

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
June 28, 2016
SEAFORD CITY HALL - 414 HIGH STREET

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Executive Session - Personnel Appeal Hearing
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on June 14, 2016.

CORRESPONDENCE:

1. DNREC letter of commendation for the Waste Water Treatment Plant's Compliance Sampling & Inspection performed May 23, 2016.

NEW BUSINESS:

1. Charles Anderson, ACM to present information on the Soroptimist Park clean up completed by the Gethsemane Youth Group.
2. Lynn Betts and Susan Kent to present information on the Community and Occupational Service Station located in Seaford.
3. Present the recommendation for the Third Street "No Parking" areas.
4. Present the request from Hooper's Landing Golf Management to add parking to the site.
5. Present the bids and recommendation for the new Recreation Vehicle.
6. Present the bids received for the repairs and maintenance of the City and Seaford School District tennis courts.
7. Present the agreement with Lighttower for the fiber service in the City of Seaford.
8. Present the non-budgeted expense for the replacement of the control modules in the two Automatic Transfer Switches at City Hall and the recommendation from the Electrical Engineer Rick Garner for these.

AGENDA

Regular Meeting of Mayor and Council
June 28, 2016

NEW BUSINESS (CONTINUED):

9. Present the appointment of the Records Officer and Authorized Agents for FY2017 with the Delaware Public Archive.
10. Present for approval the sidewalk agreement and easement agreement with Meadowbridge Associates, L.P.

OLD BUSINESS:

1. Present Purchase and Sale Agreement for approval dated October 23, 2015 which was tabled October 27, 2015 until the subdivision and sale of land to another owner was completed.
2. Present for approval the City of Seaford Compensation Study - 2016 which was tabled June 14, 2016.
3. Present for approval the City of Seaford Compensation Policy which was tabled June 14, 2016.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. July 4th Holiday on Monday with all City and Utilities Offices closed.
2. Public Hearings scheduled for Pine Street Electrical Substation Expansion and Reconstruction including other distribution work for 7 p.m. on July 14 and July 28, 2016.

COMMITTEE REPORTS:

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

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of a personnel appeal hearing.

Page 3

AGENDA

Regular Meeting of Mayor and Council
June 28, 2016

EXECUTIVE SESSION:

1. Personnel appeal hearing.

Mayor Genshaw reopens the regular meeting following the Executive Session.

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))



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
DIVISION OF WATER

C-1
6/28/16



Agenda
6/28/16

Surface Water
Discharges

Phone: (302) 739-9946
Fax: (302) 739-8369

June 2, 2016

Town of Seaford - WWTP
Mr. Berley A. Mears, III – Public Works Superintendent
P.O. Box 1100
414 High Street
Seaford, DE 19973

Re: Compliance Sampling & Inspection (CSI) – May 23, 2016
NPDES Permit No. DE-0020265

Dear Mr. Mears:

On behalf of the State of Delaware, Surface Water Discharges Section, Compliance Branch, I would first like to thank Bryant Tiff, Dave Sattelberg, and all of the operators at the Seaford WWTP, for their cooperation and assistance during the Compliance Sampling & Inspection (CSI) completed at the Seaford WWTP on May 23, 2016.

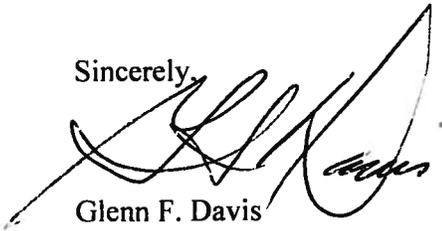
Laboratory records, reagents, instrumentation, and methods were found to be within NPDES requirements. Overall WWTP operation and plant/laboratory housekeeping were excellent. Data handling and traceability were found to be very acceptable, and all data & reports requested were produced in a timely manner. The November 2015 and February 2016 DMR's were reviewed and I found that all entries were as reported by analytical (both in-house and contract labs), all calculations were correct, and all entries were accurate.

During this CSI, there were no apparent or observable deficiencies and I would like to commend everyone at City of Seaford, Wastewater Treatment Plant for their efforts; it is quite evident that the personnel at the City of Seaford WWTP take their jobs seriously, and are committed to operating their facility in a very professional manner.

Seaford WWTP
CSI – May 23, 2016
Page Two

I would again like to thank Bryant Tift, and all of the plant personnel for their cooperation and participation in this Compliance Sampling Inspection program to help assure the continued quality of NPDES effluent waters and the self-reporting data. If you have any questions, please contact me at 302-739-9946.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glenn F. Davis', written over a light blue horizontal line.

Glenn F. Davis
Program Manager
Compliance & Enforcement Branch
Surface Water Discharges Section
State of Delaware – DNREC

ecopy: Bryant Tift – Seaford WWTP Operations Coordinator
Bryan Ashby – DNREC
Nicole Smith – DNREC

N.B. 3
6/29/16

MEMORANDUM

TO: Dolores Slatcher, City Manager

CC: Lt. Richard Jamison
Berley Mears, Public Works Director

FR: Charles Anderson, Assistant City Manager

RE: Third Street "No Parking" Areas

DT: 5/31/16

As you requested, Lt. Jamison, Berley Mears and I reviewed the existing no parking markings and signage on the north side of Third Street between Market Street and Arch Street. During our site visit we noted that the road width is 25' +/-; this width will not permit parking of cars on both sides of the road. We noted that one existing no parking sign exists on the north side of the road and it is very faded. Additionally we noted that portions of the existing curbing were yellowed denoting no parking at the intersections and at several of the driveways.

We would like to also note that a similar signage and painting scenario exists on Third Street west of this location between Arch Street and Pine Street.

After our review of the location and discussion, we would like to recommend the removal of the existing no parking signage in both blocks and the painting of the curbing on the north side of Third Street between Market Street and Pine Street yellow to prohibit parking. Our recommendation is based on the following:

1. The existing road width does not support parking on both side of the road and two way traffic.
2. The existing no parking signs on Third Street do not currently mark the beginning and end of the zone as necessary to convey the restriction to the traveling public.

If you have any questions, contact any of us.

N.B. 4
6/28/16



June 16, 2016

Dear Mayor and Council:

Good news! Hooper's Landing Golf Course rounds are increasing, Nanticoke Senior Center is thriving and the Seaford swim center pool is now full of kids. However, this growth has created a situation with parking.

Hooper's Landing averaged over 100 players a day for the first week in June. Every year we see the rounds continue to improve. We have heard wonderful compliments from our members and guests about course conditions and our service. Our tournament schedule is growing too. Tournaments are an important part of the course's success and require more parking spots than we currently have.

I have spoken with a representative of the Nanticoke Senior Center about the number of people they see on a daily basis. The center averaged over 140 people a day the first week in June. They also are booking weekend events that usually exceed 100 people. The Senior Center is an important service for our community. For the center to operate efficiently, adequate and convenient parking is a must.

The swim center also has started off well this year with an average of 30 to 40 people a day. It is great for our community having these 3 community services in one location. With the success of all 3 it has created a major parking issue. The parking lot currently has only 97 normal parking spots and 7 handicap spots. Almost every day there are seniors having to park on the street and families having to park across the street at the elementary school to use the pool.

I am asking the Mayor and Council to consider using both of the unused tennis courts behind the golf shop for additional parking. There are 2 double tennis courts that have not been used in over a year and are not usable for tennis without repairs. Our hope is this area would provide an additional 80 parking spots. We are working hard to keep our rounds and revenue growing. Without more parking it will be impossible to continue this growth. Thank you for your consideration.

Sincerely,

Michael Connor
Head Golf Professional
Hooper's Landing Golf Course

N.B.5
6/28/16



City of Seaford
Department of Parks & Recreation
320 Virginia Ave., Seaford, DE 19973

To: Dolores Slatcher, City Manager **From:** Kathryn Hickey, Parks & Recreation

Re: Recreation Vehicle Bid Recommendation **Date:** 6/10/2016

CC: Charles Anderson, Asst. City Manager

Urgent For Review Please Comment Please Reply

Dolores,
I'm recommending that we accept the Bid for the "2017 Ford Escape" from the apparent low bidder, Hertrich Fleet Services, and also accept the trade-in offer option, for the final price of **\$18,194.00**.

<i>Bidder</i>	<i>Vehicle Value</i>	<i>Trade In Value</i>	<i>Net Price</i>
Hertrich Fleet Services	\$19,994.00	\$1,800.00	\$18,194.00
IG Burton	\$21,651.00	\$800.00	\$20,851.00

Thank You,
Kathryn Hickey
Superintendent of Parks & Recreation

N.B.L
6/28/16

MEMORANDUM

TO: Dolores Slatcher, City Manager

FR: Charles Anderson, Assistant City Manager

RE: School Lane Tennis Court Repairs

DT: June 22nd, 2016

The City received two bids for the above referenced project on June 15th, 2016. Please see the tabulation of the bids received below:

Bidder	Courts 1-6	Courts 7-10	Total Bid
Mid Atlantic Asphalt, Inc.	\$44,255.00	\$26,743.00	\$70,998.00
American Tennis Courts	\$23,872.00	\$23,872.00	\$47,744.00

After reviewing the submitted documentation and checking with references provided by the bidder, it is my recommendation that the bid be awarded to the low bidder American Tennis Courts Inc.

Should you have any questions, please contact me.

Thank you.

N.B. 7
6/28/16

RIGHT OF USE AGREEMENT

This Right of Use Agreement (the "Agreement") is executed as of the ___ day of June, 2016, between Fiber Technologies Networks, L.L.C. dba Lighttower ("Lighttower"), a New York limited liability company, and Seaford, Delaware (the "City"), a municipal corporation.

WITNESSETH:

WHEREAS, Lighttower will offer telecommunications services to customers located in Seaford, Delaware; and

WHEREAS, Lighttower desires to place communications facilities underground within conduits, ducts, mains and/or pipes and overhead on poles, which communications facilities are or will be located under and on rights-of-way controlled by the City; and

WHEREAS, the City is willing to permit, under certain conditions, the construction of a communications system and placement of communications facilities on the rights-of-way controlled by the City;

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. As additional consideration for granting Lighttower a Right of Way Certificate of Registration, Lighttower will provide to the City two strands of fiber residing in a Lighttower fiber-optic cable wherever Lighttower has installed such a cable within the municipal limits of the City on the date of execution of this Agreement. The City will not be charged for such two strands. Lighttower shall have the sole right to physically splice any connection between the two Lighttower strands devoted to the City's use in accordance with this paragraph and other fiber strands owned or controlled by the City that the City wishes to connect to any of its two strands within the Lighttower cable, with the City bearing financial responsibility for any such splicing by Lighttower.
2. The term of this Agreement shall be one year from the date of execution and shall renew automatically unless terminated by the City within thirty (30) days' notice. This Agreement also will terminate in the event that Lighttower, or its successors or assigns do not have the right to place its facilities in the City's Right of Way.
3. The City shall not use the two strands of fiber in a manner that physically or electronically interferes in any way with, or otherwise adversely affects the use of the Lighttower network, fibers, cable, or the fiber, cable, or equipment of any other party along the route segments.
4. All routine maintenance and repair functions and emergency maintenance and repair functions shall be performed by Lighttower or its designee for the duration of this Agreement.

5. Lighttower shall provide reasonable advance notice to the City of any maintenance or repairs that may affect the two strands to be used by the City.
6. Should the City decide to discontinue the use of all or part of the fibers allocated for its use under this Agreement, it may do so by informing Lighttower in writing, with thirty (30) days' advance notice, in connection with the procedures outlined in Section 10 below.
7. To the extent allowable by law, the City shall indemnify and hold Lighttower harmless from and against any and all losses, claims, suits, or demands for damages to property or persons arising out of the City's use of the two aforementioned strands of fiber.
8. Each party represents and warrants to the other with respect to the rights and obligations contained herein:
 - (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
 - (b) this Agreement constitutes a legal, valid, binding obligation enforceable against such party in accordance with its terms; and
 - (c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or orders of any local, state, or federal government agency, court, or body.
9. The City shall not assign or transfer this Agreement without the written consent of Lighttower, such consent not to be unreasonably withheld or delayed. Further, Lighttower shall not assign or transfer this Agreement without the written consent of the City, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Lighttower may assign this Agreement without the consent of the City to an entity that controls, is controlled by, or is under common control with, Lighttower. Furthermore, nothing in this provision shall be construed as prohibiting Lighttower from entering into secured financing arrangements involving the communications systems or facilities.
10. The City may utilize the aforementioned two fiber strands to obtain bandwidth and provide broadband (and other) connectivity to customers with their network. The City shall work with Lighttower to provide an appropriate level of bandwidth for service, and the City shall pay the commensurate fee for the service. The intention of the City is to contract with a network operator to provide service to schools, libraries (thru the ERATE Program if possible) businesses, and residents that would be connected to the fiber network directly or via wireless technologies. The intention of the City is to improve broadband offerings to the City, its residents, business owners and institutional entities. The intention is not to compete directly with Lighttower and their business model but to partner, complement and leverage the opportunity that the installed infrastructure provides. The City will meet with Lighttower to determine service parameters for each scenario.

11. This Agreement shall extend to and bind the successors and assigns of the parties hereto.

12. Notice required under this Agreement will be addressed as follows:

If to Lightower:

Natasha Ernst
Assistant General Counsel
Lightower Fiber Networks
300 Meridian Centre
Rochester, NY 14618

If to the City:

City Manager
City of Seaford
P.O. Box 1100
414 High Street
Seaford, DE 19973

Notices shall be mailed to the addressee by registered or certified mail, return receipt requested, with postage prepaid, or delivered by reputable courier service, with signed evidence of receipt, and shall be deemed delivered when received or refused by the addressee.

13. This Agreement shall be governed by the laws of the State of Delaware.

14. This Agreement and any Exhibits referenced and attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Fiber Technologies Networks, L.L.C.

By: _____

Name: _____

Title: _____

The City of Seaford

By: _____

Name: _____

Title: _____

D. Slatcher

From: R. Garner
Sent: Tuesday, June 14, 2016 10:03 AM
To: C. Anderson
Cc: D. Slatcher; Public Works
Subject: City Hall transfer switch repairs
Attachments: Fidelity Quote 91396.pdf; PPS Quote SEA-KEE061016.pdf

N.B.B
6/28/16

Charles,

As you are aware, I have been having difficulty setting the exercise timer for the emergency generator at City Hall. The exercise timer is a function of the electronic control module located in the Automatic Transfer Switch (ATS). We have two ATS units at City Hall, each with the same model of control module. A site visit by a service technician from Fidelity Power has confirmed that the control modules in both ATS units are failing and need to be replaced. Although we were able to work around the exercise timer issue and both control modules responded properly to a power outage test, given the symptoms they are exhibiting we cannot guarantee reliable service in the future. The existing MPAC 1000 control modules are no longer manufactured by Kohler however the newer MPAC 1500 control module is a direct plug-in replacement and was recommended by the Fidelity Power service technician.

I have solicited quotes from four vendors to replace the two MPAC 1000 ATS control modules with MPAC 1500 ATS control modules. I received responses from Fidelity Power and Premium Power Services (our new generator maintenance contractor as of the end of June 2016). Of the other two vendors, one did not respond and the other could not quote the work because they are not an authorized Kohler service representative. Copies of the two quotes received are attached and are listed below.

Fidelity Power	\$6,964.80
Premium Power Services	\$4,139.25

To safely replace the control modules, power to the building must be interrupted so the work will need to be performed after business hours on a weekday evening or Saturday. Both quotes include overtime labor rates. I recommend accepting the quote from Premium Power Services for \$4,139.25 and scheduling the work as soon as practicable given the critical nature of the equipment functions.

Let me know if you have any further questions,

Rick Garner, P.E.
Electrical Engineer
City of Seaford
414 High St.
Seaford, DE 19973
302-629-9173 Office



Mr. Rick Garner
City of Seaford
414 High Street
Seaford, DE 19973

June 10, 2016

ATS Repair Proposal

Dear Rick:

Premium Power Services, LLC is pleased to submit the following proposal to perform repair services on the equipment listed below. The repairs will be performed as per NFPA and the manufacturer's specifications.

Scope of Services

Premium Power Services, LLC will provide the necessary labor, parts, equipment and supervision to perform the following:

City Hall, Kohler ATS's:

- Supply, Install, and Program (2) new MPAC 1500 ATS controllers in the Kohler ATS's.

At the completion of the services, a field services report will be provided detailing the repairs.

Pricing

The total price to provide the specified scope of services is:

Parts: (2) MPAC 1500 Standard Transition Controllers **\$3,236.25**

Labor: (1) Technician "***After Hours***" for installation, programming, and testing **\$903.00**

Scope/Pricing Assumptions

1. Any additional troubleshooting or repairs not included in the scope of services will be completed on a time-and-material basis.
2. Taxes are additional, if applicable.
3. Pricing is based on work being completed after normal business hours excluding Sundays and holidays.

Thank you for the opportunity to provide a proposal for this project. If you have any questions, please do not hesitate to contact me at 610-444-1232.

Sincerely,

Keith Eller

Proposal #: SEA-KEE061016

Signature: _____ Date: _____ PO #: _____

3 June 2016

Town of Seaford City Hall
44 N. High St.
Seaford, DE. 19973

Attention: Rick Gardner

Ticket No. 91396

We are pleased to quote the following on the Kohler model 200REOZJB emergency generator's Automatic Transfer switches controller's t, noted during our last visit. We are recommending the following service to insure the reliability of this emergency generator.

Provide parts and labor to,

- Replace two ATS 1000 MPAC controllers that have faulty LED display panels, exercise clocks not working. These controllers will not hold any generator perimeter settings.
- To be replaced with 2 new MPAC 1500 controllers.
- Note: Techs will need to interrupt power for a few minutes during this service while installing the new controllers.
- This quote has been priced to be done during off hours.

Labor: \$ 2,808.00
Materials: \$ 3,936.80
Freight: \$ 200.00
Trip Fee: \$ N/A

Shop Supplies: \$ 20.00
Subtotal: \$ 6,964.80
Tax: \$ N/A
Total: \$ 6,964.80
 Priced by Lawson Thomas

NOTE: This quote expires in sixty- (60) days unless extended by Fidelity Power Systems. The customer is to provide parking for all service vehicles at the site location. All work will be done during overtime work hours. All major jobs require a 24hr. cancellation notice once the job is scheduled, or you may be charged a loading and unloading fee. Credit Card payments are subject to a convenience fee equal to 3% of the total price.

Note: The item(s) above constitute the only item(s) offered. No other items or accessories are included or implied. This quotation does include applicable sales tax or use tax. Work is to be completed during overtime working hours, unless otherwise indicated.

Should you have any questions, please contact Lawson Thomas at 443-589-1007. Should you wish to proceed with the work, please sign where indicated and fax to (410) 891-1523. After faxing, please call to make sure we have received your response. Thank you.

Sincerely,
FIDELITY POWER SYSTEMS
Lawson Thomas
Lawson Thomas
Service Sales

Accepted by:

Signature:

Printed Name:

Date Accepted:

Hercules Plaza, Suite 5100
1313 Marker Street
P.O. Box 1709
Wilmington, DE 19899-1709
302.777.6500
Fax 302.421.8390

Catherine Leneweaver
direct dial: 302.777.6543
direct fax: 866.227.7888
leneweac@pepperlaw.com

June 14, 2016

Joshua E. Littleton
Building Official
City of Seaford
P.O. Box 1100
414 High Street
Seaford, DE 19973

Re: Meadowbridge Apartments

Dear Josh:

I have enclosed the sidewalk agreement and easement agreement with Meadowbridge Associates, L.P. to be signed by the City of Seaford.

Once the documents have been signed, would you kindly return them to me in the enclosed self-addressed, stamped envelope and I will have them recorded.

Please let me know if you have any questions and I apologize for the delay in getting these to you.

Thank you for your help with this.

Very truly yours,



Catherine Leneweaver
Senior Paralegal

Enclosures

cc: Christopher J. Lamb, Esquire

Prepared by and Return to:
The City of Seaford
P.O. Box 1100
Seaford, DE 19973
531-10.00-217.01

GRANT OF BLANKET EASEMENT

THIS GRANT OF BLANKET EASEMENT, made this _____ day of April, 2016, by and between MEADOWBRIDGE ASSOCIATES, L.P., 112 S. Tull Dr, Seaford, DE 19973; hereafter "OWNER", and THE CITY OF SEAFORD, a Municipal Corporation of the State of Delaware, 414 High Street, Seaford, DE 19973 (hereinafter "CITY").

WHEREAS, the above listed entity is the OWNER of certain property located in the City of Seaford, TMP# 531-10.00-217.01 (hereafter the "PROPERTY") County of Sussex, State of Delaware; and

WHEREAS, the CITY desires to acquire and the OWNER desires to grant the limited use of their property.

NOW, THEREFORE, in consideration of the premises, one (\$1.00) Dollar each to the other in hand paid, and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. The OWNER hereby grants and conveys to CITY a blanket easement and right-of-way, including the perpetual right to enter upon the real estate described herein, at any time that it may see fit and construct, maintain and repair public electric transformers, underground cable, overhead wires, poles and related facilities, on, under, over and across the lands, together with the right to excavate and the duty to refill ditches and/or trenches; the right to maintain, repair, reconstruct said facilities, remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities.

2. The installation and maintenance of the facilities shall be in compliance with the requirements of any and all municipal, state, federal and/or other governmental agencies.

3. The OWNER shall have the right to install landscaping, place fill material, construct roads and sidewalks, place fences, erect signs and to otherwise make improvements upon the PROPERTY, so long as said improvements or placements are constructed with the prior written consent of the CITY.

4. The OWNER agrees to keep the PROPERTY perpetually free and clear of all construction including garages, storage sheds, fences, etc., that would obstruct in any way the repair or replacement of said facilities, but excluding those areas where permanent improvements already exist.

5. During such times as the CITY shall re-enter the property for purposes of maintenance, the CITY shall first notify the OWNER, except in cases of emergency, that maintenance work will be taking place, promptly complete the maintenance work, and restore the area to as good condition as it was prior to the commencement of the maintenance work. In case of emergency, CITY shall promptly notify the OWNER of its entry onto the PROPERTY.

6. CITY agrees to indemnify, defend, and hold harmless the OWNER from any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damage to persons or property whatsoever by reason of or in connection with CITY'S use and/or occupancy of the PROPERTY.

7. The rights granted and conveyed in this GRANT OF BLANKET EASEMENT and obligations and rights set forth shall run with the land and shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and assigns.

8. This GRANT OF BLANKET EASEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.

9. This GRANT OF BLANKET EASEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10. This GRANT OF BLANKET EASEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF BLANKET EASEMENT the day and year first written above.

WITNESS:



MEADOWBRIDGE ASSOCIATES, L.P.
By its general partner
MEADOWBRIDGE VENTURES, LLC

By: 

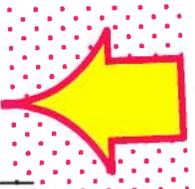
Glenn S. Worgan
Authorized Member

WITNESS:

CITY OF SEAFORD

BY: _____
David C. Genshaw, Mayor

Attest: _____
Dolores Slatcher, City Manager



Sincerely,
FIDELITY POWER SYSTEMS
Lawson Thomas
Lawson Thomas
Service Sales

Accepted by:

Signature:

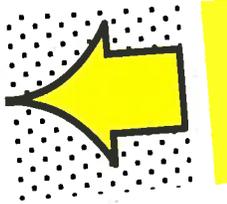
Printed Name:

Date Accepted:

STATE OF DELAWARE :
 : SS
COUNTY OF SUSSEX :

On this, the _____ day of April, 2016, before me, the undersigned officer, personally appeared DAVID C. GENSHAW, who acknowledged himself to be the MAYOR of The City of Seaford, a municipal corporation, and that he, as such MAYOR, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as MAYOR.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



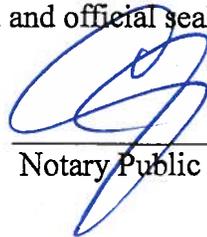
Notary Public

My Commission Expires:

STATE OF DELAWARE :
 : SS
COUNTY OF NEW CASTLE :

On this, the 27th day of April, 2016, before me, the undersigned personally appeared GLENN S. WORGAN who acknowledged himself to be the AUTHORIZED MEMBER of MEADOWBRIDGE VENTURES, LLC, the general partner of MEADOWBRIDGE ASSOCIATES, L.P., a Delaware limited partnership, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

CHRISTOPHER J. LAMB
Attorney-at-Law
Notary Public, State of Delaware
My Commission Has No Expiration Date
29 Del. C. § 4323 (a)(3)

Prepared by and Return to:
The City of Seaford
P.O. Box 1100
Seaford, DE 19973
TMP# 5-31-10.00-217.01

N.B. 10
6-28-16

AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of April, 2016

-BETWEEN-

MEADOWBRIDGE ASSOCIATES, L.P. (hereinafter "OWNER"), a Delaware Limited Partnership, of 112 S. Tull Dr, Seaford, DE 19973, party of the first part,

-AND-

THE CITY OF SEAFORD (hereinafter "CITY"), a municipal corporation of the State of Delaware, of 414 High Street, Seaford, Delaware, 19973, party of the second part,

WHEREAS, MEADOWBRIDGE ASSOCIATES, L.P. is the owner of certain property located in the City of Seaford, County of Sussex, State of Delaware, known as **Meadowbridge Apartments**, with a Tax Map and Parcel No.: of 5-31-10.00-217.01; and

WHEREAS, the OWNER desires to renovate the site improvements and buildings on TMP#5-31-10.00-217.01 and as part of the renovations is required by the CITY to provide a code compliant pedestrian sidewalk parallel to Atlanta Road for the full length of this property's frontage along Atlanta Road; and

WHEREAS, the OWNER requested, as part of the Final Site Plan review submitted to the CITY and approved at the regular meeting of the Mayor and City Council on March 24, 2015, to postpone installation of this sidewalk until such time that development or redevelopment occurs on any one of the neighboring properties to the North, South, or West of this property; and

WHEREAS, the CITY is granting this request with the execution of this agreement.

NOW, THEREFORE, the City and the property owner have committed to the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. As of the execution of this agreement the OWNER of Meadowbridge Apartments; agrees to install a concrete pedestrian sidewalk, complying with current codes and all DelDOT requirements in effect at the time of installation, along the full length of the Atlanta Road frontage of this property at such time that development or redevelopment occurs on any one of the neighboring properties to the North, South, or West of this property; and
2. The OWNER agrees to complete said sidewalk within 6 months of notification from the City of Seaford City Manager that development or redevelopment of the above referenced locations has commenced; and
3. If any State or Federal governmental agency mandates that the OWNER install said sidewalk, regardless of this agreement with the CITY, this agreement becomes null and void and the OWNER agrees to complete said sidewalk within the timeframe specified by said governmental agency.

4. The OWNER agrees that any and all costs and expenses associated with the design, permitting and construction of said sidewalk is at the sole expense of the OWNER and not that of the CITY;
5. This AGREEMENT shall terminate once the OWNER has satisfactorily completed, to the satisfaction of all applicable codes and all DeIDOT requirements, the installation of the work described;
6. The OWNER agrees to indemnify, defend, and hold harmless the CITY from any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damage to persons or property whatsoever by reason of or in connection with this AGREEMENT;
7. The singular of any word may denote two or more, the plural one alone, and the words of one gender may denote another gender whenever appropriate under the actual circumstances.
8. If any section, paragraph, sentence or clause of this AGREEMENT is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.
9. This AGREEMENT shall be governed by the law of the State of Delaware and any dispute that may arise regarding the provisions contained herein shall be subject to the jurisdiction of a Delaware court. If any action is brought to enforce this AGREEMENT by a party who is a beneficiary of the AGREEMENT, the prevailing party on final appeal shall be entitled to all reasonable attorneys' fees and costs.
10. The rights granted and conveyed in this AGREEMENT and obligations and rights set forth shall run with the land and shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and assigns.
11. This AGREEMENT shall be recorded at the sole expense of the OWNER.
12. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
13. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto with respect to the subject matter hereof. The foregoing covenants may not be modified, amended, or altered in whole or in part except with the written consent of the parties hereto or their successors in title.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

WITNESS:

MEADOWBRIDGE ASSOCIATES, L.P.
By its general partner
MEADOWBRIDGE VENTURES, LLC



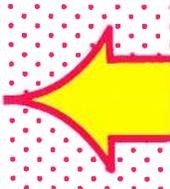
By:  (SEAL)
Glenn S. Worgan, Authorized Member

WITNESS:

CITY OF SEAFORD

BY: _____
David C. Genshaw, Mayor

Attest: _____
Dolores Slatcher, City Manager



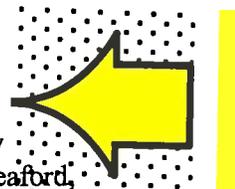
STATE OF DELAWARE

:

: SS

COUNTY OF SUSSEX

:



On this, the _____ day of April, 2016, before me, the undersigned officer, personally appeared DAVID C. GENSHAW, who acknowledged himself to be the MAYOR of The City of Seaford, a municipal corporation, and that he, as such MAYOR, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as MAYOR.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

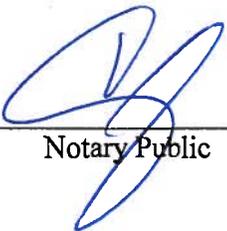
Notary Public

My Commission Expires:

STATE OF DELAWARE :
 : SS
COUNTY OF NEW CASTLE :

On this, the 27th day of April, 2016, before me, the undersigned personally appeared, GLENN S. WORGAN who acknowledged himself to be the AUTHORIZED MEMBER of Meadowbridge Ventures, LLC, a Delaware limited liability company, the general partner of Meadowbridge Associates, L.P., and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

CHRISTOPHER J. LAMB
Attorney-at-Law
Notary Public, State of Delaware
My Commission Has No Expiration Date
29 Del. C. § 4323 (a)(3)

O.B.I
6/28/16

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 23 day of Oct, 2015, by and between **CITY OF SEAFORD** ("Seller") and **SEAFORD DEVELOPMENT ASSOCIATES, LLC**, and/or assigns ("Purchaser").

RECITALS

WHEREAS, Seller is the owner in fee simple of that certain property consisting of the following properties in Seaford Hundred, Sussex County, State of Delaware (the "Property"):

- SCTP No. 4-31-5.00-208.00 (see attached tax map).

WHEREAS, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated by reference herein, and the mutual promises herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. Property. Seller does hereby bargain and sell unto Purchaser and Purchaser does hereby purchase from Seller all of Seller's right, title and interest in and to the Property.

2. Purchase Price and Payment. The purchase price (the "Purchase Price") for the Property shall be FIFTY THOUSAND DOLLARS (\$50,000.00).

The Purchase Price shall be payable by Purchaser to Seller as follows:

a. Within five (5) Business Days after the execution of this Agreement by both Seller and Purchaser, a deposit of TEN THOUSAND DOLLARS (\$10,000.00) (the "Deposit") shall be remitted by Purchaser to Morris James Wilson Halbrook & Bayard, LLP., as escrow agent ("Escrow Agent"), to be held by Escrow Agent in escrow as set forth in Section 12. The Deposit shall be applied toward the Purchase Price at Closing or as otherwise provided in this Agreement.

b. At Closing, the Deposit and FORTY THOUSAND DOLLARS (\$40,000.00) for a total of FIFTY THOUSAND DOLLARS (\$50,000.00) shall be due and payable to Seller, subject to any adjustments contained in this Agreement, including but not limited to, the adjustments described in Section 15 hereof, shall be payable by wire transfer at the time of Closing to an account or qualified intermediary designated by Seller.

3. Effective Date; Delivery of Materials to Purchaser. The "Effective Date" of this Agreement shall be the date upon which the materials described in this paragraph are delivered to Purchaser from Seller. Promptly, but in no event later than seven (7) days following the execution of this Agreement, Seller shall deliver to Purchaser the following (to the extent not previously delivered to Purchaser and to the extent within the possession or control of the Seller):

a. A true and complete copy of all owner's policies of title insurance, if any, previously obtained by or in possession of Seller with respect to the Property.

b. All surveys and engineering or similar reports in Seller's possession or control relating to the Property.

c. All information, studies, proposals, notices regarding the Property, including, but not limited to, land planning notices/reports, soil reports, wetlands reports, environmental notices/reports, and similar notices/reports.

In addition to the foregoing, Purchaser shall receive any documentation with regard to the Property and/or the subdivision process within Seller's possession or control. Further, Seller hereby assigns, consents to and approves the inclusion of Purchaser as a third party that can rely upon any documents delivered to Purchaser pursuant to this section. Seller shall cooperate with all requests to the producers of documents delivered under this section to allow Purchaser to be able to rely upon the documents.

4. Property Requirements. The parties agree to the following condition(s) and requirement(s) regarding the purchase and sale of the Property: Closing on this Property is contingent upon Closing occurring between the parties hereto for the five (5) tax parcels which include the Pine Street Power Plant.

5. Inspections; Study Period.

a. **Inspections.** During the Study Period defined below, Purchaser, its agents, servants, employees, engineers, invitees and/or designees, at their own risk and expense, shall have the full right from and after the Effective Date: (i) to enter upon the Property upon permission from the Seller, which permission shall not be unreasonably withheld, conditioned or delayed for purposes of conducting studies, structural tests, environmental audits, investigations and the like with respect to the Property, any component thereof or any system contained therein and (ii) to review any site plans, surveys or reports in Seller's possession.

b. **Study Period.** For a period of sixty (60) days from the effective date of this Agreement (the "Study Period"), Purchaser shall have the right to terminate this Agreement by written notice to Seller sent prior to the expiration of the Study Period, in



its sole and absolute discretion, for any reason whatsoever, including, by way of example and not of limitation, (i) if Purchaser is dissatisfied with the results of any inspections conducted in connection with this Agreement, or (ii) if Purchaser is dissatisfied with any materials furnished to it pursuant to the terms of this Agreement. In the event that Purchaser terminates this Agreement pursuant to the provisions of this paragraph, the Deposit shall be immediately returned to Purchaser by Escrow Agent and neither party hereto shall have any further obligations or liabilities hereunder to the other, except to the extent the same survive otherwise under the express terms hereof, and this Agreement shall be and become null and void and of no further force and effect, either at law or in equity. Purchaser's right to terminate this Agreement pursuant to the terms of this paragraph is in addition to such other rights set forth elsewhere herein; and this paragraph and any election hereunder shall not be deemed a waiver or election against such other rights. Further, if Purchaser terminates this Agreement during the Study Period, it shall provide copies of all reports, studies, surveys, plots and any other materials it assembled during the Study Period to Seller.

c. During the Study Period, Seller shall use its reasonable efforts to cooperate with Purchaser and/or Purchaser's agents with respect to the Purchaser's investigations permitted in Section 5(a) above.

d. If Purchaser enters the Property prior to Closing, Purchaser shall; (i) keep the Property free and clear of any and all liens or claims resulting therefrom; (ii) defend, indemnify and hold harmless Seller against and from any claim or liability imposed or sought to be imposed upon Seller as a result of actions by Purchaser, its employees, agents, architects and engineers on the Property; (iii) agree not to damage or harm the Property; and (iv) promptly after such entry, restore the Property to substantially the same condition as existed prior to such entry.

6. Title; Title Insurance; Survey.

a. At Closing, Seller shall convey good and marketable title to the Property, free and clear of all liens and encumbrances except for only such easements and other title matters as Purchaser shall have approved, in writing, after receiving a title report for the Property (the "Permitted Exceptions"), and insurable as such at regular commercial rates by a national title insurer duly authorized to transact title insurance in the State of Delaware and reasonably acceptable to Purchaser. Purchaser may, at Purchaser's expense, seek a commitment (the "Title Commitment") from a title insurance company of Purchaser's choice and which is licensed to do business in the State of Delaware for an owner's title insurance policy. Such policy shall issue using the most recent Standard ALTA Policy form and at regular rates. Further, Purchaser may, at Purchaser's expense,

A handwritten signature or set of initials, possibly 'W', written in dark ink at the bottom center of the page.

obtain an updated survey of the Property (the "Survey"). If the title commitment shows exceptions to title (a "Title Defect") or if the Survey shows encroachments or that the improvements, if any, are not located within the boundary of the Premises or other matters which would prevent the removal of the survey exception from the Title Commitment (a "Survey Defect"), then, Purchaser shall give Seller notice thereof. Unless Seller gives Purchaser written notice within five (5) calendar days from receipt of said notice from Purchaser that Seller will cure the Title Defects or Survey Defects at or prior to Closing, Purchaser may, at Purchaser's written election:

(i) Terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party hereto shall have any further obligations or liabilities hereunder to the other, except to the extent the same survive otherwise under the express terms hereof, and this Agreement shall be and become null and void and of no further force and effect, either at law or in equity; or

(ii) Waive all those Title Defects and Survey Defects and proceed with Closing hereunder;

Provided, however, that Seller shall be obligated to cure any of Purchaser's objections within forty-five (45) days of receipt of Purchaser's provided that the cure of each objection can be achieved by the payment of funds by Seller not to exceed Fifty Thousand Dollars (\$50,000.00).

b. Any lien or encumbrance which attaches to the Property between the Effective Date and the date of Closing, as well as any existing monetary lien or encumbrance (including, without limitation, any existing mortgage, deed of trust, judgment lien or similar lien against the Property) which can be discharged by the payment of money, shall be discharged by Seller at or prior to Closing.

7. Covenants, Representations and Warranties of Seller. Seller represents and warrants to Purchaser, which representations and warranties are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, that to the best of its knowledge and belief;

a. Seller has the full right, power and authority to enter into this Agreement and to perform its covenants and obligations hereunder.

b. Seller is aware of the following regarding the Property and its use, generation, manufacture, refining, transportation, treatment, storage, handling or disposal of, or the conduct or performance of any activity on or about the Property in connection with, any hazardous substance or hazardous waste, as such terms are defined in the Delaware General Environmental Act, 7 Del. C. Chapter 60, the Delaware Hazardous



Waste Management Agreement, 7 Del. C. Chapter 63, the Federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C., 6901, et seq., the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., any other environmental laws, as any of the same may have been or may be amended, and the regulations promulgated under any of said laws:

c. Other than the disclosures found in Section 7.b, Seller is not aware of, and Seller has not caused or allowed the use, generation, manufacture, refining, transportation, treatment, storage, handling or disposal of, or the conduct or performance of any activity on or about the Property in connection with, any hazardous substance or hazardous waste, as such terms are defined in the Delaware General Environmental Act, 7 Del. C. Chapter 60, the Delaware Hazardous Waste Management Agreement, 7 Del. C. Chapter 63, the Federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C., 6901, et seq., the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., any other environmental laws, as any of the same may have been or may be amended, and the regulations promulgated under any of said laws.

d. Other than a notice(s) described in this Agreement, Seller has no outstanding written notices of any violations of any federal, state, county or municipal law, code, ordinance, order, regulation or requirement affecting the Property.

e. There are no persons with any rights to occupy or use the Property as tenant and the Property is currently occupied by Seller.

f. There is no pending or threatened litigation affecting the Property.

g. There is no pending or threatened condemnation or similar proceedings affecting the Property.

h. Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act under Section 1445 of the Internal Revenue Code of 1986, as amended.

i. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or



instrument to which Seller is a party or (ii) violate any restriction to which Seller is subject.

j. All covenants, representations and warranties contained in this Agreement shall merge with the Deed and shall survive Closing for a period of twenty-four (24) months.

k. Adequate utilities and facilities, including but not limited to water, sewer, storm sewer and electric, exist for the attached Site Plan (project presented to the City at the August 25, 2015 meeting).

8. Condition of Property. Purchaser acknowledges and agrees that Seller makes no covenant, representation or warranty as to the suitability of the Property or as to the physical condition thereof for any purpose whatsoever, except as expressly provided in Sections 4 and 7 above, Purchaser further acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by Purchaser in its present condition on the date hereof, "AS IS" and "WHERE IS" with all known or unknown faults and hereby assumes the risk that adverse past, present or future physical characteristics and conditions may have not been revealed by any inspection or investigation of the Property, subject in all respect to the representations made by Seller in this Agreement. Purchaser, for itself and its successors and assigns, hereby releases and waives all claims, suits, actions, causes of action, liabilities, losses, damages, rights of contribution or indemnification and all costs and expenses in connection therewith, against Seller, its predecessors, successors and assigns, and its subsidiaries, and their respective directors, members, officers, employees and stockholders, which Purchaser has, may or could have, now or hereafter, against any one or more of them arising from or in connection with the physical characteristics and condition(s) existing under, on or above the Property as aforesaid, now or hereafter arising, whether at common law or by federal, state, county or municipal law or ordinance including, without limitation, any conditions existing prior to or subsequent to Settlement. Purchaser covenants and agrees that the obligations contained in this Paragraph shall survive the Settlement and delivery of the deed hereunder.

9. Maintenance of Property Until Closing. Seller agrees that, from the Effective Date to the date of Closing, it will, at its sole cost and expense, keep the Property in as good of a condition and repair as exists as of the date hereof, and shall keep the Property in compliance with all common law or by federal, state, county or municipal laws and ordinances.

10. Possession; Risk of Loss; Insurance, Condemnation.

a. Possession. Subject to other specific provisions herein, possession of the Property shall be given to Purchaser as of the date of Closing.

b. Risk of Loss. Seller shall bear the risk of all loss, destruction or damage to the Property or any portion thereof from any and all causes whatsoever until Closing.



c. **Condemnation.** If, on or before Closing, any portion of the Property is condemned or taken pursuant to any governmental or other power of eminent domain, any notice of such a condemnation or taking is issued with respect to any portion of the Property, or any proceeding is instituted against any portion of the Property by any governmental or other authority having the power of eminent domain (any such action, notice or proceeding being hereinafter referred to as a "Taking"), then Purchaser shall (a) proceed to the Closing and accept the Property subject to the Taking, without any reduction in the Purchase Price, in which event Seller shall assign to Purchaser all awards attributable to the Taking; or (b) terminate this Agreement.

11. Seller's Deliveries and Conditions Precedent to Purchaser's Obligations. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser at the Closing all of the following, the delivery of which shall be a condition to Purchaser's obligation to consummate the purchase of the Property:

a. **Special Warranty Deed.**

b. **Additional Documents.** Such additional documents as may be requested by Purchaser's title company to consummate the transactions described herein and to cause the title company to issue and deliver its title policy subject only to the Permitted Exceptions and such other exceptions to which Purchaser consents in writing.

12. Default.

a. **Default by Seller.** In the event that all conditions precedent to Seller's obligation to consummate the transactions contemplated by this Agreement have been satisfied or waived and Seller is not entitled to terminate this Agreement under any provisions hereof, then in the event of default by Seller under this Agreement, Purchaser shall have the option of either (i) giving Escrow Agent and Seller written notice of Seller's default, in which event Escrow Agent shall return the Deposit to Purchaser as liquidated damages for Seller's default hereunder, or (ii) pursue any and all legal rights or remedies at law or in equity available to Purchaser against Seller, including, but not limited to, any right to specific performance, injunction or damages, including, but not limited to, reasonable attorneys' fees and costs.

b. **Default by Purchaser.** If all conditions and other events precedent to Purchaser's obligations to consummate the transactions contemplated by this Agreement have been satisfied or waived, but Purchaser fails, refuses or is unable to consummate the purchase and sale contemplated by this Agreement, or to perform any other obligation required by this Agreement, then Seller, in addition to any other right or remedy at law or equity (including, but not limited to, actions for specific performance and/or damages), shall have the right to give Escrow Agent and Purchaser written notice of Purchaser's default, in which event Escrow Agent shall deliver the Deposit to Seller.



c. Notice. Neither party shall be deemed to be in default hereunder, unless and until, it shall have been sent written Notice of such default by the other party, and shall have failed to cure the default within ten (10) business days following receipt of such notice.

13. Escrow Agent. The duties of the Escrow Agent shall be as follows:

a. Duties. During the term of this Agreement, Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. Purchaser simultaneously with the execution of this Agreement shall provide Escrow Agent with Purchaser's Federal Tax Identification number for use by Escrow Agent in establishing the escrow account and any interest thereon shall be reported as income by Purchaser on its tax returns.

b. Dispute or Termination. If this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser, or if Escrow Agent shall be unable to determine at any time to whom the Deposit should be paid, or if a dispute shall develop between Seller and Purchaser concerning to whom the Deposit shall be paid, then Escrow Agent shall pay the Deposit in accordance with the joint written instructions of Seller and Purchaser. In the event that such written instructions shall not have been received by Escrow Agent within ten (10) days after Escrow Agent has served a written request for instructions upon Seller and Purchaser, or if either party notifies Escrow Agent that the dispute has not been resolved then Escrow Agent shall by bill of interpleader pay the Deposit, less the reasonable expenses of Escrow Agent, as hereinafter set forth, into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereafter Escrow Agent shall be discharged of any obligations in connection with this Agreement.

c. Expenses. If costs or expenses are incurred by Escrow Agent because of litigation or a dispute between Seller and Purchaser arising out of the holding of the Deposit in escrow, the party held not to be entitled to the Deposit shall pay Escrow Agent such reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to Escrow Agent for its services as escrow holder.

d. Limitation on Duty. Seller and Purchaser acknowledge that Escrow Agent hereunder is required only to perform the duties and obligations imposed upon Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon Seller and Purchaser hereunder.

e. Limitation on Liability. Purchaser and Seller hereby agree and acknowledge that Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that Escrow Agent shall never be responsible for



the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of such counsel.

14. Closing. Subject to the satisfaction of all of the terms, covenants and conditions contained herein, Closing shall occur upon the earlier of (1) thirty (30) days of Purchaser receiving site plan approval or a building permit for one of the following: The Shoppes at Riverwalk, The Marketplace at Riverwalk, the Hotel or the Galleria, or (2) December 31, 2016 (the "Closing" or "Closing Date"), at a time and place designated by Purchaser in Sussex County, Delaware. Subject to the provisions of Section 11 above, and upon payment of the Purchase Price as provided for in Section 2, at the time of Closing, Seller shall convey good and marketable title to the Property to Purchaser as provided for in Section 6. The Closing Date is subject to a one (1) year extension if requested by Purchaser ninety (90) days prior to December 31, 2016.

15. Adjustments, Prorations and Closing Costs.

a. Any taxes, general or special, and all other public or governmental charges or assessments against the Property which are, or may be, payable with respect to the Property (including assessments, liens or encumbrances for sewer, water, drainage or other public improvements, completed or commenced, on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the date of Closing and are to be assumed and paid thereafter by Purchaser, said adjustment apportionment to be on the basis of the fiscal year for which assessed, whether or not such assessments have been levied as of the date of Closing.

b. All other charges, if any and fees customarily pro-rated and adjusted in similar transactions shall be pro-rated at Closing and thereafter assumed by Purchaser. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall pro-rate on the best available information, subject to adjustment upon receipt of the final bill or statement.

c. The parties shall equally divide the cost of all transfer taxes. Seller shall be responsible for the cost of deed preparation. All recording costs shall be borne by the Purchaser. Fees for owner's and lender's title insurance shall be borne by Purchaser. Each party shall be responsible for the fees of its respective legal counsel, except as otherwise specified herein.

16. Agency. Seller and Purchaser each warrant and represent to the other that it has not used the services of any real estate broker, agent or finder in connection with this Agreement.



17. Notices. Any notice or demand under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service such as Federal Express, as follows:

If to Seller:

The City of Seaford
Attn: City Manager
P.O. Box 1100
414 High Street
Seaford, DE 19973

With a copy to:

James A. Fuqua, Esquire
Fuqua, Yori and Willard, P.A.
26 The Circle
P.O. Box 250
Georgetown, DE 19947

If to Purchaser:

Seaford Development Associates, LLC
656 Quince Road
Suite 720
Gaithersburg, MD 20878

With a copy to:

David C. Hutt, Esquire
Morris James Wilson, Halbrook & Bayard, LLP
107 West Market Street
P.O. Box 690
Georgetown, DE 19947.

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

18. Miscellaneous.

a. This Agreement shall inure to the benefit of and be binding upon Seller and Purchaser and their respective heirs, personal representatives, successors and assigns. Seller specifically reserves the right at any time prior to or at Closing to assign this Agreement to a person or entity selected by it in its sole and absolute discretion, in which



event such assignee shall be entitled to all benefits of and be subject to obligations of Seller hereunder; provided, however, that Seller shall remain liable for its assignee's performance hereunder. Purchaser may not assign this Agreement without the written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an entity within which Purchaser and/or its principals exercise operational control.

b. This Agreement contains the final and entire agreement between the parties hereto and supersedes all prior oral representations, negotiations and agreements, and neither the parties, nor their agents, shall be bound by any terms, conditions and representations not herein written. This Agreement may not be modified or changed orally, but only by agreement in writing signed by the party against whom enforcement of any such change is sought.

c. All covenants, representations, warranties and undertakings on the part of Seller contained in this Agreement shall be merged into the Deed and extinguished by any settlement, closing, payment of the Purchase Price or by execution and delivery of any deed or bill of sale.

d. The interpretation, construction and performance of this Agreement shall be governed by Delaware law, the Property described in this Agreement being located in Delaware and this Agreement being executed in Delaware.

e. The titles of the sections and paragraphs are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

f. This Agreement is the result of the combined draftsmanship and/or review of Seller and Purchaser and/or their respective agents, accordingly, there shall be no presumption or interpretation of this Agreement based on its having been drafted by one or the other.

g. Each party shall reasonably cooperate with the other in connection with the satisfaction of any condition or obligation which must be satisfied by Closing pursuant to the terms of this Agreement, and in connection therewith each party agrees to execute any document contemplated by the terms of this Agreement, which may be reasonably requested by the other party.

h. This Agreement may be executed in one or more counterparts by facsimile signatures and/or original signatures. The signatures of the parties who sign different counterparts of this Agreement or any of the instruments executed to effectuate the purposes of this Agreement shall have the same effect as if those parties had signed the same counterparts of this Agreement or of any such instrument.



i. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

j. No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

k. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year shown.

SELLER:

ATTEST/WITNESS:

CITY OF SEAFORD

By: _____ {SEAL}

Date: _____

PURCHASER:

ATTEST/WITNESS:

SEAFORD DEVELOPMENT ASSOCIATES, LLC

By:  _____ {SEAL}
Warren Diamond, Managing Member

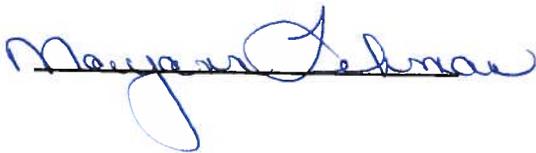
Date: _____

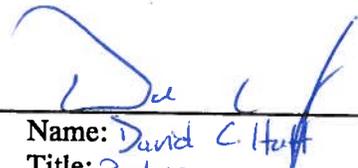
CONSENT OF ESCROW AGENT

The undersigned hereby agrees to act as Escrow Agent in accordance with the terms and conditions of the foregoing Purchase and Sale Agreement, and hereby agrees to be bound thereby.

WITNESS:

Morris James Wilson Halbrook & Bayard, LLP



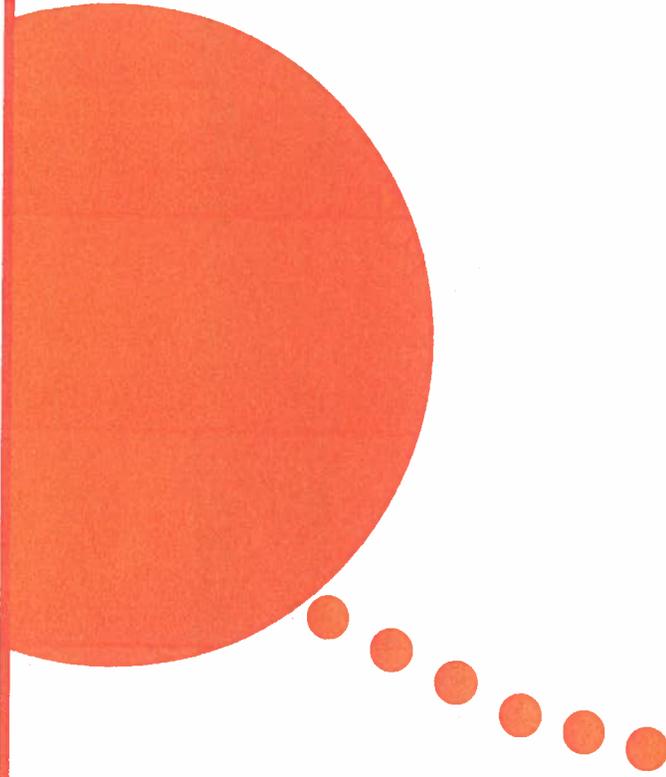
By:  _____ {SEAL}

Name: *David C Huff*
Title: *Partner*

Date: 10/26/2015

N.B. 1
6/14/16

OB 2
6/28/16



CITY OF SEAFORD, DE
Compensation Study – 2016
Findings and Recommendations

June 6, 2016

Paula M. Singer, PhD
Lorraine Kituri, MS, MA



The Singer Group

FINAL DRAFT

Project Goals

- Review salary structure to establish **internal and external equity**
- Ensure pay is **fair, competitive and equitable**
- Ensure compensation structure is **aligned** with overall strategic goals
- Bring **best compensation practices to the City**



Why Now?

- Last comprehensive study conducted in 1982
- Ensure ranges are reflective of the market and structure is simple and easy to understand
- Rapid growth – ensure sustainability of resources
- Recruitment and retention
- Compression



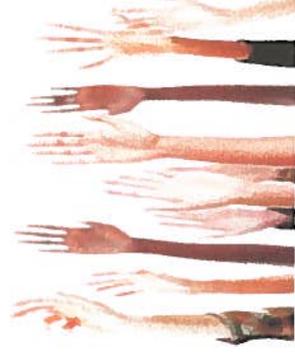
Phases of Work

- **Classification** – *how positions align*
- **Compensation** – *how positions are paid*



The Players

- **Project Manager – Charles Anderson, Assistant City Manager**
- **Mayor – David Genshaw**
- **City Council**
- **City Leadership**
- **Consultants – The Singer Group**
- **Staff**



Project Steps: Overview

1. Project planning and kickoff with Project Manager
2. Individual interviews with Mayor and four (4) City Council Members
3. Interviews with five (5) Department Heads
4. Staff interviews (total of 22 staff; 10 interviews)
5. Study hotline (3 responses)
6. Whole job evaluation – job description review
7. Market compensation study
8. Develop classification hierarchy, career ladders and 2 compensation structures (General Employees and Police)
9. Implementation
 - Cost impact analysis to minimum
 - Recommendations for administering the new system
 - Recommendations for moving staff through the ranges via pay for performance



Identified Issues from Leadership Interviews

Interviews with Councilmembers, Mayor and Department Heads were consistent and addressed the same key themes.

Summary of key issues:

- Current system has been in place for 35 years; it is time for a review
- Need a fair and equitable pay system that everyone can understand
- Need to have a beginning and an end to the ranges
- What happens to pay for employees at the end of the range?
- Unfunded mandates are making an impact on our budget
- Consistency of performance evaluation system – need standardized language
- Concern about how staff will respond to recommendations and a new program
- Concern stemming from unionization at other local WW treatment plants
- Police may maintain their old system

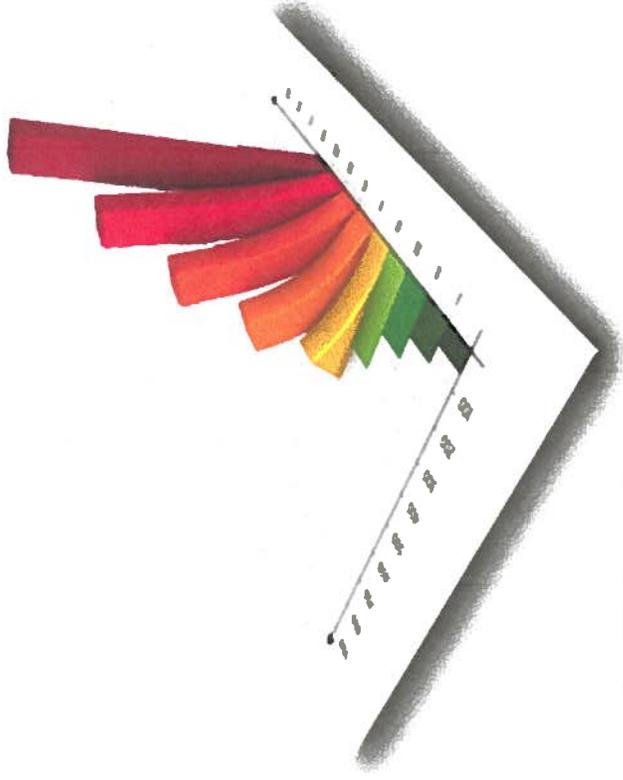


Staff Interviews

Staff interviews focused on job scope and responsibility. Some issues did come up fairly frequently as areas of concern or improvement.

Summary:

- Entry level salaries are really low; salaries improve as you move up the scale and across (6)
- Overtime – DPW has an overtime budget; Electric department does not (4)
- Standby pay – currently straight time for 12 hours; increase to 15 hours and/or there should be a standard minimum pay of 2 hours if called out (4)
- Efficiency would increase if equipment was maintained better, e.g. some doors don't work; lighting in changing area is insufficient (3)
- Community liaison position – more community focused policing (3)



COMPENSATION STUDY AND FINDINGS

Compensation Philosophy

- ✓ Is a clear understanding of your intentions and desired level of competitiveness
- ✓ Ensures that your compensation program supports your culture and goals
- ✓ Creates program objectives
- ✓ Serves as a guideline and communications tool
- ✓ Refer back to when making decisions regarding the compensation program to ensure alignment with goals

Compensation Philosophy

City of Seaford is committed to a compensation system that is:

- Fair, competitive and fosters a high quality work environment
- Fiscally responsible
- Supportive of the recruitment, training, motivation, and retention of a diverse group of talented employees who are dedicated to providing exemplary service to the residents of the City of Seaford.

See separate attachment for full Compensation Philosophy statement



Compensation Study

- External compensation survey
- Define positions and organizations to survey
- Conduct survey
- Compile and analyze data
- We asked for data effective January 1, 2016; this utilizes data from the 2015 time-frame.
- Combine with internal findings



Custom Survey

Custom Survey – 37 positions

65% of City classifications included in the survey



Positions Surveyed (37)

1. Administrative Secretary
2. Assistant City Manager
3. Assistant III /Accounting Assistant
4. Building Official
5. Captain
6. Chief of Police
7. City Manager
8. Code Inspector
9. Director of Finance and Human Resources
10. Director of Public Works
11. Dispatcher
12. Economic Development Manager
13. Electric Lineman C
14. Electric Tech and Construction Leader
15. Electrical Engineer
16. Human Resources/FOIA Coordinator
17. Information Technology Manager
18. Journeyman Lead

19. Office Assistant I/Utility Administrative Assistant
20. Office Assistant IV/Billing
21. Park Maintenance 2
22. Park Maintenance 4
23. Parks Coordinator
24. Police – Corporal
25. Police – Lieutenant Shifts C&D
26. Police – Sergeant
27. Police Officer - Private First Class (PFC)
28. Public Works Operations Coordinator
29. Public Works Technician I
30. Public Works Technician III
31. Records Clerk
32. Recreation Coordinator
33. Superintendent of Electric
34. Superintendent of Parks and Recreation
35. WWTF Operations Coordinator IV
36. WWTF Operator IV
37. WWTF Operator Level I



Survey Participants (10)

Participated

1. City of Cambridge
2. City of Milford
3. City of Rehoboth
4. Delaware Electric Cooperative*
5. Delmarva Power*
6. Lewes Board of Public Works
7. Seaford School District
8. Sussex County
9. Town of Easton
10. Town of Smyrna

* Did not use all data provided as matches were not completely comparable

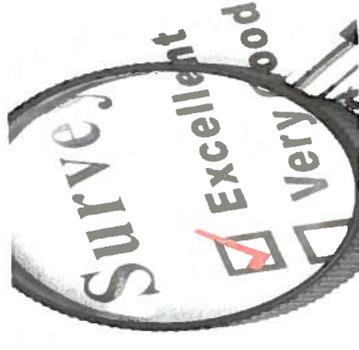
Did not participate

1. Artesian Water



How did we get the survey data?

- *Custom survey*
- *Brief job descriptions*
- **Not matching on *job title alone***
- ***Reliable and high-quality*** survey results
- ***Follow-up and quality control***



Current System



- ❑ 14 grades for staff and police positions
- ❑ Separate structure for department heads – 7 grades
- ❑ Wide range spreads (53% - 62%)
- ❑ Wider ranges at the lower end of the structure (62%); shorter ranges at the top (53%)
- ❑ 40 steps in each staff pay grade ranging from 1% - 1.5%
- ❑ Annual increases awarded based on performance and the Salary Wage Adjustment Scale ranging from 1% - 3%



Definitions

- Actual/Average – This is the actual amount paid to an incumbent (or the average paid if there are multiple incumbents) in the position
- Salary Range at Minimum – This is the starting pay for the position
- Salary Range at Maximum – This is the maximum amount paid for the position
- Range spread – the distance between the minimum and maximum amount paid for a position
- At Market – when the actual/average, minimum, or maximum paid are within +/- 5% of *what the market is paying at these data points*



Overall Findings

- Ranges are generally behind the market especially at the minimum of the salary range.
- Overall, Police positions are in line with the market.
- Because Seaford employees, as a group, have such long tenure, actual/average salaries paid are not as far behind the market for many positions.
- Due to Seaford's wider ranges in the early ranges, the maximums are not as far behind as the minimums.

CHECKLIST



Findings, cont...

Salary data: received for 37 positions

Actual/Average Paid

- Behind the market
 - 13 positions are more than 5% behind the market
- At market
 - 14 positions

Note: Common compensation practice: +/- 5% considered to be *at market*

Findings, cont...

- **Salary Range at Minimum**
 - Behind the market
 - 18 are more than 5% behind the market
 - At market
 - 12 positions



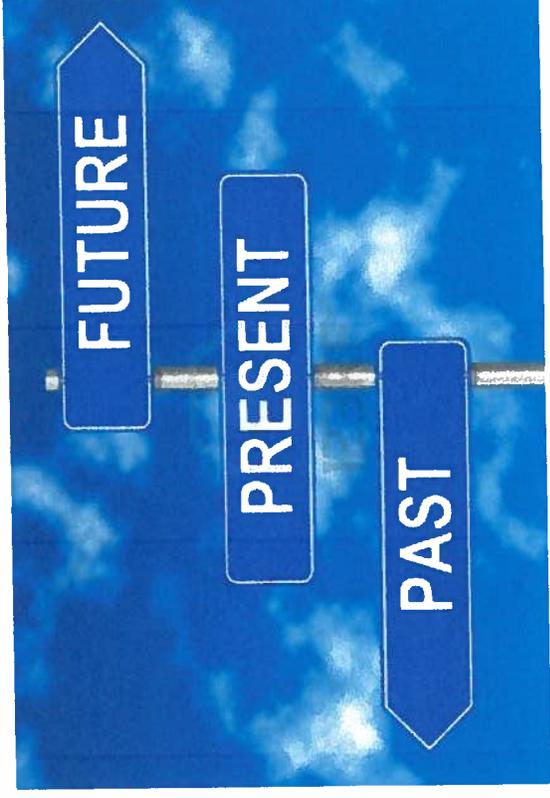
Findings, cont...

- **Salary Range at Maximum**
 - Behind the market
 - 12 are more than 5% behind the market
 - At market
 - 17 positions

What do we do with all of this data?

- The City wants to ensure pay ranges are **competitive** and internally **equitable**
 - Adjust pay ranges to reflect market
 - Jobs in grades based on:
 - market **and** internal findings
 - duties and responsibilities





RECOMMENDATIONS

Structure Recommendations

- Develop one structure for both staff and director positions
- Develop separate structure for Police department that follows their collective bargaining agreement
- Develop career ladders, where feasible, especially at the beginning of the salary structure
- Develop range structure with defined minimum, midpoint, and maximum points ---- and no steps
- Adjust ranges so they reflect the market and best practice
 - Make them more narrow at the lower end of the scale (40-45%; and 15% for seasonal labor) and wider as you move up the scale (50-55%)
- Reclassify 12 positions



Proposed Structure

- 20 grades for General Employees and 8 for Police
 - Includes all positions
- Range spreads from 40 – 55% (15% for seasonal labor) that reflect market data and best practice
 - 40% spread: grades 1 – 4 (currently 62%)
 - 45% spread: grade 5 (currently 62%)
 - 50% spread: grades 6 – 11 (currently 62% until grade 8; grades 9+, 53%)
 - 55% spread: grades 12 – 18 (currently 53%)
 - 51% spread: grade 20 (currently no range)



Ranges

RATIONALE FOR INCREASING RANGE SPREADS AS YOU MOVE UP THE SALARY SCALE:

It is a compensation best practice for range spreads to increase as grades increase. This is due to the increased scope and responsibility, including management, required of those holding these positions.

The learning curve is much longer at this level as duties frequently change and expand. Exceptions can be made based on market data.

Finally, unlike positions early in the structure, there is little promotional opportunity for those in senior positions. There is far more opportunity for promotion in the early grades of the structure, especially with the creation of more career ladders in the current proposed system.

We also have to note that decreasing the maximums will decrease the earning potential of people in those positions. But the career ladders provide them a place to move up.

Proposed Structure

Grade	Minimum	Midpoint	Maximum
Seasonal Labor	\$17,160.00	\$18,470.40	\$19,760.00
1	\$24,960.00	\$29,952.00	\$34,944.00
2	\$27,081.60	\$32,468.80	\$37,856.00
3	\$29,203.20	\$35,110.40	\$40,996.80
4	\$32,427.20	\$38,854.40	\$45,281.60
5	\$33,696.00	\$41,350.40	\$49,004.80
6	\$35,048.00	\$43,825.60	\$52,603.20
7	\$36,400.00	\$45,510.40	\$54,600.00
8	\$39,228.80	\$49,108.80	\$59,009.60
9	\$42,806.40	\$53,393.60	\$64,001.60
10	\$44,054.40	\$55,078.40	\$66,102.40
11	\$45,302.40	\$56,700.80	\$68,120.00
12	\$49,940.80	\$62,316.80	\$74,692.80
13	\$53,539.20	\$68,161.60	\$82,784.00
14	\$59,924.80	\$76,356.80	\$92,809.60
15	\$65,000.00	\$82,992.00	\$101,004.80
16	\$69,992.00	\$89,398.40	\$108,804.80
17	\$75,504.00	\$96,158.40	\$116,792.00
18	\$82,908.80	\$105,809.60	\$128,710.40
19	\$87,006.40	\$111,051.20	\$135,096.00
20	\$95,992.00	\$120,494.40	\$144,996.80



Rationale for Reassessments

- Market data
- Internal equity review
 - Job family/hierarchy
 - Supervisory relationships
 - Complexity and scope
 - Additional duties
 - Overall fit



We Created Career Ladders

Added positions to create career ladders:

- Records Clerk 2 (currently have level 1)
- Dispatcher 2 (currently have level 1)
- Electrical Engineer 1, 2, and 3 (currently have level 4)

NOTE: Just because a career ladder has been developed for a position, progression to the next level is not automatic and may be competitive or require additional qualifications, be it education, certifications or experience.

The City will need to develop the requirements and timing for moving from one position to the next in each career ladder.



Proposed Re-titles

<u>Current Title</u>	<u>Suggested Title</u>
1. Executive Secretary	Executive Assistant
2. Office Assistant I	Administrative Assistant I
3. Office Assistant II	Administrative Assistant II
4. Office Assistant III/Accounting	Administrative Assistant III - Accounting
5. Office Assistant IV/Billing	Administrative Assistant – Billing
6. Office Assistant V	Administrative Assistant V



Implementation

- **Step #1:** Bring staff below the minimum to the minimum of the proposed range 1/2/17 – Year 1.
- **Step #2:** Adjust the whole structure based on a plan adjustment effective July 1, 2017 – Year 1.
- **Step #3:** The study utilizes data from the 2015 time-frame. Recommending a 2016 plan adjustment of 2.25%.
- **Step #4:** Move staff (excluding collective bargaining members) through the ranges based on performance using the Performance Matrix and Plan Adjustment into salary increases (see slide #34).

Additional Implementation Recommendation – Structure Maintenance

- Annually (if possible) adjust structure using plan adjustments reflective of market and budget limitations. Use a 2016 plan adjustment of 2.25%. This approximates proposed increases in existing pay plan.
- Pay attention to the City's ability to recruit and retain staff. If you are seeing difficulties in these areas for specific positions, it is time to review their salary range and consider adjustments and/or hiring into the salary range.
- Ensure that job descriptions are accurate and reflect the job being performed so you are paying appropriately for the position and needed skills. Job descriptions should be reviewed during the performance discussion between supervisors and employees and updates made as appropriate at that time.
- Every 5 years (City Council Should adopt a policy regarding frequency) review the structure in light of the compensation philosophy and City needs to ensure you are still aligned with the market and can accomplish the City's mission and goals.



Performance Matrix + PLAN ADJUSTMENT

(example assumes 1% Plan Adjustment)

Example for Performance Adjustments

- Larger increases depending on place in range.
- If employee is at the maximum of range or over the maximum, provide the equivalent increase if an outstanding performer in a lump sum check (not attached to base pay).

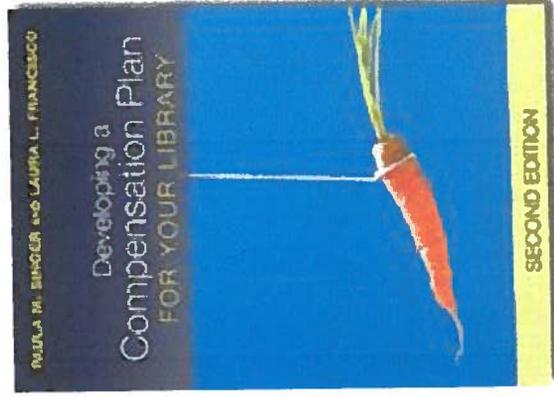
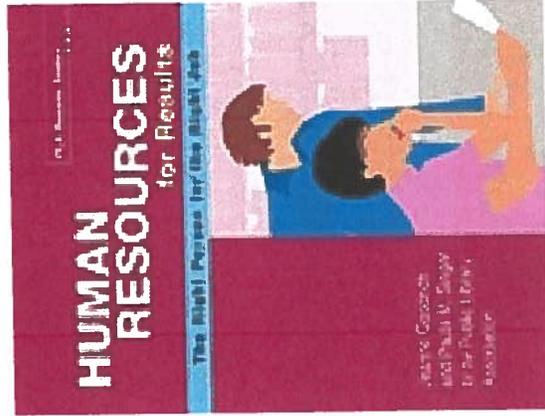
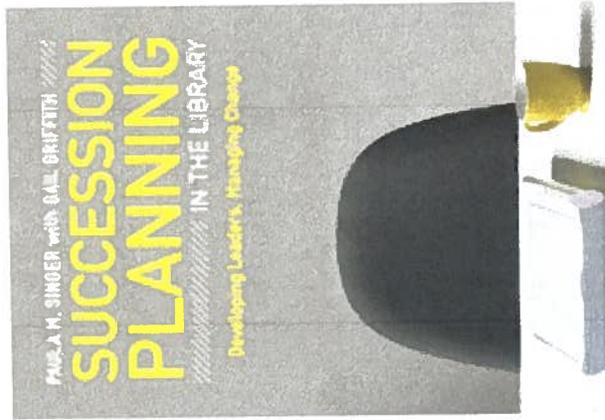
	POSITION IN RANGE			
	First Quartile	Second Quartile	Third Quartile	Fourth Quartile
Outstanding	4.5%	4.5%	4%	4%
Exceeds Expectations	3.5%	3.5%	3%	3%
Meets Expectations	2.5%	2.5%	2%	2%
Needs Improvement	0	0	0	0
Unsatisfactory	0	0	0	0

THE SINGER GROUP, INC.

- ☑ **Managing Change:** Creating an Environment Conducive to Change; Organizational Effectiveness; Executive coaching; Management Retreats
- ☑ **Managing the Organization:** Organization Assessment; Organization Design and Development; Strategic Planning; Program Evaluation; HR Department Audits; Consulting Skills for the HR Department; Climate/Attitude Studies
- ☑ **Managing People:** Performance Assessment Programs; Coaching, Training & Developing Managers and Supervisor; Hiring & Selection Guidance; Recruitment & Retention Strategies; Job Analysis & Job Design; Developing Teams
- ☑ **Managing Compensation:** Pay Structure Design & Implementation; Classification Programs; Traditional & Streamlined Job Evaluation; Internal & External Equity; Market Pricing & Custom Surveys

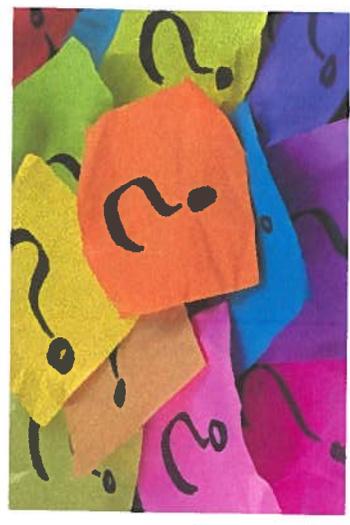


PUBLISHED BOOKS





Questions?



Thank you!!!

N.B.1
6/6/2016
6/14/16
O.B.2
6/29/16

City of Seaford, DE
Police Department Salary Structure - Effective Date 01/02/2017
2016 Compensation Study

Note: Separate structure for Police Department based on collective bargaining. Figures represent FY2017 salary ranges. Salary ranges here reflect a calculated midpoint but the police structure is a step system.

Proposed Grade	Job Title		SALARY RANGE			
			Minimum	Midpoint	Maximum	Spread
P1	Police Officer Patrolman	Annually	\$42,390.40	\$55,504.80	\$68,619.20	62%
		Weekly	\$815.20	\$1,067.40	\$1,319.60	
		Hourly	\$20.38	\$26.69	\$32.99	
		Step 1				
8%						
P2	Police Officer Private First Class (PFC)	Annually	\$45,656.00	\$58,708.00	\$71,760.00	57%
		Weekly	\$878.00	\$1,129.00	\$1,380.00	
		Hourly	\$21.95	\$28.23	\$34.50	
		Step 3				
11%						
P3	Corporal	Annually	\$50,731.20	\$63,502.40	\$76,273.60	50%
		Weekly	\$975.60	\$1,221.20	\$1,466.80	
		Hourly	\$24.39	\$30.53	\$36.67	
		Step 6				
8%						
P4	Senior Corporal	Annually	\$54,870.40	\$67,496.00	\$80,121.60	46%
		Weekly	\$1,055.20	\$1,298.00	\$1,540.80	
		Hourly	\$26.38	\$32.45	\$38.52	
		Step 8				
9%						
P5	Sergeant	Annually	\$59,862.40	\$73,600.80	\$87,339.20	46%
		Weekly	\$1,151.20	\$1,415.40	\$1,679.60	
		Hourly	\$28.78	\$35.39	\$41.99	
		Step 8				
10%						
P6	Lieutenant	Annually	\$65,624.00	\$79,268.80	\$92,913.60	42%
		Weekly	\$1,262.00	\$1,524.40	\$1,786.80	
		Hourly	\$31.55	\$38.11	\$44.67	
		Step 10				
9%						

Note: Separate structure for Police Department based on collective bargaining. Figures represent FY2017 salary ranges. Salary ranges here reflect a calculated midpoint but the police structure is a step system.

Proposed Grade	Job Title		SALARY RANGE			Spread
			Minimum	Midpoint	Maximum	
P7	Captain	Annually	\$71,510.40	\$91,031.20	\$110,552.00	55%
		Weekly	\$1,375.20	\$1,750.60	\$2,126.00	
		Hourly	\$34.38	\$43.77	\$53.15	
	16%					
P8	Chief	Annually	\$82,908.80	\$105,804.40	\$128,700.00	55%
		Weekly	\$1,594.40	\$2,034.80	\$2,475.20	
		Hourly	\$39.86	\$50.87	\$61.88	

N.B.1
6/14/16

City of Seaford, DE
General Employee Salary Structure - Effective 01/02/2017
2016 Compensation Study

Note: Salary structure is developed based on survey market data with an effective date of January 1, 2016.

Grade		Salary Range			Spread	Job Class Description
		Minimum	Midpoint	Maximum		
	Annually	\$17,160.00	\$18,470.40	\$19,760.00	15%	SEASONAL P&R LABOR
	Weekly	\$330.00	\$355.20	\$380.00		
	Hourly	\$8.25	\$8.88	\$9.50		
1	Annually	\$24,960.00	\$29,952.00	\$34,944.00	40%	Park Maintenance 1
	Weekly	\$480.00	\$576.00	\$672.00		
	Hourly	\$12.00	\$14.40	\$16.80		
2	Annually	\$27,081.60	\$32,468.80	\$37,856.00	40%	Park Maintenance 2
	Weekly	\$520.80	\$624.40	\$728.00		
	Hourly	\$13.02	\$15.61	\$18.20		
3	Annually	\$29,203.20	\$35,110.40	\$40,996.80	40%	Crossing Guard
	Weekly	\$561.60	\$675.20	\$788.40		
	Hourly	\$14.04	\$16.88	\$19.71		
3	Annually	\$29,203.20	\$35,110.40	\$40,996.80	40%	Park Maintenance 3
	Weekly	\$561.60	\$675.20	\$788.40		
	Hourly	\$14.04	\$16.88	\$19.71		
3	Annually	\$29,203.20	\$35,110.40	\$40,996.80	40%	Public Works Technician 1
	Weekly	\$561.60	\$675.20	\$788.40		
	Hourly	\$14.04	\$16.88	\$19.71		
3	Annually	\$29,203.20	\$35,110.40	\$40,996.80	40%	Records Clerk
	Weekly	\$561.60	\$675.20	\$788.40		
	Hourly	\$14.04	\$16.88	\$19.71		
4	Annually	\$32,427.20	\$38,854.40	\$45,281.60	40%	Administrative Assistant I
	Weekly	\$623.60	\$747.20	\$870.80		
	Hourly	\$15.59	\$18.68	\$21.77		
4	Annually	\$32,427.20	\$38,854.40	\$45,281.60	40%	Dispatcher
	Weekly	\$623.60	\$747.20	\$870.80		
	Hourly	\$15.59	\$18.68	\$21.77		
4	Annually	\$32,427.20	\$38,854.40	\$45,281.60	40%	PW Technician II
	Weekly	\$623.60	\$747.20	\$870.80		
	Hourly	\$15.59	\$18.68	\$21.77		
4	Annually	\$32,427.20	\$38,854.40	\$45,281.60	40%	Records Clerk 2
	Weekly	\$623.60	\$747.20	\$870.80		
	Hourly	\$15.59	\$18.68	\$21.77		
5	Annually	\$33,696.00	\$41,350.40	\$49,004.80	45%	Administrative Assistant II
	Weekly	\$648.00	\$795.20	\$942.40		
	Hourly	\$16.20	\$19.88	\$23.56		
5	Annually	\$33,696.00	\$41,350.40	\$49,004.80	45%	Dispatcher 2
	Weekly	\$648.00	\$795.20	\$942.40		
	Hourly	\$16.20	\$19.88	\$23.56		

Note: Salary structure is developed based on survey market data with an effective date of January 1, 2016.

Grade		Salary Range			Spread	Job Class Description
		Minimum	Midpoint	Maximum		
5	Annually	\$33,696.00	\$41,350.40	\$49,004.80	45%	Electric Groundsman
	Weekly	\$648.00	\$795.20	\$942.40		
	Hourly	\$16.20	\$19.88	\$23.56		
5	Annually	\$33,696.00	\$41,350.40	\$49,004.80	45%	Public Works Technician III
	Weekly	\$648.00	\$795.20	\$942.40		
	Hourly	\$16.20	\$19.88	\$23.56		
6	Annually	\$35,048.00	\$43,825.60	\$52,603.20	50%	Administrative Assistant III - Accounting
	Weekly	\$674.00	\$842.80	\$1,011.60		
	Hourly	\$16.85	\$21.07	\$25.29		
6	Annually	\$35,048.00	\$43,825.60	\$52,603.20	50%	Executive Assistant
	Weekly	\$674.00	\$842.80	\$1,011.60		
	Hourly	\$16.85	\$21.07	\$25.29		
6	Annually	\$35,048.00	\$43,825.60	\$52,603.20	50%	Park Maintenance 4
	Weekly	\$674.00	\$842.80	\$1,011.60		
	Hourly	\$16.85	\$21.07	\$25.29		
6	Annually	\$35,048.00	\$43,825.60	\$52,603.20	50%	Recreation Coordinator
	Weekly	\$674.00	\$842.80	\$1,011.60		
	Hourly	\$16.85	\$21.07	\$25.29		
6	Annually	\$35,048.00	\$43,825.60	\$52,603.20	50%	WWTF Operator Level I
	Weekly	\$674.00	\$842.80	\$1,011.60		
	Hourly	\$16.85	\$21.07	\$25.29		
7	Annually	\$36,400.00	\$45,510.40	\$54,600.00	50%	Administrative Assistant IV - Accounting
	Weekly	\$700.00	\$875.20	\$1,050.00		
	Hourly	\$17.50	\$21.88	\$26.25		
7	Annually	\$36,400.00	\$45,510.40	\$54,600.00	50%	Code Officer
	Weekly	\$700.00	\$875.20	\$1,050.00		
	Hourly	\$17.50	\$21.88	\$26.25		
7	Annually	\$36,400.00	\$45,510.40	\$54,600.00	50%	WWTF Operator II
	Weekly	\$700.00	\$875.20	\$1,050.00		
	Hourly	\$17.50	\$21.88	\$26.25		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Administrative Secretary -Police
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Code Inspector
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Electric Lineman C
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		

Note: Salary structure is developed based on survey market data with an effective date of January 1, 2016.

Grade		Salary Range			Spread	Job Class Description
		Minimum	Midpoint	Maximum		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	HR Assistant
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Administrative Assistant V
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Operations Coordinator
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	Parks Coordinator
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
8	Annually	\$39,228.80	\$49,108.80	\$59,009.60	50%	WWTF Operator III
	Weekly	\$754.40	\$944.40	\$1,134.80		
	Hourly	\$18.86	\$23.61	\$28.37		
9	Annually	\$42,806.40	\$53,393.60	\$64,001.60	50%	Lineman B
	Weekly	\$823.20	\$1,026.80	\$1,230.80		
	Hourly	\$20.58	\$25.67	\$30.77		
9	Annually	\$42,806.40	\$53,393.60	\$64,001.60	50%	WWTF Operator IV
	Weekly	\$823.20	\$1,026.80	\$1,230.80		
	Hourly	\$20.58	\$25.67	\$30.77		
10	Annually	\$44,054.40	\$55,078.40	\$66,102.40	50%	Journeyman
	Weekly	\$847.20	\$1,059.20	\$1,271.20		
	Hourly	\$21.18	\$26.48	\$31.78		
11	Annually	\$45,302.40	\$56,700.80	\$68,120.00	50%	Dispatch Manager
	Weekly	\$871.20	\$1,090.40	\$1,310.00		
	Hourly	\$21.78	\$27.26	\$32.75		
11	Annually	\$45,302.40	\$56,700.80	\$68,120.00	50%	Journeyman Lead
	Weekly	\$871.20	\$1,090.40	\$1,310.00		
	Hourly	\$21.78	\$27.26	\$32.75		
11	Annually	\$45,302.40	\$56,700.80	\$68,120.00	50%	Superintendent of Parks and Recreation
	Weekly	\$871.20	\$1,090.40	\$1,310.00		
	Hourly	\$21.78	\$27.26	\$32.75		
12	Annually	\$49,940.80	\$62,316.80	\$74,692.80	50%	Electric Tech and Construction Leader
	Weekly	\$960.40	\$1,198.40	\$1,436.40		
	Hourly	\$24.01	\$29.96	\$35.91		
12	Annually	\$49,940.80	\$62,316.80	\$74,692.80	50%	Human Resources & FOIA Coordinator
	Weekly	\$960.40	\$1,198.40	\$1,436.40		
	Hourly	\$24.01	\$29.96	\$35.91		
12	Annually	\$49,940.80	\$62,316.80	\$74,692.80	50%	IT Coordinator
	Weekly	\$960.40	\$1,198.40	\$1,436.40		
	Hourly	\$24.01	\$29.96	\$35.91		

Note: Salary structure is developed based on survey market data with an effective date of January 1, 2016.

Grade		Salary Range			Spread	Job Class Description
		Minimum	Midpoint	Maximum		
12	Annually	\$49,940.80	\$62,316.80	\$74,692.80	50%	Public Works Operations Coordinator
	Weekly	\$960.40	\$1,198.40	\$1,436.40		
	Hourly	\$24.01	\$29.96	\$35.91		
13	Annually	\$53,539.20	\$68,161.60	\$82,784.00	55%	Electric Operations Coordinator
	Weekly	\$1,029.60	\$1,310.80	\$1,592.00		
	Hourly	\$25.74	\$32.77	\$39.80		
13	Annually	\$53,539.20	\$68,161.60	\$82,784.00	55%	WWTF Operations Coordinator IV
	Weekly	\$1,029.60	\$1,310.80	\$1,592.00		
	Hourly	\$25.74	\$32.77	\$39.80		
14	Annually	\$59,924.80	\$76,356.80	\$92,809.60	55%	Building Official
	Weekly	\$1,152.40	\$1,468.40	\$1,784.80		
	Hourly	\$28.81	\$36.71	\$44.62		
14	Annually	\$59,924.80	\$76,356.80	\$92,809.60	55%	Economic Development/IT Manager
	Weekly	\$1,152.40	\$1,468.40	\$1,784.80		
	Hourly	\$28.81	\$36.71	\$44.62		
14	Annually	\$59,924.80	\$76,356.80	\$92,809.60	55%	Electrical Engineer 1
	Weekly	\$1,152.40	\$1,468.40	\$1,784.80		
	Hourly	\$28.81	\$36.71	\$44.62		
15	Annually	\$65,000.00	\$82,992.00	\$101,004.80	55%	Electrical Engineer 2
	Weekly	\$1,250.00	\$1,596.00	\$1,942.40		
	Hourly	\$31.25	\$39.90	\$48.56		
16	Annually	\$69,992.00	\$89,398.40	\$108,804.80	55%	Electrical Engineer 3
	Weekly	\$1,346.00	\$1,719.20	\$2,092.40		
	Hourly	\$33.65	\$42.98	\$52.31		
16	Annually	\$69,992.00	\$89,398.40	\$108,804.80	55%	Superintendent of Electric
	Weekly	\$1,346.00	\$1,719.20	\$2,092.40		
	Hourly	\$33.65	\$42.98	\$52.31		
17	Annually	\$75,504.00	\$96,158.40	\$116,792.00	55%	Director of Finance and Human Resources
	Weekly	\$1,452.00	\$1,849.20	\$2,246.00		
	Hourly	\$36.30	\$46.23	\$56.15		
17	Annually	\$75,504.00	\$96,158.40	\$116,792.00	55%	Electrical Engineer 4
	Weekly	\$1,452.00	\$1,849.20	\$2,246.00		
	Hourly	\$36.30	\$46.23	\$56.15		
18	Annually	\$82,908.80	\$105,809.60	\$128,710.40	55%	Director of Public Works
	Weekly	\$1,594.40	\$2,034.80	\$2,475.20		
	Hourly	\$39.86	\$50.87	\$61.88		
19	Annually	\$87,006.40	\$111,051.20	\$135,096.00	55%	Assistant City Manager
	Weekly	\$1,673.20	\$2,135.60	\$2,598.00		
	Hourly	\$41.83	\$53.39	\$64.95		
20	Annually	\$95,992.00	\$120,494.40	\$144,996.80	51%	City Manager
	Weekly	\$1,846.00	\$2,317.20	\$2,788.40		
	Hourly	\$46.15	\$57.93	\$69.71		

The City of Seaford Compensation Policy

N.B. 2
6/14/14
G.B. 3
6/28/16

Wages and Hours

The City of Seaford pay system and working schedule must meet the fiscal and service requirements as set by the City. Wages are determined by the annual budgetary process to assure affordability. One premise to maintain is the consideration of tax payers and rate payers' ability to afford the anticipated costs or any increases. The City will be fiscally responsible in making its final determination.

City employees are expected to share in this commitment to our tax and rate paying citizens. All wage determinations are subject to the City's budgetary process and are effective July 1 annually as based on the annual budget approval. Any wage increases described in this policy are only available if approved by the Mayor and Council. Mayor and Council reserves the right to address any pay adjustments as they deem necessary.

Pay and Classification Plan

Each job is assigned a pay grade according to such factors as: job complexity; education/experience required; scope and impact; supervision received; working relationships; working environment; and physical demands.

Within each pay grade there is a minimum, mid-point and maximum compensation. The minimum represents the lowest amount that the City feels should be paid to any employee performing a job within that pay grade. It is the entry wage to be paid to an employee hired in their respective grade. The maximum represents the highest amount that will be paid to any employee performing a job within that pay grade. Once an employee is at the maximum Mayor and Council will review a wage increase but it will be given as a lump sum bonus versus being considered part of an employees pay for benefits consideration. All employees will be assigned to one of the listed pay grades.

In most cases, a new employee begins employment at the minimum of the pay grade for the job which they were hired. Progress from the minimum, through the pay range, is based on the employee's performance which is termed a Merit Adjustment and any other pay adjustments granted by the Mayor and Council. If a pay increase is granted by them, it will take effect at the beginning of the next fiscal year (July 1), unless another date is chosen by them. Any employee

hired on or after January 1, of any calendar year will be required to work six months before becoming eligible for an increase.

The Mayor and Council will review pay annually for any adjustments as part of the fiscal year budgetary process.

Pay Rates

Periodically, as authorized by the Mayor and Council, the City will survey the rates of pay paid by other private and public sector employers in our labor market. Based on these survey results, the City Manager and Mayor and Council will evaluate whether to make changes in the City's pay grades.

The salary structure of the City of Seaford will be kept current with the application of a Plan Adjustment annually, if warranted by economic factors and the City's budget process. The Plan Adjustment shall be recommended by the City Manager to the Mayor and Council annually as part of the budget process. The Plan Adjustment shall be based on economic conditions, pier group surveys and other factors. The Plan Adjustment shall be applied to the entire salary structure and all of the eligible employees shall receive the percentage increase applied.

Employees are also eligible for Merit wage increases that are applied to their salary within their pay grade. Merit adjustments are performance based. An employee that receives a Meets Expectations, Exceeds Expectations or an outstanding performance evaluation is eligible to receive a Merit adjustment. The Merit adjustment shall be based on economic factors and the City's annual budget process. The City Manager shall recommend Merit increase percentage amounts and categories to the Mayor and Council for approval.

The application of the Plan Adjustment and the Merit increase shall be applied together. Example – Plan Adjustment = 2%; Outstanding Merit increase = 3%. Total increase applied for Outstanding Employees = 5% (not 2% Plan wage adjustment then a 3% adjustment for Merit).

Pay for Newly Hired Employees

All new employees shall be appointed at the minimum of the salary grade to which their classification is assigned; however, after a recommendation by the City Manager and approval of the Mayor and City Council, an employee may be appointed at a listed pay which exceeds the minimum. Any department head desiring to appoint an applicant at a salary exceeding the minimum shall submit a written explanation to the City Manager enumerating the reasons for the recommendation. Such justification may be based on the fact that the qualifications of the candidate exceed the minimum requirements of the classification, a shortage of qualified applicants available at the minimum pay, and/or the refusal of qualified applicants to accept employment at the minimum.

Pay Upon Promotion

The City encourages current employees to apply for vacant positions for which they are qualified. Promotions and transfers are based on the department head's recommendations, the City Manager approval, work force requirements, performance evaluations, job descriptions and related requirements.

Categories of promotions:

1. Progression because of defined time in grade, education and/or certification.
2. Advancement to a higher grade to assume new job duties and responsibilities.

The salary of a promoted employee shall be set at the minimum rate for the pay grade classification to which he/she is promoted or as determined by the City Manager.

Pay Upon Demotion

Non-disciplinary - An employee being demoted for non-disciplinary reasons shall be placed in the pay grade established for the classification to which he is demoted and shall receive the pay rate he would have achieved in the lower position if he had been employed in that position continuously as determined by the City Manager. The demotion would be determined and recommended by the direct supervisor that the employee no longer fulfills the job description requirements that is currently held.

Disciplinary - An employee being demoted for disciplinary reasons shall be placed in the pay established for the classification to which he is demoted shall be as determined by the City Manager.

Pay Upon Lateral Transfer

The pay rate of an employee, who transfers from a position or classification within one pay grade to another position or classification within the same pay grade, shall not be affected by the transfer. Exceptions to this policy may be granted by the City Manager upon the recommendation of the department head.

Pay Upon Reclassification

If the position held by an employee is reclassified to a classification assigned to a higher pay grade, the employee's pay shall be changed in the same way as if the employee had been promoted.

If the position held by an employee is reclassified to a different classification, but without a change in pay grade, the employee's pay rate will remain the same.

If the position held by an employee is reclassified to a classification assigned to a lower pay grade, the employee's pay may be changed as determined by the City Manager.

Pay for Serving in an Acting Capacity

An employee, who is assigned the duties and responsibilities of another position, which is assigned to a higher pay grade, on an acting basis, and who acts in this capacity for more than twenty (20) consecutive days, shall receive a temporary increase in pay. This increase in pay shall be effective upon the twenty-first (21) calendar day in which the employee serves in such acting capacity, and shall continue until the employee is relieved of this additional assignment.

The increase in pay for such additional assignment shall be the higher of either the minimum pay rate of the new range, or as determined by the City Manager.

The term of the employee being assigned in a temporary duty assignment shall not be for more than a period of six months unless approved by the Mayor and Council.

Pay for Employees Beyond the Maximum

If Plan Adjustments are approved by the Mayor and Council the Plan is adjusted accordingly.

Once adjusted an Employee that is beyond the maximum salary range in their pay grade may receive an annual Plan and Merit Adjustment by a lump sum payment and/or base wage adjustment. The lump sum payment may not adjust an Employee's benefits.
