to him without Employer's prior written consent. Employee shall, as a condition precedent to receipt of such indemnification, cooperate with Employer and its legal counsel in the defense of any related action, claim or proceeding. This obligation shall survive the expiration or termination of this Agreement.
- 10) **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.
- 11) **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreement whether written or oral. No waiver, alteration, or modification of any of the provision of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 12) **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- 13) **Governing Law.** This Agreement shall be constructed and interpreted in accordance with, and governed by, the laws of the State of Delaware, exclusive of Delaware conflicts of law, principals.
- 14) **Employer Acknowledgement.** The City of Seaford acknowledges that this Extension Agreement has been reviewed and approved by the Mayor and City Council, and the

Employment Extension Agreement Chief of Police

Seaford City Council deems this Extension Agreement reasonable and fair to Employer and Employee.

15) **Employee Acknowledgement.** Employee acknowledges that he is aware of and has exercised his right to consult with an attorney of his own choosing regarding the contents and consequences of this Agreement prior to its execution. Employee represents and warrants that he understands the terms and condition of this Agreement and that he knowingly and voluntarily entered into this Agreement in exchange for the compensation, benefits, and other consideration provided in this Agreement.

16) IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Extension Agreement this ____ day of _____, 20240.

The City of Seaford

Mayor David Genshaw

Witness

Charles Anderson
City Manager

Dated: _____

Witness

Marshall Craft
Chief of Police

Dated: _____

NB #2
1/23/24

**CITY OF SEAFORD
AGREEMENT**

Seaford Police Station Public Safety Call Center Camera Project

Parties to the Agreement:

Property Owner: The City of Seaford, Police Department
300 Virginia Avenue
Seaford, DE 19973

Partner: The HELP Initiative, Inc.
101 W. Lockerman Street, Suite 1B
Dover, DE 19904

WHEREAS, the above stated parties to this agreement desire to improve public safety in the City of Seaford, DE; and

WHEREAS, HELP Initiative, Inc. has agreed to provide funding from the Governor's Office for all related surveillance and monitoring equipment, installation, and services for two years; and

WHEREAS, the City of Seaford has agreed to assume the responsibility of maintaining the agreements and services along with the equipment at the end of the two-year period.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

- i. HELP Initiative, Inc. is providing funding from the Governor's Office to provide additional community cameras, Flock Safety interoperability and services to our camera server, along with funding for monitoring (TV) and upgraded PCs for the Public Safety Communications Center Camera Project.
 - HELP Initiative, Inc. is providing funding and purchasing additional community cameras that will be placed in key areas around the city. These cameras will be owned by the City of Seaford and will be our responsibility to maintain the license/warranty after the initial two-year period.
 - HELP Initiative, Inc. is program managing the installation and implementation of the system to connect to the City of Seaford's existing camera system. These systems will work in tandem to provide

alerts along with more information. This system will also have interoperability with other police equipment to provide better GPS tracking and connecting of video during incidents. The system will have 21 cameras connected (some new and existing).

- HELP Initiative, Inc. is providing funding for the purchase of two new Camera Viewing computers with upgraded systems to provide seamless viewing of the camera streams on a larger monitor (TV). HELP is also providing funding to have Advantech (City's Camera Vendor) install two large TV's (1 at desk 1 & 2) for better viewing experience with the total camera count growing.
- 2. HELP Initiative, Inc. is providing funding program management for all equipment, installation, and services for two years. Upon completion of the two-year period, it will be the responsibility of the City of Seaford to maintain the agreements and services along with the equipment. All equipment provided or purchased is owned by the City and will be maintained by City of Seaford IT Staff.

Date adopted: _____

Charles Kistler, Executive Director
HELP Initiative, Inc

Mayor David C. Genshaw
City of Seaford

Witness

Charles Anderson, City Manager
City of Seaford

Witness

State of Delaware

County of _____

BE IT REMEMBERED, That on this ____ day of _____, 20____,
personally came before me, the Subscriber, a Notary Public for the State and
County aforesaid, _____, party(ies) to this
Indenture, known to me personally to be such, and acknowledged this
Indenture to be his/her/their act and.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

(signature of notarial officer)

(Seal, if any)

My Commission Expires: _____

MEMORANDUM

NR# 3
1/23/24

TO: Charles Anderson, CM

FR: Bill Bennett, Director of Electric

RE: Transformer Bids

DT: Jan 16, 2024

The City opened bids on Jan 10, 2024 from 4 suppliers.

Name	300 KVA	500KVA	100KVA	Total	Delivery	Manufacturer
Wisecom Technologies Inc.	\$ 82,405.62	\$ 35,613.48	\$ 60,764.04	\$ 178,783.16	43 weeks	Maddox
Wesco	\$ 109,923.00	\$ 45,635.00	\$ 89,711.00	\$ 245,269.00	98 weeks	Hitachi
Wesco	no bid	no bid	\$ 62,955.00	\$ 62,955.00	40 weeks	Protec
Wesco	\$ 249,372.00	\$ 83,124.00	\$ 93,360.00	\$ 424,856.00	36 weeks	Virginia Trans
United Utility Supply	\$ 98,610.00	\$ 64,150.00	\$ 72,972.00	\$ 235,732.00	4-8 weeks	Maddox
PulseMAC Solutions	\$ 86,913.00	\$ 34,632.00	\$ 45,066.00	\$ 166,611.00	16-18 weeks	Daelom Belefic

PulseMac Solutions had 2 exceptions to our specifications, they use a different brand bushing than we specify and a different core. They use a silicon steel core that has a higher loss but is cheaper, the core is the heart of the transformer.

It is my recommendation that we award the bid United Utility Supply, they meet all the specifications and have a quicker delivery time than the next low bidder.

Please present this to the Mayor and Council at their Jan 23, 2024, meeting.

If you have any questions, please get in touch with me.

Thank you.

Bill Bennett

MEMORANDUM

NB#4
1/23/24

TO: Charles Anderson, City Manager
Trisha Newcomer, Director of ED and CR

FR: Katie Hickey, Supt. of Parks and Recreation

RE: **2024 Sports Complex Privacy Fence**

Date: January 19, 2024

The City received six bids in response to our bid advertisement for the above referenced services on January 17, 2024. Please see the tabulation of the bid received below:

City of Seaford Sports Complex Privacy Fence Bid Bid Tabulation - 2024

Bidder	TOTAL
Backyard Works	\$52,519.50
New Holland Chain Link	\$44,475.00
Seagull Fence	\$47,203.89
Breakwater Custom Fence	\$45,294.00
Abel Fence	\$58,020.00
Hershey's Fencing	\$88,500.00

I have reviewed the detailed specification documentation submitted by the bidders.

It is my recommendation that the bid be awarded to the low bidder, New Holland Chain Link.

The funds for this project are part of the FY24 Parks Capital Budget and will be partially funded by the Delaware Outdoor, Parks, Recreation, and Trails Grant.

Should you have any questions, please contact me.

Thank you.