

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
March 14, 2023
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.
 - Executive Session - Negotiations, Contract Discussions.
 - Approval of minutes of the regular meeting on February 28, 2023.

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

Mayor Genshaw to recognize Nick Moore for receiving his Lineman Certification from the Northwestern Lineman College.

PUBLIC COMMENT:

CORRESPONDENCE:

NEW BUSINESS:

1. Mr. Rob Herrera with Ninth Street Development Corporation (9SDC) will provide the Mayor and Council an update regarding the proposed redevelopment of the Nylon Capital Shopping Center property.
2. Present for approval an employment contract for the Deputy Chief of Police.

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3. Present for approval draft changes to Section 35 of the City of Seaford Charter that would authorize the City Council to allow short or long-term debt incurred from state or federal government revolving loan funds to be exempt from the special election requirements in section 35 of the Municipal Charter.
4. Chief of Police Marshall Craft to provide recommendations to install additional speed bumps and other traffic calming measures on Magnolia Drive and Nylon Boulevard.
5. Present for approval an offer to sell excess fill material left over from the construction of Phase I of the Western Sussex Business Campus.
6. Bids - 106 Spring Street Parking Lot Paving
7. Bids - Jay's Nest Paving
8. Bids - Street Paving 2023
9. Bids - Kiwanis Park Sign
10. Present for approval a Municipality Endorsement for mosquito control services with the Delaware Mosquito Control section for the 2023 season.

OLD BUSINESS:

1. Present for approval draft changes to Section 7 of the City of Seaford Charter that would permit artificial domestic entities, including but not limited to corporations, partnerships, trusts, and limited liability companies, in the State of Delaware the ability to vote in Municipal elections.
2. Present for a second reading an ordinance to amend Chapter 5, Article 4 Rental licenses of the Municipal Code of Seaford, Delaware relating to "Businesses" that would define and regulate nuisance properties in the City of Seaford.

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REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Annual Easter Egg Hunt, Saturday, April 1st, at 9am at the Seaford Sports Complex, 490 N Market Street Ext.
2. Annual "Light It Up Blue" Autism Awareness Event, Monday, April 3rd, at 6pm in Gateway Park.

CITY OF SEAFORD

Municipal Election - Saturday April 15, 2023

The City of Seaford Municipal Election will be held on Saturday, April 15, 2023 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.

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., Friday, February 24, 2023. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 24, 2023 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 5:00 p.m., E.S.T. on Friday March 24, 2023.**

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 16, 2022) and shall have one vote **provided he or she is registered on the "Books of Registered Voters" maintained at the City Hall by 5:00 E.S.T. on Friday, March 24, 2023. 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.**

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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.

- ❖ **Councilman Jose Santos has filed for reelection.**
- ❖ **Mike Bradley has filed for Councilman.**
- ❖ **Councilman Dan Henderson has filed for reelection.**

LIAISON REPORTS:

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

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

EXECUTIVE SESSION:

1. Negotiations - Contract discussions.

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

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

NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 03/06/2023

Posted by: ASH

NB #2
3/14/23

Employment Agreement

Deputy Chief of Police

THIS AGREEMENT made this 1st day of April 2023 by and between the Mayor and Council of the City of Seaford (hereafter "the City");

And

Mike Rapa (hereafter "the employee");

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

WHEREAS, Employee desires to be employed by the City in the position of Deputy 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 Deputy 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 two years with the contract ending the last day of March 2025. Continued employment of Employee after said date shall be under the terms 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 \$100,838.40 upon Agreement execution; payable bi-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 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 10% 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) Employee will also be permitted the use of a City vehicle as a take home vehicle during employment as the Deputy Chief.

5) **Flex Time:** Upon execution of this Agreement the employee shall be permitted to accumulate Flex Time in accordance with the provisions outlined in the Flex Time Off Policy for Exempt Employees as adopted 11/9/2021.

6) **Duties:**

(A) **Authority:** The Deputy Chief of Police is considered to be the second in command and will assume all duties of the Chief of Police in his or her absence. He is under the direct command of the Chief of Police and is responsible for the execution of all policies, operations, and discipline within the Police Department as assigned to him by the Chief. 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 Chief of Police and in his or her absence 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 Deputy Chief of Police, as directed by the Chief, 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 Agreement expires effective March 31, 2025. 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.
- 7) **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.

- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.
- 12) **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.

13) **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

14) **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.

15) **Employer Acknowledgement.** The City of Seaford acknowledges that this Agreement has been reviewed and approved by the Mayor and City Council, and the Seaford City Council deems this Agreement reasonable and fair to Employer and Employee.

16) **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.

17) IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Agreement this ____ day of _____, 2023.

The City of Seaford

Mayor David Genshaw

Witness

Charles Anderson
City Manager

Dated: _____

Employment Agreement Deputy Chief of Police

Witness

Mike Rapa
Deputy Chief of Police

Dated: _____

NB#3
3/14/23

Charter of the City of Seaford

POWER TO BORROW MONEY AND ISSUE BONDS

Section 35. The City Council may borrow money and issue bonds or certificates of indebtedness to secure the payment thereof on the faith and credit of the City of Seaford, to provide funds (1) for the erection, the extension, the enlargement, the purchase or the repair of any plant, machinery, appliances, or equipment for the supply, or the manufacture and distribution of electricity or gas for light, heat or power purposes; (2) for the furnishing of water to the public; (3) for the construction, repair or improvements of highways, streets or lanes, or the paving, curbing or erection of gutters along the same; (4) for the construction or repair of sewers or sewage disposal equipment; or (5) to defray the cost or the share of the City of the cost of any permanent municipal improvements; provided, however, that the borrowing of the money therefore shall have been authorized by the City Council and shall have been approved by the electors in the manner and at the time following:

- (A) Council by resolution shall propose to the electors of the City by resolution that the state amount of the money shall be borrowed for any of the above purposes. The resolution shall state the amount of money desired to be borrowed, the purpose for which it is desired, the manner of securing the same, and other pertinent facts relating to the loan which are deemed pertinent by the City Council and in their possession and shall fix a time and place for hearing on the said resolution.
- (B) Notice of the time and place of the hearing on the resolution authoring said loan shall be printed in a newspaper published in the City and or distributed in circular form at least one week before the time set for said hearing.
- (C) A second resolution shall then be passed by Council ordering a special election to be held not less than thirty days and not more than sixty days after said hearing to borrow the said money, for the purpose of voting for or against the proposed loan. The passing of the second resolution calling the special election shall *ipso facto* be considered. Council's determination to proceed in the matter in issue.
- (D) The notice of the time and place of holding the said special election shall be printed in two issues of a newspaper in the City within thirty days prior to the election, and or distributed in circular form at least fifteen days prior to the election or both at the discretion of the Council.
- (E) At the Special Election, every owner of property, whether an individual, partnership or corporation, shall have one (1) vote and every person who is a bona fide resident of The City of Seaford, but who is not an owner of property within the corporate limits of The City of Seaford shall have one (1) vote. All votes may be cast either in person or by proxy. Any Special Election held pursuant to the provisions of this Section may be conducted by paper ballot an without the use of voting machines.

Charter of the City of Seaford

- (F) The Council shall cause to be prepared, printed and have available for distribution a sufficient number of ballots at not less than five days prior to the date of the special election.
- (G) The Board of Election shall count the vote for and against the proposed loan; and shall announce the results thereof; shall make a certificate under their hands of the number of votes cast for and against the proposed loan, and shall deliver the same to the Council, which said certificates shall be entered on the minutes of the Council, and the original shall be filed with the papers of the Council. The form of bond or certificate of indebtedness, the interest rate, the time or times of payment of interest, the classes, the time or times of maturity, provisions as to registration, any callable or redeemable provision, the denomination and name and other relative or pertinent matters shall all be determined by Council after said Special Election. The bond or bonds or certificate or certificates of indebtedness may be sold at either public or private sale. The Council shall provide in its budget, and in fixing the rate of tax, for the payment of interest and principal on said bonds at the maturity or maturities thereof, and may establish a sinking fund therefore. The faith and credit of The City of Seaford shall be deemed to be pledged for the due payment of the bonds and interest thereon issued under the provisions hereof, when the same have been properly executed and delivered for value. There shall be no limitation upon the amount which may be raised from the taxation of real estate for the payment of interest on and the principal of any bounded indebtedness whether hereinbefore or hereafter incurred. The bonded indebtedness shall not at any time exceed in the aggregate the total sum of Twenty-five (25%) per centum of the value of the real property situate within the limits of the City as shown by the last assessment pending the creation of said indebtedness. In the event the City of Seaford should construct or acquire any plant, machinery, appliances or equipment for the supply of electricity or gas for light, heat or power purposes, authority is hereby granted the City of Seaford to furnish electricity or gas for light, heat or power purposes to the outlying communities provided that this authority shall not exceed a distance of One-Half Mile beyond the limits of said City and provided that such extension will not incur indebtedness in excess of the bonded limit of said City and to do all things necessary to carry out this authority.
- (H) All provisions of this Section and any other Section of this Charter limiting the amounts of indebtedness to be incurred or taxes to be levied by the City Council shall not apply to any indebtedness incurred or any special ad valorem taxes, special taxes, or ad valorem taxes levied pursuant to or in connection with Section 37A of this Charter.
- (I) The Council shall be authorized to allow short or long-term debt incurred from state or federal government revolving loan funds to be exempt from the special election requirements set forth in Section 35 of this Charter. To exercise the power aforesaid, the council shall adopt a resolution to that effect by the affirmative vote of five (5) of the members of council. The indebtedness created under this provision shall be evidenced by notes or

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Charter of the City of Seaford

(H) bonds of the city, and the full faith and credit of the city shall be deemed to be pledged thereby.

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Amended 6/18/07 Amended ??/??/??

Charles Anderson

From: Jeffrey Norman <jnorman@geolyn.com>
Sent: Thursday, March 2, 2023 12:42 PM
To: Charles Anderson
Subject: Western Sussex Business Campus Dirt

NB#5
3/14/23

Mr. Anderson,

George & Lynch is bidding sitework for lot 1. If we are the successful bidder we offer to pay the City of Seaford \$5.00/TN for the pile of fill dirt currently stockpiled onsite. Converting \$5.00/TN translates into approximately \$100.00/truck load. To keep it simple we would keep track of the number of loads and pay \$100.00 per load. Please advise at your earliest convenience if this is acceptable to the City. Thanks.

Jeffrey L. Norman
George & Lynch, Inc.
150 Lafferty Lane
Dover, DE 19901
(p) 302-736-3031 | (m) 302-363-1645 | (f) 302-734-9743



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NB#6

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: 106 Spring Street Parking Lot Paving bid

DT: March 9, 2023

The city received seven bids for the above referenced project. Please see the below table:

Bidder	Total Bid	Bid Bond
Asphalt Maintenance LLC.	\$14,458.00	Yes
JC Paving LLC	\$16,040.00	No
Jerry's Paving and Excavation	\$18,541.50	Yes
Terra Firma	\$21,721.00	Yes
Delmarva Paving LLC	\$22,272.90	Yes
ECM Corp	\$31,420.00	Yes
Green Paving and Excavating	\$43,370.00	Yes

It is my recommendation to award the 106 Spring Street Parking Lot paving bid to Asphalt Maintenance LLC for the total of \$14,458.00. Asphalt Maintenance LLC is the low bidder and they have met all of the bidding requirements.

This paving is funded by a reallocation of CTF funds.

Please present this information to Mayor and Council at their March 28, 2023 meeting for their consideration.

Please contact me should you have any questions.

NB #7

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: Jay's Nest Parking Lot Paving bid

DT: March 9, 2023

The city received nine bids for the above referenced project. Please see the below table:

Bidder	Total Bid	Bid Bond
JC Paving LLC	\$72,960.00	No
Asphalt Maintenance LLC.	\$88,386.00	Yes
Mike Holt Construction Inc.	\$107,350.00	Yes
George and Lynch	\$112,856.00	Yes
ECM Corp	\$116,420.00	Yes
Jerry's Paving and Excavation	\$119,749.52	Yes
Delmarva Paving LLC	\$136,217.80	Yes
Terra Firma	\$154,960.00	Yes
Green Paving and Excavating	\$186,492.00	Yes

It is my recommendation to award the Jay's Nest Parking Lot paving bid to Asphalt Maintenance LLC for the total of \$88,386.00. Asphalt Maintenance LLC is the second lowest bidder and they have met all of the bidding requirements. The low bidder, JC Paving LLC, did not submit the required bid bond with their bid.

This paving is being funded by CTF funds.

Please present this information to Mayor and Council at their March 28, 2023 meeting for their consideration.

Please contact me should you have any questions.

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: Street Paving 2023 bid

DT: March 9, 2023

The city received five bids for the above referenced project. Please see the below table:

Bidder	Total Bid	Bid Bond
Asphalt Maintenance LLC.	\$118,802.30	Yes
Mike Holt Construction Inc.	\$128,591.30	Yes
Jerry's Paving and Excavation	\$161,257.65	Yes
George and Lynch	\$167,444.30	Yes
ECM Corp	\$172,461.51	Yes

It is my recommendation to award the Street paving 2023 bid to Asphalt Maintenance LLC for the total of \$118,802.30. Asphalt Maintenance LLC is the low bidder and they have met all of the bidding requirements.

This paving is funded by local funds from our operating budget.

Please present this information to Mayor and Council at their March 28, 2023 meeting for their consideration.

Please contact me should you have any questions.



Memorandum

To: Mayor & Council

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

Date: March 10, 2023

RE: Digital Message Sign - Kiwanis Park

The City of Seaford received (2) two bids in response to our bid request for a digital message sign for Kiwanis Park. Bids were opened on Wednesday, March 8, 2023, at 2:45pm and were submitted as follows:

BIDDER	BID AMOUNT	ESTIMATED TURN AROUND TIME
Towers Signs	\$34,111.00	6-8 Weeks
Phillips Signs	\$37,691.61	5-6 Weeks

After full review of the submitted bids, it was evident the low bidder had submitted a bid, which did not meet all of the specification requirements, due to incorrect sizing of the viewable area of the message board. Towers Signs advised they could meet the specifications of the size but could not do so at the cost of their submitted bid. Therefore, it is my recommendation to award the bid to Phillips Signs in the amount of \$37,691.61.

Funding for this project comes from the funds allocated to the City of Seaford from the State of Delaware FY23 Bond Bill Appropriation.



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

DIVISION OF FISH & WILDLIFE
RICHARDSON & ROBBINS BUILDING
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

MOSQUITO CONTROL
SECTION

PHONE
(302) 739-9917

NB # 10
3/14/23

February 27, 2023

Charles Anderson
City of Seaford
414 High Street; P.O. Box 1100
Seaford, DE 19973

Re: Do you want State Mosquito Control services in your municipality this year?

Dear City Manager,

It's now time for you to think about the start of another mosquito control season, involving our program now inquiring about whether your city or town might again want to receive (or might newly want to receive) the State's mosquito control services for the upcoming year (2023). By mid-March 2023 the **Delaware Mosquito Control Section** will once again start its statewide spring woodland control program (to control larval mosquitoes breeding in wet woodlands). We'll then be performing from early April into early November our usual range of other statewide efforts to control these pests and public health menaces, which can originate from coastal tidal marshes, freshwater wetlands, and within developed or domestic settings. As such, **we now want to know if your city / town wants to participate in our control program for the upcoming year**, and to receive at no cost to your municipality the State's mosquito control services.

Potential problems if for some reason you choose not to sign up

In addition to our usual concern for mosquito nuisance problems and their quality-of-life and economic impacts (for local economies based on tourism, outdoor recreation, hosting outdoor events, animal husbandry), plus our traditional concern for possible transmission to humans or horses of highly virulent Eastern Equine Encephalitis (EEE), this upcoming season also carries the specter for the quite probable continued occurrence of a relatively new mosquito-borne disease problem given much publicity over the past 20 years or so, being West Nile Encephalitis (WNE), which also affects both humans and horses. While WNE might not be as sickening or deadly a problem as EEE, it will probably more frequently occur, and still be quite problematic for some people who contract this virus. We are now also on the lookout in Delaware for a recent mosquito-borne disease to hit the country affecting people, being chikungunya virus that first came to the Western Hemisphere in December, 2013 in the Caribbean, and for which Delaware the past eight summers has had a few imported cases of this disease brought back by travelers to the Caribbean and Central or South America, but fortunately not yet any locally transmitted chikungunya. The newest mosquito-borne disease that has now landed at our doorstep six years ago by way of South America and the Caribbean, having many characteristics similar to chikungunya including being a recent import from the Old World, but now with an additional concern for pregnant women in possibly leading

to microcephaly and other development issues among newborns, is Zika virus. Fortunately to date, we've had no locally-transmitted cases of Zika, and we're working hard to see this doesn't occur, whereby your hopeful cooperation and participation in our mosquito control program then also helps.

It's important to understand that if at this time your municipality chooses not to participate in the Section's program, then in event of your sudden change of mind, perhaps due to intolerable nuisance or disease problems sometime during the upcoming year, the Section might *not* be able to take control actions until all the agreements and procedures contained herein are fulfilled by your municipality. This can then slow down, or even preclude the Section's ability to take or deliver timely response actions.

What you need to do to participate

In order to best serve the public, the Delaware Department of Natural Resources and Environmental Control (DNREC) has developed and adopted its **Mosquito Control Spray Policy** to govern applications of insecticides, with particular emphasis on the spraying of aerially- or ground-applied adulticides (insecticides to kill adult mosquitoes), and to a lesser degree for aerially- or ground-applied larvicides (insecticides to kill immature mosquitoes in their aquatic stages), within incorporated cities or towns. Aerial spraying of adulticides or larvicides might be done by fixed-wing aircraft or by helicopter. Ground application of adulticides will be done by truck-mounted sprayers (a.k.a. "foggers"). Ground application of larvicides might be done by truck-mounted sprayers, backpack sprayers, or hand tosses. We are not requesting your endorsement for our ability to undertake ground applications of larvicides, but we are for all types of aerial spraying for adulticiding or larviciding, as well as for ground applications of adulticides.

The Spray Policy requires annual consent by municipalities before the Section will undertake certain types of needed insecticide spraying within a city or town's jurisdictional boundaries; provides for contact persons to represent both the municipality and the State; allows through a municipality's own devices for identification of human health-related "No-spray zones" for adulticides (if any); and addresses mosquito control in event of a declared public health emergency. This annual consent can be indicated by completing and returning to the Section the enclosed "**Municipality Endorsement**" form. There is also the option on the endorsement form to indicate that your city or town does not wish to participate. We would greatly appreciate your returning the endorsement form in either case. Without receiving the endorsement signed in some manner by the time requested, the Section will assume that your city or town does **not** wish to participate in the upcoming year's control program.

Please note that just by your signing and returning the Municipality Endorsement form it does **not** mean that you then automatically receive **all** of our mosquito control services whenever needed without any further actions on your part. Converse to this and as a specific exception (exclusive of a public health emergency that Mosquito Control might recognize), and as described in our Spray Policy (see Section III-4), **each and every time** that you want Mosquito Control to undertake any adulticide spraying (to control adult mosquitoes), done by us either via ground-based or aerial applications within or over areas in your municipality's jurisdiction, **your municipality's designated Mosquito Control contact person** (as you will have indicated on the Municipality Endorsement form, or alternatively it could be some other appropriate city or town official) **must contact the Mosquito Control Section to request such adulticiding**. Please note that there can be occasions when we might recommend to your city or town that such type of spraying be undertaken (based on technical information that our program collects), and whereby we advise you that your municipality should then officially request that we take such spray actions. However, in many instances it will be more a matter of your first contacting us on an **event-by-event** basis that you want Mosquito Control to apply adulticides (which could be determined by your municipality as being necessary or desirable for us to undertake via several avenues, such as your hearing from your citizens or constituents about intolerable local mosquito infestations, or by other means or devices that your city or town might have at your disposal).

The Mosquito Control Section also requires all participating municipalities **to prepare and sign a waiver on official city / town letterhead** permitting spray applications by low-flying aircraft, in order to comply with Federal Aviation Administration (FAA) regulations, and return such to us when done. Additionally, we have included a map of your city / town's area **for your municipality to delineate its current incorporated boundaries**; and for you **to also indicate and delineate requests for human health-related adulticide No-spray Zones (if any)** in regard to adulticide aerial spraying, adulticide ground spraying, or both. In regard to requesting any human-health-related adulticide No-Spray Zones, you will then also have to follow-up with additional information when making such requests in accordance with our Mosquito Control Spray Policy.

Information about the products we use

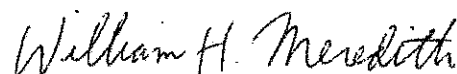
We have provided links to Dropbox.com (an online file hosting service) which contains insecticide product labels and Safety Data Sheets (SDS) for the insecticides mentioned in our Spray Policy; these constitute the range of products that we might use this upcoming season. [Please view these product labels and SDS here: <https://tinyurl.com/MCS-Products>; and our Mosquito Control Spray Policy here: <https://tinyurl.com/MCS-Spray-Policy>.] These written materials, although technical in nature, can provide a wealth of information to any concerned individuals regarding an insecticide's safety for human health, wildlife, or the environment. We only use EPA-registered products for the purpose at-hand, safely done in full accordance with federally-approved label instructions. Please note that we also send our Spray Announcements to you throughout the control season via e-mail, and that you can also receive notice of this via our new Spray Zone Notification System (SZNS), with more details about the latter in our Spray Policy. We have also provided a Dropbox link to our public information handout *Mosquito Control in Delaware*, which you can reproduce and use however you see fit.

If your city or town wishes to participate in the Section's mosquito control program next season, please sign and return **by no later than COB on Monday, March 13, 2023**:

1. the enclosed Municipality Endorsement;
2. an FAA waiver letter, on your municipal letterhead, giving us permission to aerially spray over your city or town;
3. the enclosed Municipality Boundary Map, where you have drawn your municipality's current boundaries along with any changes since last year, or have indicated any requested No-spray Zones.

Your response, no matter where in Delaware you might be located, should be emailed to Mosquito.Control@delaware.gov or mailed to **Delaware Mosquito Control Section, 1161 Airport Road, Milford, DE 19963 (attn. Anne Newlin)**. If you have any questions, please call me at 302-739-9917. Thank you for your cooperation.

Sincerely,



William H. Meredith, Ph.D.
Environmental Program Administrator
Delaware Mosquito Control Section

Encl:	Dropbox link to Mosquito Control Spray Policy:	https://tinyurl.com/MCS-Spray-Policy
	Dropbox link to product labels and Safety Data Sheets (SDS):	https://tinyurl.com/MCS-Products
	Municipality Endorsement form (to sign and return)	
	Municipality Boundary Map (to indicate boundaries and return)	
	Dropbox link to an informational handout on Mosquito Control:	https://tinyurl.com/MC-in-Delaware

MUNICIPALITY ENDORSEMENT

MOSQUITO CONTROL SPRAY POLICY

A. I hereby certify that the **City of Seaford** has received from the Delaware Mosquito Control Section (MCS) for the year **2023** a copy of the Mosquito Control Spray Policy, along with electronic product labels and Safety Data Sheets (SDS) for the insecticides mentioned in the Spray Policy via Dropbox.com at <https://tinyurl.com/MCS-Products>.

B. On behalf of the City / Town in regard to participating in and permitting the Section's mosquito control spray activities to occur this year (from March through mid-November) within our jurisdictional boundaries: (please check one):

_____ I agree to allow MCS to undertake its spraying activities within the City / Town to be done in adherence to and per provisions of the Mosquito Control Spray Policy.

OR

_____ I do not request the Section's mosquito control spray services this year within City / Town boundaries.

C. In event of agreeing to participate and permit mosquito control activities within the City / Town, I have enclosed:

- 1) a Municipality Boundary Map showing the current boundaries along with any changes since last year, as well as identifying and delineating on the map any requested human health-related No-spray Zones (if any), but which will then require further follow-up on my part in accordance with your Mosquito Control Spray Policy;
- 2) a signed waiver prepared on official City / Town letterhead permitting spray applications by low-flying aircraft.

D. In event of agreeing to participate and permit mosquito control spraying within the City / Town, the municipal contact person is _____ at phone number _____ and e-mail address _____.

As a second municipal contact, his/her alternate is _____ at phone number _____ and e-mail address _____.

E. Please note that the Mosquito Control Section will send Spray Announcements to the provided e-mail addresses, as warranted, throughout the control season. For further details on the Spray Zone Notification System (SZNS), please see the Mosquito Control Spray Policy.

(Signature of municipal official)

(Title of municipal official)

(Date)

*Please return endorsement, updated map, and FAA waiver by **Monday, March 13, 2023:** electronically to Mosquito.Control@delaware.gov or via mail service to Delaware Mosquito Control Section, c/o Anne Newlin, 1161 Airport Road, Milford, DE 19963*

NB #5
2/28/23

NB #1
3/14/23

CHARTER OF SEAFORD

of Seaford shall serve as Mayor or City Councilperson during such time as he/she is a full-time employee of the City of Seaford; and

- (2) At least eighteen (18) years of age; and
- (3) A non-delinquent taxpayer of all capitation and property taxes of the City of Seaford for at least one (1) year next preceding the annual election. 65 Del. Laws, c. 249
- (4) shall not have been convicted of a felony. 76 Del. Laws, c. 153

Method Of Making Nominations For Mayor And City Councilman.

Section 6. The candidates for Mayor and City Councilman shall be nominated as follows:

- (a) For each election of Mayor and City Councilman, the City Manager shall post a notice of solicitation of candidates conspicuously in the City Hall at least twenty (20) days prior to the filing deadline for the offices up for election. Such notice shall include the term(s) of each office up for election, the dead line and procedure for declaring candidacy for an office up for election, the qualifications for holding each office and information about how to obtain absentee ballots.
- (b) Each candidate shall notify the City Manager in writing of their candidacy for the office of either Mayor or City Councilman; or five (5) or more persons qualified to vote in the annual election may file the name of the candidate for the office of Mayor or City Councilman with the City Manager provided that the candidate endorses his/her written consent thereon.
- (c) All such notifications of candidacy must be filed with the City Manager on or before the close of business on the Last Friday in February in the year of the annual election next ensuing; and thereupon, it shall be the duty of the City Manager to have a list of names of all candidates so filed with him/her printed in a newspaper published in the City of Seaford on the First Thursday in the month of April in the year of the said annual election next ensuing; or in the event that no newspaper is published in the said City, publication may be had in a newspaper having general circulation in the community. 76 Del. Laws, c. 153; 80 Del. Laws, c. 101; 83 Del. Laws, c. 64;

Manner Of Holding Annual Elections.

Section 7.

The annual municipal election shall be held on the Third Saturday in April of each and every year. The polls shall be opened at Seven (7) a.m. and shall close at three (3) p.m. prevailing time unless only one (1) candidate has been nominated for each office which has expired and for which nominations have been received. If there is only one (1) official candidate for any office and no formal opponent, the official candidate shall assume office without the holding of a formal election for that office. All voting shall take place in the City Hall of the City of Seaford. 80 Del. Laws, c. 101

(A)

(A) Voter Qualifications.

At such Annual Election, the following shall be permitted to vote:

(1) Every natural person, male or female who shall have attained the age for voting as established by the State of Delaware for voting in a General Election and who shall be a bona fide resident of the City of Seaford as of the day of final registration next preceding the Annual Election shall have one (1) vote. For purposes of this provision, "bona fide resident" means a permanent, full-time resident of the City.

(2) Every owner of property in the City as of the day of final registration next preceding the Annual Election, whether a natural person or artificial entity, including but not limited to corporations, partnerships, trusts, and limited liability companies, and who is registered to vote in the book of registered voters maintained at City Hall, shall have one (1) vote. An artificial entity shall be a domestic entity in the State of Delaware, and each non-resident natural person of the City of Seaford who shall have obtained the age for voting established by the State of Delaware for voting in a General Election and who shall have been a freeholder of property in the City of Seaford for a period of six (6) months immediately preceding the date of the Annual Election shall have one (1) vote provided he or she is registered according to at least one (1) of the following methods:

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(3) These provisions shall be construed in accordance with the principle of "one person/entity/one vote." Where a voter is entitled to vote by virtue of being both a resident and an owner of real property, that voter shall be entitled to only one (1) vote; where a voter is entitled to vote by ownership of two (2) or more parcels of real property, that voter shall be entitled to only one (1) vote.

(4) Any legal entity, other than a natural person entitled to vote, must cast its vote by a duly executed and notarized power of attorney from the legal entity granting the authority to cast its vote to its designated attorney-in-fact. Such power of attorney shall be surrendered to the election officials as of the day of final registration next preceding the Annual Election and the election officials shall file the same at City Hall. Such power of attorney so filed shall constitute conclusive evidence of the right of said person to vote in the election on behalf of the legal entity granting the power. The person casting the ballot for such entity shall be age 18 on or before the date of the election and a citizen of the United States.

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(B) Voter Registration

Registration of qualified voters shall be as follows:

(B)

- (i) Commencing with the 2024 municipal election, voter registration for ~~natural persons~~ residents and artificial entities residing inside the City of Seaford limits shall be done through the State of Delaware, Department of Elections and by electronic registration pursuant to the Online Registration System of the State of Delaware; and:
- (ii) Non-resident property owners shall be registered in the "Book of Registered Voters" of the City of Seaford. The City Council of the City of Seaford shall provide one (1) register to be known as the "Book of Registered Voters" which is to be kept at City Hall. The Book of Registered Voters shall contain the following information for each registrant: the name of the registered voter arranged in alphabetical order, the permanent address of the voter, the date the registrant became a resident of the City of Seaford, the date the registrant became a freeholder of the City of Seaford, the birth date of the voter and any other pertinent information. No person shall be registered upon the Book of Registered Voters unless such person will have acquired the qualifications to vote in the Annual Election for the year in which such person

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or numbering

registers. A person shall be required to register only one (1) time; provided, however, that the name of a registered voter shall be removed from the Book of Registered Voters by the City Manager upon the death of the registered voter, removal from the City of a registered voter, or loss of any other qualification to vote as prescribed herein, and notice sent to said registered voter at his last known address by certified mail with return receipt requested advising such registered voter that his name has been removed from the Book of Registered Voters and that it will be necessary to register again in order to be eligible to vote in the Annual Election except that no notice be sent when removal is caused by the death of the registered voter. The Book of Registered Voters shall be maintained in the office of the City Manager and shall be conclusive evidence of the right of any person to vote in the Annual Election. A person may register at City Hall during the regular business hours of such office until the close of business of such office on the Fourth Friday in the month of March by completing such forms as may be required by the City. For all purposes of this Charter, a freeholder shall be deemed to include any natural person who holds fee simple title to real property to his own name or who holds title to an undivided interest in real property, or who holds title to real estate as a joint tenant or as a tenant by the entirety. 83 Del. Laws, c. 64;

- (C) Absentee voting shall be permitted in all municipal elections in conformity with Chapter 75 of Title 15 of the Delaware Code.
- (D) The Mayor shall submit to the City Council, for its approval, the names of three individuals to serve as the City's Board of Elections pursuant to 15 Del.C. § 7551. The purpose of the Board of Elections shall be to oversee the municipal election in conformity with Chapter 75 of Title 15 of the Delaware Code. The Mayor shall also submit to the City Council, for its approval, the names of five (5) individuals to serve as the City's Election Officers pursuant to 15 Del. C. § 7556. The Election Officers and the members of the Board of Elections shall serve for such term as determined by the City Council. 83 Del. Laws, c. 64;
- (E) All municipal elections of the City of Seaford shall be conducted in conformity with Chapter 75 of Title 15 of the Delaware Code. 76 Del. Laws, c. 153

Organization And Annual Meeting Of Council.

Section 8.

Before entering upon the duties of their respective offices, the Mayor elect, and the Councilmen elect, shall be sworn by a Notary Public to faithfully and impartially perform the duties of their respective offices with fidelity. At 7:00 o'clock P. M. on the Second Tuesday in the Month of May following the annual election, the Mayor and City Council shall meet at the Council Chamber and the newly elected officers shall assume the duties of office, being first duly sworn or affirmed to perform their duties with fidelity as aforesaid.

- (B) At this annual meeting, on the Second Tuesday in the month of May in each and every year, the City Council shall organize and elect, by ballot, Vice-Mayor, who shall hold office for the term of one year, or until his successor shall be duly elected.
- (C) There shall be twenty-four stated regular meetings of the City Council to be held on the second and fourth Tuesday of each month. The City Council shall have the power to enact ordinances, adopt resolutions, pass motions, make orders and transact all business at these executive meetings. The regular meeting held on the Fourth Tuesday of each month shall be open to the public and the City Council shall have the power to enact ordinances, adopt resolutions, pass motions, make orders and transact all necessary business at these open meetings. The date of any regular meeting of the City Council, as defined in this Act may be changed by resolution passed by a majority of the elected members of the City Council without notice to the general public. 66 Del. Laws, c. 327; 83 Del. Laws, c. 64;

Special Meetings.

Section 9.

A special meeting may be called by the Mayor upon his own motion and shall be called by him upon the request of a majority of the elected members of the Council. The said date, hour, and place of such special meeting shall be designated by the Mayor, but in no event shall it be later than five (5) days after the written request is made by the members of the City Council. Failure to call such a meeting may be cause for removal of the Mayor. The City Council shall have the same power and authority to enact all ordinances, adopt all resolutions, pass all motions, make all orders, and transact all other

CHARTER OF SEAFORD

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- (3) A non-delinquent taxpayer of all capitation and property taxes of the City of Seaford for at least one (1) year next preceding the annual election. 65 Del. Laws, c. 249
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- (b) Each candidate shall notify the City Manager in writing of their candidacy for the office of either Mayor or City Councilman; or five (5) or more persons qualified to vote in the annual election may file the name of the candidate for the office of Mayor or City Councilman with the City Manager provided that the candidate endorses his/her written consent thereon.
- (c) All such notifications of candidacy must be filed with the City Manager on or before the close of business on the Last Friday in February in the year of the annual election next ensuing; and thereupon, it shall be the duty of the City Manager to have a list of names of all candidates so filed with him/her printed in a newspaper published in the City of Seaford on the First Thursday in the month of April in the year of the said annual election next ensuing; or in the event that no newspaper is published in the said City, publication may be had in a newspaper having general circulation in the community. 76 Del. Laws, c. 153; 80 Del. Laws, c. 101; 83 Del. Laws, c. 64;

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- (2) Every owner of property in the City as of the day of final registration next preceding the Annual Election, whether a natural person or artificial entity, including but not limited to corporations, partnerships, trusts, and limited liability companies, and who is registered to vote in the book of registered voters maintained at City Hall, shall have one (1) vote. An artificial entity shall be a domestic entity in the State of Delaware.
- (3) These provisions shall be construed in accordance with the principle of "one person/entity/one vote." Where a voter is entitled to vote by virtue of being both a resident and an owner of real property, that voter shall be entitled to only one (1) vote; where a voter is entitled to vote by ownership of two (2) or more parcels of real property, that voter shall be entitled to only one (1) vote.

- (4) Any legal entity, other than a natural person entitled to vote, must cast its vote by a duly executed and notarized power of attorney from the legal entity granting the authority to cast its vote to its designated attorney-in-fact. Such power of attorney shall be surrendered to the election officials as of the day of final registration next preceding the Annual Election and the election officials shall file the same at City Hall. Such power of attorney so filed shall constitute conclusive evidence of the right of said person to vote in the election on behalf of the legal entity granting the power. The person casting the ballot for such entity shall be age 18 on or before the date of the election and a citizen of the United States.

(B) Voter Registration

Registration of qualified voters shall be as follows:

- (i) Commencing with the 2024 municipal election, voter registration for natural persons and artificial entities residing inside the City of Seaford limits shall be done through the State of Delaware, Department of Elections and by electronic registration pursuant to the Online Registration System of the State of Delaware; and:
- (ii) Non-resident property owners shall be registered in the "Book of Registered Voters" of the City of Seaford. The City Council of the City of Seaford shall provide one (1) register to be known as the "Book of Registered Voters" which is to be kept at City Hall. The Book of Registered Voters shall contain the following information for each registrant: the name of the registered voter arranged in alphabetical order, the permanent address of the voter, the date the registrant became a resident of the City of Seaford, the date the registrant became a freeholder of the City of Seaford, the birth date of the voter and any other pertinent information. No person shall be registered upon the Book of Registered Voters unless such person will have acquired the qualifications to vote in the Annual Election for the year in which such person

registers. A person shall be required to register only one (1) time; provided, however, that the name of a registered voter shall be removed from the Book of Registered Voters by the City Manager upon the death of the registered voter, removal from the City of a registered voter, or loss of any other qualification to vote as prescribed herein, and notice sent to said registered voter at his last known address by certified mail with return receipt requested advising such registered voter that his name has been removed from the Book of Registered Voters and that it will be necessary to register again in order to be eligible to vote in the Annual Election except that no notice be sent when removal is caused by the death of the registered voter. The Book of Registered Voters shall be maintained in the in the office of the City Manager and shall be conclusive evidence of the right of any person to vote in the Annual Election. A person may register at City Hall during the regular business hours of such office until the close of business of such office on the Fourth Friday in the month of March by completing such forms as may be required by the City. For all purposes of this Charter, a freeholder shall be deemed to include any natural person who holds fee simple title to real property to his own name or who holds title to an undivided interest in real property, or who holds title to real estate as a joint tenant or as a tenant by the entirety. 83 Del. Laws, c. 64;

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- (B) At this annual meeting, on the Second Tuesday in the month of May in each and every year, the City Council shall organize and elect, by ballot, Vice-Mayor, who shall hold office for the term of one year, or until his successor shall be duly elected.
- (C) There shall be twenty-four stated regular meetings of the City Council to be held on the second and fourth Tuesday of each month. The City Council shall have the power to enact ordinances, adopt resolutions, pass motions, make orders and transact all business at these executive meetings. The regular meeting held on the Fourth Tuesday of each month shall be open to the public and the City Council shall have the power to enact ordinances, adopt resolutions, pass motions, make orders and transact all necessary business at these open meetings. The date of any regular meeting of the City Council, as defined in this Act may be changed by resolution passed by a majority of the elected members of the City Council without notice to the general public. 66 Del. Laws, c. 327; 83 Del. Laws, c. 64;

Special Meetings.

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NB #3
2/28/23

OB #2
3/14/23

ORDINANCE #20~~17~~23 - 01-03

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 5, of the Municipal Code of Seaford, Delaware relating to "Businesses", in the manner following, to wit:

Chapter 5 of the Municipal Code of Seaford, Delaware is hereby amended by adding § 5.4.9 Nuisance Property. ARTICLE 4 "RENTAL LICENSE" to read as shown on the following pages.

702/1128/17 2023	First Reading Date
8/22/17	Second Reading Date & Adoption
9/07/17	Advertisement Date
7/01/18	Effective Date of Ordinance

The City of Seaford

By: _____ Witness: _____
Mayor

Attest: _____
City Manager

CHAPTER 5 – BUSINESSES

ARTICLE 4 – RENTAL LICENSE*[Amended on 08/22/2017 by Ordinance #2017-03]**[Amended on --/2023 by Ordinance #2023-01]***§ 5.4.1 Definitions.**

For the purposes of this article, the following definitions shall apply:

Dwelling Unit - Consists of one (1) or more rooms for living purposes containing separate cooking and sanitary facilities and is accessible from the outdoors either directly or through an entrance hall shared with other dwelling units and is used or intended to be used by one (1) or more persons living together and maintaining a common household, but with no more than three (3) unrelated persons within the unit.

Person(s) - Individuals, partnerships, firms, companies, associations and corporations.

Rental unit - A dwelling unit, as defined in this code, which is rented or leased to a person or persons, who is not the owner of the dwelling unit.

§ 5.4.2 Annual license required; applicability.

No person(s) shall engage in the business of providing dwelling units for rent &/or lease within the City limits without first having paid the prescribed fee and having obtained from the City of Seaford an annual license for each rental dwelling unit.. This ordinance shall apply to all dwelling units within the City of Seaford, Delaware.

§ 5.4.3 Application procedure.

- A. New applications for a license required by §5.4.2 hereof, shall be made on the prescribed form to the City of Seaford, and no license shall be granted until the license fee shall have been paid in full.
- B. Each such license and such application shall specify to whom it shall be issued and give the following information:
 1. The home and business address, email address, and telephone numbers of the applicant including cell phone if one is owned.
 2. If the applicant is a partnership, the names and addresses, email addresses and telephone numbers including cell phone of the individuals composing the partnership.
 3. If the applicant is a corporation, the names and addresses, email addresses, and telephone numbers including cell phone of the principal officers of the corporation.
 4. A full description of the person(s) to whom the unit is leased or rented.
 5. The specific location of the rental unit.
 6. The number of rental units &/or number of rental rooms during the license year.

- C. Each license applicant and each licensee shall certify in writing, on a form prepared by the City, as follows:
1. The information on the application is true and correct and that a false answer can subject the application to denial of a license or revocation of a license;
 2. The applicant has consistently complied with all provisions of this chapter and all other laws and ordinances of the City of Seaford and other jurisdictions relating to the enterprise for which the license is required, including applicable zoning and building codes, and shall continue to do so throughout the term of the license;
 3. Yearly renewal applications for a license required by § 5.4.2 shall validate the renewal information on the form generated by the City of Seaford and make any changes and/or corrections as needed. No license shall be granted until the license fee shall have been paid in full and the renewal form signed.
- D. Address corrections and/or changes to existing licenses may be made on the yearly renewal form or a change of address form to the City of Seaford. It is the responsibility of the license holder to notify the City of Seaford in writing of any changes. It is further the responsibility of the license holder to notify the City of Seaford in writing if it is no longer valid.

§ 5.4.4 Investigation of applicants.

- A. The City Manager or designee may, when cause appears, investigate and review all applications for licenses within the limits of the City of Seaford, to determine:
1. If the activity for which a license has been requested is prohibited by any ordinance of the City or law of the State of Delaware;
 2. Whether or not a functioning smoke-detector device is located within a rental unit;
 3. Whether or not the number of persons in a leased dwelling unit or building is in compliance with the Housing Code and other codes;
 4. If the license holder or applicant otherwise lacks qualifications to hold a license, pursuant to the terms of this chapter, the City Manager or designee shall not issue any license;
 5. The City Manager or designee may revoke or suspend a license, in part or in its entirety, if it is found that the license holder or applicant does not comply with the requirements of this chapter.

§ 5.4.5 Appeals from decisions of the City Manager.

- A. Any person aggrieved by the decision of the City Manager may, within five business days, make an appeal to the City Council by giving written notice of his or her election to do so to the office of the City Manager and upon payment of a fee as published in the "City of Seaford Schedule of Fees and Rates".
- B. The City Manager shall notify the Mayor, who shall schedule the appeal hearing at a regular City Council meeting after giving notice of the hearing in a newspaper of local circulation at least 10 days prior to said hearing.

§ 5.4.6 License fees.

- A. License fees, as established by City Council, shall be paid to the City of Seaford for the renting/leasing of dwelling units.
- B. License fees shall not be prorated.
- C. All license fees shall be due and payable to the City of Seaford no later than the first business day of January of each year, and all licenses shall expire on the 31st day of December following.

§ 5.4.7 License restriction; revocation.

- A. It shall be a condition to the issuance of any and all licenses under this chapter that the units licensed shall be used and operated only for lawful purposes.
- B. The right of the City Council or its other representative in its discretion to refuse to grant any license and to revoke any license previously granted, for failure to comply with the requirements of this chapter, is hereby specifically reserved.

§ 5.4.8 Governmental organizations.

No license fee shall be charged for a license issued to any Federal, State, County or City of Seaford building or unit.

§ 5.4.9 Nuisance Property.

- A. Any rental unit that violates the provisions of the adopted codes of the City of Seaford and/or generates any criminal nuisance violations three (3) times within a twelve (12) month period shall be considered a nuisance property.
- B. Notice of violations shall be sent to the owner of record via certified mail at the last known address with return receipt requested.
- C. After a rental unit is deemed a nuisance property all fees and fines defined in this chapter shall be tripled for a term of five (5) years.
- D. If violations under subsection A of this section continue during the five (5) year term the owner's rental license shall be revoked for the subject rental unit and the rental unit will be condemned and unoccupied for a minimum of one (1) year.
- E. A nuisance property designation shall be removed only after the five (5) year term, or the property changes ownership to a legal entity which is not owned or controlled by the current owner.
- F. Any person aggrieved by an action taken from this section may appeal such action as outlined in § 5.4.5 of this article.

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§ 5.4.910 Violations and penalties.

- A.G. Any person violating any part of this chapter shall, on conviction, be punished for each offense by a fine of not less than \$75 nor more than \$500, plus court costs

and Victims Compensation Fund assessment, and each separate day in which any of the provisions of this chapter are violated shall constitute a separate and distinct offense.

B.H. In addition to the penalties prescribed in Subsection A of this section, the City Council may direct the City Solicitor to proceed at law or in equity against the person responsible for the violation for the purpose of ordering that person to restrain from any act in violation of these licensing provisions.

§ 5.4.101 License Transferability.

- A. Upon transfer of property ownership the licenses holder shall immediately notify the City of Seaford.
- B. The new property owner shall provide all necessary and required information to the City Manager or designee within 30 days of transfer.
- C. No prorated fee shall be charged for the remainder of the year.

§ 5.4.112 through § 5.4.99 RESERVED