

**REGULAR MEETING OF WILMINGTON CITY COUNCIL
JUNE 20, 2019 @ 6:30 P.M.**

**Council Chambers
Louis L. Redding City/County Building
800 N. French Street - Wilmington, DE 19801
www.WilmingtonDe.gov or www.WITN22.org**

AGENDA

**I. Call to Order
Prayer
Pledge of Allegiance
Roll Call**

II. Approval of Minutes

III. Committee Reports

IV. Acceptance of Treasurer's Report

V. Non-Legislative Business

All Council	Recognize The Monday Club 125 th Anniversary
All Council	Sympathy Donald Eugene Osburn
Congo	Recognize Imani Henry/100 Men Reading
Freel	Sympathy Richard F. Robinson
Harlee	Recognize National Caribbean-American Heritage Month
Oliver	Sympathy De'Twine Young
Oliver	Sympathy Yubaka Holit Foster
Oliver	Sympathy Marquita "Kita" Stephens
Oliver	Sympathy Robert Oliver Dixon
Oliver	Sympathy Ernest Carter
Oliver	Sympathy Larry Taylor
Shabazz	Recognize Delaware Juneteenth Association 25 th Anniversary
Shabazz	Best wishes Vester Sr. and Lessie Triplett
Shabazz	Recognize Wilmington Public Library & Barber Shops
Shabazz	Sympathy Shaalih An'Noour Brock
Shabazz	Sympathy Marietta Smith
Shabazz	Sympathy Lynn Swiatek

VI. Legislative Business

OLIVER

#4671 An Ordinance to Amend Chapter 48 of the City Code to Permit Indoor Commercial Horticultural Operations As a Matter of Right Within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) Zoning Districts **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance amends Chapter 48 of the City Code to define indoor commercial horticultural operations and certain related terminology and to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts. This Ordinance also establishes parking requirements for indoor commercial horticultural operations.*

#4672 A Resolution Scheduling a Public Hearing on July 11, 2019 Regarding the Proposed Ordinance to Amend Chapter 48 of the City Code to Permit Indoor Commercial Horticultural Operations As a Matter of Right Within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) Zoning Districts

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution schedules a public hearing on July 11, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed ordinance to amend Chapter 48 of the City Code to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts.*

HARLEE

#4661 Ord. 19-027 Authorize and Approve an Extension of a Contract Between the City of Wilmington and Preferred Meal Systems, Inc. for the 2020 Summer Food Service Program **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to exercise its option to extend Contract 19048PR - Summer Food Service Program - between the City of Wilmington and Preferred Meal Systems, Inc. for the 2020 Summer Food Service Program at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper.*

#4673 A Resolution Authorizing the Acceptance of Certain Lands from the Delaware Department of Transportation for a Skate Park Recreation Facility

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation to*

accept the donation of a portion of the I-95 Right-of-Way, as fully described and depicted in Exhibit "A", from the State of Delaware, Department of Transportation, in order to construct a Skate Park Recreation Facility.

TURNER

#4674

A Resolution Authorizing the Department of Public Works' Application for a Grant from the State of Delaware, Delaware Department of Health and Social Services, Division of Public Health; and the Delaware Department of Natural Resources and Environmental Control for the City to Conduct a Hoopes Reservoir Interconnection Study

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Public Works' application for a grant from the grantors in the amount of \$110,000. This grant will enable the City to conduct a Hoopes Reservoir Interconnection Study for the City of Wilmington with the goal of increasing accountability and strengthening sustainability of the City's water supply. There is a required 100% local match.

WILLIAMS

#4675

A Resolution Approving the Wilmington Fire Department's Grant Application to the Delaware Emergency Management Agency for Secured Communication Radios and Transceivers

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Fire Department's application for a grant from FEMA in the amount of \$24,000. The grant will enable the City to fund two separate communications projects that will allow secure communications within the agency and with other public safety agencies.

#4676

A Resolution Approving the Wilmington Fire Department's Grant Application to the Federal Emergency Management Agency for a Radiation Detection System

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Fire Department's application for a grant from FEMA in the amount of \$108,700. The grant will enable the City to obtain a vessel-mounted radiation detection system which will increase the safety of passengers and will also be able to identify potential weapons of mass destruction.

#4677

A Resolution Approving the Wilmington Police Department's Grant Application to the Criminal Justice Council for a Sexual Assault Kit Initiative

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's

application for a grant from the Delaware CJC in the amount of \$100,000. The grant will enable the Wilmington Police Department to fund the testing of Sexual Assault Kits (“SAK”) to identify evidence, prosecute suspects, and provide support to victims of sexual assault.

- #4678 A Resolution Approving the Office of Emergency Management’s Grant Application to the State of Delaware for Funds Allocated Pursuant to the 2019 Emergency Management Performance Grant

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Office of Emergency Management’s application for a grant from FEMA/SOD/DEMA in the amount of \$211,905. The grant will enable the City to provide a system of emergency preparedness for the protection of life and property. There is a 50% local match requirement.*

- #4679 A Resolution Approving the Office of Emergency Management’s Grant Application to the State of Delaware for Funds Allocated Pursuant to the 2019 Homeland Security Grant Program

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s application for a grant from the Delaware Department of Safety and Homeland Security in the amount of \$50,000. The grant will enable the Wilmington Police Department to prosecute violent crime using DNA and other forensic testing to identify suspects and to decrease the number of violent crime cold cases awaiting prosecution.*

SHABAZZ (Williams presenting on behalf of Shabazz)

- #4680 A Resolution Recognizing the Month of June as Re-Entry Month for the City of Wilmington, and Encouraging the General Assembly to Recognize the Month of June as Re-Entry Month for the State of Delaware

Synopsis: *This Resolution is being presented by City Council for Council’s review and approval. This Resolution recognizes June as Re-Entry Month and strongly encourages the Delaware General Assembly to also recognize June as Re-Entry Month in Delaware.*

FREEL

- #4668 Ord. 19-031 Implement the City of Wilmington Pension Commission’s Recommendation Regarding a One-Time Stipend for Fiscal Year 2020 Pursuant to Chapter 39 of the City Code (**3rd & Final Reading**)

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. Pursuant to City Code Section 39-6(c), this Ordinance implements the*

City of Wilmington Pension Commission's recommendation for Fiscal Year 2020 for a one-time stipend of one thousand dollars (\$1,000), in lieu of a cost of living adjustment, to all City of Wilmington uniform and nonuniform pension benefit recipients receiving an annual benefit payment of less than twenty thousand dollars (\$20,000). The disbursement of this stipend will occur in July 2019.

Rev. 1

#4669 Sub. 1 Ord. 19-032 Authorizing the Issuance of the City's General Obligation Bonds and a General Obligation Bond Anticipation Note in Order to Provide the Funds Necessary to Finance (I) Street Repairs and Improvements of Various Streets and Roadways Located Within the City Limits and (II) the Satisfaction of an Outstanding Debt Incurred by the Wilmington Housing Partnership; Providing for the Sale of the Bonds and the Note; and Authorizing Other Necessary Action **(3rd & Final Reading)**

Synopsis: *This Substitute Ordinance is being presented by the Administration for Council's review and approval. This Substitute Ordinance authorizes the issuance of up to \$15,600,000 aggregate principal amount of General Obligation Bonds (the "Bonds") and up to \$15,600,000 aggregate principal amount of General Obligation Bond Anticipation Notes (the "Notes") in order to: (i) provide temporary and permanent financing for street repairs and improvements of various streets and roadways located within the City limits; (ii) provide temporary and permanent financing for the refinancing of any outstanding City debt related to the Wilmington Housing Partnership; and (iii) to pay the costs associated with issuance of the Bonds and the Notes.*

DIXON

#4681 A Resolution Supporting the City's Application to the State to Expand the Boundaries of the City's Downtown Development District and Appointing the City Planning Director to Serve as the District Administrator (Supersedes Resolution 19-019)

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution supports the City's application to the State of Delaware to expand the boundaries of the City's Downtown Development District as illustrated on the map attached hereto as Exhibit "A". In addition, this Resolution appoints the City's Director of the Department of Planning and Development to serve as the District Administrator for the City's Downtown Development District. This Resolution supersedes Resolution 19-019.*

SHABAZZ (Dixon presenting on behalf of Shabazz)

#4682 A Resolution Approving the Department of Real Estate and Housing's Grant Application to HUD for Lead-based Paint Hazard Reduction & Healthy Homes Supplement

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Real Estate and Housing's application for a grant from HUD in the amount of \$4.1 Million. The grant will enable the City, in partnership with the New Castle County Department of Community Services, to identify and control lead-based paint and healthy homes hazards in eligible housing. There is a required \$65,000 yearly local match.*

GUY

#4683

An Ordinance to Amend Ordinance No. 19-011 to Delete the Real Estate and Housing Project Entitled "Housing Partnership Debt Assumption" from the Capital Program for the Six Fiscal Years 2020-2025 Inclusive **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance amends Ordinance No. 19-011 to delete the \$3,400,000 Real Estate and Housing project entitled "Housing Partnership Debt Assumption" (the "Project") from the Capital Program for the six Fiscal Years 2020-2025 (the "Capital Program"). The deletion of the Project from the Capital Program will reduce the total amount of the Capital Program to \$273,047,605, as set forth on Attachment A. The total amount includes a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance.*

#4684

An Ordinance to Amend Ordinance No. 19-012 to Reduce the Capital Budget for Fiscal Year 2020 to Conform with the Amendment to the Capital Program for the Six Fiscal Years 2020-2025 that Deletes the Real Estate and Housing Project Entitled "Housing Partnership Debt Assumption" **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance amends Ordinance No. 19-012 to reduce the total amount of the Capital Budget for Fiscal Year 2020 to \$76,391,410 to conform with the amendment to the Capital Program for the six Fiscal Years 2020-2025 that deletes the Real Estate and Housing project entitled "Housing Partnership debt Assumption" (the "Project"). The total amount includes a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance.*

VII. Petitions and Communications

VIII. Adjournment

AN ORDINANCE TO AMEND CHAPTER 48 OF THE CITY CODE TO PERMIT INDOOR COMMERCIAL HORTICULTURAL OPERATIONS AS A MATTER OF RIGHT WITHIN M-1 (LIGHT MANUFACTURING), C-5 (HEAVY COMMERCIAL), W-1 (WATERFRONT MANUFACTURING), W-2 (WATERFRONT MANUFACTURING/COMMERCIAL), AND W-3 (WATERFRONT LOW INTENSITY MANUFACTURING/COMMERCIAL RECREATION) ZONING DISTRICTS

#4671

Sponsor:

**Council
Member
Oliver**

WHEREAS, in light of the onset of innovative indoor agricultural production practices in nontraditional urban settings, including indoor vertical farming and hydroponic farming, the City would like to update Chapter 48 of the City Code (the “Zoning Code”) to encourage and promote these practices within the City; and

WHEREAS, the benefits of urban farming practices related to plant cultivation include (1) the creation of jobs and development of the local workforce, (2) increased local food production, year round, particularly in areas identified as urban food deserts, (3) support for the local food infrastructure by providing fresh produce for restaurants and grocers, (4) creation of new markets for agricultural producers, consumers, and businesses, (5) revitalization of abandoned and underused properties, and (6) community engagement; and

WHEREAS, the City would like to amend the Zoning Code to permit indoor commercial horticultural operations within the City, in which vegetables, herbs, fruits, flowers and other plants will be cultivated commercially for wholesale or retail sales and distribution; and

WHEREAS, such operations would be limited to completely enclosed buildings or greenhouses to (1) secure the space and provide a controlled environment, (2) minimize impacts from harmful pests and pathogens, (3) protect against harsh weather conditions and allow year-round operation, (4) reduce water usage, (5) eliminate site runoff, and (6) keep pollutants, such as fertilizers, from entering the groundwater and soil; and

WHEREAS, at its June 18, 2019 meeting, the City Planning Commission reviewed this Ordinance and, by its Resolution 08-19, recommended the proposed amendments to the Zoning Code contained in this Ordinance; and

WHEREAS, City Council deems it necessary and appropriate to amend the Zoning Code to (1) define indoor commercial horticultural operations and related terminology, (2) permit such operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts, and (3) establish parking requirements for such operations.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Chapter 48 of the City Code is hereby amended by amending Section 48-2 thereof by adding the underlined language to read as follows:

Sec. 48-2. - Definitions.

....

Indoor commercial horticultural operation means a commercial operation that grows vegetables, herbs, fruits, flowers, or other plants, which are not deemed illegal to grow, possess, or distribute under federal or Delaware law, for wholesale or retail sales and distribution. The operation must take place wholly within completely enclosed buildings or greenhouses, in a manner that does not create, emit, or discharge noxious or offensive odors. These operations include plant nurseries, hydroponic farms, and vertical farms.

Greenhouse means a permanent structure made of glass, plastic, or fiberglass, in which plants may be cultivated year-round under controlled temperature and humidity settings.

Hydroponic means a method in which plants are propagated using a mechanical system designed to circulate a solution of nutrients in a water solvent.

Hydroponic farm means an operation that grows plants using hydroponic growing methods.

Plant nursery means an operation where plants are grown, propagated, and stored for wholesale or retail sales and distribution.

Vertical farm means an operation that grows plants in vertically stacked layers.

SECTION 2. Chapter 48 of the City Code is hereby amended by amending Section 48-197 thereof by adding the underlined language to read as follows:

Sec. 48-197. - C-5 districts.

....

(c) *Uses permitted as a matter of right.* The following uses are permitted as a matter of right:

....

(10) Indoor commercial horticultural operation.

....

SECTION 3. Chapter 48 of the City Code is hereby amended by amending Section 48-246 thereof by adding the underlined language to read as follows:

Sec. 48-246. - M-1 districts.

....

(b) *Permitted uses.* In any M-1 district no building or premises shall be used and no building shall be erected or altered, except as provided elsewhere in this chapter, which is arranged, intended or designed to be used except for one or more of the uses listed below, and subject to off-street parking and loading requirements of article X of this chapter:

....

(19) Indoor commercial horticultural operation.

....

SECTION 4. Chapter 48 of the City Code is hereby amended by amending Section 48-336 thereof by adding the underlined language to read as follows:

Sec. 48-336. - W-1 district.

....

(b) *Uses permitted as a matter of right.* The following uses are permitted as a matter of right:

....

(15) Indoor commercial horticultural operation.

....

SECTION 5. Chapter 48 of the City Code is hereby amended by amending Section 48-337 thereof by adding the underlined language to read as follows:

Sec. 48-337. - W-2 district.

....

(b) *Uses permitted as a matter of right.* The following uses are permitted as a matter of right:

....

(20) Indoor commercial horticultural operation.

....

SECTION 6. Chapter 48 of the City Code is hereby amended by amending Section 48-338 thereof by deleting the stricken language and adding the underlined language to read as follows:

Sec. 48-338. - W-3 district.

(b) *Uses permitted as a matter of right.* The following uses are permitted as a matter of right:

....

(5) ~~Horticultural use.~~ Indoor commercial horticultural operation.

....

SECTION 7. Chapter 48 of the City Code is hereby amended by amending Section 48-445 thereof by adding the underlined language to read as follows:

Sec. 48-445. - Parking spaces accessory to storage, manufacturing and industrial uses and indoor commercial horticultural operations.

After March 8, 1962, no building shall be erected for the storage, manufacturing and industrial uses listed in the following table unless accessory parking space is provided and maintained on the premises in accordance with the requirements specified in such table:

Use and District		Minimum Amount of Parking Space Required
Warehouse or storage establishment <u>or</u> <u>indoor commercial horticultural operation:</u>		
	C-1, C-2, C-3, C-4, C-5, C-6, M-1, M-2, W-1, W-2, W-3	One for each 3,000 square feet of gross floor area
	C-2-A	The greater of one for each employee or one for each 2,000 square feet of gross floor area
Manufacturing or industrial establishment:		
	C-2-A	The greater of one for each employee or one for each 2,000 square feet of gross floor area
	M-1, M-2, W-1, W-2, W-3	One for each three employees, computed on the basis of the estimated maximum number of employees at any one time, in an establishment with four or more employees

SECTION 8. This Ordinance shall be effective upon its passage by City Council and approval by the Mayor.

First Reading June 20, 2019
Second Reading June 20, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance amends Chapter 48 of the City Code to define indoor commercial horticultural operations and certain related terminology and to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts. This Ordinance also establishes parking requirements for indoor commercial horticultural operations.

W0106313

Wilmington, Delaware
June 20, 2019

#4672

Sponsor:

**Council
Member
Oliver**

WHEREAS, on June 20, 2019, Ordinance No. 19-033 was introduced to the Wilmington City Council that proposes amendments to Chapter 48 of the City Code to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts (the “Ordinance”); and

WHEREAS, on June 18, 2019, the City Planning Commission, by its Resolution 08-19, recommended the approval of the amendments in the Ordinance after holding a duly advertised public meeting; and

WHEREAS, the City Council proposes to schedule a public hearing on July 11, 2019 for review of the Ordinance, or a Substitute thereto, to be duly advertised in conformity with Wilmington City Code Section 48-51, by publication in any newspaper of general circulation, at least once, not less than fifteen (15) days prior to the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby schedules a public hearing on said Ordinance, or a Substitute thereto, to be held on July 11, 2019 at 6:30 p.m. in the City Council Chambers to consider the proposal to amend Chapter 48 of the City Code to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts.

BE IT FURTHER RESOLVED that the President of City Council and the City Clerk are hereby directed to give public notice of said hearing in the manner and form required by the provisions of the Wilmington City Charter and City Code.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution schedules a public hearing on July 11, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed amendments to Chapter 48 of the City Code to permit indoor commercial horticultural operations as a matter of right within M-1 (Light Manufacturing), C-5 (Heavy Commercial), W-1 (Waterfront Manufacturing), W-2 (Waterfront Manufacturing/Commercial), and W-3 (Waterfront Low Intensity Manufacturing/Commercial Recreation) zoning districts.

W0106324

AN ORDINANCE TO AUTHORIZE AND APPROVE AN EXTENSION OF A CONTRACT BETWEEN THE CITY OF WILMINGTON AND PREFERRED MEAL SYSTEMS, INC. FOR THE 2020 SUMMER FOOD SERVICE PROGRAM

#4661

Sponsor:

Council
Member
Harlee

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised the specifications for Contract 19048PR - Summer Food Service Program (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Preferred Meal Systems, Inc. (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the Contract's term is from June 19, 2019 to August 23, 2019, at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals requested at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper, with the possibility of one (1) extension thereafter for Summer 2020 on the same terms and conditions, at the option of the City; and

WHEREAS, the primary purpose of the Contract is to provide meals to those in need the City of Wilmington; and

WHEREAS, the Summer Food Service Program is funded through a grant from the State of Delaware; and

WHEREAS, said extension period was included in the Contract in order to provide for continuity of service and to lock in the current meal rates; and

WHEREAS, it is the recommendation of the Department of Parks and Recreation that the City exercise its option to extend the Contract for the 2020 Summer Food Service Program.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. A one-year extension to Contract 19048PR - Summer Food Service Program - between the City of Wilmington and Preferred Meal Systems Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the 2020 Summer Food Service Program, at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper, is hereby approved, and the Mayor or his designee is hereby authorized to exercise the City's option, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 6, 2019
Second Reading..... June 6, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise its option to extend Contract 19048PR - Summer Food Service Program - between the City of Wilmington and Preferred Meal Systems, Inc. for the 2020 Summer Food Service Program at an estimated price of Six Hundred Fifty-Eight Thousand, Ninety-Eight Dollars (\$658,098.00) based on an estimated number of meals at the price of \$1.52 per Individual Breakfast, \$2.59 per Individual Lunch, and \$2.59 per Individual Supper.

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact because the Summer Food Service Program is funded through a grant from the State of Delaware.

W0105809

EXHIBIT A

Ad Number: 0003328095

Run Dates: 01/15/19, 01/22/19

The City of Wilmington will receive sealed bids
at the Div. of Procurement & Records, 5th Fl., Louis L. Redding Bldg.,
800 French St., Wilm., DE 19801 for:

19048PR-SUMMER FOOD SERVICE PROGRAM

Bid opening: Tuesday, February 5, 2019, at 3:00 p.m., in the 5th floor
Conference Room.

Specs may be obtained at the above address.

Phil Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

PC/vt

pceresini@WilmingtonDE.gov
www.WilmingtonDE.gov

1/15, 1/22-NJ

0003328095-01



The News Journal
Media Group

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WILMINGTON, DE 19801

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Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

01/15/19, 01/22/19 A.D 2019




Sworn and subscribed before me, this 22 day of January,
2019

Ad Number: 0003328095

Legal notification printed at larger size for affidavit.



ADDENDUM #1
Contract 19048PR
SUMMER FOOD SERVICE PROGRAM



In response to questions and comments that have been received we offer the following updates, clarifications. Note that only questions that were determined to be relevant have been addressed.

- Hot deliveries – is the expectation that vendors will deliver meals to sites hot or will these be heated on site by your team?
 1. Summer food meals are served cold.
- Bags of ice – are ice packs okay?
 1. All meals and milk must be kept to USDA standard of 40 degrees Fahrenheit or below. See page 13 of IFB # 8-10.
- Is it possible to get a new site list? I am unable to read the site name and addresses for the one that is currently in the packet.
 1. This information will be provided after training of sites
- Clarify that sites who will receive breakfast and lunch may receive their delivery at the same time.
 1. Breakfast and lunch meals are served and delivered at different times.
- How many days a week is chocolate milk expected to be served?
 1. Typically white (Review Schedule C)
- Our sandwiches already come in individually wrapped containers, confirming they do not need to be in an additional container or package.
 1. Individually wrapped containers are sufficient as long as it is sealed and food tray is provided.
- Are we required to serve the menu in the IFB or is this to be used a guide?
 1. The menu is a guide. Each meal is to be delivered by the vendor at the time of the projected service time. The meal is being served to be in compliance with the USDA temperature mandates by Department of Education.
- I looked back at my notes from our end of season meeting and I have a note that your students didn't like Swiss cheese in their sandwiches but I see it on the menu in Day 14. Want to make sure this is accurate?
 1. All sandwiches that include cheese are to be served with American cheese.
- I see Peanut Butter and Jelly Swirl and I wanted to make sure this is accurate with the potential allergies?
 1. The menu included is a guide. Due to allergies we do not serve peanut butter and jelly sandwiches.

- Cucumber Sauce? Is that Ranch dressing or Tzatziki Sauce?
 1. The menu included is a guide. Ranch dressing is sufficient.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 24 January 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM** will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, FEBRUARY 5, 2019, 3:00 P.M.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 25 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Special Note: Effective January 1, 2015, per City ordinance 14-042, all contracts for which competitive bidding is required, minimum wage of \$10.10 per hour must be paid to workers in the performance of any contract or subcontract with the City.

**2019
19048PR
SUMMER FOOD
SERVICE PROGRAM**



JUNE 17 – AUGUST 23, 2019
(Closed Thursday, July 4th)

**Serving Breakfast, Lunch and Dinner
for 49 Weekdays**

CITY OF WILMINGTON
SUMMER FOOD SERVICE PROGRAM

QUANTITIES:

Bid to include preparation, packaging, and delivery of meals as outlined below:

Approximately 2500 unitized breakfasts at approximately 75 sites daily.

Approximately 3000 unitized lunches at approximately 100 sites daily.

Approximately 800 unitized suppers delivered to central depot daily.

DELIVERIES:

Contractor to deliver all food and liquids to each of the designated sites or designated locations. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately 75 breakfast deliveries to be made between the hours of 7:00AM and 10:00AM. Approximately 100 lunch deliveries to be made between the hours of 11:00AM and 1:00PM. Approximately 800 supper deliveries to be made between the hours of 11:00AM and 1:00PM to the Central Depot location. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered frozen, other than juice; will cause entire days meals to be disallowed.

Vendor will supply 1 bag of ice for each 25 meals delivered to outdoor park sites. Vendor must supply 1 trash bag for every 25 meals delivered.

SITE LOCATION

The attached listed sites (Schedule A) and Central Depot (500 Wilmington Avenue, Wilmington, DE 19801) constitute the tentative delivery locations. Successful bidder may contact the following individual for complete delivery instructions and information:

Nicole R. Adams, Manager
Youth and Families Division
500 Wilmington Avenue
Wilmington, DE 19801
(302) 576-3810

TIME PERIOD

Program to commence on June 17, 2019 and to continue every week (Monday through Friday) until August 23, 2019, excluding July 4th for a total of 49 days.

FOOD REQUIREMENTS

All meals must comply with minimum meal pattern requirements established by the USDA, located in Schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to and is included in this document as Schedule C.

SEE USDA FOOD SPECIFICATIONS (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

1. Meat – U.S. Department of Agriculture inspected must be all meat and no fillers. Meats must be low fat/low sodium products. NO PORK PRODUCTS SHALL BE SERVED.
2. Grade A Real American Cheese only.
3. Fresh fruit and produce to be washed and of No.1 quality. It will be ripe and ready to eat upon delivery.
4. Fruit Juice must be full strength, no water added. Only whole juice products are acceptable. Three (3) different varieties of juice must be served each week.
5. Breads – wheat, soft, round sliced. Also includes cereal, crackers, pasta, and a variety of bread products including muffins, etc.
6. Milk means unflavored milk that meets State and local standards for fluid whole milk. Chocolate flavored drinks or beverages may not be served in place of milk.
 - a. Type – pasteurized, homogenized, Vitamin D added
 - b. Minimum butterfat content – 3.5 percent
 - c. Minimum milk solids, not fat – 8.25 percent
 - d. Maximum bacteria count – 20,000 per cubic centimeter
 - e. Milk must be fat free or 1% (low fat)

LENGTH OF CONTRACT

The length of the contract shall be June 17, 2019 – August 23, 2019. The City reserves the option to extend this contract for one additional year provided that all conditions and pricing remain the same and subject to City Council approval and funding availability. The City will give 60 days advance written notice if the contract is to be extended.

GENERAL CONDITIONS

1. Bidder may contact the following individual by email for additional information concerning this proposal: **Phil Ceresini, pceresini@wilmingtonde.gov**
2. Bidder must complete Proposal Form with all required information.
3. Bidder must submit required documentation, including health permit and inspection documentation, with bid response.
4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
5. Contractor shall supply sufficient containers for distribution of milk and meals to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.
6. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
7. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next day's delivery will be called into contractor by 2:00 p.m. daily.
8. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.

11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

All bidders must provide sponsor with a sample meal at the bid opening. Meal must be packaged and presented as it will be delivered during the program.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- A. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertisement procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
 3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

II. INSTRUCTION TO BIDDERS

A. Definitions, as used herein:

1. The term "Bid" means the bidder's offer.
2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
4. *Food service management company* means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in § 225.15."
5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
7. The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (meal juice may be unitized with other components or be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

- B. Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
- C. Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
- D. Bidders Having Interest In More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
- E. Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
- F. Evaluation of Bidders/Award of Contract:**
 1. The contract will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price.
 2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.

4. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

G. Late Bids, Modification of Bids, or Withdrawal of Bids

1. Any bid received after the exact time specified for receipt of bids will not be considered.
2. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.
3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

H. Bid Bond

For bids over \$150,000, a bid bond in the amount of 10 percent of the estimated value of the contract for which the bid is made must accompany the bid. The bid bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. No other type of bid bond is acceptable.

III. SCOPE OF SERVICES

- A. United States Department of Agriculture regulations 7 CFR Part 225, entitled Summer Food Service Program, is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
- D. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on under "Time Period" and as further specified in Schedule A.
- E. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, and trash bags, etc.).

F. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.

G. **Meal Orders**

Sponsor will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 24 hour notice. **Time for notification may be less than 24 hours if mutually agreed upon between parties of this contract.**

H. **Meal-Cycle Change Procedure**

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, **the sponsor shall be notified immediately so substitutions can be agreed upon.** The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

I. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agent shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection. Such notice must be provided to vendor by end of business Tuesday for preceding week.

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

J. Specifications

1. Packaging

- a) Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- b) Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- c) Sandwich is to be individually wrapped in addition to the overlay on the container.
- d) Cartons – Each carton to be labeled. Label to include:
 - (1) Processor's name and address (plant)
 - (2) Item identity, meal type
 - (3) Date of production
 - (4) Quantity of individual units per carton
- e) Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- f) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- g) The sponsor does require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- h) All cartons shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- i) All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- j) All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable

nonflammable material. Milk may be enclosed in the cold portion container.

- k) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

K. Delivery

1. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at each site and serving time listed on Schedule A, and Central Depot, 500 Wilmington Avenue, Wilmington, DE 19801.
2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under 7 CFR §225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted. Damaged or incomplete meals, or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
6. The contract shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
7. Hot and cold portions of meals must be delivered at the same time.

8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

L. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Any determination made by sponsor or state agency to the contrary will result in immediate disallowance of all meals assembled outside the allowable timeframe.

M. Food Specifications

1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
2. All meat, meat products, and poultry shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
3. Milk and milk products are defined as “. . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which meets State and local standards for such milk . . . All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.” Milk delivered hereunder shall conform to these specifications.

IV. GENERAL CONDITIONS

A. Supervision and Inspection of Facility

1. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
2. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product.

Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

3. The contract shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

B. Recordkeeping

1. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals after signing the delivery ticket. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.
2. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
3. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
4. Sponsor shall notify contractor by telephone, fax, or email within 24 hours of notification of disallowed meals. Sponsor must put notification in writing by end of business Tuesday for preceding week. This requirement in no way impairs the independent duty of the state agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

C. Method of Payment

1. The contractor shall submit its itemized invoices to the sponsor in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor. The sponsor requires itemized daily invoices.

2. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

C. Performance Bond Requirement

For contracts over \$150,000, a performance bond equal to at least 10 percent, but not more than 25 percent of the value of the winning contract, must be obtained by the contractor. The performance bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. The contractor must furnish a copy of the bond to the sponsor within 10 days of the contract's award. The performance bond must include the entire period that sponsor will operate the feeding program. Sponsors may not accept cash, letter of credit, trust account, land or any other form of guarantee in lieu of the performance bond.

D. Insurance

The successful bidder shall procure and maintain the following insurance:

1. Workers' Compensation in accordance with the laws of the State of Delaware.
2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.

Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.

3. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
4. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

E. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

F. Emergencies

1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after beginning of specified meal service time for lunch and one hour after beginning of specified meal service time for breakfast.
2. Emergency circumstances at the site precluding utilization of meal are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

G. Termination

1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process procurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6) and 225.15(g)(7) of the regulations.
2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given

by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.

3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$150,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
7. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
 - a) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - b) Contractor fails to deliver any one meal type on any day without sufficient justification.
 - c) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.

- d) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - e) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
 - f) Meals are not in compliance with Schedule B, meal pattern requirements.
8. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.
9. Sponsor and contractor verify right of state agency to terminate participation in the program if sponsor and/or contractor fail to abide by regulations of this program.

H. Subcontracts and Assignments

- 1. The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest herein.
- 2. In the event of any assignment, the contract shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- 3. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, contract for the eating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

I. General Provisions

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. [see www.sam.gov]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Updated 8/16/16 MAS

Updated 3/17/2011 AFB Sources: USDA MARO corrections by Marlene Stein and The Food buying Guide for Child Nutrition Programs.

CMW/SFSP2/dvj/Sched-D1

Schedule A

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Agreement Number: 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelly
(302) 576-3810 Ext. 3811
Fax: (302) 573-5675

Site Name Site Address Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Art Summer Camp Art Learning Center 534 Vandever Ave Wilmington, DE 19802	Danielle Nichols (302) 885-2751 Open School		Urban	Breakfast	X				X	X	X	6/18/2018	8/24/2018	Vended	7:30 AM	9:30 AM	80	90	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	80	90	
Ascending Generation 733 East 22nd Street Wilmington, DE 19802	Lillian Oliver (302) 364-2133 Open Recreation		Urban	Breakfast	X				X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	9:00 AM	35	45	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	2:00 PM	35	45	
Be Ready Jesus Is Coming Church 1411 W. 4th Street Praise Camp Wilmington, DE 19805	Lottie Davis (302) 655-2700 Open Recreation	2022	Urban	Breakfast	X				X	X	X	6/18/2018	8/24/2018	Vended	9:00AM	11:00AM	30	40	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	2:00 PM	30	40	
Beacon of Hope 4001 North Market Street Wilmington, DE 19802	Everette Harris (302) 764-7162 Open Other	2022	Urban	Breakfast	X				X	X	X	6/18/2018	8/24/2018	Vended	8:30 AM	9:30 AM	20	30	N
				Lunch		X	X	X	X	X				Vended	11:30AM	1:00 PM	20	30	
Belnet AME Church/ Vacation Bible Camp 604 N. Walnut St. Wilmington, DE 19801	Eleazer Malden (302) 655-1676 Open Recreation	2022	Urban	Breakfast	X				X	X	X	7/9/2018	7/13/2018	Vended	8:00 AM	10:00 AM	50	60	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	50	60	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-08

Vendor Number: No Vendor *

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Bethel Villa 506 E. 5th Street One Village (9) Alliance Wilmington, DE 19801	LaTangela McDuffy (317) 806-7006 Open Recreation	2022	Urban	Breakfast		X	X		X	X	X	6/25/2018	8/16/2018	Vended	9:30 AM	11:30 AM	40	50		N
				Lunch		X	X		X	X	X			Vended	12:00 PM	2:00 PM	40	50		
Brown, Chinnock Park 7th and Duncan Streets Browtown, Southside of Maryland Ave. Wilmington, DE 19805	Stephanie Harrison (302) 697-7719 Open Recreation	2022	Urban	Breakfast		X	X		X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	10:30 AM	15	25		N
				Lunch		X	X		X	X	X			Vended	11:30 AM	1:30 PM	20	30		
Brown, Burton, Winchester 25th and Pine Streets Wilmington, DE 19802	Michael Miller (561) 350-4023 Open Recreation		Urban	Breakfast		X	X		X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	10:30 AM	13	23		N
				Lunch		X	X		X	X	X			Vended	11:00 AM	1:00 PM	1000	1010		
C.O.W. - Camp Barnes 500 Wilmington Avenue Municipal Complex Wilmington, DE 19801	Nichole Torrence (302) 576-3847 Open Recreation	2022	Urban	Lunch							X	7/6/2018	7/27/2018	Vended	11:00AM	1:00 PM	50	60		N
C.O.W. - Green Jobs 500 Wilmington Avenue Municipal Complex Wilmington, DE 19801	Nichole Torrence (302) 576-3847 Open Recreation	2022	Urban	Breakfast		X	X		X	X	X	6/25/2018	8/10/2018	Vended	7:30 AM	9:30 AM	30	40		N
				Lunch		X	X		X	X	X			Vended	12:00 PM	2:00 PM	30	40		

Central Depot

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
C.O.W. - Summer Enrichment Camp 2200 Baynard Blvd. Wilmington, DE 19801	Nichole Tomence (302) 576-3647 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/10/2018	Vended	8:00 AM	10:00 AM	40	50	N	
				Lunch		X	X	X	X				Vended	11:30AM	1:00 PM		40
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Central Baptist Church 839 N. Pine Street Wilmington, DE 19801	Delma Hickman (302) 652-4960 Open Recreation	2022	Urban	Supper	X	X	X	X	6/18/2018	8/24/2018	Vended	6:00 PM	8:00 PM	30	40	N	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Church of Jesus Christ 513 West 18th Street Wilmington, DE 19802	Dwight Higgin (302) 409-0494 Open Other	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/10/2018	Vended	9:00 AM	9:30 AM	40	50	N	
				Lunch		X	X	X	X				Vended	12:00PM	2:00 PM		40
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Church of the Living Word 810-816 S. Hearld Street Wilmington, DE 19801	Shawn Stallings (302) 654-5159 Open Recreation	2022	Urban	Supper	X	X	X	X	7/16/2018	7/20/2018	Vended	6:30 PM	8:00 PM	25	35	N	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	W	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Dorci Amarah Academy 408 East 8th Street Wilmington, DE 19801	Tahsyrn Kuma'el (302) 521-2054 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	7/27/2018	Vended	8:00 AM	10:00 AM	25	35	N	
				Lunch		X	X	X	X				Vended	12:00 PM	2:00 PM		25

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

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Sponsor Schedule A- 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TIW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
DE CHANCE Foundation Summer Camp 800 Maryland Ave. - 1st Floor Open Wilmington, DE 19805	Foodstore (267) 298-0569 Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	7:30 AM	8:30 AM	35	35	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	35	35	
Delaware Adolescent Program, Inc. 2900 N. Vanburen Street Wilmington, DE 19802	Family Fields (302) 764-9740 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	7/19/2018	Vended	8:30 AM	9:30 AM	7	10	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:00 PM	7	10	
Delaware College for Arts 600 N. Market Street Wilmington, DE 19801	Falcons Road (302) 622-8000 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:30 AM	9:30 AM	15	25	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	15	25	
Delmont School 215 W 23rd Street Wilmington, DE 19802	April Samuels (302) 416-6180 Open School	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	9:00 AM	10	20	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	10	20	
Eastwren Park 35th & Church Street Wilmington, DE 19802	Elbow Amherstville (302) 761-3606 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:15 AM	11:00 AM	20	30	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	25	35	

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Ebert Palmer Park D & South Buttonwood Street (302) 463-9012 Southbridge Wilmington, DE 19801	Helen Brown (302) 463-9012 Open Other	2022	Urban	Breakfast		X	X	X	X		6/18/2018	8/24/2018	Vended	10:15AM	11:00AM	10	20	N
				Lunch		X	X	X	X				Vended	11:45AM	1:45 PM	15	25	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Ebert Park Evening Program D & South Buttonwood Street (302) 463-9012 Southbridge, DE 19801	Helen Brown (302) 463-9012 Open Other	2022	Urban	Supper		X	X	X	X		7/2/2018	8/10/2018	Vended	4:00 PM	600 PM	25	35	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Elsmere Presbyterian Child Care Center 606 New Road Wilmington, DE 19805	Kathy Strab (302) 998-2070 Open Other	2022	Rural	Breakfast		X	X	X	X		6/18/2018	8/24/2018	Vended	700 AM	900 AM	45	55	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Father Tucker Park 981 & Lincoln Street Wilmington, DE 19801	Yara Cosell (302) 298-6705 Open Other		Urban	Breakfast		X	X	X	X		6/18/2018	8/24/2018	Vended	10:15 AM	11:00AM	55	65	N
				Lunch		X	X	X	X				Vended	12:00 PM	1:45 PM	55	65	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Gins Inc. of Delaware 1501 North Walnut Street Suite 100 Delivery Parking Lot/ Back Door Wilmington, DE 19801	Dianne Victory (302) 575-1041 Open Recreation	2022	Urban	Breakfast		X	X	X	X		6/18/2018	8/24/2018	Vended	8:30 AM	10:30 AM	20	30	N
				Lunch		X	X	X	X				Vended	12:30 PM	2:30 PM	20	30	

Delaware Department of Education
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Summer Food Service Program

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Haynes Park 701 West 34th Street Wilmington, DE 19802	Kayla Brown (302) 576-3835 Open Other	2022	Urban	Breakfast	X	X	X	X	X			6/18/2018	8/24/2018	Vended	10:30 AM	11:00AM	15	25	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	1:45 PM	20	30	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Haynes Park Evening 701 West 34th Street Wilmington, DE 19802	Lynnie Garvin (302) 397-9031 Open Recreation	2022	Urban	Supper	X	X	X	X	X			6/25/2018	8/10/2018	Vended	4:00 PM	6:00 PM	20	30	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Herbert Chambers Park 501 N. Madison Street Wilmington, DE 19801	Melinda McRoy (302) 576-3835 Open Other	2022	Urban	Breakfast	X	X	X	X	X			6/18/2018	8/24/2018	Vended	9:45AM	10:45 AM	25	35	N
				Lunch		X	X	X	X	X				Vended	11:45AM	1:45 PM	30	40	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Herbert Chambers Park Evening Program 501 North Madison Street Wilmington, DE 19801	Melinda McRoy (302) 384-4183 Open Other	2022	Urban	Supper	X	X	X	X				7/22/2018	8/10/2018	Vended	4:00 PM	6:00 PM	65	75	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Herrman Holloway Evening 7th & Lombard Street Wilmington, DE 19801	Danyelle Hopkins (757) 537-3274 Open Recreation		Urban	Supper	X	X	X	X				6/25/2018	8/10/2018	Vended	4:00 PM	6:00 PM	50	60	N

Delaware Department of Education
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Hill Top Lutheran Neighborhood Center 1018 West 6th Street Wilmington, DE 19805	Matthew Johnson (302) 656-3234 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	65	75	N
				Lunch		X	X	X	X	X				Vended	11:00 AM	1:00 PM	120	130	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Holloway Park 7th & Lombard Street Wilmington, DE 19801	Nishesha Garvin (302) 761-0466 Open Other		Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	10:00 AM	11:00AM	15	25	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	1:45PM	25	35	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
I AM Leadership Academy - Kiddz Fit 4 Life 854 South Old Baltimore Pike Newark, DE 19702	Valerie Brown-Baiz (302) 314-5230 Open Recreation	2022	Rural	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	130	140	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	140	150	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Judy Johnson Park 3rd & DuPont Sts Wilmington, DE 19805	Trent Williams (302) 740-6381 Open Other		Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	9:00 AM	11:00 AM	30	40	N
				Lunch		X	X	X	X	X				Vended	11:45AM	1:45 PM	50	60	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Kingswood Community Center 2300 Bowers St Wilmington, DE 19802	Jade Thomas (302) 764-9022 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	50	60	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	50	60	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Kirkwood Park Evening 11th and Kirkwood Street Intersection of Kirkwood and Pine Street Wilmington, DE 19801	Erin Hull (302) 576-3844 Open Recreation	2022	Urban	Supper	X	X	X	X	6/18/2018	8/24/2018	Vended	6:00 PM	8:00 PM	48	50	N
Kosciuszko Park Broom and Maple Intersections of Maple and Broom Wilmington, DE 19805	Tammi Durnold (302) 367-4527 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	9:45 AM	10:45 AM	25	35	N
				Lunch	X	X	X	X			Vended	11:45AM	1:45 PM	30	40	
Kosciuszko Park Evening Program Broom and Maple Intersection of Broom and Maple Wilmington, DE 19805	Tammi Durnold (302) 576-3810 Open Other		Urban	Supper	X	X	X	X	6/25/2018	8/10/2018	Vended	4:00 PM	6:00 PM	45	55	N
Leading Youth Through Empowerment 2200 North Locust Street Wilmington, DE 19802	Andrew Smith (302) 776-1101 Open Recreation		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	56	65	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	55	65	
Lf's Summer Enrichment (Marina Church) 4066 New Castle Avenue Amazing Temple of Praise New Castle, DE 19720	Chena Harris (302) 764-6853 Open Recreation	2022	Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	7:30 AM	9:30 AM	34	44	N
				Lunch	X	X	X	X			Vended	11:30 AM	12:30 PM	34	44	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-05

Vendor Number: No Vendor*

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Mother African Union Church 812 N Franklin Street Peter Spencer Family Life Foundation/Freedom School School Wilmington, DE 19806	Francis Livingston (302) 438-5820 Open	2022	Urban	Breakfast		X	X	X	X	6/15/2018	8/24/2018	Vended	7:00 AM	9:00AM	90	100	N
				Lunch		X	X	X	X				Vended	11:00 AM	1:00 PM	51	61
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Muslim Center of Wilmington 2102 Northeast Blvd. Wilmington, DE 19802	Rasheeda Bey (302) 571-0532 Open Recreation	2022	Urban	Breakfast		X	X	X	X	6/15/2018	8/24/2018	Vended	7:30 AM	9:30 AM	21	31	N
				Lunch		X	X	X	X				Vended	11:00 AM	1:00 PM	21	31
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Neighborhood House/Southbridge 1218 B Street Wilmington, DE 19801	Cynthia Williams (302) 652-3928 Open Recreation	2022	Urban	Breakfast		X	X	X	X	6/15/2018	8/17/2018	Vended	8:00 AM	10:00 AM	40	50	N
				Lunch		X	X	X	X				Vended	11:30AM	1:30 PM	40	50
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
New Compton Town House Apartment Camp 831 A Towne Court Wilmington, DE 19801	Tondra Mangrum (302) 571-0217 Open Recreation	2022	Urban	Breakfast		X	X	X	X	6/15/2018	8/24/2018	Vended	9:00 AM	11:00 AM	30	40	N
				Lunch		X	X	X	X				Vended	12:00 PM	2:00 PM	30	40
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
New Destiny Fellowship 905 E. 16th Street Wilmington, DE 19802	Janice Dupree (302) 752-5600 Open Other		Urban	Supper		X	X	X		8/13/2018	8/19/2018	Vended	6:30 PM	7:30 PM	50	60	N

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
New Vision Ministries 100 West 24th Street Wilmington, DE 19802	Maria Ushery (302) 241-7438 Open Other	2022	Urban	Breakfast	X	X	X	X	X	7/16/2018	7/20/2018	Vended	9:00 AM	10:00 AM	25	35	N
				Lunch		X	X	X	X			Vended	12:00 PM	2:00 PM	25	35	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
No Limit Mentoring Empowerment Program 701 West 34th St Wilmington, DE 19801	Shamecca Wootson (302) 345-9777 Open Recreation	2022	Urban	Supper	X		X	X	X	7/18/2018	8/24/2018	Vended	6:00 PM	7:00 PM	65	75	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Notan Learning Academy 1507 Maryland Avenue Wilmington, DE 19805	Tia Parris (302) 358-6646 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/25/2018	8/10/2018	Vended	8:00 AM	10:00 AM	18	28	N
				Lunch		X	X	X	X			Vended	12:00 PM	2:00 PM	18	28	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
North Lake Village 400 Catherine Street Middletown, DE 19709	Janet Wilson (302) 378-0878 Open Recreation		Rural	Lunch		X	X	X	X	7/16/2018	8/24/2018	Vended	12:00 PM	1:30 PM	50	60	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Oakmont Park Oakmont Drive New Castle, DE 19720	Ivy Jones-Lechetter (302) 268-7946 Open Other		Rural	Breakfast	X	X	X	X	X	8/16/2018	8/24/2018	Vended	10:30 AM	11:00 AM	25	35	N
				Lunch		X	X	X	X			Vended	12:00 PM	1:45 PM	25	35	

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
One Love Evening Park 24th and Tainall Street Wilmington, DE 19802	Mecia Jordan-Oliveras (302) 267-3996 Open Recreation		Urban	Supper	X	X	X	X	X			6/18/2018	8/24/2018	Vended	4:00 PM	6:00 PM	15	25		N
One Love Park One Love Park/Tainall 24th and Tainall Street Wilmington, DE 19802	Alecia May (302) 333-0731 Open Other		Urban	Breakfast	X	X	X	X	X			6/18/2018	8/24/2018	Vended	10:30 AM	11:30 AM	25	35		N
				Lunch	X	X	X	X	X					Vended	12:15 PM	1:45 PM	25	35		
One Village Alliance 900 N. Washington Street Wilmington, DE 19802	Chanda Pitts (302) 275-1715 Open Other	2022	Urban	Breakfast	X	X	X	X	X			7/9/2018	8/10/2018	Vended	11:30 AM	12:30 PM	30	40		N
				Lunch	X	X	X	X	X					Vended	3:30 PM	4:30 PM	30	40		
People's Baptist Church F.G.M. 50 South Street New Castle, DE 19720	Cheryl Whalen (302) 437-7611 Open Other	2022	Rural	Breakfast	X	X	X	X	X			7/16/2018	8/24/2018	Vended	9:45 AM	10:45 AM	25	35		N
				Lunch	X	X	X	X	X					Vended	12:30 PM	2:30 PM	25	35		
Police Athletic League Evening 3707 North Market Street Wilmington, DE 19802	Deidra Golden (302) 764-6170 Open Recreation	2022	Urban	Supper	X	X	X	X	X			6/18/2018	8/24/2018	Vended	4:00 PM	6:00 PM	45	55		N

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year) 2022	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Police Athletic League of Wilmington 3707 North Market Street Wilmington, DE 19802	Kenny Jackson (302) 764-6170 Open Recreation		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	125	135	N	
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	125	135		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year) 2022	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Presbyterian Church of the Covenant 503 Duncan Road Wilmington, DE 19809	Elaine Murphy (302) 824-8860 Open Recreation		Rural	Supper	X	X	X	X	7/23/2018	7/26/2018	Vended	500 PM	600 PM	55	65	N	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year) 2022	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Rose of Sharon II 200 West 29th Street Wilmington, DE 19802	Maurice Jones (302) 761-9623 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	800 AM	10:00 AM	10	20	N	
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	10	20		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year) 2022	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Rosegate Park 24a Thorn Court (Circle) New Castle, DE 19720	Mary Blanga (302) 723-3615 Open Other		Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	1030 AM	1115AM	25	35	N	
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	25	35		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year) 2022	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Roseville Park (Holloway Terrace) 19 Lambson Lane New Castle, DE 19720	Cherry Reed (302) 358-7472 Open Other		Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	11:00AM	15	25	N	
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25		

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Salvation Army Day Camp Summer Day Camp 400 North Orange Street Wilmington, DE 19801	Kathleen Gill (302) 472-0711 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	7:30 AM	9:30 AM	40	50	N
				Lunch		X	X	X	X	X			Vended	11:30AM	1:30 PM	50	60		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Simonds Garden Park 84 Simonds Drive New Castle, DE 19720	Patricia King (302) 565-9081 Open Other	2022	Rural	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	10:00 AM	11:00 AM	15	25	N
				Lunch		X	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Spirit Life Early Learning Center 3401 Governor Printz Blvd Wilmington, DE 19802	Anita Emory (302) 754-7690 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	8:00 AM	9:30 AM	25	35	N
				Lunch		X	X	X	X	X			Vended	12:00 PM	1:30 PM	25	35		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Summer Youth Employment Training 200 S. DuPont Street @ Bayard Middle School Wilmington, DE 19805	Ed Correa (302) 576-3810 Open Recreation	2022	Urban	Lunch				X		6/12/2018	8/18/2018	Vended	11:00 AM	1:00 PM	150	160	N		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?			
Summer Youth Employment Training II - Afternoon 200 S. DuPont Street Wilmington, DE 19805	Ed Correa (302) 576-3849 Open Recreation	2022	Urban	Lunch				X		6/20/2018	8/6/2018	Vended	4:00 PM	6:00 PM	150	160	N		

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Agreement Number: 01-06

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Wilmington Department of Youth & Families-0000000025
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Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	RF	\$	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Saratoga Dunleith Park Anderson and Bethune Drives In the Development of Dunleith Wilmington, DE 19801	Amber Kelley (302) 310-1711 Open Other		Rural	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	11:00AM	15	25	N
				Lunch	X	X	X	X	X			Vended	12:00 PM	1:45PM	15	25	
Thomas A. Edison Charter School 2200 North Locust Street Wilmington, DE 19802	Marquita Ransom (302) 778-1101 Open School		Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	160	170	N
				Lunch	X	X	X	X	X			Vended	11:00 AM	1:00 PM	160	170	
Tilton Park 7th and 8th and Franklin Streets Intersection of 8th and Franklin Streets Wilmington, DE 19805	Rocin Williams (302) 266-7788 Open Other		Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	10:30 AM	11:30 AM	25	35	N
				Lunch	X	X	X	X	X			Vended	12:30 PM	1:45 PM	35	45	
Trinity Church PSFLF CDF Freedom School 11106 North Adams Street Wilmington, DE 19801	Isalah Boone (309) 353-4223 Open Recreation	2022	Urban	Lunch	X	X	X	X	X	6/25/2018	8/10/2018	Vended	12:00 PM	1:00 PM	40	50	N
Urban Promise - Camp Amen 406 East 8th Street People's Settlement Wilmington, DE 19801	Naomi Rider (518) 260-0626 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	80	90	N
				Lunch	X	X	X	X	X			Vended	12:00 PM	2:00 PM	80	90	

Report Run: 10/18/2018 11:11:02AM

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise - Camp Faith 718 N. Monroe Street Wilmington, DE 19801	Marcus Bryant (302) 751-0216 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			7/2/2018	8/3/2018	Vended	9:00 AM	10:00 AM	45	56		N
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	45	55		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise - Camp Freedom 3401 Thatcher Street Wilmington, DE 19802	Tim Lewis (302) 521-2711 Open Recreation		Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75		N
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise/Camp Hope 451 Townsend Street Mt Joy (834) Church Wilmington, DE 19801	Andrew Harris (304) 356-0673 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75		N
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise/ Camp Haven 1502 West 13th Street NKA/Camp Promise Wilmington, DE 19806	James Russell (302) 290-9886 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75		N
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise/Camp Harmony 3301 North Market Street Wilmington, DE 19801	Than Peterson (207) 210-4217 Open Recreation		Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75		N
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Urban Promise/Camp Victory St. Joseph Church 1012 French Street Wilmington, DE 19801	Josh Gregor (856) 759-2176 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/29/2018	8/3/2018	Vended	8:00 AM	10:00 AM	80	90	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	80	90	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Victorious Faith Christian Worship Center 500 Concord Avenue Wilmington, DE 19802	Lucette Smith (302) 365-4046 Open Recreation	2022	Urban	Supper	X	X	X	X	7/23/2018	8/24/2018	Vended	5:30 PM	7:30 PM	45	55	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Village of Eastlake 2412 Thatcher Street Wilmington, DE 19802	Chelise Harris (302) 764-0215 Open Recreation		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	9:30 AM	11:00 AM	15	25	N
				Lunch	X	X	X	X			Vended	12:30 PM	2:00 PM	15	25	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
West End Neighborhood House 710 North Lincoln Street Wilmington, DE 19805	Mara Shevchenko (302) 658-4171 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:30 AM	10:30 AM	100	110	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	100	110	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
William Hicks Anderson Community Center 501 N. Madison Street Wilmington, DE 19801	Carolyn Peck (302) 571-4256 Open Recreation	2022	Urban	Breakfast	X	X	X	X	7/2/2018	8/17/2018	Vended	7:30 AM	9:30 AM	80	90	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	95	105	

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06

Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelly
(302) 576-3810 Ext. 3811
Fax: (302) 573-5675

Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	Trv	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Windows of Heaven Child Care 3007 North Tainall Street Wilmington, DE 19802	Ela Cunningham (302) 764-0683 Open Other	2022	Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	10	20	H
				Lunch	X	X	X	X	X			Vended	11:30AM	1:30 PM	10	20	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Woodlawn Park 4th and Fertis Streets Wilmington, Delaware, DE 19805	Mona Sampson (302) 602-3648 Open Other		Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00AM	11:00 AM	13	23	H
				Lunch	X	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Xavier School Z & Z Early Learning Center 1315 North Union Street Wilmington, DE 19806	Stephania Aziz (302) 555-1962 Open Other	2022	Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	45	55	H
				Lunch	X	X	X	X	X			Vended	11:00 AM	1:00 PM	45	55	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	Trv	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Youth Empowerment Program 1009 Sycamore Street Wilmington, DE 19805	Coley Harris (302) 397-8445 Open Recreation	2022	Urban	Lunch	X	X	X	X	X	6/18/2018	8/24/2018	Vended	2:00 PM	4:00 PM	75	85	H
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	Trv	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?	
Youth Law Enforcement Academy 500 Wilmington Avenue Wilmington, DE 19801	Ruth Townsend (302) 379-3155 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/18/2018	6/28/2018	Vended	8:30 AM	10:30 AM	25	35	H
				Lunch	X	X	X	X	X			Vended	12:00 PM	2:00 PM	25	35	

Schedule B
U.S. DEPARTMENT OF AGRICULTURE
REQUIRED MEAL PATTERNS

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ²
Vegetables and Fruits – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Vegetable or fruit or	½ cup	½ cup total ⁴	½ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid ounces)		½ cup (6 fluid ounces) ⁵
Grains/Breads⁶ – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁷	1 serving ⁷	1 serving ⁷
Cold dry cereal or	½ cup or 1 ounce ⁸		½ cup or 1 ounce ⁸
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat/Meat Alternates Equivalent quantity of any combination of...	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ⁹ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	½ cup	½ cup ¹	½ cup ¹
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹⁰ or		1 ounce=50% ¹¹	1 ounce
Yogurt ¹²	4 ounces or ½ cup	8 ounces or 1 cup	4 ounces or ½ cup

1 For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
2 Served as a beverage or on cereal or used in part for each purpose.
3 Served as a beverage.
4 Serve two or more kinds of vegetable or fruits or a combination of both. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5 Juice may not be served when milk is served as the only other component.
6 Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or fortified.

7 Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
8 Either volume (cup) or weight (ounce), whichever is less.
9 Must meet the requirements of 7 CFR 225 Appendix A.
10 Tree nuts and seeds that may be used as meat alternate are listed in program guidance.
11 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
12 Plain or flavored, unsweetened or sweetened.

SCHEDULE C
WILMINGTON DEPARTMENT OF PARKS AND RECREATION
SUMMER BREAKFAST PROGRAM

BREAKFAST MENU

DAY 1	FRESH FRUIT HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT APPLE JUICE WHITE MILK 1%
DAY 2	FRUIT JUICE BLUEBERRY MUFFIN FRUIT CUP WHITE MILK 1%
DAY 3	PEAR CUP (1/2 CUP) CINNAMON BAGEL CREAM CHEESE PINEAPPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 4	STRAWBERRY YOGURT BANANA MUFFIN FRESH PLUM ORANGE JUICE MILK 1%
DAY 5	APPLE SAUCE (1/2 CUP) WHOLE GRAIN/CINNAMON ROLL GRAPE JUICE (1/2 CUP) WHITE MILK 1%
DAY 6	FRESH FRUIT CRISPY WHEAT & RAISINS OR EQUIVALENT ORANGE JUICE (1/2 CUP) WHITE MILK 1%
DAY 7	FRESH FRUIT GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT APPLE SAUCE (1/2 CUP) MILK 1%
DAY 8	BAGEL WITH JELLY ORANGE JUICE MILK 1%

BREAKFAST MENU
(continued)

DAY 9	FRESH FRUIT FRUIT LOOPS (1 CUP) APPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 10	FRESH FRUIT DONUT GRAPE JUICE MILK 1%
DAY 11	FRESH FRUIT STRAWBERRY BREAKFAST BAR ORANGE JUICE (1/2 CUP) MILK 1%
DAY 12	FRESH FRUIT FRUIT YOGURT GRAHAM CRACKERS APPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 13	FRESH FRUIT FROSTED FLAKES (1 CUP) GRAPE JUICE (1/2 CUP) WHITE MILK 1%
DAY 14	APPLE SAUCE (1/2 CUP) MINI WHEATS LITTLE BITES (1 CUP) ORANGE JUICE (1/2 CUP) WHITE MILK 1%
DAY 15	FRESH FRUIT CINNAMON ROLL/WHOLE GRAIN FRUIT JUICE (1/2 CUP) WHITE MILK 1%

**WILMINGTON DEPARTMENT OF PARKS AND RECREATION
SUMMER LUNCH AND DINNER PROGRAM**

(Supper menu will be the same menu as lunch.)

LUNCH MENU/SUPPER MENU

DAY 1	TURKEY HAM & AMERICAN CHEESE HAMBURGER ROLL MUSTARD APPLE SAUCE ORANGE JUICE GRAHAM CRACKERS 1% CHOCOLATE MILK
DAY 2	LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN FRENCH DRESSING CRACKERS APPLE MUFFIN PINEAPPLE JUICE 1% CHOCOLATE MILK
DAY 3	SLICED TURKEY KAISER ROLL MIXED FRUIT CUP GRAPE JUICE MAYONNAISE GRAHAM CRACKERS 1% CHOCOLATE MILK
DAY 4	SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN MAYONNAISE PINEAPPLE TIDBITS 1% CHOCOLATE MILK
DAY 5	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD PEACH CUP APPLE JUICE MUSTARD 1% CHOCOLATE MILK
DAY 6	AMERICAN CHEESE & TURKEY BREAST WHEAT BREAD PEACH CUP APPLE JUICE MAYONNAISE CHEESE & CRACKERS 1% CHOCOLATE MILK

LUNCH MENU/SUPPER MENU
(continued)

DAY 7	CHICKEN SALAD WHEAT BUN PEACH CUP APPLE JUICE MAYONNAISE 1% CHOCOLATE MILK
DAY 8	PEANUT BUTTER AND JELLY SWIRL WHOLE GRAIN CRACKERS CINNAMON APPLE SAUCE RAISINS 1% CHOCOLATE MILK
DAY 9	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD MUSTARD PINEAPPLE TIDBITS APPLE JUICE LOW-FAT GRANOLA 1% CHOCOLATE MILK
DAY 10	SLICED CHICKEN KAISER ROLL MAYONNAISE GRAPE JUICE APPLE SAUCE CUP 1% CHOCOLATE MILK
DAY 11	AMERICAN CHEESE & TURKEY BREAST KAISER ROLL MAYONNAISE CELERY STICK AND CUCUMBER SAUCE APPLE JUICE MANGO SLICES 1% CHOCOLATE MILK
DAY 12	TUNA, TOMATO & LETTUCE, WITH MUSTARD AND MAYO PACKETS WAFERS GRAPES BAKED TORTILLA CHIPS W/SALSA PINEAPPLE JUICE 1% CHOCOLATE MILK

LUNCH MENU/SUPPER MENU
(continued)

DAY 13 BEEF BOLOGNA & AMERICAN CHEESE
 WHEAT BREAD
 MUSTARD
 PINEAPPLE CUP
 BABY CARROTS & CUCUMBER SAUCE
 FRUIT JUICE
 1% CHOCOLATE MILK

DAY 14 SWISS CHEESE & TURKEY HAM
 STEAK ROLL
 MUSTARD
 LETTUCE & TOMATO CUP
 MIXED FRUIT CUP
 GRAPE JUICE
 1% CHOCOLATE MILK

DAY 15 BEEF BOLOGNA & AMERICAN CHEESE
 HAMBURGER ROLL
 PEAR CUP
 FRUIT JUICE
 MUSTARD
 CELERY STICKS & CUCUMBER SAUCE
 1% CHOCOLATE MILK

See Table for portion sizes.

PROPOSAL FORM

DATE: _____

CONTRACT: 19048PR

Attached hereto is a bid bond in the amount of _____ dollars
and _____ cents.

City of Wilmington Business License Number is _____.

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals, when in its judgment, it is in the best interest of the City of Wilmington to do so.

A valid license/permit and a copy of the most recent health inspection need to be submitted with proposal form.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the City of Wilmington, Parks and Recreation (various locations), Wilmington, Delaware 19801.

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	2,500	49	Individual Breakfasts (as specified)	\$ _____	\$ _____
2	3,000	49	Individual Lunches (as specified)	\$ _____	\$ _____
3	800	44	Individual Suppers (as specified)	\$ _____	\$ _____
GRAND TOTAL					\$ _____

Location of Bidders' Preparation Facility: _____

FIRM: _____

Corporation, Partnership, Individual

PER: _____

Name (Typed or Printed)

TITLE: _____

EMAIL: _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL I.D.: _____

CONSENT OF SURETY

DATE: _____

TO: _____

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware, hereby agree that if

(Contractor)

(Address)

is awarded Contract _____. We will write the required Performance and/or Labor and Materials
Bond required by Paragraph 6 of the Instructions to Bidders.

Surety Company

BY: _____
Attorney-in-Fact



an elior company

PREFERRED MEAL SYSTEMS, INC.

Helping Future Leaders Achieve Their Potential
One Nutritious Meal at a Time



Statement of Confidentiality

The enclosed proposal and supporting documentation is the property of Preferred Meals, It contains confidential company and client information and materials.

This information has been submitted on a confidential basis and is for review solely by The City of Wilmington Summer Food Service Program for the purpose of determining the award of a contract to the successful bidder under the specification titled 19048PR-Summer Food Service Program.

The information contained herein is proprietary and not intended for public use. Reproduction or disclosure of any part of this document is prohibited without written consent of Preferred Meals.

The City of Wilmington
Division of Procurement & Records
800 French St
Wilmington, DE 19801

Dear Nicole :

Preferred Meals is pleased to have the opportunity to respond to the Summer Food Service Program Bid for the The City of Wilmington. Our team is genuinely excited about working with your agency to improve delivery of services to your students.

The enclosed comprehensive proposal contains all of the elements required by your specification to meet the goals of the The City of Wilmington. We believe we are uniquely qualified to continue to serve your organization with a nutritionally balanced, student focused, and cost efficient solution.

The City of Wilmington's program model blends perfectly with Preferred Meals' strengths:

- ◆ OPERATIONS that are state of the art
- ◆ MEALS that meet USDA standards and are student tested
- ◆ MARKETING that is robust and impactful
- ◆ PEOPLE that are experienced and customer service driven
- ◆ SYSTEMS that achieve financial results

Given the opportunity to present and discuss our proposal with you and the evaluation team, you will see the value-added services Preferred Meals will bring to The City of Wilmington Summer 2019. Thank you again for opportunity to participate in the proposal process.

Sincerely,

Shawn Devlin

Shawn Devlin
District Manager

Table of Contents

Proposal Section

Executive Summary

Meals

- Quality Standards
- Meals that Exceed USDA Standards and Are Student Tested
- Variety of Choices
- Fresh Options

Marketing

- Communication
- Merchandising
- Health and Wellness
- Innovations

People

- Leadership
- Professional Development.
- Recognition
- Experience and Customer Service

Operations

- Food Safety
- Distribution Management
- Environmentally Friendly Practices

Systems

- Cost Containment
- Information Systems
- Achieve Financial Results

Let's Get Started – The Transition Plan

Exhibits

Executive Summary For The City of Wilmington Summer Food Service Program

Preferred Meals, understands that well nourished, healthy children flourish and perform better in school. Each decision we make and every program that we develop is aimed at creating a meal experience that students will enjoy. Our goal is to be your partner in supporting student health and ultimately assisting The City of Wilmington Summer Food Service Program to influence positive educational outcomes.

Preferred Meals, has provided healthy and nutritious meals to School Districts throughout the United States for over 48 years and is the largest provider of modular meals. Our meal programs are unique in that they provide meals to students that are nutritious and prepared under the most stringent food safety guidelines starting at preparation all the way through meal service.

Annually, we deliver over 70 million meals to more than 300 school districts and charter schools in 27 states. Over the years and especially in the last several, the National School Lunch and Breakfast programs have significantly evolved. Working closely with our partners and adhering to the USDA guidelines we have consistently demonstrated the ability to adjust to this ever-changing environment. We believe that as you read our proposal you will see why The City of Wilmington Summer Food Service Program will be proud to join our partners and *Preferred Meals*.

"We wanted our students to receive a variety of healthy and fresh meals without a large food service staff and kitchen facility. I knew Preferred Meal Systems could get the job done"



Dr. Tony Chalmers
North Point Lighthouse
Charter School
Milwaukee, WI

Delivering a nutritious and appealing meal solution is at the heart of what we do at Preferred Meals; we also feel it is important to provide The City of Wilmington Summer wrap-around programs and services that enhance the meal experience.



The City of Wilmington Summer's Goals

are delivered through Preferred's Core Success Drivers

Through review of the Request for Bid process Preferred Meals has identified the following established goals by The City of Wilmington Summer that we are fully prepared to achieve through the delivery of our Core Success Drivers.

The City of Wilmington Summer Goals	Preferred Meals Core
Quality Meals for Students Quality, Taste and Palatability of Product	MEALS that Exceed the USDA Standards and are Student Tested
Experience Operational Improvement History Health Department Safety Violations Two year experience dealing with reputable food suppliers Ability to deliver pre-packaged foods	OPERATIONS that are State of the Art
Reduced Costs Price Productivity Improvement Accounting Systems Student Participation	SYSTEMS that Achieve Financial Results



***Lighthouse Academies Successfully Tackles
Its Foodservice Challenge***

In 2011, executives Lighthouse Academies, a national charter school system, won approval to operate as part of the Milwaukee Public Schools. A new charter school named North Point Lighthouse Charter School in Milwaukee's Thurston Woods neighborhood was opened on August 20, 2012.

While at one of the country's largest school districts Dr. Chalmers became familiar with Preferred Meals.

"We wanted our students to receive a variety of healthy and fresh meals; I knew that Preferred Meals could get the job done." We found that our students enjoy these healthy and well-balanced meals and there is minimal waste. And, our teachers who purchase the meals also report they are very satisfied with quality and weekly menu options available," Dr. from Chalmers reported.



MEALS



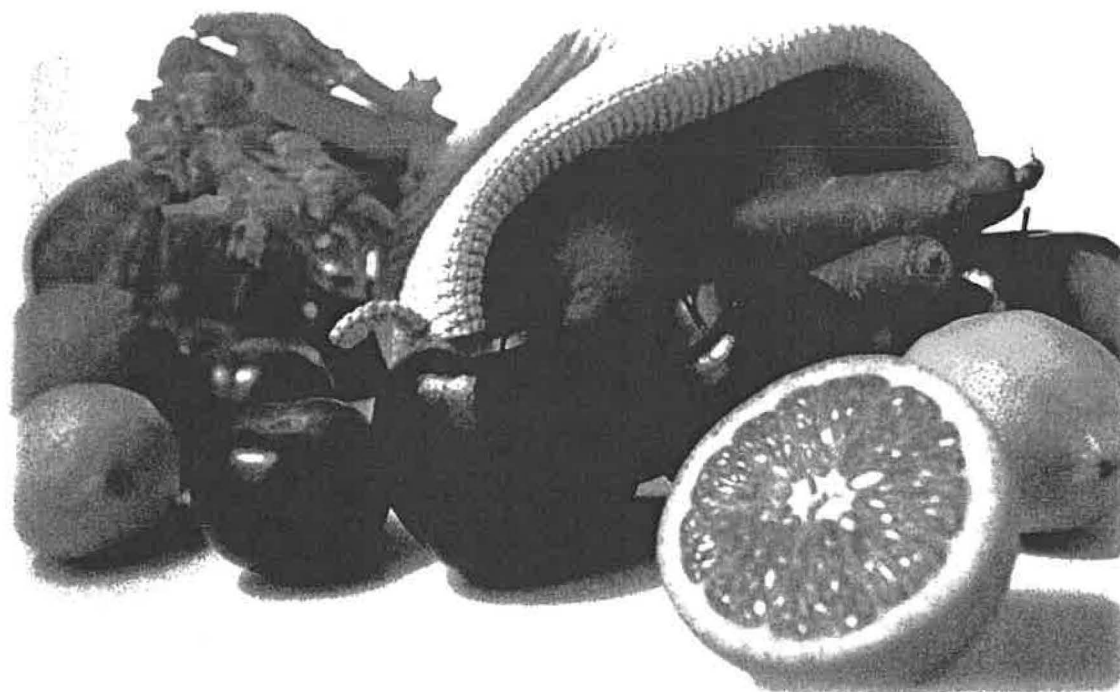
MEALS

that Exceed USDA Standards and are Student Tested

When your students receive a meal from Preferred Meal Systems, you can feel confident that they are getting a quality meal that they will enjoy. With many years of experience providing quality meals to schools in an ever-changing environment, we know that students will always want meals that taste good.

Our meals:

- Focus on Quality
- Exceed USDA Regulations
- Offer Variety
- Are Heated on-site and served with Fresh components
- Are sealed for Food Safety





Quality Standards

Preferred Meal Systems menus exceed the menu standards established by the USDA. At Preferred Meals we have established a set of Quality Standards that guide our recipe development, meal preparation and menu development.

Preferred Meal System, Inc.'s Quality Standards

- All of our meals meet the USDA's Healthier US School Challenge Silver level for nutritional requirements.
- We feature foods that contain zero Trans fats and are never fried and do not use foods that have been flash-fried.
- Our meals do not contain aspartame, saccharin, bleached or bromated flour, are free from certain artificial colors and flavors, MSG, and brominated vegetable oil.
- Our meals do not contain high fructose corn syrup.*
- Milk provided by Preferred Meals is rBST hormone free.
- We encourage the incorporation of fresh vegetables and fruits in our menus.
- 100% of all grain products that we provide are whole grain.
- We are passionate about great tasting food
- We are committed to foods that are wholesome and safe to eat.

*Exception: Several grain products and breakfast jelly.



Meals

The meal provided to The City of Wilmington Summer will be delivered in portion controlled and compliant packaging along with a combination of fresh menu items. The meals are delivered directly from our temperature-controlled vehicles to the designated program locations.

Fresh Meal Components

Encouraging students to try a variety of foods and providing them the opportunity to experience them prepared and served in a variety of ways is an important part of the school meals program. Preferred Meals includes in our menus a variety of fresh breads, fruits and vegetable each week.

Nutritionists and Dietitians

Preferred Meal System's Inc. nutritionists and dietitians are among the best in the country. They are a passionate team of professionals that plan menus with The City of Wilmington Summer students in mind. Once your menu is developed, our nutritionists and dietitians nutritionally analyze the menu using USDA approved software called Horizon VBoss. The menu is also reviewed to certify:

- ✓ Compliance with all USDA regulations
- ✓ The menus meet the requirements established within The City of Wilmington Summer's RFB.

Cristina Oala- Corporate Dietitian

Cristina Oala is a Licensed Dietitian Nutritionist in the State of Illinois with a Bachelor's Degree in Nutrition and Dietetics from Dominican University. Prior to joining the Preferred team in the spring of 2014, Cristina interned at multiple healthcare and long term care institutions as well as assisted in supervising food service and child nutrition operations. Cristina reviews menus and all meal components for compliance in the National School Meal Programs to meet the USDA and state regulations.



Cristina Oala, RD, LDN

Corporate Dietitian/Menu Coordinator
Preferred Meal Systems, Inc.



Nutritionally Compliant Audit Ready Meals

When you receive your meals from Preferred Meals you are assured that each meal will contain ingredients and nutrients that meet USDA nutritional requirements. During the preparation process, a prescribed number of meals are sampled and tested by our food technologists to ensure that our meals are compliant with all regulatory requirements for the quality and prescribed portions.

Child Nutrition (CN) Labeled Meals

Preferred Meals is proud to participate in the USDA Food and Nutrition Service Child Nutrition (CN) Labeling Program in cooperation with Food Safety and Inspection Service (FSIS) and Agricultural Marketing Service (AMS). As a USDA inspected plant under daily inspection from FSIS, Preferred Meals is authorized to CN Label all main dish products for school meals.

A sample CN logo:

CN	
XXXXXX*	
CN	This 2.31oz fully cooked Beef Patty with Textured Soy Flour provides 2.00 oz equivalent meat/meat alternate for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA XX-XX**)
CN	
* CN Identification number ** Month & Year of approval	



The USDA must authorize labels and Nutrition Services prior to use and manufacturers must have quality control procedures and inspection oversight that meet the FNS requirements. **All of Preferred Meals entrees meet the requirements of the Child Nutrition Labeling Program.**

Electronic Ingredient Statements

Preferred Meals recognizes the challenges for school administrators in accommodating students with food allergies and special diets. To relieve concerns and alleviate complexity, Preferred makes it easy to receive Product Specifications electronically for all meal components. Interested individuals, including parents, can sign-up on-line to receive access to our ingredient statements electronically. The ingredient statements provide information such as serving size, nutrient information and meal program contribution.





Variety of Selections

The development of menus for our partner School Districts are based on three primary guiding principles:

- ✓ Offering foods that children want to eat.
- ✓ Offering foods that contribute to a balanced nutritious diet.
- ✓ Offering foods that conform to your specifications.

All of our menu items are student-tested before being placed in our menu rotation. We know that a meal that is uneaten or thrown away provides no nutritional value so we design our menu with student preferences in mind.

"The students in our elementary schools and our middle school are eating a variety of meals and they like them. The meal enrollment today includes even more students participating in the paid lunch program than previous years."

Monika Jankovics
Beach Park School District 3
Beach Park, IL



Meet Your Chefs

Chefs across the country have made tremendous contributions to the school meals program. When The City of Wilmington Summer partners with Preferred Meals there will be dedicated chefs that compliment the team of professionals that plan and prepare meals for your School District.

The chefs at Preferred Meals enjoy the challenge of creating healthier versions of menu items that students will enjoy and while at the same time creating new menu selections that will encourage students to try something new. Your team of chefs come from a variety of backgrounds.



Executive Chef – Paul (PJ) Lemoncelli



Chef PJ Lemoncelli is an award winning chef with his BS in Culinary Arts Degree from the Pennsylvania College of Technology. Chef PJ has been with Preferred Meals for over eight years and brings his passion for food and culinary world to the child nutrition industry, creating nutritious, cost-effective and wholesome meals for children K-12 nationwide.

"Feeding school children is a sacred responsibility. We know how important healthy meals are to growing bodies and are passionate about developing nutritious meals that kids enjoy."

Chef PJ Lemoncelli
Corporate Chef
Preferred Meals

With an eye on market trends, Chef PJ monitors changing meal regulations in federally funded programs to design meals that not only look great, taste great and meet regulations but are popular with students as well.



Student Tested Meals

Who better than to tell us how our meals taste but students? We carefully evaluate each and every product we provide to school districts – all meals are student tested before being placed on the menu. Student taste panels meet once per month to evaluate meals and provide feedback on food preferences.

Taster

Program Highlights:

- ✓ Teach students to describe what they taste and express opinions using descriptive words and logical reasoning.
- ✓ Provides students an opportunity to build confidence in decision-making.
- ✓ Data collected helps develop products that students like.

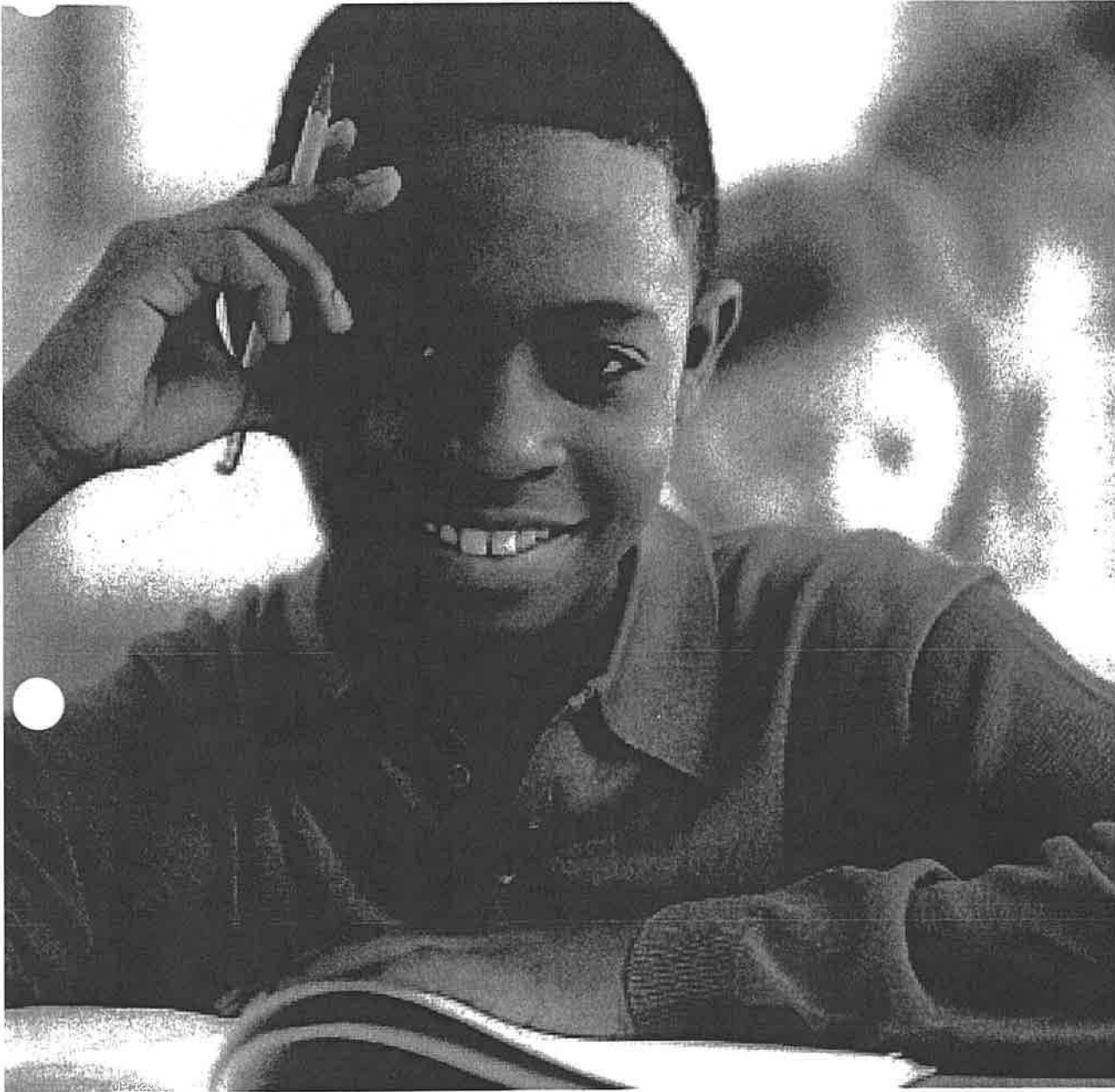


Product Development

Preferred Meal Systems has a commitment to child nutrition. Our team of Dietitians and Nutritionists closely follow USDA regulations and work with our Research and Development team to develop products that not only meet federal regulations but also taste good. New regulations set forth by the **Healthy Hunger Free Kids Act** have added a level of complexity to menu planning that has never been experienced in the National School Lunch Program. Our chef's have been busy preparing for the new requirements and have reformulated all menu items to be in compliance.

MEALS that Exceed USDA Standards and are Student Tested

- ✓ Meals exceeding the USDA standards and maximizing reimbursement
- ✓ A commitment to Quality Standards
- ✓ Purchasing practices that adhere to "Buy American" requirements and the Food Buying Guide for Child Nutrition Programs.
- ✓ A passionate team of nutritionists and dietitians that assure all menus meet the required standards, prepare documentation for certification and are available to consult with school personnel.
- ✓ Student taste tested menus that offer a variety of choices with menu items that are created by team of enthusiastic professional chefs.
- ✓ An available allergen meal program that removes the complexity of providing meals to students with food allergies.



MARKETING



MARKETING

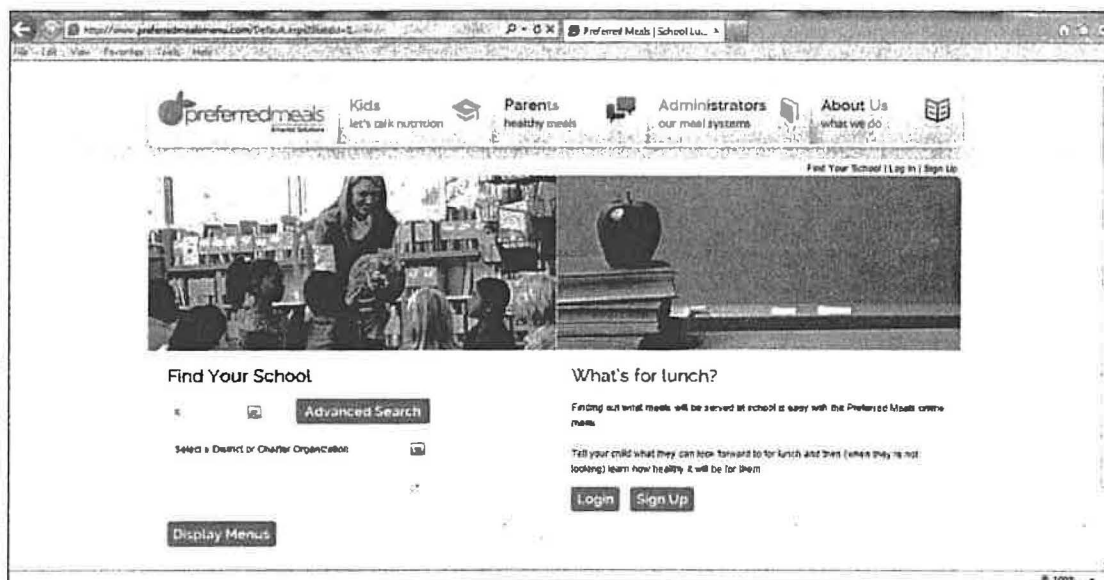
that is Robust and Impactful

Preferred Meals knows that getting to know our new customers, the stakeholders at The City of Wilmington Summer Program, is important. We have built a marketing plan that not only provides information to them but includes communication mechanisms to hear from them.

Our marketing plan:

- Is based on **Communication**
- Incorporates **Merchandising**
- Promotes **Health and Wellness**
- Drives **Innovation**
- Includes **FUN**





Interactive Menus Online

Preferred's Info Systems and Menu teams have developed a method to electronically bring The City of Wilmington Summer Program menus to parents, students and the entire community for each school. State of the art technology allows for easy access to menus and nutritional information on the web or on a mobile device for each serving site in the district. Our proprietary menu site is easily accessible and provides the daily menu, nutrition and allergy information for each item. Each site can be customized with the school or district logo. Parents, students, school staff, administrators and more, can print customized and colorful graphic menus, nutrition and allergy reports.

The menu grid features pop-up nutrition, allergy information, photos and special character designations for USDA vegetable subgroups, meatless items, whole grain, local and organic items.

The site is accessible on a PC or a mobile device for families on the go. A log-in feature allows parents to sign up to receive their students menu by email each week so knowing what is on the menu is easier than ever.

Easy linking instructions to your website are included and make your menu easily accessible at any time.

Monday September 28, 2014	Tuesday, September 30, 2014	Wednesday, October 01, 2014	Thursday, October 02, 2014	Friday, October 03, 2014	Menus by Email!
Breakfast SUPER BUN Peach Cup Orange Juice 1% Whole Milk Lunch STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School	Breakfast Strawberry Yogurt Apple Muffin Fresh Pear Blended Fruit Juice 1% Whole Milk Lunch STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School	Breakfast CHEERIOS Corn Muffin Assorted Jelly Fresh Banana Grape Juice 1% Whole Milk Lunch STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School	Breakfast Corn Muffin Assorted Jelly Fresh Banana Grape Juice 1% Whole Milk Lunch STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School	Breakfast BELGIAN WAFFLE STICKS Syrup Fresh Apple 1% Whole Milk Lunch STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School STRING CHEESE Strawberry Yogurt Vegetable Juice Applesauce Cuz Whole Wheat Crackers Fat Free Chocolate Milk Lunch High School	Menus are now available by Email! Just sign up, create a Username and Password. Check the box to receive email. Save your favorite schools. Receive email on Sunday! This Week September 28th Sun Mon Tue Wed Thu Fri Sat 28 29 30 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 Print This Menu [?] Show Allergen Information [E] Indicate Allergen Information Choose a meal type Breakfast Print This Menu Associated Site Connect With Us



Cooking up change

Preferred Meals is a proud sponsor of *Cooking up Change*, a mentoring program for students aspiring to pursue a career in food. Students create healthy recipes that follow the parameters of the National School Lunch Program nutritional requirements and financial guidelines.



"Having the opportunity to work with students in the Cooking Up Change program is rewarding beyond words. Preferred's involvement with this program gave me the chance to share my passion for food with these young students as well as demonstrating the benefits of school meal programs to the community."

Thomas Jones
Senior Account Manager
& Certified Chef
Preferred Meal Systems, Inc.
Chicago, IL



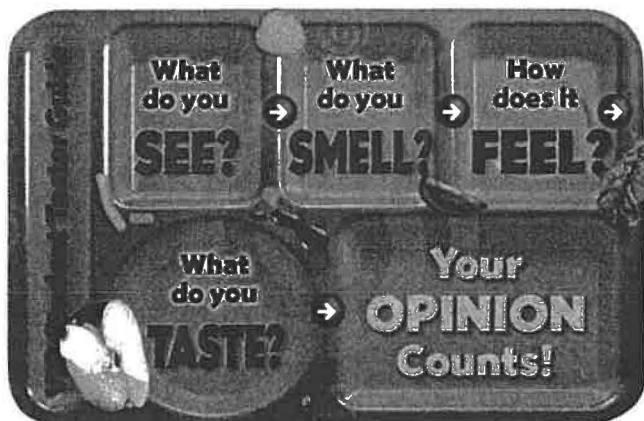
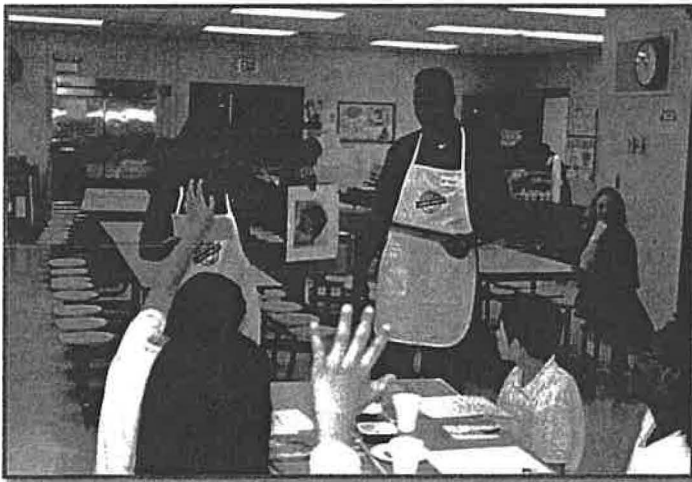


VIP Kid Taster Program



Preferred Meals recognizes that having healthy nutritious meals that meet regulations are only effective if students eat them. Our Student Taster Program provides feedback to our team on new products while giving students valuable skills they can use outside of school.

Members of our culinary & research team conduct taster trainings four or five times per year, with groups of VIP Student Tasters throughout the country. Training focuses on using the senses to evaluate product and articulate their opinions using descriptive words and logical reasoning on a provided evaluation form. This training not only helps provide valuable feedback for improved food quality and menus, but also equips our VIP Student Tasters with a valuable skill set.





PEOPLE

PEOPLE

that are Experienced and Customer Service Driven

Preferred Meals believes that PEOPLE are the quintessential hallmark of an organization. An organization can have the best business processes, tools, and materials available, however if they do not have people that are experienced and customer service driven, delivering the best possible products and service to our partners will not be possible.

When you partner with Preferred Meals you can be assured that each year we make a significant investment in our PEOPLE and each team member believes in the power of partnership and great customer service.

Our people:

- Exhibit Leadership
- Offer Professional Development for your staff
- Provide Recognition to celebrate success
- Are Experienced

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Leadership

Partnering with The City of Wilmington Summer Program is a team of local management and company support resources. Shawn Devlin will be your local District Manager. Shawn supports your District by:

- Executing the The City of Wilmington - Preferred Meal System transition plan
- Implementing and monitoring the Core 5 Success Drivers
- Monitoring your program and providing on-going training
- Communicating success and areas of opportunity

The District Manager will join forces with the Anthony Moore to ensure that The City of Wilmington 's goals are achieved.

"Our leaders demonstrate courage, confidence and commitment while connecting with and inspiring others to achieve extraordinary results through teamwork."

George Chivari
CEO

Preferred Meal Systems, Inc.

Shawn Devlin, District Manager-Eastern Region



Shawn Devlin is a District Manager in the Eastern Region for Preferred Meals. He joined the team in October of 2017 and oversees accounts in PA, NJ, NY & DE area.

Shawn is a graduate of Temple University, where he earned a Bachelor of Science degree in Tourism & Hospitality Management.

Shawn has over 20 years of food service experience with various companies in hospitality, sports and entertainment division. He has extensive experience in operations, quality customer services, and financial forecasting within the food and beverage and event planning industry.

Company Support Resources



Rounding out the leadership support for The City of Wilmington Summer program are the company resources that provide services and support to ensure success. Your company resource team includes:

- Dietitians and Nutritionists
- Executive Chefs
- Food Technologists
- Microbiologists
- Certified Quality Assurance and Food Safety Experts
- Logistics Specialists
- Information Services Experts
- Human Resource Professionals
- Professional Development Experts
- Financial Management Professionals
- Customer Service and Ordering Specialists
- Facilities Planning and Equipment Purchasing and Maintenance Experts
- Marketing Professionals
- Procurement Experts
- Sanitation Experts
- Certified USDA Inspectors

Professional Development

At Preferred Meals we know the real success of the program hinges on a well-trained and enthusiastic school-based team. Preferred Meals provides dynamic professional development opportunities that focus on leadership and operational skills, improved preparation and service delivery techniques, nutrition education, sanitation and food safety, and an opportunity to network and learn from their peers.

The rewards of a strong professional development program include a better experience for the children, ultimately demonstrated through great customer service, clean facilities, and improved school meal participation rates.

Preferred Meals is committed to education for all personnel involved in the nutrition program. We believe that information is better retained through a variety of professional development strategies and assessment.

Onsite Workshops

As part of our Pre-Opening transition activities we have included the identification of professional development opportunities throughout the school year. Preferred Meals believes that investing in professional development is a cornerstone of a well-managed and operated school food service program. Professional development sessions are also a great opportunity for two-way communication. It also provides for The City of Wilmington – Preferred Meals leadership teams to hear from the nutrition services employees.

Preferred Meal System, Inc.'s team of professional development professionals will conduct workshops for food service personnel in order to ensure proper food presentation, safe preparation and handling of the Preferred Meal System, Inc.'s products and equipment. It is an opportunity for food service employees to improve their skills and provide optimal service to their schools and school children.

The Districts that we partner with are provided with on-site training as well as continuous and on-going training visits on the following topics:

Food Preparation and Presentation Standards

- Proper cooking methods including batch cooking
- Appetizing food presentation
- Understanding menus and menu substitutions

Food Safety, Storage and Handling

- Food safety – safe handling, storage and cooking based on the principals of HACCP
- HACCP supplied program
- Sanitation
- Equipment maintenance and problem reporting

Handling foreign objects/food borne illness

Nutrition

- Understanding the new USDA Regulations
- Introduction to My Plate
- Testing and sampling new products; evaluating new products for school lunch and breakfast
- The role of food service employees in promoting nutrition to students
- The HealthierUS School Challenge

Inventory Management/Ordering Procedures

- Filling out order forms
- Placing the order
- Who to call with questions
- Estimating components to maximize offer vs. serve credits and eliminate waste
- Stock rotation

Creating Cafeteria Excitement

- Importance of making in school dining a pleasant experience
- Adding interest to the cafeteria setting
- Getting children excited about upcoming promotions
- Decorating the service line

An Ounce of Prevention

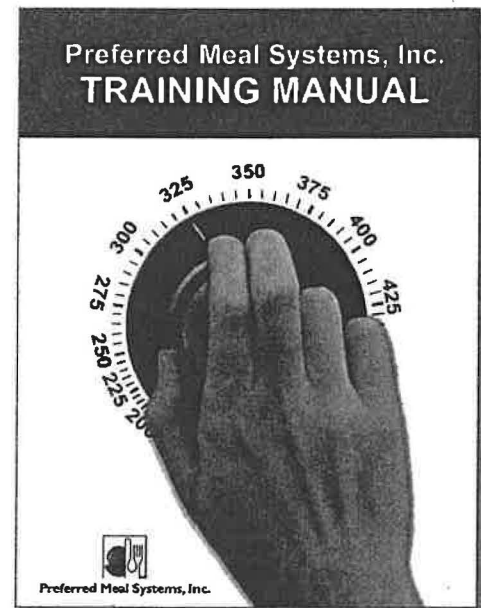
- Importance of hand washing
- Cleaning and sanitizing procedures
- Cleaning and sanitizing equipment and surfaces

Understanding Menus and Menu Development

- Guidelines for menu development for food-based menus
- Balancing nutrition, cost and participation
- Keeping menus fresh and exciting

Training Manual Review

- Page by page review with questions and answers





OPERATIONS

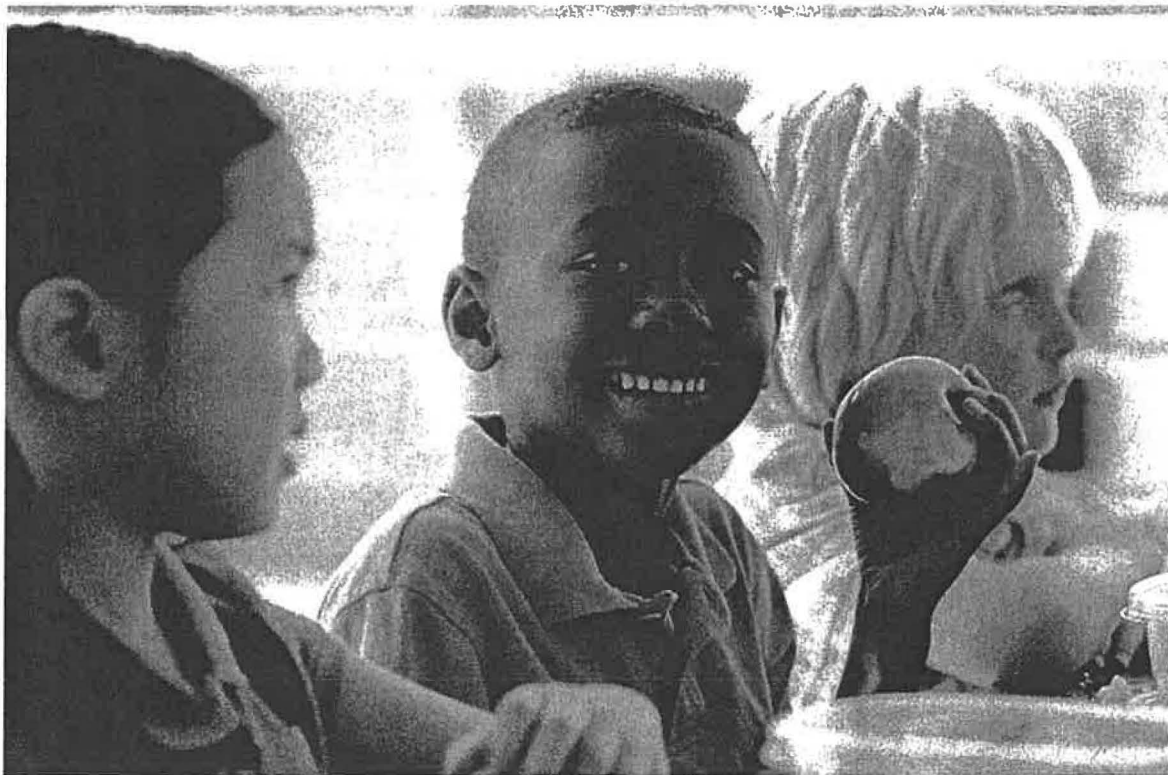
OPERATIONS

that are State of the Art

Preferred Meals provides a school meals solution to School Districts that is result of over 48 years of experience. When you partner with Preferred Meals your school district benefits from our State of the Art OPERATIONS. We believe in employing strict operational standards to ensure that the meals we deliver to your schools exceed your requirements and the most stringent industry standards.

Operations that:

- Are devoted to Food Safety
- Streamline Distribution
- Include Equipment Solutions
- Are committed to the Environment



Devoted to Food Safety

The menu items provided to The City of Wilmington are delivered in portion controlled and compliant frozen trays along with a combination of fresh menu items. Each meal is prepared with care and concern by a team of chefs, food safety experts and quality assurance professionals. The meals are then safety-sealed and flash frozen until opened by each student. To learn more about Preferred Meals' Quality Standards and meal preparation please see the MEALS section of our proposal.

Food Safety Standards

Preferred Meals prides itself on preparing meals in a safe environment. Food safety is the foundation of our meal preparation program and ensures that we deliver meals to The City of Wilmington that are not only nutritious but also wholesome. Preferred Meal System Inc. has two United States Department of Agriculture (USDA) daily-inspected preparation facilities that will function as your District's central kitchen. Our team adheres to the highest of required and self-imposed standards, programs and reviews including: Hazard Analysis Critical Control Point Management (HACCP), microbiological testing, Food Defense regulations and standards, USDA and third-party audits.



Daily USDA Inspected Kitchens

Preferred Meals has two United States Department of Agriculture (USDA) inspected preparation facilities that will function as your District's central kitchen. Each preparation facility has a USDA inspector that is on site each day to ensure that all items prepared meet government standards including food safety and Child Nutrition mandated nutritional values and regulations. In contrast, the inspection requirements for school districts that prepare meals or procure meals from a local caterer differ vastly. These entities are subject only to a semiannual inspection by the local health department that is narrowly focused and does not address or ensure meeting Child Nutrition meal specifications.

Third Party Audits

We believe in the fresh-set-of-eyes approach when it comes to food safety. At least on an annual basis Preferred Meal Systems, Inc. contracts with a third party auditor from the National Sanitation Foundation (NSF) to review our production facilities. The National Sanitation Foundation is comprised of industry professionals, many with 20 plus years of auditing experience, who receive extensive training and calibration. Their engagement with Preferred Meals is another essential pro-active protective measure in our food safety program. Additionally our team members perform period self-assessments of our facilities and charge ourselves to view our activities critically with food protection in mind.



Employee Professional Development

Preferred Meals Systems, Inc.'s multi-faceted approach to employee professional development is a critical element in our food safety and quality delivery plan. Each employee goes through highly focused training before they begin work in our central kitchen. We believe that employee development is a daily responsibility; our management team employs a coaching philosophy which enables our employees to learn effectively and be empowered to deliver food safety, every product every time. Annually, structured professional development is offered for all employees. Additionally, we have the industry's best on staff to assist in leading and strategically provide guidance and counsel to all our team locations – enabling Preferred Meals Systems, Inc. stay current and abreast of industry and nationally required food safety requirements. Food safety starts with our people!

ServeSafe Certification

Our commitment to food safety extends to all members of our Account Management operations team. We require all management team members to be trained and certified in safe food handling through the National Restaurant Association's ServSafe program. As part of the ServSafe Certification process team members become knowledgeable in areas such as:

- ✓ Time and Temperature Control
- ✓ Preventing Cross-Contamination
- ✓ Cleaning and Sanitizing
- ✓ Safe Food Preparation
- ✓ HACCP (Hazard Analysis and Critical Control Points)
- ✓ Food Safety Regulations



Hazard Analysis Critical Control Point (HACCP) Management System

To ensure that our central production kitchens pass daily inspection, each central production facility has a HACCP program that is designed to meet strict USDA compliance. HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw product preparation, procurement and handling, to preparation, distribution and consumption of meals. A clearly designed HACCP Management System embodies up-to-date food standards and systems that ensure high quality and safe operations while preventing food borne illness.

Leading the HACCP program at each of our production facilities is a certified Quality Assurance Manager. Before any meals leave our central production facility, the Quality Assurance Manager will review all HACCP activities to assure food safety requirements are met and we are reporting ensuring wholesomeness.

Preferred Meals will provide to The City of Wilmington a detailed HACCP procedures guide. These procedures are based on guidance provided by the United States Department of Agriculture on developing a food safety program based on the Process Approach to HACCP, and the National Food Service Management Institute. The standards included in this procedures guide are specific to those used in the operation and service of meals provided by Preferred Meals for the Federal school meal programs including the National School Lunch and Breakfast Programs and the After School Snack Program.

Standard Sanitation Operational Procedures

Before preparing meals, each piece of equipment is reviewed and must pass a comprehensive checklist to ensure it has met the highest sanitation standards. During the course of production Preferred Meals' Quality Assurance Managers review sanitation and if necessary take corrective action. Every night all equipment is dismantled and undergoes a deep cleaning so that we are ready for the next day's meal preparation in a sanitary and microbiological safe manner from the start!

"Knowing the Food Safety standards that Preferred has put in place provides peace of mind that our students are receiving meals that not only taste good but are free from potential hazards that could cause illness."

Walt Doughty
Manager of Child Nutrition
Waukegan School District 60
Waukegan, IL



In-House Microbiology Lab

To ensure that the meals The City of Wilmington receives are wholesome Preferred Meals has microbiologists on staff. Actively involved in the food preparation process, our microbiologists test our meals and certify them as wholesome. Food samples are scientifically analyzed for each menu item that is prepared in our production facilities and the microbiologists certified that they are ready to be delivered to our partners. Our dedicated team also is charged with monitoring and verifying sanitary conditions of all food contact surfaces within our production facilities.

"The secret to a good product is not only inspectors, but also the conscientious employee who will work at all times to make food safety a priority."

Bob Carlson

*Vice President of Technical Services
Preferred Meal Systems, Inc.*

Vendor Certification Program

A strict set of criteria is used to certify vendors to validate that they are providing safe and high quality raw materials and products to Preferred Meals. Our vendor certification criteria includes:

- ✓ The vendor must have a demonstrated knowledge of food service operations.
- ✓ The vendor must provide their most recent audit from a reputable independent inspection firm such as Cooke and Thurber.
- ✓ The vendor must have in place a robust traceability program.
- ✓ The vendor must engage in ethical business practices.
- ✓ The vendor must be willing to undergo Preferred Meals annual review process.

Food Defense Program

Knowing that children primarily consume the meals we prepare, we take our commitment to food safety to another level. Although not required by the USDA, all Preferred Meals facilities are registered and in compliance with the Bioterrorism Act of 2002. Preferred Meals' Food Defense Program includes inbound and outbound inspection checkpoints, inside and outside video surveillance cameras, employee access restrictions to certain areas such as the chemical cage, and facility entry safe guards.

Employing the latest technology, access to our production facilities is restricted by sophisticated biometric hand scanners. An individual wishing to gain entry is required to have both an assigned code and a database stored recognized hand scan to gain access. Using this technology Preferred Meals ensures that only individuals that have been properly vetted can gain access to our facilities.

Allergen and Pathogen Controls



An effective food safety plan includes allergen and pathogen control procedures. At Preferred Meals our meal preparation is scheduled to minimization allergen and pathogen cross-contamination. All of the meals delivered to your schools are labeled and indicate if any of eight main allergens can be found within the product. Preferred Meals has an allergen-free meals program available as a special order ala carte item that is highlighted in the MEALS section of this proposal.

Traceability Program

Preferred Meals traceability program tracks each meal from production to delivery. In the event that a quality issue surfaces we can pinpoint the location of meals that have been delivered within minutes. Our technology allows for timely notification, allowing us to isolate and remove products with a suspected quality concern.

"Anyone can be a food manufacturer, but the values and practices to assure that Food Safety is paramount requires unshakeable commitment and steadfast delivery that is not only verbalized but acted upon. Every day, every one, every product, every time is our commitment to Food Safety and our consumers. We not only can speak it, we can demonstrate it. We are food safety. We are Preferred Meals Systems, Inc."

Laura Dietrich
Food Safety and Regulatory Affairs
Preferred Meals

*Preferred Meal Systems, Inc. is proud to report
that we have never had to recall
a product that has been prepared in our production facilities.*

Distribution Management

Central Kitchen to Storage Delivery

Distribution of meals to your District's school sites begins with the meals prepared in our central kitchens and ends with the meals being delivered. Preferred Meals' drivers don't just drop the meals at the dock or back door; it is part of our service to put away the products in the appropriate storage location. Rotating products allow for the first in products to be the first used. Our full service allows the school nutrition staff to focus on preparing for service and most importantly we believe it is the level of service that The City of Wilmington deserves.

Using the latest Delivery Route Optimization technology called ROADNET (the same system used by UPS); Preferred Meals will create an efficient meal distribution solution designed for The City of Wilmington Summer Program; our solution leverages cost efficiencies reflected in our cost proposal.

Built into our distribution management solution are strategies for fleet monitoring, driver hiring practices and professional development, central kitchen to school storage delivery, product monitoring, and inventory control systems.

Fleet Monitoring

Our fleet of vehicles that deliver meals to your summer sites undergo a strict monitoring program that exceeds Department of Transportation standards. Preferred Meal System, Inc.'s monitoring program includes maintenance, sanitation and safety.

Each vehicle that leaves our facilities goes through a pre and post inspection. In addition, Preferred Meals distribution strategy includes the leasing of vehicles that includes a preventative maintenance plan and periodic onsite inspection. Leasing our vehicles ensures Preferred Meals and the customers that we serve the delivery vehicles on their premises are in the best possible condition.



Driver Hiring Practices and Professional Development

Before a driver joins the Preferred Meals team they undergo an extensive review that includes drug testing, physical performance review, background checks, and MVR (Motor Vehicle Reporting) for both personal and commercial vehicles. Preferred Meal Systems, Inc. partners with Kelmar Safety, Inc., an outside agency that specializes in driver review and training to complete the driver review process and subsequent professional development. Preferred Meals requires that the drivers for our direct delivery partners meet or exceed the strict standards that we set for our team of drivers.

Once a driver passes the review they participate in a professional development session that covers topics such as customer service, professional appearance, and Preferred Meals. Policy and Procedures. Throughout a driver's tenure recurring professional development takes place along with informal periodic review and coaching. On an annual basis each driver participates in a personal skills and performance review.



Customer Service Driven Distribution Team

Nutrition program personnel often view Preferred Meals Delivery Drivers as the "face" of our organization.

During an independent Customer Feedback Review conducted by Direct Opinions, Inc. the Preferred Meals' distribution team received amazing positive reviews. Preferred Meals hired Direct Opinions to conduct 500 site interviews of nutrition program personnel. Respondents were "highly satisfied" with the delivery timeliness, documentation of products, and accuracy of orders.

Inventory Controls

One of the goals of the Preferred Meals distribution solution is to keep The City of Wilmington Summer Program inventory levels to a minimum. Delivery to your sites on a daily, basis not only keep inventory levels to a minimum it ensures that the staff will frequently rotate product. Minimum inventories also help to control waste and deters theft.

Environmentally Friendly Practices

Preferred Meals believes in and practices environmental stewardship. We are committed to providing the communities we serve with more earth friendly products in order to help sustain our environment for future generations. We believe that we have an opportunity and responsibility to make this world a better place through the products we use and our practices. Some of our earth friendly and sustainable initiatives include:

- All Styrofoam products have been replaced with biodegradable fiberboard products.
- Traditional plastic serve ware has been replaced with biodegradable and compostable eating utensil packets.
- Electronic Communications - On line access to monthly menus, nutritional information, newsletters, lesson plans, and invoicing.
- We work with our vendors to offer locally grown vegetables and fruits.
- We work with our customers to get involved in local recycling programs for their waste.



OPERATIONS that are State of the Art

- ✓ Safety sealed meal along with a compliment of fresh menu items.
- ✓ A well thought out and executed food safety plan that includes:
 - Daily USDA inspected kitchens
 - Third party reviews and audits
 - Comprehensive HACCP Management System
 - Professional trained staff
 - Allergen and pathogen controlled food preparation processes
 - A comprehensive traceability program
 - Vendor Certification
- ✓ Safe and efficient fleet of vehicles on premise.
- ✓ Custom distribution, with courteous inside delivery to the appropriate storage locations.
- ✓ Temperature controlled meals for maximum Food Safety
- ✓ Product rotation executed by the Preferred Meals distribution team.
- ✓ A commitment to environmental friendly practices.

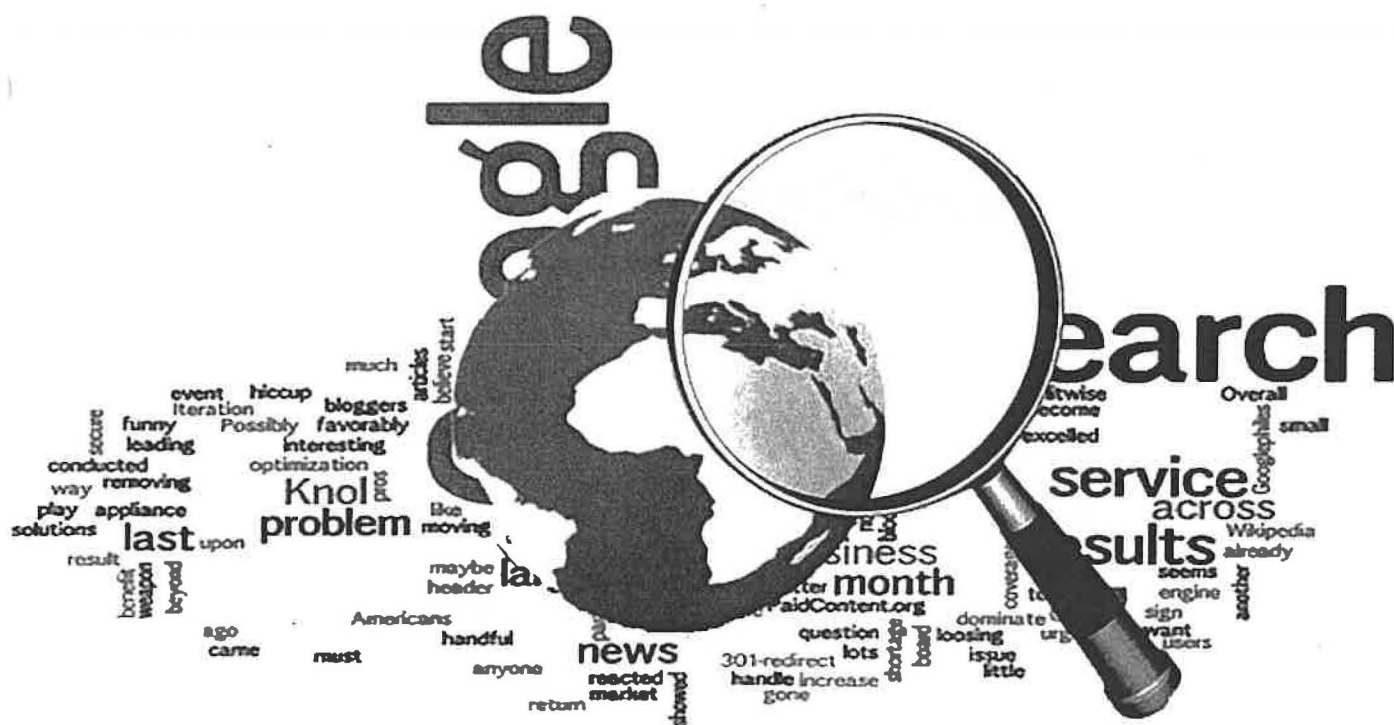


SYSTEMS

that Achieve Financial Results

System attributes include:

- **Reliable Cost Containment**
- **Key Performance Indicators** for on-going monitoring
- **Information Systems** to support your program
- **Successful achievement of Financial Results**



Cost Containment

Improving service delivery while containing costs is achieved through a thorough and ongoing analysis of your program. Preferred Meals' meal program is built on efficiencies. As a partner with Preferred Meals, The City of Wilmington Summer Program benefits from a variety of efficiencies through:

- ✓ Preferred Meals, as your Central Food Production Kitchen
- ✓ Procurement Economies
- ✓ USDA Approved Menu Planning and Nutritional Analysis Services
- ✓ Distribution Mapping and Services
- ✓ Fleet Management and Maintenance

Each month several key management reports will be generated to assist the The City of Wilmington and Preferred Meals Systems, Inc. team to manage operation costs and make periodic adjustments.

Information Systems

Preferred Meals, has invested considerable resources into our information systems capabilities. We are experienced with all commonly used forms of electronic communications including data file exchanges with customers and suppliers via File Transfer Protocol (FTP), Web Services and other forms of Electronic Data Interchange (EDI) integration. Preferred Meal Systems has a talented full-time staff of Information Systems professionals along with world-class Microsoft Gold Certified technology partners who have many years of experience designing, developing and deploying system solutions to meet a wide variety of unique partner requirements. Preferred Meals, is fully prepared to collaborate with The City of Wilmington to implement an online ordering system.



SYSTEMS that Achieve Financial Results

- ✓ Accounting and information systems with attributes that provide reliable, relevant, understandable and comparable decision making reports.
- ✓ Partnership efficiencies that will help The City of Wilmington contain costs.
- ✓ Accounting systems that include safeguards and ensure accurate reporting.
- ✓ Management reports that will assist The City of Wilmington to improve ordering, review production and identify product loss.
- ✓ Key performance indicators designed to improve decision-making and benchmark results.

Let's Get Started! – The Implementation Plan

The foundation of the Preferred Meal Systems, Inc. partnership with The City of Wilmington will be built by implementing a robust transition plan in which both partners are invested. From our experience in partnering with school districts and implementing our programs we have prepared a transition plan for The City of Wilmington that is a dynamic document. A good plan always allows for flexibility while at the same time has the ability to keep the transition plan owners on track.

It is our vision that Preferred Meals, and The City of Wilmington will work closely together to customize our plan for a seamless transition that will meet the District's needs. The implementation plan is focused on the key areas of:

- Pre-Opening Activities
- Personnel
- Facilities Management
- Communication
- Marketing and Merchandising
- Financial and Technology Management

Preferred Meals, has successfully met the challenge of working with new clients on many occasions. We thoroughly understand the mechanics of such an undertaking and have the infrastructure to handle it efficiently and successfully.

The partnership between The City of Wilmington and Preferred Meals, is based on communication, trust and integrity. The skills and resources of both organizations will be merged together creating a stronger partnership than the two organizations operating independently.

Our transition plan is only the beginning of our well thought out strategy. Together we will continue to chart our course of action to ensure success at beginning and throughout our partnership.





INSTRUCTIONS TO BIDDERS

Bids on **City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM** will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, FEBRUARY 5, 2019, 3:00 P.M.**

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19048PR-SUMMER FOOD SERVICE PROGRAM**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.

4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.

6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 25 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.

7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.

8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.

10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Special Note: Effective January 1, 2015, per City ordinance 14-042, all contracts for which competitive bidding is required, minimum wage of \$10.10 per hour must be paid to workers in the performance of any contract or subcontract with the City.

**2019
19048PR
SUMMER FOOD
SERVICE PROGRAM**



JUNE 17 – AUGUST 23, 2019
(Closed Thursday, July 4th)

**Serving Breakfast, Lunch and Dinner
for 49 Weekdays**

CITY OF WILMINGTON
SUMMER FOOD SERVICE PROGRAM

QUANTITIES:

Bid to include preparation, packaging, and delivery of meals as outlined below:

Approximately 2500 unitized breakfasts at approximately 75 sites daily.

Approximately 3000 unitized lunches at approximately 100 sites daily.

Approximately 800 unitized suppers delivered to central depot daily.

DELIVERIES:

Contractor to deliver all food and liquids to each of the designated sites or designated locations. Designated representatives shall be available at each site and will be responsible for the receiving of all items and supervision of feeding. Approximately 75 breakfast deliveries to be made between the hours of 7:00AM and 10:00AM. Approximately 100 lunch deliveries to be made between the hours of 11:00AM and 1:00PM. Approximately 800 supper deliveries to be made between the hours of 11:00AM and 1:00PM to the Central Depot location. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered frozen, other than juice; will cause entire days meals to be disallowed.

Vendor will supply 1 bag of ice for each 25 meals delivered to outdoor park sites. Vendor must supply 1 trash bag for every 25 meals delivered.

SITE LOCATION

The attached listed sites (Schedule A) and Central Depot (500 Wilmington Avenue, Wilmington, DE 19801) constitute the tentative delivery locations. Successful bidder may contact the following individual for complete delivery instructions and information:

Nicole R. Adams, Manager
Youth and Families Division
500 Wilmington Avenue
Wilmington, DE 19801
(302) 576-3810

TIME PERIOD

Program to commence on June 17, 2019 and to continue every week (Monday through Friday) until August 23, 2019, excluding July 4th for a total of 49 days.

FOOD REQUIREMENTS

All meals must comply with minimum meal pattern requirements established by the USDA, located in Schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to and is included in this document as Schedule C.

SEE USDA FOOD SPECIFICATIONS (ATTACHED)

Raw foods must meet the grade requirements outlined as follows:

1. Meat – U.S. Department of Agriculture inspected must be all meat and no fillers. Meats must be low fat/low sodium products. NO PORK PRODUCTS SHALL BE SERVED.
2. Grade A Real American Cheese only.
3. Fresh fruit and produce to be washed and of No.1 quality. It will be ripe and ready to eat upon delivery.
4. Fruit Juice must be full strength, no water added. Only whole juice products are acceptable. Three (3) different varieties of juice must be served each week.
5. Breads – wheat, soft, round sliced. Also includes cereal, crackers, pasta, and a variety of bread products including muffins, etc.
6. Milk means unflavored milk that meets State and local standards for fluid whole milk. Chocolate flavored drinks or beverages may not be served in place of milk.
 - a. Type – pasteurized, homogenized, Vitamin D added
 - b. Minimum butterfat content – 3.5 percent
 - c. Minimum milk solids, not fat – 8.25 percent
 - d. Maximum bacteria count – 20,000 per cubic centimeter
 - e. Milk must be fat free or 1% (low fat)

LENGTH OF CONTRACT

The length of the contract shall be June 17, 2019 – August 23, 2019. The City reserves the option to extend this contract for one additional year provided that all conditions and pricing remain the same and subject to City Council approval and funding availability. The City will give 60 days advance written notice if the contract is to be extended.

GENERAL CONDITIONS

1. Bidder may contact the following individual by email for additional information concerning this proposal: **Phil Ceresini, pceresini@wilmingtonde.gov**
2. Bidder must complete Proposal Form with all required information.
3. Bidder must submit required documentation, including health permit and inspection documentation, with bid response.
4. Quantities rendered are approximated to fulfill the requirement for the operating period. The City reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
5. Contractor shall supply sufficient containers for distribution of milk and meals to satellite feeding points. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.
6. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
7. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next day's delivery will be called into contractor by 2:00 p.m. daily.
8. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
9. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
10. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.

11. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.

All bidders must provide sponsor with a sample meal at the bid opening. Meal must be packaged and presented as it will be delivered during the program.

I. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- A. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertisement procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
 3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

II. **INSTRUCTION TO BIDDERS**

A. **Definitions**, as used herein:

1. The term "Bid" means the bidder's offer.
2. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
3. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the SFSP.
4. *Food service management company* means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in § 225.15."
5. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.

6. The term "Sponsor" means the City of Wilmington, the service institution which contracts with the Department of Education to operate and manage the Summer Food Service Program.
7. The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements (meal juice may be unitized with other components or be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

- B. Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
- C. Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
- D. Bidders Having Interest In More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
- E. Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
- F. Evaluation of Bidders/Award of Contract:**
 1. The contract will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price.
 2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.

4. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

G. Late Bids, Modification of Bids, or Withdrawal of Bids

1. Any bid received after the exact time specified for receipt of bids will not be considered.
2. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.
3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

H. Bid Bond

For bids over \$150,000, a bid bond in the amount of 10 percent of the estimated value of the contract for which the bid is made must accompany the bid. The bid bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to-do business in Delaware. No other type of bid bond is acceptable.

III. SCOPE OF SERVICES

- A. United States Department of Agriculture regulations 7 CFR Part 225, entitled Summer Food Service Program, is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
- D. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on under "Time Period" and as further specified in Schedule A.
- E. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, and trash bags, etc.).

F. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.

G. **Meal Orders**

Sponsor will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 24 hour notice. **Time for notification may be less than 24 hours if mutually agreed upon between parties of this contract.**

H. **Meal-Cycle Change Procedure**

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, **the sponsor shall be notified immediately so substitutions can be agreed upon.** The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

I. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agent shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection. Such notice must be provided to vendor by end of business Tuesday for preceding week.

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

J. Specifications

1. Packaging

- a) Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- b) Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- c) Sandwich is to be individually wrapped in addition to the overlay on the container.
- d) Cartons – Each carton to be labeled. Label to include:
 - (1) Processor's name and address (plant)
 - (2) Item identity, meal type
 - (3) Date of production
 - (4) Quantity of individual units per carton
- e) Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- f) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- g) The sponsor does require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
- h) All cartons shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- i) All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- j) All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable

nonflammable material. Milk may be enclosed in the cold portion container.

- k) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

K. Delivery

1. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at each site and serving time listed on Schedule A, and Central Depot, 500 Wilmington Avenue, Wilmington, DE 19801.
2. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
3. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under 7 CFR §225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less and vendor must comply with changes.
4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites after meals are accepted. Damaged or incomplete meals, or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined.
6. The contract shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
7. Hot and cold portions of meals must be delivered at the same time.

8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
10. Hot meals shall be delivered at the site at a temperature of at least 135°F but shall not exceed 160°F at scheduled time of meal service.
11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

L. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Any determination made by sponsor or state agency to the contrary will result in immediate disallowance of all meals assembled outside the allowable timeframe.

M. Food Specifications

1. All meals must meet the meal pattern requirements as set forth in 7 CFR §225, and the food specifications and quality standards as set forth in Schedule C of this Invitation for Bid.
2. All meat, meat products, and poultry shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
3. Milk and milk products are defined as “. . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which meets State and local standards for such milk . . . All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.” Milk delivered hereunder shall conform to these specifications.

IV. GENERAL CONDITIONS

A. Supervision and Inspection of Facility

1. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
2. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product.

Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.

3. The contract shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

B. Recordkeeping

1. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals after signing the delivery ticket. Damaged or incomplete meals or inaccurate counts of meals reflected on delivery slips will not be included when the number of reimbursable meals is determined. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.
2. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
3. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
4. Sponsor shall notify contractor by telephone, fax, or email within 24 hours of notification of disallowed meals. Sponsor must put notification in writing by end of business Tuesday for preceding week. This requirement in no way impairs the independent duty of the state agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

C. Method of Payment

1. The contractor shall submit its itemized invoices to the sponsor in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor. The sponsor requires itemized daily invoices.

2. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

C. Performance Bond Requirement

For contracts over \$150,000, a performance bond equal to at least 10 percent, but not more than 25 percent of the value of the winning contract, must be obtained by the contractor. The performance bond must be from a company listed in the current United States Department of Treasury Circular 570 certified to do business in Delaware. The contractor must furnish a copy of the bond to the sponsor within 10 days of the contract's award. The performance bond must include the entire period that sponsor will operate the feeding program. Sponsors may not accept cash, letter of credit, trust account, land or any other form of guarantee in lieu of the performance bond.

D. Insurance

The successful bidder shall procure and maintain the following insurance:

1. Workers' Compensation in accordance with the laws of the State of Delaware.
2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.

Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.

3. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
4. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

E. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

F. Emergencies

1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after beginning of specified meal service time for lunch and one hour after beginning of specified meal service time for breakfast.
2. Emergency circumstances at the site precluding utilization of meal are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In event of contractor's default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

G. Termination

1. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process repurchase action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6) and 225.15(g)(7) of the regulations.
2. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given

by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.

3. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$150,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (10) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
6. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
7. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
 - a) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - b) Contractor fails to deliver any one meal type on any day without sufficient justification.
 - c) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.

- d) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - e) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
 - f) Meals are not in compliance with Schedule B, meal pattern requirements.
8. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.
9. Sponsor and contractor verify right of state agency to terminate participation in the program if sponsor and/or contractor fail to abide by regulations of this program.

H. Subcontracts and Assignments

- 1. The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest herein.
- 2. In the event of any assignment, the contract shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- 3. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, contract for the eating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

I. General Provisions

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

Debarment and Suspension (Executive Orders 12549 and 12689) — A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. [see www.sam.gov]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Updated 8/16/16 MAS

Updated 3/17/2011 AFB Sources: USDA MARO corrections by Marlene Stein and The Food buying Guide for Child Nutrition Programs.

CMW/SFSP2/dvj/Sched-D1

Schedule A

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Sponsor Schedule A- 2018 Summer Food Service Program Sites

Agreement Number: 01-06 Vendor Number: No Vendor

Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelly
(302) 576-3810 Ext. 3911
Fax: (302) 573-5675

Site Name Site Address Primary Service Phone Number Type of Site	Contact Name Phone Number Type of Site	Eligibility Docs Due (Year)	Site Type	Meal Breakfast	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Ark Summer Camp Ark Learning Center S34 Vandalia Ave Wilmington, DE 19802	Dorise Nichols (302) 656-2751 Open Recreation		Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	7:30 AM	9:30 AM	80	50	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	20	50	
Ascending Generation 733 East 2nd Street Wilmington, DE 19802	Urban Oliver (302) 364-2133 Open Recreation		Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	6:00 AM	9:00 AM	35	45	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	2:00 PM	38	45	
Be Ready Jesus is Coming Church 1411 W. 4th Street Frazer Camp Wilmington, DE 19806	Lacie Davis (302) 686-2700 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	9:00AM	11:00AM	30	40	N
				Lunch		X	X	X	X	X				Vended	12:00 PM	2:00 PM	30	40	
Beacon of Hope 2001 North Market Street Wilmington, DE 19802	Everette Harris (302) 764-7152 Open Open	2022	Urban	Breakfast		X	X	X	X	X		6/18/2018	8/24/2018	Vended	8:30 AM	9:30 AM	20	30	N
				Lunch		X	X	X	X	X				Vended	11:30AM	1:00 PM	20	30	
Bethel AME Church Vacation Bible Camp 804 N. Walnut St. Wilmington, DE 19801	Deborah Watson (302) 653-1576 Open Recreation	2022	Urban	Breakfast		X	X	X	X	X		7/9/2018	7/13/2018	Vended	8:00 AM	10:00 AM	50	60	N
				Lunch		X	X	X	X	X				Vended	11:00AM	1:00 PM	50	60	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-08

Vendor Number: No Vendor #

Wilmington Department of Youth & Families-0000000025
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Bethel VLS 506 E. 28th Street One Village @ Atlanta Wilmington, DE 19801	Chargels McCarty (7) 895-7056 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/25/2018	8/16/2018	Vended	9:30 AM	11:30 AM	40	50	N
				Lunch	X	X	X	X	X			Vended	12:00 PM	2:00 PM	40	50	
Brown Chiodo Park 7th and Duncan Streets Brownstown, Southside of Maryland Ave. Wilmington, DE 19805	Stephanie Harrison (302) 897-7719 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	10:30 AM	15	25	N
				Lunch	X	X	X	X	X			Vended	11:30 AM	1:30 PM	20	30	
Brown, Buttr, Winchester 25th and Pine Streets Wilmington, DE 19802	Michael Miller (361) 350-4203 Open Recreation		Urban	Breakfast	X	X	X	X	X	6/18/2018	6/29/2018	Vended	10:00 AM	10:30 AM	12	23	N
				Lunch	X	X	X	X	X			Vended	11:00 AM	1:00 PM	1000	1010	
C.O.W. - Camp Barnes 500 Wilmington Avenue Municipal Complex Wilmington, DE 19801	Nichole Tomlinson (302) 575-3847 Open Recreation	2022	Urban	Lunch					X	7/6/2018	7/27/2018	Vended	11:00 AM	1:00 PM	50	80	N
C.O.W. - Green Jette 500 Wilmington Avenue Municipal Complex Wilmington, DE 19801	Nichole Tomlinson (302) 575-3847 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X	6/12/2018	8/16/2018	Vended	7:30 AM	9:30 AM	30	40	N
				Lunch	X	X	X	X	X			Vended	12:00 PM	2:00 PM	30	40	

Central Depot

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendor#
Wilmington Department of Youth & Families-0000000025
530 Wilmington Ave
Wilmington, DE 19801
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Fax: (302) 573-5675

Sponsor Schedule A- 2012 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
C.O.W. - Summer Enrichment Camp 3200 Baynard Blvd. Wilmington, DE 19801	Nichole Torrence (302) 576-3847 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/16/2018	8/16/2018	Vended	8:00 AM	10:00 AM	40	50	N
				Lunch	X	X	X	X			Vended	11:30AM	1:00 PM	40	50	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Central Baptist Church 839 N. Pine Street Wilmington, DE 19801	Debra Holman (302) 652-4960 Open Recreation	2022	Urban	Supper	X	X	X	X	6/16/2018	8/24/2018	Vended	6:00 PM	8:00 PM	30	40	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Church of Jesus Christ 513 West 15th Street Wilmington, DE 19802	Debra Holman (302) 409-3494 Open Other	2022	Urban	Breakfast	X	X	X	X	6/16/2018	8/16/2018	Vended	9:00 AM	9:30 AM	40	50	N
				Lunch	X	X	X	X			Vended	12:00PM	2:00 PM	40	50	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Church of the Living Word 810-816 S. Heard Street Wilmington, DE 19801	Sharon Williams (302) 654-8159 Open Recreation	2022	Urban	Supper	X	X	X	X	7/16/2018	7/25/2018	Vended	6:20 PM	8:00 PM	25	35	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Dana Amosiah Academy 405 East 8th Street Wilmington, DE 19801	Tahayim Amosiah (302) 521-2064 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/16/2018	7/27/2018	Vended	8:00 AM	10:00 AM	25	35	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	25	35	

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-05 Vendor Number: No Vendor
Wilmington Department of Youth & Families-0000000025
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Sponsor Schedule A- 2016 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TIW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
DE Children's Foundation Summer Camp 200 Maryland Ave. - 1st Floor Wilmington, DE 19805	Rose Moore (267) 298-0369 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/15/2016	6/24/2016	Vended	7:30 AM	8:30 AM	35	35	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	35	35	
Deidre's Adolescent Program Inc. 2900 N. Vanouren Street Wilmington, DE 19802	Jamya Fields (302) 764-9740 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/15/2016	7/19/2016	Vended	8:30 AM	9:30 AM	7	10	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:00 PM	7	10	
Delaware College of Arts 600 N. Market Street Wilmington, DE 19801	Rashida Rette (302) 622-8000 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/15/2016	6/24/2016	Vended	8:30 AM	9:30 AM	15	25	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	15	25	
Delaware School 215 W. 23rd Street Wilmington, DE 19802	April Daniels (302) 416-6180 Open School	2022	Urban	Breakfast	X	X	X	X	6/15/2016	6/24/2016	Vended	8:00 AM	9:00 AM	10	20	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	10	20	
Calverton Park 25th & Church Street Wilmington, DE 19802	Stacy McRoberts (302) 761-3608 Open Other		Urban	Breakfast	X	X	X	X	6/15/2016	6/24/2016	Vended	10:15 AM	11:00 AM	20	30	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	25	35	

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendor
Wilmington Department of Youth & Families-0000000325
500 Wilmington Ave
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Sponsor Schedule A- 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Robert Palmer Park D & South Buttonwood Street (302) 463-9012 Countryside Wilmington, DE 19801	Helen Brown (302) 463-9012 Open Other	2022	Urban	Breakfast	X	X	X	X	6/16/2018	8/24/2018	Vended	10:15AM	11:30AM	10	20	N
				Lunch	X	X	X	X			Vended	11:45AM	1:45 PM	15	25	
Robert Park Entering Program D & South Buttonwood Street (302) 463-9012 Countryside, DE 19801	Helen Brown (302) 463-9012 Open Other	2022	Urban	Supper	X	X	X	X	7/2/2018	8/10/2018	Vended	4:00 PM	6:00 PM	25	35	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Eleonore Presbyterian Child Care Center 506 New Road Wilmington, DE 19805	Kathy Strub (302) 958-2070 Open Other	2022	Rural	Breakfast	X	X	X	X	5/18/2018	8/24/2018	Vended	7:00 AM	9:00 AM	45	55	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Fisher-Tucker P&L 5th & Lincoln Street Wilmington, DE 19801	Tara Cress (302) 295-6705 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:15 AM	11:00AM	55	65	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	55	65	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Gors Inc. of Delaware 1501 North Walnut Street Suite 100 Delivery Parking Lot Back Door Wilmington, DE 19801	Carrie Vickery (302) 575-1541 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:30 AM	10:30 AM	20	30	N
				Lunch	X	X	X	X			Vended	12:30 PM	2:30 PM	20	30	

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendor

Wilmington Department of Youth & Families-0000000025
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Bayles Park 701 West 34th Street Wilmington, DE 19802	Kyle Brown (302) 576-3835 Open Other	2022	Urban	Breakfast	X	X	X	X	6/15/2018	6/30/2018	Vended	10:30 AM	11:00 AM	15	25	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	20	30	
Bayles Park Evening 701 West 34th Street Wilmington, DE 19802	Lynne Oliver (302) 397-9631 Open Recreation	2022	Urban	Supper	X	X	X	X	6/25/2018	8/10/2018	Vended	4:00 PM	6:00 PM	20	30	N
Bayles Park 701 West 34th Street Wilmington, DE 19801	Michelle Schroy (302) 576-3835 Open Other	2022	Urban	Breakfast	X	X	X	X	6/15/2018	6/30/2018	Vended	9:45 AM	10:45 AM	25	35	N
				Lunch	X	X	X	X			Vended	11:45 AM	1:45 PM	30	40	
First Churches Park Evening Program 501 North Madison Street Wilmington, DE 19801	Michelle Schroy (302) 576-4183 Open Other	2022	Urban	Supper	X	X	X	X	7/2/2018	8/10/2018	Vended	4:00 PM	6:00 PM	55	75	N
Harmon Roadway Evening 7th & Lombard Street Wilmington, DE 19801	Danyelle Rogers (757) 537-3274 Open Recreation		Urban	Supper	X	X	X	X	6/25/2018	8/10/2018	Vended	4:00 PM	6:00 PM	50	60	N

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

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Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19501
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(302) 578-3810 Ext. 3811
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Type?
Hill Top Lutheran Neighborhood Center 1918 West 6th Street Wilmington, DE 19805	Matthew Johnson (302) 696-3224 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	65	75	H
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	120	130	
Holloway Park 7th & Lombard Street Wilmington, DE 19801	Nikenna Gentry (302) 761-0485 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	11:00 AM	95	25	H
				Lunch	X	X	X	X			Vended	12:00 PM	1:00 PM	25	35	
JAM Leadership Academy - Kissel Park LRC 184 South Old Baltimore Pike Newark, DE 19712	Volante Brown-Baile (302) 314-2230 Open Recreation	2022	Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:00 AM	10:00 AM	130	140	H
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	140	150	
Judy Johnson Park 3rd & Dupont Sts Wilmington, DE 19805	Terry Williams (302) 740-6251 Open Other		Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	11:00 AM	30	40	H
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	50	60	
Kingswood Community Center 2203 Bowers St Wilmington, DE 19802	Jade Thomas (302) 754-5032 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	8:30 AM	10:00 AM	30	30	H
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	25	32	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Kirkwood Park Evening 11th and Kirkwood Street Intersection of Kirkwood and Pine Street Wilmington, DE 19801	Sam Hill (302) 576-3844 Open Recreation	2022	Urban	Supper	X	X	X	X	6/16/2018	8/24/2018	Vended	6:00 PM	8:00 PM	48	50	N
Koudusao Park Broom and Maple Intersections of Maple and Broom Wilmington, DE 19805	Tami Dunnolo (302) 367-4527 Open Other		Urban	Breakfast	X	X	X	X	6/16/2018	8/24/2018	Vended	9:45 AM	10:45 AM	25	35	N
				Lunch	X	X	X	X			Vended	11:45 AM	1:45 PM	30	40	
Koudusao Park Evening Program Broom and Maple Intersection of Broom and Maple Wilmington, DE 19805	Tami Dunnolo (302) 367-4527 Open Other		Urban	Supper	X	X	X	X	6/25/2018	8/15/2018	Vended	4:00 PM	8:00 PM	25	35	N
Leading Youth Through Enrichment 2220 North Lusk Street Wilmington, DE 19802	Andrew Smith (302) 778-1101 Open Recreation		Urban	Breakfast	X	X	X	X	6/16/2018	8/24/2018	Vended	8:00 AM	10:00 AM	55	65	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	55	65	
LJ's Summer Enrichment (Wanda Church) 4066 New Castle Avenue Annapolis Temple of Praise New Castle, DE 19720	Chana Harris (302) 764-5653 Open Recreation	2022	Rural	Breakfast	X	X	X	X	6/16/2018	8/24/2018	Vended	7:30 AM	9:30 AM	34	44	N
				Lunch	X	X	X	X			Vended	11:30 AM	12:30 PM	34	44	

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

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Wilmington Department of Youth & Families-0300000025
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Mosher African Union Church 812 N Franklin Street Peter Spencer Family Life Foundation/Freedom School Center Wilmington, DE 19806	Francis Livingston (302) 436-8200 Open	2022	Urban	Breakfast	X	X	X	X	6/18/2018	6/24/2018	Vended	7:00 AM	9:00 AM	50	100	N
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	51	51	
Muslim Center of Wilmington 2102 Northeast Blvd. Wilmington, DE 19802	Rasheda Bey (302) 571-0532 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	6/24/2018	Vended	7:30 AM	9:30 AM	21	31	N
				Lunch	X	X	X	X			Vended	11:00 AM	1:00 PM	21	31	
Neighborhood House/Courthouse 1218 B Street Wilmington, DE 19801	Cynthia Williams (302) 632-3928 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	6/17/2018	Vended	8:00 AM	10:00 AM	40	50	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	40	50	
Tara Campbell Town House Apartment Camp 531 A Towne Court Wilmington, DE 19801	Tondra Mangum (302) 571-0217 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	6/24/2018	Vended	9:00 AM	11:00 AM	30	40	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	30	40	
Tara O'Leary Fellowship 508 E 18th Street Wilmington, DE 19802	Jarvis Duffell (302) 762-5600 Open Other		Urban	Supper	X	X	X	X	6/13/2018	6/19/2018	Vended	5:30 PM	7:30 PM	50	60	N

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendor#

Wilmington Department of Youth & Families-0000000025
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
New Vision Ministries 100 West 24th Street Wilmington, DE 19802	Marc Oshry (302) 341-7438 Open Other	2022	Urban	Breakfast	X	X	X	X	7/16/2018	7/26/2018	Vended	9:00 AM	10:00 AM	25	35	N	
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	25	35		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
No Limit Mentoring Empowerment Program 741 West Main St Wilmington, DE 19801	Sharonica Woolson (302) 345-9777 Open Recreation	2022	Urban	Supper	X	X	X	X	7/18/2018	8/24/2018	Vended	6:00 PM	7:00 PM	65	75	N	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
North Learning Academy 1507 Maryland Avenue Wilmington, DE 19805	Tia Parks (302) 355-6646 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/25/2018	8/10/2018	Vended	8:00 AM	10:00 AM	18	28	H	
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	18	28		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	T	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
North Lake Village 400 Catherine Street Middletown, DE 19709	Janet Wilson (302) 373-0578 Open Recreation		Rural	Lunch	X	X	X	X	7/18/2018	8/24/2018	Vended	12:00 PM	1:30 PM	50	60	N	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Oakmont Park Oakmont Drive New Castle, DE 19720	Ivy Jones-Landolt (302) 258-7546 Open Other		Rural	Breakfast	X	X	X	X	6/19/2018	8/24/2018	Vended	10:30 AM	11:30 AM	25	35	N	
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	25	35		

Delaware Department of Education
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
One Love Evening Park 24th and Tazewell Street Wilmington, DE 19802	Melody Jordan-Oliveras (302) 287-3596 Open Recreation		Urban	Supper	X	X	X	X	X	6/19/2018	8/24/2018	Vended	4:00 PM	6:00 PM	15	25		N
One Love Park One Love Park (Total) 34th and Tazewell Street Wilmington, DE 19802	Alinda May (302) 333-9731 Open Other		Urban	Breakfast	X	X	X	X	X	6/18/2018	8/24/2018	Vended	10:30 AM	11:30 AM	25	35		N
				Lunch	X	X	X	X	X			Vended	12:15 PM	1:45 PM	25	35		
One Village Alliance 600 N. Washington Street Wilmington, DE 19802	Claudia Ptas (302) 275-7715 Open Other	2022	Urban	Breakfast	X	X	X	X	X	7/9/2018	8/10/2018	Vended	11:30 AM	12:30 PM	30	40		N
				Lunch	X	X	X	X	X			Vended	3:30 PM	4:30 PM	30	40		
People's Baptist Church P.C.M. 50 South Street New Castle, DE 19720	Andy Whalen (302) 437-7811 Open Other	2022	Rural	Breakfast	X	X	X	X	X	7/16/2018	8/24/2018	Vended	9:45 AM	10:45 AM	25	35		N
				Lunch	X	X	X	X	X			Vended	12:30 PM	2:30 PM	25	35		
Police Athletic League (Evening) 3101 North Market Street Wilmington, DE 19802	Debra Gooden (302) 794-6170 Open Recreation	2022	Urban	Supper	X	X	X	X	X	6/18/2018	8/24/2018	Vended	4:00 PM	6:00 PM	45	55		N

Delaware Department of Education
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Robee Athletic League of Wilmington 3707 North Market Street Wilmington, DE 19802	Kerry Jackson (302) 764-6170 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/19/2018	8/24/2018	Vended	8:00 AM	10:00 AM	125	135		N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	125	135		
Presbyterian Church of the Covenant 503 Duncan Road Wilmington, DE 19809	Elsie Murphy (302) 834-8860 Open Recreation	2022	Rural	Supper	X	X	X	X	7/23/2018	7/29/2018	Vended	5:00 PM	6:00 PM	55	55		N
Rose of Sharon II 200 West 25th Street Wilmington, DE 19822	Maurice Jones (302) 781-9623 Open Other	2022	Urban	Breakfast	X	X	X	X	6/19/2018	8/24/2018	Vended	8:00 AM	10:00 AM	10	20		N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	10	20		
Rosegate Park 343 Thom Court (Cade) New Castle, DE 19720	Mary Bangs (302) 723-3618 Open Other	2022	Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:30 AM	11:15 AM	25	35		N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	25	35		
Rosehill Park (Holloway Tennis) 19 Lumberton Lane New Castle, DE 19720	Cherry Reed (302) 358-7472 Open Other	2022	Rural	Breakfast	X	X	X	X	6/18/2018	8/24/2018	Vended	10:00 AM	11:00 AM	15	25		N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25		

Delaware Department of Education
Nutrition Services Division
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Sponsor Schedule A- 2016 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Salvation Army Day Camp Summer Day Camp 400 North Orange Street Wilmington, DE 19801	Kathleen Gill (302) 472-0711 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/15/2016	8/24/2016	Vended	7:30 AM	9:30 AM	40	50	N
				Lunch	X	X	X	X			Vended	11:30AM	1:30 PM	50	60	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Diamonds Garden Park 84 Emeralds Drive New Castle, DE 19720	Patricia King (302) 556-9551 Open Other	2022	Rural	Breakfast	X	X	X	X	6/15/2016	8/24/2016	Vended	10:00 AM	11:00 AM	15	25	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Opportunity Early Learning Center 3401 Governor Printz Blvd Wilmington, DE 19802	Aria Emory (302) 784-7630 Open Recreation	2022	Urban	Breakfast	X	X	X	X	5/18/2016	8/24/2016	Vended	8:00 AM	9:30 AM	25	35	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:30 PM	25	35	
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TM	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Summer Youth Employment Training 200 S. DuPont Street @ Bayard Middle School Wilmington, DE 19805	Ed Corrao (302) 576-3810 Open Recreation	2022	Urban	Lunch			X		6/12/2016	8/19/2016	Vended	11:00 AM	1:00 PM	150	150	N
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TM	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Summer Youth Employment Training II - Afternoon 200 S. DuPont Street Wilmington, DE 19805	Ed Corrao (302) 576-3810 Open Recreation	2022	Urban	Lunch			X		6/20/2016	8/6/2016	Vended	4:00 PM	6:00 PM	150	150	N

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06

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Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Durbin Park Anderson and Brydun Drives In the Development of Durbin Wilmington, DE 19801	Amber Kahly (302) 310-1711 Open Other		Rural	Breakfast	X	X	X	X			6/15/2018	6/24/2018	Vended	12:00 AM	11:00AM	15	25		H
				Lunch	X	X	X	X					Vended	12:00 PM	1:45PM	15	25		
Thomas A. Edison Charter School 2300 North Locust Street Wilmington, DE 19802	Marquita Hanson (302) 778-1101 Open School		Urban	Breakfast	X	X	X	X			6/15/2018	6/24/2018	Vended	8:00 AM	10:00 AM	160	170		H
				Lunch	X	X	X	X					Vended	11:00 AM	1:00 PM	160	170		
Trish Park 7th and 8th and Franklin Streets Intersection of 3th and Franklin Streets Wilmington, DE 19806	Ruben Williams (302) 288-7738 Open Other		Urban	Breakfast	X	X	X	X	X		6/15/2018	6/24/2018	Vended	10:00 AM	11:00 AM	35	35		H
				Lunch	X	X	X	X	X				Vended	12:30 PM	1:45 PM	35	45		
Trinity Church PCFLF CDF Freedom School 11108 North Adams Street Wilmington, DE 19801	Tashia Boone (302) 353-4223 Open Recreation	2022	Urban	Lunch	X	X	X	X			6/25/2018	6/15/2018	Vended	12:00 PM	1:30 PM	40	50		H
Urban Playville - Camp Allen 408 East 5th Street People's Garden Wilmington, DE 19801	Nadine Ross (318) 260-0830 Open Recreation	2022	Urban	Breakfast	X	X	X	X			6/25/2018	6/1/2018	Vended	8:00 AM	10:00 AM	50	50		H
				Lunch	X	X	X	X					Vended	12:00 PM	2:00 PM	50	50		

Sponsor Schedule A - 2016 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise - Camp Faith 718 N. Monroe Street Wilmington, DE 19801	Marcus Bryant (302) 761-0218 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			7/25/2018	8/2/2018	Vended	9:00 AM	12:00 AM	45	55	N	
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	45	55		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise - Camp Freedom 2401 Thacker Street Wilmington, DE 19802	Tim Lewis (302) 824-2711 Open Recreation		Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	9:00 AM	12:00 AM	65	75	N	
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise Camp Hope 451 Tealand Street Mt Joy 18 Church Wilmington, DE 19801	Andrew Harris (410) 258-0573 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75	N	
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise Camp Haven 1902 West 12th Street AKACamp Promise Wilmington, DE 19806	Jamie Ruzar (302) 290-9368 Open Recreation	2022	Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75	N	
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		
Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	S	M	T	W	R	F	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Trips?	Field
Urban Promise/Camp Harmony 2251 North Market Street Wilmington, DE 19801	Tham Peterson (302) 210-4217 Open Recreation		Urban	Breakfast	X	X	X	X	X			6/25/2018	8/3/2018	Vended	8:00 AM	10:00 AM	65	75	N	
				Lunch	X	X	X	X	X					Vended	12:00 PM	2:00 PM	65	75		

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-08 Vendor Number: No Vendor#
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Sponsor Schedule A - 2018 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Does Due (Year)	Site Type	Meal	SM	TW	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
St. Joseph Church 1012 French Street Wilmington, DE 19801	Don Omega (856) 759-2178 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/25/2018	6/30/2018	Vended	8:00 AM	10:00 AM	20	90	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	20	90	
Victorious Faith Christian Worship Center 600 Concord Avenue Wilmington, DE 19802	Lucas Green (302) 366-4046 Open Recreation	2022	Urban	Supper	X	X	X	X	7/23/2018	8/24/2018	Vended	5:30 PM	7:30 PM	45	55	N
Widge of Excellence 2412 Thatcher Street Wilmington, DE 19802	Charles Harris (302) 764-0218 Open Recreation		Urban	Breakfast	X	X	X	X	6/18/2018	6/24/2018	Vended	8:30 AM	11:00 AM	15	35	N
				Lunch	X	X	X	X			Vended	12:30 PM	2:00 PM	15	35	
West End Neighborhood House 710 North Lincoln Street Wilmington, DE 19805	Mara Greenblatt (302) 658-4171 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/18/2018	6/24/2018	Vended	8:30 AM	10:30 AM	100	110	N
				Lunch	X	X	X	X			Vended	11:30 AM	1:30 PM	100	110	
William Hicks Anderson Community Center 501 N. Madison Street Wilmington, DE 19801	Carolyn Peak (302) 571-4266 Open Recreation	2022	Urban	Breakfast	X	X	X	X	7/2/2018	8/17/2018	Vended	7:30 AM	9:00 AM	50	90	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	95	105	

Delaware Department of Education
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Sponsor Schedule A - 2015 Summer Food Service Program Sites

Site Name Site Address	Contact Name Phone Number Type of Site Primary Service	Eligibility Docs Due (Year)	Site Type	Meal	SM	TRV	RF	S	Start Date	End Date	Meal Type	Start Time	End Time	ADP	CAP	Field Trips?
Windows of Heaven Child Care 3007 North Tatnell Street Wilmington, DE 19802	Eta Cunningham (302) 784-0583 Open Other	2022	Urban	Breakfast	X	X	X	X	6/15/2015	8/24/2015	Vended	8:00 AM	10:00 AM	10	20	N
				Lunch	X	X	X	X			Vended	11:30AM	1:30 PM	10	20	
Woodlawn Park 4th and Fessie Streets Wilmington, Delaware, DE 19805	Mona Sampson (302) 602-3648 Open Other		Urban	Breakfast	X	X	X	X	6/15/2015	8/24/2015	Vended	10:00AM	11:00 AM	13	23	N
				Lunch	X	X	X	X			Vended	12:00 PM	1:45 PM	15	25	
Junior School 2 & 2 Early Learning Center 1315 North Union Street Wilmington, DE 19803	Shirley Azz (302) 655-1962 Open Other	2022	Urban	Breakfast	X	X	X	X	6/15/2015	8/24/2015	Vended	8:00 AM	10:00 AM	45	55	N
				Lunch	X	X	X	X			Vended	11:00AM	1:00 PM	45	55	
Youth Empowerment Program 1809 Dyanore Street Wilmington, DE 19805	Cory Harris (302) 397-5445 Open Recreation	2022	Urban	Lunch	X	X	X	X	6/15/2015	8/24/2015	Vended	2:00 PM	4:00 PM	75	55	N
Youth Law Enforcement Academy 500 Wilmington Avenue Wilmington, DE 19801	Ruth Townsend (302) 379-3155 Open Recreation	2022	Urban	Breakfast	X	X	X	X	6/15/2015	8/29/2015	Vended	8:30 AM	10:30 AM	25	35	N
				Lunch	X	X	X	X			Vended	12:00 PM	2:00 PM	25	35	

Schedule B

U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ³
Vegetables and Fruits – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Vegetable or fruit or	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice	¾ cup (4 fluid ounces)		¾ cup (6 fluid ounces) ⁵
Grains/Breads⁶ – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁷	1 serving ⁷	1 serving ⁷
Cold dry cereal or	¾ cup or 1 ounce ⁸		¾ cup or 1 ounce ⁸
Cooked cereal or cereal grains or	¾ cup	¾ cup	¾ cup
Cooked pasta or noodle products	¾ cup	¾ cup	¾ cup
Meat/Meat Alternates Equivalent quantity of any combination of...	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ⁹ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¾ cup	¾ cup ¹	¾ cup ¹
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹⁰ or		1 ounce=50% ¹¹	1 ounce
Yogurt ¹²	4 ounces or ½ cup	8 ounces or 1 cup	4 ounces or ½ cup

1 For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
2 Served as a beverage or on cereal or used in part for each purpose.
3 Served as a beverage.
4 Serve two or more kinds of vegetable or fruits or a combination of both.
5 Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
6 Juice may not be served when milk is served as the only other component.
7 Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or fortified.

7 Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
8 Either volume (cup) or weight (ounces), whichever is less.
9 Must meet the requirements of 7 CFR 225 Appendix A.
10 Tree nuts and seeds that may be used as meat alternate are listed in program guidance.
11 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
12 Plain or Flavored, unsweetened or sweetened.

SCHEDULE C
WILMINGTON DEPARTMENT OF PARKS AND RECREATION
SUMMER BREAKFAST PROGRAM

BREAKFAST MENU

DAY 1	FRESH FRUIT HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT APPLE JUICE WHITE MILK 1%
DAY 2	FRUIT JUICE BLUEBERRY MUFFIN FRUIT CUP WHITE MILK 1%
DAY 3	PEAR CUP (1/2 CUP) CINNAMON BAGEL CREAM CHEESE PINEAPPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 4	STRAWBERRY YOGURT BANANA MUFFIN FRESH PLUM ORANGE JUICE MILK 1%
DAY 5	APPLE SAUCE (1/2 CUP) WHOLE GRAIN/CINNAMON ROLL GRAPE JUICE (1/2 CUP) WHITE MILK 1%
DAY 6	FRESH FRUIT CRISPY WHEAT & RAISINS OR EQUIVALENT ORANGE JUICE (1/2 CUP) WHITE MILK 1%
DAY 7	FRESH FRUIT GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT APPLE SAUCE (1/2 CUP) MILK 1%
DAY 8	BAGEL WITH JELLY ORANGE JUICE MILK 1%

BREAKFAST MENU
(continued)

DAY 9	FRESH FRUIT FRUIT LOOPS (1 CUP) APPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 10	FRESH FRUIT DONUT GRAPE JUICE MILK 1%
DAY 11	FRESH FRUIT STRAWBERRY BREAKFAST BAR ORANGE JUICE (1/2 CUP) MILK 1%
DAY 12	FRESH FRUIT FRUIT YOGURT GRAHAM CRACKERS APPLE JUICE (1/2 CUP) WHITE MILK 1%
DAY 13	FRESH FRUIT FROSTED FLAKES (1 CUP) GRAPE JUICE (1/2 CUP) WHITE MILK 1%
DAY 14	APPLE SAUCE (1/2 CUP) MINI WHEATS LITTLE BITES (1 CUP) ORANGE JUICE (1/2 CUP) WHITE MILK 1%
DAY 15	FRESH FRUIT CINNAMON ROLL/WHOLE GRAIN FRUIT JUICE (1/2 CUP) WHITE MILK 1%

**WILMINGTON DEPARTMENT OF PARKS AND RECREATION
SUMMER LUNCH AND DINNER PROGRAM**

(Supper menu will be the same menu as lunch.)

LUNCH MENU/SUPPER MENU

DAY 1	TURKEY HAM & AMERICAN CHEESE HAMBURGER ROLL MUSTARD APPLE SAUCE ORANGE JUICE GRAHAM CRACKERS 1% CHOCOLATE MILK
DAY 2	LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN FRENCH DRESSING CRACKERS APPLE MUFFIN PINEAPPLE JUICE 1% CHOCOLATE MILK
DAY 3	SLICED TURKEY KAISER ROLL MIXED FRUIT CUP GRAPE JUICE MAYONNAISE GRAHAM CRACKERS 1% CHOCOLATE MILK
DAY 4	SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN MAYONNAISE PINEAPPLE TIDBITS 1% CHOCOLATE MILK
DAY 5	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD PEACH CUP APPLE JUICE MUSTARD 1% CHOCOLATE MILK
DAY 6	AMERICAN CHEESE & TURKEY BREAST WHEAT BREAD PEACH CUP APPLE JUICE MAYONNAISE CHEESE & CRACKERS 1% CHOCOLATE MILK

LUNCH MENU/SUPPER MENU
(continued)

DAY 7	CHICKEN SALAD WHEAT BUN PEACH CUP APPLE JUICE MAYONNAISE 1% CHOCOLATE MILK
DAY 8	PEANUT BUTTER AND JELLY SWIRL WHOLE GRAIN CRACKERS CINNAMON APPLE SAUCE RAISINS 1% CHOCOLATE MILK
DAY 9	BEEF BOLOGNA & AMERICAN CHEESE WHITE BREAD MUSTARD PINEAPPLE TIDBITS APPLE JUICE LOW-FAT GRANOLA 1% CHOCOLATE MILK
DAY 10	SLICED CHICKEN KAISER ROLL MAYONNAISE GRAPE JUICE APPLE SAUCE CUP 1% CHOCOLATE MILK
DAY 11	AMERICAN CHEESE & TURKEY BREAST KAISER ROLL MAYONNAISE CELERY STICK AND CUCUMBER SAUCE APPLE JUICE MANGO SLICES 1% CHOCOLATE MILK
DAY 12	TUNA, TOMATO & LETTUCE, WITH MUSTARD AND MAYO PACKETS WAFERS GRAPES BAKED TORTILLA CHIPS W/SALSA PINEAPPLE JUICE 1% CHOCOLATE MILK

LUNCH MENU/SUPPER MENU
(continued)

DAY 13	BEEF BOLOGNA & AMERICAN CHEESE WHEAT BREAD MUSTARD PINEAPPLE CUP BABY CARROTS & CUCUMBER SAUCE FRUIT JUICE 1% CHOCOLATE MILK
DAY 14	SWISS CHEESE & TURKEY HAM STEAK ROLL MUSTARD LETTUCE & TOMATO CUP MIXED FRUIT CUP GRAPE JUICE 1% CHOCOLATE MILK
DAY 15	BEEF BOLOGNA & AMERICAN CHEESE HAMBURGER ROLL PEAR CUP FRUIT JUICE MUSTARD CELERY STICKS & CUCUMBER SAUCE 1% CHOCOLATE MILK

See Table for portion sizes.

preferred meals

Wilmington Department of Parks & Recreation

Summer Lunch-Supper

Monday	Tuesday	Wednesday	Thursday	Friday
Day 1 Turkey Ham & American Cheese on a Roll Applesauce Orange Juice Mustard Graham Crackers Fat Free Chocolate Milk	Day 2 Chicken Strips Lettuce & Tomato French Dressing Crackers Apple Muffin Orange Juice Fat Free Chocolate Milk	Day 3 Sliced Turkey on a Kaiser Roll Mixed Fruit Cup Grape Juice Mayonnaise Graham Crackers Fat Free Chocolate Milk	Day 4 Sliced Chicken on a Bun Lettuce & Tomato Pineapple Tidbits Mayonnaise Fat Free Chocolate Milk	Day 5 Beef Bologna & American Cheese on Wheat Bread Peach Cup Apple Juice Mustard Fat Free Chocolate Milk
Day 6 Turkey Breast & American Cheese on Wheat Bread Peach Cup Apple Juice Mayonnaise Cheese on Cheese Crackers Fat Free Chocolate Milk	Day 7 Chicken Salad on a Wheat Bun Peach Cup Apple Juice Mayonnaise Fat Free Chocolate Milk	Day 8 Tuna Salad WG Crackers Cinnamon Applesauce Raisins Fat Free Chocolate Milk	Day 9 Beef Bologna & American Cheese on Wheat Bread Pineapple Cup Apple Juice Mustard Granola Fat Free Chocolate Milk	Day 10 Sliced Chicken on a Kaiser Roll Applesauce Cup Grape Juice Mayonnaise Fat Free Chocolate Milk
Day 11 Turkey Breast & American Cheese on a Kaiser Roll Apple Juice Melon Mayonnaise Fat Free Chocolate Milk	Day 12 Tuna Salad Lettuce & Tomato Mustard/Mayonnaise Wheat Crackers Grapes Blended Fruit Juice Tortilla Chips w/Salsa Fat Free Chocolate Milk	Day 13 Beef Bologna & American Cheese on Wheat Bread Pineapple Cup Fruit Juice Mustard Baby Carrots & Ranch Fat Free Chocolate Milk	Day 14 Turkey Ham & American Cheese on a Steak Roll Lettuce & Tomato Mixed Fruit Cup Grape Juice Mustard Fat Free Chocolate Milk	Day 15 Beef Bologna & American Cheese on a Roll Pear Cup Fruit Juice Mustard Celery Sticks & Ranch Fat Free Chocolate Milk

** MENU SUBJECT TO CHANGE **

www.preferredmeals.com



The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.nrc.usda.gov/complaint/filingonline.html>, or at any USDA office, or call (866)832-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington D.C. 20250-9410, by fax (202)690-7442 or email program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800)877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.



PRICE PAGE

PROPOSAL FORM

DATE: 01/29/2019

CONTRACT: 19048PR

Attached hereto is a bid bond in the amount of 10% dollars
and _____ cents.

City of Wilmington Business License Number is 1933.

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals, when in its judgment, it is in the best interest of the City of Wilmington to do so.

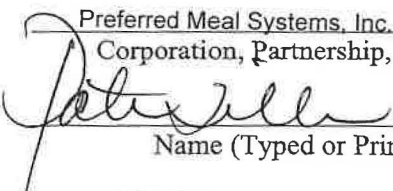
A valid license/permit and a copy of the most recent health inspection need to be submitted with proposal form.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the City of Wilmington, Parks and Recreation (various locations), Wilmington, Delaware 19801.

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	2,500	49	Individual Breakfasts (as specified)	\$ <u>1.52</u>	\$ <u>186,200.00</u>
2	3,000	49	Individual Lunches (as specified)	\$ <u>2.59</u>	\$ <u>380,730.00</u>
3	800	44	Individual Suppers (as specified)	\$ <u>2.59</u>	\$ <u>91,168.00</u>
GRAND TOTAL					\$ <u>658,098.00</u>

Location of Bidders' Preparation Facility: 5600 First Avenue, Building C
Brooklyn, NY 11220

FIRM: Preferred Meal Systems, Inc.
Corporation, Partnership, Individual

PER:  Patrice Tillman
Name (Typed or Printed)

TITLE: VP of Finance - Controller

EMAIL: patrice.tillman@preferredmeals.com

ADDRESS: 5240 St. Charles Rd., Berkeley, IL 60163

PHONE: 708-318-2500

FAX: 708-493-2690

FEDERAL I.D.: 36-2664596

CONSENT OF SURETY

DATE: 01/17/2019

TO: City of Wilmington
800 French Street
Wilmington, DE 19801

Gentlemen:

We, the Aspen American Insurance Company
175 Capital Blvd. Suite 300
(Surety Company's Address)
Rocky Hill, CT 06067

a Surety Company authorized to do business in the State of Delaware, hereby agree that if

Preferred Meal Systems, Inc.
(Contractor)
5240 St. Charles Road, Berkeley IL 60163
(Address)

is awarded Contract 19048PR- Summer Food Service Program. We will write the required Performance and/or Labor and Materials
Bond required by Paragraph 6 of the Instructions to Bidders.

Aspen American Insurance Company
Surety Company

BY: 
Attorney-in-Fact



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Stephen A. Vann and Kathryn Wieland Allen of Lockton Companies, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 17th Day of November 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen Senior Vice President

On this 17th day of November 2017 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof

Notary Public

My commission expires: 2/28/2019

Vanessa Arias
Notary Public
State of Connecticut

My Commission Expires February 28, 2019

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 17 day of January, 2019

By:

Name: Kevin Gillen Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7725 or email: Vanessa.arias@aspen-insurance.com

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Preferred Meal Systems, Inc.

AWARD NUMBER AND/OR PROJECT NAME

Summer Food Service - City of Wilmington

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patrice Tillman, VP of Finance - Controller

SIGNATURE



DATE

01/29/2019

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Preferred Meal Systems, Inc.
Name of Food Service Management Company

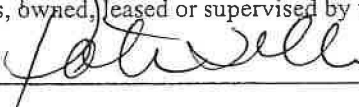
City of Wilmington Parks and Recreation
Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.


Signature of Food Service Management
Company's Authorized Representative

VP of Finance - Controller

01/29/2019

Date

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

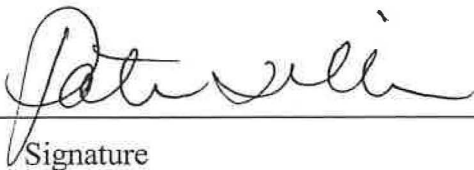
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Patrice Tillman, VP of Finance - Controller

Name and Title of Authorized Representative (please print or type)



Signature

01/29/2019

Date

Name of Company: Preferred Meal Systems, Inc.

Address: 5240 St. Charles Road

Berkeley, IL 60163

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “voluntarily excluded”, as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (202) 786-0688.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Patrice Tillman Title: VP of Finance - Controller Telephone No.: 708-318-2500 Date: 01/29/2019		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM, P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural
Commodities Act - 7 U.S.C. 499a - 499s)

LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
10140403	02-04-2019	BOTH FRESH & FROZEN	PROCESSOR	CORPORATION	0

ATTN: PAUL ALTOBELLI
MARAMONT CORP THE
5600 FIRST AVE BLDG C
BROOKLYN

NY 11220-0000

*Read
"NOTICE TO LICENSEE"
on reverse side*

LICENSEE:
*Please examine this Certificate
for accuracy.
Report errors to P.A.C.A. Office
at above address*

3US: 5600 FIRST AVE BLDG C
BROOKLYN

NY 11220-0000

Phone: (708) 318-2500 Fax: (718) 238-0974 Email: PATRICE.TILLMAN@PREFERREDMEALS.COM

EIN: 112592956

STATE IN WHICH INCORPORATED OR FORMED
NEW YORK

DATE INCORPORATED
11-19-1981

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
TILLMAN PATRICE	CO, VP
K ARB DAVID	VP
WHIVARI GEORGE A	CEO, P
MARTAMONT HOLDINGS CORP	SH

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

1231
(10-02)
CG: HFDL

Randall Jones

DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
108 AIRLINE DRIVE
ALBANY, NEW YORK 12235

LICENSE NOTICE

Please post this license notice in the establishment.

Date Issued: 08/15/2017

New York State
Department of Agriculture and Markets
Albany, NY 12235

Entity No.: 89620

Expires: 08/14/2019

Certificate No.: 158155

Fee Paid: \$400

FOOD PROCESSING LICENSE

Estab No.: 614197

Pursuant to Article 20-C of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be performed at this location.

This license cannot be sold or transferred.

MARAMONT CORP THE
MARAMONT THE
5600 1ST AVE BLDG C
BROOKLYN, NY 11220


Richard A. Ball
Commissioner

U.S. DEPARTMENT OF AGRICULTURE
FOOD SAFETY AND INSPECTION SERVICE

GRANT OF INSPECTION

1. DATE

August 16, 2016

2. ESTABLISHMENT NO.

5370 / P-987

3. DISTRICT CODE

60 24

4. NAME AND MAILING ADDRESS OF APPLICANT (Use 9 Digit Zip Code if Known)

Preferred Meal Systems Inc.
5240 St. Charles Road
Berkeley, IL 60163

5. DISTRICT OFFICE CONTACT INFORMATION (mailing address, e-mail, phone number)

Philadelphia District Office
Mellon Independence Center, 701 Market Street, Suite 4100-A
Philadelphia, PA 19106
E-mail: Philadelphia.GrantCurator@fsis.usda.gov

6. LOCATION OF ESTABLISHMENT (PHYSICAL STREET ADDRESS)

5600 First Avenue
Brooklyn, NY 11220

7. TYPE OF GRANT

- ☐ CONDITIONAL (VALIDATE HACCP PLAN)
☒ REGULAR

8. TYPE OF INSPECTION (Check all that apply)

- ☒ MEAT ☒ POULTRY ☐ EGG
☐ IMPORT ☐ SILURIFORMES FISH

9. DATE OF INAUGURATION OF SERVICE

April 27, 1984

AGREEMENT AND CERTIFICATION: A survey of your establishment at the location shown above indicates compliance with the applicable requirements in Title 9 CHAPTER III – FOOD SAFETY AND INSPECTION SERVICE, DEPARTMENT OF AGRICULTURE regulations promulgated under the authority of the Federal Meat Inspection Act, the Poultry Products Inspection Act, or the Egg Products Inspection Act. Accordingly, inspection service is granted.

A copy of FSIS Form 5200-2, *Application for Federal Inspection*, is enclosed or attached. This application specifies the type of operation conducted at your establishment and contains your agreement and certification that you will conform strictly to applicable Federal law and regulations pertaining to the inspection of meat, poultry, Siluriformes fish or egg product or the importation of meat, poultry, Siluriformes fish or egg product.

Your establishment is under the supervision of the District Office. Contact the District Office if you need help in interpreting the provisions of the regulations

REMARKS:

Revised to show Update: Change of Officers.
Other Names: The Maramont Corporation

CC:

District Office Staff - Philadelphia, PA
Frontline Supervisor – Brooklyn, NY
U.S. Government Office File
Debt Management Unit
Personal Property Section - ASD
Printing and Distribution Branch - ASD
Official Est. File

Tel. No.: 718-439-8900

DISTRICT MANAGER SIGNATURE

PRINT NAME

Ms. Susan G. Scarcia, District Manager

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. 017164 LICENSE NO. 1933 CODE 9008 WHOLESALE NON-EDIBLE
BUSINESS PREFERRED MEAL SYSTEMS INC
5240 SAINT CHARLES RD
BERKELEY, IL 60163-1341

PREFERRED MEAL SYSTEMS INC
5240 SAINT CHARLES RD
BERKELEY, IL 60163-1341

2019

FEE PAID
\$181.00

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. 022543 LICENSE NO. 2592 CODE 9007 WHOLESALE EDIBLE

BUSINESS PREFERRED MEAL SYSTEMS
5240 SAINT CHARLES RD
BERKELEY, IL 60163-1341

PREFERRED MEAL SYSTEMS
5240 SAINT CHARLES RD
BERKELEY, IL 60163-1341

2019

FEE PAID
\$0.00

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE



State of Delaware Division of Revenue

--- Temporary License ---

License number	2012103617
Name	PREFERRED MEAL SYSTEMS INC
Address	5240 SAINT CHARLES RD BERKELEY, IL 60163-1341

Revenue Code	Subtype	Tax Year	Tax Period	Business Code	Amount
0101	02	2021	12/31/2021	374 WHOLESALE-FOOD PROCESSOR	\$225.00
Receipt Date	DLN				
12/06/2018	18-95518-60				

[Renew another license](#)

[Return to Division of Revenue home page](#)

Send tax questions to BusTax@state.de.us.

Send technical questions to DORSupport@state.de.us.

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

February 14, 2019

John D'amelio
Division of Procurement & Records
Department of Finance
City County Building
800 N. French St

Dear Mr. D'amelio

This letter serves to notify the Finance Department that Parks and Recreation, Division of Youth and Families Division accepts the bid submitted by Preferred Meals on contract #19048PR. The bid is for FY19 contract (SFSP) Summer Food Service Program in the amount of six-hundred fifty thousand, ninety-eight dollars and zero cents (\$658,098.00).

The unit cost of each meal is as follows: \$1.52 for approximately 2500 breakfast meals; \$2.59 for approximately 3800 for Lunch/Supper meals. This acceptance is based on the bid opening that was held on January 17th, 2019.

The actual dollar amount to Preferred Meals will be based on the number of meals requested and received by the sponsor.

If there are any questions or concerns, please contact me at (302) 576-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin F. Kelley, Sr.", is written over the signature line.

Kevin F. Kelley, Sr
Director
Department of Parks and Recreation,

Cc: Nicole Adams, M.Ed.-Manager, Youth & Families Division
Aimee Beam-MPA Education Associate, Community Nutrition Programs
Troy Williams-Director of Food Service Program

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19048PR is on this 14th of February awarded to Preferred Meals System, Inc in the amount of \$658,098.00 as per Proposal dated 1/29/19 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:


1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 1/15/19.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 1/15/19 & 1/22/19 stated that bids would be opened at 3:00 p.m. on 2/5/19
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 2/5/19. Other persons present at the opening of the bids were: Phil Ceresini, Mike Maldonado.
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Preferred Meals Systems	Berkeley, IL	1/29/19	\$658.098.00

5. City License Number _____

6. Upon recommendation of Department of Parks & Recreation and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kevin Kelley	Director of Parks & Recreation	2/14/19


Department of Finance, Division of Procurement

PREFERRED MEAL SYSTEMS, INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, President, of Preferred Meal Systems, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the minutes of the corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation on the 7th day of January, 2014.

RESOLVED, that the President and Chief Executive Officer, Vice President and Controller, Senior Vice President of Operations, and Senior Vice President of Information Services of this Corporation be and hereby are authorized to execute and deliver on behalf of this Corporation contract documents; and

FURTHER RESOLVED, that the President and Chief Executive Officer and Vice President and Controller of this Corporation be and hereby are authorized to attest to the said contract and other documents.

I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation.

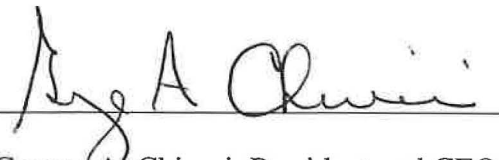
President and Chief Executive Officer

George A. Chivari

Vice President and Controller

Patrice Tillman

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 7th day of January, 2014


George A. Chivari, President and CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PREFERRED MEAL SYSTEMS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MARCH, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PREFERRED MEAL SYSTEMS, INC." WAS INCORPORATED ON THE SECOND DAY OF OCTOBER, A.D. 1967.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



664425 8300

SR# 20191903103

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202420659

Date: 03-12-19

State of Delaware

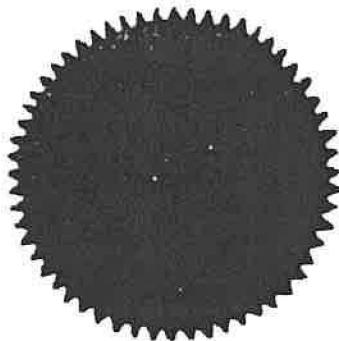


Office of Secretary of State.

I, Elisha C. Duken, Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Incorporation of the "MASS FEEDING CORPORATION",
as received and filed in this office the second day of October,
A.D. 1967, at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this second day
of October in the year of our Lord
one thousand nine hundred and sixty-seven.



Elisha C. Duken

Secretary of State

M. Blount

Asst. Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

DATE (MM/DD/YYYY)

8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	1415356 Preferred Meal Systems, Inc. 5240 St. Charles Road Berkeley IL 60163-1341	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty Co of America		25674
		INSURER B: Sentry Insurance a Mutual Company		24988
		INSURER C: Sentry Casualty Company		28460
		INSURER D: XL Insurance America, Inc.		24554
INSURER E: Gemini Insurance Company		10833		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14159030 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	Y	N	90-18840-06	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	90-18840-04 (AOS) 90-18840-05 (MA) GVE100207901(1X1)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Excess Limit \$ 1,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ \$0	N	N	US00086357L118A	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-18840-01 90-18840-02 (Retro)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	N	N	KJ5CMB4H85126518	9/1/2018	9/1/2019	Limit: \$384,021,016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
City of Wilmington is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured.

CERTIFICATE HOLDER

14159030
City of Wilmington
800 French Street
Wilmington DE 19801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FORM OF BOND

Know All Men by These Presents, That We, _____

Preferred Meals System, Inc.-----

5240 St Charles Road Berkeley, IL 60163

as principal, and Aspen American Insurance Company

175 Capital Boulevard Suite 300 Rocky Hill, CT 06067

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware,(hereinafter sometimes referred to as the Obligee), in the amount of **One Hundred Sixty Four Thousand Five Hundred Twenty Four and ----- 50/100 Dollars (\$164,524.50)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the 27th day of February, 2019

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as **19048PR "SUMMER FOOD SERVICE PROGRAM"** dated 27th day of February 2019, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of the above-mentioned Contract, or in the work to be done under it or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the Principal to the other, shall not in any way release the Principal and/or Surety or either of them, their heirs, executors, administrators, successors, or assign, for liability hereinunder, notice to the Surety of any alteration, extension or forbearance, being hereby expressly waived.


Signed, sealed and delivered

Preferred Meals System, Inc.

in the presence of:



Witness

By: 

Patrice Tillman, VP of Finance - Controller
Name Typed or Printed

Aspen American Insurance Company
Surety Company

By: 

Attorney-In-Fact (Seal)

Address: 175 Capital Boulevard Suite 300
Rocky Hill, CT 06067

Telephone: 404-460-0708



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Stephen A. Vann and Kathryn Wieland Allen of Lockton Companies**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Kevin Gillen**, Senior Vice President, **Mathew Raino**, Senior Vice President, and **Ryan Field**, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 17th day of November 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen Senior Vice President

On this 17th day of November 2017 before me personally came **Kevin Gillen** to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Vanessa Arias
Notary Public

My commission expires: 2/28/2019

Vanessa Arias

Notary Public

State of Connecticut

My Commission Expires February 28, 2019

CERTIFICATE

I, the undersigned, **Kevin Gillen** of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 27 day of February, 2019

By: *Kevin Gillen*

Name: Kevin Gillen Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7725 or email: Vanessa.arias@aspen-insurance.com

--- - - C O N T R A C T -----

THIS AGREEMENT made the 27th day of February in the year **Two Thousand Nineteen** and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Preferred Meals Systems, Inc.** party of the second part (hereinafter designated the Contractors)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **19048PR "SUMMER FOOD SERVICE PROGRAM"** for the **Parks & Recreation Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **1/15/19 & 1/22/19** and specifications identified as Contract No. **19048PR** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of **Six Hundred Fifty-Eight Thousand Ninety-Eight-----Dollars and 00/100 (\$658,098.00)** as per Proposal dated **1/29/19** to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, martial status, race, religion, color, national origin or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Director of Parks and Recreation**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

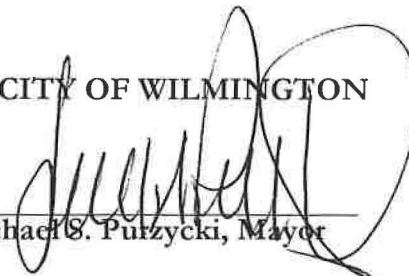
Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:



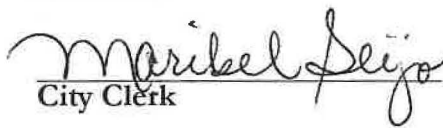
Witness

THE CITY OF WILMINGTON

By: 

Michael S. Purzycki, Mayor

ATTEST:

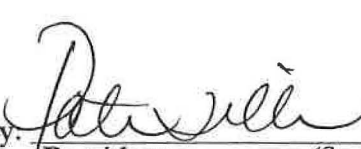


City Clerk

Preferred Meals Systems, Inc.



Witness

By: 

President (Seal)
VP of Finance - controller

ATTEST:



Secretary

Wilmington, Delaware
June 20, 2019

#4673

Sponsor:

**Council
Member
Harlee**

Co-Sponsor:

**Council
Member
McCoy**

WHEREAS, the State of Delaware, Department of Transportation (“DelDOT”) is the owner of real property located in Wilmington, Delaware, known as the I-95 Right-of-Way; and

WHEREAS, DelDOT desires to donate by custodial agreement (which is attached, in substantial form, as Exhibit A), a portion of the of the I-95 Right-of-Way, as fully described and depicted in Exhibit A, (“Property”) to the City of Wilmington in order for the City to construct a Skate Park Recreation Facility; and

WHEREAS, the City of Wilmington is willing to accept a donation of the Property from DelDOT in order to construct a Skate Park Recreation Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council, acting pursuant to Wilm. C. (Charter) § 8-204, hereby approves the acceptance by the City of Wilmington of the Property from the State of Delaware, Department of Transportation, and authorizes the Department of Parks and Recreation to take all actions necessary, including the payment of any recording fees, to finalize the transfer of the Property to the City of Wilmington.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Parks and Recreation to accept the donation of a portion of the I-95 Right-of-Way, as fully described and depicted in Exhibit

A, from the State of Delaware, Department of Transportation, in order to construct a Skate Park Recreation Facility.

EXHIBIT A

Tax Parcel No.: Right of Way-
NO TAX PARCEL NUMBER
ASSIGNED

Prepared by:
Delaware Department of Transportation
P. O. Box 778
Dover, DE 19903

Return to:

CUSTODIAL RESOLUTION

FOR TRANSFER OF CERTAIN LANDS
FROM
THE DEPARTMENT OF TRANSPORTATION
TO
THE CITY OF WILMINGTON

This Custodial Resolution is made and entered into as of this ____ day of _____ 2019, by and between the **State of Delaware, Department of Transportation** (hereinafter referred to as "**DelDOT**"), a Delaware state agency, and the **City of Wilmington** (hereinafter referred to as "**City**"), a Delaware governmental entity.

WHEREAS, DelDOT is responsible for a tract of land identified as Excess Public Right of Way in the State of Delaware, as identified on the attached Exhibit A (hereinafter "DelDOT's Land"); and

WHEREAS, DelDOT's Land is situate in the City of Wilmington, New Castle County and State of Delaware which lands were acquired for transportation purposes which, as of the date of this Custodial Resolution, are not presently required for a transportation project; and

WHEREAS, DelDOT has agreed to convey to the City said lands described on Exhibit A, attached hereto and made a part hereof, for the public purpose of a skate park recreation facility open to the public; and

WHEREAS, DelDOT believes that such conveyance can occur while still retaining such lands that will meet DelDOT's transportation needs; and

WHEREAS, DelDOT has no present or future plans for the utilization of the portion of DelDOT's Land to be conveyed to the City; and

WHEREAS, this conveyance is made in accordance with the provisions set forth in 17 *Del.C.* §137(b)(7).

NOW THEREFORE, BE IT RESOLVED that for and in consideration of the sum of One Dollar (\$1.00) paid from the City to DelDOT, receipt whereof is hereby acknowledged, DelDOT hereby surrenders and transfers to the City any and all of its custodial interests in that portion of DelDOT's Land, subject to the following conditions:

1. The transfer is subject to all matters of record to the extent such matters are valid and enforceable.
2. Any existing easements or rights-of-way for utilities will transfer with the Custodial Resolution and will be accepted by the City.
3. The City shall assume all responsibilities and liabilities for all matters arising following the transfer of custody of that portion of DelDOT's Land described herein to the City.
4. **Restrictions on Use:** In order to accomplish, safeguard, and promote the purposes of this Custodial Resolution, DelDOT, in consultation with the City, hereby declares and covenants that the following restrictions are hereby imposed and shall apply forever in that portion of DelDOT Land to be transferred:
 - (a) In the event that the City does not commence construction activities for a skate park recreation facility on or before _____, then all rights to the DelDOT Land, including possession and use, shall revert back to DelDOT. In that event, the City agrees to cooperate by all means reasonably necessary to accomplish said reversion of the DelDOT Land to DelDOT including, but not limited to, execution of any and all documents necessary to accomplish said reversion.
 - (b) Any building, structure, improvement, or facility to be constructed on the DelDOT Land shall comply with all applicable laws, regulations, codes, and/or ordinances.
 - (c) No dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid, or hazardous waste, substances, materials of whatever nature on, in, over or under the site or into surface or ground water of the site shall occur, except as permitted and required by law.
5. **Permitted Uses:** DelDOT and the City hereby declare and covenant that a skate park recreation facility maintained by or on behalf of the City shall be the only use permitted on the DelDOT Land, subject to the limitations contained herein, and this requirement and restriction shall apply forever to the use and enjoyment of the site. In the event that the City shall ever, at any time, convey its interests in the premises to any other entity or permit the premises to be used in a manner inconsistent with this Custodial Resolution, then all rights to the DelDOT Land, including possession and use, shall revert back to DelDOT. In that event, the City agrees to cooperate by all means reasonably necessary to accomplish said reversion of the DelDOT Land to DelDOT including, but not limited to, execution of any and all documents necessary to accomplish said reversion.
 - (a) Skate park recreation facilities open to the public.

6. **Review Process:** Should the City plan any ground disturbing activity which is not covered by the Permitted Uses defined above, the the City shall consult with the Delaware State Historic Preservation Office (hereinafter referred to as "**SHPO**"), and DelDOT prior to proceeding with any such work. SHPO may require changes to the location, methods, materials, and/or extent of such work, and/or may require the City conduct an archaeological survey to first determine the presence of any archaeological sites. If an archaeological survey is required, the review process shall be carried out in a manner in keeping with the steps defined by the implementing regulations (36 CFR Part 800) of Section 106 of the National Historic Preservation Act (16 U.S.C Part 470). All archaeological work must meet federal and state standards and guidelines, and must be carried out by or under the direct supervision of persons meeting or exceeding the Secretary of the Interior's Professional Qualifications for archaeology. DelDOT shall participate in the review process.

Signature page to follow.

In Witness whereof, the parties have hereunto set their hands and seals as of the date first above written.

Attest:

DEPARTMENT OF TRANSPORTATION

(SEAL)

Name: Jennifer Cohan
Title: Secretary

STATE OF DELAWARE)
)ss.
COUNTY OF KENT)

BE IT REMEMBERED, that on this _____ day of _____, 2019,
personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid
Jennifer Cohan, Secretary of the Department of Transportation, party to this Custodial Resolution, and
acknowledged this Custodial Resolution to be her act and deed and the act and deed of said state agency.

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

Notary Public

WITNESS:

THE CITY OF WILMINGTON

(SEAL)

Name:

Title:

STATE OF DELAWARE

)

)ss.

COUNTY OF _____

)

BE IT REMEMBERED, that on this _____ day of _____, 2019,
personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid
_____, _____ of the City of Wilmington, party to this Custodial
Resolution, and acknowledged this Custodial Resolution to be his/her act and deed and the act and deed
of the City of Wilmington.

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

Notary Public

Exhibit A
Description of DelDOT Land

DESCRIPTION OF PROPOSED SKATE PARK**PORTION OF LAND LOCATED IN THE I-95 RIGHT OF WAY****CITY OF WILMINGTON, DELAWARE**

BEGINNING at the intersection of the southwesterly right of way of Lower Linden Street, a 35 foot wide right of way, and the southeasterly right of way of Liberty Street, a 40 foot wide right of way, said intersection being a distant North $63^{\circ}00'37''$ East 17.50 feet to a point in the center line of Lower Linden Street and North $26^{\circ}59'23''$ West 269.58 feet to the centerline monument found in the intersection of Maryland Avenue, a 64.5 foot wide right of way, and said Lower Linden Street; thence following said southwesterly right of way line of Lower Linden Street and having a meridian reference to the State of Delaware Grid North American Datum 83/91, as now surveyed:

- 1) South $26^{\circ}59'23''$ East 151.33 feet to the southeasterly corner of Parcel Two, as shown on a Record Major Subdivision Plan, titled "Reybold Venture Group XVII, L.L.C.", dated June 24, 2002 and recorded in the Office of the Recorder in New Castle County, Delaware as Instrument Number 20031031-0139425, said southeasterly corner being the beginning of an arc having a radius of 1,560.00 feet, said arc also being the northwesterly right of way line of AMTRAK; thence along said arc,
- 2) Southwesterly 146.89 feet, concave southeasterly, having a radius of 1,560.00 feet and subtended by a chord of South $46^{\circ}56'47''$ West 146.84 feet to a line 25.00 feet southeasterly from the fascia of the I-95 ramp; thence crossing through the I-95 right of way to create a new line of division and being 25.00 feet from the I-95 ramp fascia as now surveyed the following 5 courses:
- 3) Northerly 36.87 feet along an arc concave to the west, having a radius of 1,525.00 feet and subtended by a chord of North $02^{\circ}02'36''$ East 36.87 feet;
- 4) North $01^{\circ}21'02''$ East 28.23 feet to a point on the northwesterly line of said Parcel Two, said point being distant South $62^{\circ}58'40''$ West 30.65 feet and South $46^{\circ}12'37''$ West 90.75 feet to an open iron pipe found at the end of the North $38^{\circ}48'02''$ East 668.64 foot line shown on said Record Major Subdivision Plan; thence continuing
- 5) North $01^{\circ}21'02''$ East 36.79 feet;
- 6) North $00^{\circ}06'11''$ West 69.46 feet;
- 7) North $00^{\circ}12'50''$ West 13.27 feet;

- 8) North 05°04'36" East 34.43 feet to said southeasterly right of way of Liberty Street; thence along said southeasterly right of way line
- 9) North 63°46'25" East 36.68 feet to the POINT OF BEGINNING.

CONTAINING 14,152 square feet or 0.3249 of an acre of land, more or less.

BEING those portions of land of described in a deed between Keybold Venture Group XVII, LLC and State of Delaware, dated March 27, 2018 and recorded in Instrument Number 20180329-0014619 and the land condemned as Parcel No. 1 by the State of Delaware versus Ralph Bell, et al. recorded in a Deed of Record D-71-659, both in said Office of Recorder of Deeds of New Castle County, Delaware.

SUBJECT TO any terms or agreements described in a deed between Consolidated Rail Corporation and Sklut Hide and Fur Co., dated April 21, 1986 and recorded in Deed Book 364, Page 65 in said Office of Recorder of Deeds of New Castle County, Delaware.



Rummel, Klepper and Kahl, LLP
Jeanne L. Nebre, PLS
Professional Land Surveyor
Delaware License No. 828 Exp. 06/30/2019

4/30/2019
Date



\\wilsrv01\v0\projects\2019\19087_COWSk8Park\Survey\ROW\output\M&B\SKATE_PARK.doc



gln
4/30/2019

HELD FOUND 0.5"
OPEN IRON PIPE
(UNDER I-95)

*REYBOLD VENTURE
GROUP XVII LLC
INSTR. NO: 20031031
-0139425

CS 10+56.52
N=632.934.3207
E=615.211.4806

EPE (AE)

EX. CAT.
POLE ON
ROW LINE

EX. GUY
WIRE

EXIST. BASE LINE OF
RAMP EXIT 6

EX. 6' FENCE

I-95 RAMP EXIT 6

ST 13+56.52
N=633.234.0980
E=615.219.3317

POT 13+08.75
N=633.186.3313
E=615.219.5517

STATE OF DELAWARE
DEPARTMENT OF
TRANSPORTATION
REC. D-71 PAGE 659

26-042.00-021
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
INSTR. 20180329-0014619
R=1560.00 L=146.89(C)
CHD.S46°56'47"W 146.84(C)

R=1525.00 L=36.87(C)
CHD.N02°02'35"E 36.87(C)

AMTRAK NORTHEAST CORRIDOR

HELD CM LOCATED AT
THE C OF MARYLAND AVE
AND LOWER LINDEN ST

LIBERTY STREET
40' ROW

EXIST. ROW
N63°00'37"E
17.50'

R/W-DA
N63°46'25"E
36.68(C)
POINT OF
BEGINNING

EXTRA LAND
14152 SQ.FT. /
0.3249 ACRE /-

EXIST. ROW
S26°59'23"E 151.33(C)
LOWER LINDEN STREET
35' ROW

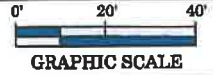
N26°59'23"W 269.58'

EDGE OF
PAVEMENT

CITY OF WILMINGTON, DE.

PROPOSED WILMINGTON
SKATE PARK
PROPERTY

APRIL 2, 2019



\\wilsar\811\2819\14887.CDW\548\Port\Survey\RDW\CAD\NWI.COM\skatepark_19887.dgn

Wilmington, Delaware
June 20, 2019

#4674

Sponsor:

**Council
Member
Turner**

Co-Sponsors:

**Council
President
Shabazz**

**Council
Member
Harlee**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Department of Public Works, applied for a grant from the State of Delaware ("State"), Delaware Department of Health and Social Services ("DHSS"), Division of Public Health ("Public Health"); and the Delaware Department of Natural Resources and Environmental Control ("DNREC") (collectively, the "Grantors"), in the amount of \$110,000; and

WHEREAS, the Department of Public Works intends to use the grant money to conduct a Hoopes Reservoir Interconnection Study for the City of Wilmington, and

WHEREAS, the project will strengthen the sustainability of the precious water resource (2 Billion Gallons) stored at Hoopes Reservoir; and

WHEREAS, the project will also provide greater accountability of the use of said stored water as it relates to the City and the State's dependence on this resource during times of need (i.e. drought, hazardous spills on regional streams, major storm events, etc.)

WHEREAS, the Department of Public Works intends to provide \$110,000 of already budgeted funds to meet the grant's matching funds requirement; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Public Works' grant application to the grantors in the amount of \$110,000 is hereby authorized.

BE IT FURTHER RESOLVED that the Director of Public Works, or her designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Public Works' application for a grant from the grantors in the amount of \$110,000. The grant will enable the City to conduct a Hoopes Reservoir Interconnection Study for the City of Wilmington with the goal of increasing accountability and strengthening sustainability of the City's water supply. There is a required 100% local match.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City. Although the grant requires that the City provide 100% in matching funds, the Department of Public Works intends to provide \$110,000 from already budgeted funds.

Wilmington, Delaware
June 20, 2019

#4675

Sponsor:

**Council
Member
Williams**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Fire Department, applied for a grant from the Federal Emergency Management Agency ("FEMA") in the amount of \$24,000; and

WHEREAS, the Fire Department intends to use the grant money to fund two separate communication security projects, and

WHEREAS, a portion of the grant, in the amount of \$10,000, will be used to outfit both Fire Boat 7 and Marine 7 with Class A Automatic Identification Systems ("AIS") with secure text messaging and interagency operations;

WHEREAS, AIS are intended to allow ships to view marine traffic in their area and to be seen by that traffic; and

WHEREAS, the new secure AIS will be used to replace the current Class B AIS system with the new enhanced system; and

WHEREAS, the new enhanced AIS will enable Fire Department vessels to communicate with Coast Guard and public safety boats using a secure encrypted messaging system; and

WHEREAS, a portion of the grant, in the amount of \$14,000, will be used to acquire two multi-band portable radios for Marine 7 and Fire Boat 7 for use with multi-jurisdictional interoperability communications; and

WHEREAS, the current portable vessel radios are technologically limited and are unable to function in other jurisdictions that do not utilize the 800 MHz radio system. The new multi-band portable radios would enable Marine 7 and Fire Boat 7 to operate in other jurisdictions without utilizing a radio patch from a 911 center; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Fire Department's grant application to FEMA in the amount of \$24,000 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Fire Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Fire Department's application for a grant from FEMA in the amount of \$24,000. The grant will enable the City to fund two separate communications projects that will allow secure communications within the agency and with other public safety agencies.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City as no local matching funds are required.

Wilmington, Delaware
June 20, 2019

#4676

Sponsor:

**Council
Member
Williams**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Fire Department, applied for a pass-through grant from the Federal Emergency Management Agency ("FEMA") which will be awarded to the State of Delaware and administered by the Delaware Emergency Management Agency ("DEMA") in the amount of \$108,700; and

WHEREAS, the Fire Department intends to use the grant money to purchase a vessel mounted radiation detection system, and

WHEREAS, the radiation detection system would enhance the safety of the personnel and patients on board the vessel by alerting to a potential radioactive source; and

WHEREAS, the radiation detection system would also enhance the vessel capabilities by alerting the crew of a radiation source on or nearby the water during an environmental release; and

WHEREAS, the radiation detection system is designed to detect the movement of nuclear material used for weapons of mass destruction or a radiological dispersal device and would be able to interrogate and categorize the source as either innocent, suspicious or a threat; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Fire Department's grant application to FEMA and DEMA in the amount of \$108,700 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Fire Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Fire Department's application for a grant from FEMA in the amount of \$108,700. The grant will enable the City to obtain a vessel-mounted radiation detection system which will increase the safety of passengers and will also be able to identify potential weapons of mass destruction.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City as no local matching funds are required.

Wilmington, Delaware
June 20, 2019

#4677

Sponsor:

**Council
Member
Williams**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department, applied for a grant from the Delaware Criminal Justice Council ("CJC") in the amount of \$100,000; and

WHEREAS, the Wilmington Police Department intends to use the grant money to address the growing number of unsubmitted Sexual Assault Kit ("SAK") in law enforcement custody, and to help provide resolution for victims of sexual assaults when possible, and

WHEREAS, there is broad consensus that this must be accomplished through a comprehensive approach to the problem; and

WHEREAS, grant funding will be used to inventory the existing numbers of untested SAKs, test these kits, and pursue new investigative leads and potential prosecution, and ensure that support is provided throughout the investigation and prosecution process; and

WHEREAS, the grant funds will allow the Wilmington Police Department to coordinate with the CJC to help create or improve an evidence-tracking system, provide training on sexual assault investigations, and increase the collection of offender DNA for Combined DNA Index System ("CODIS") evidence upload purposes; and

WHEREAS, this may lead to the identification of potential suspects and even serial sex offenders; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Police Department's grant application to the CJC in the amount of \$100,000 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Police Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's application for a grant from the Delaware CJC in the amount of \$100,000. The grant will enable the Wilmington Police Department to fund the testing of Sexual Assault Kits ("SAK") to identify evidence, prosecute suspects, and provide support to victims of sexual assault.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City as no local matching funds are required.

Wilmington, Delaware
June 20, 2019

#4678

Sponsor:

**Council
Member
Williams**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Office of Emergency Management, applied for the 2019 Emergency Management Performance Grant ("EMPG"), a pass-through grant from the Federal Emergency Management Agency ("FEMA") which will be awarded to the State of Delaware ("SOD") and administered by the Delaware Emergency Management Agency ("DEMA") in the amount of \$211,905; and

WHEREAS, the Office of Emergency Management intends to use the grant money to assist in providing a system of emergency preparedness for the protection of life and property, and

WHEREAS, the EMPG program plays an important role in the implementation of the National Preparedness System. The program supports the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation; and

WHEREAS, the EMPG program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas; and

WHEREAS, through the EMPG program, the Federal government provides coordination, guidance, and assistance to support a comprehensive emergency preparedness system to address all hazards; and

WHEREAS, the Office of Emergency Management intends to provide \$105,952.50 of already budgeted funds to meet the grant's matching funds requirement; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Office of Emergency Management's grant application to FEMA/SOD/DEMA in the amount of \$211,905 is hereby authorized.

BE IT FURTHER RESOLVED that the Director of the Office of Emergency Management, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Office of Emergency Management's application for a grant from FEMA/SOD/DEMA in the amount of \$211,905. The grant will enable the City to provide a system of emergency preparedness for the protection of life and property. There is a 50% local match requirement.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City. Although the grant requires that the City provide 50% in matching funds, the Office of Emergency Management intends to provide \$105,952.50 from already budgeted funds.

Wilmington, Delaware
June 20, 2019

#4679

Sponsor:

**Council
Member
Williams**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department ("WPD"), applied for the Cold Case DNA Grant from the Delaware Department of Safety and Homeland Security ("DSHS") in the amount of \$50,000; and

WHEREAS, the WPD intends to use the grant money to assist with DNA testing and related expenses for the investigation of open cold case; and

WHEREAS, related expenses may include travel for witness interviews, supplies, attendance at seminars related to cold case investigation techniques, and the submission of DNA evidence to an appropriate nationally accredited laboratory facility; and

WHEREAS, unsolved violent crime cases continue to amass annually. As crimes occur, unresolved crimes accumulate, adding to an expanding caseload for prosecutors and law enforcement. Once the investigation leads to the identification of a suspect, prosecuting agencies may experience an accumulation of cases to be prosecuted due to limited resources. The purpose of this grant award is to make funding available to prosecuting agencies for projects that will assist in the resolution of the nation's violent crime cold cases

WHEREAS, the goals of the Cold Case DNA Grant are to prosecute violent crime and to decrease the number of violent crime cold cases awaiting prosecution; and

WHEREAS, the Council deems it necessary and proper to authorize the grant application, for the aforesaid purpose.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the WPD's grant application to DSHS in the amount of \$50,000 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Police Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's application for a grant from the Delaware Department of Safety and Homeland Security in the amount of \$50,000. The grant will enable the Wilmington Police Department to prosecute violent crime using DNA and other forensic testing to identify suspects and to decrease the number of violent crime cold cases awaiting prosecution.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City as no local matching funds are required.

Wilmington, Delaware
June 20, 2019

#4680

Sponsors:

**Council
President
Shabazz**

Co-Sponsors:

**Council
Members
Williams
Harlee
McCoy
Freel
Adams
Congo
Walsh
Dixon
Gray**

WHEREAS, the Delaware Department of Corrections (DOC) Annual Report of 2017 identified through its Unified System, that The DOC operates a unified correctional system (includes detention, jail & prison populations) that in FY 2017, DOC incarcerated approximately 6,400 offenders within its ten correctional facilities (4 prisons; 4 community corrections centers; 2 violation of probation centers). There are six Probation & Parole offices. DOC also supervises approximately 14,500 offenders in the community; and

WHEREAS, within this unified system, DOC maintains 5 offender supervision levels:

- Level V – 24 Hour Incarceration
- Level IV – Work Release Centers, Home Confinement (electronic monitoring), Residential Drug Treatment, & Violation of Probation Centers
- Level III - Intensive Probation Services
- Level II – Standard Probation
- Level I - Administrative Probation

WHEREAS, within this unified system, DOC statistics from FY 2017 indicated that in the Level V offender supervision category there were 5,500 inmates of which 61% were serving sentences longer than 1 year; 9% were serving sentences of a year or less; 21% were Detainees awaiting trial; 9% were serving Life Sentences; and

WHEREAS, within this unified system, DOC statistics from FY 2017 indicated in the Level V offender supervision category by Sex there were 5,111 Males comprising 93% of the population and 389 Females comprising 7% of the population; and

WHEREAS, within this unified system, DOC statistics from FY 2017 indicated in the Level V offender supervision category by Race and Ethnicity there were 1,949 White inmates, 3,316 Black inmates, 225 Hispanic or Latino inmates, 7 Asian/Pacific Islander inmates, 1 American/Alaskan Native inmates; and, 2 Unknown/Missing Race/Ethnicity inmates; and

WHEREAS, in FY 2017, the DOC Annual Report indicated there was an Admissions number of 16,368 inmates into Delaware prisons and a Release number of 16,437; and

WHEREAS, thousands of people return to Wilmington annually from federal, state, and local prisons each year; and

WHEREAS, Wilmingtonians returning from Delaware jails and federal prisons also experience high rates of recidivism; and

WHEREAS, high recidivism rates carry heavy consequences for the individuals, families, and communities most directly impacted; and

WHEREAS, reducing recidivism can produce cost savings that can be invested in preventive approaches to enhance public safety; and

WHEREAS, in Wilmington nonprofits, government and businesses are coming together to create better opportunities for returning citizens to fully re-integrate into their communities; and

WHEREAS, Wilmington's increasing focus on Re-Entry is occurring in the context of a growing understanding of the importance of Re-Entry at the national level, as evidenced by the announcement by the U.S. Department of Justice of the inaugural National Reentry Week in April 2016; and

WHEREAS, Re-Entry advocates support the recognition of June as Re-Entry Month in the City of Wilmington, as a time to remind us that returning citizens should always be afforded the full rights of a citizen, be prepared for and find life supporting employment and access decent, affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that this Council hereby recognizes June as Re-Entry Month and strongly encourages the Delaware General Assembly to also recognize June as Re-Entry Month in Delaware.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution recognizes June as Re-Entry Month and strongly encourages the Delaware General Assembly to also recognize June as Re-Entry Month in Delaware.

AN ORDINANCE TO IMPLEMENT THE CITY OF WILMINGTON PENSION COMMISSION'S RECOMMENDATION REGARDING A ONE-TIME STIPEND FOR FISCAL YEAR 2020 PURSUANT TO CHAPTER 39 OF THE CITY CODE

#4668

Sponsor:

Council
Member
Freel

WHEREAS, Wilmington City Council ("City Council") has enacted City Code Section 39-6 setting forth various duties and responsibilities of the City of Wilmington Pension Commission (the "Commission"); and

WHEREAS, City Code Section 39-6 requires the Commission to annually review the City's overall financial condition and formulate recommendations regarding cost of living increases, if any, for City retirees during the calendar year; and

WHEREAS, City Code Section 39-6 further requires that the Commission's pension recommendation be implemented by City Council by ordinance when such recommendation exceeds zero dollars (\$0); and

WHEREAS, the Commission conducted its annual meeting on March 14, 2019 and made a recommendation regarding a one-time stipend for Fiscal Year 2020 detailed in a letter dated April 1, 2019 addressed to Mayor Michael S. Purzycki and all Members of City Council, which is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the Commission affirmed its recommendation at its March 22, 2019 meeting; and

WHEREAS, Council deems it necessary and appropriate to implement the Commission's recommendation and to have such recommendation become effective as of July 1, 2019.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The following recommendation of the City of Wilmington Pension Commission is hereby implemented pursuant to City Code Section 39-6(c):

“The recommendation for FY’ 20 is a onetime stipend of \$1,000 to all uniform and nonuniform pension benefit recipients receiving an annual benefit of less than \$20,000; with disbursement of this stipend to occur in July 2019.”

SECTION 2. This Ordinance shall be effective on July 1, 2019.

First Reading June 6, 2019
Second Reading June 6, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: Pursuant to City Code Section 39-6(c), this Ordinance implements the City of Wilmington Pension Commission’s recommendation for Fiscal Year 2020 for a one-time stipend of one thousand dollars (\$1,000), in lieu of a cost of living adjustment, to all City of Wilmington uniform and nonuniform pension benefit recipients receiving an annual benefit payment of less than twenty thousand dollars (\$20,000). The disbursement of this stipend will occur in July 2019.

FISCAL IMPACT STATEMENT: There are 789 pensioners currently receiving pension benefits less than \$20,000 annually (445 nonuniform and 344 uniform pensioners). The cost of the one-time stipend of \$1,000 will be \$789,000, which will be amortized over 9 years.

W0105837


EXHIBIT A



Office of City Treasurer Velda Jones-Potter

MEMORANDUM

To: Michael S. Purzycki, Mayor
Honorable Members of City Council

From: Velda Jones-Potter, City Treasurer 

Date: April 1, 2019

Re: Results of Pension Commission Meeting

Please be advised that the Wilmington Pension Commission makes the following recommendations:

Cost of Living Adjustment (COLA)

- A. Pursuant to Section 39-6 of the Wilmington City Code, The Pension Commission at its March 14, 2019 meeting, by a majority of its members, 7-4, approved a motion to recommend a one-time stipend of \$1,000 to pensioners in lieu of a COLA to uniform and nonuniform pension benefit recipients of the City of Wilmington receiving a benefit payment of less than \$20,000 annually.
- B. At its meeting on March 22, 2018, The Pension Commission affirmed this recommendation by a majority of its members, unanimously, approved the motion with disbursement of the one-time stipend in July 2019.

The recommendation for FY' 20 is a onetime stipend of \$1,000 to all uniform and nonuniform pension benefit recipients receiving an annual benefit of less than \$20,000; with disbursement of this stipend to occur in July 2019.

Deferred Compensation Contribution

- A. Pursuant to Section 39-8 of the Wilmington City Code, The Pension Commission at its February 12, 2019 meeting, by a majority of its members, unanimously, approved the proposal for a no employer matching contribution to qualified participants in the City's Deferred Compensation Program.

The recommendation for FY'20 employer matching Deferred Compensation is zero dollars.

If you have any additional questions, please contact me at (302) 576-2480.

Thank you.

Cc: Pension Commission Members
Mary P. McDermott, Deputy City Treasurer
Crystal L. Colon, Pension Manager

SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-032

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS AND GENERAL OBLIGATION BOND ANTICIPATION NOTES IN ORDER TO PROVIDE THE FUNDS NECESSARY TO (I) FINANCE STREET REPAIRS AND IMPROVEMENTS OF VARIOUS STREETS AND ROADWAYS LOCATED WITHIN THE CITY LIMITS AND (II) REFINANCE ANY CITY DEBT RELATED TO THE WILMINGTON HOUSING PARTNERSHIP; PROVIDING FOR THE SALE OF THE BONDS AND THE NOTES; AND AUTHORIZING OTHER NECESSARY ACTION

Rev. 1
#4669

Sponsor:

**Council
Member
Freel**

Co-Sponsors:

**Council
President
Shabazz**

**Council
Member
Adams**

WHEREAS, the City of Wilmington (the "City") presently intends: (i) to fund street repairs and improvements of various streets and roadways located within the City limits as specified in the City's capital budget for its Fiscal Year ending June 30, 2018 (the "FY 2018 Street Repairs"); (ii) to fund street repairs and improvements of various streets and roadways located within the City limits as specified in the City's capital budget for its Fiscal Year ending June 30, 2020 (the "FY 2020 Street Repairs") (the FY 2018 Street Repairs and the FY 2020 Street Repairs are collectively referred to as the "Street Repairs"); and (iii) to refinance any City General Obligation Bonds issued to fund a loan to the Wilmington Housing Partnership as specified in the City's capital budget for its Fiscal Year ending June 30, 2020 (the "Debt") (the Street Repairs and the Debt are collectively referred to as the "Project"); and

WHEREAS, the City has determined to issue on a tax-exempt and/or taxable basis: (i) one or more series of its General Obligation Bonds in an aggregate principal amount not to exceed \$15,600,000; and (ii) one or more series of its General Obligation Bond Anticipation Notes in an aggregate principal amount not to exceed \$15,600,000 to provide permanent and temporary financing, respectively, for the Project and the costs associated with issuing such bonds and notes, as the case may be; and

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, No. 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue General Obligation Bonds or General Obligation Bond Anticipation Notes secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the Bonds and/or the Notes.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of Project. The City hereby approves the Project as described in the recitals hereto and the proper officers of the City are hereby authorized to take all action necessary to proceed with the Project.

SECTION 3. Authorization of General Obligation Bonds and General Obligation Bond Anticipation Notes. The City hereby authorizes the issuance of its tax-exempt or taxable General Obligation Bonds in an aggregate principal amount not to exceed \$15,600,000 (the "Bonds") for the purpose of providing permanent financing for the Project and for the costs associated with issuing the Bonds. Prior to and in anticipation of the issuance of the Bonds, the City is also authorized to issue its General Obligation Bond Anticipation Notes (the "Notes") on a tax-exempt or taxable basis for the purpose of providing temporary, interim financing for the Project and for the costs associated with issuing the Notes. The Bonds and the Notes shall be issued pursuant to and in accordance with the General Ordinance, as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Project and the costs of issuing the Bonds or the Notes, as the case may be. The Bonds and the Notes shall be sold at a private negotiated sale or competitive sale as determined by such Resolution of the Bond Committee. It is intended that the Notes will be paid from the proceeds of the Bonds.

The Bonds and the Notes shall be awarded and sold by the Bond Committee to one or more underwriters, placement agents or other financial institutions to be selected by the Bond Committee (the "Purchaser") at a purchase price and in accordance with such terms and conditions as will be set forth: (i) in the case of a negotiated sale, in a Note Purchase Agreement or a Bond Purchase Agreement, as the case may be, or similar agreement or commitment, to be entered into by the Purchaser and the City, or (ii) in the case of a competitive sale, in a Bid Form submitted to the Bond Committee in response to an Invitation to Bid prepared and distributed by the Bond Committee. In the case of clause (ii) above, the Bond Committee will accept the Bid Form which represents the lowest true interest cost to the City. The appropriate officials of the City are hereby authorized to enter into such Note Purchase Agreement or such Bond Purchase Agreement, as the case may be, and to execute the Note Purchase Agreement or Bond Purchase Agreement on behalf of the City, or to accept the most favorable Bid Form.

The Bonds and the Notes shall bear such rate or rates of interest (not to exceed 8%), shall mature in such principal amounts and on such dates, shall be subject to redemption, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined in the Resolution adopted by the Bond Committee (the "Bond Committee Resolution").

SECTION 4. Authorization of Paying Agent's Agreement. If the Bond Committee determines that retaining a Paying Agent is in the best financial interests of the City, a fiscal agent, paying agent and registrar for the Notes or the Bonds (the "Paying Agent") may be selected and appointed by the Bond Committee. In the event that it is determined that it is advantageous to use a Paying Agent, the appropriate officials of the City are hereby authorized and directed to contract with the Paying Agent in connection with the performance of duties as paying agent and registrar on the usual and customary terms. The Paying Agent Agreement shall be in such form as shall be approved by the Bond Committee.

SECTION 5. Execution of the Bonds and the Notes. The Bonds and the Notes shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the actual or facsimile impression of the City Seal, both attested by the manual or facsimile signatures of the City Clerk or Deputy City Clerk.

SECTION 6. Security for the Bonds and the Notes. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium, if any, and the interest on the Bonds and the Notes. The Bonds and the Notes shall be the direct and unlimited obligations of the City, and unless paid from other sources, the City shall levy *ad valorem* taxes upon all taxable property in the City for the payment of the Bonds and the Notes without limitation as to rate or amount.

SECTION 7. Federal Tax Covenants. In the event that the Bonds and/or the Notes are issued on a tax-exempt basis, the City hereby covenants not to take or omit to take any action so as to cause interest on the Bonds and the Notes to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds and the Notes, as the case may be. The City further covenants with the registered owners of the Bonds and the Notes that it will make no investments or other use of the proceeds of the Bonds and the Notes, respectively, which would cause such Bonds or Notes to be "arbitrage bonds" as defined in Section 148 of the Code. The City further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code in any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with rebate requirements, to the extent applicable.

SECTION 8. Official Intent. In accordance with Treasury Reg. §1.150-2, the City hereby confirms its intentions that a portion of the proceeds of the obligations authorized by this Ordinance will be used to reimburse itself for qualifying expenditures paid prior to the date of issuance of the obligations authorized by this Ordinance. All original expenditures to be reimbursed will be capital expenditures (as defined in Treas. Reg. §1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treas. Reg. §1.150-2(d)(3) and (f).

SECTION 9. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 10. Inconsistent Provisions. In the event that any provision of the Bonds or the Notes, or any term or condition contained in any agreement relating to the Bonds, the Notes or in this Supplemental Ordinance, shall be inconsistent with any of the provisions of the General Ordinance, the Bonds or the Notes, such agreements and this Supplemental Ordinance shall be controlling with respect to the Bonds, the Notes, such agreements and this Supplemental Ordinance.

SECTION 11. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the Bonds and the Notes authorized hereunder. This Ordinance shall take effect immediately upon its passage.

SECTION 12. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading June 6, 2019
Second Reading June 6, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of up to \$15,600,000 aggregate principal amount of General Obligation Bonds (the “Bonds”) and up to \$15,600,000 aggregate principal amount of General Obligation Bond Anticipation Notes (the “Notes”) in order to: (i) provide temporary and permanent financing for street repairs and improvements of various streets and roadways located within the City limits; (ii) provide temporary and permanent financing for the refinancing of any outstanding City debt related to the Wilmington Housing Partnership; and (iii) to pay the costs associated with issuance of the Bonds and the Notes.

Wilmington, Delaware
June 20, 2019

#4682

Sponsor:

**Council
President
Shabazz**

Co-Sponsors:

**Council
Members
Oliver
Congo
McCoy
Dixon
Harlee**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the City, through the Department of Real Estate and Housing, in partnership with the New Castle County Department of Community Services, has sought to obtain grant funding from the U. S. Department of Housing and Urban Development ("HUD") in the amount of \$4.1 Million to identify and control lead-based paint and healthy homes hazards in eligible housing; and

WHEREAS, the Department of Real Estate and Housing intends to provide \$65,000 per year of already budgeted funds to meet the grant's matching funds requirement; and

WHEREAS, the Council deems it necessary and proper to authorize the Wilmington Department of Real Estate and Housing, in partnership with the New Castle County Department of Community Services, to submit the aforesaid application for funding for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Real Estate and Housing, in partnership with the New Castle County Department of Community Services, is hereby authorized to apply for grant funding from HUD in the amount of \$4.1 Million to identify and control lead-based paint and healthy homes hazards in eligible housing.

BE IT FURTHER RESOLVED that the Director of Real Estate and Housing, or his designee, shall be authorized to take all necessary actions to complete the filing of the grant application, including all undertakings and assurances taken heretofore, to accept any and all funds associated with the grant application and, if and when the grant is forthcoming, to participate with the New Castle County Department of Community Services to execute the grant program for the City of Wilmington.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Real Estate and Housing's application for a grant from HUD in the amount of \$4.1 Million. The grant will enable the City, in partnership with the New Castle County Department of Community Services, to identify and control lead-based paint and healthy homes hazards in eligible housing. There is a required \$65,000 yearly local match.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact on the City. Although the grant requires that the City provide \$65,000 per year in matching funds, the Department of Real Estate and Housing intends to provide that amount from already budgeted funds.

**AN ORDINANCE TO AMEND ORDINANCE NO. 19-011 TO DELETE THE
REAL ESTATE AND HOUSING PROJECT ENTITLED “HOUSING
PARTNERSHIP DEBT ASSUMPTION” FROM THE CAPITAL PROGRAM
FOR THE SIX FISCAL YEARS 2020-2025 INCLUSIVE**

#4683

Sponsor:

**Council
Member
Guy**

WHEREAS, on May 16, 2019, City Council passed Ordinance No. 19-011 (the “Capital Program Ordinance”), which adopted a capital program for the six Fiscal Years 2020-2025 inclusive (the “Capital Program”); and

WHEREAS, on May 20, 2019, the Mayor signed the Capital Program Ordinance; and

WHEREAS, pursuant to Charter Section 2-303, City Council may delete projects from a capital program; and

WHEREAS, City Council wishes to amend the Capital Program Ordinance to delete the \$3,400,000 Real Estate and Housing project entitled “Housing Partnership Debt Assumption” (the “Project”) from the Capital Program; and

WHEREAS, the deletion of the Project from the Capital Program will reduce the total amount of the Capital Program to \$273,047,605, as set forth on Attachment “A”, including a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Capital Program for the Six Fiscal Years 2020-2025, inclusive, enacted by Ordinance No. 19-011, is hereby amended to delete the Real Estate and Housing project entitled “Housing Partnership Debt Assumption”, thereby reducing the total Capital Program to \$273,047,605, including a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance, as set forth in the amended “Capital Improvements Program and Capital Budget for Fiscal Years 2020-2025”, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference.

SECTION 2. This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First ReadingJune 20, 2019
Second ReadingJune 20, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance amends Ordinance No. 19-011 to delete the \$3,400,000 Real Estate and Housing project entitled "Housing Partnership Debt Assumption" (the "Project") from the Capital Program for the six Fiscal Years 2020-2025 (the "Capital Program"). The deletion of the Project from the Capital Program will reduce the total amount of the Capital Program to \$273,047,605 as set forth on Attachment A. The total amount includes a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance.

W0106346

ATTACHMENT A

CAPITAL IMPROVEMENTS PROGRAM
AND
CAPITAL BUDGET
FOR
FISCAL YEARS 2020 - 2025

MAYOR

Michael S. Purzycki

OFFICE OF MANAGEMENT AND BUDGET

Robert Greco, Budget Director
Robert Winkeler, Assistant Budget Director

DEPARTMENT OF PLANNING AND DEVELOPMENT

Herbert M. Inden, Director
Gwinneth Kaminsky, Planning Manager

City Planning Commission Review
April 16, 2019 (Resolution 5-19)

As Amended by Ordinance Nos. 19-034 and 19-035
(Introduced on June 20, 2019)

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THE CAPITAL IMPROVEMENTS PROGRAM

I. Introduction

The Capital Improvements Program is a six-year capital spending plan, adopted by City Council annually. The first year of the Capital Program is known as the Capital Budget. In alternating years, the Capital Budget includes two full fiscal years of funding due to the City's decision to bond biennially, instead of annually. This results in "off" years when the budget requests will be zero. The decision to bond biennially reduces the frequency of borrowing and lowers financing costs.

The Capital Improvements Program and Budget provide a schedule of expenditures to develop and improve the public facilities necessary to serve those who live and work in Wilmington. The projects reflect the physical development policies of the City, such as Comprehensive Development Plans, Urban Renewal Plans, etc. This document describes the development of a Capital Program; the statutory basis for the preparation of the Capital Program; and an explanation of the capital projects proposed for the FY 2020 - FY 2025 period.

II. A Guide to the Capital Improvements Program

A. Development of a Capital Program

The Wilmington Home Rule Charter describes the process for preparing and adopting the City's Capital Program. The process begins with the various City departments submitting requests for specific projects to the Office of Management and Budget and the Department of Planning. Department heads discuss their project proposals with the Office of Management and Budget and the Department of Planning, indicating their programming priorities. Three major considerations guide the review of these departmental requests:

1. Overall development objectives for Wilmington. This includes the feasibility, desirability, and need for specific projects.
2. The relationships among projects with respect to design, location, timing of construction and the nature of activities involved.
3. The City's fiscal policies and capabilities.

The City Planning Commission reviews the Capital Program for conformance to the Comprehensive Plan and other City policies, and makes recommendations to the Office of Management and Budget and the Department of Planning. The Capital Program is then submitted to the Mayor for his review and transmittal, along with the Annual Operating Budget, to City Council for their approval.

B. Nature of a Capital Project

Generally, a capital project is fixed in nature, has a relatively long life expectancy, and requires a substantial financial investment. Capital projects traditionally take the form of large-scale physical developments, such as buildings, streets, and water mains. However, a wide range of other projects qualify for capital funding consideration, including fire fighting apparatus, street lighting, and computer software. A capital project must cost a minimum of \$5,000, and generally include one or more of the following characteristics:

1. Acquisition of real property, including the purchase of land and/or existing structures for a community facility or utility.
2. Major replacement facilities, such as roofs, heating, plumbing, and electrical systems.
3. Preliminary studies and surveys pursuant to acquisition, construction or rehabilitation of City-owned property.
4. Purchase of specialized equipment and furniture for public improvements when first erected or acquired.
5. Cash contributions when necessary to fulfill the City's obligation in federally-assisted programs of a capital nature.
6. Improvements to City-owned public utilities, such as sewers, water mains, fire hydrants, streets, and catch basins.
7. Vehicles (excluding special equipment not considered a part of the vehicle) exceeding \$25,000 in cost and having a life expectancy of more than ten years.

Percent Allocation to Art: Municipal construction contracts let by the city for the construction of, or remodeling of, public buildings or structures shall include a sum of money amounting to five percent of the estimated construction cost of the building or structure, for ornamentation. Ornamentation includes, but is not limited to, sculpture, monuments, bas relief, mosaics, frescoes, stained glass, murals, fountains or other decoration, both exterior and interior, having a period of usefulness of at least five years. In the event the five percent sum is not used for the incorporation of ornamentation into the construction project, it shall be placed in the art work reserve fund. Eligible construction contracts means a capital project greater than \$25,000 identified in the annual capital budget to construct or remodel any public building or structure including parks, or any portion thereof, within the city limits. This shall not include construction, repair or alteration of city streets or sidewalks.

C. The City's Financial Policy for the Capital Program

The following are the major elements that determine how much money the City can legally borrow and how it will pay for specific projects:

1. Fiscal Borrowing Limit

Legislation enacted by the Delaware General Assembly on July 7, 1971 amended the general obligation bond limit of the City of Wilmington to permit a debt service which does not exceed 17.5 percent of the annual operating budget. Because the bonds issued for the sewage treatment and water facilities are revenue supported, they are not subject to this limitation.

2. Self-Sustaining Projects

A clear distinction is made in the Capital Program between tax-supporting and self-sustaining (revenue) projects. Self-sustaining projects are part of any operation which will generate sufficient revenues to cover its debt service (water and sewer service, for example). Although the debt service on these bonds is paid from the various operating revenues, the bonds are secured by the City's full taxing authority, and thus are actually a special form of general obligation bonds.

3. Bond Life

The City generally limits the term of its borrowing to 20 years for all tax supported and revenue obligations. However, under special circumstances, 5 or 10 year bonds have been, and can be, issued.

D. Expenditure Analysis

Capital spending projects generally are within the following four categories:

1. New Service

Projects which provide a service not previously available. Examples include sewer lines; roads and water mains to areas not previously served; the acquisition and development of new parks; or the construction of a new facility for a new service.

2. New Replacing Existing

New projects which replace an existing facility providing a similar or identical service. Examples include the acquisition of new apparatus, or the replacement of aging sewer lines and water mains.

3. Upgrading Existing

Additions and modifications to existing facilities aimed at providing more and/or better service than is now provided. Examples include additions to buildings, increasing the capacity of existing water mains and development of park land already owned by the City.

4. Restoring Existing

Projects aimed at restoring an existing facility to its original capacity and/or quality of service. Examples include cleaning and relining of water mains, and minor capital improvements projects.

Significantly, only a small percentage of past capital expenditures have been for new service. This is very characteristic of an older, highly developed City in which most basic municipal services are already in place, and no new significant population growth is taking place.

Most projects fall within the category of upgrading existing facilities, reflecting a policy of extending and expanding their usefulness to the City's present stock of capital facilities. A policy of utilizing existing facilities with renovations and additions maximizes the efficiency of capital spending.

In the past, the replacement of capital facilities with new ones was prevalent. This approach is justifiable when facilities are too obsolete to permit economical rehabilitation or modification, when they have been utilized to the extent of their full useful life, or they are improperly located to meet the current needs. In general, replacements of this type offer increased capacity, modern features and up-to-date conveniences not found in the facilities they replace.

The restoration of existing facilities is generally undertaken when an existing facility has become so worn or deteriorated that major corrective action is needed to preserve its usefulness. While these expenditures do not result in the provision of new or improved service, they are among the most cost-efficient capital expenditures since maximum use is made of existing facilities.

E. Method of Funding

1. City Obligations

The bulk of funding for the City's Capital Improvements Program has traditionally come through general obligation bonds issued by the City and repaid out of the appropriate department operating budget over a 20 year period. In general, investors loan the City funds based upon its "bond" or promise to repay them using all means possible.

2. Federal and State Funds

In the past, the Federal and State governments have provided substantial support for capital programs in the City. For example, federal grants have often composed a major portion of funding for sewer and water projects, with local capital funding being used to "match" the Federal portion. Federal and State funds have been requested to supplement this year's budget.

3. Unused Capital Funds

Unexpended funds from previous Capital Budgets are reviewed annually to determine whether a former project has been temporarily delayed, altered or is no longer feasible. Based on this analysis, funds might then be transferred to current fiscal year projects in order to reduce the amount being currently borrowed.

F. Capital Funding Proposed for FY 2020 - FY 2025

The six year Capital Budget and Capital Improvements Program, as presented in City Planning Commission Resolution 5-19, totals \$276,490,105, with a FY 2020 Capital Budget in the amount of \$79,833,910 and the additional five year program adding \$196,656,195. A breakdown of these costs and the project descriptions are provided in the following pages.

Subsequent to the enactment of the aforementioned six year Capital Budget and Capital Improvements Program, City Council proposes to amend the six year Capital Budget and Capital Improvements Program, via City Council Ordinance Nos. 19-034 and 19-035, to delete the Real Estate and Housing Project entitled "Housing Partnership Debt Assumption". The proposed amendment reduces the six year Capital Budget and Capital Improvements Program to a total of \$273,047,605, with a FY 2020 Capital Budget in the amount of \$76,391,410 and the additional five year program adding \$196,656,195.

III. CAPITAL PROJECT DESCRIPTIONS - FISCAL YEARS 2020 - 2025

A. DEPARTMENT OF FINANCE

The figures provided in the budget and program summary sheets for the Cost of Bond Issue (General Fund) and the Cost of Bond Issue (Water/Sewer Fund) are not related to specific capital projects and as such are not identified in this chapter; rather, these figures represent the costs associated with fund borrowing (bond counsel and other related fees).

B. FIRE DEPARTMENT

1. Apparatus Replacement

Budget Request: \$1,000,000.
Program Request: \$6,750,000.

Budget: Provides funds for the replacement of Engine Pumper #2.

Program: Ongoing replacement program for Engine Pumps #3 and #6 (\$1,000,000 each); Engine Pumper Squad #4 (\$1,500,000); Ladder Truck #2 (\$1,750,000); and Ladder Truck #3 (\$1,500,000).

2. Fire Station Renovations

Budget Request: \$2,000,000.
Program Request: \$8,000,000.

Budget: Provides funds for renovations to the City's fire stations, including structural, mechanical and cosmetic upgrades.

Program: Ongoing.

3. Rescue Ambulance Replacement

Budget Request: \$0.
Program Request: \$750,000.

Budget: None.

Program: Ongoing program for the replacement of Rescue Ambulances #2, #3 and #6 (\$250,000 each), used for fire calls and emergency medical response.

C. OFFICE OF THE MAYOR

1. Five Percent for Art

Budget Request: \$113,000.

Program Request: \$204,000.

Budget: The Five Percent for Art program receives capital funding for the purpose of providing ornamentation, such as sculpture and artwork, on certain eligible capital projects involving public buildings or structures.

Program: Ongoing.

2. Site Acquisition

Budget Request: \$500,000.

Program Request: \$2,000,000.

Budget: Provides funds for land acquisition in support of economic development projects, including public-private partnerships, with a focus on preventing the expansion of undesirable commercial uses in blighted areas, and supporting the development of light manufacturing/industrial business parks.

Program: Ongoing.

3. Infrastructure and Site Improvements Closing Fund

Budget Request: \$750,000.

Program Request: \$3,000,000.

Budget: Provides funds for public infrastructure and site improvements to support economic development projects and other major investments that create employment opportunities and expand commercial and market rate residential development; and to leverage private redevelopment of underutilized and blighted areas. Includes land acquisition, construction of new roads and utilities, site preparation work and environmental remediation.

Program: Ongoing.

D. PARKS AND RECREATION

1. Park Improvements

Budget Request: \$1,500,000.
Program Request: \$6,352,500.

Budget: Provides funds for necessary improvements to playground and fitness equipment, athletic facilities, walkways, fencing, landscaping and related site amenities in the Parks system.

Program: Ongoing.

2. WHACC Improvements

Budget Request: \$200,000.
Program Request: \$1,076,250.

Budget: Provides funds for necessary interior and exterior improvements to the William Hicks Anderson Community Center, to meet programming and operational needs.

Program: Ongoing.

3. Pool Improvements

Budget Request: \$200,000.
Program Request: \$1,155,000.

Budget: Provides funds for improvements to citywide pools, pool houses and related site amenities.

Program: Ongoing.

4. Plazas, Squares & Triangles

Budget Request: \$100,000.
Program Request: \$538,125.

Budget: Provides funds for improvements to citywide public plazas, squares, triangles and fountains.

Program: Ongoing.

E. POLICE DEPARTMENT

1. Public Safety Building Improvements

Budget Request: \$560,000.
Program Request: \$0.

Budget: Provides funds for improvements to the public safety building, including parking lot repaving, installation of security bollards and building signage, and window replacement.

Program: None.

2. Locker Room Improvements and Upgrades

Budget Request: \$500,000.
Program Request: \$0.

Budget: Provides funds for improvements to the existing locker rooms, showers and dressing areas, and the construction of a separate executive locker room.

Program: None.

3. Firearms Range Trailer / Office

Budget Request: \$150,000.
Program Request: \$0.

Budget: Provides funds for the replacement of the aged and deteriorated firearms range trailer, which serves as a mobile office for Wilmington and New Castle County officers.

Program: None.

F. PUBLIC WORKS

General Fund Projects

1. Street Paving and Reconstruction

Budget Request: \$7,000,000.

Program Request: \$16,000,000.

Budget: Provides funds for routine street paving and reconstruction of deteriorated roadways throughout the city based on condition and use, in order to maintain roadway network infrastructure.

Program: Ongoing.

2. Emergency Sidewalk Repairs

Budget Request: \$500,000.

Program Request: \$2,000,000.

Budget: Provides funds for emergency repairs to damaged sidewalks, as identified by Licenses & Inspections and managed by the Department of Public Works.

Program: Ongoing.

3. Building Improvements

Budget Request: \$1,500,000.

Program Request: \$3,000,000.

Budget: Provides funds for necessary additions and renovations to the Louis L. Redding City/County Building and other municipal buildings.

Program: Ongoing.

Water/Sewer Fund Projects

1. 11th Street Sewage Pumping Station Upgrade

Budget Request: \$4,500,000.

Program Request: \$15,000,000.

Budget: Provides funds for the rehabilitation and replacement of the aging sewage pumping station.

Program: Ongoing.

2. Annual Minor Sewer Improvements

Budget Request: \$1,500,000.

Program Request: \$3,000,000.

Budget: Provides funds for the rehabilitation of small diameter sewers and other projects citywide, as identified through closed circuit TV (CCTV) inspection and modeling efforts.

Program: Ongoing.

3. Major Sewer Improvements

Budget Request: \$4,000,000.

Program Request: \$8,000,000.

Budget: Provides funds for sewer reconstruction and rehabilitation of major brick sewers (24" and above) throughout the city.

Program: Ongoing.

4. Annual Water Improvements

Budget Request: \$7,500,000.

Program Request: \$15,000,000.

Budget: Provides funds for maintaining the citywide water distribution system, to improve water quality, pressure, fire flows and overall level of service.

Program: Ongoing.

5. Porter Filter Plant Improvements

Budget Request: \$4,000,000.
Program Request: \$13,000,000.

Budget: Provides funds for upgrading the clarifiers and electrical system, and making other improvements the Porter Reservoir and Clear Well to provide top quality, safe drinking water.

Program: Ongoing.

6. Hoopes Dam

Budget Request: \$3,000,000.
Program Request: \$4,000,000.

Budget: Provides funds for improvements to Hoopes Dam to assure dam safety and function.

Program: Ongoing.

7. Transmission Main Improvements

Budget Request: \$4,000,000.
Program Request: \$8,000,000.

Budget: Provides funds for transmission capacity improvements throughout the water district, including the installation of new transmission mains.

Program: Ongoing.

8. Pressure Zone Reliability Improvements

Budget Request: \$1,000,000.
Program Request: \$2,000,000.

Budget: Provides funds for improvements to pressure zones, tanks and mains, and strategic small main replacements, to improve reliability of service through redundant feeds which facilitate water storage and distribution maintenance.

Program: Ongoing.

9. Pumping Station Improvements

Budget Request: \$500,000.
Program Request: \$1,000,000.

Budget: Provides funds for upgrades to pumps and electrical components at various pumping stations, to maintain consistent level of water service.

Program: Ongoing.

10. WWTP Electrical System Improvements

Budget Request: \$6,300,000.
Program Request: \$0.

Budget: Provides funds for the rehabilitation and replacement of aged infrastructure at the Waste Water Treatment Plant (12th Street and Hay Road) to improve the reliability of operations.

Program: None.

11. WWTP Infrastructure System Improvements

Budget Request: \$8,800,000.
Program Request: \$28,000,000.

Budget: Provides funds for the rehabilitation and replacement of aged infrastructure at the Waste Water Treatment Plant (12th Street and Hay Road).

Program: Ongoing.

12. South Wilmington Wetlands Park

Budget Request: \$2,000,000.
Program Request: \$0.

Budget: Provides funds for the continued implementation of the wetlands restoration and storm water mitigation project in South Wilmington. Storm water management improvements include flood storage and drainage upgrades.

Program: None.

13. Sewer Separation Projects & Flow Monitoring

Budget Request: \$1,000,000.
Program Request: \$0.

Budget: Provides funds for the partial separation of combined sewers in the Interceptor B Basin at 15th and Walnut Streets to reduce overflow events.

Program: None.

14. Stormwater Drainage Management Program

Budget Request: \$1,800,000.
Program Request: \$3,600,000.

Budget: Provides funds for tide gate evaluation and reconstruction, storm inlet reconstruction, and other drainage improvement projects citywide to mitigate local flooding and to prevent tidal water inflows into the sewer system.

Program: Ongoing.

15. Stormwater Mitigation (Green Infrastructure)

Budget Request: \$1,000,000.
Program Request: \$2,000,000.

Budget: Provides funds for expansion and implementation of green infrastructure projects to mitigate CSOs through the source control of storm water throughout the citywide collection system.

Program: Ongoing.

16. Urban Forest Management Program

Budget Request: \$500,000.
Program Request: \$1,000,000.

Budget: Provides funds for tree planting and stump removal, to support mandates for green infrastructure, storm water control, and 2-for-1 tree replacement.

Program: Ongoing.

G. REAL ESTATE AND HOUSING

1. Neighborhood Stabilization

Budget Request: \$1,000,000.
Program Request: \$0.

Budget: Provides funds for the acquisition, rehabilitation, and disposition of abandoned and foreclosed properties in order to stabilize neighborhoods.

Program: None.

2. Housing Partnership Debt Assumption

(Project Proposed to be Deleted)

Budget Request: ~~—\$3,400,000.~~
Program Request: \$0.

Budget: Provides funds to satisfy outstanding debt incurred by the Wilmington Housing Partnership.

Program: None.

3. Acquisition, Rehabilitation, and Disposition

Budget Request: \$0.
Program Request: \$12,000,000.

Budget: None.

Program: Ongoing program to address the acquisition, demolition, rehabilitation and disposition of property for the creation of affordable housing opportunities.

H. TRANSPORTATION

1. ADA Curb Ramp and Sidewalk Compliance

Budget Request: \$2,000,000.

Program Request: \$4,000,000.

Budget: Provides funds for the installation of ADA compliant curb ramps and sidewalk repairs to facilitate compliance with Federal requirements.

Program: Ongoing.

2. Traffic System Infrastructure

Budget Request: \$2,000,000.

Program Request: \$4,000,000.

Budget: Provides funds for traffic infrastructure improvements including signals, smart parking meters and decorative street lights; and for implementing emerging smart signal and parking technologies in order to maintain the existing traffic control system.

Program: Ongoing.

3. Wilmington Transportation Initiatives

Budget Request: \$500,000. (Other Funds: \$2,000,000)

Program Request: \$4,000,000. (Other Funds: \$16,000,000)

Budget: None.

Program: Provides local matching funds to leverage federal funding for transportation projects managed through the Wilmington Initiatives partnership (City, DelDOT, Wilmapco), including Transportation Improvements Program (TIP), Transportation Alternatives Program (TAP), and legislator-sponsored projects.

Recommended Capital Funding and Schedule

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Summary: Total Funds Recommended by Fiscal Year and Department

Department	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
		2020	2021	2022	2023	2024	2025		
Finance	G	318,410	0	505,790	0	429,530	0	1,253,730	1,253,730
Finance	G	275,910	0	505,790	0	429,530	0	1,211,230	1,211,230
	W	642,500	0	722,500	0	572,500	0	1,937,500	1,937,500
Fire	G	3,000,000	0	10,500,000	0	5,000,000	0	18,500,000	18,500,000
Mayor's Office	G	1,363,000	0	2,601,000	0	2,603,000	0	6,567,000	6,567,000
Parks	G	2,000,000	0	4,362,500	0	4,759,375	0	11,121,875	11,121,875
Police	G	1,210,000	0	0	0	0	0	1,210,000	1,210,000
Public Works	G	9,000,000	0	10,500,000	0	10,500,000	0	30,000,000	30,000,000
	W	51,400,000	0	57,800,000	0	45,800,000	0	155,000,000	155,000,000
Real Estate and Housing	G	1,000,000	0	6,000,000	0	6,000,000	0	13,000,000	13,000,000
Transportation	G	4,500,000	0	6,500,000	0	5,500,000	0	16,500,000	16,500,000
	O	2,000,000	0	8,000,000	0	8,000,000	0	0	18,000,000
Total by Fund	G	22,348,910	0	40,969,290	0	34,791,905	0	98,110,105	98,110,105
	O	2,000,000	0	8,000,000	0	8,000,000	0	0	18,000,000
	W	52,042,500	0	58,522,500	0	46,372,500	0	156,937,500	156,937,500
Grand Total		76,391,410	0	107,491,790	0	89,164,405	0	255,047,605	273,047,605

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Summary: Total Funds Recommended by Expenditure Type

Department	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
		2020	2021	2022	2023	2024	2025		
Finance	NR	15,624	0	34,530	0	65,950	0	116,104	116,104
	RE	206,249	0	293,750	0	193,750	0	693,749	693,749
	UE	739,037	0	900,010	0	742,330	0	2,381,377	2,381,377
	UE	696,537	0	900,010	0	742,330	0	2,338,877	2,338,877
Fire	NR	1,000,000	0	2,500,000	0	5,000,000	0	8,500,000	8,500,000
	RE	2,000,000	0	8,000,000	0	0	0	10,000,000	10,000,000
Mayor's Office	UE	1,363,000	0	2,601,000	0	2,603,000	0	6,567,000	6,567,000
Parks	NR	100,000	0	262,500	0	275,625	0	638,125	638,125
	UE	1,900,000	0	4,100,000	0	4,483,750	0	10,483,750	10,483,750
Police	NR	150,000	0	0	0	0	0	150,000	150,000
	UE	1,060,000	0	0	0	0	0	1,060,000	1,060,000
Public Works	RE	14,500,000	0	15,500,000	0	15,500,000	0	45,500,000	45,500,000
	UE	45,900,000	0	52,800,000	0	40,800,000	0	139,500,000	139,500,000
Real Estate and Housing	UE	1,000,000	0	6,000,000	0	6,000,000	0	13,000,000	13,000,000
Transportation	UE	6,500,000	0	14,500,000	0	13,500,000	0	16,500,000	34,500,000
Total by Expenditure Category	NR	1,265,624	0	2,797,030	0	5,341,575	0	9,404,229	9,404,229
	RE	16,706,249	0	23,793,750	0	15,693,750	0	56,193,749	56,193,749
	UE	58,419,537	0	80,901,010	0	68,129,080	0	189,449,627	207,449,627
Grand Total		76,391,410	0	107,491,790	0	89,164,405	0	255,047,605	273,047,605

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Finance Department - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Cost of Bond Issue (General Fund)		G	318,410	0	505,790	0	429,530	0	1,253,730	1,253,730
Cost of Bond Issue (General Fund)		G	275,910	0	505,790	0	429,530	0	1,211,230	1,211,230
Cost of Bond Issue (Water / Sewer Fund)		W	642,500	0	722,500	0	572,500	0	1,937,500	1,937,500
Total by Fund		G	275,910	0	505,790	0	429,530	0	1,211,230	1,211,230
		W	642,500	0	722,500	0	572,500	0	1,937,500	1,937,500
Total Finance Department Funds			918,410	0	1,228,290	0	1,002,030	0	3,148,730	3,148,730

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service
Bond Issuance Costs projected to be 1.25%

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Fire Department - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Apparatus Replacement	NR	G	1,000,000	0	2,500,000	0	4,250,000	0	7,750,000	7,750,000
Fire Station Renovations	RE	G	2,000,000	0	8,000,000	0	0	0	10,000,000	10,000,000
Ambulance Replacement	NR	G	0	0	0	0	750,000	0	750,000	750,000
Total by Fund		G	3,000,000	0	10,500,000	0	5,000,000	0	18,500,000	18,500,000
Total Fire Funds			3,000,000	0	10,500,000	0	5,000,000	0	18,500,000	18,500,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Mayor's Office - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Five Percent for Art	UE	G	113,000	0	101,000	0	103,000	0	317,000	317,000
Site Acquisition	UE	G	500,000	0	1,000,000	0	1,000,000	0	2,500,000	2,500,000
Infrastructure and Site Improvements Closing Fund	UE	G	750,000	0	1,500,000	0	1,500,000	0	3,750,000	3,750,000
Total by Fund		G	1,363,000	0	2,601,000	0	2,603,000	0	6,567,000	6,567,000
Total Mayor's Office Funds			1,363,000	0	2,601,000	0	2,603,000	0	6,567,000	6,567,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Parks and Recreation - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Park Improvements	UE	G	1,500,000	0	3,025,000	0	3,327,500	0	7,852,500	7,852,500
WHACC Improvements	UE	G	200,000	0	525,000	0	551,250	0	1,276,250	1,276,250
Pool Improvements	UE	G	200,000	0	550,000	0	605,000	0	1,355,000	1,355,000
Plazas, Squares, and Triangles	NR	G	100,000	0	262,500	0	275,625	0	638,125	638,125
Total by Fund		G	2,000,000	0	4,362,500	0	4,759,375	0	11,121,875	11,121,875
Total Parks and Recreation Funds			2,000,000	0	4,362,500	0	4,759,375	0	11,121,875	11,121,875

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Police Department - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Public Safety Building Improvements	UE	G	560,000	0	0	0	0	0	560,000	560,000
Locker Room Improvements and Upgrades	UE	G	500,000	0	0	0	0	0	500,000	500,000
Firearms Range Trailer / Office	NR	G	150,000	0	0	0	0	0	150,000	150,000
Total by Fund		G	1,210,000	0	0	0	0	0	1,210,000	1,210,000
Total Police Department Funds			1,210,000	0	0	0	0	0	1,210,000	1,210,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Public Works - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Street Paving and Reconstruction	RE	G	7,000,000	0	8,000,000	0	8,000,000	0	23,000,000	23,000,000
Emergency Sidewalk Repairs	UE	G	500,000	0	1,000,000	0	1,000,000	0	2,500,000	2,500,000
Building Improvements	RE	G	1,500,000	0	1,500,000	0	1,500,000	0	4,500,000	4,500,000
11th Street Sewage Pumping Station Upgrade	UE	W	4,500,000	0	10,000,000	0	5,000,000	0	19,500,000	19,500,000
Annual Minor Sewer Improvements	RE	W	1,500,000	0	1,500,000	0	1,500,000	0	4,500,000	4,500,000
Major Sewer Improvements	RE	W	4,000,000	0	4,000,000	0	4,000,000	0	12,000,000	12,000,000
Annual Water Improvements	UE	W	7,500,000	0	7,500,000	0	7,500,000	0	22,500,000	22,500,000
Porter Filter Plant Improvements	UE	W	4,000,000	0	8,000,000	0	5,000,000	0	17,000,000	17,000,000
Hoopes Dam	UE	W	3,000,000	0	4,000,000	0	0	0	7,000,000	7,000,000
Transmission Main Improvements	UE	W	4,000,000	0	4,000,000	0	4,000,000	0	12,000,000	12,000,000
Pressure Zone Reliability Improvements	UE	W	1,000,000	0	1,000,000	0	1,000,000	0	3,000,000	3,000,000
Pumping Station Improvements	UE	W	500,000	0	500,000	0	500,000	0	1,500,000	1,500,000
WWTP Electrical System Improvements	UE	W	6,300,000	0	0	0	0	0	6,300,000	6,300,000
WWTP Infrastructure Improvements	UE	W	8,800,000	0	14,000,000	0	14,000,000	0	36,800,000	36,800,000
South Wilmington Wetlands Park	UE	W	2,000,000	0	0	0	0	0	2,000,000	2,000,000
Sewer Separation Projects and Flow Monitoring	UE	W	1,000,000	0	0	0	0	0	1,000,000	1,000,000
Stormwater Drainage Management Program	UE	W	1,800,000	0	1,800,000	0	1,800,000	0	5,400,000	5,400,000
Storm Water Mitigation (Green Infrastructure)	UE	W	1,000,000	0	1,000,000	0	1,000,000	0	3,000,000	3,000,000
Urban Forest Management Program	RE	W	500,000	0	500,000	0	500,000	0	1,500,000	1,500,000
Total by Fund		G	9,000,000	0	10,500,000	0	10,500,000	0	30,000,000	30,000,000
		W	51,400,000	0	57,800,000	0	45,800,000	0	155,000,000	155,000,000
Total Public Works Funds			60,400,000	0	68,300,000	0	56,300,000	0	185,000,000	185,000,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Real Estate and Housing - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
Neighborhood Stabilization	UE	G	1,000,000	0	0	0	0	0	1,000,000	1,000,000
Housing Partnership Debt Assumption	UE	G	3,400,000	0	0	0	0	0	3,400,000	3,400,000
Acquisition, Rehabilitation, and Disposition	UE	G	0	0	6,000,000	0	6,000,000	0	12,000,000	12,000,000
Total by Fund		G	1,000,000	0	6,000,000	0	6,000,000	0	13,000,000	13,000,000
Total Real Estate and Housing Funds			1,000,000	0	6,000,000	0	6,000,000	0	13,000,000	13,000,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

Capital Improvements Program
Fiscal Years 2020 - 2025
Amendment 1
Transportation Division - Program Recommendations by Fiscal Year

Project	Expend. Category	Type of Funding	Fiscal Year						Total City Funds	Total City / Matching Funds
			2020	2021	2022	2023	2024	2025		
ADA Curb Ramp and Sidewalk Compliance	UE	G	2,000,000	0	2,000,000	0	2,000,000	0	6,000,000	6,000,000
Traffic System Infrastructure	UE	G	2,000,000	0	2,500,000	0	1,500,000	0	6,000,000	6,000,000
Wilmington Transportation Initiatives	UE	G	500,000	0	2,000,000	0	2,000,000	0	4,500,000	4,500,000
		O	2,000,000	0	8,000,000	0	8,000,000	0	0	18,000,000
Total by Fund		G	4,500,000	0	6,500,000	0	5,500,000	0	16,500,000	16,500,000
		O	2,000,000	0	8,000,000	0	8,000,000	0	0	18,000,000
Total Transportation Division Funds			6,500,000	0	14,500,000	0	13,500,000	0	16,500,000	34,500,000

Type of Funding: G - General; W - Water/Sewer; O - Other Governmental; I - Internal Service

Expenditure Category (Exp. Cat.): NS - New Service; NR - New Replace Existing; UE - Upgrade Existing; RE - Restore Existing.

AN ORDINANCE TO AMEND ORDINANCE NO. 19-012 TO REDUCE THE CAPITAL BUDGET FOR FISCAL YEAR 2020 TO CONFORM WITH THE AMENDMENT TO THE CAPITAL PROGRAM FOR THE SIX FISCAL YEARS 2020-2025 THAT DELETES THE REAL ESTATE AND HOUSING PROJECT ENTITLED “HOUSING PARTNERSHIP DEBT ASSUMPTION”

#4684

Sponsor:

**Council
Member
Guy**

WHEREAS, on May 16, 2019, City Council passed Ordinance No. 19-011 (the “Capital Program Ordinance”), which adopted a capital program for the six Fiscal Years 2020-2025 inclusive (“the Capital Program”); and

WHEREAS, on May 16, 2019, City Council passed Ordinance No. 19-012 (the “Capital Budget Ordinance”), which adopted a capital budget for Fiscal Year 2020 (the “Capital Budget”); and

WHEREAS, on May 20, 2019, the Mayor signed the Capital Program Ordinance and the Capital Budget Ordinance; and

WHEREAS, pursuant to Charter Section 2-303, City Council may (i) delete projects from a capital program and (ii) amend a capital budget ordinance if it conforms to the capital program; and

WHEREAS, City Council wishes to amend the Capital Program Ordinance to delete the \$3,400,000 Real Estate and Housing project entitled “Housing Partnership Dept Assumption” (the “Project”) from the Capital Program; and

WHEREAS, City Council also desires to amend the Capital Budget Ordinance to reduce the Capital Budget by the amount of the Project and the cost of bond issuance in order to conform the Capital Budget to the amended Capital Program; and

WHEREAS, the deletion of the Project from the Capital Program and the reduction of \$42,500 in the cost of bond issuance will reduce the total amount of the Capital Program to

\$273,047,605 and will correspondingly reduce the total amount of the Capital Budget to \$76,391,410.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Capital Budget for Fiscal Year 2020, enacted by Ordinance No. 19-012, is hereby amended to reduce the total approved amount to \$76,391,410 as set forth under the column entitled “Fiscal Year 2020” in the amended “Capital Improvements Program and Capital Budget for Fiscal Years 2020-2025”, to conform with the amendment to the Capital Program for the six Fiscal Years 2020-2025 that deletes the Real Estate and Housing project entitled “Housing Partnership Debt Assumption”.

SECTION 2. This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First ReadingJune 20, 2019
Second ReadingJune 20, 2019
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance amends Ordinance No.19-012 to reduce the total amount of the Capital Budget for Fiscal Year 2020 to \$76,391,410 to conform with the amendment to the Capital Program for the six Fiscal Years 2020-2025 that deletes the Real Estate and Housing project entitled “Housing Partnership Debt Assumption” (the “Project”). The total amount includes a reduction of \$3,400,000 for the Project and \$42,500 in the cost of bond issuance.

W0106348