

REVISED 1-11-16

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
January 12, 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.
 - Changes to agenda for this meeting.
 - Approve the change to add the discussion on Sea Level Rise for information purposes.
 - Change to the date listed for voter registration deadline from March 27, 2016 to March 25, 2016 as the last Friday in March 2016.
 - Approval of minutes of the Regular Council meeting of December 8, 2015.

Mayor Genshaw to present the Holiday Decorating Contest awards.

CORRESPONDENCE:

1.

PUBLIC COMMENT PERIOD:

NEW BUSINESS:

1. Present the Agreement between the City of Seaford and Seaford Fraternal Order of Police Bargaining Unit effective July 1, 2015 through June 30, 2018 for approval.
2. Present the amended 3/960 Promotion Process to provide a Senior Corporal position in section 3/964.05 Rank Criteria; to amend the criteria for Sergeant in the same section; and to add the rank of Senior Corporal in section 3/965.25 adding Senior Corporal for the Oral Interviews of the General Orders for the Police Department.
3. Bids - 2016 Backhoe presentation by Berley Mears, Director of Public Works.
4. Bids - Vacuum Circuit Breaker presentation by William Bennett, Supt. of Electric.
5. Present the zoning letter to be issued for Oi & Sing, LLC - Plaza Tapitia Restaurant on Sussex Highway in the Seaford Village Shopping Center by Josh Littleton, Building Official.

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6. Present information from Trust of Dorothy Andronen Fleetwood Miller regarding the offer of sale of lands to the City of Seaford and the appraisal as prepared by Carmean Appraisal Group for Council to determine their decision presentation by Dolores Slatcher, City Manager.
7. Judy Schwartz, P.E. with George, Miles and Burh to present information on Sea Level Rise Vulnerability Study for the Seaford Wastewater Treatment Facility.
8. Present for discussion the potential marker replacements for the Hooper's Landing Walking Trail needed for those damaged presentation by Charles Anderson, Asst. City Manager.

OLD BUSINESS:

1. Present finalized Charter Changes for approval to be sent to Representative Short and Senator Richardson.
2. Present the proposed Social Media Policies for General Employees and Police Department Employees based on the review by the City Solicitor.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Seaford Economic Development meeting, City Hall, Thursday, January 14th @ 9 a.m.
2. Electric Committee meeting, City Hall, Friday, January 15th @ 9 a.m.
3. Greater Seaford Chamber of Commerce, Economic Development meeting, Thursday, January 14th @ 11:30 a.m. @ Stargate Dinner
4. Think Big Meeting, City Hall, Wednesday, January 20th @ 4 p.m.
5. Police Awards Ceremony, SVFD Banquet Hall, Thursday, January 21st @ 6 p.m.

CITY OF SEAFORD

Municipal Election – April 16, 2016

The City of Seaford Municipal Election will be held on Saturday, April 16, 2016 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T

One (1) Mayor will be elected for a (2) year term

One (1) Council Member will be elected for a (3) year term.

Agenda

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All candidates must have filed by 5:00 p.m., E.S.T., February 26, 2016. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 26, 2016 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote, **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 25, 2016.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 16, 2015) and shall have one vote **provided he or she is registered on the "Books of Registered Voters maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the "Books of Registered Voters" maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver's license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

Note: To date Mayor Genshaw has filed for re-election and Councilwoman Phillips-Lowe has filed for re-election. No other candidates have filed as of Friday, January 8, 2016 at 11 a.m.

COMMITTEE REPORTS:

- 1. Police & Fire - Councilwoman Leanne Phillips-Lowe**
- 2. Administration - Councilman H. William Mulvaney III**
- 3. Parks and Recreation - Councilman Orlando Holland**
- 4. Operations Committee - Councilman Dan Henderson**
- 5. Electric - Councilwoman Peterson**

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. §1004 (e) (3))

N.B. 1
11/2/14

**TENTATIVE AGREEMENT BETWEEN THE
CITY OF SEAFORD AND
SEAFORD FRATERNAL ORDER OF POLICE**

Subject to ratification by the members of the bargaining unit and City Council, the parties agree as follows:

1. Section 6.6 shall be revised to read as follows:

6.6 Court Time

6.6.1 If an employee is required to appear in Court on off duty hours in connection with the performance of the employee's duty, such employee shall be paid at time and one-half for all Court time, with a minimum pay of 2 hours.

6.6.2 If an employee is placed on call for Court, and reports that fact to the Police Department, such employee shall be paid at the employee's regular hourly rate of pay for the initial on-call for a minimum of 2 hours. Then any extended hours by the Court will be paid at the regular rate of pay for the duration of the recorded time. In no event will hours be paid for gaps between the minimum standby and extended standby hours. Should on-call extend beyond the minimum, those hours will be paid at the regular rate of pay. In no event shall an employee receive overtime pay for on-call hours.

Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

2. Section 14.1 shall be revised to read as follows:

14.1 Eligible Employees

The City will provide health insurance, vision care, dental care and life insurance to all regular full-time employees.

3. Senior Corporal

The rank of Senior Corporal (“Sr. Cpl.”) shall be created effective July 1, 2015 with up to 5 Sr. Cpl. positions filled through the promotional testing process as set forth in Exhibit A. There shall be a 5% step increase for Sr. Cpl. rank.

4. Salaries

There shall be a general salary increase of 1.5% in year one retroactive to July 1, 2015; a 2% increase in year 2 effective July 1, 2016; and a 1.5% increase in year 3 effective July 1, 2017.

N.B.7
1/12/16

EXHIBIT A

N.B. 18
N.B. 2
11/12/16

INTEROFFICE MEMORANDUM

TO: Dolores Slatcher, City Manager
FROM: Chief Gary Morris
RE: General Orders Recommended Changes
DATE: June 17, 2015

Dolores,

I am submitting the following recommended changes to the General Orders Manual to be presented to Council upon successful negotiation agreements with the FOP to create an additional rank and pay grade for the rank of Senior Corporal.

Additionally, I have attached a copy of our promotional system chapter with all recommended additions and changes in red for the Council's convenience.

Change 1: Add the rank of Senior Corporal and list of minimum qualifications to G.O.M. 3/964.05

Change 2: Amend the time-in-grade requirements for the rank of Sergeant. G.O.M. 3/964.05

Change 3: Add the rank of Senior Corporal to be scored by Oral Interviews in G.O.M. 3/965.25

Change 4: Add the rank of Senior Corporal in the list of ranks that require final scoring for eligibility list to fill vacancies. G.O.M 3/966

Upon successful negotiations with the FOP and the passage of these changes by Council, I anticipate that the first testing for this new rank will be during the May-June 2016 promotional process, with initial promotions to be effective July 1, 2016. This implementation would keep the promotional testing within its current cycles for testing.

3/960 PROMOTIONAL PROCESS

3/960.05 POLICY

It is the policy of the Seaford Police Department to promote those persons best qualified to perform its work, and to provide promotional opportunities for the full use of employee skills and abilities. Additionally, the department's promotion policy is to fill higher level positions from the ranks of current employees, provided there are a sufficient number of qualified applicants. **(34.1.1)**

The vitality of the department is maintained through the selection and promotion of the most qualified personnel to positions of increased responsibility. The department must assist in the selection process by accurately rating and evaluating candidates for promotion, and by advancing the most qualified.

3/960.10 PURPOSE

The purpose of this directive is to provide information to serve as a comprehensive manual for the promotion system of the Seaford Police Department. **(34.1.3)**

It shall be the sole source of governance of the promotion system, and shall contain procedures which are job related and non-discriminatory. **(34.1.4)**

The process described herein shall reflect a philosophy of openness, equality, and fairness so as to enhance the credibility of the promotion system among candidates, as well as the public and those making the selections.

3/961 DEFINITIONS

TIME-IN-SERVICE – The aggregate amount of time calculated in years, which an applicant has served as a police officer with the Seaford Police Department.

TIME-IN-GRADE – The amount of time calculated in years, which an applicant has continually served in his present rank. Only continuous, unbroken service in present rank shall be considered. Prior service in present rank shall not be considered if termination of prior service in present rank was a result of reduction/demotion in rank. Time served "acting" in present rank shall not be considered.

POLICE OFFICER – A member of the Seaford Police Department serving either as a Recruit or as a sworn, certified, full-time police officer.

APPLICANT – A police officer who has filed an application to be considered as a candidate for promotion to a higher rank. The term "candidate" is synonymous with the term "applicant".

RANK – Those steps within the hierarchy of the department such as Patrolman (Ptlm.), Patrolman First Class (PFC), Corporal (Cpl.), Sergeant (Sgt.), Lieutenant (Lt.), Captain (Capt.), and Chief of Police, and all other such steps which may be created in the future.

TIME – When calculating Time-In-Grade or Time-In-Service, the starting point for such calculations shall be the first day of the month on which the applicant entered his present rank, or service in recruit status, respectively. The ending point for such calculations shall be the projected date upon which the announced promotion will become effective.

PARTIAL POINTS – When calculating points for Time-In-Service and Time-In-Grade, they are to be calculated out to the nearest tenth based on completed month. For purposes of this directive, “completed month” is a month where at least 15 days are completed.

ROUNDING OF FRACTIONS OF POINTS – All fractions of points are to be rounded off to the nearest hundredth.

COMPOSITE SCORES – The total score based upon an aggregate of all the component scores of the promotional system as described further herein.

WORKING DAYS – Are defined as those days on which the employee is scheduled to work, even if those days include Saturdays, Sundays, and legal holidays observed by other City employees.

EFFECTIVE DATE – The date upon which the promotion would become effective, if granted.

3/962 RESPONSIBILITIES WITHIN THE PROMOTIONAL PROCESS

3/962.05 ROLE OF THE CHIEF OF POLICE

The Chief of Police is responsible for the creation, organization, and administration of a comprehensive employment program for the department. This employment program includes the functional area of promotion. Any delegation of specific duties associated with the administration of the promotional process does not represent any relinquishment of that authority by the Chief of Police. Specific responsibilities include, but are not limited to: **(34.1.2)**

1. Approval of position descriptions for inclusion in the City of Seaford Position Classification System, including any prerequisites for eligibility for consideration.
2. Announcement of vacancies, and processes to be used to fill those vacancies.
3. Receipt of applications.
4. Disqualification of applicants.

5. Preparation of relevant examination components and procedures tailored to meet the needs of the department and which are job-related, non-discriminatory, and measure the skills, knowledge, and abilities of employees for positions. **(34.1.4)**
6. Assuring all examinations are in compliance with the City's Equal Employment Opportunity commitments, programs, practices, and policy. **(34.1.4)**
7. Establishing, maintaining, and periodically purging promotional eligibility lists for positions in the department that are necessary to meet its needs. Promotional eligibility lists shall remain in effect until the next promotional process, unless they become exhausted or are closed by the Chief of Police.
8. Selecting and assisting in the development of measurement instruments that are used in determining skills, knowledge, and abilities of employees for positions.
9. Conducting oral interviews of candidates qualified for promotion.
10. Administering probationary periods for new promotees.
11. Removing from eligibility lists the name of any applicant who has been placed on the list if it is determined that any of the following conditions exist:
 - a. The applicant has intentionally made a false statement in his application.
 - b. The applicant fails to respond for an interview when properly notified.
12. Notifying each applicant of the removal of their name from the eligibility list and the reason for removal.
13. Periodically reviewing and revising the promotional system and process. **(34.2.3)**

3/963 PROMOTIONAL PROCEDURE

3/963.05 EXAMINATIONS

The promotional process of the Seaford Police Department shall apply to all uniformed ranks applicable to certified full-time police officers. All promotions shall be made according to merit. Merit may be determined by examinations or other standards approved by the Chief of Police and/or the City Manager.

Examinations shall relate to those matters which will test fairly the capacity and fitness of the candidate to discharge effectively the duties of the position for which the examinations are held.

Examinations may be written, oral, performance based, or any combination of these. Such tests may take into consideration such factors as education, experience, aptitude, knowledge, or any other qualifications or attributes which in the judgment of the Chief of Police enter into the relative fitness of the applicant.

Examinations will be held every two years. In the event that no eligibility list exists for an unfilled position, the Chief of Police may, at his discretion, conduct a promotional exam to fill the unfilled position. Examinations for the rank of Corporal will be held as needed. If an officer testing for the rank of Corporal fails the exam, he will not be eligible to re-test for at least six months. It is the responsibility of the officer to notify the Chief of Police of their intent to re-test, and the date of their eligibility.

Examination announcements will be issued no less than 30 calendar days prior to the administration of the written component. This announcement shall identify the prerequisites of the job, and includes all dates, times, and locations of all components of the promotional process. All reference material necessary to be reviewed for the written examination will be listed in the announcement. (34.21.5, 34.1.6)

3/963.10 APPLICATION TO PARTICIPATE

Candidates shall be required to file an application to participate in the promotional process. An applicant's memorandum of intent to participate must be submitted to the Chief of Police, through the applicant's immediate supervisor, no later than ten (10) calendar days after the announcement of the examination.

The memorandum of intent to participate shall include the following:

- ◆ The applicant's date of appointment to the department.
- ◆ The date on which the applicant was promoted to his current rank.

An application shall be deemed to have been filed in a timely manner if received by the applicant's Shift Commander no later than 2359 hours of the tenth calendar day, and so marked by said Shift Commander as being so received.

3/963.20 ORAL INTERVIEWS

Oral interviews will be held as soon as possible after the written examinations have been completed. Oral interviews will be conducted after all appeals of the written examinations have been resolved.

3/963.25 FINAL COMPOSITE SCORE AND STANDING

Each candidate will be notified, in writing, by the Chief of Police of his final composite score. As soon as possible after the administration of the examinations, eligibility lists will be established for the subject vacancy.

3/963.30 CANDIDATE RESPONSIBILITIES

It shall be the responsibility of each candidate to know where and when each component of the promotional process is being conducted, and to be prepared by either having the necessary equipment or clothing in order to take each component part of the test.

If a member is absent for any part of the promotional process due to circumstances beyond his control, he must notify the Chief of Police or the on-duty Shift Commander immediately of the reason. As a rule, only four (4) conditions will warrant the absence of an employee on the day of an examination or interview, which must be supported by appropriate documentation, with the burden of proof being on the candidate to produce the documentation to prove the claim:

- ◆ Court appearance.
- ◆ Military leave due to Presidential call-up of Reserve or National Guard units for active duty.
- ◆ Serious illness/injury to member or immediate family requiring hospital admission.
- ◆ A personal emergency (e.g., involvement in a 10-10 enroute to the test).

3/964 ELIGIBILITY REQUIREMENTS

Certain Time-In-Service, Time-In-Grade, performance evaluation, employment/position status (permanent vs. probationary), and disciplinary history criteria are established for an applicant's eligibility to participate in the promotional process. Any questions about eligibility must be submitted in writing to the Chief of Police, through the applicant's appropriate chain of command, immediately following announcement of the written examination date. (34.1.7, 34.1.8)

3/964.05 RANK CRITERIA

To be eligible for consideration for promotion, each candidate must meet the following minimum requirements:

Patrolman First Class:

- ◆ Must submit an application within the specified time frame. Refer 3/963.10.
- ◆ Satisfactory completion of 2 years continuous time-in-service from the date of employment as a full-time police officer with the department.
- ◆ Not on probation or serving a re-evaluation period in connection with a Notice of Unsatisfactory Performance as of the effective date of the promotion.
- ◆ Annual performance evaluations within the preceding 2-year-period have met minimum standards of the department; with no single rating category of Unsatisfactory.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Not currently under investigation for a departmental infraction at time of promotional consideration.

Corporal:

- ◆ Must submit an application within the specified time frame. Refer 3/963.10.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Not currently under investigation for a departmental infraction at the time of promotional consideration.
- ◆ Satisfactory completion of three years in grade at the rank of Patrolman First Class.
- ◆ Annual performance evaluations within the preceding 2 years have met minimum standards of the department, with no single rating category of “Unsatisfactory”.
- ◆ Successful completion of a written examination with a minimum test score of at least seventy percent (70%).

Senior Corporal:

- ◆ Must submit an application within the specified time frame. Refer 3/963.10.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Not currently under investigation for a departmental infraction at the time of promotional consideration.
- ◆ Must currently hold the rank of Corporal with three (3) years time-in-grade.
- ◆ Annual performance evaluations within the preceding 2 year period have met the minimum standards of the department, with no single rating category of Unsatisfactory.
- ◆ Successful completion of a written examination with a minimum test score of at least seventy percent (70%).

Sergeant

- ◆ Must submit an application within the specified time frame. Refer 3/963.10.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Not currently under investigation for a departmental infraction at the time of promotional consideration.
- ◆ Must currently hold the rank of Corporal, with five (5) years time-in-grade or the combination of three years as Corporal and currently hold the rank of Senior Corporal for the remaining years to have five years time-in-grade for eligibility.
- ◆ Annual performance evaluations within the preceding 2 year period have met the minimum standards of the department, with no single rating category of Unsatisfactory.
- ◆ Successful completion of a written examination with a minimum test score of at least seventy percent (70%).

Lieutenant:

- ◆ Must submit an application within the specified time frame. Refer 3/963.10.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Not currently under investigation for a departmental infraction at the time of promotional consideration.
- ◆ Must currently hold the rank of Sergeant with two (2) years time-in-grade.
- ◆ Annual performance evaluations within the preceding 2 year period have met the minimum standards of the department, with no single rating category of Unsatisfactory.
- ◆ Successful completion of a written examination with a minimum test score of at least seventy percent (70%).

Captain:

Promotional considerations for this position will be comprised of the following:

- ◆ Notification in writing, to the Chief of Police for promotional consideration to the rank of Captain within the specified time frame. Refer 3/963.10.
- ◆ Must currently hold the rank of Lieutenant.

- ◆ Education.
- ◆ Law enforcement experience.
- ◆ Oral board.
- ◆ Must have received consecutive “promotable” Performance Evaluations within the designated promotion period.
- ◆ Annual performance evaluations within the preceding 2 years have met minimum standards of the department, with no single rating category of “Unsatisfactory”.
- ◆ Not currently under investigation for a departmental infraction at the time of promotional consideration.

3/964.10 WAIVER REQUESTS

Qualifying experience (time-in-service, time-in-grade) may be waived by the Chief of Police if a sufficient number of applicants with the required years of experience to compete for a vacant position are not available. This request for a waiver must be made in writing to the Chief of Police.

3/964.15 TEMPORARY DISQUALIFICATION

Any candidate who is physically unable to perform the duties of their current rank or the rank to which they seek promotion shall be temporarily disqualified from consideration for any promotion. The disqualified candidate shall retain his standing on the Eligibility List and final ranking, and may be considered for promotion to fill any future vacancy which occurs after the employee’s period of disqualification has expired. Employees shall not be prohibited from participation in the promotional process because of probationary status, disciplinary action, or fitness for duty.

3/965 COMPONENTS OF THE PROMOTIONAL PROCESS

The promotional process is comprised of several elements (components), each of which serves a different purpose in the process. Annual Performance Evaluations, written examinations, oral board interviews, and time-in-service are all used in a 100-point system to establish a rank-ordered list from which selections will be made based upon merit.

NOTE: Percentage points equal actual points on a 100-point scale.

3/965.05 LONGEVITY

Longevity of service tends to indicate a person's propensity for understanding the role of the department within the community it serves, the goals and objectives of the department, and the roles of the various levels within the framework of the organization as a whole.

A properly constructed advancement system recognizes these advantages without penalizing a person for his relative youth within the organization. For these reasons, five percent (5%) of the composite score has been assigned to actual Time-In-Service with the Seaford Police Department, as follows:

5 years	=	.5 point
6 years	=	1 point
7 years	=	2 points
8 years	=	3 points
9 years	=	4 points
10 years	=	5 points

3/965.10 PERFORMANCE EVALUATIONS

Employee performance evaluations are completed on each officer in his present position annually as part of the Seaford Police Department's Performance Evaluation Program. It is recognized that these evaluations are not in and of themselves predictive tools designed to project potential for promotion. However, they do serve as an historical basis for determining each officer's proven ability to grow and mature in his/her present assignment and rank.

These instruments serve to record and report data relative to the applicant's attitude and maturity; level of knowledge as to the law, departmental procedures/policies, and technical skills; ability to communicate orally and in writing; common sense and judgment; and supervisory skills, if applicable.

It is reasonable to believe that a person who has performed well at his present level could be expected to perform better at the next higher level.

Therefore, the department has chosen to use the annual Performance Evaluations within the two (2) year period immediately preceding the selected date of the written promotional test for consideration for promotion.

3/965.11 COMPOSITE SCORE FOR PERFORMANCE EVALUATIONS

The actual composite score for the Performance Evaluation rating segment is calculated as follows:

- ◆ Performance Evaluations shall be assigned a numeric value based on standard scoring grid utilizing the Seaford Police Department Past Performance Appraisal. The scoring grid shall be as follows:

%	Category	Unsat	Imp. Need.	Sat	Ex. Sat.	Outst.	Score
		0	50	75	85	100	
	EXAMPLE						
10	Category 1 Multiply % x Score				85		8.5
15	Category 2 Multiply % x Score			75			11.25
25	Category 3 Multiply % x Score					100	25
30	Category 4 Multiply % x Score			75			22.5
20	Category 5 Multiply % x Score				85		17
	Total Score						84.25

- ◆ Total the scores for each Performance Evaluation given during the two (2) year period immediately preceding the selected date of the test.
- ◆ Add the scores together and determine the sum total of all Performance Evaluation scores.
- ◆ Divide the sum total by the total number of Performance Evaluations to determine the average Performance Evaluation score during the specified promotion period.
- ◆ The weight given to the Performance Evaluation for promotional consideration is forty percent (40%).
- ◆ Multiply the weight (40%) by the average Performance Evaluation score in order to determine the portion of the composite score.

For example: 2 annual Performance Evaluations
 $2 \times 100 = 200$
 $200/2 = 100$
 $100 \times .40 = 40$ (40 points or 40% of total composite score)

When a supervisor evaluates assigned personnel using the annual Performance Evaluation, there are five rating categories to be considered:

- Outstanding
- Exceeds Satisfactory
- Satisfactory
- Improvement Needed
- Unsatisfactory

Whenever a supervisor assigns a subordinate police officer's performance in one or more applicable work behaviors as **Unsatisfactory** that police officer will be determined to be **Non-Promotable**.

Whenever a police officer receives any non-promotable Performance Evaluation during the period considered for promotion, that officer will not be considered eligible for promotion for that promotional period.

Supervisors are reminded that whenever a non-promotable evaluation is determined, it must be supported with written documentation.

3/965.20 WRITTEN EXAMINATIONS

One of the primary tools for predicting the promotional potential and probable success potential of candidates will be the written examination. The written examination is designed to evaluate an officer's general knowledge and reasoning ability including, but not limited to, topics such as patrol, criminal investigation, constitutional law, human relations, supervision, and police administration. The tests will also measure an applicant's reading skills and ability to interpret information. The emphasis on various topics will be determined by the particular rank for which the test was designed to evaluate and measure.

The written examination will comprise thirty-five percent (35% = 35 points) of the composite score.

The written examination will be obtained by the Chief of Police from a recognized source of validated test services which provides police test products suitable for the ranks of Corporal, Sergeant, and Lieutenant.

The number of questions comprising the examination and the point value of each question shall be established by the testing service. Questions will be taken from those sources identified by the test service as listed in the bibliography of reference materials contained in the memorandum announcing the promotional process.

The written examination shall be administered by the Chief of Police. There will be a separate examination for each rank tested.

Candidates shall be given that amount of time to complete the examination as recommended by the testing service providing the test product, but shall not exceed three (3) hours. All completed written examinations shall be returned to the testing service for computerized machine scoring.

3/965.21 REVIEW OF THE WRITTEN EXAMINATION

Promotional candidates are permitted to review the written examinations provided the following conditions are met:

- ◆ Candidates may review only the items they got wrong.
- ◆ Candidates may be told which incorrect answer they selected.
- ◆ Candidates may not be told what the correct answer is; they are to defend their answer or to challenge all provided answers.
- ◆ Candidates may bring in reference materials from which documentation can be provided for their selected answer.
- ◆ Candidates may not review their answer sheet or the answer stencil.
- ◆ Candidates may not copy down or reproduce answers.
- ◆ The review must take place one-on-one with the Chief of Police.

3/965.22 APPEAL OF EXAMINATION QUESTIONS

Any appeal to any examination question must be in writing. The proper format will be in the form of a typed Interoffice Memorandum.

Challenges to a particular item may be forwarded to the Chief of Police for consideration and rebuttal. Candidates disputing an item are required to provide documentation to support their answers. Such documentation will consist of:

- 1) A photocopy of the supporting material;
- 2) Complete reference citation of the supporting material (i.e., title, author(s)/editor(s), publisher, city/state of publication, and page number(s)).

The Chief of Police will respond to documented item challenges within three (3) weeks.

3/965.25 ORAL INTERVIEWS

One of the tools used in evaluating the promotion potential and probable success potential of candidates will be the oral interview, which will represent a significant portion of the promotional process. All promotional candidates that receive a minimum score of seventy percent (70%) on the written examination will be scheduled for an oral interview, as applicable.

The oral interview will comprise twenty percent (20% = 20 points) of the composite score for the ranks of Senior Corporal, Sergeant, and Lieutenant.

The Chief of Police shall appoint the members of each oral interview board. Boards will be structured so as to eliminate or reduce the potential for conflicts of interest through the use of police supervisors and managers from outside law enforcement agencies.

The content of the interview questions shall be standardized and are intended to analyze each candidate's understanding of topics such as Delaware law, City ordinances, departmental directives, policies, and procedures, and principles of supervision. The oral interview board will also rate each applicant on communication skills, personal appearance, knowledge, and abilities.

Responsibility for formulating questions to be asked by any particular board shall rest with the Chief of Police.

Personnel appearing before a promotional oral interview board shall be attired in civilian clothes.

Each oral board member shall use a standard form to score each candidate during the interview. The examiner will compute the score for each rating category, and add all scores to arrive at a total score for that examiner of that candidate.

Examination of each candidate by the oral interview board shall be approximately 30 minutes in duration. Examination sessions shall be scheduled at 45-minute intervals so as to allow ample time for the board members to complete the score sheets on the previous candidate before the next interview commences.

A member of the Seaford Police Department will be present, (but will not participate in any way), during the oral board process. The member present will be designated by the Chief of Police and will be the Oral Board Coordinator.

During the oral board process, the Oral Board Coordinator of the Seaford Police Department, designated by the Chief of Police, will:

- ◆ Assist the Chief of Police with the selection of a three-member oral board.

- ◆ Will select the location, date, and time where the oral board will be held.
- ◆ Will notify promotional candidates, in writing, as to when they must report for participation in the oral board.
- ◆ Will assign each promotional candidate an identification number.
- ◆ Will introduce promotional candidates to the oral board, using promotional candidate's number.
- ◆ Will be present, but seated away from the board members and candidates, so as not to interfere during the oral board process.
- ◆ Oral Board Coordinator will collect rating sheets from oral board members and seal them in a plain envelope displaying the promotional candidate's assigned number.

3/966 RANKING OF CANDIDATES

Upon completion of the various components of the promotional process, the weighted scores (points) shall be combined to establish the Composite Score (total) for each candidate. Refer 3/961.

The applicants for each rank shall be listed according to their composite scores, in descending order from the highest score to the lowest score.

For the rank of Corporal, final ranking will be on a "Pass/Fail" basis, with a minimum score of seventy percent (70%) on the written examination required for promotion.

Promotions to the rank of **Senior Corporal**, Sergeant, and Lieutenant shall be made from the resulting list which shall be certified by the Chief of Police. Promotional eligibility lists for promotion to the ranks of **Senior Corporal**, Sergeant, and Lieutenant shall remain in effect for such periods as established by the Chief of Police.

Promotions will normally be announced in a departmental memorandum which will state an effective date for the promotion, to include any change in job description, title, and insignia. (34.2.2)

3/967 REVIEW OF PROMOTIONAL PROCESS

After the final rankings and promotional eligibility list have been announced and posted, and all appeals have been disposed of, each candidate will be given the opportunity to review his results for each component of the process, to include the composite score.

Requests to review promotional process results must be submitted in writing to the Chief of Police through the Chain of Command.

Appointments to review results will be made at the convenience of the Chief of Police, as time permits.

This review may only include:

Review of specific questions from the written examination and the appropriate answer.

- 1) Review of a summary of the results of his oral interview.
- 2) Review copies of past Performance Evaluations used for consideration within the promotional process. **(34.2.2)**

3/968 APPEAL OF THE PROMOTIONAL PROCESS

The right of a candidate to challenge any aspect of the promotional process is an integral part of the process itself. Only the following may be part of the appeal process:

- Adverse decisions concerning eligibility.
- Review of scored elements of the process used to determine composite score.
- Appeal of written examination questions. Refer 3/965.22.

The final selection of qualified candidates for available vacancies by the Chief of Police is not subject to appeal.

All appeals must:

- ◆ Be in writing according to standard departmental memorandum style through the Chain of Command to the Chief of Police.
- ◆ Contain the following facts or circumstances at a minimum:
 - A description of the problem sufficient for the reader to determine the nature of the complaint.
 - A description of the facts which form the basis for belief that a mistake has been made or a wrong doing has occurred, sufficient to justify a grant of relief; to wit, such facts as would lead a reasonably prudent person to believe that substantial evidence exists to believe that a mistake has been made or a wrong doing has occurred.

- A description of the relief sought by appellant.
- Be filed within five (5) working days after notification of the initial promotional eligibility list containing the final rankings of all candidates who participated in the promotional process. **(34.2.2)**

3/969 NOTICE OF INITIAL ELIGIBILITY

Within 15 working days after the close of the application period, the Chief of Police shall notify in writing each applicant who was found ineligible for further consideration for promotion, the reasons for his decision, and the procedure for appeal of the decision.

An applicant may file an appeal of an ineligibility decision in writing to the Chief of Police within five (5) working days after receipt of the Chief's initial decision. The scope of this appeal shall be limited to the following issues:

- Timeliness, completeness, and accuracy of the application.
- Calculation of Time-In-Service/Grade.
- Determination as to whether applicant meets any special requirements, if any, (e.g., Promotable vs. Non-promotable Performance Evaluation).

All appeals shall be considered and resolved by the Chief of Police within 15 working days of the close of the time for filing appeals.

If the Chief grants the appeal, he shall immediately restore the applicant to the eligibility list.

If the Chief of Police denies the appeal, the applicant may pursue the subsequent recourse following the Grievance Procedures as delineated in the City of Seaford Employee Handbook, Division 13, Section 2-141.

3/970 NOTICE OF RESULTS OF WRITTEN EXAMINATION AND ORAL INTERVIEW

The Chief of Police shall notify all promotional candidates, in writing, of the results of the written examinations and oral interviews as soon as possible after receipt of the scored results from the testing service and the oral interview board.

Appeals shall be submitted in writing to the Chief of Police within five (5) working days of the posting of the scores. Appeals of answers to written examination questions shall

contain a detailed explanation of the basis upon which the appeal is made, citing information from the bibliographic source upon which the original question was based.

Appeals of questions based upon alleged conflict between department directives, procedures or policies, and the contents of the bibliographic sources for the answers may be resolved immediately by the Chief of Police. All other appeals of written examination questions shall be forwarded to the testing service for consideration and recommendation.

The Chief of Police shall issue a decision on all appeals within 15 working days of receipt of the appeal or receipt of the testing service's response, whichever is later. The Chief shall notify the promotional candidate, in writing, of the final results.

Candidates reviewing oral interview results are prohibited from taking notes or bringing writing material with them while reviewing their results. The identity of each scorer for the oral interviews shall, however, remain confidential in regard to which examiner assigned which score. Appeals shall be limited to the following issues:

- Job relatedness of the questions.
- Whether the questions were legitimately within the scope of this directive.
- Mathematical computation of scores, preliminary and final.
- General appeal in which a candidate shall have the right of general appeal where it is alleged that the integrity of the system has been breached through cheating or otherwise, so as to place appellant in a position of disadvantage or some other person in a position of advantage, either of which operated to appellant's detriment. (34.2.2)

3/971 PROBATIONARY PERIOD

The probationary period for promotion is regarded as an integral part of the promotional process. It shall be for a period of 6 months unless abbreviated or extended by the Chief of Police.

This period shall be used for close observation of the new promotee's work; for securing the most effective adjustment of the promotee to his new position/rank; and for rejecting any promotee whose performance does not meet the required work standards of his new position/rank.

Upon promotion, monthly evaluations will be conducted using a written, formal counseling form completed by the new promotee's supervisor. The Counseling Form will be forwarded to the Chief of Police and placed in the employee's personnel file. The Counseling Form should reflect both positive and negative aspects of the employee's performance.

Promotees on probation shall be closely observed and strictly rated. As early as possible during the probationary period, unsatisfactory areas of performance shall be documented and the promotee advised in writing about the need for improvement.

At the end of the probationary period, the overall work performance of the probationary promotee will be reviewed by the Chief of Police.

At any time prior to the expiration of the probationary period, upon the recommendation of the Chief of Police, the employee shall be informed of his unsatisfactory performance and subject to demotion. A probationary promotee who holds permanent status in a lower classification will be returned to that lower classification if demoted and informed of how to address an appeal. (34.2.1)

3/972 PROMOTION SYSTEM INTEGRITY

No person, as an examiner, or person with access to written or oral board questions or answers shall in any way breach the integrity of the system by making any information concerning either questions or answers available in any form to anyone not authorized access thereto.

No person, as an applicant/candidate for promotion, shall discuss questions/answers to any written or oral board question to which he has gained access (legitimately or otherwise) with anyone, until after the final eligibility list has been posted announcing the promotion(s).

No employee of the department shall engage in any course of conduct, either alone or in concert with others, which in any way endangers the integrity, fairness, impartiality, or security of the promotional process.

Any employee of the department having knowledge of a breach of system integrity as described above shall have an affirmative duty to report same immediately.

Any person violating these provisions of this directive shall be deemed to have engaged in gross misconduct and may be subject to punishment in any manner provided for under the General Orders Manual Section 3/800.

References:

- Williamsburg (VA) PD A.O. #34-1
- Dover (DE) Town PD G.O. #34
- Milford (DE) PD Policy #34.1
- Newark (DE) PD G.O. #34.1.A
- Del. River & Bay Auth. Police Promotion Process Memo
From G. Ferrese to Chief Maichle, "Policy Concerning
The Rank of PFC & CPL., 8/25/89

Rehoboth Beach (DE) PD

N.B.1
1/12/16

AN AGREEMENT
BETWEEN THE
CITY OF SEAFORD
AND
SEAFORD FRATERNAL ORDER OF POLICE BARGAINING UNIT
JULY 1, 2015 - JUNE 30, 2018

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The AGREEMENT entered into this _____ day of _____, 2016, by and between the CITY OF SEAFORD, a Municipal Corporation of the State of Delaware, hereinafter referred to as the “City” or as the “Employer”, and the SEAFORD FRATERNAL ORDER OF POLICE BARGAINING UNIT AND THEIR ELECTED REPRESENTATIVES, hereinafter referred to as the “Union” or “Employees”, WITNESSETH:

ARTICLE 1 GENERAL

1.1 Purpose of the Agreement

It is the purpose of this Agreement to achieve better understanding between the Employer and the Employees; to provide for equitable adjustment of difference which arise; and to establish compatible employment relations.

1.2 Terms of the Agreement

The terms of this Agreement shall become effective on July 1, 2015, unless otherwise noted, and shall continue in effect until June 30, 2018. Provided, however, this Agreement shall remain in force and effect until a new Agreement is entered into between the parties. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin January 1, 2018.

1.3 Recognition of Bargaining Agent

Pursuant to 19 Del. Code Ann. § 1601 et seq., the Police Officers' and Firefighters' Employment Relations Act, the City recognizes and grants to City police officers ("police officers" is not intended to refer to cadets or part-time police officers employed less than 20 hours a week) within the bargaining unit designated by the Public Employment Relations Board ("employee"), and to enter into collective bargaining negotiations with the willingness to resolve disputes relating to terms and conditions of employment, and to reduce to writing any agreements reached through such negotiations.

1.4 Maintenance of Standards

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Management Rights

The parties recognize that an area of responsibility must be reserved to the management of the City if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this agreement.

The determination of the services and the standard of services to be rendered to the citizens of the City; the determination of the City's financial organization, policies and accounting procedures; the determination of the standards to be used in selection for employment; the sole right to hire; the determinations of the number of men or women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the

City's operations are to be conducted; the determination of the content of job classifications; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this agreement. Provided, however, if the City changes eligibility requirements for an existing position within the Police Department, the City shall notify employees 6 months prior to implementing the change and existing employees seeking a promotion to such a position shall not be subject to the change during that 6 month period.

2.2 In a bona fide emergency affecting the health or safety of the residents of the City (e.g. a natural disaster), the Mayor and Council take appropriate action, but only for the duration of such an emergency.

2.3 No provision of this Article is intended to affect an Employee's rights under the Law-Enforcement Officers' Bill of Rights except to the extent permitted in 11 Del. C. §9203.

ARTICLE 3 PROBATIONARY PERIOD

3.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of one (1) year from date of certification. Employees who are Delaware certified on the date of hire shall be subject to a probationary period of six (6) months. For purposes of this Agreement, "certification" means the date of the letter of certification from the director of Police Training bestowing the power of arrest.

3.2 During the probationary period, an employee may be dismissed from service for performance reasons without a breach of this Agreement or constituting a

grievance. Disciplinary cases shall be subject to the Police Officer's Bill of Rights.

ARTICLE 4 DEDUCTION FROM SALARY

4.1 Union Security

All employees have the right to join or refrain from joining the Union. Any employee who chooses not to join the Union and who is covered by the terms of this Agreement, shall, however, be required to pay to the Union a periodic service fee to defray the cost in connection with the Union's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement. The payment of such a service fee, as a condition of continued employment, applies to all employees covered by this Agreement effective on the thirtieth (30th) day following being sworn-in as a police officer of the Seaford Police Department or the effective date of this Agreement, whichever is later. Such payments shall be payable on or before the first (1st) day of each month and such sums shall in no case exceed the membership dues, and uniform assessments paid by those employees who are members of the Union.

4.2 The City agrees to deduct dues or the service fee from the pay of employees who certify that they authorize such deduction by executing an authorization form. Such funds shall be sent to the designated financial officer of the Union not later than the 30th of each month. In the event the Union changes the amount of dues or service fees, it shall notify the City in writing at least 60 days prior to the effective date of the change.

4.3 **Fair Representation**

The Union agrees that it shall fully and fairly represent all members of the bargaining unit.

4.4 **Indemnification**

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and other forms of liability, including attorneys fees, arising out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 5 GRIEVANCE PROCEDURES

5.1 **Definitions**

5.1.1 Grievances are limited to matters involving interpretation and enforcement of this Agreement, but shall not include matters of discipline, which are handled according to the Law Enforcement officers Bill of Rights.

5.1.2 "Days" means calendar days.

5.2 **Policy**

5.2.1 It shall be the responsibility of the City to establish and maintain a work climate within which an employee's grievance may be identified, presented, discussed and given fair, prompt consideration.

5.2.2 In presenting a grievance, an employee must be assured freedom from restraint, interference, coercion, discrimination and reprisal.

5.2.3 Employees have the right to representation of their own choosing and at their own expense at any level of review.

5.2.4 The aggrieved employee, a Union representative, and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

5.2.5 The Union must receive notice of any grievance filed and have an opportunity to appear with the grievant at all steps of the grievance procedure.

5.3 **Procedure**

5.3.1 **Filing a Grievance**

In the event a problem cannot be settled informally through oral discussions with an employee's supervisor, a grievance may be filed if an employee feels he/she has been or will be adversely affected.

5.3.2 When an employee, or the Union acting on behalf of the employee(s), has a grievance, the following steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for the presentation, consideration and disposition of employee grievances is as follows:

Step 1. The employee, and/or a Union representative, shall present the grievance in writing to the Chief of Police within twenty (20) days of its occurrence or knowledge of the occurrence. The Chief, or the Chief's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

Step 2. If the decision of the Chief is not satisfactory to the employee, or the Chief of Police fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the employee or the Union representative to the City Manager within ten (10) days after the employee received the Step 1 decision, or within 10 days after the response at Step 1 was due. The City Manager, or the City Manager's designee, shall respond in writing to the employee and the Union, representative within ten (10) days after receipt of the appeal.

5.4 **Step 3.** If the decision of the City Manager is not satisfactory to the employee, or the City Manager fails to answer the grievance within the prescribed time, a final appeal of the decision may be made by the employee, or the Union, to the Mayor and Council within ten (10) days from the date of the City Manager's determination, or within ten (10) days after the response at Step 2 was due. The Mayor and Council shall be provided copies of the reasons for the grievance and the determination made by the Chief and City Manager if applicable. The hearing shall be open to all concerned parties and the employee may examine all evidence.

The Mayor and Council shall review the case, consult with whatever sources deemed appropriate and within thirty (30) calendar days issue a decision. Then the City Manager shall within three (3) calendar days transmit the decision to the Union with one copy sent to the employee by certified mail.

ARTICLE 6 HOURS OF DUTY - OVERTIME COMPENSATION

6.1 Regular Work Period

For employees working 12 hour shifts, the regular duty work period is 80 hours within a period of 14 consecutive days consisting of 2 consecutive calendar weeks. For employees working 8 hour shifts, the regular duty work period is 40 hours in a work week.

6.2 A “regular work day” for patrol officers shall consist of 12 consecutive hours. A regular work day for other employees shall consist of 8 consecutive hours.

6.3 Overtime

Overtime shall be paid at the rate of time and one-half the employee's regular base rate of pay for all duty hours performed in excess of eighty (80) hours in a work period for employees working 12 hour shifts, and for all duty hours performed in excess of 40 hours in a work week for employees working 8 hour shifts.

6.4 Part-Time Employees

6.4.1 The City shall have the right to hire part-time police officers. Part-time officers shall work no more than 20 hours a week, shall receive no benefits and accrue no pension, and shall be paid at the starting salary for patrolman.

6.4.2 Part-time officers shall be certified as police officers by the Delaware Council on Police Training.

6.4.3 Employees shall have the right of first refusal for any work offered to part-time police officers.

6.4.4 The City shall not use part-time police officers to displace or replace employees. Rather, part-time police officers shall be used to supplement police services in

emergency situations. "Emergency situations" includes situations where no employee exercises the right of first refusal for work offered to part-time police officers.

6.5 New Employees

6.5.1. A new employee shall be placed no higher than the patrolman rank on the salary schedule.

6.5.2. A new employee shall be paid at least the minimum rate of pay for the employee's position. A new employee may be placed at a higher step on the patrolman salary schedule.

6.6 Court Time

6.6.1 If an employee is required to appear in Court on off duty hours in connection with the performance of the employee's duty, such employee shall be paid at time and one-half for all Court time, with a minimum pay of 2 hours.

6.6.2 If an employee is placed on call for Court, and reports that fact to the Police Department, such employee shall be paid at the employee's regular hourly rate of pay for the initial on-call for a minimum of 2 hours. Then any extended hours by the Court will be paid at the regular rate of pay for the duration of the recorded time. In no event will hours be paid for gaps between the minimum standby and extended standby hours. Should on-call extend beyond the minimum, those hours will be paid at the regular rate of pay. In no event shall an employee receive overtime pay for on-call hours.

Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

6.7 On-Call Pay

If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hour's pay at the employee's regular base rate of pay for each week the employee is on-call. If the Chief places an employee on-call for a period of less than an entire week, such an employee shall be paid at the employee's regular base rate of pay for such on-call time. If an employee is called in to work beyond the employee's scheduled work hours, the employee shall be paid in accordance with Article 6.8.

6.8 Call-Out Pay

If an employee is called in to work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 2 hours, or for the call-out time actually worked, whichever is greater.

6.9 Working In A Higher Pay Grade

An employee who, with the approval of the Chief, works for at least 20 consecutive work days in a higher pay grade (for example a corporal working as a sergeant) shall, for the duration of such a temporary assignment, be paid at the rate of pay for the higher pay grade.

6.10 No Pyramiding of Premium Pay

Overtime or premium pay shall not be pyramided, compounded or paid twice for

the same time worked.

6.11 Station Meetings

As part of their professional obligation, employees may be required to attend four station meetings each year, and shall be compensated for one hour for each such meeting. If an employee elects to remain at such a meeting for a period longer than one hour, the employee will not be compensated for such additional time.

6.12 Special Duty Assignments

The Union shall establish the hourly rates charged to the vendor for special duty assignments, and shall administer the allocation of such assignments among employees. The City reserves the right to charge the vendor for the use of a vehicle in the performance of special duty assignments. Upon completion of the special duty assignment, the employee performing the assignment shall submit a time sheet to the City, the City pays the employee for the time worked at the rate established by the Union, less the following deductions from the amount collected for the performance of special duty assignments:

Administrative Fee of 3%
Federal & State Income Taxes
Employee's Portion of Social Security Taxes
Employee's Portion of Medicare Taxes
Worker's Compensation Insurance

ARTICLE 7 PAID HOLIDAYS

7.1 The following days are holidays with pay:

Birthday
New Year's Day
Good Friday
Memorial Day
Independence Day

Labor Day
2 Days for Thanksgiving
2 Days for Christmas

To the extent the State observes such holidays, the City will schedule the holidays on the same day the holidays are observed by the State.

7.2 Birthday Holiday

Each calendar year an employee is entitled to 8 hours off for the employee's birthday. The employee is not required to take these hours on the date of the employee's birthday.

7.3 Weekend Holidays

For day workers, when a holiday falls on a Saturday, the preceding business day shall be considered the holiday; and whenever the holiday falls on Sunday, the following business day shall be considered the holiday, except for employees whose work cycle required them to work Saturday or Sunday. All employees other than day workers shall receive holiday pay for the day of the holiday irrespective of whether the holiday falls on a Saturday or Sunday. "Day workers" refers to employees who consistently work during normal business hours.

7.4 Holiday Pay

Holiday pay shall be eight hours of the employee's base rate of pay.

7.5 Holiday Premium Pay

If an employee is required to work on a paid holiday, the employee shall, in addition to holiday pay, receive, one and one-half the employee's regular rate of pay for such hours worked (i.e. a total of two and one-half times the employee's regular rate of pay for such hours worked).

7.6 Limitation On Right To Receive Holiday Pay

In order to receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled workday following the holiday if work is available. Holiday pay will be provided if any such absence is due to an approved leave granted by the City.

7.7 Failure to Report If Assigned To Work On Holiday

An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave, shall not receive pay for the holiday.

ARTICLE 8 VACATIONS

8.1 Eligibility For Vacation

All employees who have completed the required service shall be entitled to vacation with pay.

8.1.1 Employees hired prior to July 1 in a calendar year will, following 6 months of employment, be eligible for 40 hours of vacation before December 31 in the calendar year in which such an employee is hired. Such employees may carry over the 40 hours vacation into the next calendar year. Employees hired after July 1 in a calendar year will not be eligible for any vacation until the next calendar year, and until after 6 months of employment.

8.1.2 On January 1 each calendar year employees receive their vacation allowance. Should an anniversary year occur within the calendar year resulting in additional vacation hours, such vacation hours will be credited to the employee effective on January 1.

8.2 Scheduling

Vacations must be taken in the year they are earned. Vacation which is not taken in the years earned will be lost unless accumulation is permitted by Sections 8.1.1, 8.4 or the City Manager permits vacation hours to be carried over.

8.3 Length of Vacation

An employee's anniversary date is the date used to determine years of service for vacation period changes. Vacations are earned annually as of January 1, including the first, fifth, tenth, and fifteenth year. These specified years of service are when an employee becomes eligible for vacation or additional hours of vacation.

YEARS OF SERVICE	VACATION PERIOD
Less than 5	80 hours
5 but less than 10	120 hours
10 but less than 15	160 hours
15 or more	200 hours

8.4 Accumulation (carry over) of Vacation Time

Employees not able to use all of their vacation days in the year earned/accrued, he/she may carry over unused hours into the subsequent year according to the table below.

YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED
5 but less than 10	40 hours
10 but less than 20	80 hours
20 but less than 25	120 hours
25 but less than 30	160 hours
30 or more	200 hours

8.5 Vacation Pay and Illness During Vacation

The pay for vacation shall be at the employee's current rate. Vacation pay may be drawn in advance by notifying the Chief one pay period before actual leave, and

submitting regular payroll forms. Employees must immediately notify the Chief, or in his absence the City Manager, of any injuries or illness suffered during vacation. Once a vacation period of 40 hours has started it will be considered vacation, but the following 40 hour vacation period may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines.

8.6 Vacation Schedules

The Chief shall schedule vacation leave with regard to the operating requirements of the department, seniority of employees, and the requests of employees insofar as the latter is possible. The scheduling of vacation periods is always subject to change at the discretion of the Chief in order to provide essential services.

8.7 Termination and Vacation Pay

Unused earned vacation time at the termination of employment will be paid for at the employee's most recent hourly rate.

8.8 Vacation Leave Records

Individual records of vacation leave credit and use shall be maintained by the City.

ARTICLE 9 MEDICAL LEAVE

9.1 Eligibility

Full time employees shall be eligible for sick leave. The City reserves the right to review annual sick leave records. Employees exceeding the overall employment average for lost time related to sick leave may be interviewed in cases where there is a questionable pattern of absences.

9.2 Verification of Illness

If an employee is absent 3 consecutive days, and/or is absent three times in a calendar year (whether or not such absences are consecutive), such an employee must provide verification of illness from the employee's physician.

9.3 Medical Leave

An employee shall receive regular base wages for a period not to exceed an aggregate of 10 weeks during a calendar year. If an employee uses 10 weeks of medical leave during a calendar year, such an employee is entitled to 2/3 of regular base pay for a maximum of 16 additional weeks of medical leave.

9.4 Workers' Compensation Claim

If an employee suffers a work related injury and is receiving workers' compensation, during the first ten weeks, the City will pay an amount equal to the difference between workers' compensation benefits and full salary. If such an employee is absent beyond the first ten weeks, the City will not provide medical leave payment if the employee is receiving compensation.

9.5 Light Duty

Light-duty service is available to all employees, regardless of normal job assignment, who receive a physician release for light-duty service. Such an employee should be able to work a minimum of 1/2 of the normal daily scheduled work hours for a maximum of 8 weeks. Light-duty hours are included in the calculation of the employee's use of the employee's short term or long term medical leave. Such an employee may return to full time employment performing the employee's regular assigned tasks when the employee provides certification

from the employee's physician stating the employee may perform the employee's regular assigned tasks.

9.6 Return to Work

An employee who exhausts short term and long term medical leave must return to full time employment for one year of uninterrupted service, excluding vacation and holidays, to be eligible for renewed short term and long term medical leave.

ARTICLE 10 FAMILY MEDICAL LEAVE

The City shall provide unpaid leave pursuant to the provisions of the Family Medical Leave Act ("FMLA"), including all applicable FMLA regulations. In calculating the entitlement to FMLA leave (12 weeks during a 12 month period), the 12 month period is a rolling 12 month period measured backward from the date leave is used by an employee.

ARTICLE 11 SPECIAL LEAVES

The following special leaves shall be considered by the City Manager:

11.1 Military Leave And Guard Leave

The City will provide unpaid military leave as necessary in compliance with all applicable state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Act of 1994, as well as applicable state law which protects job rights and benefits for veterans and members of the reserves.

11.2 Maternity/Paternity Leave

Employment policies or practices involving the commencement and duration of leave, the availability of extensions, the accrual of benefits and payment apply to a disability due to pregnancy, childbirth or related medical conditions in the same

manner such policies and practices apply to other disabilities. The FMLA policy shall also apply to the extent there is a serious health condition due to pregnancy, childbirth, or related medical conditions. In addition, the FMLA policy applies to leave to care for a newborn child, and placement with the employee of a son or daughter for adoption or foster care.

11.3 Bereavement Leave - Payment For Absence Due To Death-In-Family

11.3.1 An employee who is excused from work because of death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused for up to 24 hours starting on the day of death and ending on the day after the funeral. The day of death begins upon the death of the family member and the first day is counted if an employee has not reported for his scheduled working hours. Should the death occur while an employee is working, then the next calendar day is the first day. The pay rate is based on regular hourly base pay with no overtime permitted.

11.3.2 A member of the employee's immediate family shall be limited for the above purpose to parents (father or mother, step-parents, or foster parents), husband or wife, brother or sister (half-brother or half-sister), son or daughter (step-son, step-daughter or legally adopted children), mother-in-law, father-in-law, grandparent or grandchild.

11.3.3 An employee who is excused from work to attend the funeral of his son-in-law, daughter-in-law, brother-in-law or sister-in-law shall be paid his regular rate of pay for his scheduled working hours, on the day of the funeral. Brother-in-law

and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse.

11.3.4 Other relatives living regularly in the home of an employee as an established member of his household and whose principal support is received from the employee may also be considered on an individual basis after notifying the employee's supervisor and discussing the case with the Chief.

11.3.5 Payment for absences due to death-in-family will not be made in addition to sick leave payments or holidays which may occur simultaneously.

11.4 **Administrative Training Leave**

Employees may be granted administrative leave of absence with pay to attend job related training courses, sessions, conferences, or seminars. Requests for leave must be submitted through the Chief to the City Manager for approval. If such a leave is approved, the employee will be informed as to whether the City will reimburse the employee for reasonable traveling expenses. An employee seeking reimbursement for such expenses must submit expense forms and receipts to the City Manager.

11.5 **Personal Leave of Absence**

The City Manager may authorize an employee to be absent without pay for personal reasons for a period not to exceed 1 year. An employee seeking such a leave shall submit a request through the Chief to the City Manager, who may grant such leave subject to the approval of Mayor and Council.

11.6 Jury Duty

Employees called for jury duty will be given leave of absence with pay for the duration of their service on the jury.

11.7 FOP Leave

Upon reasonable notice, one employee shall be given one day off per year, with pay and without loss of benefits or seniority, to attend policy conventions and seminars.

ARTICLE 12 DRUG TESTING

12.1 Random Testing

In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the City may engage in random drug and alcohol testing of employees. Employees shall be selected by an objective, random method.

12.2 Testing Procedure

The City may use Intoxilyzer tests for alcohol testing administered by persons with the rank of Corporal or above. In conducting the testing authorized by this Article (other than by use of an Intoxilyzer, with respect to which only Article 12.2.7 shall apply) the City shall:

12.2.1 Use only a clinical laboratory or hospital facility appropriately licensed and accredited by the National Institute of Drug Abuse (“NIDA”).

12.2.2 Use tamper proof containers, have a chain-of-custody procedure involving persons with the rank of Corporal or above, maintain confidentially and preserve specimens for a minimum of twelve (12) months.

- 12.2.3 Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening and confirmatory test, and a sufficient amount to be set aside and reserved for subsequent testing, if any, requested by the employee.
- 12.2.4 Collect samples in such a manner as to ensure a high degree of security for the sample and freedom from adulteration.
- 12.2.5 Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method providing quantitative data about the detected drug or drug metabolites.
- 12.2.6 Require that, with regard to alcohol testing, there is a positive alcohol test result if the test result shows an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood.
- 12.2.7 Promptly, upon request, provide each employee tested with a copy of all information and reports received by the City in connection with the testing.
- 12.2.8 Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- 12.2.9 Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for alcohol or a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such

information shall be removed from the employee's personnel file and may not be used by the City for any reason which could adversely affect an employee's employment.

12.3 Prohibited Levels

A positive test result of any detectable amount of a controlled substance is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services (“DHHS”) at the time the test is made. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the DHHS, the existing DHHS standards shall prevail for all drug levels except alcohol. With respect to alcohol, see Article 12.2.6.

	Initial Test Levels	Confirmatory Test Levels
ALCOHOL	.05% Blood Alcohol content	.05% Blood Alcohol content
MARIJUANA METABOLITES	100 ng/ml	15 ng/ml
COCAINE METABOLITES	300 ng/ml	150 ng/ml
OPIATE METABOLITES		
Morphine	300ng/ml	
Codeine	300 ng/ml	
PHENCYCLIDINE	25 ng/ml	25 ng/ml

AMPHETAMINES	1,000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml

ARTICLE 13 POLITICAL CONSIDERATION

13.1 Political Interference Barred

Employees of the City shall be selected without regard to political consideration.

13.2 Political Activity Prohibited

Employees shall not engage in partisan political activities during their working hours.

ARTICLE 14 BENEFITS

14.1 Eligible Employees

The City will provide health, vision care, dental care, and life insurance to all regular full-time employees.

14.2 Health Insurance

The City shall maintain the medical and prescription drug plan presently provided by the City as described in the plan document and summary plan description with an effective date of 6/1/2003 and restated date of 1/1/2012 entitled “Health Care Plan of the City of Seaford”, plan #501.

14.3 Change In Providers

The City reserves the right to change insurance carriers so long as the coverage provided to employees is substantially the same.

14.4 Benefits Committee

The City Manager shall appoint a Benefits Committee which will include the Chair of the Union Bargaining Committee, or designee. The Benefits Committee

shall explore the possibility of changes in health insurance coverage. One purpose of this review process is to foster competition among prospective vendors. The Benefits Committee shall make its recommendation to the Mayor and Council. The Mayor and Council may implement the recommendation. In order for such a recommendation to be implemented, the recommendation must satisfy the following criteria: The coverage provided to employees shall substantially remain the same and the cost to the employee shall remain the same, except to the extent change in coverage and/or cost allocation is necessary in order to offset dramatic increases in the cost of coverage (i.e. in excess of 5% from one year to the next), or a majority of employees vote to approve any change.

14.5 **The Preventive Health Plan**

The City shall have no obligation to continue the Preventive Health Plan beyond the expiration date of this Agreement if the Plan is eliminated for other City employees.

14.6 **Life Insurance, Accident, Death And Dismemberment**

The City shall provide all full-time employees with the basic term life, accident, death and dismemberment insurance described in the City's Summary Plan Description. Effective July 1, 2005, the amount of the basic death benefit is in an amount equal to two (2) times an employee's annual, base salary up to a maximum of \$200,000. A private carrier is engaged to provide such coverage. Each employee is to receive a booklet regarding such coverage. All inquiries should be directed to the Director of Human Resources.

14.7 **Liability Insurance**

The City will continue to maintain, at current levels of coverage, professional liability insurance coverage for all employees.

14.8 **Blood Bank**

The City shall make available to each employee the option of joining, at the employee's expense, the Blood Bank of Delaware Group Plan.

14.9 **Credit Union**

The City shall make available to employees the option of becoming a member of the Del-One Federal Credit Union.

14.10 **Workers Compensation**

The City shall provide workers' compensation as required by law. All injuries must be reported immediately to the Chief, or in the Chiefs absence to your supervisor. All reports must be promptly filed to validate claims.

14.11 **Unemployment Compensation Insurance**

All employees shall be covered by the State of Delaware Unemployment Insurance Act.

14.12 **Educational Assistance**

14.12.1 **Eligibility**

All members of the bargaining unit are eligible to participate in this program. The program is not intended to: a) subsidize programs sponsored by the City but funded by a third party; b) apply to conferences or other job related training scheduled by the Department.

14.12.2 **Procedure**

- a. Employees must submit requests for job related educational assistance prior to the start of the course(s). The request shall be forwarded to the Chief for consideration. The employee will be notified within 10 days, whether the request is approved.
- b. An employee receiving educational assistance from the City will be required to sign a training agreement requiring the pro rata reimbursement of assistance received if the employee voluntarily leaves City employment, or is terminated for cause, within one year of completion of the course(s).
- c. An employee approved for educational assistance is eligible for reimbursement for tuition, registration fees, and books.
- d. Upon satisfactory completion of course(s), a copy of the employee's final grade(s), together with a copy of the fees paid shall be submitted to City. The City will reimburse the employee within 10 work days.

14.13 **Pension**

Effective July 1, 2008, both of the City's Police Pension Plans will be closed, and employees will be placed in the Delaware County and Municipal Police/Firefighters Pension Plan. The City will buy-in up to 25 years of service. Each employee will thereafter contribute the percentage of pay mandated by the State, and the City will make the contribution required by the State.

14.14 Clothing Allowance

Detectives shall receive an annual clothing allowance of \$500. Employees seeking reimbursement for such expenses must provide the City clothing receipts. An employee assigned as detective for more than 30 consecutive days shall receive an amount equal to 1/12 of the allowance per each month of service as a detective.

14.15 Uniforms And Equipment

The City shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing uniforms and equipment shall be approved by the Chief and paid by the City. The City agrees to provide shoes to replace worn or damaged shoes.

14.16 Bulletin Board

The City shall provide the Union a bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union business, and other notices which are not demeaning to the City, its employees, or elected officials.

14.17 Incorporating More Liberal Benefits

If, during the term of this Agreement, the City provides a police officer (i.e. any sworn officer employed by the City) a fringe benefit (i.e. the fringe benefits listed in Articles 7, 8 and 14) which is more liberal than the City is required to provide pursuant to this Article, all police officers shall receive the more liberal fringe benefit.

ARTICLE 15 PHYSICAL FITNESS

- 15.1 The parties recognize the necessity for all employees to be physically fit. In an effort to insure such fitness is achieved, the City and the Union agree on the comprehensive medical and physical fitness program attached to this Agreement as Appendix A.
- 15.2 New hires shall take and pass the Physical Fitness Test and Body Fat Percentage Test (“the Test”) prior to graduation from the police academy, and thereafter on an annual basis.
- 15.3 Employees shall take the Test on an annual basis.
- 15.4 Each employee who was in the bargaining unit as of July 1, 2008 shall take the Test on an annual basis for 2 years. During this two year period, if such an employee fails the Test, the employee is not required to retest and there shall be no suspension without pay. If such an employee passes the Test during this two year period, the employee shall not be eligible for an incentive payment. Beginning with the third annual administration of the Test, such employees shall be subject to all of the provisions of Appendix A.

ARTICLE 16 MAINTENANCE OF STANDARDS

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This Section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 17 RE-EMPLOYMENT

17.1 Applicants who were previously employed by the City will be evaluated based on qualifications, experience and ability for the vacancy. The City may place such an applicant in a step and/or grade above entry level.

17.2 An applicant re-employed will, following one year of satisfactory, uninterrupted service, receive credit for total years of City employment for purposes of determining seniority, vacation entitlement and pension benefits.

ARTICLE 18 SALARY

18.1 The salary schedules for 7/1/15 - 6/30/16; 7/1/16 - 6/30/17; and 7/1/17 - 6/30/18 are attached.

18.2 Subject to the limitation imposed by the maximum number of steps provided on the salary schedule (i.e. 40 steps), employees shall be advanced as follows on the salary schedule:

<u>Evaluation</u>	<u>Number of Steps</u>
Outstanding	2
Satisfactory	1
Unsatisfactory	0

- 18.3 The rank of Senior Corporal (“Sr. Cpl.”) shall be created effective July 1, 2015. There are 5 Sr. Cpl. positions eligible to be filled assuming there are sufficient candidates who meet the criteria for promotion. These positions shall be filled through the promotional testing process set forth in the General Orders.
- 18.4 The work period shall be from Monday to Sunday.
- 18.5 The work period for patrol officers, including those assigned to temporary duty, shall be 80 hours in a two week period, and the pay period shall be every two weeks. The work period for non-patrol officers shall be 40 hours in a week and the pay period shall be weekly.
- 18.6 Employees are paid on Thursday following the last day of the work period. If a regular pay day falls on a holiday, employees are paid on the last scheduled working day prior to the holiday.

The parties have executed this Agreement this _____ day of _____, 2016.

FOR THE CITY OF SEAFORD:

FOR THE SEAFORD FRATERNAL ORDER OF POLICE:

Mayor David Greshaw

Dolores J. Slatcher

Dslatcher

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City of Seaford
Police Pay Plan
7/1/2015

Base Adjustment		PY Step 1 rate =								
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8
PTLM	61A	HR	19.98	20.28	20.58	20.89	21.20	21.52	21.84	22.17
		WK	799.20	811.20	823.20	835.60	848.00	860.80	873.60	886.80
		YR	41,558.40	42,182.40	42,806.40	43,451.20	44,096.00	44,761.60	45,427.20	46,113.60
		HR	9	10	11	12	13	14	15	16
		WK	22.50	22.84	23.18	23.53	23.88	24.24	24.60	24.97
		YR	900.00	913.60	927.20	941.20	955.20	969.60	984.00	998.80
		HR	17	18	19	20	21	22	23	24
		WK	25.34	25.72	26.11	26.50	26.77	27.04	27.31	27.58
		YR	1,013.60	1,028.80	1,044.40	1,060.00	1,070.80	1,081.60	1,092.40	1,103.20
		HR	25	26	27	28	29	30	31	32
		WK	52,707.20	53,497.60	54,308.80	55,120.00	55,681.60	56,243.20	56,804.80	57,366.40
		YR	57,948.80	58,531.20	59,113.60	59,696.00	60,299.20	60,902.40	61,505.60	62,129.60
		HR	33	34	35	36	37	38	39	40
		WK	30.17	30.47	30.77	31.08	31.39	31.70	32.02	32.34
		YR	1,206.80	1,218.80	1,230.80	1,243.20	1,255.60	1,268.00	1,280.80	1,293.60
		HR	62,753.60	63,377.60	64,001.60	64,646.40	65,291.20	65,936.00	66,601.60	67,267.20

City of Seaford
Police Pay Plan
7/1/2015

Base Adjustment		PY Step 1 rate = \$20.58									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
PFC	61B	HR	20.89	21.20	21.52	21.84	22.17	22.50	22.84	23.18	
		WK	835.60	848.00	860.80	873.60	886.80	900.00	913.60	927.20	
		YR	43,451.20	44,096.00	44,761.60	45,427.20	46,113.60	46,800.00	47,507.20	48,214.40	
			9	10	11	12	13	14	15	16	
		HR	23.53	23.88	24.24	24.60	24.97	25.34	25.72	26.11	
		WK	941.20	955.20	969.60	984.00	998.80	1,013.60	1,028.80	1,044.40	
		YR	48,942.40	49,670.40	50,419.20	51,168.00	51,937.60	52,707.20	53,497.60	54,308.80	
			17	18	19	20	21	22	23	24	
		HR	26.50	26.90	27.30	27.71	27.99	28.27	28.55	28.84	
		WK	1,060.00	1,076.00	1,092.00	1,108.40	1,119.60	1,130.80	1,142.00	1,153.60	
		YR	55,120.00	55,952.00	56,784.00	57,636.80	58,219.20	58,801.60	59,384.00	59,987.20	
			25	26	27	28	29	30	31	32	
		HR	29.13	29.42	29.71	30.01	30.31	30.61	30.92	31.23	
		WK	1,165.20	1,176.80	1,188.40	1,200.40	1,212.40	1,224.40	1,236.80	1,249.20	
		YR	60,590.40	61,193.60	61,796.80	62,420.80	63,044.80	63,668.80	64,313.60	64,958.40	
			33	34	35	36	37	38	39	40	
		HR	31.54	31.86	32.18	32.50	32.83	33.16	33.49	33.82	
		WK	1,261.60	1,274.40	1,287.20	1,300.00	1,313.20	1,326.40	1,339.60	1,352.80	
		YR	65,603.20	66,268.80	66,934.40	67,600.00	68,286.40	68,972.80	69,659.20	70,345.60	

**City of Seaford
Police Pay Plan
7/1/2015**

Base Adjustment		PY Step 1 rate =								
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8
SR CPL	7A1	HR	23.30	23.65	24.00	24.36	24.73	25.10	25.48	25.86
		WK	932.00	946.00	960.00	974.40	989.20	1,004.00	1,019.20	1,034.40
		YR	48,464.00	49,192.00	49,920.00	50,668.80	51,438.40	52,208.00	52,998.40	53,788.80
			9	10	11	12	13	14	15	16
		HR	26.25	26.64	27.04	27.45	27.86	28.28	28.70	29.13
		WK	1,050.00	1,065.60	1,081.60	1,098.00	1,114.40	1,131.20	1,148.00	1,165.20
		YR	54,600.00	55,411.20	56,243.20	57,096.00	57,948.80	58,822.40	59,696.00	60,590.40
			17	18	19	20	21	22	23	24
		HR	29.57	30.01	30.46	30.92	31.23	31.54	31.86	32.18
		WK	1,182.80	1,200.40	1,218.40	1,236.80	1,249.20	1,261.60	1,274.40	1,287.20
		YR	61,505.60	62,420.80	63,356.80	64,313.60	64,958.40	65,603.20	66,268.80	66,934.40
			25	26	27	28	29	30	31	32
		HR	32.50	32.83	33.16	33.49	33.82	34.16	34.50	34.85
		WK	1,300.00	1,313.20	1,326.40	1,339.60	1,352.80	1,366.40	1,380.00	1,394.00
		YR	67,600.00	68,286.40	68,972.80	69,659.20	70,345.60	71,052.80	71,760.00	72,488.00
			33	34	35	36	37	38	39	40
		HR	35.20	35.55	35.91	36.27	36.63	37.00	37.37	37.74
		WK	1,408.00	1,422.00	1,436.40	1,450.80	1,465.20	1,480.00	1,494.80	1,509.60
		YR	73,216.00	73,944.00	74,692.80	75,441.60	76,190.40	76,960.00	77,729.60	78,499.20

City of Seaford
Police Pay Plan
7/1/2015

Base Adjustment		PY Step 1 rate = \$25.04										
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8		
SGT	7B											
	HR	25.42	25.80	26.19	26.58	26.98	27.38	27.79	28.21			
	WK	1,016.80	1,032.00	1,047.60	1,063.20	1,079.20	1,095.20	1,111.60	1,128.40			
	YR	52,873.60	53,664.00	54,475.20	55,286.40	56,118.40	56,950.40	57,803.20	58,676.80			
	HR	28.63	29.06	29.50	29.94	30.39	30.85	31.31	31.78			
	WK	1,145.20	1,162.40	1,180.00	1,197.60	1,215.60	1,234.00	1,252.40	1,271.20			
	YR	59,550.40	60,444.80	61,360.00	62,275.20	63,211.20	64,168.00	65,124.80	66,102.40			
	HR	32.26	32.74	33.23	33.73	34.07	34.41	34.75	35.10			
	WK	1,290.40	1,309.60	1,329.20	1,349.20	1,362.80	1,376.40	1,390.00	1,404.00			
	YR	67,100.80	68,099.20	69,118.40	70,158.40	70,865.60	71,572.80	72,280.00	73,008.00			
	HR	35.45	35.80	36.16	36.52	36.89	37.26	37.63	38.01			
	WK	1,418.00	1,432.00	1,446.40	1,460.80	1,475.60	1,490.40	1,505.20	1,520.40			
	YR	73,736.00	74,464.00	75,212.80	75,961.60	76,731.20	77,500.80	78,270.40	79,060.80			
	HR	38.39	38.77	39.16	39.55	39.95	40.35	40.75	41.16			
	WK	1,535.60	1,550.80	1,566.40	1,582.00	1,598.00	1,614.00	1,630.00	1,646.40			
	YR	79,851.20	80,641.60	81,452.80	82,264.00	83,096.00	83,928.00	84,760.00	85,612.80			

City of Seaford
Police Pay Plan
7/1/2015

Base Adjustment		PY Step 1 rate = \$26.65									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
LT	11	HR	27.05	27.46	27.87	28.29	28.71	29.14	29.58	30.02	
		WK	1,082.00	1,098.40	1,114.80	1,131.60	1,148.40	1,165.60	1,183.20	1,200.80	
		YR	56,264.00	57,116.80	57,969.60	58,843.20	59,716.80	60,611.20	61,526.40	62,441.60	
		HR	30.47	30.93	31.39	31.86	32.34	32.83	33.32	33.82	
		WK	1,218.80	1,237.20	1,255.60	1,274.40	1,293.60	1,313.20	1,332.80	1,352.80	
		YR	63,377.60	64,334.40	65,291.20	66,268.80	67,267.20	68,286.40	69,305.60	70,345.60	
		HR	34.33	34.84	35.36	35.89	36.25	36.61	36.98	37.35	
		WK	1,373.20	1,393.60	1,414.40	1,435.60	1,450.00	1,464.40	1,479.20	1,494.00	
		YR	71,406.40	72,467.20	73,548.80	74,651.20	75,400.00	76,148.80	76,918.40	77,688.00	
		HR	37.72	38.10	38.48	38.86	39.25	39.64	40.04	40.44	
		WK	1,508.80	1,524.00	1,539.20	1,554.40	1,570.00	1,585.60	1,601.60	1,617.60	
		YR	78,457.60	79,248.00	80,038.40	80,828.80	81,640.00	82,451.20	83,283.20	84,115.20	
		HR	40.84	41.25	41.66	42.08	42.50	42.93	43.36	43.79	
		WK	1,633.60	1,650.00	1,666.40	1,683.20	1,700.00	1,717.20	1,734.40	1,751.60	
		YR	84,947.20	85,800.00	86,652.80	87,526.40	88,400.00	89,294.40	90,188.80	91,083.20	

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City of Seaford
Police Pay Plan
7/1/2016

Base Adjustment		PY Step 1 rate = \$19.98									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
PTLM	61A	HR	20.38	20.69	21.00	21.32	21.64	21.96	22.29	22.62	
		WK	815.20	827.60	840.00	852.80	865.60	878.40	891.60	904.80	
		YR	42,390.40	43,035.20	43,680.00	44,345.60	45,011.20	45,676.80	46,363.20	47,049.60	
			9	10	11	12	13	14	15	16	
		HR	22.96	23.30	23.65	24.00	24.36	24.73	25.10	25.48	
		WK	918.40	932.00	946.00	960.00	974.40	989.20	1,004.00	1,019.20	
		YR	47,756.80	48,464.00	49,192.00	49,920.00	50,668.80	51,438.40	52,208.00	52,998.40	
			17	18	19	20	21	22	23	24	
		HR	25.86	26.25	26.64	27.04	27.31	27.58	27.86	28.14	
		WK	1,034.40	1,050.00	1,065.60	1,081.60	1,092.40	1,103.20	1,114.40	1,125.60	
		YR	53,788.80	54,600.00	55,411.20	56,243.20	56,804.80	57,366.40	57,948.80	58,531.20	
			25	26	27	28	29	30	31	32	
		HR	28.42	28.70	28.99	29.28	29.57	29.87	30.17	30.47	
		WK	1,136.80	1,148.00	1,159.60	1,171.20	1,182.80	1,194.80	1,206.80	1,218.80	
		YR	59,113.60	59,696.00	60,299.20	60,902.40	61,505.60	62,129.60	62,753.60	63,377.60	
			33	34	35	36	37	38	39	40	
		HR	30.77	31.08	31.39	31.70	32.02	32.34	32.66	32.99	
		WK	1,230.80	1,243.20	1,255.60	1,268.00	1,280.80	1,293.60	1,306.40	1,319.60	
		YR	64,001.60	64,646.40	65,291.20	65,936.00	66,601.60	67,267.20	67,932.80	68,619.20	

City of Seaford
Police Pay Plan
7/1/2016

Base Adjustment		PY Step 1 rate =									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
PFC	61B	HR	21.31	21.63	21.95	22.28	22.61	22.95	23.29	23.64	
		WK	852.40	865.20	878.00	891.20	904.40	918.00	931.60	945.60	
		YR	44,324.80	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	
			9	10	11	12	13	14	15	16	
		HR	23.99	24.35	24.72	25.09	25.47	25.85	26.24	26.63	
		WK	959.60	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	
		YR	49,899.20	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	
			17	18	19	20	21	22	23	24	
		HR	27.03	27.44	27.85	28.27	28.55	28.84	29.13	29.42	
		WK	1,081.20	1,097.60	1,114.00	1,130.80	1,142.00	1,153.60	1,165.20	1,176.80	
		YR	56,222.40	57,075.20	57,928.00	58,801.60	59,384.00	59,987.20	60,590.40	61,193.60	
			25	26	27	28	29	30	31	32	
		HR	29.71	30.01	30.31	30.61	30.92	31.23	31.54	31.86	
		WK	1,188.40	1,200.40	1,212.40	1,224.40	1,236.80	1,249.20	1,261.60	1,274.40	
		YR	61,796.80	62,420.80	63,044.80	63,668.80	64,313.60	64,958.40	65,603.20	66,268.80	
			33	34	35	36	37	38	39	40	
		HR	32.18	32.50	32.83	33.16	33.49	33.82	34.16	34.50	
		WK	1,287.20	1,300.00	1,313.20	1,326.40	1,339.60	1,352.80	1,366.40	1,380.00	
		YR	66,934.40	67,600.00	68,286.40	68,972.80	69,659.20	70,345.60	71,052.80	71,760.00	

City of Seaford
Police Pay Plan
7/1/2016

Base Adjustment		PY Step 1 rate =								
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8
CPL	7A	HR	22.64	22.98	23.32	23.67	24.03	24.39	24.76	25.13
		WK	905.60	919.20	932.80	946.80	961.20	975.60	990.40	1,005.20
		YR	47,091.20	47,798.40	48,505.60	49,233.60	49,982.40	50,731.20	51,500.80	52,270.40
			9	10	11	12	13	14	15	16
		HR	25.51	25.89	26.28	26.67	27.07	27.48	27.89	28.31
		WK	1,020.40	1,035.60	1,051.20	1,066.80	1,082.80	1,099.20	1,115.60	1,132.40
		YR	53,060.80	53,851.20	54,662.40	55,473.60	56,305.60	57,158.40	58,011.20	58,884.80
			17	18	19	20	21	22	23	24
		HR	28.73	29.16	29.60	30.04	30.34	30.64	30.95	31.26
		WK	1,149.20	1,166.40	1,184.00	1,201.60	1,213.60	1,225.60	1,238.00	1,250.40
		YR	59,758.40	60,652.80	61,568.00	62,483.20	63,107.20	63,731.20	64,376.00	65,020.80
			25	26	27	28	29	30	31	32
		HR	31.57	31.89	32.21	32.53	32.86	33.19	33.52	33.86
		WK	1,262.80	1,275.60	1,288.40	1,301.20	1,314.40	1,327.60	1,340.80	1,354.40
		YR	65,665.60	66,331.20	66,996.80	67,662.40	68,348.80	69,035.20	69,721.60	70,428.80
			33	34	35	36	37	38	39	40
		HR	34.20	34.54	34.89	35.24	35.59	35.95	36.31	36.67
		WK	1,368.00	1,381.60	1,395.60	1,409.60	1,423.60	1,438.00	1,452.40	1,466.80
		YR	71,136.00	71,843.20	72,571.20	73,299.20	74,027.20	74,776.00	75,524.80	76,273.60

**City of Seaford
Police Pay Plan
7/1/2016**

Base Adjustment		PY Step 1 rate =								
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8
SR CPL	7A1	HR	23.77	24.13	24.49	24.86	25.23	25.61	25.99	26.38
		WK	950.80	965.20	979.60	994.40	1,009.20	1,024.40	1,039.60	1,055.20
		YR	49,441.60	50,190.40	50,939.20	51,708.80	52,478.40	53,268.80	54,059.20	54,870.40
			9	10	11	12	13	14	15	16
		HR	26.78	27.18	27.59	28.00	28.42	28.85	29.28	29.72
		WK	1,071.20	1,087.20	1,103.60	1,120.00	1,136.80	1,154.00	1,171.20	1,188.80
		YR	55,702.40	56,534.40	57,387.20	58,240.00	59,113.60	60,008.00	60,902.40	61,817.60
			17	18	19	20	21	22	23	24
		HR	30.17	30.62	31.08	31.55	31.87	32.19	32.51	32.84
		WK	1,206.80	1,224.80	1,243.20	1,262.00	1,274.80	1,287.60	1,300.40	1,313.60
		YR	62,753.60	63,689.60	64,646.40	65,624.00	66,289.60	66,955.20	67,620.80	68,307.20
			25	26	27	28	29	30	31	32
		HR	33.17	33.50	33.84	34.18	34.52	34.87	35.22	35.57
		WK	1,326.80	1,340.00	1,353.60	1,367.20	1,380.80	1,394.80	1,408.80	1,422.80
		YR	68,993.60	69,680.00	70,387.20	71,094.40	71,801.60	72,529.60	73,257.60	73,985.60
			33	34	35	36	37	38	39	40
		HR	35.93	36.29	36.65	37.02	37.39	37.76	38.14	38.52
		WK	1,437.20	1,451.60	1,466.00	1,480.80	1,495.60	1,510.40	1,525.60	1,540.80
		YR	74,734.40	75,483.20	76,232.00	77,001.60	77,771.20	78,540.80	79,331.20	80,121.60

City of Seaford
Police Pay Plan
7/1/2016

Base Adjustment		PY Step 1 rate = \$25.42									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
SGT	7B	HR	25.93	26.32	26.71	27.11	27.52	27.93	28.35	28.78	
		WK	1,037.20	1,052.80	1,068.40	1,084.40	1,100.80	1,117.20	1,134.00	1,151.20	
		YR	53,934.40	54,745.60	55,556.80	56,388.80	57,241.60	58,094.40	58,968.00	59,862.40	
		HR	29.21	29.65	30.09	30.54	31.00	31.47	31.94	32.42	
		WK	1,168.40	1,186.00	1,203.60	1,221.60	1,240.00	1,258.80	1,277.60	1,296.80	
		YR	60,756.80	61,672.00	62,587.20	63,523.20	64,480.00	65,457.60	66,435.20	67,433.60	
		HR	32.91	33.40	33.90	34.41	34.75	35.10	35.45	35.80	
		WK	1,316.40	1,336.00	1,356.00	1,376.40	1,390.00	1,404.00	1,418.00	1,432.00	
		YR	68,452.80	69,472.00	70,512.00	71,572.80	72,280.00	73,008.00	73,736.00	74,464.00	
		HR	36.16	36.52	36.89	37.26	37.63	38.01	38.39	38.77	
		WK	1,446.40	1,460.80	1,475.60	1,490.40	1,505.20	1,520.40	1,535.60	1,550.80	
		YR	75,212.80	75,961.60	76,731.20	77,500.80	78,270.40	79,060.80	79,851.20	80,641.60	
		HR	39.16	39.55	39.95	40.35	40.75	41.16	41.57	41.99	
		WK	1,566.40	1,582.00	1,598.00	1,614.00	1,630.00	1,646.40	1,662.80	1,679.60	
		YR	81,452.80	82,264.00	83,096.00	83,928.00	84,760.00	85,612.80	86,465.60	87,339.20	

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**City of Seaford
Police Pay Plan
7/1/2017**

Base Adjustment		PY Step 1 rate =									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
PTLM	61A	HR	20.69	21.00	21.32	21.64	21.96	22.29	22.62	22.96	
		WK	827.60	840.00	852.80	865.60	878.40	891.60	904.80	918.40	
		YR	43,035.20	43,680.00	44,345.60	45,011.20	45,676.80	46,363.20	47,049.60	47,756.80	
		9	10	11	12	13	14	15	16		
		HR	23.30	23.65	24.00	24.36	24.73	25.10	25.48	25.86	
		WK	932.00	946.00	960.00	974.40	989.20	1,004.00	1,019.20	1,034.40	
		YR	48,464.00	49,192.00	49,920.00	50,668.80	51,438.40	52,208.00	52,998.40	53,788.80	
		17	18	19	20	21	22	23	24		
		HR	26.25	26.64	27.04	27.45	27.72	28.00	28.28	28.56	
		WK	1,050.00	1,065.60	1,081.60	1,098.00	1,108.80	1,120.00	1,131.20	1,142.40	
		YR	54,600.00	55,411.20	56,243.20	57,096.00	57,657.60	58,240.00	58,822.40	59,404.80	
		25	26	27	28	29	30	31	32		
		HR	28.85	29.14	29.43	29.72	30.02	30.32	30.62	30.93	
		WK	1,154.00	1,165.60	1,177.20	1,188.80	1,200.80	1,212.80	1,224.80	1,237.20	
		YR	60,008.00	60,611.20	61,214.40	61,817.60	62,441.60	63,065.60	63,689.60	64,334.40	
		33	34	35	36	37	38	39	40		
		HR	31.24	31.55	31.87	32.19	32.51	32.84	33.17	33.50	
		WK	1,249.60	1,262.00	1,274.80	1,287.60	1,300.40	1,313.60	1,326.80	1,340.00	
		YR	64,979.20	65,624.00	66,289.60	66,955.20	67,620.80	68,307.20	68,993.60	69,680.00	

City of Seaford
Police Pay Plan
7/1/2017

Base Adjustment		1.50%										PY Step 1 rate = \$21.31																														
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
PFC	61B	HR	21.63	21.95	22.28	22.61	22.95	23.29	23.64	23.99	21.63	21.95	22.28	22.61	22.95	23.29	23.64	23.99	21.63	21.95	22.28	22.61	22.95	23.29	23.64	23.99	21.63	21.95	22.28	22.61	22.95	23.29	23.64	23.99	21.63	21.95	22.28	22.61	22.95	23.29	23.64	23.99
		WK	865.20	878.00	891.20	904.40	918.00	931.60	945.60	959.60	865.20	878.00	891.20	904.40	918.00	931.60	945.60	959.60	865.20	878.00	891.20	904.40	918.00	931.60	945.60	959.60	865.20	878.00	891.20	904.40	918.00	931.60	945.60	959.60	865.20	878.00	891.20	904.40	918.00	931.60	945.60	959.60
		YR	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	49,899.20	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	49,899.20	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	49,899.20	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	49,899.20	44,990.40	45,656.00	46,342.40	47,028.80	47,736.00	48,443.20	49,171.20	49,899.20
		HR	24.35	24.72	25.09	25.47	25.85	26.24	26.63	27.03	24.35	24.72	25.09	25.47	25.85	26.24	26.63	27.03	24.35	24.72	25.09	25.47	25.85	26.24	26.63	27.03	24.35	24.72	25.09	25.47	25.85	26.24	26.63	27.03	24.35	24.72	25.09	25.47	25.85	26.24	26.63	27.03
		WK	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	1,081.20	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	1,081.20	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	1,081.20	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	1,081.20	974.00	988.80	1,003.60	1,018.80	1,034.00	1,049.60	1,065.20	1,081.20
		YR	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	56,222.40	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	56,222.40	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	56,222.40	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	56,222.40	50,648.00	51,417.60	52,187.20	52,977.60	53,768.00	54,579.20	55,390.40	56,222.40
		HR	27.44	27.85	28.27	28.69	28.98	29.27	29.56	29.86	27.44	27.85	28.27	28.69	28.98	29.27	29.56	29.86	27.44	27.85	28.27	28.69	28.98	29.27	29.56	29.86	27.44	27.85	28.27	28.69	28.98	29.27	29.56	29.86	27.44	27.85	28.27	28.69	28.98	29.27	29.56	29.86
		WK	1,097.60	1,114.00	1,130.80	1,147.60	1,159.20	1,170.80	1,182.40	1,194.40	1,097.60	1,114.00	1,130.80	1,147.60	1,159.20	1,170.80	1,182.40	1,194.40	1,097.60	1,114.00	1,130.80	1,147.60	1,159.20	1,170.80	1,182.40	1,194.40	1,097.60	1,114.00	1,130.80	1,147.60	1,159.20	1,170.80	1,182.40	1,194.40	1,097.60	1,114.00	1,130.80	1,147.60	1,159.20	1,170.80	1,182.40	1,194.40
		YR	57,075.20	57,928.00	58,801.60	59,675.20	60,278.40	60,881.60	61,484.80	62,108.80	57,075.20	57,928.00	58,801.60	59,675.20	60,278.40	60,881.60	61,484.80	62,108.80	57,075.20	57,928.00	58,801.60	59,675.20	60,278.40	60,881.60	61,484.80	62,108.80	57,075.20	57,928.00	58,801.60	59,675.20	60,278.40	60,881.60	61,484.80	62,108.80	57,075.20	57,928.00	58,801.60	59,675.20	60,278.40	60,881.60	61,484.80	62,108.80
		HR	30.16	30.46	30.76	31.07	31.38	31.69	32.01	32.33	30.16	30.46	30.76	31.07	31.38	31.69	32.01	32.33	30.16	30.46	30.76	31.07	31.38	31.69	32.01	32.33	30.16	30.46	30.76	31.07	31.38	31.69	32.01	32.33	30.16	30.46	30.76	31.07	31.38	31.69	32.01	32.33
		WK	1,206.40	1,218.40	1,230.40	1,242.80	1,255.20	1,267.60	1,280.40	1,293.20	1,206.40	1,218.40	1,230.40	1,242.80	1,255.20	1,267.60	1,280.40	1,293.20	1,206.40	1,218.40	1,230.40	1,242.80	1,255.20	1,267.60	1,280.40	1,293.20	1,206.40	1,218.40	1,230.40	1,242.80	1,255.20	1,267.60	1,280.40	1,293.20	1,206.40	1,218.40	1,230.40	1,242.80	1,255.20	1,267.60	1,280.40	1,293.20
		YR	62,732.80	63,356.80	63,980.80	64,625.60	65,270.40	65,915.20	66,580.80	67,246.40	62,732.80	63,356.80	63,980.80	64,625.60	65,270.40	65,915.20	66,580.80	67,246.40	62,732.80	63,356.80	63,980.80	64,625.60	65,270.40	65,915.20	66,580.80	67,246.40	62,732.80	63,356.80	63,980.80	64,625.60	65,270.40	65,915.20	66,580.80	67,246.40	62,732.80	63,356.80	63,980.80	64,625.60	65,270.40	65,915.20	66,580.80	67,246.40
		HR	32.65	32.98	33.31	33.64	33.98	34.32	34.66	35.01	32.65	32.98	33.31	33.64	33.98	34.32	34.66	35.01	32.65	32.98	33.31	33.64	33.98	34.32	34.66	35.01	32.65	32.98	33.31	33.64	33.98	34.32	34.66	35.01	32.65	32.98	33.31	33.64	33.98	34.32	34.66	35.01
		WK	1,306.00	1,319.20	1,332.40	1,345.60	1,359.20	1,372.80	1,386.40	1,400.40	1,306.00	1,319.20	1,332.40	1,345.60	1,359.20	1,372.80	1,386.40	1,400.40	1,306.00	1,319.20	1,332.40	1,345.60	1,359.20	1,372.80	1,386.40	1,400.40	1,306.00	1,319.20	1,332.40	1,345.60	1,359.20	1,372.80	1,386.40	1,400.40	1,306.00	1,319.20	1,332.40	1,345.60	1,359.20	1,372.80	1,386.40	1,400.40
		YR	67,912.00	68,598.40	69,284.80	69,971.20	70,678.40	71,385.60	72,092.80	72,820.80	67,912.00	68,598.40	69,284.80	69,971.20	70,678.40	71,385.60	72,092.80	72,820.80	67,912.00	68,598.40	69,284.80	69,971.20	70,678.40	71,385.60	72,092.80	72,820.80	67,912.00	68,598.40	69,284.80	69,971.20	70,678.40	71,385.60	72,092.80	72,820.80	67,912.00	68,598.40	69,284.80	69,971.20	70,678.40	71,385.60	72,092.80	72,820.80

**City of Seaford
Police Pay Plan
7/1/2017**

Base Adjustment		PY Step 1 rate =								
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8
SR CPL	7A	HR	24.13	24.49	24.86	25.23	25.61	25.99	26.38	26.78
		WK	965.20	979.60	994.40	1,009.20	1,024.40	1,039.60	1,055.20	1,071.20
		YR	50,190.40	50,939.20	51,708.80	52,478.40	53,268.80	54,059.20	54,870.40	55,702.40
			9	10	11	12	13	14	15	16
		HR	27.18	27.59	28.00	28.42	28.85	29.28	29.72	30.17
		WK	1,087.20	1,103.60	1,120.00	1,136.80	1,154.00	1,171.20	1,188.80	1,206.80
		YR	56,534.40	57,387.20	58,240.00	59,113.60	60,008.00	60,902.40	61,817.60	62,753.60
			17	18	19	20	21	22	23	24
		HR	30.62	31.08	31.55	32.02	32.34	32.66	32.99	33.32
		WK	1,224.80	1,243.20	1,262.00	1,280.80	1,293.60	1,306.40	1,319.60	1,332.80
		YR	63,689.60	64,646.40	65,624.00	66,601.60	67,267.20	67,932.80	68,619.20	69,305.60
			25	26	27	28	29	30	31	32
		HR	33.65	33.99	34.33	34.67	35.02	35.37	35.72	36.08
		WK	1,346.00	1,359.60	1,373.20	1,386.80	1,400.80	1,414.80	1,428.80	1,443.20
		YR	69,992.00	70,699.20	71,406.40	72,113.60	72,841.60	73,569.60	74,297.60	75,046.40
			33	34	35	36	37	38	39	40
		HR	36.44	36.80	37.17	37.54	37.92	38.30	38.68	39.07
		WK	1,457.60	1,472.00	1,486.80	1,501.60	1,516.80	1,532.00	1,547.20	1,562.80
		YR	75,795.20	76,544.00	77,313.60	78,083.20	78,873.60	79,664.00	80,454.40	81,265.60

City of Seaford
Police Pay Plan
7/1/2017

Base Adjustment		PY Step 1 rate = \$27.59									
POSITION	GRADE	RATE	1	2	3	4	5	6	7	8	
LT	11	HR	28.00	28.42	28.85	29.28	29.72	30.17	30.62	31.08	
		WK	1,120.00	1,136.80	1,154.00	1,171.20	1,188.80	1,206.80	1,224.80	1,243.20	
		YR	58,240.00	59,113.60	60,008.00	60,902.40	61,817.60	62,753.60	63,689.60	64,646.40	
		HR	31.55	32.02	32.50	32.99	33.48	33.98	34.49	35.01	
		WK	1,262.00	1,280.80	1,300.00	1,319.60	1,339.20	1,359.20	1,379.60	1,400.40	
		YR	65,624.00	66,601.60	67,600.00	68,619.20	69,638.40	70,678.40	71,739.20	72,820.80	
		HR	35.54	36.07	36.61	37.16	37.53	37.91	38.29	38.67	
		WK	1,421.60	1,442.80	1,464.40	1,486.40	1,501.20	1,516.40	1,531.60	1,546.80	
		YR	73,923.20	75,025.60	76,148.80	77,292.80	78,062.40	78,852.80	79,643.20	80,433.60	
		HR	39.06	39.45	39.84	40.24	40.64	41.05	41.46	41.87	
		WK	1,562.40	1,578.00	1,593.60	1,609.60	1,625.60	1,642.00	1,658.40	1,674.80	
		YR	81,244.80	82,056.00	82,867.20	83,699.20	84,531.20	85,384.00	86,236.80	87,089.60	
		HR	42.29	42.71	43.14	43.57	44.01	44.45	44.89	45.34	
		WK	1,691.60	1,708.40	1,725.60	1,742.80	1,760.40	1,778.00	1,795.60	1,813.60	
		YR	87,963.20	88,836.80	89,731.20	90,625.60	91,540.80	92,456.00	93,371.20	94,307.20	

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The AGREEMENT entered into this _____ day of _____, 2016, by
and between the CITY OF SEAFORD, a Municipal Corporation of the State of Delaware,
hereinafter referred to as the "City" or as the "Employer", and the SEAFORD FRATERNAL
ORDER OF POLICE BARGAINING UNIT AND THEIR ELECTED REPRESENTATIVES,
hereinafter referred to as the "Union" or "Employees", WITNESSETH:

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ARTICLE 1 GENERAL

1.1 Purpose of the Agreement

It is the purpose of this Agreement to achieve better understanding between the Employer and the Employees; to provide for equitable adjustment of difference which arise; and to establish compatible employment relations.

1.2 Terms of the Agreement

The terms of this Agreement shall become effective on July 1, 2015, unless otherwise noted, and shall continue in effect until June 30, 2018. Provided, however, this Agreement shall remain in force and effect until a new Agreement is entered into between the parties. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin January 1, 2018.

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1.3 Recognition of Bargaining Agent

Pursuant to 19 Del. Code Ann. § 1601 et seq., the Police Officers' and Firefighters' Employment Relations Act, the City recognizes and grants to City police officers ("police officers" is not intended to refer to cadets or part-time police officers employed less than 20 hours a week) within the bargaining unit designated by the Public Employment Relations Board ("employee"), and to enter into collective bargaining negotiations with the willingness to resolve disputes relating to terms and conditions of employment, and to reduce to writing any agreements reached through such negotiations.

1.4 **Maintenance of Standards**

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 **Management Rights**

The parties recognize that an area of responsibility must be reserved to the management of the City if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this agreement.

The determination of the services and the standard of services to be rendered to the citizens of the City; the determination of the City's financial organization, policies and accounting procedures; the determination of the standards to be used in selection for employment; the sole right to hire; the determinations of the number of men or women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the

City's operations are to be conducted; the determination of the content of job classifications; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this agreement. Provided, however, if the City changes eligibility requirements for an existing position within the Police Department, the City shall notify employees 6 months prior to implementing the change and existing employees seeking a promotion to such a position shall not be subject to the change during that 6 month period.

- 2.2 In a bona fide emergency affecting the health or safety of the residents of the City (e.g. a natural disaster), the Mayor and Council take appropriate action, but only for the duration of such an emergency.
- 2.3 No provision of this Article is intended to affect an Employee's rights under the Law-Enforcement Officers' Bill of Rights except to the extent permitted in 11 Del. C. §9203.

ARTICLE 3 PROBATIONARY PERIOD

- 3.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of one (1) year from date of certification, Employees who are Delaware certified on the date of hire shall be subject to a probationary period of six (6) months. For purposes of this Agreement, "certification" means the date of the letter of certification from the director of Police Training bestowing the power of arrest.
- 3.2 During the probationary period, an employee may be dismissed from service for performance reasons without a breach of this Agreement or constituting a

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grievance. Disciplinary cases shall be subject to the Police Officer's Bill of Rights.

ARTICLE 4 DEDUCTION FROM SALARY

4.1 Union Security

All employees have the right to join or refrain from joining the Union. Any employee who chooses not to join the Union and who is covered by the terms of this Agreement, shall, however, be required to pay to the Union a periodic service fee to defray the cost in connection with the Union's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement. The payment of such a service fee, as a condition of continued employment, applies to all employees covered by this Agreement effective on the thirtieth (30th) day following being sworn-in as a police officer of the Seaford Police Department or the effective date of this Agreement, whichever is later. Such payments shall be payable on or before the first (1st) day of each month and such sums shall in no case exceed the membership dues, and uniform assessments paid by those employees who are members of the Union.

4.2 The City agrees to deduct dues or the service fee from the pay of employees who certify that they authorize such deduction by executing an authorization form. Such funds shall be sent to the designated financial officer of the Union not later than the 30th of each month. In the event the Union changes the amount of dues or service fees, it shall notify the City in writing at least 60 days prior to the effective date of the change.

4.3 **Fair Representation**

The Union agrees that it shall fully and fairly represent all members of the bargaining unit.

4.4 **Indemnification**

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and other forms of liability, including attorneys fees, arising out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 5 GRIEVANCE PROCEDURES

5.1 **Definitions**

5.1.1 Grievances are limited to matters involving interpretation and enforcement of this Agreement, but shall not include matters of discipline, which are handled according to the Law Enforcement officers Bill of Rights.

5.1.2 "Days" means calendar days.

5.2 **Policy**

5.2.1 It shall be the responsibility of the City to establish and maintain a work climate within which an employee's grievance may be identified, presented, discussed and given fair, prompt consideration.

5.2.2 In presenting a grievance, an employee must be assured freedom from restraint, interference, coercion, discrimination and reprisal.

5.2.3 Employees have the right to representation of their own choosing and at their own expense at any level of review.

5.2.4 The aggrieved employee, a Union representative, and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

5.2.5 The Union must receive notice of any grievance filed and have an opportunity to appear with the grievant at all steps of the grievance procedure.

5.3 **Procedure**

5.3.1 **Filing a Grievance**

In the event a problem cannot be settled informally through oral discussions with an employee's supervisor, a grievance may be filed if an employee feels he/she has been or will be adversely affected.

5.3.2 When an employee, or the Union acting on behalf of the employee(s), has a grievance, the following steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for the presentation, consideration and disposition of employee grievances is as follows:

Step 1. The employee, and/or a Union representative, shall present the grievance in writing to the Chief of Police within twenty (20) days of its occurrence or knowledge of the occurrence. The Chief, or the Chief's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

Step 2. If the decision of the Chief is not satisfactory to the employee, or the Chief of Police fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the employee or the Union representative to the City Manager within ten (10) days after the employee received the Step 1 decision, or within 10 days after the response at Step 1 was due. The City Manager, or the City Manager's designee, shall respond in writing to the employee and the Union, representative within ten (10) days after receipt of the appeal.

5.4 **Step 3.** If the decision of the City Manager is not satisfactory to the employee, or the City Manager fails to answer the grievance within the prescribed time, a final appeal of the decision may be made by the employee, or the Union, to the Mayor and Council within ten (10) days from the date of the City Manager's determination, or within ten (10) days after the response at Step 2 was due. The Mayor and Council shall be provided copies of the reasons for the grievance and the determination made by the Chief and City Manager if applicable. The hearing shall be open to all concerned parties and the employee may examine all evidence.

The Mayor and Council shall review the case, consult with whatever sources deemed appropriate and within thirty (30) calendar days issue a decision. Then the City Manager shall within three (3) calendar days transmit the decision to the Union with one copy sent to the employee by certified mail.

ARTICLE 6 HOURS OF DUTY - OVERTIME COMPENSATION

6.1 Regular Work Period

For employees working 12 hour shifts, the regular duty work period is 80 hours within a period of 14 consecutive days consisting of 2 consecutive calendar weeks. For employees working 8 hour shifts, the regular duty work period is 40 hours in a work week.

6.2 A "regular work day" for patrol officers shall consist of 12 consecutive hours. A regular work day for other employees shall consist of 8 consecutive hours.

6.3 Overtime

Overtime shall be paid at the rate of time and one-half the employee's regular base rate of pay for all duty hours performed in excess of eighty (80) hours in a work period for employees working 12 hour shifts, and for all duty hours performed in excess of 40 hours in a work week for employees working 8 hour shifts.

6.4 Part-Time Employees

6.4.1 The City shall have the right to hire part-time police officers. Part-time officers shall work no more than 20 hours a week, shall receive no benefits and accrue no pension, and shall be paid at the starting salary for patrolman.

6.4.2 Part-time officers shall be certified as police officers by the Delaware Council on Police Training.

6.4.3 Employees shall have the right of first refusal for any work offered to part-time police officers.

6.4.4 The City shall not use part-time police officers to displace or replace employees. Rather, part-time police officers shall be used to supplement police services in

emergency situations. "Emergency situations" includes situations where no employee exercises the right of first refusal for work offered to part-time police officers.

6.5 New Employees

6.5.1. A new employee shall be placed no higher than the patrolman rank on the salary schedule.

6.5.2. A new employee shall be paid at least the minimum rate of pay for the employee's position. A new employee may be placed at a higher step on the patrolman salary schedule.

6.6 Court Time

6.6.1 If an employee is required to appear in Court on off duty hours in connection with the performance of the employee's duty, such employee shall ~~be paid~~ at time and one-half for ~~all Court time, with a minimum pay of 2 hours.~~

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~~Deleted: receive minimum pay of 2 hours~~
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6.6.2 If an employee is ~~placed~~ on call ~~for Court~~, and reports that fact to the Police Department, such employee shall be paid at the employee's regular ~~hourly~~ rate of pay for ~~the initial on-call for a minimum of 2 hours. Then any extended hours by the Court will be paid at the regular rate of pay for the duration of the recorded time. In no event will hours be paid for gaps between the minimum standby and extended standby hours. Should on-call extend beyond the minimum, those hours will be paid at the regular rate of pay. In no event shall an employee receive overtime pay for on-call hours.~~

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Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

6.7 On-Call Pay

If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hour's pay at the employee's regular base rate of pay for each week the employee is on-call. If the Chief places an employee on-call for a period of less than an entire week, such an employee shall be paid at the employee's regular base rate of pay for such on-call time. If an employee is called in to work beyond the employee's scheduled work hours, the employee shall be paid in accordance with Article 6.8.

6.8 Call-Out Pay

If an employee is called in to work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 2 hours, or for the call-out time actually worked, whichever is greater.

6.9 Working In A Higher Pay Grade

An employee who, with the approval of the Chief, works for at least 20 consecutive work days in a higher pay grade (for example a corporal working as a sergeant) shall, for the duration of such a temporary assignment, be paid at the rate of pay for the higher pay grade.

6.10 No Pyramiding of Premium Pay

Overtime or premium pay shall not be pyramided, compounded or paid twice for

the same time worked.

6.11 Station Meetings

As part of their professional obligation, employees may be required to attend four station meetings each year, and shall be compensated for one hour for each such meeting. If an employee elects to remain at such a meeting for a period longer than one hour, the employee will not be compensated for such additional time.

6.12 Special Duty Assignments

The Union shall establish the hourly rates charged to the vendor for special duty assignments, and shall administer the allocation of such assignments among employees. The City reserves the right to charge the vendor for the use of a vehicle in the performance of special duty assignments. Upon completion of the special duty assignment, the employee performing the assignment shall submit a time sheet to the City, the City pays the employee for the time worked at the rate established by the Union, less the following deductions from the amount collected for the performance of special duty assignments:

Administrative Fee of 3%
Federal & State Income Taxes
Employee's Portion of Social Security Taxes
Employee's Portion of Medicare Taxes
Worker's Compensation Insurance

ARTICLE 7 PAID HOLIDAYS

7.1 The following days are holidays with pay:

Birthday
New Year's Day
Good Friday
Memorial Day
Independence Day

Labor Day
2 Days for Thanksgiving
2 Days for Christmas

To the extent the State observes such holidays, the City will schedule the holidays on the same day the holidays are observed by the State.

7.2 Birthday Holiday

Each calendar year an employee is entitled to 8 hours off for the employee's birthday. The employee is not required to take these hours on the date of the employee's birthday.

7.3 Weekend Holidays

For day workers, when a holiday falls on a Saturday, the preceding business day shall be considered the holiday; and whenever the holiday falls on Sunday, the following business day shall be considered the holiday, except for employees whose work cycle required them to work Saturday or Sunday. All employees other than day workers shall receive holiday pay for the day of the holiday irrespective of whether the holiday falls on a Saturday or Sunday. "Day workers" refers to employees who consistently work during normal business hours.

7.4 Holiday Pay

Holiday pay shall be eight hours of the employee's base rate of pay.

7.5 Holiday Premium Pay

If an employee is required to work on a paid holiday, the employee shall, in addition to holiday pay, receive, one and one-half the employee's regular rate of pay for such hours worked (i.e. a total of two and one-half times the employee's regular rate of pay for such hours worked).

7.6 Limitation On Right To Receive Holiday Pay

In order to receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled workday following the holiday if work is available. Holiday pay will be provided if any such absence is due to an approved leave granted by the City.

7.7 Failure to Report If Assigned To Work On Holiday

An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave, shall not receive pay for the holiday.

ARTICLE 8 VACATIONS

8.1 Eligibility For Vacation

All employees who have completed the required service shall be entitled to vacation with pay.

8.1.1 Employees hired prior to July 1 in a calendar year will, following 6 months of employment, be eligible for 40 hours of vacation before December 31 in the calendar year in which such an employee is hired. Such employees may carry over the 40 hours vacation into the next calendar year. Employees hired after July 1 in a calendar year will not be eligible for any vacation until the next calendar year, and until after 6 months of employment.

8.1.2 On January 1 each calendar year employees receive their vacation allowance. Should an anniversary year occur within the calendar year resulting in additional vacation hours, such vacation hours will be credited to the employee effective on January 1.

8.2 Scheduling

Vacations must be taken in the year they are earned. Vacation which is not taken in the years earned will be lost unless accumulation is permitted by Sections 8.1.1, 8.4 or the City Manager permits vacation hours to be carried over.

8.3 Length of Vacation

An employee's anniversary date is the date used to determine years of service for vacation period changes. Vacations are earned annually as of January 1, including the first, fifth, tenth, and fifteenth year. These specified years of service are when an employee becomes eligible for vacation or additional hours of vacation.

YEARS OF SERVICE	VACATION PERIOD
Less than 5	80 hours
5 but less than 10	120 hours
10 but less than 15	160 hours
15 or more	200 hours

8.4 Accumulation (carry over) of Vacation Time

Employees not able to use all of their vacation days in the year earned/accrued, he/she may carry over unused hours into the subsequent year according to the table below.

YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED
5 but less than 10	40 hours
10 but less than 20	80 hours
20 but less than 25	120 hours
25 but less than 30	160 hours
30 or more	200 hours

8.5 Vacation Pay and Illness During Vacation

The pay for vacation shall be at the employee's current rate. Vacation pay may be drawn in advance by notifying the Chief one pay period before actual leave, and

submitting regular payroll forms. Employees must immediately notify the Chief, or in his absence the City Manager, of any injuries or illness suffered during vacation. Once a vacation period of 40 hours has started it will be considered vacation, but the following 40 hour vacation period may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines.

8.6 Vacation Schedules

The Chief shall schedule vacation leave with regard to the operating requirements of the department, seniority of employees, and the requests of employees insofar as the latter is possible. The scheduling of vacation periods is always subject to change at the discretion of the Chief in order to provide essential services.

8.7 Termination and Vacation Pay

Unused earned vacation time at the termination of employment will be paid for at the employee's most recent hourly rate.

8.8 Vacation Leave Records

Individual records of vacation leave credit and use shall be maintained by the City.

ARTICLE 9 MEDICAL LEAVE

9.1 Eligibility

Full time employees shall be eligible for sick leave. The City reserves the right to review annual sick leave records. Employees exceeding the overall employment average for lost time related to sick leave may be interviewed in cases where there is a questionable pattern of absences.

9.2 Verification of Illness

If an employee is absent 3 consecutive days, and/or is absent three times in a calendar year (whether or not such absences are consecutive), such an employee must provide verification of illness from the employee's physician.

9.3 Medical Leave

An employee shall receive regular base wages for a period not to exceed an aggregate of 10 weeks during a calendar year. If an employee uses 10 weeks of medical leave during a calendar year, such an employee is entitled to 2/3 of regular base pay for a maximum of 16 additional weeks of medical leave.

9.4 Workers' Compensation Claim

If an employee suffers a work related injury and is receiving workers' compensation, during the first ten weeks, the City will pay an amount equal to the difference between workers' compensation benefits and full salary. If such an employee is absent beyond the first ten weeks, the City will not provide medical leave payment if the employee is receiving compensation.

9.5 Light Duty

Light-duty service is available to all employees, regardless of normal job assignment, who receive a physician release for light-duty service. Such an employee should be able to work a minimum of 1/2 of the normal daily scheduled work hours for a maximum of 8 weeks. Light-duty hours are included in the calculation of the employee's use of the employee's short term or long term medical leave. Such an employee may return to full time employment performing the employee's regular assigned tasks when the employee provides certification

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from the employee's physician stating the employee may perform the employee's regular assigned tasks.

9.6 Return to Work

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An employee who exhausts short term and long term medical leave must return to full time employment for one year of uninterrupted service, excluding vacation and holidays, to be eligible for renewed short term and long term medical leave.

ARTICLE 10 FAMILY MEDICAL LEAVE

The City shall provide unpaid leave pursuant to the provisions of the Family Medical Leave Act ("FMLA"), including all applicable FMLA regulations. In calculating the entitlement to FMLA leave (12 weeks during a 12 month period), the 12 month period is a rolling 12 month period measured backward from the date leave is used by an employee.

ARTICLE 11 SPECIAL LEAVES

The following special leaves shall be considered by the City Manager:

11.1 Military Leave And Guard Leave

The City will provide unpaid military leave as necessary in compliance with all applicable state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Act of 1994, as well as applicable state law which protects job rights and benefits for veterans and members of the reserves.

11.2 Maternity/Paternity Leave

Employment policies or practices involving the commencement and duration of leave, the availability of extensions, the accrual of benefits and payment apply to a disability due to pregnancy, childbirth or related medical conditions in the same

manner such policies and practices apply to other disabilities. The FMLA policy shall also apply to the extent there is a serious health condition due to pregnancy, childbirth, or related medical conditions. In addition, the FMLA policy applies to leave to care for a newborn child, and placement with the employee of a son or daughter for adoption or foster care.

11.3 **Bereavement Leave - Payment For Absence Due To Death-In-Family**

11.3.1 An employee who is excused from work because of death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused for up to 24 hours starting on the day of death and ending on the day after the funeral. The day of death begins upon the death of the family member and the first day is counted if an employee has not reported for his scheduled working hours. Should the death occur while an employee is working, then the next calendar day is the first day. The pay rate is based on regular hourly base pay with no overtime permitted.

11.3.2 A member of the employee's immediate family shall be limited for the above purpose to parents (father or mother, step-parents, or foster parents), husband or wife, brother or sister (half-brother or half-sister), son or daughter (step-son, step-daughter or legally adopted children), mother-in-law, father-in-law, grandparent or grandchild.

11.3.3 An employee who is excused from work to attend the funeral of his son-in-law, daughter-in-law, brother-in-law or sister-in-law shall be paid his regular rate of pay for his scheduled working hours, on the day of the funeral. Brother-in-law

and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse.

11.3.4 Other relatives living regularly in the home of an employee as an established member of his household and whose principal support is received from the employee may also be considered on an individual basis after notifying the employee's supervisor and discussing the case with the Chief.

11.3.5 Payment for absences due to death-in-family will not be made in addition to sick leave payments or holidays which may occur simultaneously.

11.4 **Administrative Training Leave**

Employees may be granted administrative leave of absence with pay to attend job related training courses, sessions, conferences, or seminars. Requests for leave must be submitted through the Chief to the City Manager for approval. If such a leave is approved, the employee will be informed as to whether the City will reimburse the employee for reasonable traveling expenses. An employee seeking reimbursement for such expenses must submit expense forms and receipts to the City Manager.

11.5 **Personal Leave of Absence**

The City Manager may authorize an employee to be absent without pay for personal reasons for a period not to exceed 1 year. An employee seeking such a leave shall submit a request through the Chief to the City Manager, who may grant such leave subject to the approval of Mayor and Council.

11.6 **Jury Duty**

Employees called for jury duty will be given leave of absence with pay for the duration of their service on the jury.

11.7 **FOP Leave**

Upon reasonable notice, one employee shall be given one day off per year, with pay and without loss of benefits or seniority, to attend policy conventions and seminars.

ARTICLE 12 DRUG TESTING

12.1 **Random Testing**

In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the City may engage in random drug and alcohol testing of employees. Employees shall be selected by an objective, random method.

12.2 **Testing Procedure**

The City may use Intoxilyzer tests for alcohol testing administered by persons with the rank of Corporal or above. In conducting the testing authorized by this Article (other than by use of an Intoxilyzer, with respect to which only Article 12.2.7 shall apply) the City shall:

12.2.1 Use only a clinical laboratory or hospital facility appropriately licensed and accredited by the National Institute of Drug Abuse ("NIDA").

12.2.2 Use tamper proof containers, have a chain-of-custody procedure involving persons with the rank of Corporal or above, maintain confidentially and preserve specimens for a minimum of twelve (12) months.

- 12.2.3 Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening and confirmatory test, and a sufficient amount to be set aside and reserved for subsequent testing, if any, requested by the employee.
- 12.2.4 Collect samples in such a manner as to ensure a high degree of security for the sample and freedom from adulteration.
- 12.2.5 Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method providing quantitative data about the detected drug or drug metabolites.
- 12.2.6 Require that, with regard to alcohol testing, there is a positive alcohol test result if the test result shows an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood.
- 12.2.7 Promptly, upon request, provide each employee tested with a copy of all information and reports received by the City in connection with the testing.
- 12.2.8 Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- 12.2.9 Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for alcohol or a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such

information shall be removed from the employee's personnel file and may not be used by the City for any reason which could adversely affect an employee's employment.

12.3 Prohibited Levels

A positive test result of any detectable amount of a controlled substance is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services (“DHHS”) at the time the test is made. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the DHHS, the existing DHHS standards shall prevail for all drug levels except alcohol. With respect to alcohol, see Article 12.2.6.

	Initial Test Levels	Confirmatory Test Levels
ALCOHOL	.05% Blood Alcohol content	.05% Blood Alcohol content
MARIJUANA METABOLITES	100 ng/ml	15 ng/ml
COCAINE METABOLITES	300 ng/ml	150 ng/ml
OPIATE METABOLITES		
Morphine	300ng/ml	
Codeine	300 ng/ml	
PHENCYCLIDINE	25 ng/ml	25 ng/ml

AMPHETAMINES	1,000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml

ARTICLE 13 POLITICAL CONSIDERATION

13.1 Political Interference Barred

Employees of the City shall be selected without regard to political consideration.

13.2 Political Activity Prohibited

Employees shall not engage in partisan political activities during their working hours.

ARTICLE 14 BENEFITS

14.1 Eligible Employees

The City will provide health, ~~vision care, dental care,~~ and life insurance to all regular full-time employees.

Deleted:

14.2 Health Insurance

The City shall maintain the medical and prescription drug plan presently provided by the City as described in the plan document and summary plan description with an effective date of 6/1/2003 and restated date of 1/1/2012 entitled "Health Care Plan of the City of Seaford", plan #501.

14.3 Change In Providers

The City reserves the right to change insurance carriers so long as the coverage provided to employees is substantially the same.

14.4 Benefits Committee

The City Manager shall appoint a Benefits Committee which will include the Chair of the Union Bargaining Committee, or designee. The Benefits Committee

shall explore the possibility of changes in health insurance coverage. One purpose of this review process is to foster competition among prospective vendors. The Benefits Committee shall make its recommendation to the Mayor and Council. The Mayor and Council may implement the recommendation. In order for such a recommendation to be implemented, the recommendation must satisfy the following criteria: The coverage provided to employees shall substantially remain the same and the cost to the employee shall remain the same, except to the extent change in coverage and/or cost allocation is necessary in order to offset dramatic increases in the cost of coverage (i.e. in excess of 5% from one year to the next), or a majority of employees vote to approve any change.

14.5 The Preventive Health Plan

The City shall have no obligation to continue the Preventive Health Plan beyond the expiration date of this Agreement if the Plan is eliminated for other City employees.

14.6 Life Insurance, Accident, Death And Dismemberment

The City shall provide all full-time employees with the basic term life, accident, death and dismemberment insurance described in the City's Summary Plan Description. Effective July 1, 2005, the amount of the basic death benefit is in an amount equal to two (2) times an employee's annual, base salary up to a maximum of \$200,000. A private carrier is engaged to provide such coverage. Each employee is to receive a booklet regarding such coverage. All inquiries should be directed to the Director of Human Resources.

14.7 **Liability Insurance**

The City will continue to maintain, at current levels of coverage, professional liability insurance coverage for all employees.

14.8 **Blood Bank**

The City shall make available to each employee the option of joining, at the employee's expense, the Blood Bank of Delaware Group Plan.

14.9 **Credit Union**

The City shall make available to employees the option of becoming a member of the [Del-One Federal Credit Union](#).

Deleted: Seaford Credit Union

14.10 **Workers Compensation**

The City shall provide workers' compensation as required by law. All injuries must be reported immediately to the Chief, or in the Chiefs absence to your supervisor. All reports must be promptly filed to validate claims.

14.11 **Unemployment Compensation Insurance**

All employees shall be covered by the State of Delaware Unemployment Insurance Act.

14.12 **Educational Assistance**

14.12.1 **Eligibility**

All members of the bargaining unit are eligible to participate in this program. The program is not intended to: a) subsidize programs sponsored by the City but funded by a third party; b) apply to conferences or other job related training scheduled by the Department.

14.12.2 **Procedure**

- a. Employees must submit requests for job related educational assistance prior to the start of the course(s). The request shall be forwarded to the Chief for consideration. The employee will be notified within 10 days, whether the request is approved.
- b. An employee receiving educational assistance from the City will be required to sign a training agreement requiring the pro rata reimbursement of assistance received if the employee voluntarily leaves City employment, or is terminated for cause, within one year of completion of the course(s).
- c. An employee approved for educational assistance is eligible for reimbursement for tuition, registration fees, and books.
- d. Upon satisfactory completion of course(s), a copy of the employee's final grade(s), together with a copy of the fees paid shall be submitted to City. The City will reimburse the employee within 10 work days.

14.13 **Pension**

Effective July 1, 2008, both of the City's Police Pension Plans will be closed, and employees will be placed in the Delaware County and Municipal Police/Firefighters Pension Plan. The City will buy-in up to 25 years of service. Each employee will thereafter contribute the percentage of pay mandated by the State, and the City will make the contribution required by the State.

14.14 Clothing Allowance

Detectives shall receive an annual clothing allowance of \$500. Employees seeking reimbursement for such expenses must provide the City clothing receipts. An employee assigned as detective for more than 30 consecutive days shall receive an amount equal to 1/12 of the allowance per each month of service as a detective.

14.15 Uniforms And Equipment

The City shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing uniforms and equipment shall be approved by the Chief and paid by the City. The City agrees to provide shoes to replace worn or damaged shoes.

14.16 Bulletin Board

The City shall provide the Union a bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union business, and other notices which are not demeaning to the City, its employees, or elected officials.

14.17 Incorporating More Liberal Benefits

If, during the term of this Agreement, the City provides a police officer (i.e. any sworn officer employed by the City) a fringe benefit (i.e. the fringe benefits listed in Articles 7, 8 and 14) which is more liberal than the City is required to provide pursuant to this Article, all police officers shall receive the more liberal fringe benefit.

ARTICLE 15 PHYSICAL FITNESS

- 15.1 The parties recognize the necessity for all employees to be physically fit. In an effort to insure such fitness is achieved, the City and the Union agree on the comprehensive medical and physical fitness program attached to this Agreement as Appendix A.
- 15.2 New hires shall take and pass the Physical Fitness Test and Body Fat Percentage Test ("the Test") prior to graduation from the police academy, and thereafter on an annual basis.
- 15.3 Employees shall take the Test on an annual basis.
- 15.4 Each employee who was in the bargaining unit as of July 1, 2008 shall take the Test on an annual basis for 2 years. During this two year period, if such an employee fails the Test, the employee is not required to retest and there shall be no suspension without pay. If such an employee passes the Test during this two year period, the employee shall not be eligible for an incentive payment. Beginning with the third annual administration of the Test, such employees shall be subject to all of the provisions of Appendix A.

ARTICLE 16 MAINTENANCE OF STANDARDS

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This Section is not intended to diminish the City's authority under Article 2, Management Rights.

ARTICLE 17 RE-EMPLOYMENT

- 17.1 Applicants who were previously employed by the City will be evaluated based on qualifications, experience and ability for the vacancy. The City may place such an applicant in a step and/or grade above entry level.
- 17.2 An applicant re-employed will, following one year of satisfactory, uninterrupted service, receive credit for total years of City employment for purposes of determining seniority, vacation entitlement and pension benefits.

ARTICLE 18 SALARY

- 18.1 The salary schedules for ~~7/1/15 - 6/30/16; 7/1/16 - 6/30/17; and 7/1/17 - 6/30/18~~ are attached.
- 18.2 Subject to the limitation imposed by the maximum number of steps provided on the salary schedule (i.e. 40 steps), employees shall be advanced as follows on the salary schedule:

<u>Evaluation</u>	<u>Number of Steps</u>
Outstanding	2
Satisfactory	1
Unsatisfactory	0

- Deleted: 7/1/12
- Deleted: 6/30/13
- Deleted: 7/1/13
- Deleted: 6/30/14
- Deleted: 7/1/14
- Deleted: 6/30/15

18.3 The rank of Senior Corporal ("Sr. Cpl.") shall be created effective July 1, 2015. There are 5 Sr. Cpl. positions eligible to be filled assuming there are sufficient candidates who meet the criteria for promotion. These positions shall be filled through the promotional testing process set forth in the General Orders.

18.4 The work period shall be from Monday to Sunday.

Deleted: 18.3

18.5 The work period for patrol officers, including those assigned to temporary duty, shall be 80 hours in a two week period, and the pay period shall be every two weeks. The work period for non-patrol officers shall be 40 hours in a week and the pay period shall be weekly.

Deleted: 18.4

18.6 Employees are paid on Thursday following the last day of the work period. If a regular pay day falls on a holiday, employees are paid on the last scheduled working day prior to the holiday.

Deleted: 18.5

The parties have executed this Agreement this _____ day of _____, 2016.

Deleted: 2012

FOR THE CITY OF SEAFORD:

FOR THE SEAFORD FRATERNAL ORDER OF POLICE:

Mayor David Grenshaw

Deleted: William G. Bennett Sgt. Joseph Bowen

Dolores J. Slatcher

Deleted: Cpl. Eric Chambers

Deleted: Cpl. Valerie Horn

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	1/5/2016 11:19:00 AM
Comparison Time	1.23 seconds
compareDocs version	v4.1.500.11

Sources	
Original Document	{#5221412} [v1] FINAL Seaford Agreement (7/1/12-6/30/15).doc
Modified Document	{#8255880} [v1] Seaford CBA 2015/2018.doc

Comparison Statistics	
Insertions	12
Deletions	12
Changes	23
Moves	0
TOTAL CHANGES	47

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	False

N.B.3
1/12/16

Memo

To: Dolores Slatcher, CM
From: Berley Mears, DPW
CC: Charles Anderson, ACM
Date: 1/7/2016
Re: 2016 Backhoe bid

After reviewing the bid for the 2016 Backhoe and confirming the bid met the specifications, I would like to make a recommendation to proceed with this purchase to the low bidder of Chesapeake Supply and Equipment Company for the amount of \$102,825 which includes \$13,000 for the trade-in. This amount is over budget by \$2,825, but I believe we will make this up by not spending any more out of the current equipment maintenance account on maintaining the old backhoe. I would like to place this on the agenda for the January 12, 2016 Council meeting for approval. Please let me know if you have any questions.

N.B.4
1/12/16

MEMO

To: Dolores J. Slatcher, City Manager

FR: Bill Bennett, Supt. of Electric *WAB*

Cc: Charles Anderson, Asst. City Manager

RE: Bid Recommendation for Substation Vacuum Circuit Breaker

Date: January 7, 2016

I am recommending the purchase of the new Substation Vacuum Circuit Breaker from WESCO Distribution. WESCO was the sole bidder. Bids were sent out to four prospective vendors.

The sole bid received was from WESCO is in the amount of \$16,510. Electric had \$23,000 budgeted for the substation vacuum circuit breaker purchase which will be installed in our Ross Substation.

Based on my review of the bid it meets all bid specifications and is below the budgeted amount.

N.B.5
1/12/14

December 23, 2015

Mr. Robert Weist
Deputy Commissioner OABCC
Carvel State Building
820 North French Street, 3rd floor
Wilmington, DE 19801

RE: Oi & Sing, LLC
for - Plaza Tapatia Restaurant
22928 Sussex Highway
Seaford Village Shopping Center
Seaford, DE 19973

Dear Mr. Weist,

The property owned by Oi & Sing, LLC , 22928 Sussex Highway, Tax Map and Parcel # 331-5.00-50.08, located in the City of Seaford, Sussex County, Delaware is zoned C-2 Highway Commercial.

The Uses by Right for the C-2 District are any use permitted in C-1 General Commercial District:

Sec. 15-29. Uses by Right.

(a) In any C-1 district, land, building, or premises shall be used by right only for one (1) or more of the following:

- 1) General merchandise stores including department store, "5 and 10" variety stores, general merchandise discount stores, drug stores and sporting goods;
- 2) Apparel and accessories stores including shoe stores, furriers, and custom tailors;
- 3) Furniture, home furnishing and equipment including household appliance stores, hardware, paint and glass stores; radio and television stores including services;
- 4) Food stores including supermarkets; bakeries and confectionery shops where the production of baked goods is to be sold only at retail on the premises; dairy products; and meats;
- 5) Eating establishments including restaurants, lunch counters, delicatessens, tearooms, cafe, taverns, confectionery or similar establishments serving food or beverages which are consumed inside the establishment; or within an outdoor eating area as described below:
 - a. A site plan shall be submitted illustrating the location of tables, chairs, fencing, landscaping, etc.;
 - b. The boundaries of the outdoor eating area shall be clearly defined and shall be separated from the parking area with fencing, planters, a landscape barrier or other visual means that compliment the surrounding environment. Where seating is directly adjacent to the curb, a vehicular barrier is required to protect the patrons from moving traffic;
 - c. Outdoor eating areas, not connected to the restaurant, must have clearly defined walkways that allow safe pedestrian access;
 - d. Seating shall not hinder access by persons with disabilities;
 - e. No outdoor eating area shall be used or otherwise occupied except during normal business hours. The City Council may place restrictions on the hours of operations of the

outdoor eating area where it determines surrounding land uses or other conditions justify restriction to ensure compatibility and public welfare;

- f. The seating capacity shall not exceed twenty five percent of the indoor seating area or fifty (50) seats, whichever is less;
 - g. The design of tables, chairs, and umbrellas shall be visually attractive and of high quality;
 - h. Umbrellas should be safely anchored and affixed to tables to ensure stability;
 - i. No outdoor preparation or cooking of food is allowed;
 - j. The outdoor eating area shall be kept free of trash. Trash receptacles with shall be emptied daily;
 - k. All exterior surfaces of the outdoor eating area shall be easy to maintain and kept clean at all times. The outdoor eating area should be pressured washed at least once monthly or at shorter intervals to maintain a reasonably clean area;
 - l. There shall be no live entertainment in the Outdoor Eating Area;
 - m. Ambient lighting shall be provided to illuminate the outdoor eating area after dusk;
 - n. There shall be no beverage bar in the Outdoor Eating Area, except at private clubs;
 - o. The establishment must strictly adhere to the City's Noise Ordinance. All outdoor loudspeakers shall be oriented away from residential areas.
 - p. Proper clearance shall be maintained at all times around fire emergency facilities.
Adopted 3-11-09
- 6) Gift shops, including cameras, book, stationery, antique, musical supplies, cosmetics, candy, cigarettes and tobaccos, flowers, hobby, jewelry, leather and luggage shops;
 - 7) Offices for the conduct of medical and other professions, real estate and insurance and banks, including branch banks, banks, messenger or telegraph services, and general and administrative offices;
 - 8) Business machine shops, sales and services;
 - 9) Personal service shops, including dry cleaning, barber, beautician, shoe repair, Laundromat, and tailor;
 - 10) Government offices serving the public, including a Post Office, or other public or semi-public offices;
 - 11) Indoor recreational facilities, including theaters and bowling alleys.
 - 12) Artists and photographers studios.
 - 13) Factory authorized new automobile sales, agencies and services; including repair shops adjacent to and in conjunction therewith.
 - 14) Gasoline service stations, storage or public garage, automobile repair shops, subject to special regulations of Section 15-33.
 - 15) Mortuaries.
 - 16) Laboratories for research and development.
 - 17) Libraries and museums.
 - 18) Motel-hotels and related facilities such as restaurants, meeting rooms, and auditorium spaces and swimming pools.
 - 19) Car Wash Establishments, subject to the special regulations of this Article.
 - 20) Newspaper publishing and job printing.
 - 21) General service or contractors' shops, including carpenter, cabinet making, furniture repair, light metal working, garment manufacturing, tinsmith, plumbing or similar shop.
 - 22) Business place of a builder, carpenter, caterer, cleaner, contractor, decorator, dyer, electrician, furrier, mason, painter, plumber, roofer, upholsterer, and similar non-nuisance businesses, excluding open storage of materials and excluding open storage of motor vehicles.
 - 23) Sub-station, telephone central office, electric and gas facilities, sewage lift station, water pumping station, subject to the following special requirements.

Robert Weist
RE: GP of Seaford, LLC
22928 Sussex Highway
October 1, 2015
3

- a. No storage of materials and trucks, and no repair facilities or housing of repair crews except within completely enclosed buildings.
- b. The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood.

24) Apartments above commercial businesses.

25) Therapeutic treatment centers for adolescents and related facilities.

26) Instructional, business or trade schools.

(Zoning Ord., §301.1, 9/23/69)
Amended January 12, 1999.
Amended January 13, 2009

The use of this location for the sale and/or serving of alcoholic beverages is permitted in the C-1 & C-2 zoning districts. Establishments of this nature are historically located in the C-1 & C-2 zoning districts within the City of Seaford and there are no restrictions in the City's Code for this type of activity within these zoning districts.

The current Zoning Ordinance in effect was adopted in 1977 with amendments. Should you require additional information, please feel free to contact me at 302-629-9173.

Sincerely,
THE CITY OF SEAFORD

Joshua E. Littleton
Building Official

CC: Dolores Slatcher, City Manager
Charles Anderson, Asst. City Manager

Agenda 1-12-16
N.B.C

LAW OFFICES

SCHAB & BARNETT, P.A.

9 CHESTNUT STREET
P.O. BOX 755
GEORGETOWN, DELAWARE 19947
(302) 856-9024
FAX: (302) 856-6360
EMAIL: SCHABBARNETT@COMCAST.NET

WILLIAM SCHAB (DE & MD)
NORMAN C. BARNETT (DE, D.C. & MT)
DAVID R. HACKETT (DE & VA)

| | Please reply to Georgetown
| | Please reply to Lewes

16698 KINGS HWY., SUITE B
LEWES, DELAWARE 19958
(302) 645-6626
FAX (302) 645-6620

December 18, 2015

Dolores Slatcher, City Manager
City of Seaford
P. O. Box 1100
Seaford, DE 19973

Re: Trust of Dorothy Andronen Fleetwood Miller

Dear Ms. Slatcher:

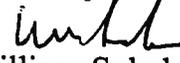
As you know, Michelle Procino previously represented Michelle Miller-Sullivan, the trustee of her late mother's trust. I believe that Ms. Procino gave you the pertinent information regarding the trust and the properties which affect the City but, just to be sure, I am doing so now.

Enclosed is page three of the second amendment to the trust which contains the language involving the City. Pursuant to that language, the trustee obtained two appraisals and the highest of the two is also enclosed. It shows a combined value for the two contiguous properties to be \$410,600.

The City has 90 days from the receipt of this material to tell the trustee, through this office, of its intentions regarding the property. If the City chooses to purchase the properties, the settlement must occur 45 days from the 90 days.

Please contact me if you have any questions. I will be gone from December 22nd to January 5th. Happy holidays!

Sincerely yours,


William Schab

WS/jg

Enclosures

cc: Michelle Sullivan
Stayton & Dickens, CPA's

Received 12-21-15
LOP

ARTICLE 3: Residuary Trust:

After my death, I direct the trustee to administer the remaining trust as follows:

A. Real Estate.

1. One (1) Acre near Seaford Armory. As soon as possible after my death, the trustee shall have the value my real estate, known as Sussex County, Delaware tax parcel 5-31 10.00 206.00 and located in Seaford, Delaware, appraised by two (2) independent professional, licensed real estate appraisers. Once both appraisals are complete, the trustee shall, using the higher value of the two appraisals as the purchase price and shall offer said property for sale to the **CITY OF SEAFORD, DELAWARE** (hereinafter "the City"). The City shall have then option to purchase my real estate at said appraised value, for a period of ninety (90) days. The City's exercise of the option shall be in writing. Closing on said purchase shall occur within forty-five (45) days of exercise of the option. If the City does not exercise this option, the trustee shall sell said real estate at public or private sale to the highest and best bidder or bidders, and to deliver good and sufficient deed or deeds, the same as I might or could do if living, and the purchaser or purchasers shall not be required to see to the application of the purchase money. After all expenses are paid in full, the net proceeds from the sale or sales to the City or other party shall be added to the trust principal and distributed according to the terms of this Article 3.

2. Forty-Three (43) Acres near Seaford Armory. As soon as possible after my death, the trustee shall have the value my real estate, known as Sussex County, Delaware tax parcel 5-31 10.00 207.00 and located in Seaford, Delaware, appraised by two (2) independent professional, licensed real estate appraisers. Once both appraisals are complete, the trustee shall, using the higher value of the two appraisals as the purchase price and shall offer said property for sale to the **CITY OF SEAFORD, DELAWARE** (hereinafter "the City"). The City shall have then option to purchase my real estate at said appraised value, for a period of ninety (90) days. The City's exercise of the option shall be in writing. Closing on said purchase shall occur within forty-five (45) days of exercise of the option. If the City does not exercise this option, the trustee shall sell said real estate at public or private sale to the highest and best bidder or bidders, and to deliver good and sufficient deed or deeds, the same as I might or could do if living, and the purchaser or purchasers shall not be required to see to the application of the purchase money. After all expenses are paid in full, the net proceeds from the sale or sales to the City or other party shall be added to the trust principal and distributed according to the terms of this Article 3.

3. 1.02 Acres and 2.7172 Acres Parcels on Ross Station Road. I hereby order and direct the trustee to sell my real estate known as Sussex County, Delaware tax parcels 5-31 7.00 22.00 and 5-31 7.00 22.01, located in Seaford, Delaware, at public or private sale to the highest and best bidder or bidders, and to deliver good and sufficient deed or deeds, the

CAG

APPRAISAL

41.06 ACRES
E & W^o PARK AVENUE
SEAFORD
SEAFORD HUNDRED
SUSSEX COUNTY, DELAWARE

VALUE
AS OF

JULY 6, 2015

FOR

MS. MICHELLE MILLER-SULLIVAN
43765 TIMBERBROOKE PLACE
ASHBURN, VA 20147

BY

HAROLD L. CARMEAN, M.B.A.
PRESIDENT
CARMEAN APPRAISAL GROUP
DE. CERT. GEN. REAL PROPERTY APPRAISER #X1-0000037

CARMEAN APPRAISAL GROUP

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CAG CARMEAN APPRAISAL GROUP

Real Estate Appraiser and Consultant

532 S. Bedford Street • P.O. Box 441 • Georgetown, Delaware 19947
Phone: 302-856-2460 • Fax: 302-856-2255 • E-Mail: h.carmean@verizon.net

July 9, 2015

Ms. Michelle Miller-Sullivan
43765 Timberbrooke Place
Ashburn, VA 20147

APPRAISAL – 41.06 ACRES
E & Ws PARK AVENUE
SEAFORD
SEAFORD HUNDRED
SUSSEX COUNTY, DELAWARE

In accordance with your request, Ms. Sullivan, I inspected the above referenced property for the purpose of estimating its: ***I - Fee Simple Market Value "As Is"; and II – Investment Value to the City of Seaford, as of July 2, 2015,*** the effective date of the appraisal. The date of the report is ***July 9, 2015.***

The report and its conclusions have been prepared solely and exclusively for the ***Estate of Dorothy F. Miller*** to provide guidance in ascertaining market value. Neither the report nor the conclusions may be disseminated to, or used by anyone else for any other function, unless prior written consent is given by ***Carmean Appraisal Group***. The intended users of this report is the ***Estate of Dorothy F. Miller.***

Market value may be defined as "the price which a well-informed buyer acting intelligently, voluntarily and without necessity would be warranted in paying, and a well-informed seller acting intelligently, voluntarily and without necessity would be warranted in accepting for the property as of a certain date." A more complete definition is contained in the attached report.

The property has been valued in its fee simple interest. The three customary approaches to value were considered in this appraisal, with the applicable methods detailed herein.

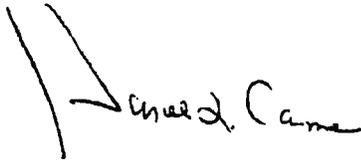
Your attention is directed to the accompanying report which describes the property and data which led to the conclusions.

Based on consideration of all the available information pertaining to the subject property, it is my opinion that the *I - Fee Simple Market Value* of the property rights in the subject, more fully described herein, as of *July 6, 2015* was *\$328,500*, and the *II - Investment Value to the City of Seaford* is *\$410,600*.

This valuation has been made in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

Thank you for the opportunity to provide professional appraisal services. If you have any questions, or if we may assist you in other valuation or counseling assignments in the Central Atlantic region, please feel free to call.

Respectfully submitted,
CARMEAN APPRAISAL GROUP

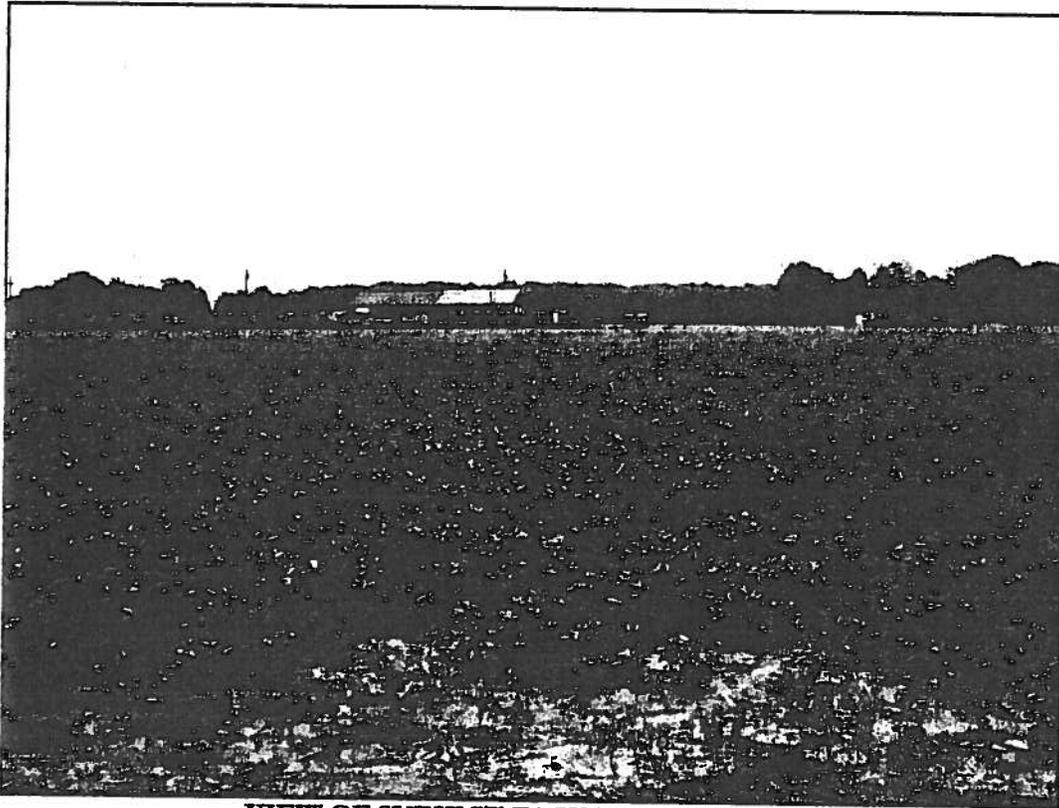
A handwritten signature in black ink that reads "Harold L. Carmean". The signature is written in a cursive style with a large, sweeping initial "H".

Harold L. Carmean, M.B.A.

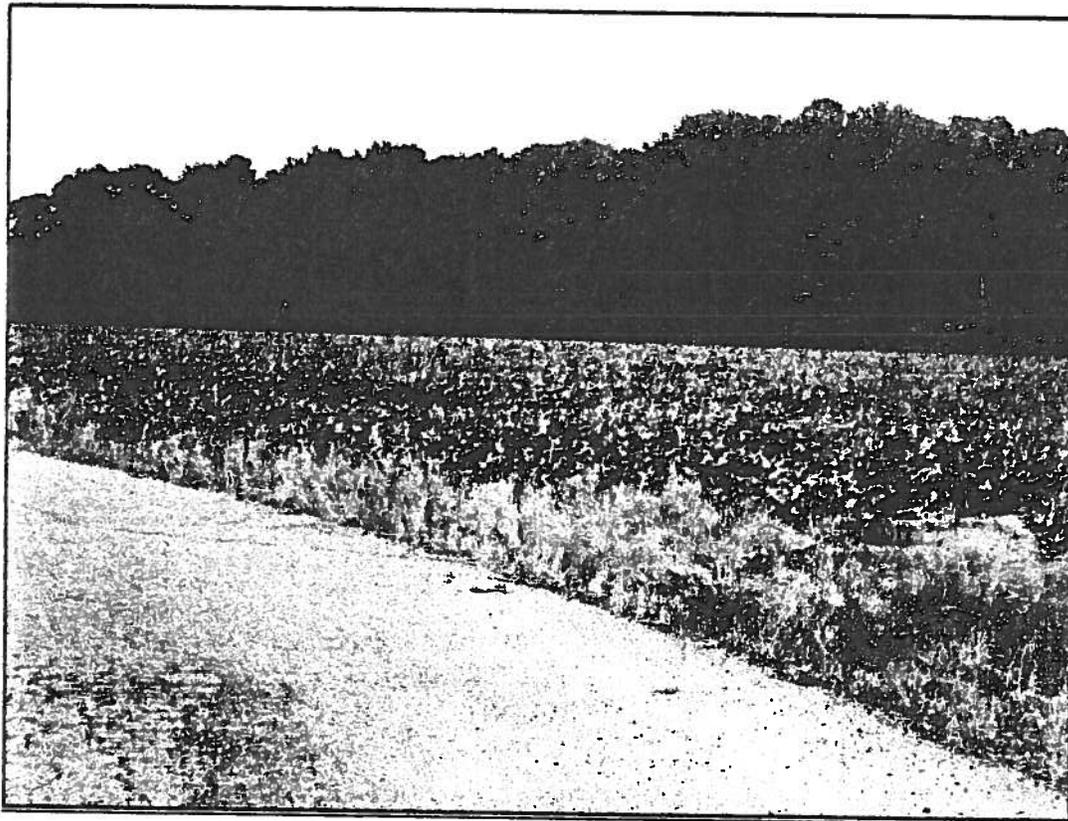
President

DE. Cert. Gen. Real Property Appraiser #X1-0000037

PHOTOS OF SUBJECT

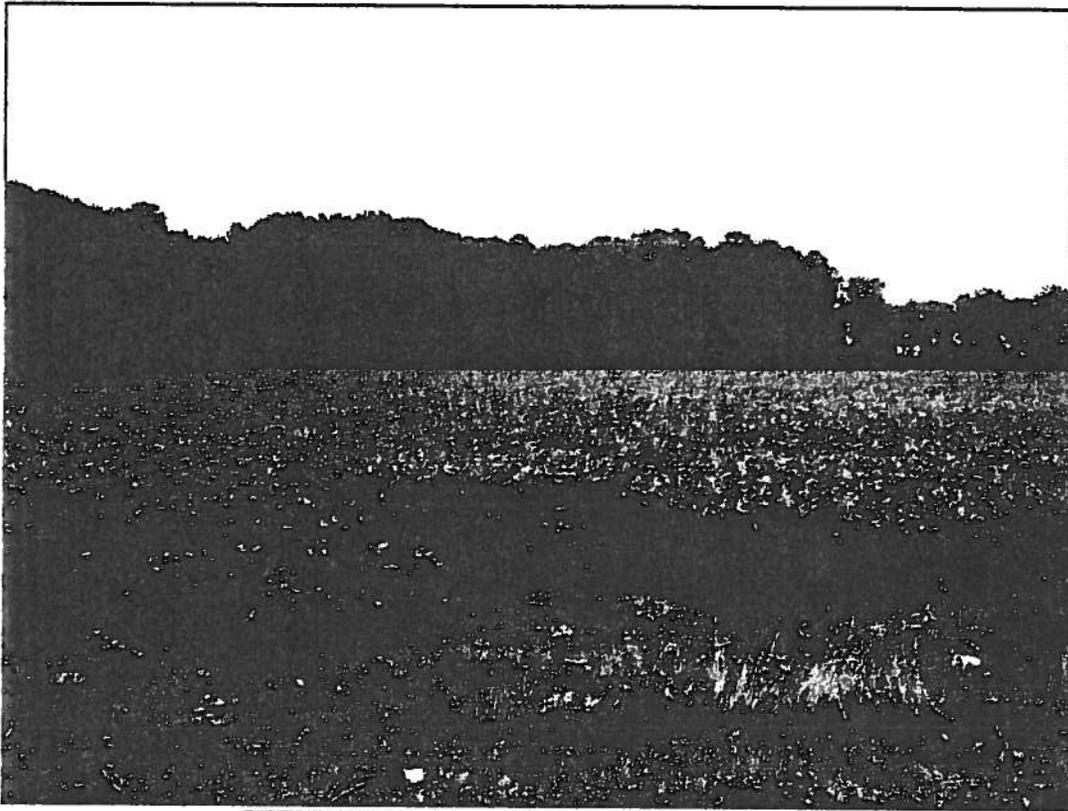


VIEW OF SUBJECT FACING SOUTHEAST
HAROLD L. CARMEAN, 8/15



VIEW OF SUBJECT FACING SOUTHWEST
HAROLD L. CARMEAN, 8/15

PHOTOS OF SUBJECT

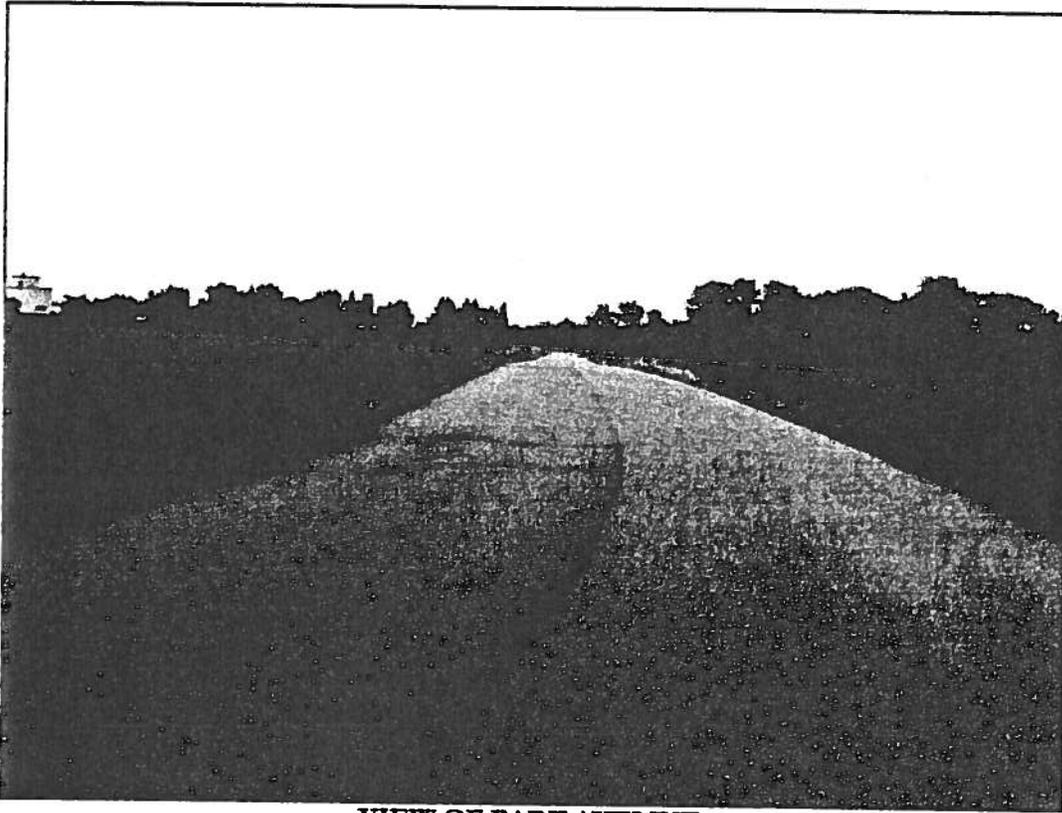


VIEW OF SUBJECT FACING NORTHWEST
HAROLD L. CARMEAN, 8/15



VIEW OF SUBJECT FACING NORTHEAST
HAROLD L. CARMEAN, 8/15

PHOTOS OF SUBJECT



VIEW OF PARK AVENUE
HAROLD L. CARMEAN, 8/15



VIEW OF ROSS STATION ROAD
HAROLD L. CARMEAN, 8/15

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<u>PROPERTY APPRAISED:</u>	<i>41.06 ACRES</i> E & Ws Park Avenue Seaford Seaford Hundred Sussex County, Delaware
<u>PROPERTY TYPE:</u>	41.06 acres of vacant farmland, zoned Agricultural Residential, located adjacent to the Seaford Industrial Park, Seaford, in western Sussex County, Delaware.
<u>PROPERTY RIGHTS:</u>	Fee Simple
<u>LEGAL DESCRIPTION:</u>	Sussex County tax references 5-31-10.00-206.00 & 207.00 and per deed in the <i>Addendum</i> .
<u>LAND:</u>	<i>41.06 acres</i> , assemblage of two parcels (40.33 acres & 0.7308 acres), predominantly tillable farmland, irregular in shape, with 580' frontage on Ross Station Road and extensive frontage on the east and west side of Park Avenue. The land area is allocated as 36.02 tillable acres and 5.04 wooded acres. The parcel requires individual well and septic. However, the location adjacent to the Seaford Industrial Park and City of Seaford corporate limits lends the parcel to the availability of public sewer and water. Overall utility is average/good.
<u>SITE IMPROVEMENTS:</u>	None
<u>ENVIRONMENTAL HAZARDS STATUS:</u>	Property assumed to be environmentally unimpaired. Environmental Audit not provided to appraiser.
<u>OWNERSHIP:</u>	Dorothy F. Miller Trustee
<u>PRIOR SALES:</u>	The property has not transferred in the previous three years.
<u>LISTING & PENDING CONTRACT:</u>	The property is not listed for sale, nor under contract of sale, to the best of my knowledge.
<u>OCCUPANCY:</u>	The property is currently utilized as farmland.
<u>ZONING:</u>	Agricultural Residential (AR-1) – Sussex County
<u>HIGHEST AND BEST USE:</u>	Large scale mixed commercial and multi-family development as warranted by the market

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (CONT'D)

DATE OF VALUATION: *July 6, 2015*

DATE OF REPORT: *July 9, 2015*

APPROACHES:

<i>VALUE TYPE</i>	<i>APPROACH</i>	<i>VALUE</i>
"AS IS"	SALES COMPARISON	\$328,500
ASSUMING PURCHASE BY THE CITY OF SEAFORD	SALES COMPARISON	\$410,600

REASONABLE EXPOSURE

TIME: 9-12 Months

CONCLUSION:

\$328,500 (As Is)
\$410,600 (Assuming Purchase by The City of Seaford)

REASONABLE MARKETING

TIME: 9-12 Months

CERTIFICATION

I certify that, to the best of my knowledge and belief, except as otherwise noted in this appraisal report:

1. The statements of facts contained herein are true and correct.
2. The terms of the assignment and reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and contingencies herein, and are my personal, unbiased professional analysis, opinions and conclusions.
3. I have no present or prospective interest in the subject property, and have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. The analyses, opinions and conclusions were developed, and this appraisal report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
7. I have made a personal inspection of the property that is the subject of this report.
8. I have performed no services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
9. No one provided significant professional assistance to the person signing this report.
10. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The use of this report is subject to the requirements of the Appraisal Institute regarding review by its duly authorized representatives.

12. I have previously completed appraisal assignments on property such as the subject.
13. State Certified/Licensed appraisers who are signatories to this report have completed all continuing education requirements.
14. As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

Date: July 9, 2015



Harold L. Carmean, M.B.A.
President
De Cert Gen #X1-0000037

ASSUMPTIONS, LIMITING CONDITIONS, AND CONTINGENCIES

The following assumptions, limiting conditions and contingencies apply, unless otherwise specified herein:

1. Information provided by parties not employed by Carmean Appraisal Group is assumed to be true and correct, and no liability resulting from misinformation is assumed by the appraiser.
2. All mortgages, liens, encumbrances, leases and servitudes have been disregarded, unless noted herein.
3. The appraiser takes no responsibility for events, actions, conditions, or circumstances affecting the property or its market value that take place subsequent to either the date of value contained in this report, or the date of field inspection, whichever occurs first.
4. No responsibility is assumed by the appraiser for hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable, or for engineering which may be required to discover such conditions.
5. There are no existing judgments or pending or threatened litigation which could affect the value of the property.
6. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
7. No changes in any federal, state, or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
8. A survey of the property was not made and no responsibility is assumed in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
9. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and it is assumed that the property is not subject to surface entry for the exploration or removal of such materials.
10. No responsibility is accepted by the appraiser for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters; geologic considerations, such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters.
11. This valuation is for the real estate only, and does not include any business value, nor any value for the furniture, fixtures, or equipment.
12. The analyses necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material

changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by the analysis will vary from the estimates, and the variations may be material.

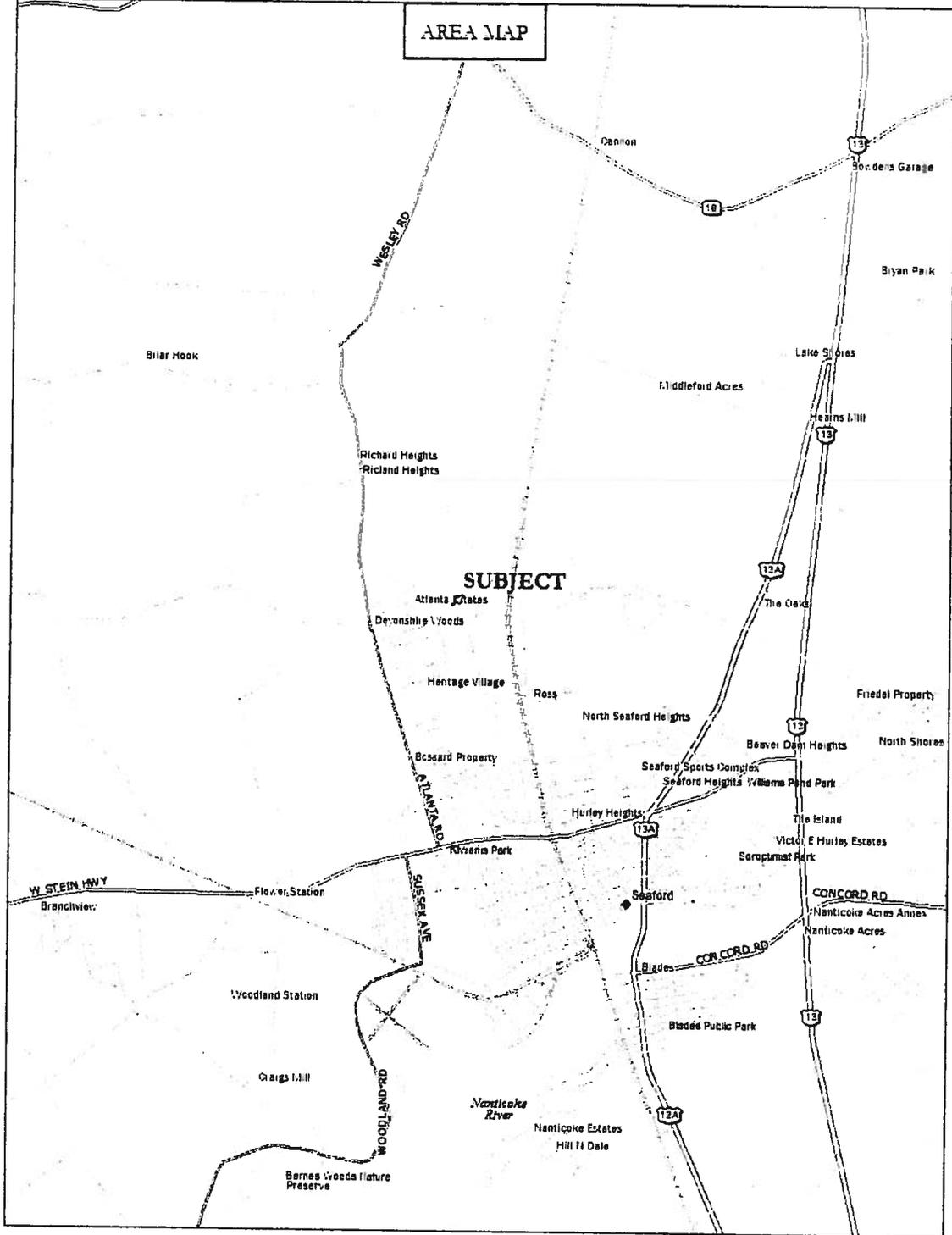
13. The property is valued as though environmentally unimpaired. The existence of potentially hazardous material used in the construction or maintenance of the improvements, such as the presence of urea formaldehyde foam insulation, asbestos, and/or existence of toxic waste or radon, which may or may not be present on or in the property, was not observed by the appraiser, nor does he have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of these potentially hazardous materials may have an effect on value. The client is urged to retain an expert in this field, if needed and/or desired.
14. The assignment is not predicated upon, and the report will not be used in connection with, a Real Estate Syndication or Syndicates. The report and any liability or obligation on the part of the appraiser is invalid if used in connection with a syndication.
15. The appraisal is made for valuation purposes only. It is not intended nor to be construed to be an engineering report. The appraiser is not a qualified structural engineer, and therefore is not qualified to judge the structural integrity of the improvements. Consequently, no warranty, representations or liability are assumed for the structural soundness, quality, adequacy or capacities of said improvements and utility services, including the construction materials, particularly the roof, foundations and equipment, including the HVAC systems. Should there be any question concerning same, it is strongly recommended that an Engineering/Construction inspection be obtained. The value estimate(s) is predicated on the assumption that all improvements, equipment and building services are structurally sound and suffer no concealed or latent defects or inadequacies.
16. The appraiser found no obvious evidence of insect infestation or damage, dry or wet rot. Since a thorough inspection by a competent inspector was not performed for the appraiser, the subject is assumed to be free of existing insect infestation, wet rot, dry rot, and any structural damage which may have been caused by pre-existing infestation or rot which was subsequently treated.
17. The American with Disabilities Act (referred to hereafter as the "ADA") became effective on January 26, 1992. The appraiser did not make a specific compliance survey and analysis of the building and/or other improvements erected on the subject property to determine whether or not the appraised property is in conformity with the various detailed requirements of the ADA, or with requirements imposed by state law and local building codes and regulations. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA and state and local regulations, could reveal that the subject property is not in compliance with one or more requirements of the ADA and/or state and local regulations. If the property does not comply with the ADA or with state and local regulations, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA and state and local regulations have not been considered in estimating the value of the property. No responsibility is assumed for any possible non-compliance with the requirements of the ADA or

with state and local regulations, nor for any expertise of engineering knowledge required to discover such non-compliance.

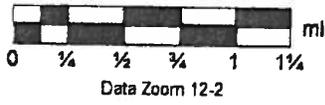
18. This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.
19. No responsibility is assumed by the appraiser for matters which are of legal nature, nor is any opinion on the title rendered herewith. Good title is assumed. Management is assumed to be competent and the ownership to be in responsible hands.
20. The appraiser herein, by reason of this report, is not required to give testimony in court with reference to the property appraised, unless arrangements have been made therefore. However, the appraiser is prepared to give testimony in support of this appraisal provided that arrangements are made prior to testimony.
21. Disclosure of this appraisal report is governed by the By-Laws and Regulations of The Appraisal Institute. Therefore, except as hereinafter provided, the client may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the client; however selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, sales media, or other media for public communication (including without limitation prospectuses, private offering memoranda, and other offering material provided to prospective investors) without the prior written consent of the signatory of this appraisal report, to ensure the accuracy and adequacy of such references to the appraisal report.

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IDENTITY OF THE PROPERTY

The subject of this appraisal is **41.06 acres**, assemblage of two parcels (40.33 acres & 0.7308 acres), predominantly tillable farmland, irregular in shape, with 580' frontage on Ross Station Road and extensive frontage on the east and west side of Park Avenue. The land area is allocated as 36.02 tillable acres and 5.04 wooded acres. The parcel requires individual well and septic. However, the location adjacent to the Seaford Industrial Park and City of Seaford corporate limits lends the parcel to the availability of public sewer and water. Overall utility is average/good.

The property is located on the east and west side of Park Avenue, just outside the corporate limits of the City of Seaford, Seaford Hundred, in western Sussex County, Delaware. The property is identified by Sussex County tax reference 5-31-10.00-206.00 & 207.00, and per deed in the **Addendum**.

PURPOSE, DATE AND FUNCTION OF APPRAISAL

The purpose of this appraisal is to estimate the following: ***I - Fee Simple Market Value "As Is"; and II - Investment Value to the City of Seaford***, as of **July 6, 2015**, the effective date of the appraisal. The date of the report is **July 9, 2015**.

As used herein, **Market Value** is defined as: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is unaffected by undue stimulus. Implicit in this definition are the consummation of sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) *Buyer and seller are typically motivated.*
- (2) *Both parties are well informed or well advised, and each acting in what they consider their own best interest.*
- (3) *A reasonable time is allowed for exposure in the open market.*
- (4) *Payment is made in terms of cash in U.S dollars or in terms of financial arrangements comparable thereto.*
- (5) *The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

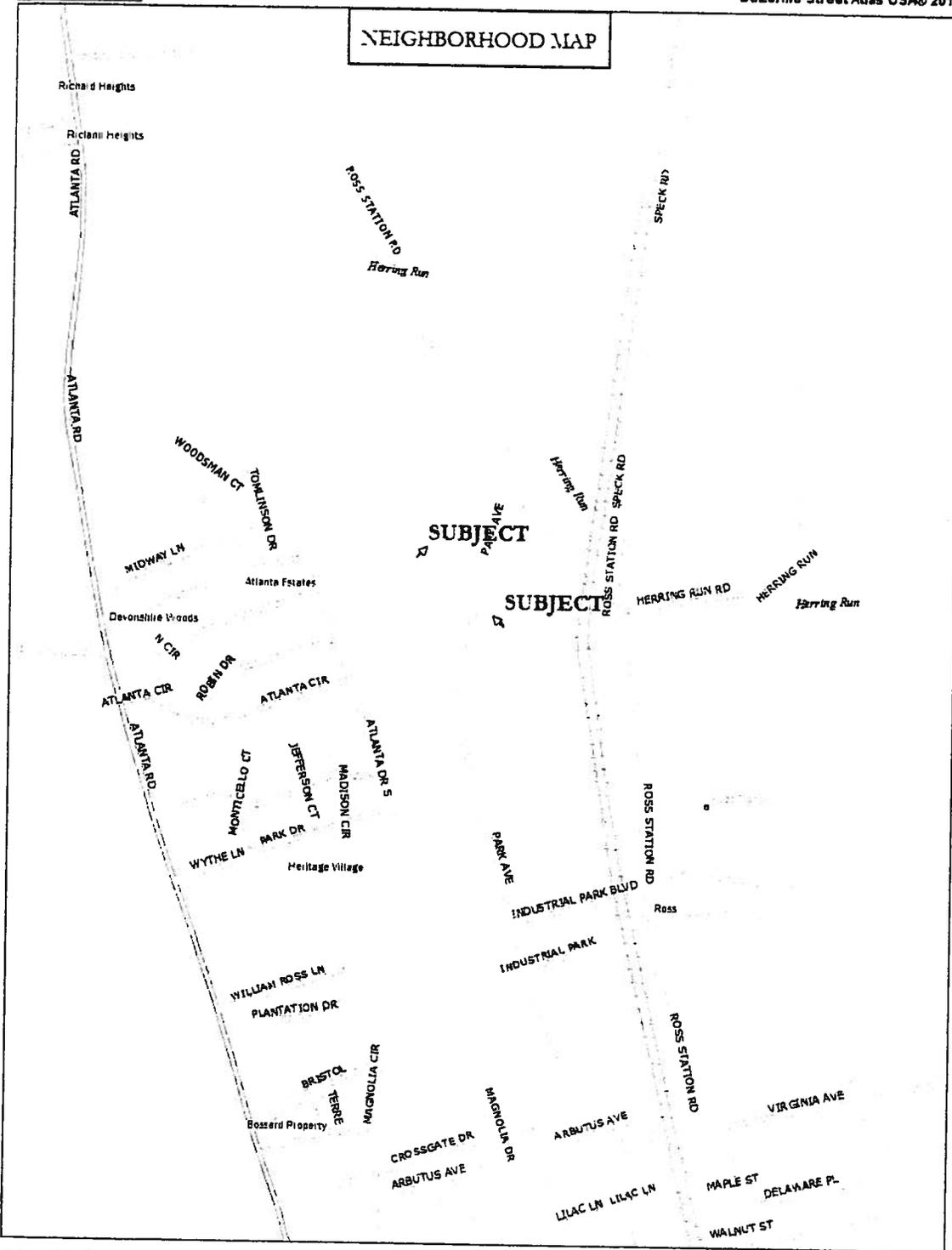
As used herein, **Investment Value** is defined as: The value of an investment to a particular investor based on his or her investment requirements. In contrast to market value, investment value is value an individual or entity, not value in the marketplace.

The function (intended use) of this appraisal is to provide the ***Estate of Dorothy F. Miller*** (intended user) guidance in sale of the property. The judgments and conclusions contained herein also pertain to any other function requiring an estimate of market value.

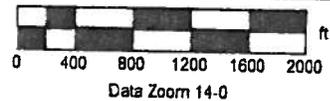


DeLorme Street Atlas USA® 2012

NEIGHBORHOOD MAP



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15-141

PROPERTY RIGHTS APPRAISED

The property rights appraised consist of the fee simple interest in the subject property.

A fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.

SCOPE OF APPRAISAL SERVICES

The scope of appraisal services rendered in this appraisal assignment consists of: 1) definition of valuation question, 2) determination of necessary data, 3) subject property inspection, and collection of available land and building information, 4) reviewing secondary and primary data resources for relevant sales, offerings, leases, expenses, and return criteria, from brokers, appraisers, assessors, lenders, private parties, and deed records where appropriate, 5) comparable sales/rentals inspections, 6) consideration of relevant economic and demographic data, 7) verification with a knowledgeable party of the property and transaction facts involving the comparable data, 8) consideration of zoning and/or other restrictions, 9) highest and best use analysis, 10) application of the appropriate valuation methods, 11) reconciliation of value estimates, and value conclusion for the subject property, and 12) provide a written report of my findings.

RESIDENTIAL MARKET ANALYSIS

Market Trend Analysis

The subject land has potential for future development as large scale residential subdivision. The development and sell-out of a residential subdivision is dependent upon the demand for the individual units. Factors such as location, amenity package, target market, demographic and economic conditions determine the pricing and absorption of a project.

The Sussex County real estate market was at an all-time peak from 2004-2005. Residential property values escalated to unparalleled levels in all areas of the County. Inland municipalities and surrounding rural areas; such as Georgetown, Laurel, Millsboro, Seaford, Bridgeville, and Delmar exhibited abundant growth in the residential sector.

However, western Sussex County, Delaware followed national housing trends. Mortgage foreclosures were at an all-time high, unemployment increased to high levels, and the economic climate was in a downturn. Economic conditions have improved, however the local real estate market appears static in terms of new development.

This trend in the Seaford market area (Seaford Hundred) is supported by the Real Estate Trend Indicator from the Sussex County Board of Realtors. This indicator provides data on sales volume, average home and lot sale price, average home and lot listing price, and Days on the Market (DOM) for designated areas of Sussex County.

The chart, *exhibited below*, details single family home market activity sold data for the Seaford market area for 2010-2014. The percentage change is applied for year 2013-2014. The data was derived from the Sussex County Multi-List.

SEAFORD HUNDRED MLS DATA							
						%	% Change
Unit Type	2010^s	2011	2012	2013	2014	Change	2013-14
Single Family Dwellings	106	128	150	160	177	66.90%	10.63%
Avg. Single Family Sale Price	\$157,569	\$149,272	\$136,972	\$155,360	\$147,788	-6.21%	-4.87%
Avg. Single Family Listing Price	\$170,343	\$159,771	\$144,582	\$163,783	\$150,464	-11.70%	-8.13%
List To Sell Percent	93%	93%	95%	95%	98%	5.37%	N/A
Avg. DOM	152	184	210	152	159	4.61%	4.61%

The data indicates a 66.90% increase in dwelling sales volume, a 6.21% decrease in average dwelling sale price, an 11.70% decrease in average listing price, and a 4.61% increase in average days on the market.

The number of annual dwelling sales increased from a low of 106 in 2010 to a high of 177 in 2014. The average number of dwelling sales indicate an upward trend since 2010. The highest average sale price of single family dwellings was in 2010 at \$157,569 and steadily decreased to a low of \$136,972 in 2012. The year 2013 indicates an increase to \$155,360, followed by a sharp decrease in 2014 to \$147,788.

The average days on the market indicates a steady increase from a low of 152 in 2010 to a high of 210 in 2012, with a lowering to 152 in 2013 and a slight increase in 2014 to 159.

The 2014 data reflects a 10.63% increase in dwelling sales volume, a 4.87% decrease in average sale price, and a 4.61% increase in average days in the market.

The data indicates an upward trend in sales volume, but a price sensitive market, with the average dwelling sale price decreasing. The price sensitive market, in terms of average dwelling sale price, is not conducive to large scale residential development.

New Home Construction:

The appraiser has analyzed new home construction in the Seaford Hundred from 2013 to present. The Sussex County MLS indicates a total of 30 sales over the 27 months at a range in sale price from \$153,500 to \$213,000, with an average sale price of \$199,197 and a medium sale price of \$200,750.

Among the new construction sales, there is only one development with numerous sales. Governor's Grant indicates 9 total sales over the 27 month period, an absorption of 0.33 units/month. The homes range in sale price from \$194,000 to \$213,000.

A land to total value ratio of 20%-25% is typical of the market area. Applying this ratio to the Seaford Hundred average home sale price of \$199,197, indicates a range in lot value of \$40,000 to \$50,000.

In terms of listings, there are eight new homes listed for sale, with price ranges from \$169,900 to \$245,000, with listing dates from May 2014 to January 2015.

Re-sales:

Market re-sales have been abundant in the Seaford Hundred. There have been a total of 152 re-sales of single family homes in the \$150,000-\$350,000 price range from January 2013 to present. A total of 97 sales were in the \$150,000-\$199,999 range and 40 in the \$200,000-\$250,000 range.

There are a total of 100 homes on the market for resale in the Seaford Hundred, with 71 homes in the \$150,000-\$250,000 range, 24 homes in the \$250,000-\$400,000 range, and 5 homes in the above \$400,000 range.

Land Trends:

Finally, the appraiser has analyzed land trends of large agricultural tracts with development potential located in the Sussex and Kent County market area. The sales data indicates large tracts with either development potential or approved for development, are selling at agricultural values. Buyers are investors who are land-banking the tracts for future development or resale upon improved market conditions, or farmers taking advantage of the drop in land values for large tracts with a high ratio of tillable acreage.

SYNOPSIS OF THE RESIDENTIAL MARKET ANALYSIS

The appraiser has analyzed the local real estate market of the subject with a macroeconomic analysis of general real estate trends in the residential sector.

The Market Trend Analysis provides a macroeconomic view of overall real estate trends in the local market. Local market trends indicate an upward trend in sales volume from the recession era. However, home prices appear to be price sensitive with the 2014 average home sale price below the 2010 average.

The market data indicated minimal activity in terms of new construction, with a total of only 30 sales over the past 27 months, with average sale price in the \$194,000-\$213,000 range. Additionally, there is a dearth of listings for new construction on the market.

The market reflects good activity for home re-sales, with 152 sales of single family homes between the price ranges of \$150,000-\$300,000 from January 2013 to present. However the majority of sales (63.8%) are in the \$150,000-\$199,999 range, while 26.3% are in the \$200,000-\$250,000 range.

There are a total of 100 homes available for sale in the \$150,000 - \$300,000 price range, with 71% of the total in the \$150,000-\$250,000 range and 24% in the \$250,000-\$400,000 range.

Finally, the appraiser analyzed market trends for large agricultural tracts with development potential. Market data indicates buyers of the property type are investors and farmers who are purchasing the property type for land banking and future development or re-sales, or for agricultural use.

INDUSTRIAL MARKET OVERVIEW

The subject property adjoins the City of Seaford Industrial Park and has the potential for annexation and rezoning for Industrial use. The annexation into the corporate limits would allow the parcel to have the availability of public utilities.

Overall demand for industrial use in the immediate market area is weak at present. The City of Seaford currently owns 153 acres of industrial zoned land across the road from the Seaford Industrial Park, known as Ross Industrial Park. City of Seaford officials' minimal demand for industrial use. The City of Seaford offers industrial acreage in this park at a unit rate of \$45,000/acre with no reported sales in the last 2-3 years.

Conservations with local Realtors involved in the local industrial market indicate a lack of demand for commercial development in the Seaford market area.

In consideration of the aforementioned factors the subject parcel does not appear to have any additional value as Industrial zoned land to a private developer. However, the City of Seaford may have an interest as it adjoins the Seaford Industrial Park and can be easily annexed with public sewer extended. The City would land bank the parcel for future industrial use to promote job growth.

The City is considered the only likely buyers for future industrial use as they can offer the industrial land at lower prices to entice job growth through industrial use. However, in consideration of market conditions and existing inventory of industrial zoned land, the City is likely to pay only a minimal premium over market value.

THE SUBJECT PROPERTY

LAND

The land area totals 41.06 acres. An aerial map, illustrating the property boundaries, is *exhibited on the following page*.

The parcel exhibits the following physical characteristics:

Land: The land totals 41.06 acres, with allocation of 36.02 tillable acres and 5.04 wooded acres. The land is an assemblage of two parcels with respective parcel sizes of 0.7308 acres and 40.33 acres.

Topography/Shape: The parcel is irregular in shape, with generally level topography. The total land area is bisected by Park Avenue, a paved City of Seaford public roadway.

Frontage: The parcel exhibits 580 frontage on Ross Station Road and extensive frontage on both sides of Park Avenue.

Accessibility/Visibility: The parcel is accessed from Ross station road, as well as Park Avenue. Visibility is average.

Soil Types: The appraiser has utilized the services of the Natural Resource Conservation Service, Web Soil Survey in ascertaining the subject soil types of the subject's upland acreage (copy in *Addendum*). The predominant soil types are Hambrook sandy loam (HbA) and Rosedale loamy sand (RoA).

The Hambrook sandy loam (HbA) is well drained, with moderate available water capacity of about 7.9" and a water table depth of more than 80". Frequency of flooding and ponding is none. Slope is 0-2%. These soils are rated as not limited for residential development of dwellings without basements and as prime farmland.

The Rosedale loamy sand (RoA) is well drained, with low available water capacity (5.3"), and a water table depth of about 40" to 72". Frequency of flooding and ponding is none. Slope is 0-2%. These soils are rated as not limited for residential development of dwellings without basements and as prime farmland in irrigated.

Adequacy of Utilities: The parcel currently requires individual well and septic. However, the parcel adjoins the Seaford Industrial Park and the City of Seaford corporate limits. Conversations with City of Seaford officials indicate that the property could be annexed into the corporate limits because it adjoins the corporate limits and public sewer and water could be extended to the parcel.

Drainage: The land appears adequately drained.

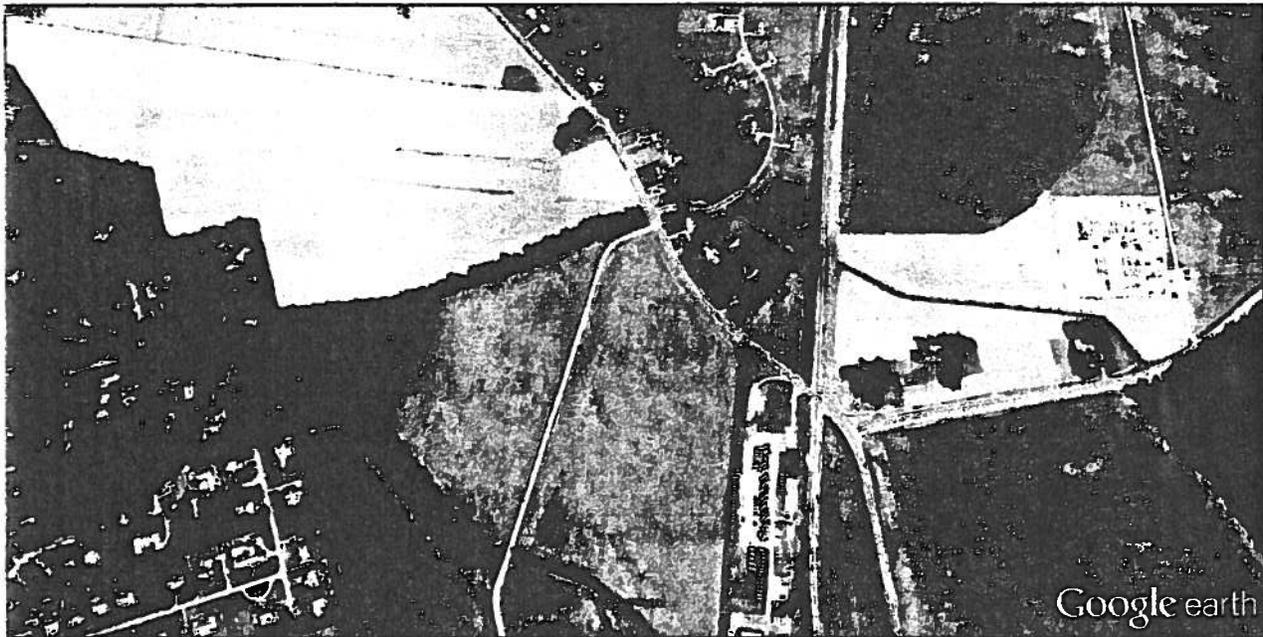
Environmental Hazards: Assumed to be environmental unimpaired. No environmental audit was provided to the appraiser.

Easements/Encroachments: No adverse easements or encroachments were reported or observed.

Relationship to Adjoining Properties: The subject is adjacent to the Seaford Industrial Park as well as the corporate limits of the City of Seaford. The surrounding area is mixture of light industrial uses (Seaford Industrial Park), agricultural, and residential uses. There are no large scale residential developments located southwest.

In summary, the parcel is a small agricultural tract exhibiting several positive features including good frontage, access, visibility and the potential for public sewer and water. Overall utility is average/good.

Exhibited below is an aerial photo of the subject.



OWNERSHIP/PRIOR SALES

The property is owned by the estate of Dorothy F. Miller.

OCCUPANCY

The property is currently vacant and unoccupied.

PENDING CONTRACTS

The property is not listed for sale, nor under contract of sale, to the best of my knowledge.

ASSESSMENTS AND TAXES

The assemblage of parcels is taxed and assessed by Sussex County. Parcel 206 totaling 0.7308 acres is assessed at \$250 with real estate taxes of \$11.00. Parcel 207 totaling 40.33 acres is assessed under the Farmland Assessment and pays a ditch tax of \$19.00.

Sussex County assessments are based on 1974 market values, and have little correlation to current market value.

ZONING & LAND USE REGULATIONS

The subject property is zoned AR; Agricultural Residential under the Comprehensive Zoning Ordinance of Sussex County. The purpose of this district is to provide a full range of agricultural activities to protect agricultural lands, and for low-density single family residential development.

Improvements located in an AR-1 district are subject to the following bulk and area requirements:

<i>Minimum Lot Size:</i>	<i>20,000 SF with sewer; 3/4 Ac. without central sewer</i>
<i>Minimum Lot Width:</i>	<i>150 Feet</i>
<i>Minimum Bldg. Setback:</i>	<i>40 Feet</i>
<i>Minimum Rear Yard:</i>	<i>20 Feet</i>
<i>Minimum Side Yard:</i>	<i>15 Feet</i>
<i>Maximum Bldg. Height:</i>	<i>35 Feet or 3 Stories</i>

The subject appears to conform to the zoning classification.

Potential Zoning

The property location adjacent to the Seaford Industrial Park, has the potential for a rezoning to Light Industrial (M-1) under the City of Seaford Zoning Ordinance.

This zoning permits a variety of light industrial uses.

VALUATION SECTION

HIGHEST AND BEST USE

An important factor in any valuation assignment, and the first step in the valuation process, involves the determination of the property's highest and best use. This may be defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." Furthermore, it must be a use or combination of uses; (1) **physically possible** - for which the property is physically suitable or adaptable; (2) **legally permissible** - which is or will be permitted under existing or reasonably attainable zoning and/or other regulations; (3) **financially feasible** - for which there is an economic, social and/or market demand that results in a positive return; and (4) **maximally productive** - that use which produces the highest price, or value, consistent with the rate of return warranted by the market.

AS VACANT LAND

Physically Possible: The parcel totals 41.06 acres of predominantly tillable farmland, irregular in shape, with extensive frontage on Park Avenue. The parcel is located within the jurisdiction of Sussex County, and requires individual well and septic. However the parcel adjoins the corporate limits of the City of Seaford and the Seaford Industrial Park, and has potential for public sewer and water.

The surrounding land uses are a variety of light industrial, agricultural and residential development. The parcel's size and location with proximity to the corporate limits of the City of Seaford lend it to a variety of physical possible uses.

Legally Permissible: The parcel is zoned AR-1- Agricultural Residential under the Sussex County zoning ordinance. This zoning permits a variety of agricultural uses as well as low density single family residential development.

The location adjacent to the City of Seaford corporate limits and Seaford Industrial Park lends the parcel to annexation into the City of Seaford corporate limits and rezoning to Light Industrial Use under the City of Seaford zoning ordinance.

Financially Feasible: The physical characteristics and zoning lend the parcel to a variety of uses including agricultural, residential development and rezoning for industrial use.

Market analysis indicates insufficient demand for residential or industrial use under current market conditions. Current buyers for the property type are farmers or land developers who are purchasing tracts with sewer potential and "land banking" for future development. The developer buyers are purchasing land at near farmland values.

Maximally Productive: In consideration of the physical characteristics, legally permissible uses, and financial feasibility, maximum use production of the parcel is "land banking" for future residential development as warranted by the market.

AS INVESTMENT VALUE

As previously discussed, the parcel has minimal investment value to the City of Seaford for expansion to the Seaford Industrial Park. The City currently offers industrial zoned land at reduced market prices to entice job growth in the area. However, in consideration of current industrial land inventory and poor market demand in the industrial sector, the parcel has limited investment potential to the City of Seaford.

COMMENTS ON VALUATION

The three approaches to value - namely the Cost, Sales Comparison, and Income Capitalization Approaches - have each been considered for their relative significance as indicators of market value.

The **Cost Approach**, which involves estimates of replacement/reproduction costs and all forms of accrued depreciation, is pertinent to the valuation of new, or almost new, construction where the improvements represent the highest and best use of the site, and depreciation is minimal and construction costs are current, or when special purpose properties are concerned. The property is vacant eliminating this approach.

The **Sales Comparison Approach**, which involves an analysis of recent transactions of competitive real estate, is considered a reliable indicator of value for the subject property. Inherent in this approach is the **Principle of Substitution** which states "*that a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the open market.*" This approach involves a review of the transactions relative to the subject. The most recent sales of similar type properties exhibiting most similar characteristics to the subject were analyzed and compared. This approach is primary in the valuation of vacant land.

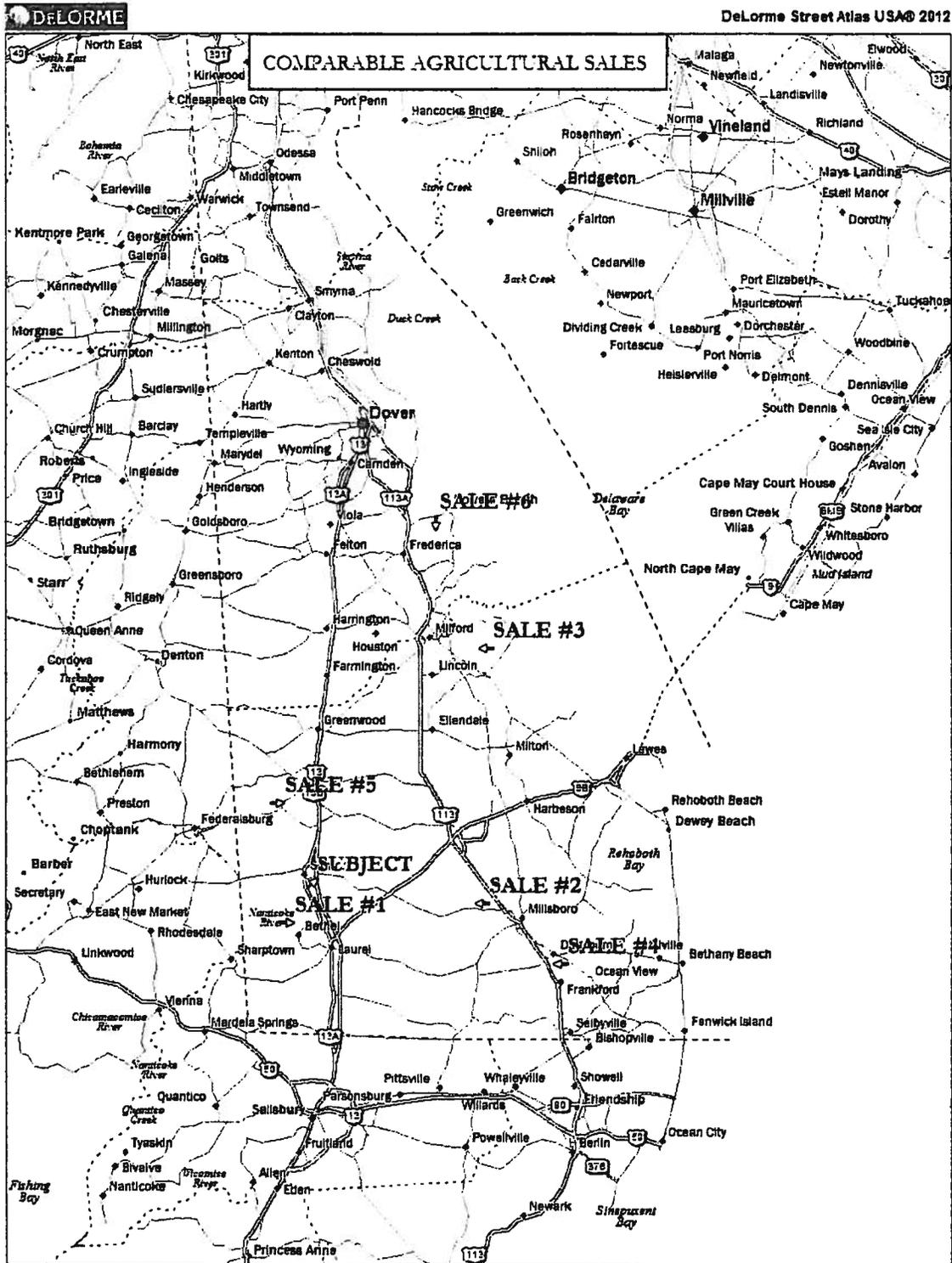
The subject was valued based on its highest and best use "As Is" and as Investment Value to the City of Seaford.

The **Income Capitalization Approach** is considered not an indicator of value for the subject. This approach is most applicable in the valuation of income producing real estate where net income potential is bought and sold. The primary concept here is the Principle of Anticipation, or the "*present worth of future benefits*" where the ownership rights consist of the right to receive annual income plus the sale of the property at the end of the investment period (reversionary value). This approach can be applied by either the Direct Capitalization - capitalizing a single year's income, or by Discounted Cash Flow - projection of cash flow over a holding period (including reversion) and discounting the cash flows to present value. The subject is vacant, with no income producing improvements, thus eliminating this approach.

SALES COMPARISON APPROACH

This approach to value is "an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (pricewise) and fixing the higher limit in a declining market; and the latter fixing the higher limit in any market. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised".

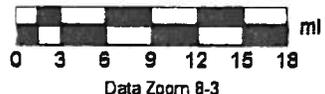
The appraiser has analyzed the sales of several properties in the region that exhibit similar characteristics as the subject. The following sales were utilized to value the subject. The market derived unit of comparison is price paid per acre (\$/Acre).



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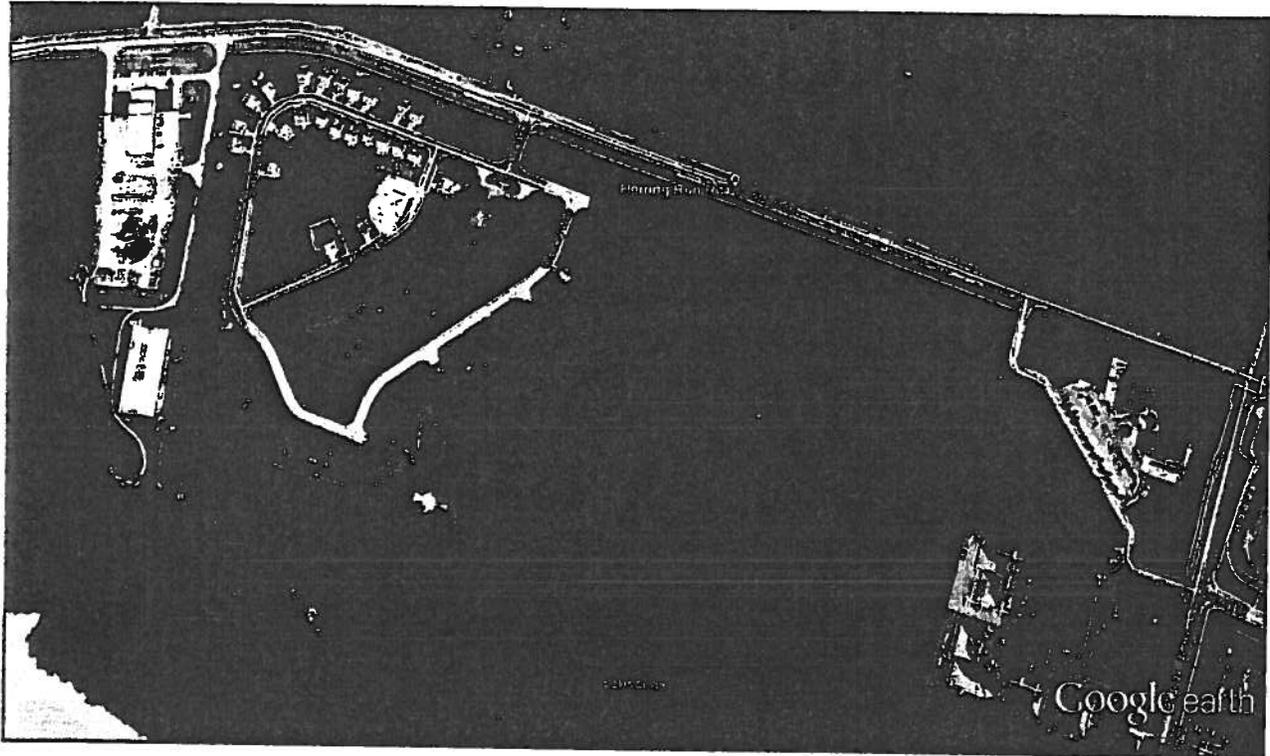
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COMPARABLE LAND SALE

#1

Location: *Herring Run Road*
City of Seaford
Seaford Hundred
Sussex County, Delaware



Tax Parcel: 3-31-5.00-331.00 thru 483.00
Parties: William R. Mears, Trustee TO Liborio Watergate, LLC
Consideration: ***\$450,000***
Date of Sale/Deed: 7/15 (4417/190)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 Size: 25.00 acres
 Topography: Level
 Frontage: Average
 Utilities: Public sewer/water
Highest & Best Use: Future multifamily development
Verification: Deed/Selling agent
Marketing Time: N/A
Zoning: R-3 - Multifamily - City of Seaford
Unit Rate/Ac.: ***\$18,000***

15-141

Comments:

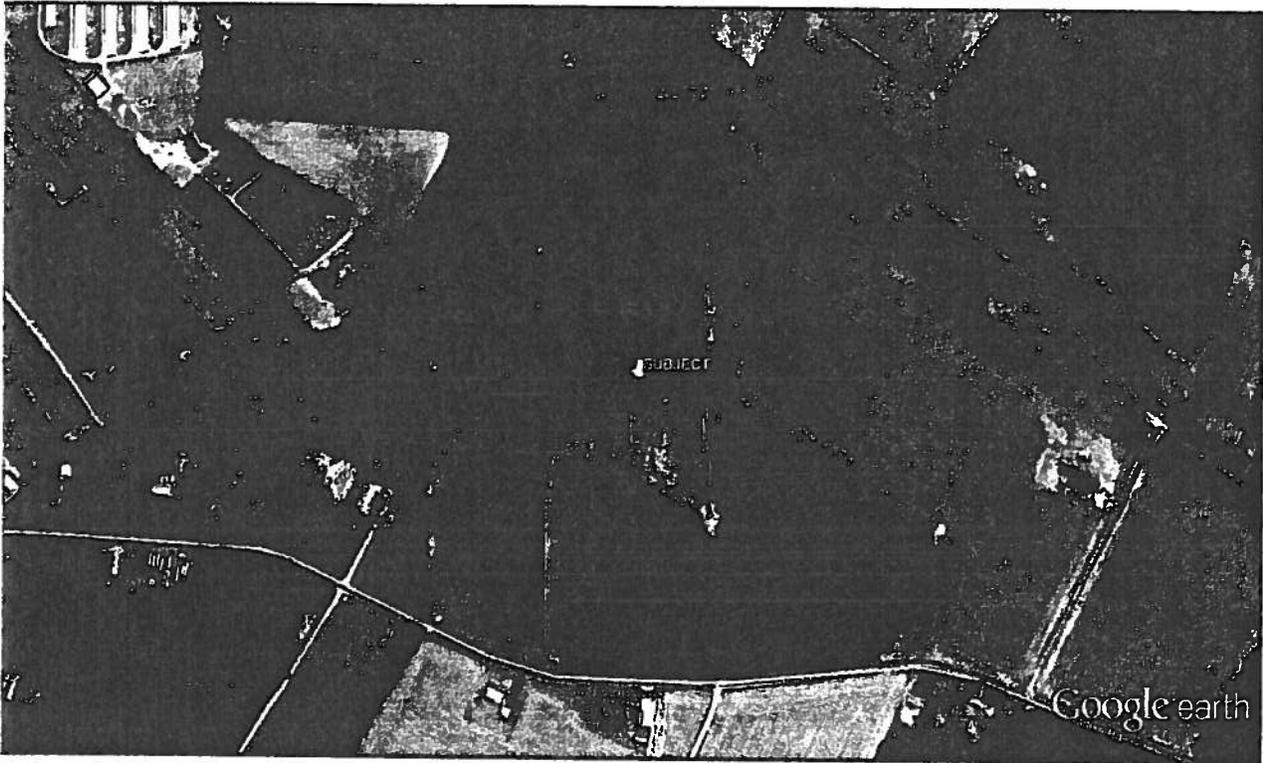
This sale represents an agricultural tract located adjacent to Mears Center in Seaford. The property has all city utilities and is approved as a multifamily residential development known as Mearfield.

The property was purchased by a developer who plans to hold the property for future development.

COMPARABLE LAND SALE

#2

Location: *Paradise Road*
 Northwest of Millsboro
 Dagsboro Hundred
 Sussex County, Delaware



Tax Parcel: 1-33-10.00-2.01
Parties: Carolyn Marie O'Neal/Joseph O'Neal TO Jim/Samantha Van Nguyen
Consideration: **\$215,000**
Date of Sale/Deed: 7/14 (4286/124)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 Size: 33.51 acres
 Topography: Level
 Frontage: Average
 Utilities: Individual septic/well
Highest & Best Use: Agricultural
Verification: MLS/Deed
Marketing Time: 6 months
Zoning: AR-1 – Agricultural Residential
Unit Rate/Ac.: **\$6,416**

15-141

Comments:

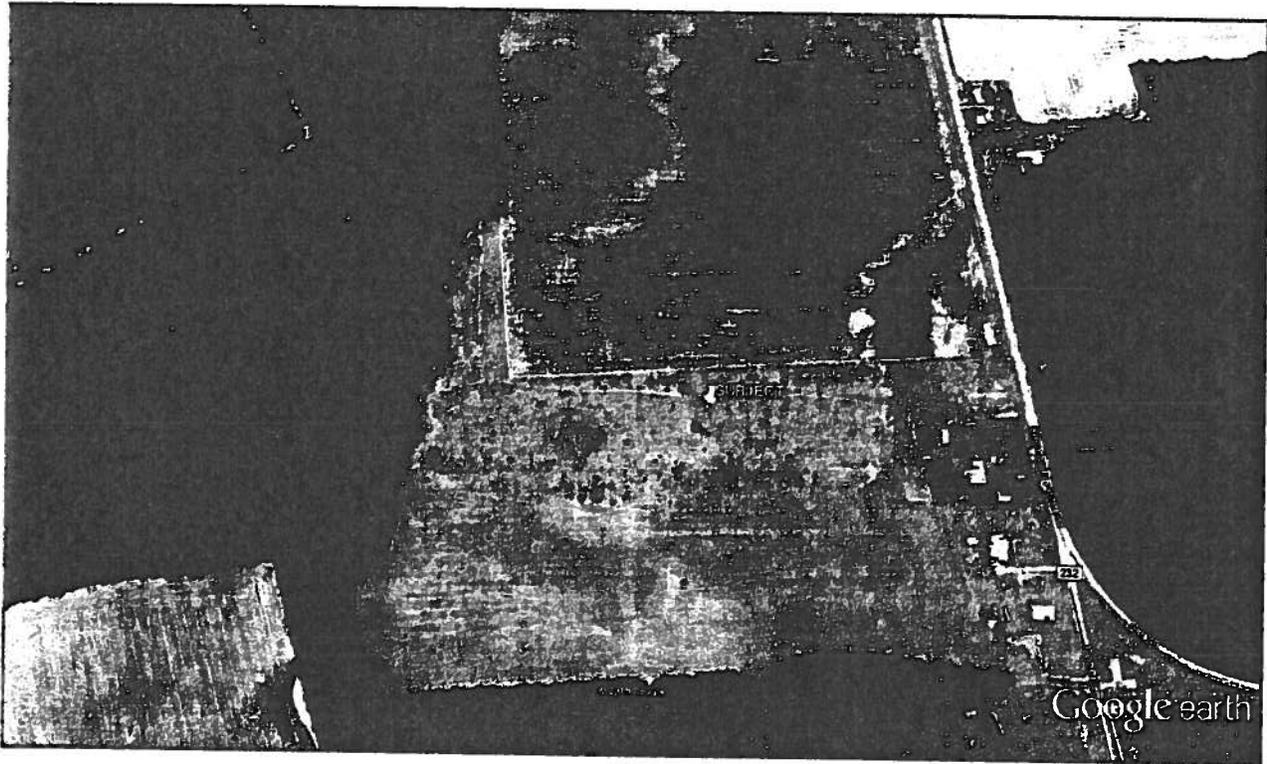
This sale represents an agricultural tract allocated as 25 tillable acres and 8.00 wooded acres located northwest of Millsboro.

The property was marketed for 6 months at a listed price of \$215,000.

COMPARABLE LAND SALE

#3

Location: *Clendaniel Pond Road*
 Southeast of Milford
 Cedar Creek Hundred
 Sussex County, Delaware



Tax Parcel: 2-30-20.00-18.00
Parties: Bruce D. Harmann II/Karen B. **TO** Jonathan L./Karyl
 F. Lokken
Consideration: **\$192,500**
Date of Sale/Deed: 12/13 (4207/23)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 Size: 30.5489 acres
 Topography: Level
 Frontage: Average
 Utilities: Individual septic/well
Highest & Best Use: Agricultural
Verification: MLS/Deed
Marketing Time: 2.5 months
Zoning: AR-1 – Agricultural Residential
Unit Rate/Ac.: **\$6,301**

Comments:

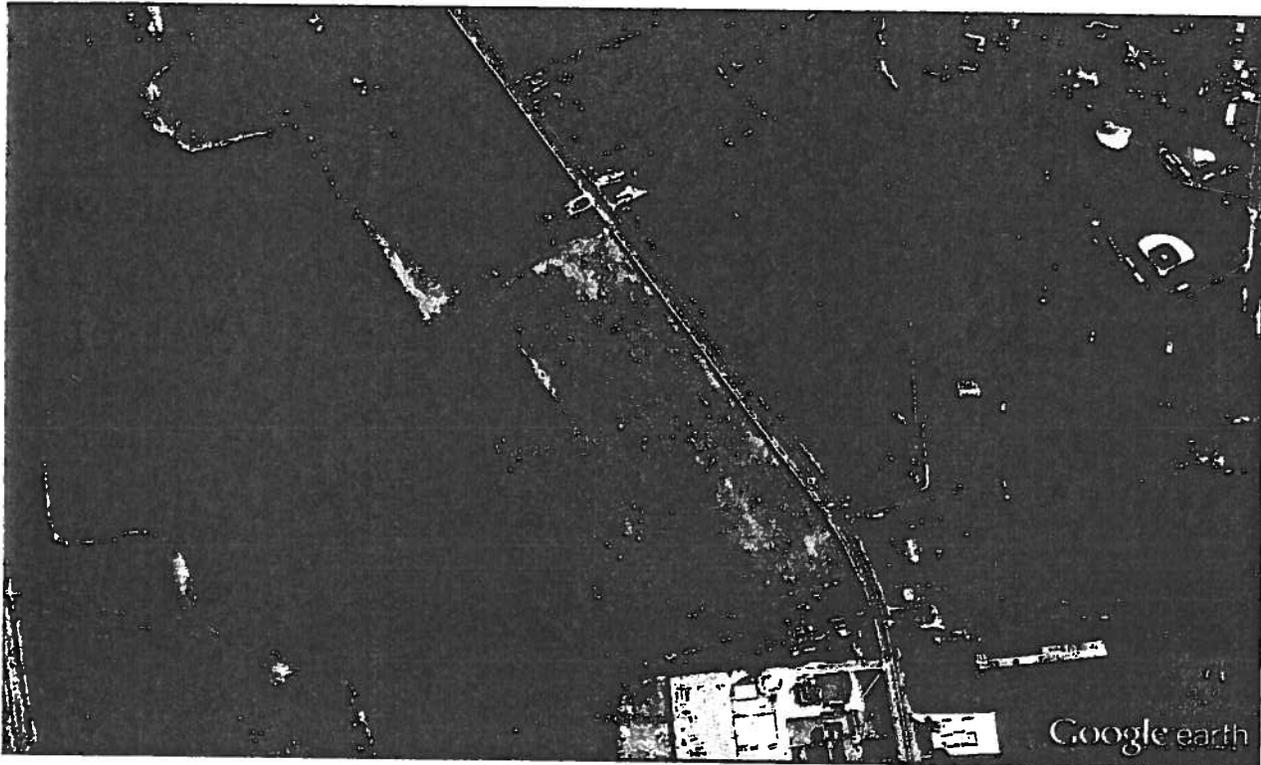
This sale represents an agricultural tract allocated as 20 tillable acres and 10.00 wooded acres located southeast of Milford.

The property was marketed for 2.5 months at a listed price of \$199,900.

COMPARABLE LAND SALE

#4

Location: *Clayton Avenue*
 Town of Dagsboro
 Dagsboro Hundred
 Sussex County, Delaware



Tax Parcel: 2-33-11.00-228.00
Parties: Dagsboro Properties, LLC TO Cannon & Dukes at Peppers Creek, LLC
Consideration: ***\$300,000***
Date of Sale/Deed: 12/13 (4207/214)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 Size: 42.19 acres
 Topography: Level
 Frontage: Average
 Utilities: Public sewer/water
Highest & Best Use: Agricultural (Future Residential Development)
Verification: MLS/Deed/Listing/Selling agent – Rupert Smith/Coldwell Banker
Marketing Time: 39 months
Zoning: R-1; Residential (Town of Dagsboro)

15-141

Unit Rate/Ac.: ***\$7,111***

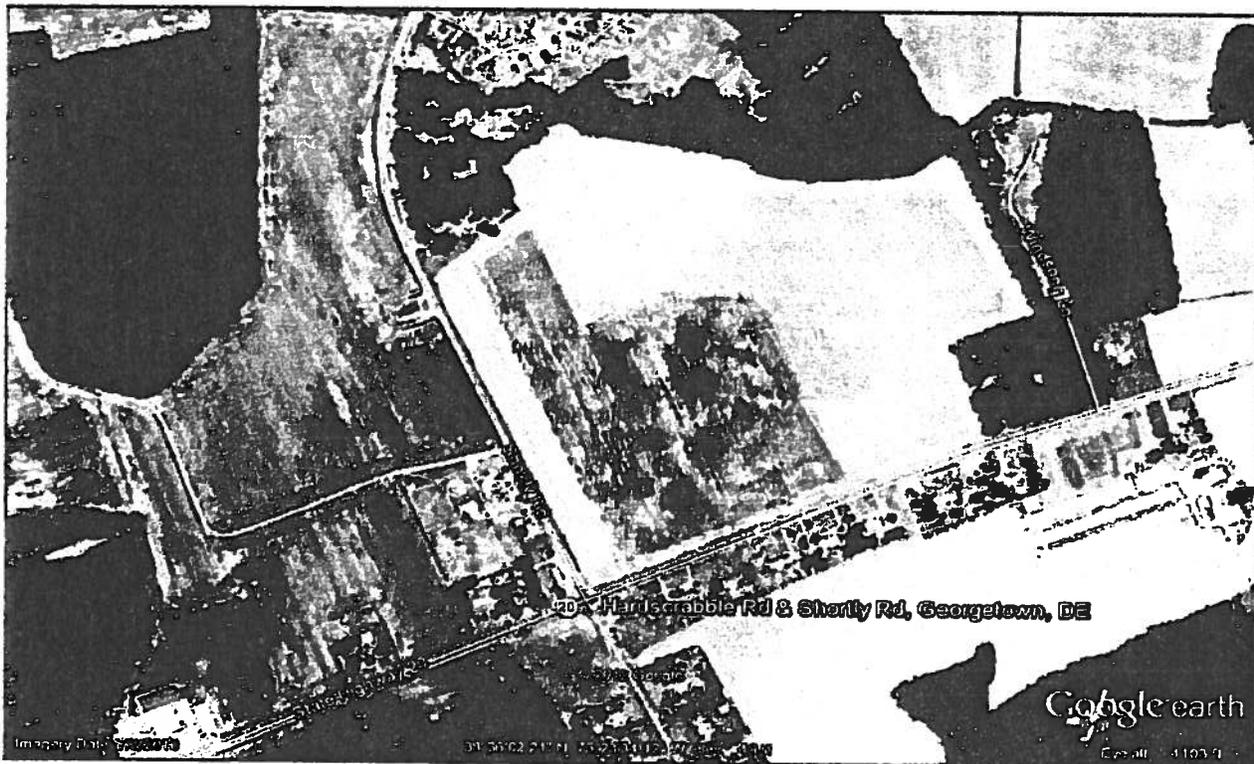
Comments: This sale represents an agricultural tract purchased in the market peak for residential development. Sellers decided to cut losses. Buyers intend to land bank parcel for future development and use as agricultural.

The property was marketed for 39 months at a listed price of \$1,400,000.

COMPARABLE LAND SALE

#5

Location: *Ws Atlanta Road*
 City of Seaford
 Seaford Hundred
 Sussex County, Delaware



Tax Parcel:	5-31-12.00-38.00
Parties:	Gemcraft Homes TO Benjamin H. Tull
Consideration:	\$1,020,000
Date of Sale/Deed:	7/12 (4026/041)
Property Rights:	Fee Simple
Financing:	Cash to seller
Description:	
Size:	120.00 acres
Topography:	Level
Frontage:	Average on Atlanta Road
Tillable Ratio:	100%
Utilities:	Public sewer available
Highest & Best Use:	Agricultural
Verification:	Deed/MLS/Listing agent – Frank Parks – Home Team Realty
Marketing Time:	1 month
Zoning:	R-2- R-3 – City of Seaford
Unit Rate/Ac.:	\$8,500/acre

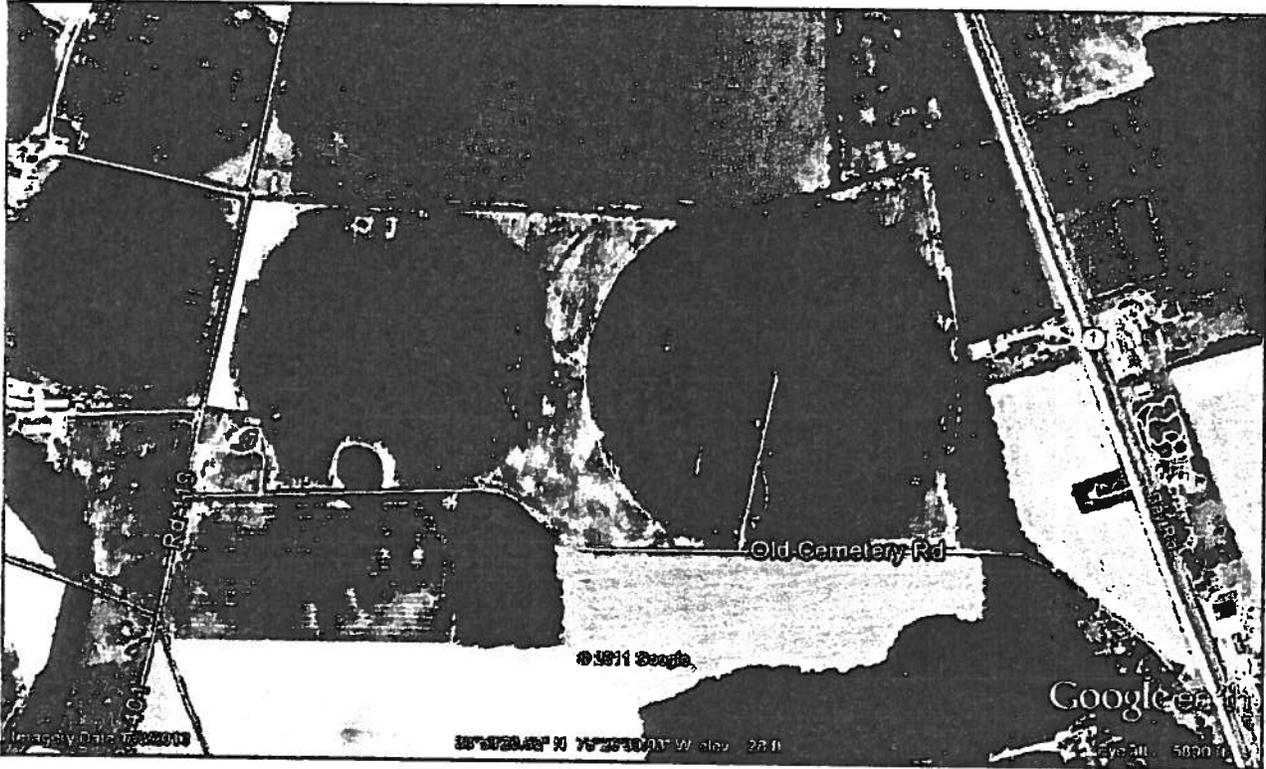
Comments:

This parcel is located on Atlanta Road in the western sector of the City of Seaford. This parcel was purchased for large scale mixed use residential development by grantor and purchased by the grantee for farming.

Parcel was marketed for 1 month at a listed price of \$1,200,000.

COMPARABLE SALE #6

Location: *Ss Route 113*
 Near Frederica
 South Murderkill Hundred
 Kent County, Delaware



Tax Parcel: SM-00-122.00-02-25.00
Parties: WSFS Bank **TO** Regional Enterprises, LLC
Consideration: **\$850,000**
Date of Sale/Deed: 6/12 (6273/154)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 # Acres: 97.32 acres
 Topography: Level
 Utilities: Public sewer/water available
Highest & Best Use: Future Residential Development/Farming as an intermediate use
Approvals: Site plan engineering on file
Marketing Time: 8 months
Verification: MLS/Deed/Listing/Selling Agent – Tommy Cooper/Cooper Realty

Zoning: AC – Agricultural Conservation (Kent County)
Unit Rate/Acre: \$8,734

Comments: This property represents a sale of a bank owned agricultural tract located on the south side of Route 113, near Federica in southern Kent County, Delaware.

The property has a site plan and engineering for a mixed residential use community allocated as 108 residential lots, 72 twin lots, and 45 townhouses.

Property was purchased for investment purposes by a group of physicians who plan to land bank the property until market conditions improve for residential development.

Although property was bank owned it was exposed to the market for a normal marketing time and sale is considered arms-length.

ANALYSIS OF SALES

The comparable sales, *exhibited below*, range in date from *June 2012* to *July 2015*, in parcel size from *25.00 acres* to *120.00 acres*, and in unit rates from *\$6,301/acre* to *\$18,000/acre*.

The first three adjustments necessary when comparing the sales to the subject are property rights conveyed, special or unusual financing and conditions of sale. The first pertains to transfer of a whole or partial interest in title. *All six sales* sold in the fee simple interest, and require no adjustment for property rights.

The second adjustment is based on conditions of sale including the motivation of the parties. *Sales #1-#4 and #6* indicate no unusual conditions of sale and are not adjusted. *Sale #5* was purchased by a farmer who previously owned the property and is adjusted downward for conditions of sale.

The third adjustment represents special or unusual financing which positively or negatively affects the price paid such as owner financing, bond money and the like. *All six sales* were cash sales, or equivalent, and are not adjusted.

The next adjustment is for condition of the market, that is, the effect of time on selling price. *All six sales* are recent transactions and require no adjustment.

The remaining adjustments necessary to derive an indicated price per acre for the subject include location, size, zoning, and overall utility.

In adjusting the comparable sales to the subject, percentage adjustments were utilized where a sale exhibiting an inferior characteristic is adjusted upward, and one that exhibits a superior characteristic is adjusted downward. The real estate market is an imperfect market where often there is no empirical evidence to support differences in sales. Transactions evolve as a result of motivation between buyers and sellers. Thus, the adjustments to the comparable sales are based on supportable evidence where applicable. Absent the mathematical abstractions, the adjustments are based on the appraiser's opinion, knowledge, and experience in the marketplace.

The adjustment grid reflecting the percentage adjustments for each of the comparable sales is *exhibited below*.

COMPARABLE LAND SALES							
	SUBJECT	SALE #1	SALE #2	SALE #3	SALE #4	SALE #5	SALE #6
Location	Subject	Herring Run Rd.	Paradise Rd.	Clendaniel Pond Rd.	Clayton Ave.	Ws Atlanta Rd.	Ss Rt. 113
Date	6/15	7/15	7/14	12/13	12/13	7/12	6/12
Price	N/A	\$450,000	\$215,000	\$192,500	\$300,000	\$1,020,000	\$850,000
Size (Ac)	41.06	25.00	33.51	30.55	42.19	120.00	97.32
Zoning	AR-1	R-3	AR-1	AR-1	AR-1	R2-R3	AC
Overall Utility	Avg./Good	Good	Average	Average	Good	Good	Good
\$/Acre	?	\$18,000	\$6,416	\$6,301	\$7,111	\$8,500	\$8,734
Marketing Time		N/A	6 months	2.5 months	39 months	1 month	8 months
Listed Price		N/A	\$215,000	\$199,900	\$1,400,000	\$1,200,000	N/A
Sell to List Ratio	?	\$18,000	100%	89.50%	21.40%	85%	N/A
ADJUSTMENTS							
	SUBJECT	SALE #1	SALE #3	SALE #4	SALE #5	SALE #6	SALE #7
Price	?	\$450,000	\$215,000	\$192,500	\$300,000	\$1,020,000	\$850,000
Property Rights	Fee Simple	0%	0%	0%	0%	0%	0%
Cond. of Sale	Normal	0%	0%	0%	0%	-10%	0%
Financing	Cash	0%	0%	0%	0%	0%	0%
Adjusted Price	?	\$450,000	\$215,000	\$192,500	\$300,000	\$918,000	\$850,000
Cond. of Market	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Time Adj. \$?	\$450,000	\$215,000	\$192,500	\$300,000	\$918,000	\$850,000
Adj. \$/AC.		\$18,000	\$6,416	\$6,301	\$7,111	\$7,650	\$8,734
		Equivalent	Upward	Upward	Upward	Equivalent	Equivalent
Location	N/A	0%	10%	10%	10%	0%	0%
		Downward	Equivalent	Equivalent	Equivalent	Upward	Upward
Size	41.06	-5%	0%	0%	0%	5%	5%
		Downward	Equivalent	Equivalent	Equivalent	Equivalent	Downward
Zoning	AR-1	-20%	0%	0%	0%	0%	-5%
		Downward	Upward	Upward	Downward	Downward	Downward
Overall Utility	Avg./Good	-25%	10%	10%	-5%	-5%	-5%
		Downward	Upward	Upward	Upward	Equivalent	Downward
Net Adj.		-50%	20%	20%	5%	0%	-5%
Ind. \$/AC.	?	\$9,000	\$7,699	\$7,562	\$7,166	\$7,650	\$8,297

Location: Sales #1, #5 and #6 are similar in location and are not adjusted. Sales #2 and #3 are more rural in location and are adjusted upward for inferior location. Sale #4 is located in the corporate limits, but in an inferior location and is adjusted upward.

Size: Market analysis indicates that typically the greater the number of acres, the lower the price paid per acre, and conversely the lower the number of acres, the higher the price paid per acre. This principle relates to the Economy of Scale.

Sale #1 is smaller in size and is adjusted downward. Sales #2-#4 are similar in size, and require no adjustment. Sales #5 and #6 are larger in size, and are adjusted upward.

Zoning: Sales #1 and #6 exhibit a superior zoning and are adjusted downward. Sales #2- #5 are similar in zoning and require no adjustment.

Overall Utility: The overall utility refers to the availability of utilities, overall appeal, approvals, etc. The subject has potential for public sewer and water but it has to be extended to the parcel and

annexed into the corporate limits. *Sale #1* is has public water and sewer and all approvals as a residential development and is adjusted downward for superior overall utility. *Sales #2 and #3* do not have the availability of public sewer and are adjusted upward for inferior overall utility. *Sales #4-#6* have public sewer and are adjusted downward for superior overall utility.

The *six sales* indicate an adjusted range in values of *\$7,466/acre* to *\$9,000/acre* for the subject. *Sale #4* sets the lower limit of value, while *Sale #1* establishes the upper limit of value.

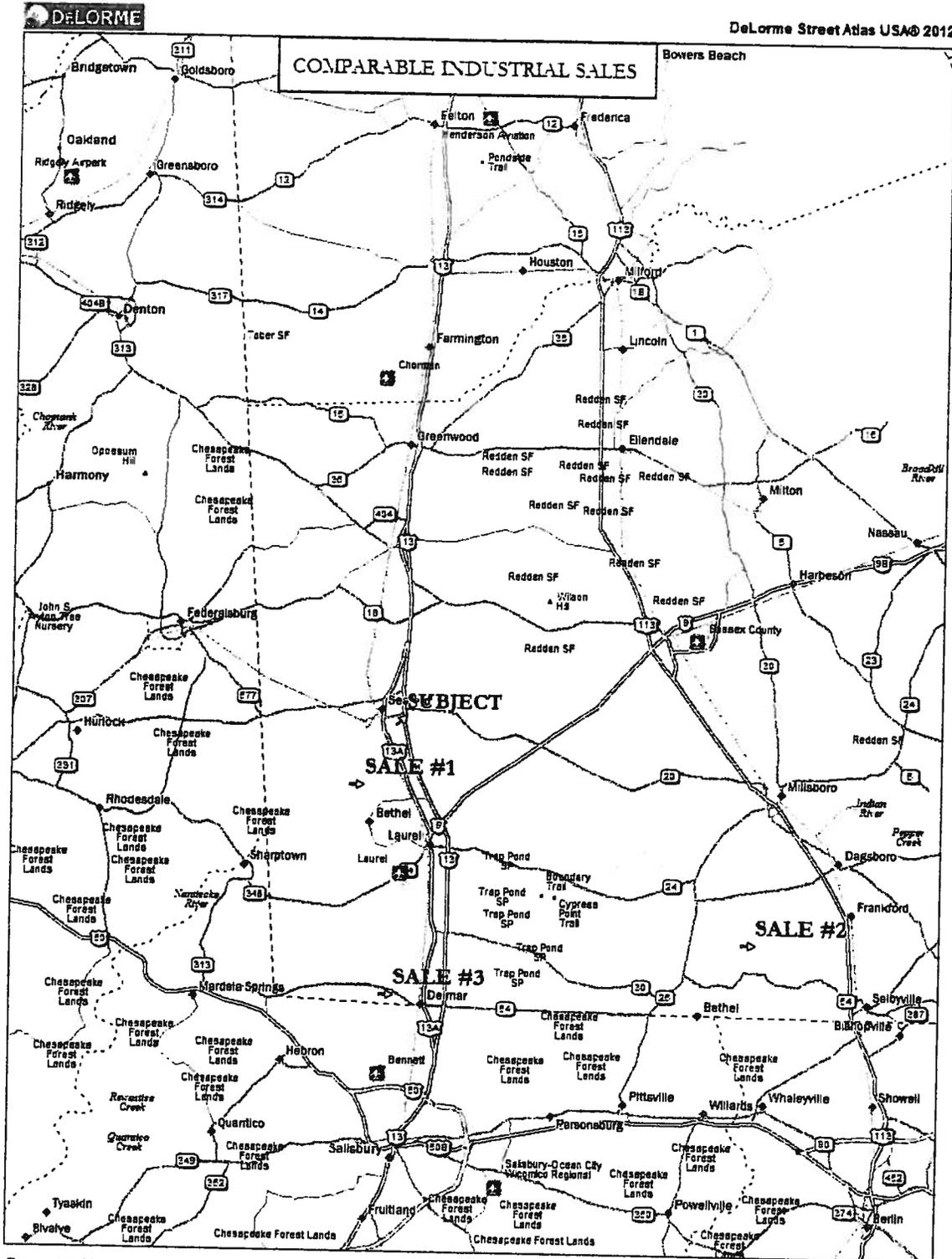
Based on an analysis of sale, the data indicates a unit value of *\$8,000/acre*. Applied to the subject's *41.06 acres*, indicates a value estimate of *\$328,480, rounded to \$328,500*.

The *Sales Comparison Approach* indicates a *Fee Simple Market Value* for the subject property as of *July 6, 2015* of *\$328,500*.

AS POTENTIAL PURCHASE BY THE CITY OF SEAFORD

As previously discussed in the Land Section and Highest and Best Use section of the report, the subject parcel adjoins the City of Seaford Industrial Park. The City of Seaford is considered a potential user for expansion of the Industrial Park.

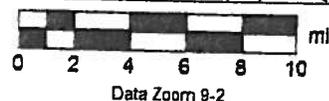
The following sales of Industrial zoned land are utilized to value the subject assuming purchase by the City of Seaford and rezoning to Industrial use under the City of Seaford Zoning Ordinance.



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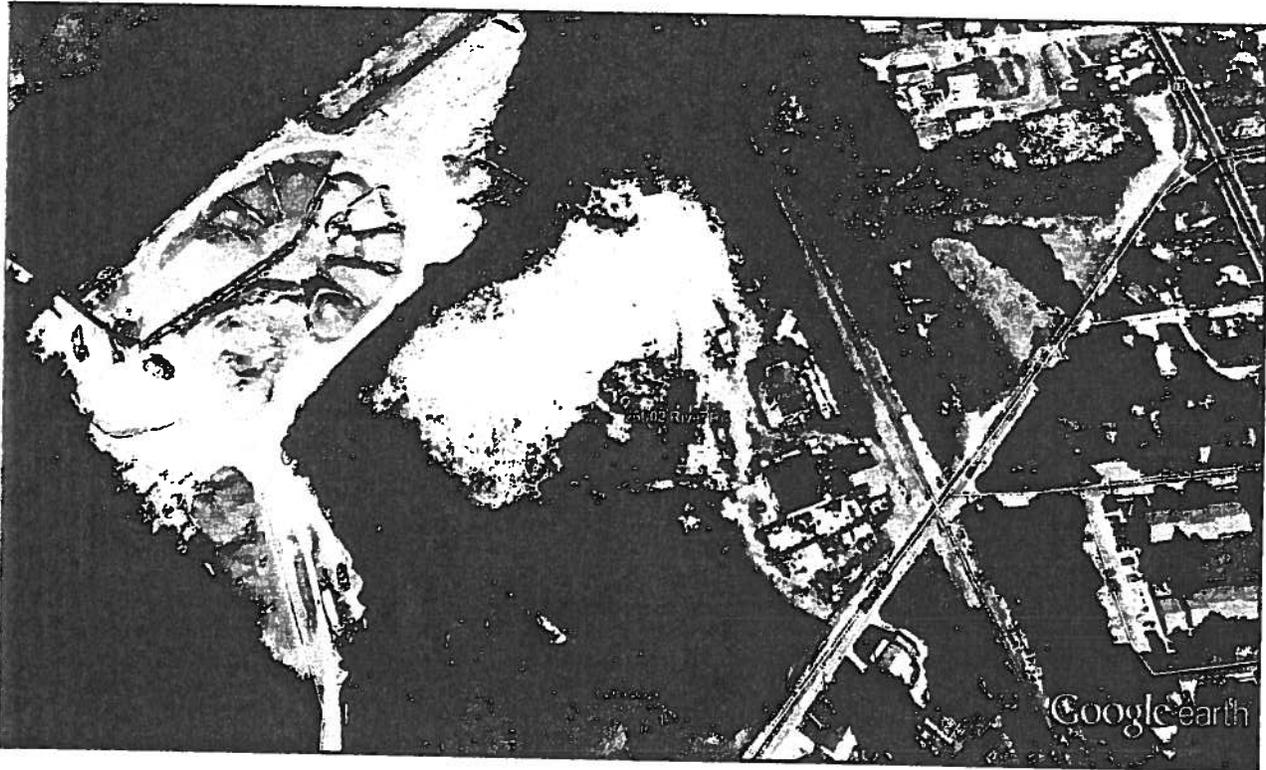
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COMPARABLE LAND SALE

#1

Location: *26002 River Road*
 South of Seaford
 Broad Creek Hundred
 Seaford, Delaware



Tax Parcel:	1-32-1.00-2.00
Parties:	Pennsy Supply, Inc. TO JLLJ-Laurel, LLC
Consideration:	\$165,000
Date of Sale/Deed:	6/15 (4409/282)
Property Rights:	Fee Simple
Financing:	Cash to seller
Description:	
Size:	8.51 acres
Topography:	Level
Frontage:	357.9' on River Road
Tillable Ratio:	N/A
Utilities:	Individual wee/septic
Highest & Best Use:	Light Industrial
Marketing Time:	7 months
Verification:	Deed/MLS/Listing agent – Rob Harman/ARE PROS
Zoning:	Industrial
Unit Rate/Ac.:	\$19,389/acre

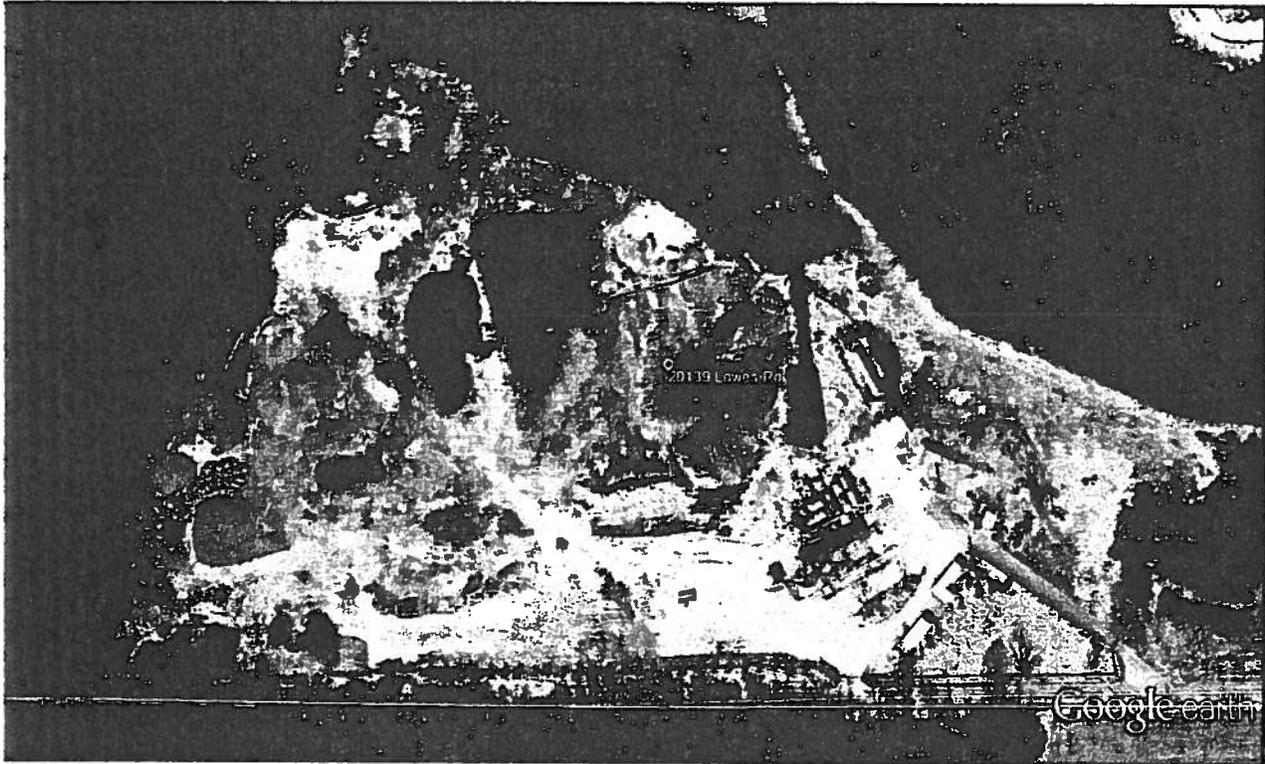
Comments:

This parcel was listed November 2014 at a listing price of \$250,000 and was marketed for 7 months.

COMPARABLE LAND SALE

#2

Location: *20139 Lowes Road*
South of Gumboro
Gumboro Hundred
Sussex County, Delaware



Tax Parcel: 3-33-14.00-23.00
Parties: Pennsy Supply, Inc. **TO** N/A (Under Contract)
Consideration: **\$305,000 (Pending- Under Contract)**
Date of Sale/Deed: 5/15 (Date of contract)
Property Rights: Fee Simple
Financing: Cash to seller
Description:
 Size: 30.7486 acres
 Topography: Level
 Frontage: 2,300.86' on Lowes Road
 Utilities: Private well/septic
Highest & Best Use: Industrial
Verification: MLS/Listing agent – Rob Harman/ARE PROS
Marketing Time: N/A
Zoning: Industrial
Unit Rate/Ac.: **\$9,919/acre**

Comments:

This parcel was listed November 2014 at a listing price of \$400,000 and was marketed for 7 months.

COMPARABLE LAND SALE

#3

Location: *29790 Connelly Mill Road*
 South of Delmar
 Wicomico County, Maryland



Tax Parcel:	20-26 & 27
Parties:	Pennsy Supply, Inc. TO Clark Environmental, Inc.
Consideration:	\$585,000 (\$285,000 land allocation)
Date of Sale/Deed:	5/15
Property Rights:	Fee Simple
Financing:	Cash to seller
Description:	
Size:	21.13 acres
Topography:	Level
Frontage:	Average
Utilities:	Individual well/septic
Highest & Best Use:	Industrial
Verification:	Listing agent – Rob Harman/ARE PROS
Marketing Time:	N/A
Zoning:	Industrial
Unit Rate/Ac.:	\$13,488/acre

Comments:

This is the sale of an industrial property located north of Salisbury and south of Delmar. The total sale price was \$585,000

Property was improved with a 2,500 SF office in good condition and a 10,000 SF warehouse. The contributory value of the improvements was estimated at \$300,000. Deducting the contributory value of the improvements from the total sale price of \$585,000 indicates a residual value to the land of \$285,000.

ANALYSIS OF SALES

The comparable sales, *exhibited below*, range in date from *May 2015* to *June 2015*, in parcel size from *8.51 acres* to *30.75 acres*, and in unit rates from *\$9,919/acre* to *\$19,389/acre*.

The first three adjustments necessary when comparing the sales to the subject are property rights conveyed, special or unusual financing and conditions of sale. The first pertains to transfer of a whole or partial interest in title. *All three sales* sold in the fee simple interest, and require no adjustment for property rights.

The second adjustment is based on conditions of sale including the motivation of the parties. The *three sales* indicate no unusual conditions of sale and are not adjusted.

The third adjustment represents special or unusual financing which positively or negatively affects the price paid such as owner financing, bond money and the like. *All three sales* were cash sales, or equivalent, and are not adjusted.

The next adjustment is for condition of the market, that is, the effect of time on selling price. As previously discussed in the Industrial Overview Section of the report the City of Seaford has available 153 acres of industrial zoned land in the immediate market (Ross Industrial Park). The City offers Industrial zoned acreage at \$45,000/acre in this park, with no sales over the past three years.

Thus, all three sales are adjusted downward for superior market conditions.

The remaining adjustments necessary to derive an indicated price per acre for the subject include location, size, zoning, and overall utility.

In adjusting the comparable sales to the subject, percentage adjustments were utilized where a sale exhibiting an inferior characteristic is adjusted upward, and one that exhibits a superior characteristic is adjusted downward. The real estate market is an imperfect market where often there is no empirical evidence to support differences in sales. Transactions evolve as a result of motivation between buyers and sellers. Thus, the adjustments to the comparable sales are based on supportable evidence where applicable. Absent the mathematical abstractions, the adjustments are based on the appraiser's opinion, knowledge, and experience in the marketplace.

The adjustment grid reflecting the percentage adjustments for each of the comparable sales is *exhibited below*.

COMPARABLE LAND SALES				
	SUBJECT	SALE #1	SALE #2	SALE #3
Location	Subject	26002 River Rd.	20139 Lowes Rd.	29790 Connelly Mill Rd.
Date	6/15	6/15	5/15	5/15
Price	N/A	\$165,000	\$305,000	\$285,000
Size (Ac)	41.06	8.51	30.75	21.13
Zoning	AR-1	I	I	I
Overall Utility	Avg./Good	Average	Average	Average
\$/Acre	?	\$19,389	\$9,919	\$13,488
Marketing Time		7 months	7 months	N/A
Listed Price		\$250,000	\$400,000	N/A
Sell to List Differential	?	34%	23.75%	N/A
ADJUSTMENTS				
	SUBJECT	SALE #1	SALE #2	SALE #3
Price	?	\$165,000	\$305,000	\$285,000
Property Rights	Fee Simple	0%	0%	0%
Cond. of Sale	Normal	0%	0%	0%
Financing	Cash	0%	0%	0%
Adjusted Price	?	\$165,000	\$305,000	\$285,000
Cond. of Market	N/A	-10.00%	-10.00%	-10.00%
Time Adj. \$?	\$148,500	\$274,500	\$256,500
Adj. \$/AC.		\$17,450	\$8,927	\$12,139
		Upward	Upward	Equivalent
Location	N/A	5%	15%	0%
		Downward	Equivalent	Downward
Size	41.06	-35%	0%	-10%
		Downward	Downward	Downward
Zoning	AR-1	-15%	-15%	-15%
		Upward	Upward	Upward
Overall Utility	Avg./Good	10%	10%	10%
		Downward	Downward	Downward
Net Adj.		-35%	10%	-15%
Ind. \$/AC.	?	\$11,343	\$9,820	\$10,318

Location: Sales #1 and #2 are more rural in location and are adjusted upward for inferior location. Sale #3 is similar in location and is not adjusted.

Size: Market analysis indicates that typically the greater the number of acres, the lower the price paid per acre, and conversely the lower the number of acres, the higher the price paid per acre. This principle relates to the Economy of Scale.

Sales #1 and #2 are smaller in size, and are adjusted downward. Sale #2 is similar and is not adjusted.

Zoning: All three sales exhibit Industrial zoning, while the subject requires rezoning, and are adjusted downward.

Overall Utility: The overall utility refers to the availability of utilities, overall appeal, approvals, etc. The subject has potential for public sewer and water but is has to be extended to the parcel and

annexed into the corporate limits. *None* of the three sales have the availability of public sewer and are adjusted upward for inferior overall utility.

The *three sales* indicate an adjusted range in values of *\$9,820/acre* to *\$11,343/acre* for the subject. *Sale #2* sets the lower limit of value, while *Sale #1* establishes the upper limit of value.

Based on an analysis of sale, the data indicates a unit value of *\$10,000/acre*. Applied to the subject's *41.06 acres*, indicates a value estimate of *\$410,600*.

The *Sales Comparison Approach* indicates a *Fee Simple Market Value Assuming Potential Purchase by the City of Seaford as of July 6, 2015* of *\$410,600*.

RECONCILIATION OF VALUE ESTIMATES

In arriving at a value estimate for the subject, the applicable approaches to value derived the following:

<i>VALUE TYPE</i>	<i>APPROACH</i>	<i>VALUE</i>
<i>"AS IS"</i>	<i>SALES COMPARISON</i>	<i>\$328,500</i>
<i>ASSUMING PURCHASE BY THE CITY OF SEAFORD</i>	<i>SALES COMPARISON</i>	<i>\$410,600</i>

The Sales Comparison Approach was based upon comparison and analysis of the most similar parcels having sold over the past few years, and its reliability depends upon the degree of similarity between the comparable properties and the subject. This approach is often primary as it best reflects the market reactions of buyers and sellers for ownership and use potential. The most recent sales of vacant agricultural tracts with similar use and physical characteristics were analyzed and compared to the subject. The sales data reflects numerous large agriculture tracts purchased, with future development potential, purchased for agricultural use or land bank for future development. This approach is considered most reliable in the valuation of vacant land.

The Income Capitalization and Cost Approaches were not utilized for factors previously discussed.

REASONABLE EXPOSURE TIME

Reasonable exposure time is one of the series of conditions in most market value definitions. Exposure time is always presumed to proceed the effective date of the appraisal. Exposure time may be defined as the time the property remains on the market, or the estimated length of time for property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at a market value on the effective date of the appraisal. Exposure time is a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The comparable sales indicate a range in marketing times from 1 month to 39 months.

Based on discussions with brokers and agents in the market area, and our experience and knowledge in the subject's market area, exposure time for the property types such as the subject typically range from 9- 12 months.

Therefore, based on the above factors we consider an exposure time of 9-12 months for the subject at the concluded value estimates.

CONCLUSION

Based on consideration of all the available information pertaining to the subject property, it is my opinion that the *I - Fee Simple Market Value* of the property rights in the subject, more fully described herein, as of *July 6, 2015* was *\$328,500*, and the *II - Investment Value to the City of Seaford* is *\$410,600*.

REASONABLE MARKETING TIME

In analyzing marketing time, I have considered several factors in order to project a reasonable marketing period for the subject property based on the above conclusion. These include pricing of the subject, comparable property sales exposure times, current and projected supply of available projects, future market conditions, and my discussions with market participants such as developers, brokers, appraisers and the like. Based on my analysis, I have estimated the subject's market value as concluded above. Marketing time is tied directly to pricing. Thus, it is expected that if the subject were to be priced significantly above the value conclusion, marketing time would be extended and if the subject were priced significantly below, marketing time would be shorter.

The subject is a large agricultural tract zoned for mixed high density residential use. The property type is not conducive to large scale development under current market conditions. However, market data indicates that developers/investors with cash reserves are purchasing the property type over the past year for land banking for future sale development as market conditions improve. Marketability is rated average/good based on the concluded value estimate and proposed end user.

Based on the subject's property type and specific locale and other factors mentioned herein, a marketing time of 9-12 months is projected for the subject.

CAG

ADDENDUM

Tax Parcel No.: 5-31 10.00 206.00 & 207.00
5-31 7.00 22.00 & 22.01
Prepared by and return to:
Michele L. Procino, Attorney At Law
123 Pennsylvania Avenue
Seaford, DE 19973

NO TITLE SEARCH, LIEN SEARCH OR SURVEY REQUESTED OR PERFORMED

THIS DEED, made this 13th day of May, in the year of our LORD two thousand and five (2005),

BETWEEN DOROTHY F. MILLER, a/k/a DOROTHY A. MILLER, of 23162 Ross Station Road, Seaford, Delaware 19973, party of the first part,

- AND -

DOROTHY F. MILLER, TRUSTEE OF THE DOROTHY ANDRONEN FLEETWOOD MILLER REVOCABLE TRUST DATED AUGUST 21, 2000, 23162 Ross Station Road, Seaford, Delaware 19973, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, her successors and assigns,

PARCEL 1 5-31 10.00 206.00:

ALL that certain lot, piece and parcel of land, situate, lying and being in Seaford Hundred, Sussex County, State of Delaware, on the Southwest side of the Highway leading from the U.S. Armory to Wesley Church, about three miles Northwest of the City of Seaford and being more particularly described as follows, to wit:

BEGINNING at a post on the Southwest side of the said Highway leading from the U.S. Armory, to Wesley Church, it being ac corner for these lands and lands now or formerly of L. Wm. Tomilson, extending and running Southwesterly with the said Tomilson lands, South 76 ¼ degrees West 294 feet, to a post; thence turning and running in a Southeasterly direction with lands now or formerly of Adron Thomas Fleetwood and Eva Emma Fleetwood, his wife and Richard F. Miller and Dorothy F. Miller, South 14 ½ degrees East 150 feet, to a post; thence turning and running in a Northeasterly direction and still with said Fleetwood lands, North 76 ¼ degrees East 294 feet to the Southwest edge of said Highway; thence, turning and running along with said Highway in a Northwesterly direction, 150 feet, to the post at the place of beginning containing approximately one (1) acre of land, be it the same more or less, as surveyed by Clarence H. Melson, a licensed surveyor on December 2, 1959.

Consideration:	90.00	Exempt Code: A
County	State	Total
0.00	0.00	0.00
quarter	Date: 05/18/2005	

1

Handwritten initials

PARCEL NO. 2: 5-31 7.00 22.00

ALL that certain lot, piece and parcel of land situate, lying and being in Seaford Hundred, Sussex County and State of Delaware, and being more particularly described as follows, to wit:

BEGINNING at a concrete monument set in the Northeasterly right of way line of Delaware Road No. 543, said beginning point being also a corner created by the intersection of the line of said Delaware Road No. 543 and a proposed thirty foot road; thence, North 58 degrees East a distance of 150 feet along the edge of said proposed 30 foot road to a concrete monument; thence South 61 degrees 40 minutes West with the boundary line of Lot 23, a distance of 150.1 feet to a concrete monument; thence, with the curve of said Delaware Road No. 543 a distance of 103.9 feet to a stake; thence still with the right of way line of said Road, South 30 degrees 50 minutes East a distance of 196.1 feet to a concrete monument, the point and place of beginning, containing within the said metes and bounds 1.02 acres of land, be the same more or less, as surveyed by Thomas A. Temple, Jr. and being known as Lots 20, 21 and 22 as shown on a plot of lots of Margaret Martin as the same now appears of record in the Office of the Recorder of Deeds, at Georgetown, Delaware, in Plot Book 5, Page 36.

PARCEL NO. 3 5-31 7.00 22.01

ALL that certain lot, piece and parcel of land situate, lying and being in Seaford Hundred, Sussex County and State of Delaware, and being more particularly described according to a survey prepared by Temple-Sellers, Inc., dated July 14, 2000, as follows, to wit:

BEGINNING at a rebar set on the Northeasterly right of way line of Sussex County Road #543, marking a common corner for this lot and other lands of James Littleton, Jr. and Roena P. Littleton; thence by and with the Northeasterly right of way line of Sussex County Road #543, North 31 degrees 54 minutes 04 seconds West 100.00 feet to a concrete monument found marking a common corner for this lot and Lands of Richard F. Miller and Dorothy F. Miller; thence by and with lands of Richard W. Miller and Dorothy F. Miller the following two courses and distances: 1.) North 58 degrees 14 minutes 25 seconds East 150.00 feet to a rebar set; thence 2.) North 31 degrees 30 minutes 00 seconds West 290.00 feet to a concrete monument found on line of lands of Rebecca Waller, North 61 degrees 41 minutes 43 seconds East, passing over a concrete monument found at 213.48 feet, for a total distance of 223.48 feet to a point in the center of a ditch; thence by and with the center of said ditch South 54 degrees 04 minutes 02 seconds East 359.85 feet to a point; thence turning and running by and with other lands of James Littleton Jr. and Roena P. Littleton, South 53 degrees 21 minutes 36 seconds West passing over a concrete monument found at 10.5 feet, for a total distance of 512.59 feet, home to the point of beginning, containing 2.7172 acres of land, more or less.

BEING the same lands conveyed unto Dorothy F. Miller by deed of Richard F. Miller (a/k/a Richard Walter Miller, a/ka Richard W. Miller) and Dorothy F. Miller (a/k/a Dorothy Adronene Miller) dated January 27, 2005 and of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 3095, Page 91.

PARCEL NO. 4 5-31 10.00 207.00

ALL of the residue of that certain tract, piece and parcel of land situate, lying and being in Seaford Hundred, Sussex County and State of Delaware, and being more particularly described as follows, to wit:

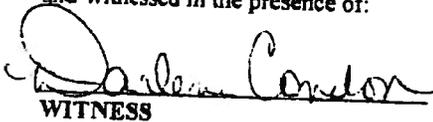
BEGINNING at a stone in the South side of the public road leading by the Northern side of the Seaford Armory Lot, said stone being the Northwestern corner for said lot; thence with a survey of the year 1925, to wit: North 39 degrees West in part with said road and in part with lands of William Tomlinson, 762.3 feet to a stone; thence with the lands now or formerly of DOROTHY F. Miller and Joyce Lord South 72 degrees West a distance of 1,163 feet to a stone; thence South 83 ½ degrees West a distance of 325 feet to a stake; thence South 11 ½ degrees East 169 ½ feet to the center of a ditch; thence following the various meanderings of said ditch, Southeasterly 2,360 feet, or such distance as will reach the Southwestern corner of the aforesaid Seaford Armory Lot; thence with said lot and a survey of recent years, North 1 degrees 40 minutes West a distance of 1,470.9 feet, home to the place of beginning, containing 43.1 acres of land, be the same more or less.

BEING the same lands conveyed unto Dorothy A. Miller and Joyce Lord, as tenants in common, by Deed of Eva M. Fleetwood dated August 11, 1972 and of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 687, Page 818.

FURTHER BEING the same lands conveyed unto Dorothy Miller by deed of Joyce & George Lord dated August 11, 1972 and of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 687, Page 820.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year aforesaid.

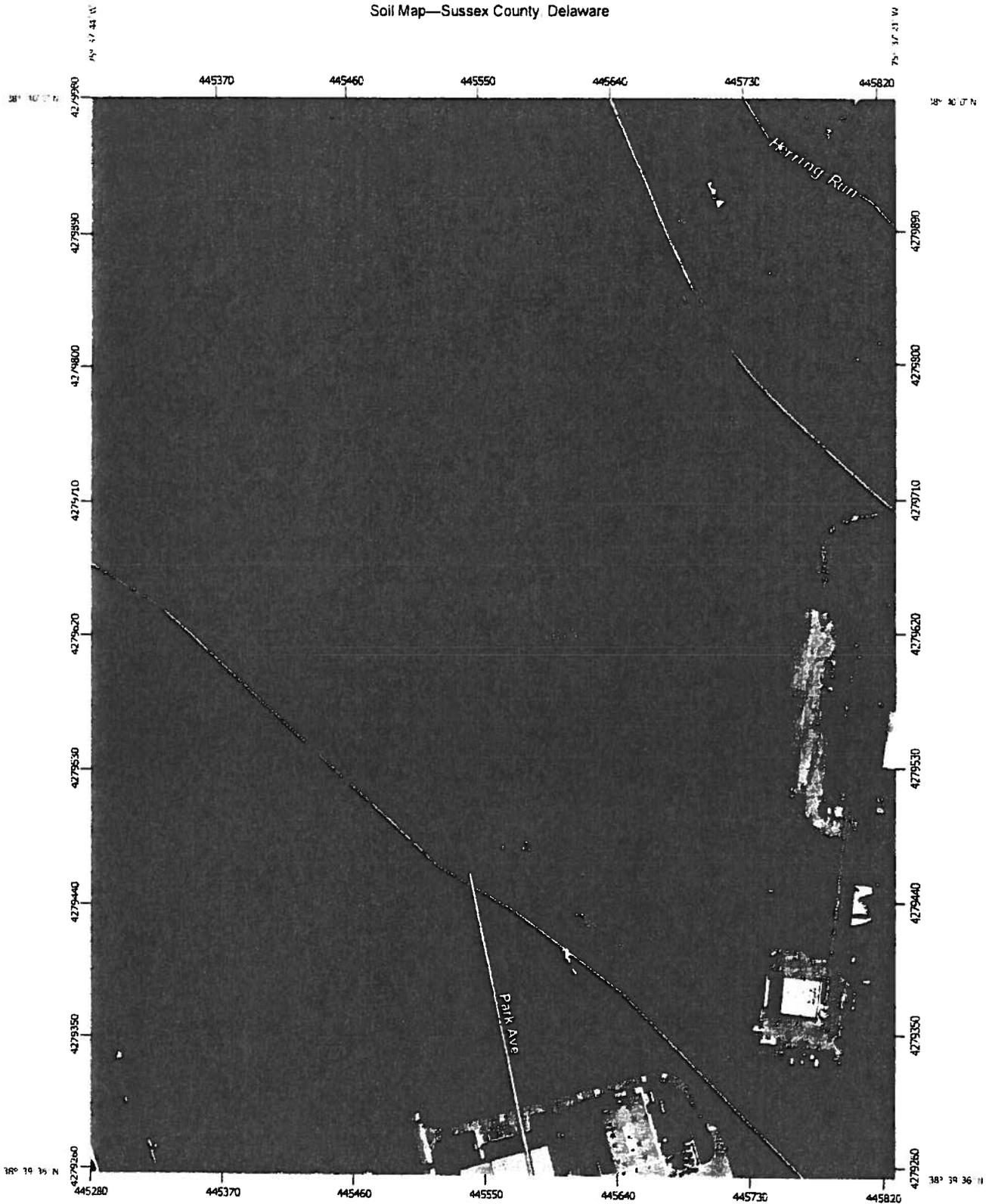
SIGNED, SEALED, DELIVERED
and witnessed in the presence of:


WITNESS

 (SEAL)
DOROTHY F. MILLER

SOILS MAP

Soil Map—Sussex County, Delaware



Map Scale: 1:3,520 if printed on A portrait (8.5" x 11") sheet



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/13/2015
Page 1 of 3

LICENSE NO. **X1-0000037**

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
351 Silver Lake Blvd.
Cannon Building, Suite 200
Dover, DE 19904-2-67

NOT TRANSFERABLE

PROFESSION: **Certified General Real Property Appraiser**

EXPIRATION DATE: **10/31/2015**

ISSUED TO: **Harold L. Carmean**

MAILING ADDRESS

**Harold L. Carmean
14814 Cokesbury Road
Georgetown DE 19947**

PROFESSIONAL LICENSE

THE DEPARTMENT OF PROFESSIONAL REGULATION HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PERSON NAMED ON HERETOFORE QUALIFIES TO ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS LICENSE IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

LICENSÉE SIGNATURE

378180

PROFESSIONAL QUALIFICATIONS OF

HAROLD L. CARMEAN, M.B.A.

BUSINESS EXPERIENCE

Carmean Appraisal Group – 2000 - Present

President, Carmean Appraisal Group providing real estate appraisal and counseling services for commercial, investment, industrial, residential, and agricultural properties, and business evaluations, primarily in the Central Atlantic Region.

The Carmean Group - 2000 - Present

President, The Carmean Group, a real estate development firm, specializing in residential and commercial development.

Advisory & Appraisal Company - 1991 - 2000

Principal in Advisory and Appraisal Company -REALTOR firm providing real estate appraisal and counseling services.

C & S Development Corporation

President and Principal of C & S Development Corporation. This corporation specializes in commercial office development.

Director of Assessments - 1978-1991

Director of Assessments for Sussex County, Delaware responsible for the taxation and assessment of over 100,000 parcels. Supervised a staff of thirty. Involved in commercial, industrial and residential valuation for ad valorem taxation.

PROFESSIONAL AFFILIATIONS

American Society Appraisers - Candidate
Appraisal Institute, Candidate for MAI

SPECIAL RECOGNITION

Received outstanding commercial project award for excellence in construction from the Eastern Shore Chapter of Associated Building Contractors for special use office constructed in 1997.

CAG

EDUCATIONAL BACKGROUND **COLLEGE EXPERIENCE**

Shepherd College - Shepherdstown, W. VA - 1974 B.A.
Wilmington College - Georgetown, DE - 1982 M.B.A.

APPRAISAL COURSES

Fundamentals of Real Property Appraisal - IAAO Course I
Income Approach To Value - IAAO Course II
Mass Appraisal - IAAO Course III
Narrative Appraisal Writing - New York Institute of Real Estate
Residential Condominium Seminar
R-41-C Seminar
Real Estate Sales Course
Computer Assisted Mass Appraiser - Multiple Regression
Analysis - IAAO Course 305
Capitalization Theory and Techniques - Part A
Capitalization Theory and Techniques - Part B
Standards of Professional Practice
Advanced Applications

EXPERT WITNESS

Superior Court, State of Delaware
Sussex County Planning and Zoning Commission
Sussex County Council
Chancery Court, State of Delaware
Family Court, State of Delaware

SIGNIFICANT APPRAISAL ASSIGNMENTS

The Salt Pond - Residential planned community consisting of 386 single family lots, 161 multi-family units, 18-hole golf courses, and commercial acreage, located in Bethany Beach, Delaware.

Mason Dixon Shopping Center - 60,000 SF strip shopping center located in Selbyville, Delaware. Sea and Pines Consolidation Corporation - Three development tracts on the west side of Route 1 totaling 205 available residential lots, located in North Bethany Beach, Delaware.

Experience

Residential Dwellings
Vacant Tracts
Retail Stores
Restaurants
Condominium Projects
Shopping Centers

Farmlands
Estates
Service Stations
Feasibility Studies
Subdivision Developments

CAG

Certification

State Certified General Real Estate Appraiser
I. R. #X1 - 0000037
State of Delaware

Partial List of Clients

PNC Bank
Law Firm of Moore & Rutt
Local Developers & Builders
County Bank
Delaware National
Baltimore Trust
Citizens Bank
Sussex County Council
First National Bank
George, Miles, Buhr
Mercantile Trust
Wilmington Trust
M&T Bank
WSFS
Essex Mortgage Corp.
Equity Mortgage
Lester Real Estate
Gallo-Realty
Law Firm of Schmittenger and Rodriquez
Law Firm of Sergovic and Ellis
Second National Savings and Loan
NCNB Mortgage
Core States
Law Firm of Fugua, Yori
Resolution Trust Corporation (RTC)
Law Firm of Tunnell and Raysor
Rehoboth Beach Public Library
Millsboro Public Library
City of Seaford
DNREC

- Appraisals and counseling for attorneys and various other individuals -

Jim adding
voting machines
as option to
add sections
O.B.1
1/12/16

SPONSOR:

DELAWARE STATE SENATE
148TH GENERAL ASSEMBLY

SENATE BILL NO.

AN ACT TO AMEND THE CHARTER OF THE CITY OF SEAFORD RELATING TO ANNUAL ELECTIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE (Two-thirds of all members elected to each house thereof concurring therein):

Section 1. Amend The Charter of the City of Seaford by making deletions as shown by strike through and insertions as shown by underline as follows:

Section 2. Annexation of Territory

(H) The Mayor shall appoint three (3) persons to act as a Board of Special Election, at least one of whom must reside and own property in the City, and at least one of whom must own property in the territory proposed to be annexed. One of the said persons so appointed shall be designated the Presiding Officer. Voting shall be conducted in the Municipal Building and the Board of Election shall have available, clearly marked, two (2) ballot boxes. All ballots cast by those persons, partnerships or corporations authorized to vote as residents or property owners in the territory proposed to be annexed shall be deposited in one such ballot box, and all ballots cast by those persons, partnerships or corporations who are authorized to vote as residents or property owners of the City shall be deposited in such ballot box. The polling place shall be opened from ~~2:00 p.m.~~ 7:00 a.m. prevailing time, until ~~6:00 p.m.~~ 3:00 p.m. prevailing time, on the date set for the special election. Absentee voting shall be permitted in conformity with Chapter 75 of Title 15 of the Delaware Code.

Section 32. Good Government

In paragraph 2, sentence 2, delete "manufacturing industries" and in it's place insert "economic development projects"

Section 35. Power to Borrow Money And Issue Bonds

~~(E) At the special election, every owner of property whether individual, partnership, or corporation shall have one vote for every dollar or part of dollar of tax paid by said owner during the year preceding said election and the said vote may be cast either in person or by proxy.~~

At the Special Election, every owner of property whether an individual, partnership, or corporation shall have one vote and every person who is a bona fide resident of The City of Seaford, but who is not an owner of property within the corporate limits of The City of Seaford shall have one vote. All votes may be cast either in person or by proxy. Any Special Election held pursuant to the provisions of this Section may be conducted by paper ballot and without the use of voting machines. The polling place shall be opened from 7:00 a.m. prevailing time, until 3:00 p.m. prevailing time, on the date set for the Special Election. Absentee voting shall be permitted in conformity with Chapter 75 of Title 15 of The Delaware Code.

Synopsis

This Act amends the Charter of the City of Seaford to set the hours for voting and to authorize absentee voting for special elections and to authorize the City of Seaford Council to exempt from City taxation for a period not to exceed ten years, economic development projects which may hereafter be located in the City.

O.B. 2
1/12/16

City of Seaford
EMPLOYEE HANDBOOK – DIVISION 10 GENERAL CONDUCT
SOCIAL NETWORKING POLICY Sec. 2-122b.

Deleted:

I. PURPOSE

To establish procedures and guidelines for the acceptable use of social media. Employees should be aware that this policy is not intended to be comprehensive in scope. Instead employees are expected to apply the standards set forth in this policy and the more general standards of good judgment and professionalism to all conduct including their conduct online.

II. POLICY

Employees who choose to identify themselves on any social media as employed by the City of Seaford, whether explicitly, implicitly or visually shall consider themselves to be publicly representing the City and are bound by the City's policies and procedures as well as the conditions set forth in this policy. Employees of the Seaford Police Department are to adhere to the parameters in their Standard Operating Procedures - Social Networking Policy 15-01.

III. DEFINITIONS

- A. Social Networking/Media – The utilization of web-based internet applications (websites) that allow an individual to create a public or semi-public identity using their name or alias. This includes the use of any website, cellular, wireless device or other media that allows the user, their associates or others to post electronic messages or images to a public, semi-public or restricted forum or audience, including but not limited to Facebook, Myspace, Twitter, YouTube, Flickr, Snapchat, Instagram and web blogs.
- B. Blog – A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions or comments.

IV. USE

A. Full and part-time employees shall not post, access or monitor Social Networking sites by any method when on duty unless such posting and/or monitoring is for City purpose, which is cleared by the City Manager or Assistant City Manager. For the purpose of this policy "On Duty" is considered any time a employee is being compensated (except designated break periods, vacation, sick leave or leave of absence and excludes employee lunch hours) by the City of Seaford in exchange for services as a member of the City of Seaford.

Deleted: Employees to include all full and part-time

B. Employees should be aware that information posted on social networking sites is not secure or private. Firewalls and privacy claims by service providers cannot be relied on to safeguard information once it is posted on the internet. Information posted on the internet is considered to be accessible indefinitely. Posting of photographs or personal information may result in unintended consequences, such as manipulation by defense counsel to undermine an employee's credibility or integrity. Information being viewed may be altered, printed and redistributed by other internet users including criminal organizations; jeopardizing the confidentiality and safety of themselves, family members, friends and other City of Seaford

Deleted: trusted

- Employees.
- C. Employees are free to express themselves as private citizens on social media sites to the degree that their actions do not violate confidentiality agreements, reflect negatively on the City of Seaford, impair discipline or negatively affect the public perception of the City.
 - D. For safety and security reasons, City employees are cautioned not to disclose their employment with the City nor shall they post information pertaining to any other **employee or citizen** of the City without their permission.
 - E. Employees shall not publish or direct others to publish; content that would adversely affect the public's respect and/or confidence in the City of Seaford, Seaford Police Department or City of Seaford Elected, or Appointed Officials, bringing discredit upon an employee or the Department.
 - F. When using social media, employees should be mindful that their speech and actions become part of the worldwide electronic domain. Therefore, adherence to the City's code of conduct is required in the personal use of social media.
 - G. Employees shall not publish any information that would bring embarrassment, disgrace or doubt as to their credibility as civilian employee.
 - H. Employees shall not publish any information they have learned as a result of their duties as an employee of the City of Seaford, which would not otherwise be made public through traditional media outlets.
 - I. Any employee having knowledge of another employee's posting, website, social media or web page in violation of this policy shall notify their supervisor immediately.
 - J. The use of City computers by employees to access social media is strictly prohibited without prior authorization by the City Manager or Assistant City Manager.
 - K. No employee shall post information which is derogatory to any group, or individual based on race, sex, sexual orientation **or** religion,
 - L. City employees are prohibited from posting obscene or sexually explicit language, images or acts, statements or other forms of speech that ridicule, malign, disparage or otherwise express bias against any race, sex, sexual orientation, religion, **or** individual.
 - M. No employee shall post on any Social Networking Site maintained by, frequented by or intended for the use of:
 - 1. Any organization which in any way calls for threats and/or violence against an individual or group due to their sex, sexual orientation, race, religion, age or political view.
 - 2. Any organization which in anyway suggests hate speech, racial slurs, ethnic slurs, or slurs against any person or group of persons due to their sex, sexual orientation, race, religion, age or political view.
 - N. As public employees, City personnel are cautioned that speech on or off duty, made pursuant

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to their official duties – that is, that owes its existence to the employee’s professional duties and responsibilities – **is not protected speech** under the First Amendment and may form a basis for discipline if deemed detrimental to the department. City personnel should assume that their speech and related activity on social media sites will reflect upon their employment and the City.

- O. If at any time you are uncertain about the application of this policy or if a question relating to the appropriate use of social media arises you should seek the guidance of the appropriate individual before posting or otherwise engaging online.

**SEAFORD POLICE DEPARTMENT
STANDARD OPERATING PROCEDURE
SOCIAL NETWORKING POLICY 15-01**

I. PURPOSE

To establish procedures and guidelines for the acceptable use of social media. Employees should be aware that this policy is not intended to be comprehensive in scope. Instead employees are expected to apply the standards set forth in this policy and the more general standards of good judgment and professionalism to all conduct including their conduct online.

II. POLICY

Employees who choose to identify themselves on any social media as employed by the City of Seaford Police Department, whether explicitly, implicitly or visually shall consider themselves to be publicly representing the Department and are bound by the Department's policies and procedures as well as the conditions set forth in this policy.

III. DEFINITIONS

A. Social Networking/Media – The utilization of web-based internet applications (websites) that allow an individual to create a public or semi-public identity using their name or alias. This includes the use of any website, cellular, wireless device or other media that allows the user, their associates or others to post electronic messages or images to a public, semi-public or restricted forum or audience, including but not limited to Facebook, Myspace, Twitter, YouTube, Flickr, Snapchat, Instagram and web blogs.

B. Blog – A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions or comments.

IV. USE

A. Full and Part-Time Employees to include dispatchers, administrative secretary and records clerk shall not post, access or monitor Social Networking sites by any method when on duty unless such posting and/or monitoring is for a law enforcement purpose, which is cleared by the Chief of Police or Deputy Chief. For the purpose of this policy "On Duty" is considered any time a employee is being compensated (except vacation, sick leave or leave of absence) by the City of Seaford in exchange for services as a member of the Department.

B. Employees should be aware that information posted on social networking sites is not secure or private. Firewalls and privacy claims by service providers cannot be relied on ~~trusted~~ to safeguard information once it is posted on the internet. Information posted on the internet is considered to be accessible indefinitely. Posting of photographs or personal information may result in unintended consequences, such as manipulation by defense counsel to undermine an employee's credibility or integrity. Information being viewed may be altered, printed and redistributed by other internet users including criminal organizations; jeopardizing the confidentiality and safety of themselves, family members, friends and other City of Seaford Employees.

- C. Employees are free to express themselves as private citizens on social media sites to the degree that their actions do not violate confidentiality agreements, reflect negatively on the City of Seaford or the Department, impair discipline or negatively affect the public perception of the Department.
- D. For safety and security reasons, Department employees are cautioned not to disclose their employment with this department nor shall they post information pertaining to any other member of the Department without their permission.
- E. Employees shall not publish or direct others to publish; content that would adversely affect the public's respect and/or confidence in the City of Seaford, Seaford Police Department or City of Seaford Elected, or Appointed Officials, bringing discredit upon an employee or the Department.
- F. When using social media, employees should be mindful that their speech and actions become part of the worldwide electronic domain. Therefore, adherence to the Departments code of conduct is required in the personal use of social media.
- G. Employees shall not publish any information that would bring embarrassment, disgrace or doubt as to their credibility as an impartial officer of the law or civilian employee.
- H. Employees are prohibited from posting photographs, Departmental insignia or other depictions of the Department or any of its property such as the uniform, patch, badge, building or vehicle to any personal social networking/media site or blog without the prior authorization of the Chief of Police or Deputy Chief.
- I. Employees shall not publish any information they have learned as a result of their duties as an employee of the Department which would not otherwise be made public through traditional media outlets.
 - 1. This includes but not limited to traffic stops, crash investigations, criminal investigations, radar locations, critical incident information, arrest information, and special operations by way of photographs, video, audio, comments, discussion or other media technology.
- J. Any employee having knowledge of another employee's posting, website, social media or web page in violation of this policy shall notify their supervisor immediately.
- K. The use of Departmental computers by employees to access social media is strictly prohibited without prior authorization by the Chief of Police or Deputy Chief.
- L. No employee shall post information which is derogatory to any group, or individual based on race, sex, sexual orientation, religion, ~~political view~~.
- M. Departmental employees are prohibited from posting obscene or sexually explicit language, images or acts, statements or other forms of speech that ridicule, malign, disparage or otherwise express bias against any race, sex, sexual orientation, religion, ~~political view~~ or individual.
- N. No employee shall post on any Social Networking Site maintained by, frequented by or intended for the use of:

1. Any organization which in any way calls for threats and/or violence against an individual or group due to their sex, sexual orientation, race, religion, age or political view.
 2. Any organization which in anyway suggests hate speech, racial slurs, ethnic slurs, or slurs against any person or group of persons due to their sex, sexual orientation, race, religion, age or political view.
- O. As public employees department personnel are cautioned that speech on or off duty, made pursuant to their official duties – that is, that owes its existence to the employee’s professional duties and responsibilities – **is not protected speech** under the First Amendment and may form a basis for discipline if deemed detrimental to the department. Department personnel should assume that their speech and related activity on social media sites will reflect upon their employment and this Department.
- P. If at any time you are uncertain about the application of this policy or if a question relating to the appropriate use of social media arises you should seek the guidance of the appropriate individual before posting or otherwise engaging online.