**REGULAR MEETING OF WILMINGTON CITY COUNCIL**
**JUNE 6, 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 | Sympathy Donn Devine |
| All Council | Sympathy William DeLauder |
| All Council | Recognize June 2019 as Re-Entry Month |
| Freel | Recognize MOMS Demand Action |
| Guy | Recognize National Association for Black Veterans, Inc – 50th Anniversary |
| Harlee | Sympathy Bernard A. Jenkins |
| Oliver | Sympathy Lucy Ann Whitfield |
| Oliver | Recognize Sons of Union Veterans – Appomattoc Camp 2 |
| Oliver | Sympathy Elaine Rush |
| Shabazz | Recognize Goju Robotics |
| Shabazz | Recognize St. Michaels School & Nursery, Children's Laughter Learning Academy, June Bug's Little Rubies and Nolan's Learning Academy (National Provider Appreciation Day) |
| Turner | Recognize St. Paul's Church – 150th Year Anniversary |

**VI. Legislative Business**

**OLIVER**

#4660 A Resolution Approving a New Long-Term Lease Between the City and the Kalmar Nyckel Foundation

***Synopsis:*** *This Resolution is being presented by City Council for Council's review and approval. This Resolution declares 1124 East Seventh Street and 1112 East*

*Seventh Street to be surplus and approves a long-term lease with the Kalmar Nyckel Foundation, and approves the properties for disposition to the Kalmar Nyckel Foundation should it exercise a future purchase option.*

**HARLEE**

#4661 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 **(1st & 2nd 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.*

#4662 A Resolution Approving the Department of Parks and Recreation's Grant Application, through CityFest, Inc., Inc., to the Bank of America Charitable Foundation for the 2019 Summer Youth Employment Program

***Synopsis***: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application to the Bank of America Charitable Foundation in the amount of $65,000. The funds will be used to support the City's 2019 Summer Youth Employment Program. No local matching funds are required.*

#4663 A Resolution Approving the Department of Parks and Recreation's Grant Application to Christiana Care Health System for the 2019 Summer Play Streets Wilmington Program

***Synopsis***: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from Christiana Care Health Services in the amount of $35,210. The grant will enable the City to supplement its offerings in the Wilmington Play Streets initiative that will provide children a safe place to play and adults a safe place to learn about available resources. No local matching funds are required.*

**TURNER**

#4664 A Resolution Authorizing and Approving the First Amendment to a License Agreement between the City of Wilmington and T-Mobile USA, Inc. Regarding a Water Tower on or Near 6 Newark Union Road

***Synopsis***: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution approves the First Amendment to a License Agreement between the City and T-Mobile Northeast, LLC ("T-Mobile"), which permits T-Mobile to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 6 Newark Union Road, Wilmington, Delaware. The First Amendment will: 1) extend the term of the License Agreement for an additional five (5) years commencing on March 10, 2010; 2) increase the license fee payable by T-Mobile to the City under the License Agreement to $50,400 per year with an increase of three percent (3%) annually commencing on March 10, 2020; and 3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.*

#4665 An Ordinance to Authorize and Approve a Contract Between the City of Wilmington and Summit Mechanical, Inc. for HVAC Preventative Maintenance **(1st & 2nd Reading)**

***Synopsis***: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the execution of Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc. for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars ($34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.*

#4666 An Ordinance to Authorize and Approve a Contract Between the City of Wilmington and Security Guard, Inc. T/A Gettier Security for Security Guard Services **(1st & 2nd Reading)**

***Synopsis***: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the execution of Contract 20002CW – Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars ($86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.*

#4667 An Ordinance to Authorize an Energy Performance Contract for LED Street Lighting Between the City of Wilmington and Seiberlich Trane Energy Services **(1st & 2nd Reading)**

***Synopsis***: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to enter into a twenty-year energy performance contract (the "Contract") for upgrading the City's existing street lights to a new, smart technology LED street light system beginning on July 1,*

*2019 at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars ($2,294,883). The Contract will enable the City to realize a long-term energy efficiency by reducing the energy consumption of the City's street lighting system by an estimated seventy percent (70%). The Contract will also create an estimated yearly cost savings to the City of One Hundred Fifty-Four Thousand Thirty-Eight Dollars ($154,038) and an overall cost savings to the City of between Three Million Dollars ($3,000,000) and Four Million Dollars ($4,000,000).*

**MCCOY**
Rev. 1
#4610 Sub. 1 Ord. 18-056 Amend Chapter 5 of the City Code Regarding Businesses **(3rd & Final Reading)**

***Synopsis:*** *This Substitute Ordinance is being presented by City Council for Council's review and approval. This Substitute Ordinance amends Chapter 5 of the City Code requiring businesses that sell tobacco products, electronic smoking devices, or tobacco paraphernalia to place such items behind a counter in an area that is not accessible to customers without the intervention of an employee of the business so as not to be placed within the reach of children. The State of Delaware Department of Homeland Security Division of Alcohol and Tobacco Enforcement has expressed an interest in helping the City to identify businesses that do not comply with this amended section of the City Code.*

**FREEL**
#4668 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 **(1st & 2nd 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
#4654 Sub. 1 Ord. 19-026 Amend Chapters 4, 5 and 34 of the City Code to Increase the Rental Dwelling Unit Business License Fee; Provide for Civil Fines for Owners of Rental Properties and Vacant Properties; and Increase Vacant Registration Fees **(3rd & Final Reading)**

***Synopsis*:** *This Substitute Ordinance is being presented by the Council for Council's review and approval. This Substitute 1 to Ordinance No. 19-026 ("Ordinance") amends Chapter 5 section 5-101 entitled "Schedule of Fees" by amending the section to increase the business license fee for rental dwelling units to $100 per unit, not to exceed a total business license fee of $10,120.00. This Ordinance amends Chapter 34 of the City Code by changing the enforcement of Chapter 34 with respect to vacant and rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance. The Ordinance also makes additional changes to update and modernize Chapter 34. In addition, this Ordinance amends Chapter 4 by deleting Section 4-27, 119.0 (authorization for exterior improvements to vacant structures) and Section 4-27, 120.0 (annual vacant property registration fees) and incorporates these provisions into Chapter 34. Further, this Ordinance amends the annual vacant property registration fee provisions (previously found at Chapter 4, Section 4-27, 120.0; now located at Chapter 34, Section 34-210) to: (1) increase the registration fees for properties vacant 3 or more years; (2) require registration of buildings vacant for 6 consecutive months rather than 45 consecutive days; (3) impose a civil fine of $500.00 for failing to register a vacant building within 30 days of the required time to register; (4) exempt vacant buildings owned by the Wilmington Neighborhood Conservancy Land Bank Corporation ("Land Bank") from registration requirements; and (5) provide that purchasers of a vacant building from the Land Bank be billed a vacant registration fee based on the duration of vacancy from the time he or she received the building from the Land Bank, rather than a vacant registration fee based on the duration of the vacancy prior to receiving the building.*

#4669 An Ordinance 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 **(1st & 2nd Reading)**

***Synopsis*:** *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the issuance of up to $8,600,000 aggregate principal amount of General Obligation Bonds (the "Bonds") and up to $8,600,000 aggregate principal amount of a General Obligation Bond Anticipation Note (the "Note") 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 satisfaction of an outstanding debt incurred by the Wilmington Housing Partnership; and (iii) to pay the costs associated with issuance of the Bonds and the Note.*

**SHABAZZ** ***(Dixon presenting on behalf of Shabazz)***

#4670 A Resolution Encouraging the Mayor to Sub-name a Portion of the Street in the Area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way"

***Synopsis****:* *This Resolution is being presented by City Council for Council's review and approval. This Resolution encourages the Mayor to sub-name a portion of the street in the area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way," in recognition of the public servant's significant contributions to the City of Wilmington*

## VII. Petitions and Communications

## VIII. Adjournment

Wilmington, Delaware
June 6, 2019

**#4660**

**Sponsor:**

**Council Member Oliver**

**Co-Sponsors:**

**Council President Shabazz**

**Council Members Harlee Dixon Walsh Adams Freel**

**WHEREAS**, pursuant to Wilm. C. (Charter) §1-101, the City may acquire, hold, manage, and dispose of property on such terms as it deems proper for any municipal purpose; and

**WHEREAS**, Wilm. C. §2-621(a) provides that the Council shall by resolution declare a property approved for disposition and authorize the conduct of disposition proceedings by the Department of Real Estate and Housing; and

**WHEREAS**, Wilm. C. §2-621(c) provides, that governmental agencies, governmental authorities organized pursuant to Title 22 of the Delaware Code and non-profit organizations are exempt from the City's bid procedures and that upon the declaration of a property as surplus, by resolution of City Council, the City may negotiate an agreement of sale, lease, exchange, or other transfer of such property owned by the City to any such governmental agency, governmental authority or non-profit organization; and

**WHEREAS**, the City currently owns two parcels of real estate located at 1124 East Seventh Street, Wilmington, Delaware, being New Castle County Tax Parcel ID No. 26-044.00-012, and 1112 East Seventh Street, Wilmington, Delaware, being New Castle County Tax Parcel ID No. 26-044.00-010 (collectively, the "Property"); and

**WHEREAS**, the City currently leases the Property to the Kalmar Nyckel Foundation; and

**WHEREAS**, the Kalmar Nyckel Foundation and its partners have invested nearly $10 million in the Property which draws more than 5,000 students annually to its

shipyard education program and about 1,600 annually for Kalmar Nyckel cruises on the Christina River; and

**WHEREAS**, Kalmar is a charter member of the 7th Street Peninsula Coalition committed to working with others to help extend Wilmington's Riverfront Development into the 7th Street Peninsula; and

**WHEREAS**, based on the foregoing, the City desires to extend the current ground lease with the Kalmar Nyckel Foundation into a new long-term lease which includes a future purchase option that can be exercised after a vesting period; and

**WHEREAS**, ownership of the Property will allow Kalmar to continue to maintain its investment in the Property and to secure future financing for the further development and growth of the Property and the 7th Street Peninsula; and

**WHEREAS**, the Council, upon the recommendation of the Department of Real Estate and Housing, wishes to declare the Property surplus; and

**WHEREAS**, the Council wishes to approve the execution of a new long-term lease with the Kalmar Nyckel Foundation; and

**WHEREAS**, the Council further wishes to approve the disposition of the Property to the Kalmar Nyckel Foundation should it choose to exercise the future purchase option.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the long-term lease agreement between the Kalmar Nyckel Foundation and the City of Wilmington, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor or his designee is hereby authorized and directed to execute as many copies of said lease agreement as may be necessary.

**BE IT FURTHER RESOLVED** that Council hereby declares the Property to be surplus and approves the Property for disposition to the Kalmar Nyckel Foundation should it elect to exercise the future purchase option after the vesting period.

**BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor or his designee to execute any and all documents necessary to effectuate the execution of the long-term lease and/or disposition proceedings for the Property, including any and all further undertakings and assurances that may be appropriate.

Passed by City Council,

ATTEST:_____
City Clerk

**SYNOPSIS:** This Resolution declares 1124 East Seventh Street and 1112 East Seventh Street (collectively, the "Property") to be surplus and approves a long-term lease of the Property with the Kalmar Nyckel foundation, and approves the Property for disposition to the Kalmar Nyckel Foundation should it exercise a future purchase option.

W0105950

**#4661**

**Sponsor:**

**Council Member Harlee**

**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**

**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
A GANNETT COMPANY

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New Castle, DE 19720

Mailing Address:
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Wilmington, DE 19850

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Legal Desk:
(302) 324-2676
Legal Fax:
302 324-2249

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801 DE,

# AFFIDAVIT OF PUBLICATION

## State of Delaware
**New Castle County**

Personally appeared **The News Journal**

Of the **The News Journal Media Group,** a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, deposeth 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.

KATHLEEN A GIBSON ★ NOTARY PUBLIC, STATE OF NEW JERSEY ★ MY COMMISSION EXPIRES DEC. 18 2019

# 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 Deport 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 aware 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 or 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 reprocurement 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 contact 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 Orders12549 (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.

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**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.

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(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

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 | Contact Name / Phone Number / Type of Site | Eligibility Docs Due (Year) | | | S M T W R F S | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Site Address** | **Primary Service** | | **Site Type** | **Meal** | | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Art Summer Camp<br>Art Learning Center 534 Vandever Ave<br>Wilmington, DE 19802 | Danielle Nichols<br>(302) 888-2751<br>Open<br>School | | Urban | Breakfast | X X X XX X | 6/18/2018 | 8/24/2018 | Vended | 7:30 AM | 9:30 AM | 80 | 90 | N |
| | | | | Lunch | X X X XX X | | | Vended | 11:00AM | 1:00 PM | 80 | 90 | |
| Site Name | Contact Name / Phone Number / Type of Site | Eligibility Docs Due (Year) | | | S M T W R F S | | | | | | | | | |
| **Site Address** | **Primary Service** | | **Site Type** | **Meal** | | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Ascending Generation<br>733 East 22nd Street<br>Wilmington, DE 19802 | Lillian Oliver<br>(302) 384-2133<br>Open<br>Recreation | | Urban | Breakfast | X X X XX X | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 9:00 AM | 35 | 45 | N |
| | | | | Lunch | X X X XX X | | | Vended | 12:00 PM | 2:00 PM | 35 | 45 | |
| Site Name | Contact Name / Phone Number / Type of Site | Eligibility Docs Due (Year) | | | S M T W R F S | | | | | | | | | |
| **Site Address** | **Primary Service** | | **Site Type** | **Meal** | | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** |
| Be Ready Jesus Is Coming Church<br>1411 W. 4th Street Praise Camp<br>Wilmington, DE 19805 | Lottie Davis<br>(302) 655-2700<br>Open<br>Recreation | 2022 | Urban | Breakfast | X X X XX X | 6/18/2018 | 8/24/2018 | Vended | 900AM | 11:00AM | 30 | 40 | N |
| | | | | Lunch | X X X XX X | | | Vended | 12:00 PM | 2:00 PM | 30 | 40 | |
| Site Name | Contact Name / Phone Number / Type of Site | Eligibility Docs Due (Year) | | | S M T W R F S | | | | | | | | | |
| **Site Address** | **Primary Service** | | **Site Type** | **Meal** | | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** |
| Beacon of Hope<br>4001 North Market Street<br>Wilmington, DE 19802 | Everette Harris<br>(302) 764-7162<br>Open<br>Other | 2022 | Urban | Breakfast | X X X XX X | 6/18/2018 | 8/24/2018 | Vended | 8:30 AM | 9:30 AM | 20 | 30 | N |
| | | | | Lunch | X X X XX X | | | Vended | 11:30AM | 1:00 PM | 20 | 30 | |
| Site Name | Contact Name / Phone Number / Type of Site | Eligibility Docs Due (Year) | | | S M T W R F S | | | | | | | | | |
| **Site Address** | **Primary Service** | | **Site Type** | **Meal** | | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** |
| Bethel AME Church/ Vacation Bible Camp<br>604 N. Walnut St.<br>Wilmington, DE 19801 | Eleaner Malden<br>(302) 655-1676<br>Open<br>Recreation | 2022 | Urban | Breakfast | X X X XX X | 7/9/2018 | 7/13/2018 | Vended | 8:00 AM | 10:00 AM | 50 | 60 | N |
| | | | | Lunch | X X X XX X | | | Vended | 11:00AM | 1:00 PM | 50 | 60 | |



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

NSD 8050A

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
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 | TW | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Bethel Villa<br>506 E. 5th Street One Village (917) 806-7006<br>Alliance<br>Wilmington, DE 19801 | LaTangela McDuffy<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/25/2018 | 8/16/2018 | Vended | 9:30 AM | 11:30 AM | 40 | 50 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 12:00 PM | 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 | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Brown Chihocki Park<br>7th and Duncan Streets<br>Browntown, Southside of Maryland Ave.<br>Wilmington, DE 19805 | Stephanie Harrison<br>(302) 897-7719<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 10:30 AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 11:30 AM | 1:30 PM | 20 | 30 | |
| 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? |
| Brown, Burton, Winchester<br>25th and Pine Streets<br>Wilmington, DE 19802 | Michael Miller<br>(561) 350-4023<br>Open<br>Recreation | | Urban | Breakfast | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 10:30 AM | 13 | 23 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 11:00 AM | 1:00 PM | 1000 | 1010 | |
| 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? |
| C.O.W. - Camp Barnes<br>500 Wilmington Avenue<br>Municipal Complex<br>Wilmington, DE 19801 | Nichole Torrence<br>(302) 576-3647<br>Open<br>Recreation | 2022 | Urban | Lunch | | | | X | | 7/5/2018 | 7/27/2018 | Vended | 11:00AM | 1:00 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 | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| C.O.W. - Green Acres<br>500 Wilmington Avenue<br>Municipal Complex<br>Wilmington, DE 19801 | Nichole Torrence<br>(302) 576-3647<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/25/2018 | 8/10/2018 | Vended | 7:30 AM | 9:30 AM | 30 | 40 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 12:00 PM | 2:00 PM | 30 | 40 | |

Central Depot



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

NSD 8050A

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C.O.W. - Summer Enrichment Camp<br>2200 Baynard Blvd.<br>Wilmington, DE 19801 | Nichole Torrence<br>(302) 576-3647<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | 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 | X | | | Vended | 11:30AM | 1:00 PM | 40 | 50 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Central Baptist Church<br>839 N. Pine Street<br>Wilmington, DE 19801 | Delma Hickman<br>(302) 652-4960<br>Open<br>Recreation | 2022 | Urban | Supper | | X | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 6:00 PM | 8:00 PM | 30 | 40 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Church of Jesus Christ<br>513 West 18th Street<br>Wilmington, DE 19802 | Dwight Higgin<br>(302) 409-0494<br>Open<br>Other | 2022 | Urban | Breakfast | | X | 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 | X | | | Vended | 12:00PM | 2:00 PM | 40 | 50 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Church of the Living Word<br>810-816 S. Heald Street<br>Wilmington, DE 19801 | Shawn Stallings<br>(302) 654-5159<br>Open<br>Recreation | 2022 | Urban | Supper | | X | X | X | X | X | 7/16/2018 | 7/20/2018 | Vended | 6:30 PM | 8:00 PM | 25 | 35 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Darul Amaanah Academy<br>408 East 8th Street<br>Wilmington, DE 19801 | Tahsiym Ismaa'eel<br>(302) 521-2064<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | 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 | X | | | Vended | 12:00 PM | 2:00 PM | 25 | 35 | |



Report Run: 10/18/201811:11:02AM

NSD 8050A

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DE CHANCE Foundation<br>Summer Camp<br>800 Maryland Ave. - 1st Floor Open<br>Wilmington, DE 19805 | Rob Moore<br>(267) 298-0569<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 7:30 AM | 8:30 AM | 35 | 35 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 11:30 AM | 1:30 PM | 35 | 35 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Delaware Adolescent Program, Inc.<br>2900 N. Vanpuren Street<br>Wilmington, DE 19802 | Tamera Fields<br>(302) 764-9740<br>Open<br>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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Delaware College of Arts<br>600 N. Market Street<br>Wilmington, DE 19801 | Ramsie Reed<br>(302) 622-8000<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | XX | X | 6/18/2018 | 6/29/2018 | Vended | 8:30 AM | 9:30 AM | 15 | 25 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 1130AM | 1:30 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Delmark School<br>215 W. 23rd Street<br>Wilmington, DE 19802 | April Samuels<br>(302) 416-6180<br>Open<br>School | 2022 | Urban | Breakfast | | X | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 9:00 AM | 10 | 20 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 11:30 AM | 130 PM | 10 | 20 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Eastlawn Park<br>35th & Church Street<br>Wilmington, DE 19802 | Elbert Armbruster<br>(302) 761-3606<br>Open<br>Other | | Urban | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:15 AM | 11:00 AM | 20 | 30 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 12:00 PM | 1:45 PM | 25 | 35 | |



Report Run: 10/18/201811:11:02AM

NSD 8050A

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
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Sponsor Schedule A- 2018 Summer Food Service Program Sites

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Elbert Palmer Park<br>D & South Buttonwood Street (302) 463-9012<br>Southbridge<br>Wilmington, DE 19801 | Helen Brown<br>2022<br>Open<br>Other | 2022 | Urban | Breakfast | | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:15AM | 11:00AM | 10 | 20 | N |
| | | | | Lunch | | X | X | XX | X | | | | Vended | 1145AM | 1:45 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Elbert Park Evening Program<br>D & South Buttonwood Street (302) 463-9012<br>Southbridge, DE 19801 | Helen Brown<br>Open<br>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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Elsmere Presbyterian Child Care Center<br>606 New Road<br>Wilmington, DE 19805 | Kathy Strab<br>(302) 998-2070<br>Open<br>Other | 2022 | Rural | Breakfast | | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 700 AM | 900 AM | 45 | 55 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| FatherTucker Park<br>9th & Lincoln Street<br>Wilmington, DE 19801 | Taca Costa<br>(302) 298-6705<br>Open<br>Other | | Urban | Breakfast | | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:15 AM | 11:00AM | 55 | 65 | N |
| | | | | Lunch | | X | X | XX | X | | | | Vended | 12:00 PM | 145 PM | 55 | 65 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Girls Inc. of Delaware<br>1501 North Walnut Street Suite<br>100 Delivery Parking Lot/<br>Back Door<br>Wilmington, DE 19801 | Dianne Vickery<br>(302) 575-1041<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 8:30 AM | 10:30 AM | 20 | 30 | N |
| | | | | Lunch | | X | X | XX | X | | | | Vended | 12:30 PM | 2:30 PM | 20 | 30 | |



Report Run: 10/18/201811:11:02AM

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

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | Tu | W | Th | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Haynes Park<br>701 west 34th Street<br>Wilmington, DE 19802 | Kayla Brown<br>(302) 576-3835<br>Open<br>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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | Tu | W | Th | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Haynes Park Evening<br>701 West 34th Street<br>Wilmington, DE 19802 | Lynsie Garvin<br>(302) 397-9031<br>Open<br>Recreation | 2022 | Urban | Supper | X | X | X | X | X | | 6/25/2018 | 8/10/2018 | Vended | 400 PM | 6:00 PM | 20 | 30 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Helen Chambers Park<br>501 N. Madison Street<br>Wilmington, DE 19801 | Melinda McFoy<br>(302) 576-3835<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 9:45AM | 11:45 AM | 25 | 35 | N |
| | | | | Lunch | X | X | XX | X | | | | | Vended | 11:45AM | 1:45 PM | 30 | 40 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Helen Chambers Park Evening Program<br>501 North Madison Street<br>Wilmington, DE 19801 | Melinda McFoy<br>(302) 384-4183<br>Open<br>Other | 2022 | Urban | Supper | X | X | X | X | | | 7/2/2018 | 8/10/2018 | Vended | 4:00 PM | 6:00 PM | 65 | 75 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | Tu | W | Th | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Herman Holloway Evening<br>7th & Lombard Street<br>Wilmington, DE 19801 | Danyelle Hopkins<br>(757) 537-3274<br>Open<br>Recreation | | Urban | Supper | X | X | X | X | | | 6/25/2018 | 8/10/2018 | Vended | 4:00 PM | 6:00 PM | 50 | 60 | N |



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

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Sponsor Schedule A - 2018 Summer Food Service Program Sites

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hill Top Lutheran Neighborhood Center<br>1018 West 6th Street<br>Wilmington, DE 19805 | Matthew Johnson<br>(302) 655-3234<br>Open<br>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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>7th & Lombard Street<br>Wilmington, DE 19801 | Nishcee Garvin<br>(302) 761-0466<br>Open<br>Other | | Urban | Breakfast | | X X | X X | X | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 11 OOAM | 15 | 25 | N |
| | | | | Lunch | | X X | X X | X | | | Vended | 12:00 PM | 1:45PM | 25 | 35 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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 - Kidz Fit 4 Life<br>854 South Old Baltimore Pike<br>Newark, DE 19702 | valerie Brown-Blaut<br>(302) 314-5230<br>Open<br>Recreation | 2022 | Rural | Breakfast | | X X | X X | X | 6/18/2018 | 8/24/2018 | Vended | 800 AM | 10:00 AM | 130 | 140 | N |
| | | | | Lunch | | X X | X X | X | | | Vended | 11 OOAM | 1 00 PM | 140 | 150 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>3rd & Dupont Sts<br>Wilmington, DE 19805 | Toni Williams<br>(302) 740-6351<br>Open<br>Other | | Urban | Breakfast | | X X | X X | X | 6/18/2018 | 8/24/2018 | Vended | 9000 AM | 11 00 AM | 30 | 40 | N |
| | | | | Lunch | | X X | X X | X | | | Vended | 11:45AM | 1:45 PM | 50 | 60 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>2300 Bowers St<br>Wilmington, DE 19802 | Jade Thomas<br>(302) 764-9022<br>Open<br>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 OOAM | 1:00 PM | 50 | 60 | |



Report Run: 10/18/201811:11:02AM

NSD 8050A

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>11th and Kirkwood Street<br>Intersection of Kirkwood and Pine Street<br>Wilmington, DE 19801 | Erin Hull<br>(302) 576-3844<br>Open<br>Recreation | 2022 | Urban | Supper | | X | X X X | | 6/18/2018 | 8/24/2018 | Vended | 6:00 PM | 8:00 PM | 40 | 50 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Kosciusko Park<br>Broom and Maple Intersections of Maple and Broom<br>Wilmington, DE 19805 | Tami Duonnolo<br>(302) 367-4527<br>Open<br>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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Kosciuszko Park Evening Program<br>Broom and Maple Intersection of Broom and Maple<br>Wilmington, DE 19805 | Tammi Dunnolo<br>(302) 576-3810<br>Open<br>Other | | Urban | Supper | | X | X | X | X | 6/25/2018 | 8/10/2018 | Vended | 4:00 PM | 6:00 PM | 45 | 55 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Leading Youth Through Empowerment<br>2200 North Lucust Street<br>Wilmington, DE 19802 | Andrew Smith<br>(302) 778-1101<br>Open<br>Recreation | | Urban | Breakfast | | X | X X X | | 6/18/2018 | 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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| LJ's Summer Enrichment<br>(Manna Church)<br>4066 New Castle Avenue<br>Amazing Temple of Praise<br>New Castle, DE 19720 | Chena Harris<br>(302) 764-5853<br>Open<br>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 | |



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NSD 8050A

Delaware Department of Education
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Food Service Program

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

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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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mother African Union Church<br>812 N Franklin Street Peter Spencer Family Life Foundation/Freedom School School<br>Wilmington, DE 19806 | Francis Livingston<br>(302) 438-5820<br>Open<br>School | 2022 | Urban | Breakfast | | X X | X X X | | 6/18/2018 | 8/24/2018 | Vended | 7:00 AM | 900AM | 90 | 100 | N |
| | | | | Lunch | | X X | XXX | | | | Vended | 11:00 AM | 1:00 PM | 51 | 61 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Muslim Center of Wilmington<br>2102 Northeast Blvd.<br>Wilmington, DE 19802 | Rasheeda Bey<br>(302) 571-0532<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XXX | | 6/18/2018 | 8/24/2018 | Vended | 730 AM | 930 AM | 21 | 31 | N |
| | | | | Lunch | | X X | XXX | | | | Vended | 11:00 AM | 1:00 PM | 21 | 31 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Neighborhood House/Southbridge<br>1218 B Street<br>Wilmington, DE 19801 | Cynthia Williams<br>(302) 652-3926<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XXX | | 6/18/2018 | 8/17/2018 | Vended | 800 AM | 10:00 AM | 40 | 50 | N |
| | | | | Lunch | | X X | XXX | | | | Vended | 11:30AM | 1:30 PM | 40 | 50 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| New Compton Town House Apartment Camp<br>631 A Towne Court<br>Wilmington, DE 19801 | Tondra Mangrum<br>(302) 571-0217<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 900 AM | 1100 AM | 30 | 40 | N |
| | | | | Lunch | | X X | XXX | | | | Vended | 12:00 PM | 2:00 PM | 30 | 40 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| New Destiny Fellowship<br>905 E. 16th Street<br>Wilmington, DE 19802 | Janae Dupree<br>(302) 762-5600<br>Open<br>Other | | Urban | Supper | | X X | X | X | | 8/13/2018 | 8/19/2018 | Vended | 630 PM | 7:30 PM | 50 | 60 | N |



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NSD 8050A

Delaware Department of Education
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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 | S | M | T | W | T | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| New Vision Ministries<br>100 West 24th Street<br>Wilmington, DE 19802 | Maria Ushery<br>(302) 241-7438<br>Open<br>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 | X | | | | Vended | 12:00 PM | 200 PM | 25 | 35 | |
| **Site Name / Site Address** | **Contact Name / Phone Number / Type of Site / Primary Service** | **Eligibility Docs Due (Year)** | **Site Type** | **Meal** | **S** | **M** | **T** | **W** | **T** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| No Limit Mentoring Empowerment Program<br>701 West 34th St<br>Wilmington, DE 19801 | Shamecca Woolson<br>(302) 345-9777<br>Open<br>Recreation | 2022 | Urban | Supper | | X | | | X | X | X | 7/18/2018 | 8/24/2018 | Vended | 600 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** | **S** | **M** | **T** | **W** | **T** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Nolan Learning Academy<br>1507 Maryland Avenue<br>Wilmington, DE 19805 | Tia Parks<br>(302) 358-6646<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | X | X | X | | 6/25/2018 | 8/10/2018 | Vended | 8:00 AM | 1000AM | 18 | 28 | N |
| | | | | Lunch | | X | 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** | **S** | **M** | **T** | **W** | **T** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| North Lake Village<br>400 Catherine Street<br>Middletown, DE 19709 | Janet Wilson<br>(302) 378-0678<br>Open<br>Recreation | | Rural | Lunch | | X | 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** | **S** | **M** | **T** | **W** | **T** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Oakmont Park<br>Oakmont Drive<br>New Castle, DE 19720 | Ivy Jones-Ledbetter<br>(302) 268-7946<br>Open<br>Other | | Rural | Breakfast | | X | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 10:30 AM | 11:00AM | 25 | 35 | N |
| | | | | Lunch | | X | X | X | X | X | | | | Vended | 12:00 PM | 1:45 PM | 25 | 35 | |



Report Run: 10/18/201811:11:02AM

NSD 8050A

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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Tripe? | Field |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| One Love Evening Park<br>24th and Tatnall Street<br>Wilmington, DE 19802 | Mecca Jordan-Olivecas<br>(302) 287-3596<br>Open<br>Recreation | | Urban | Supper | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 4:00 PM | 6:00 PM | 15 | 25 | | 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** | **Tripe?** | **Field** |
| One Love Park<br>One Love Park/Tatnall 24th and Tatnall Street<br>Wilmington, DE 19802 | Aleda May<br>(302) 333-0731<br>Open<br>Other | | Urban | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 1030 AM | 11:30AM | 25 | 35 | | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:15 PM | 1:45 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** | **Tripe?** | **Field** |
| One Village Alliance<br>900 N. Washington Street<br>Wilmington, DE 19802 | Chandra Pitts<br>(302) 275-1715<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | XX | X | 7/9/2018 | 8/10/2018 | Vended | 1130AM | 12:30 PM | 30 | 40 | | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 330 PM | 430 PM | 30 | 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** | **Tripe?** | **Field** |
| People's Baptist Church<br>F.G.M.<br>50 South Street<br>New Castle, DE 19720 | Cindy Whalen<br>(302) 437-7611<br>Open<br>Other | 2022 | Rural | Breakfast | X | X | X | X | 7/16/2018 | 8/24/2018 | Vended | 9:45AM | 10:45 AM | 25 | 35 | | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:30 PM | 2 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** | **Tripe?** | **Field** |
| Police Athletic League Evening<br>3707 North Market Street<br>Wilmington, DE 19802 | Deidra Golden<br>(302) 764-6170<br>Open<br>Recreation | 2022 | Urban | Supper | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 4:00 PM | 6:00 PM | 45 | 55 | | N |



Report Run: 10/18/201811:11:02AM

NSD 8050A

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

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

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Wilmington, DE 19801
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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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Police Athletic League of Wilmington<br>3707 North Market Street<br>Wilmington, DE 19802 | Kenny Jackson<br>(302) 764-6170<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 125 | 135 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 12:00 PM | 2:00 PM | 125 | 135 | |
| Presbyterian Church of the Covenant<br>503 Duncan Road<br>Wilmington, DE 19809 | Elaine Murphy<br>(302) 824-8860<br>Open<br>Recreation | 2022 | Rural | Supper | | X | X | X | X | 7/23/2018 | 7/26/2018 | Vended | 5:00 PM | 6:00 PM | 55 | 65 | N |
| Rose of Sharon II<br>200 West 29th Street<br>Wilmington, DE 19802 | Maurice Jones<br>(302) 781-9623<br>Open<br>Other | 2022 | Urban | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 10 | 20 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 11:30 AM | 1:30 PM | 10 | 20 | |
| Rosegate Park<br>24a Thorn Court (Circle)<br>New Castle, DE 19720 | Mary Blanga<br>(302) 723-3615<br>Open<br>Other | 2022 | Rural | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:30 AM | 11:15AM | 25 | 35 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 12:00 PM | 1:45 PM | 25 | 35 | |
| Rosemill Park (Holloway Terrace)<br>19 Lambson Lane<br>New Castle, DE 19720 | Cherry Reed<br>(302) 358-7472<br>Open<br>Other | 2022 | Rural | Breakfast | | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | | X | X | XX | X | | | Vended | 12:00 PM | 1:45 PM | 15 | 25 | |



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Sponsor Schedule A- 2018 Summer Food Service Program Sites

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>Summer Day Camp 400 North (<br>Orange Street<br>Wilmington, DE 19801 | Kathleen Gill<br>)302)472-0711<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X X X X | | 6118/2018 | 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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>84 Simonds Drive<br>New Castle, DE 19720 | Patricia King<br>(302) 565-9081<br>Open<br>Other | 2022 | Rural | Breakfast | | X | X X X X | | 6118/2018 | 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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>3401 Governor Printz Blvd<br>Wilmington, DE 19802 | Anita Emory<br>(302) 764-7690<br>Open<br>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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>200 S. DuPont Street @<br>Bayard Middle School<br>Wilmington, DE 19805 | Ed Correa<br>(302) 576-3810<br>Open<br>Recreation | 2022 | Urban | Lunch | | | X | | 6/20/2018 | 8/8/2018 | Vended | 11:00 AM | 1:00 PM | 150 | 160 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>200 S. DuPont Street<br>Wilmington, DE 19805 | Ed Correa<br>(302) 576-3849<br>Open<br>Recreation | 2022 | Urban | Lunch | | | X | | 6/20/2018 | 8/8/2018 | Vended | 400 PM | 6:00 PM | 150 | 160 | N |



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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 | M | TW | T | RF | $ | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Trips? | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Bancroft/ Dunleith Park: Anderson and Bethune Drives (In the Developement 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 | 145PM | 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** | **$** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | | **Field Trips?** |
| Thomas A. Edison Charter School 2200 North Locust Street Wilmington, DE 19802 | Marquita Ransom (302) 778-1101 Open School | | Urban | Breakfast | | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 160 | 170 | N | |
| | | | | Lunch | | X | X | X | X | | | | Vended | 11:00 AM | 1:00 PM | 160 | 170 | | |
| **Site Name / Site Address** | **Contact Name / Phone Number / Type of Site / Primary Service** | **Eligibility Docs Due (Year)** | **Site Type** | **Meal** | **SM** | | **TW** | | **RF** | **$** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | | **Field Trips?** |
| Tilton Park 7th and 8th and Franklin Streets Intersection of 8th and Franklin Streets Wilmington, DE 19805 | Room Williams (302) 286-7788 Open Other | | Urban | Breakfast | | X | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 1030 AM | 1130 AM | 25 | 35 | N | |
| | | | | Lunch | | X | X | X | X | X | | | Vended | 12:30 PM | 145 PM | 35 | 45 | | |
| **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** |
| Trinity Church PSFLF CDF Freedom School 11 1105 North Adams Street Wilmington, DE 19801 | Isaiah Boone (609) 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 | |
| **Site Name / Site Address** | **Contact Name / Phone Number / Type of Site / Primary Service** | **Eligibility Docs Due (Year)** | **Site Type** | **Meal** | | **SM** | | **TW** | | | **RF $ Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** | **Field** |
| 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 | 800 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

NSD 8050A

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 | T | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Trips? | Field |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Urban Promise - Camp Faith<br>718 N. Monroe Street<br>Wilmington, DE 19801 | Marcus Bryant<br>(302) 761-0216<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | X | X | X | 7/2/2018 | 8/3/2018 | Vended | 9:00 AM | 10:00 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** | **SM** | **T** | **W** | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** | **Field** |
| Urban Promise - Camp Freedom<br>2401 Thatcher Street<br>Wilmington, DE 19802 | Tim Lewis<br>(302) 521-2711<br>Open<br>Recreation | | Urban | Breakfast | | X | X | X | X | X | 6/25/2018 | 8/3/2018 | Vended | 800 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** | **SM** | **T** | | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** | |
| Urban Promise /Camp Hope<br>451 Townsend Street Mt Joy (804) 396-0673<br>Church<br>Wilmington, DE 19801 | Andrew Harris<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | X | X | X | 6/25/2018 | 8/3/2018 | Vended | 800 AM | 1000 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** | **SM** | **TW** | | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** | **Field** |
| Urban Promise/ Camp Haven<br>1502 West 13th Street<br>AKA/Camp Promise<br>Wilmington, DE 19806 | James Russell<br>(302) 290-9866<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | X | X | X | 6/25/2018 | 8/3/2018 | Vended | 800 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** | **SM** | **TW** | | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Trips?** | **Field** |
| Urban Promise/Camp Harmony<br>3301 North Market Street<br>Wilmington, DE 19801 | Than Peterson<br>(207) 210-4217<br>Open<br>Recreation | | Urban | Breakfast | | X | X | X | X | X | 6/25/2018 | 8/3/2018 | Vended | 800 AM | 10:00 AM | 65 | 75 | N | |
| | | | | Lunch | | X | X | X | X | X | | | Vended | 12:00 PM | 2:00 PM | 65 | 75 | | |



Report Run: 10/18/201811:11:02AM

NSD 8050A

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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Urban Promise/Camp Victory<br>St. Joseph Church 1012<br>French Street<br>Wilmington, DE 19801 | Josh Gregor<br>(856) 759-2176<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | X X | | 6/25/2018 | 8/3/2018 | Vended | 8:00 AM | 10:00 AM | 80 | 90 | N |
| | | | | Lunch | | X X | XX 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<br>Worship Center<br>500 Concord Avenue<br>Wilmington, DE 19802 | Lucette Smith<br>(302) 365-4046<br>Open<br>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<br>2412 Thatcher Street<br>Wilmington, DE 19802 | Chelise Harris<br>(302) 764-0215<br>Open<br>Recreation | | Urban | Breakfast | | X X | XX X | | 6/18/2018 | 8/24/2018 | Vended | 9:30 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | | X X | XX 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<br>710 North Lincoln Street<br>Wilmington, DE 19805 | Maria Shevchenko<br>(302) 658-4171<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XX X | | 6/18/2018 | 8/24/2018 | Vended | 8:30 AM | 10:30 AM | 100 | 110 | N |
| | | | | Lunch | | X X | XX X | | | | Vended | 11:30AM | 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<br>Community Center<br>501 N. Madison Street<br>Wilmington, DE 19801 | Carolyn Peak<br>(302) 571-4266<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XX X | | 7/2/2018 | 8/17/2018 | Vended | 7:30 AM | 9:30AM | 80 | 90 | N |
| | | | | Lunch | | X X | XX X | | | | Vended | 12:00 PM | 2:00 PM | 95 | 105 | |



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

NSD 8050A

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

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Windows of Heaven Child Care<br>3007 North Tatnall Street<br>Wilmington, DE 19802 | Ella Cunningham<br>(302) 764-0683<br>Open<br>Other | 2022 | Urban | Breakfast | | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 10 | 20 | N |
| | | | | Lunch | | X | X | X | | | | Vended | 11:30AM | 1:30 PM | 10 | 20 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Woodlawn Park<br>4th and Ferris Streets<br>Wilmington, Delaware, DE 19805 | Mona Sampson<br>(302) 802-3648<br>Open<br>Other | | Urban | Breakfast | | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00AM | 11:00 AM | 13 | 23 | N |
| | | | | Lunch | | X | X | X | | | | Vended | 12:00 PM | 1:45 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Xavier School<br>Z & Z Early Learning Center<br>1315 North Union Street<br>Wilmington, DE 19806 | Shahana Aziz<br>(302) 655-1962<br>Open<br>Other | 2022 | Urban | Breakfast | | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 45 | 55 | N |
| | | | | Lunch | | X | X | X | | | | Vended | 11:00 AM | 1:00 PM | 45 | 55 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Youth Empowerment Program<br>1009 Sycamore Street<br>Wilmington, DE 19805 | Coley Harris<br>(302) 397-8445<br>Open<br>Recreation | 2022 | Urban | Lunch | | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 2:00 PM | 4:00 PM | 75 | 85 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Youth Law Enforcement Academy<br>500 Wilmington Avenue<br>Wilmington, DE 19801 | Ruth Townsend<br>(302) 379-3155<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X | X | | 6/18/2018 | 6/28/2018 | Vended | 8:30 AM | 10:30 AM | 25 | 35 | N |
| | | | | Lunch | | X | X | X | | | | Vended | 12:00 PM | 2:00 PM | 25 | 35 | |



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

NSD 8050A

# Schedule B

## U.S. DEPARTMENT OF AGRICULTURE
## REQUIRED MEAL PATTERNS

### SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

| FOOD COMPONENTS AND FOOD ITEMS[1] | 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/Breads**[6] – 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 | ¼ cup or 1 ounce[8] | | ¼ 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 | ¼ cup | ¼ cup[10] | ¼ cup[10] |
| 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 (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<br>HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT<br>APPLE JUICE<br>WHITE MILK 1% |
| DAY 2 | FRUIT JUICE<br>BLUEBERRY MUFFIN<br>FRUIT CUP<br>WHITE MILK 1% |
| DAY 3 | PEAR CUP (1/2 CUP)<br>CINNAMON BAGEL<br>CREAM CHEESE<br>PINEAPPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 4 | STRAWBERRY YOGURT<br>BANANA MUFFIN<br>FRESH PLUM<br>ORANGE JUICE<br>MILK 1% |
| DAY 5 | APPLE SAUCE (1/2 CUP)<br>WHOLE GRAIN/CINNAMON ROLL<br>GRAPE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 6 | FRESH FRUIT<br>CRISPY WHEAT & RAISINS OR EQUIVALENT<br>ORANGE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 7 | FRESH FRUIT<br>GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT<br>APPLE SAUCE (1/2 CUP)<br>MILK 1% |
| DAY 8 | BAGEL WITH JELLY<br>ORANGE JUICE<br>MILK 1% |

**BREAKFAST MENU**
(continued)

| | |
|---|---|
| DAY 9 | FRESH FRUIT<br>FRUIT LOOPS (1 CUP)<br>APPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 10 | FRESH FRUIT<br>DONUT<br>GRAPE JUICE<br>MILK 1% |
| DAY 11 | FRESH FRUIT<br>STRAWBERRY BREAKFAST BAR<br>ORANGE JUICE (1/2 CUP)<br>MILK 1% |
| DAY 12 | FRESH FRUIT<br>FRUIT YOGURT<br>GRAHAM CRACKERS<br>APPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 13 | FRESH FRUIT<br>FROSTED FLAKES (1 CUP)<br>GRAPE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 14 | APPLE SAUCE (1/2 CUP)<br>MINI WHEATS LITTLE BITES (1 CUP)<br>ORANGE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 15 | FRESH FRUIT<br>CINNAMON ROLL/WHOLE GRAIN<br>FRUIT JUICE (1/2 CUP)<br>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 & AMERCIAN CHEESE<br>HAMBURGER ROLL<br>MUSTARD<br>APPLE SAUCE<br>ORANGE JUICE<br>GRAHAM CRACKERS<br>1% CHOCOLATE MILK |
| DAY 2 | LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN<br>FRENCH DRESSING<br>CRACKERS<br>APPLE MUFFIN<br>PINEAPPLE JUICE<br>1% CHOCOLATE MILK |
| DAY 3 | SLICED TURKEY<br>KAISER ROLL<br>MIXED FRUIT CUP<br>GRAPE JUICE<br>MAYONNAISE<br>GRAHAM CRACKERS<br>1% CHOCOLATE MILK |
| DAY 4 | SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN<br>MAYONNAISE<br>PINEAPPLE TIDBITS<br>1% CHOCOLATE MILK |
| DAY 5 | BEEF BOLOGNA & AMERICAN CHEESE<br>WHITE BREAD<br>PEACH CUP<br>APPLE JUICE<br>MUSTARD<br>1% CHOCOLATE MILK |
| DAY 6 | AMERICAN CHEESE & TURKEY BREAST<br>WHEAT BREAD<br>PEACH CUP<br>APPLE JUICE<br>MAYONNAISE<br>CHEESE & CRACKERS<br>1% CHOCOLATE MILK |

**LUNCH MENU/SUPPER MENU**
(continued)

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

**LUNCH MENU/SUPPER MENU**
(continued)

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

| Item | Approximate Quantity | # of Days | Description | Unit Price | Price |
|---|---|---|---|---|---|
| 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

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# 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.

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Preferred Meal Systems, Inc.

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

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# 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*

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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.



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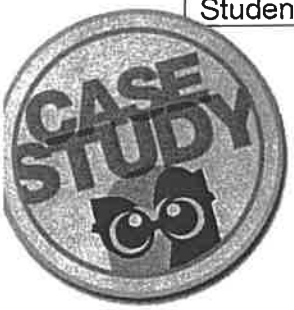
Preferred Meal Systems, Inc.

# 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<br>Quality, Taste and Palatability of Product | **MEALS** that Exceed the USDA Standards and are Student Tested |
| Experience<br>Operational Improvement History<br>Health Department Safety Violations<br>Two year experience dealing with reputable food suppliers<br>Ability to deliver pre-packaged foods | **OPERATIONS** that are State of the Art |
| Reduced Costs<br>Price<br>Productivity Improvement<br>Accounting Systems<br>Student Participation | **SYSTEMS** that Achieve Financial Results |



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***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.*

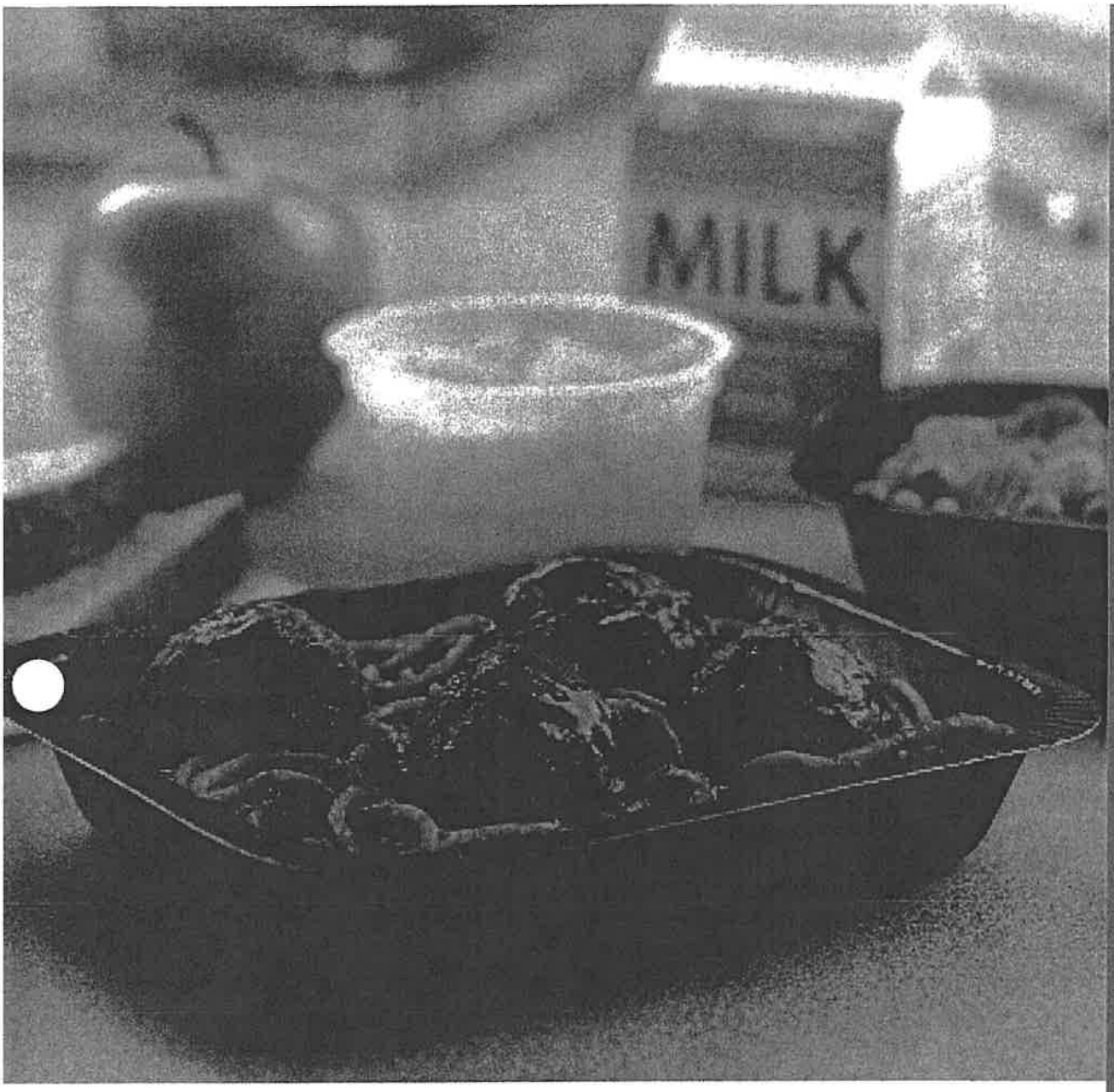
*While at one of the country's largest school districts Dr. Chalmers became familiar with Preferred Meals.*

*"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.*

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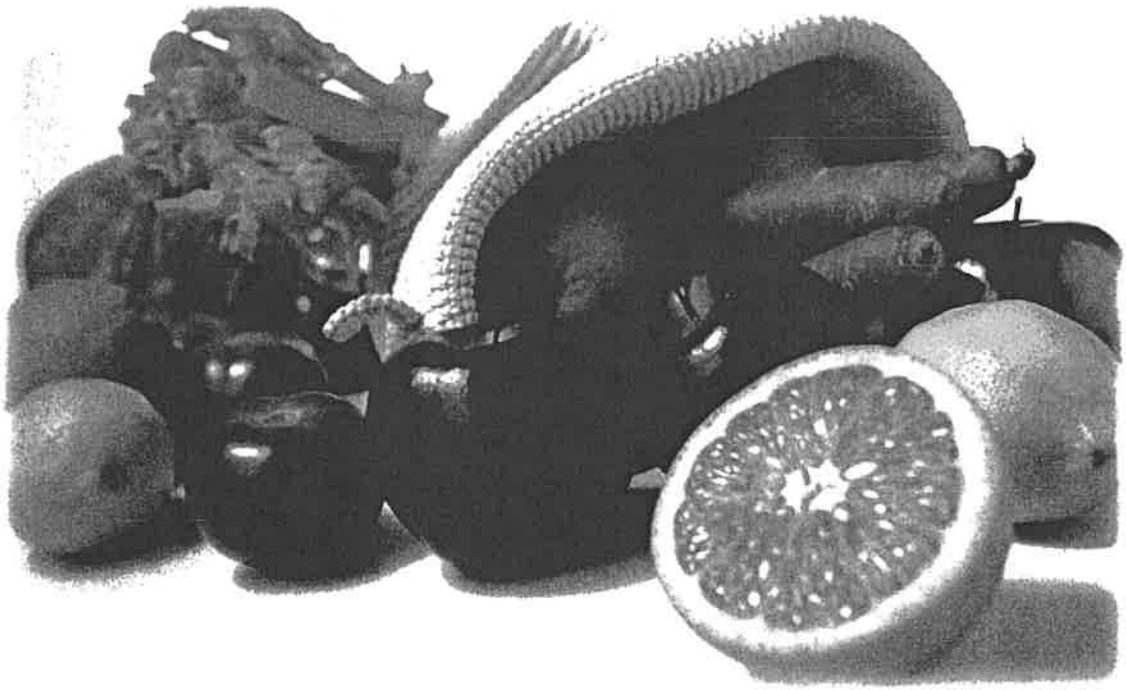
# MEALS

## 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**



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## 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*

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.

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## 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*



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## 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.

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.

*"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*

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## 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 Dieticians 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.

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MEALS

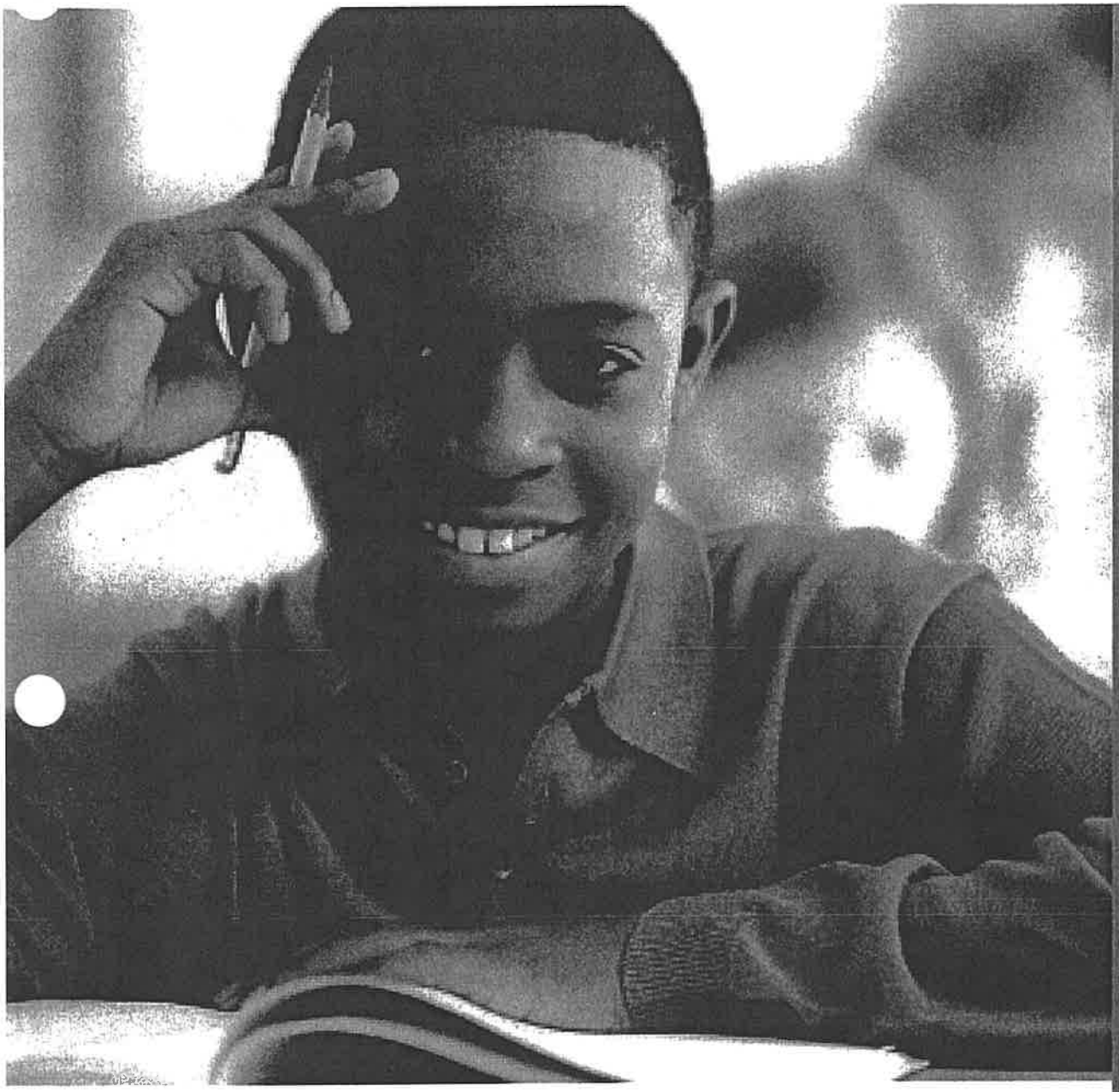
MEALS

## 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.

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# MARKETING

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# 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.

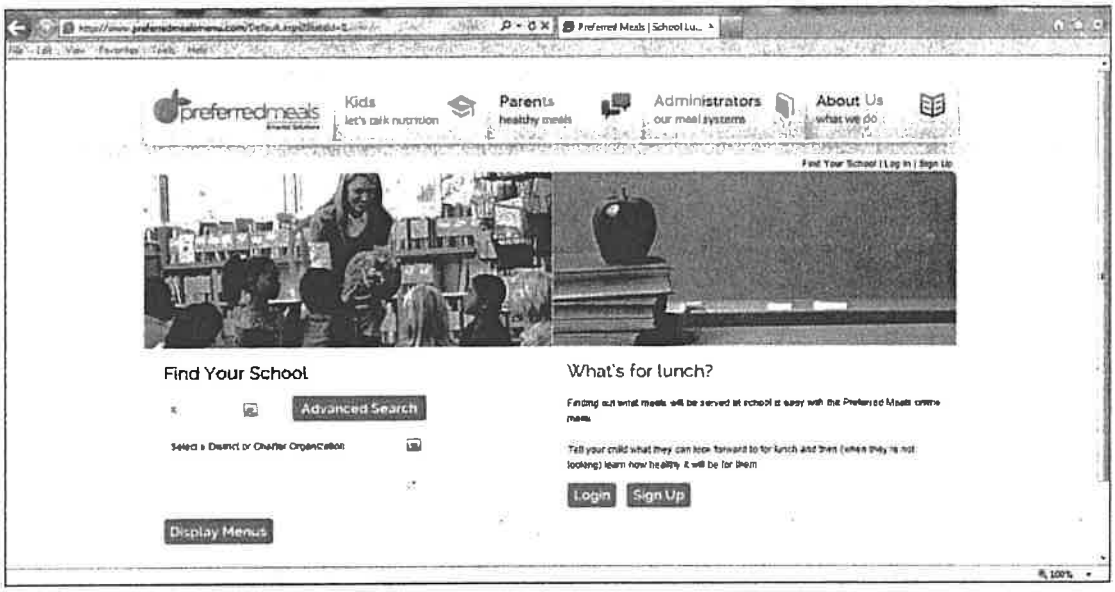
**Our marketing plan:**

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



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MARKETING

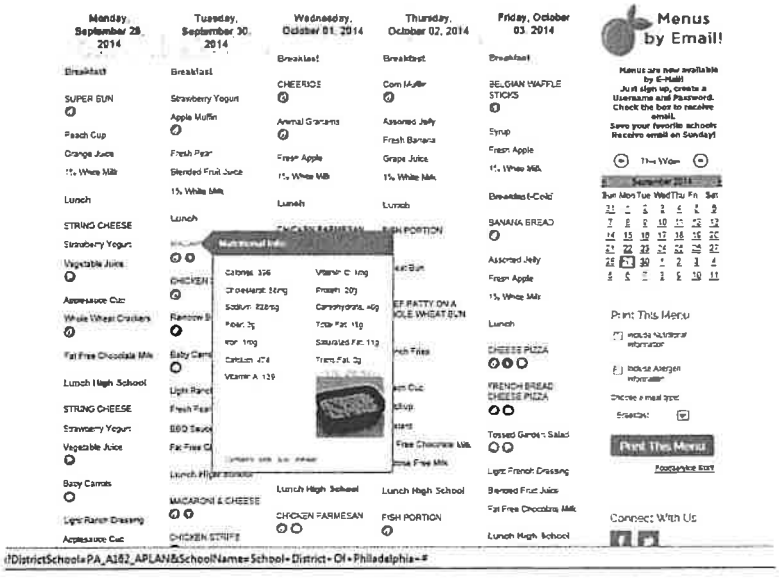



## Interactive Menus Online

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.

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## 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*



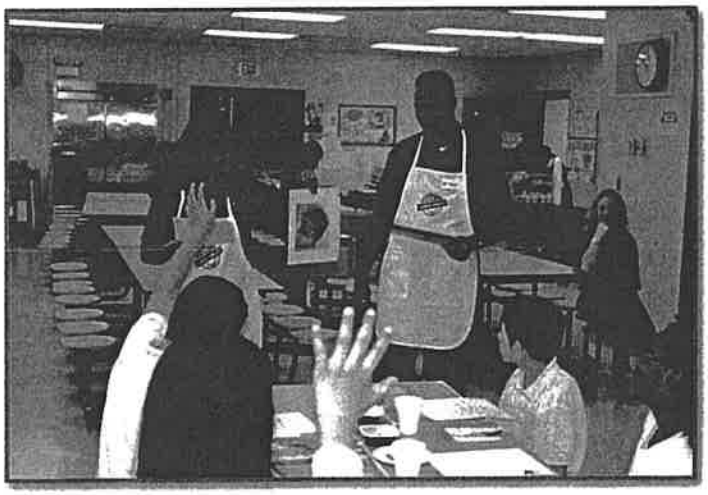
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MARKETING

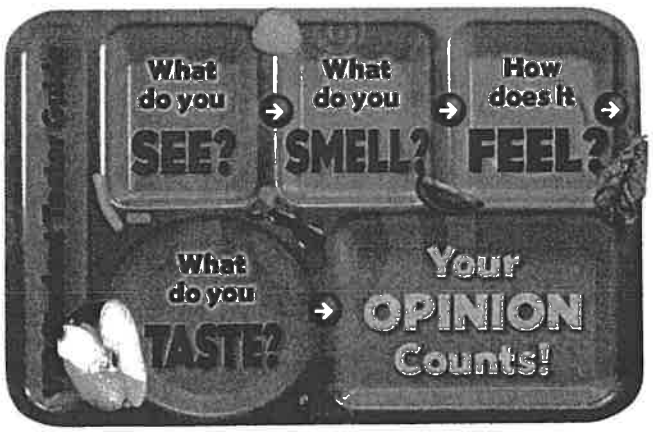
VIP Kid Taster Program

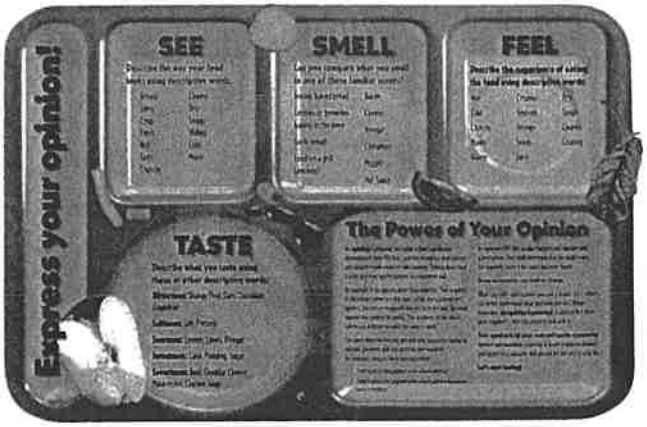



Preferred Meals recognizes that having healthy nutritious meals that meet regulations are only effective if students eat them. Our Student Taster Program provides feedback to our team on new products while giving students valuable skills they can use outside of school.



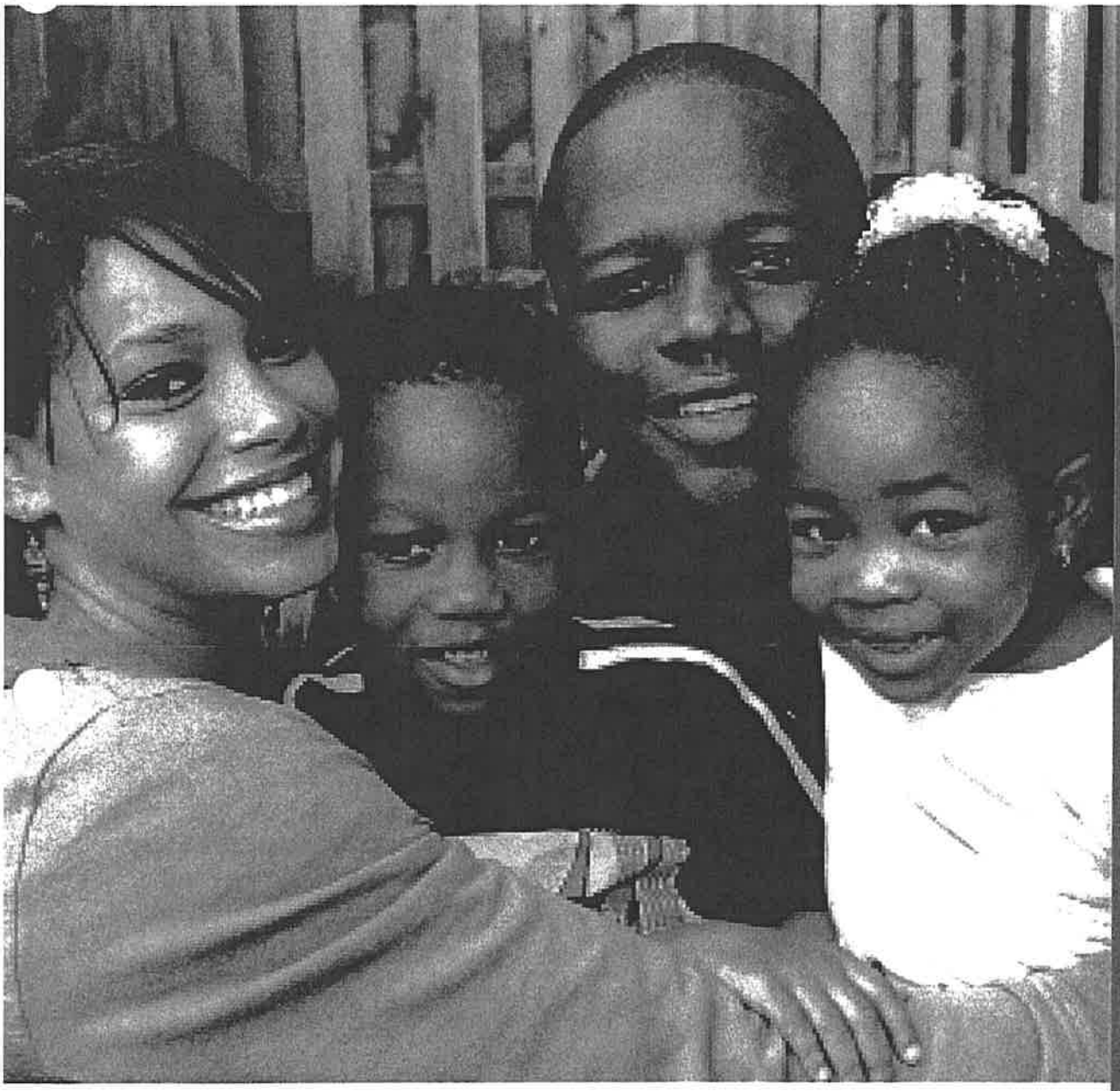
Members of our culinary & research team conduct taster trainings four or five times per year, with groups of VIP Student Tasters throughout the country. Training focuses on using the senses to evaluate product and articulate their opinions using descriptive words and logical reasoning on a provided evaluation 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.



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PEOPLE MILK MILK PEOP



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PEOPLE

# PEOPLE

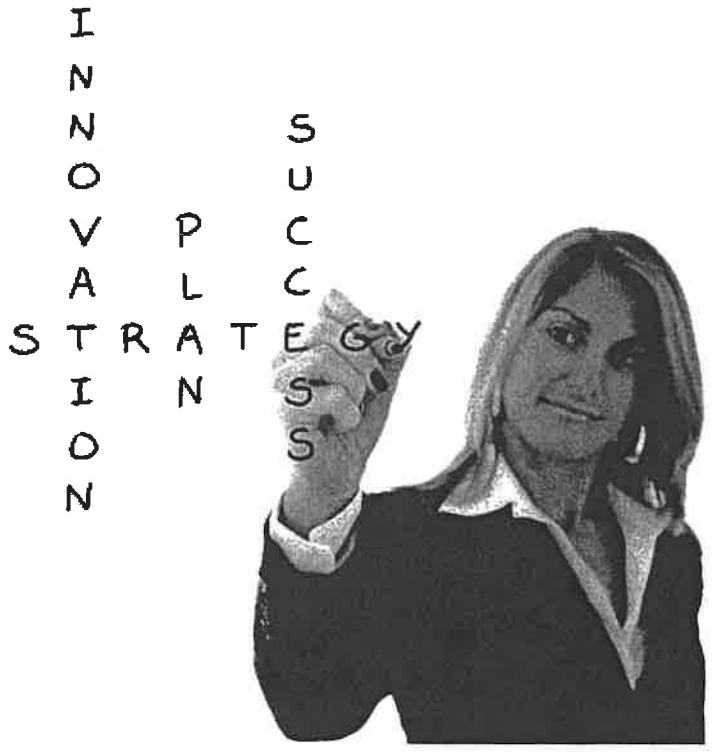
## that are Experienced and Customer Service Driven

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.

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## 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

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## 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 though 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

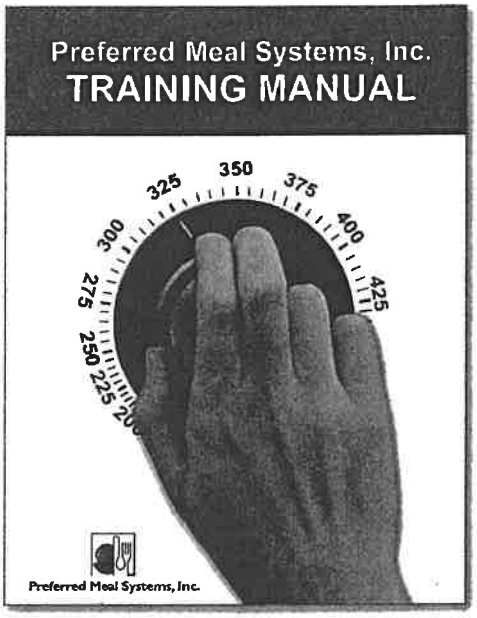
Proper cooking methods including batch cooking
Appetizing food presentation
Understanding menus and menu substitutions

## 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

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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

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# OPERATIONS

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OPERATIONS

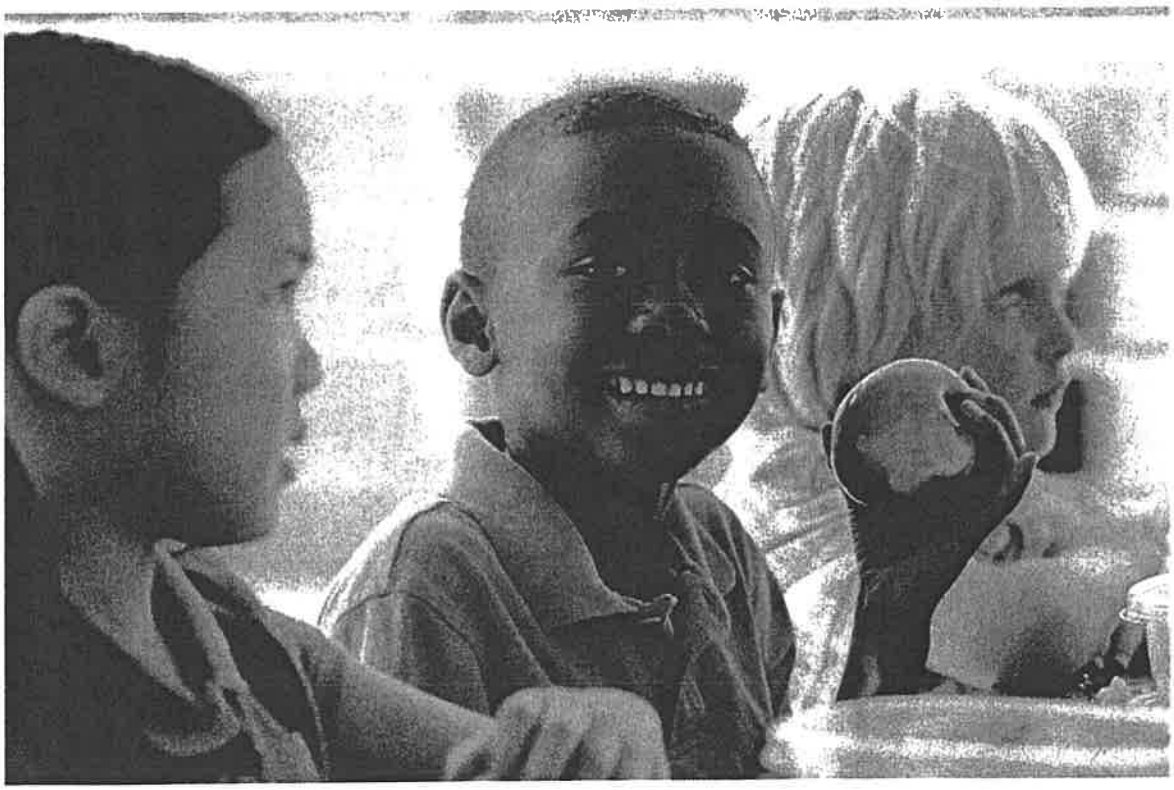
# OPERATIONS

## 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**



OPERATIONS

## 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.

*"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*

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!





## 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 <u>never</u> 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.

OPERATIONS

## 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.

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SYSTEMS



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SYSTEMS

# SYSTEMS

## that Achieve Financial Results

Accounting and information systems are an integral part of any business. Our systems assist with strategic planning, customer relationship, budgets, and operations.

**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.



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SYSTEMS

SYSTEMS

## 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.**



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Preferred Meal Systems, Inc.



# REQUIRED DOCUMENTS

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## 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 ommitment of the Surety Company to execute a 25 percent Performance and/or Labor and Materials Bonds o 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 Deport 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 aware 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 or 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 reprocurement 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 contact 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 Orders12549 (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.

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**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

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 | S M T W R F S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Art Summer Camp<br>Art Learning Center 534 Vandever Ave<br>Wilmington, DE 19802 | Danielle Nichols<br>(302) 656-2751<br>Open<br>School | | Urban | Breakfast | X X X X X | 6/18/2018 | 8/24/2018 | Vended | 7:30 AM | 8:30 AM | 80 | 90 | N |
| | | | | Lunch | X X X X X | | | Vended | 11:00AM | 1:00 PM | 80 | 90 | |
| Ascending Generation<br>733 East 22nd Street<br>Wilmington, DE 19802 | Lillian Oliver<br>(302) 384-2133<br>Open<br>Recreation | | Urban | Breakfast | X 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<br>1411 W. 4th Street Praise Camp<br>Wilmington, DE 19805 | Locie Davis<br>(302) 655-2700<br>Open<br>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<br>4001 North Market Street<br>Wilmington, DE 19802 | Everett Harris<br>(302) 764-7152<br>Open<br>Other | 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<br>604 N. Walnut St.<br>Wilmington, DE 19801 | Eleanor Malden<br>(302) 655-1576<br>Open<br>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 | |

Report Run: 10/18/201811:11:02AM



NSD 8050A

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
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 | TW | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Bethel Villa<br>356 E. 8th Street One Village Alliance<br>Wilmington, DE 19801 | LaTangela McDuffy<br>(917) 806-7006<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/25/2018 | 8/16/2018 | Vended | 9:30 AM | 11:30 AM | 40 | 50 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 12:00 PM | 2:00 PM | 40 | 50 | |
| Brown Chinook Park<br>7th and Duncan Streets<br>Brownfield, Southside of Maryland Ave.<br>Wilmington, DE 19805 | Stephanie Harrison<br>(302) 897-7719<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 10:30 AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 11:30 AM | 1:30 PM | 20 | 30 | |
| Brown, Burton, Winchester<br>25th and Pine Streets<br>Wilmington, DE 19802 | Michael Miller<br>(561) 350-4023<br>Open<br>Recreation | | Urban | Breakfast | X | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 10:30 AM | 13 | 23 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 11:00 AM | 1:00 PM | 1000 | 1010 | |
| C.O.W. - Camp Barnes<br>500 Wilmington Avenue<br>Municipal Complex<br>Wilmington, DE 19801 | Nichole Torrence<br>(302) 576-3847<br>Open<br>Recreation | 2022 | Urban | Lunch | | | | | X | 7/9/2018 | 7/27/2018 | Vended | 11:00AM | 1:00 PM | 50 | 80 | N |
| C.O.W. - Green Jobs<br>500 Wilmington Avenue<br>Municipal Complex<br>Wilmington, DE 19801 | Nichole Torrence<br>(302) 576-3847<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | | 6/25/2018 | 8/10/2018 | Vended | 7:30 AM | 9:30 AM | 30 | 40 | N |
| | | | | Lunch | X | X | XX | X | | | | Vended | 12:00 PM | 2:00 PM | 30 | 40 | |

Central Depot

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



NSD 8050A

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>2200 Bayhard Blvd.<br>Wilmington, DE 19801 | Michele Torrence<br>(302) 576-3847<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XX X | | 6/18/2018 | 8/10/2018 | Vended | 8:00 AM | 10:00 AM | 40 | 50 | N |
| | | | | Lunch | | X X | XX X | | | | Vended | 11:30AM | 1:00 PM | 40 | 50 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>839 N. Pine Street<br>Wilmington, DE 19801 | Delma Hickman<br>(302) 652-4960<br>Open<br>Recreation | 2022 | Urban | Supper | | X X | XX X | | 6/18/2018 | 8/24/2018 | Vended | 600 PM | 8:00 PM | 30 | 40 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TUV | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Church of Jesus Christ<br>513 West 15th. Street<br>Wilmington, DE 19802 | Dwight Higgin<br>(302) 409-3494<br>Open<br>Other | 2022 | Urban | Breakfast | | X X | XX X | | 6/18/2018 | 8/10/2018 | Vended | 900 AM | 9:30 AM | 40 | 50 | N |
| | | | | Lunch | | X X | XX X | | | | Vended | 1200PM | 2:00 PM | 40 | 50 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>810-816 D. Heard Street<br>Wilmington, DE 19801 | Chawn Stallings<br>(302) 654-6159<br>Open<br>Recreation | 2022 | Urban | Supper | | X X | XX X | | 7/16/2018 | 7/25/2018 | Vended | 620 PM | 8:00 PM | 25 | 35 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Doris Amoriah Academy<br>408 East 8th Street<br>Wilmington, DE 19801 | Tahaiym Ismaaree<br>(302) 521-2064<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X X | XX X | | 6/18/2018 | 7/27/2018 | Vended | 8:00 AM | 10:00 AM | 25 | 35 | N |
| | | | | Lunch | | X X | XX X | | | | Vended | 12:00 PM | 2:00 PM | 25 | 35 | |

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendors

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DE Children's Foundation<br>Summer Camp<br>600 Maryland Ave. - 1st Floor Open<br>Wilmington, DE 19805 | Rob Moore<br>(267) 298-0369<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 6/24/2018 | Vended | 7:30 AM | 8:30 AM | 35 | 35 | N |
| | | | | Lunch | X | X | X | X | | | | Vended | 11:30 AM | 1:30 PM | 35 | 35 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Delaware Adaptable Program, Inc.<br>2900 N. Vanpouren Street<br>Wilmington, DE 19802 | Tahyra Fields<br>(302) 764-9740<br>Open<br>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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Delaware College of Arts<br>600 N. Market Street<br>Wilmington, DE 19801 | Ashlie Ness<br>(302) 622-8000<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 6/29/2018 | Vended | 8:30 AM | 9:30 AM | 15 | 25 | N |
| | | | | Lunch | X | X | X | X | | | | Vended | 11:30AM | 1:30 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Dermont School<br>215 W. 23rd Street<br>Wilmington, DE 19802 | April Samuels<br>(302) 416-6180<br>Open<br>School | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 6/24/2018 | Vended | 8:00 AM | 9:00 AM | 10 | 20 | N |
| | | | | Lunch | X | X | X | X | | | | Vended | 11:30 AM | 1:30 PM | 10 | 20 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Eastlake Park<br>35th & Church Street<br>Wilmington, DE 19802 | Eddie Arredondo<br>(302) 761-3606<br>Open<br>Other | | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 6/24/2018 | Vended | 10:15 AM | 11:00 AM | 20 | 30 | N |
| | | | | Lunch | X | X | X | X | | | | Vended | 12:00 PM | 1:45 PM | 25 | 35 | |



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

NSD 8050A

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- 2016 Summer Food Service Program Sites

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Elbert Palmer Park<br>D & South Buttonwood Street<br>Southbridge<br>Wilmington, DE 19801 | Helen Brown<br>(302) 463-9012<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | X X | X | 6/16/2016 | 8/24/2016 | Vended | 10:15AM | 11:00AM | 10 | 20 | N |
| | | | | Lunch | X | X | X X | X | | | Vended | 1145AM | 1:45 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Elbert Park Evening Program<br>D & South Buttonwood Street<br>Southbridge, DE 19801 | Helen Brown<br>(302) 463-9012<br>Open<br>Other | 2022 | Urban | Supper | X | X | X X | X | 7/2/2016 | 8/10/2016 | Vended | 4:00 PM | 600 PM | 25 | 35 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Elsmere Presbyterian Child Care Center<br>506 New Road<br>Wilmington, DE 19805 | Kathy Grab<br>(302) 998-2070<br>Open<br>Other | 2022 | Rural | Breakfast | X | X | X X | X | 6/16/2016 | 8/24/2016 | Vended | 700 AM | 900 AM | 45 | 55 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Father Tucker Park<br>5th & Lincoln Street<br>Wilmington, DE 19801 | Tara Coles<br>(302) 298-6705<br>Open<br>Other | | Urban | Breakfast | X | X | X X | X | 6/16/2016 | 8/24/2016 | Vended | 10:15 AM | 11:00AM | 55 | 65 | N |
| | | | | Lunch | X | X | X X | X | | | Vended | 12:00 PM | 145 PM | 55 | 65 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Girls Inc. of Delaware<br>1501 North Walnut Street Suite 100 Delivery Parking Lot/ Back Door<br>Wilmington, DE 19801 | Dianna Vickery<br>(302) 575-1041<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | X X | X | 6/16/2016 | 8/24/2016 | Vended | 8:30 AM | 10:30 AM | 20 | 30 | N |
| | | | | Lunch | X | X | X X | X | | | Vended | 12:30 PM | 2:30 PM | 20 | 30 | |

Agreement Number: 01-06 Vendor Number: No VendorF

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

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 | Tu | W | Th | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hilltop Park<br>701 West 34th Street<br>Wilmington, DE 19802 | Kyra Brown<br>(302) 576-3835<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | X | X | X | | 6/18/2018 | 8/30/2018 | Vended | 10:30 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | 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 | SM | T | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Hilltop Park Evening<br>701 West 34th Street<br>Wilmington, DE 19802 | Lynne Darvin<br>(302) 397-9031<br>Open<br>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 | SM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? | | |
| Helen Chambers Park<br>301 N. Madison Street<br>Wilmington, DE 19801 | Melinda McFoy<br>(302) 576-3535<br>Open<br>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 | XX | 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 | SM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? | | |
| Helen Chambers Park Evening Program<br>301 North Madison Street<br>Wilmington, DE 19801 | Melinda McFoy<br>(302) 384-4183<br>Open<br>Other | 2022 | Urban | Supper | X | X | X | X | | | 7/2/2018 | 8/10/2018 | Vended | 4:00 PM | 6:00 PM | 55 | 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 | Field Trips? | | |
| Herman Holloway Evening<br>7th & Lombard Street<br>Wilmington, DE 19801 | Darylene Hopkins<br>(757) 537-3274<br>Open<br>Recreation | | Urban | Supper | | X | XX | X | | | 6/25/2018 | 8/10/2018 | Vended | 4:00 PM | 6:00 PM | 50 | 60 | N |

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



NSD 8050A

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Agreement Number: 01-06 Vendor Number: No Vendors

Wilmington Department of Youth & Families-00000000025
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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hill Top Lutheran Neighborhood Center<br>1018 West 6th Street<br>Wilmington, DE 19805 | Matthew Johnson<br>(302) 656-3204<br>Open<br>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<br>7th & Lombard Street<br>Wilmington, DE 19801 | Monecca Garvin<br>(302) 761-0485<br>Open<br>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 | 1:00PM | 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 - Kidz Fit 4 Life<br>954 South Old Baltimore Pike Creek<br>Newark, DE 19702 | Valerie Brown-Baur<br>(302) 314-5230<br>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<br>3rd & Dupont Sts<br>Wilmington, DE 19805 | Terri Williams<br>(302) 740-8351<br>Open<br>Other | | Urban | Breakfast | X | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 10:00 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<br>2300 Bowers St<br>Wilmington, DE 19802 | Jada Thomas<br>(302) 764-6022<br>Open<br>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 | |

Report Run: 10/18/201811:11:02AM



NSD 8050A

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

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

Wilmington Department of Youth & Families-0000000025
500 Wilmington Ave
Wilmington, DE 19801
Kevin Kelly
(302) 576-3810 Ext. 3811
Fax: (302) 573-5676

Sponsor Schedule A - 2018 Summer Food Service Program Sites

| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>11th and Kirkwood Streets<br>Intersection of Kirkwood and Pine Street<br>Wilmington, DE 19801 | Erin Hutt<br>(302) 576-3844<br>Open<br>Recreation | 2022 | Urban | Supper | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 6:00 PM | 8:00 PM | 40 | 60 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Kosciusko Park<br>Broom and Maple Intersections of Maple and Broom<br>Wilmington, DE 19805 | Tami Duonnolo<br>(302) 357-4527<br>Open<br>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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TU | W | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Kosciuszko Park Evening Program<br>Broom and Maple Intersection of Broom and Maple<br>Wilmington, DE 19805 | Tammi Duonnolo<br>(302) 576-3810<br>Open<br>Other | | Urban | Supper | X | X | X | X | | | 6/25/2018 | 8/15/2018 | Vended | 4:00 PM | 6:00 PM | 55 | 55 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Leading Youth Through Empowerment<br>2200 North Locust Street<br>Wilmington, DE 19802 | Andrew Smith<br>(302) 778-1101<br>Open<br>Recreation | | Urban | Breakfast | X | X | X | X | 6/18/2018 | 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 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| Lil's Summer Enrichment (Marina Church)<br>4065 New Castle Avenue<br>Amazing Temple of Praise<br>New Castle, DE 19720 | Cheryl Harris<br>(302) 764-5853<br>Open<br>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 | |

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



NSD 8050A

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
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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mother African Union Church<br>812 N Franklin Street Peter Spencer Family Life Foundation/Freedom School School<br>Wilmington, DE 19806 | Francis Livingston<br>(302) 436-6820<br>Open | 2022 | Urban | Breakfast | X | XX | XX | X | 6/18/2018 | 8/24/2018 | Vended | 7:00 AM | 9:00AM | 90 | 100 | N |
| | | | | Lunch | X | XX | XX | 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** | **SM** | **TW** | **RF** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Muslim Center of Wilmington<br>2102 Northeast Blvd.<br>Wilmington, DE 19802 | Hasheeda Bey<br>(302) 571-0532<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | XX | XX | X | 6/18/2018 | 8/24/2018 | Vended | 7:30 AM | 9:30 AM | 21 | 31 | N |
| | | | | Lunch | X | XX | XX | 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** | **SM** | **TW** | **RF** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| Neighborhood House/Southbridge<br>1218 B Street<br>Wilmington, DE 19801 | Cyrena Williams<br>(302) 652-3928<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | XX | XX | X | 6/18/2018 | 8/17/2018 | Vended | 8:00 AM | 10:00 AM | 40 | 50 | N |
| | | | | Lunch | X | XX | XX | 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** | **SM** | **TW** | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| New Compton Town House Apartment Camp<br>831 A Towne Court<br>Wilmington, DE 19801 | Tondra Mangrum<br>(302) 571-0217<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | XX | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 9:00 AM | 11:00 AM | 30 | 40 | N |
| | | | | Lunch | X | XX | XX | 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** | **SM** | **TW** | **R** | **F** | **S** | **Start Date** | **End Date** | **Meal Type** | **Start Time** | **End Time** | **ADP** | **CAP** | **Field Trips?** |
| New Destiny Fellowship<br>505 E. 16th Street<br>Wilmington, DE 19802 | Jamie Dubois<br>(302) 762-5600<br>Open<br>Other | | Urban | Supper | X | XX | XX | X | | 6/18/2018 | 8/19/2018 | 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
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 | T | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| New Vision Ministries<br>150 West 24th Street<br>Wilmington, DE 19802 | Maria Ushery<br>(302) 241-7436<br>Open<br>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 | X | | | Vended | 12:00 PM | 200 PM | 25 | 35 | |
| Site Name / Site Address | Contact Name / Phone Number / Type of Site / Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | T | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| No Limit Mentoring Empowerment Program<br>701 West 34th St<br>Wilmington, DE 19801 | Shameeca Wodson<br>(302) 345-9777<br>Open<br>Recreation | 2022 | Urban | Supper | X | | | X | X | X | 7/16/2018 | 8/24/2018 | Vended | 600 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 | T | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Nolan Learning Academy<br>1507 Maryland Avenue<br>Wilmington, DE 19805 | Tia Parks<br>(302) 356-6646<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | | X | X | X | 6/25/2018 | 8/10/2018 | Vended | 8:30 AM | 1000AM | 18 | 28 | N |
| | | | | Lunch | X | 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 | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| North Lake Village<br>400 Catherine Street<br>Middletown, DE 19709 | Janet Wilson<br>(302) 378-0678<br>Open<br>Recreation | | Rural | Lunch | X | 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 | T | W | TH | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Oatmont Park<br>Oatmont Drive<br>New Castle, DE 19720 | Ivy Jones-Ledbetter<br>(302) 258-7946<br>Open<br>Other | | Rural | Breakfast | X | X | | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 10:30 AM | 11:00AM | 25 | 35 | N |
| | | | | Lunch | X | 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-0000000025
500 Wilmington Ave
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Kevin Kelly
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Fax: (302) 573-5575

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 Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| One Love Evening Park<br>23rd and Tatnall Street<br>Wilmington, DE 19802 | Mecca Jordan-Oliveras<br>(302) 287-3936<br>Open<br>Recreation | | Urban | Supper | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 4:00 PM | 6:00 PM | 15 | 25 | N | N |
| One Love Park<br>One Love Park/Tatnall 24th and Tatnall Street<br>Wilmington, DE 19802 | Aleida May<br>(302) 333-9731<br>Open<br>Other | | Urban | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:30 AM | 11:30AM | 25 | 35 | N | |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:15 PM | 1:45 PM | 25 | 35 | | |
| Ore Village Alliance<br>900 N. Washington Street<br>Wilmington, DE 19802 | Chandra Pitts<br>(302) 275-1715<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | XX | X | 7/9/2018 | 8/10/2018 | Vended | 11:30AM | 12:30 PM | 30 | 40 | N | |
| | | | | Lunch | X | X | XX | X | | | Vended | 330 PM | 430 PM | 30 | 40 | | |
| People's Baptist Church<br>P.G.M.<br>50 South Street<br>New Castle, DE 19720 | Cindy Whalen<br>(302) 437-7911<br>Open<br>Other | 2022 | Rural | Breakfast | X | X | XX | X | 7/16/2018 | 8/24/2018 | Vended | 9:45AM | 10:45 AM | 25 | 35 | N | |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:30 PM | 2:30 PM | 25 | 35 | | |
| Police Athletic League Evening<br>3707 North Market Street<br>Wilmington, DE 19802 | Debra Golden<br>(302) 764-6170<br>Open<br>Recreation | 2022 | Urban | Supper | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 4:00 PM | 6:00 PM | 45 | 55 | N | |

Delaware Department of Education
Nutrition Services Division Summer
Food Service Program

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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 Does Due (Year) | Site Type | Meal | SM | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Police Athletic League of Wilmington<br>3707 North Market Street<br>Wilmington, DE 19802 | Kenny Jackson<br>(302) 764-6170<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | 6/19/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 125 | 135 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 2:00 PM | 125 | 135 | |
| Presbyterian Church of the Covenant<br>503 Duncan Road<br>Wilmington, DE 19809 | Elaine Murphy<br>(302) 633-5560<br>Open<br>Recreation | 2022 | Rural | Supper | X | X | X | X | 7/23/2018 | 7/25/2018 | Vended | 5:00 PM | 6:00 PM | 55 | 65 | N |
| Rose of Sharon II<br>200 West 29th Street<br>Wilmington, DE 19802 | Maurice Jones<br>(302) 781-5623<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | XX | X | 6/19/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 10 | 20 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 11:30 AM | 1:30 PM | 10 | 20 | |
| Rosegate Park<br>249 Thorn Court (Circle)<br>New Castle, DE 19720 | Mary Banga<br>(302) 723-3618<br>Open<br>Other | 2022 | Rural | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:30 AM | 11:15AM | 25 | 35 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 1:45 PM | 25 | 35 | |
| Rosenil Park (Holloway Terrace)<br>19 Lambson Lane<br>New Castle, DE 19720 | Cherry Reed<br>(302) 368-7472<br>Open<br>Other | 2022 | Rural | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 1:45 PM | 15 | 25 | |

Delaware Department of Education
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Summer Food Service Program

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Wilmington Department of Youth & Families-0000000025
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Wilmington, DE 19801
Kevin Kelly
(302) 576-3510 Ext. 3511
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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Salvation Army Day Camp<br>Summer Day Camp 400 North Orange Street<br>Wilmington, DE 19801 | Kathleen Gill<br>(302)472-0711<br>Open<br>Recreation | 2022 | Urban | Breakfast | | X | X X X | X | 6/18/2018 | 8/31/2018 | Vended | 7:30 AM | 9:30 AM | 40 | 50 | N |
| | | | | Lunch | | X | X X X | X | | | Vended | 11:30AM | 1:30 PM | 50 | 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? |
| Simonds Garden Park<br>84 Simonds Drive<br>New Castle, DE 19720 | Patricia King<br>(302) 566-9051<br>Open<br>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? |
| Opal Life Early Learning Center<br>3401 Governor Printz Blvd<br>Wilmington, DE 19802 | Artis Emory<br>(302) 764-7690<br>Open<br>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<br>200 S. DuPont Street @ Bayard Middle School<br>Wilmington, DE 19805 | Ed Correa<br>(302) 576-3510<br>Open<br>Recreation | 2022 | Urban | Lunch | | | X | | 6/20/2018 | 8/3/2018 | 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 | TW | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Summer Youth Employment Training II - Afternoon<br>200 S. DuPont Street<br>Wilmington, DE 19805 | Ed Correa<br>(302) 576-3549<br>Open<br>Recreation | 2022 | Urban | Lunch | | | X | | 6/20/2018 | 8/3/2018 | Vended | 4:00 PM | 6:00 PM | 150 | 150 | N |

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

Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dunlaw Dunleith Park<br>Anderson and Bethune Drives (302) 310-1711<br>In the Developement of Open<br>Dunleith Other<br>Wilmington, DE 19801 | Amber Kelley | | Rural | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 10:00 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 145PM | 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? |
| Thomas A. Edison Charter School<br>2200 North Locust Street<br>Wilmington, DE 19802 | Marquita Ransom<br>(302) 778-1101<br>Open<br>School | | Urban | Breakfast | X | XX | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 160 | 170 | N |
| | | | | Lunch | X | XX | X | | | | Vended | 11:00 AM | 1:00 PM | 160 | 170 | |
| 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? |
| Tilton Park<br>7th and 8th and Franklin<br>Streets Intersection of 8th and Open<br>Franklin Streets Other<br>Wilmington, DE 19806 | Robin Williams<br>(302) 286-7788 | | Urban | Breakfast | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 11:30 AM | 1130 AM | 35 | 35 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:30 PM | 145 PM | 35 | 45 | |
| 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? |
| Trinity Church<br>PCFLF CDF Freedom School (539) 263-4223<br>@ 1108 North Adams Street Open<br>Wilmington, DE 19801 | Isaiah Boone<br>Recreation | 2022 | Urban | Lunch | X | X | X | X | 6/25/2018 | 8/15/2018 | Vended | 12:00 PM | 1:00 PM | 40 | 50 | 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? |
| Urban Promise - Camp Arden<br>308 East 6th Street People's Settlement<br>Wilmington, DE 19801 | Naomi Rider<br>(518) 260-0826<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | X | X | 6/25/2018 | 8/1/2018 | Vended | 800 AM | 10:00 AM | 80 | 90 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 2:00 PM | 80 | 90 | |

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



NSD 8060A

Delaware Department of Education
Nutrition Services Division Summer
Food ServiceProgram

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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 Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Urban Promise - Camp Faith<br>718 N Monroe Street<br>Wilmington, DE 19801 | Marcus Bryant<br>(302) 761-0258<br>Open<br>Recreation | 2002 | Urban | Breakfast | | X | X | X | X | X | | 7/2/2018 | 8/3/2018 | Vended | 9:00 AM | 10:00 AM | 45 | 55 | N | |
| | | | | Lunch | | X | X | X | X | X | | | | Vended | 12:00 PM | 2:00 PM | 45 | 55 | | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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 Trips? |
| Urban Promise - Camp Freedom<br>2401 Thatcher Street<br>Wilmington, DE 19802 | Tim Lewis<br>(302) 824-2711<br>Open<br>Recreation | | Urban | Breakfast | | X | X | X | X | X | | 6/25/2018 | 8/3/2018 | Vended | 9:00 AM | 10:00 AM | 65 | 75 | N | |
| | | | | Lunch | | X | X | X | X | X | | | | Vended | 12:00 PM | 2:00 PM | 65 | 75 | | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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 Trips? |
| Urban Promise /Camp Hope<br>401 Townsend Street Mt Joy (<br>Church<br>Wilmington, DE 19801 | Andrea Harris<br>(4) 258-0573<br>Open<br>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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | S | M | TW | | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Trips? | Field Trips? |
| Urban Promise/ Camp Haven<br>1902 West 12th Street<br>AKA/Camp Premise<br>Wilmington, DE 19806 | James Russell<br>(302) 290-9368<br>Open<br>Recreation | 2002 | 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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | S | M | TW | | R | F | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Trips? | Field Trips? |
| Urban Promise/Camp Harmony<br>2201 North Market Street<br>Wilmington, DE 19801 | Than Peterson<br>(302) 210-4217<br>Open<br>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 | | |

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



NSD 8050A

Delaware Department of Education
Nutrition Services Division Summer
Food ServicePrograms

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<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [illegible]<br>St. Joseph Church 1012<br>French Street<br>Wilmington, DE 19801 | [illegible]<br>(856) 769-2178<br>Open<br>Recreation | [illegible] | Urban | Breakfast | X | X | XX | X | [illegible] | 6/3/2018 | Vended | 8:00 AM | 10:00 AM | 80 | 90 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 200 PM | 80 | 90 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>500 Concord Avenue<br>Wilmington, DE 19802 | Lucelia Green<br>(302) 366-4046<br>Open<br>Recreation | 2022 | Urban | Supper | X | X | XX | X | 7/23/2018 | 8/24/2018 | Vended | 5:30 PM | 7:30 PM | 45 | 55 | N |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>2412 Thatcher Street<br>Wilmington, DE 19802 | Chenise Harris<br>(302) 764-0216<br>Open<br>Recreation | | Urban | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 8:30 AM | 11:00AM | 15 | 25 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:30 PM | 2:00 PM | 15 | 25 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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<br>710 North Lincoln Street<br>Wilmington, DE 19805 | Maria Chevendaiu<br>(302) 658-4171<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | 6/18/2018 | 8/24/2018 | Vended | 8:30 AM | 10:30 AM | 100 | 110 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 11:30AM | 1:30 PM | 100 | 110 | |
| Site Name<br>Site Address | Contact Name<br>Phone Number<br>Type of Site<br>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? |
| [illegible]<br>Community Center<br>501 N. Madison Street<br>Wilmington, DE 19801 | Carolyn Polk<br>(302) 571-4266<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | XX | X | 7/2/2018 | 8/17/2018 | Vended | 7:30 AM | 9:30AM | 80 | 90 | N |
| | | | | Lunch | X | X | XX | X | | | Vended | 12:00 PM | 200 PM | 95 | 105 | |

Agreement Number: 01-06 Vendor Number: No Vendors

Wilmington Department of Youth & Families-00D0000025
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Delaware Department of Education
Nutrition Services Division
Summer Food Service Program

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 | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Widows of Heaven Child Care<br>3207 North Tatnall Street<br>Wilmington, DE 19802 | Ella Cunningham<br>(302) 764-0683<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 10 | 20 | N |
| | | | | Lunch | 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 | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Woodlawn Park<br>4th and Ferris Streets<br>Wilmington, Delaware, DE 19805 | Mona Campeon<br>(302) 602-3648<br>Open<br>Other | | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 10:00AM | 11:00 AM | 13 | 23 | 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 | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Kuhn School<br>Z & Z Early Learning Center<br>1215 North Union Street<br>Wilmington, DE 19805 | Shakera Allen<br>(302) 655-1962<br>Open<br>Other | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 8/24/2018 | Vended | 8:00 AM | 10:00 AM | 45 | 55 | N |
| | | | | Lunch | 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 | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Youth Empowerment Program<br>1009 Sycamore Street<br>Wilmington, DE 19805 | Corey Harris<br>(302) 397-5445<br>Open<br>Recreation | 2022 | Urban | Lunch | X | X | X | X | X | 6/18/2018 | 8/24/2018 | Vended | 2:00 PM | 4:00 PM | 75 | 85 | N |
| Site Name / Site Address | Contact Name / Phone Number / Type of Site / Primary Service | Eligibility Docs Due (Year) | Site Type | Meal | SM | TW | TH | RF | S | Start Date | End Date | Meal Type | Start Time | End Time | ADP | CAP | Field Trips? |
| Youth Law Enforcement Academy<br>500 Wilmington Avenue<br>Wilmington, DE 19801 | Ruth Townsend<br>(302) 379-3155<br>Open<br>Recreation | 2022 | Urban | Breakfast | X | X | X | X | | 6/18/2018 | 8/29/2018 | 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)[2] |
| **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 | ½ cup (4 fluid ounces) | | ¾ cup (6 fluid ounces)[5] |
| **Grains/Breads[6] –** 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 | ¼ cup or 1 ounce[8] | | ¼ 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 | ¼ cup | ¼ cup[1] | ¼ 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 (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<br>HONEY NUT CHEERIOS (1 CUP) OR EQUIVALENT<br>APPLE JUICE<br>WHITE MILK 1% |
| DAY 2 | FRUIT JUICE<br>BLUEBERRY MUFFIN<br>FRUIT CUP<br>WHITE MILK 1% |
| DAY 3 | PEAR CUP (1/2 CUP)<br>CINNAMON BAGEL<br>CREAM CHEESE<br>PINEAPPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 4 | STRAWBERRY YOGURT<br>BANANA MUFFIN<br>FRESH PLUM<br>ORANGE JUICE<br>MILK 1% |
| DAY 5 | APPLE SAUCE (1/2 CUP)<br>WHOLE GRAIN/CINNAMON ROLL<br>GRAPE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 6 | FRESH FRUIT<br>CRISPY WHEAT & RAISINS OR EQUIVALENT<br>ORANGE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 7 | FRESH FRUIT<br>GOLDEN GRAHAM CEREAL (1 CUP) OR EQUIVALENT<br>APPLE SAUCE (1/2 CUP)<br>MILK 1% |
| DAY 8 | BAGEL WITH JELLY<br>ORANGE JUICE<br>MILK 1% |

**BREAKFAST MENU**
(continued)

| | |
|---|---|
| DAY 9 | FRESH FRUIT<br>FRUIT LOOPS (1 CUP)<br>APPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 10 | FRESH FRUIT<br>DONUT<br>GRAPE JUICE<br>MILK 1% |
| DAY 11 | FRESH FRUIT<br>STRAWBERRY BREAKFAST BAR<br>ORANGE JUICE (1/2 CUP)<br>MILK 1% |
| DAY 12 | FRESH FRUIT<br>FRUIT YOGURT<br>GRAHAM CRACKERS<br>APPLE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 13 | FRESH FRUIT<br>FROSTED FLAKES (1 CUP)<br>GRAPE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 14 | APPLE SAUCE (1/2 CUP)<br>MINI WHEATS LITTLE BITES (1 CUP)<br>ORANGE JUICE (1/2 CUP)<br>WHITE MILK 1% |
| DAY 15 | FRESH FRUIT<br>CINNAMON ROLL/WHOLE GRAIN<br>FRUIT JUICE (1/2 CUP)<br>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 & AMERCIAN CHEESE<br>HAMBURGER ROLL<br>MUSTARD<br>APPLE SAUCE<br>ORANGE JUICE<br>GRAHAM CRACKERS<br>1% CHOCOLATE MILK |
| DAY 2 | LETTUCE & TOMATO WITH SLICED STRIPS OF CHICKEN<br>FRENCH DRESSING<br>CRACKERS<br>APPLE MUFFIN<br>PINEAPPLE JUICE<br>1% CHOCOLATE MILK |
| DAY 3 | SLICED TURKEY<br>KAISER ROLL<br>MIXED FRUIT CUP<br>GRAPE JUICE<br>MAYONNAISE<br>GRAHAM CRACKERS<br>1% CHOCOLATE MILK |
| DAY 4 | SLICED CHICKEN – WITH LETTUCE AND TOMATO – ON BUN<br>MAYONNAISE<br>PINEAPPLE TIDBITS<br>1% CHOCOLATE MILK |
| DAY 5 | BEEF BOLOGNA & AMERICAN CHEESE<br>WHITE BREAD<br>PEACH CUP<br>APPLE JUICE<br>MUSTARD<br>1% CHOCOLATE MILK |
| DAY 6 | AMERICAN CHEESE & TURKEY BREAST<br>WHEAT BREAD<br>PEACH CUP<br>APPLE JUICE<br>MAYONNAISE<br>CHEESE & CRACKERS<br>1% CHOCOLATE MILK |

**LUNCH MENU/SUPPER MENU**
(continued)

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

**LUNCH MENU/SUPPER MENU**
(continued)

| | |
|---|---|
| DAY 13 | BEEF BOLOGNA & AMERICAN CHEESE<br>WHEAT BREAD<br>MUSTARD<br>PINEAPPLE CUP<br>BABY CARROTS & CUCUMBER SAUCE<br>FRUIT JUICE<br>1% CHOCOLATE MILK |
| DAY 14 | SWISS CHEESE & TURKEY HAM<br>STEAK ROLL<br>MUSTARD<br>LETTUCE & TOMATO CUP<br>MIXED FRUIT CUP<br>GRAPE JUICE<br>1% CHOCOLATE MILK |
| DAY 15 | BEEF BOLOGNA & AMERICAN CHEESE<br>HAMBURGER ROLL<br>PEAR CUP<br>FRUIT JUICE<br>MUSTARD<br>CELERY STICKS & CUCUMBER SAUCE<br>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**<br>**Turkey Ham & American Cheese on a Roll**<br>**Applesauce**<br>**Orange Juice**<br>**Mustard**<br>**Graham Crackers**<br>Fat Free Chocolate Milk | **Day 2**<br>**Chicken Strips**<br>**Lettuce & Tomato**<br>**French Dressing**<br>**Crackers**<br>**Apple Muffin**<br>**Orange Juice**<br>Fat Free Chocolate Milk | **Day 3**<br>**Sliced Turkey on a Kaiser Roll**<br>**Mixed Fruit Cup**<br>**Grape Juice**<br>**Mayonnaise**<br>**Graham Crackers**<br>Fat Free Chocolate Milk | **Day 4**<br>**Sliced Chicken on a Bun**<br>**Lettuce & Tomato**<br>**Pineapple Tidbits**<br>**Mayonnaise**<br>Fat Free Chocolate Milk | **Day 5**<br>**Beef Bologna & American Cheese on Wheat Bread**<br>**Peach Cup**<br>**Apple Juice**<br>**Mustard**<br>Fat Free Chocolate Milk |
| **Day 6**<br>**Turkey Breast & American Cheese on Wheat Bread**<br>**Peach Cup**<br>**Apple Juice**<br>**Mayonnaise**<br>**Cheese on Cheese Crackers**<br>Fat Free Chocolate Milk | **Day 7**<br>**Chicken Salad on a Wheat Bun**<br>**Peach Cup**<br>**Apple Juice**<br>**Mayonnaise**<br>Fat Free Chocolate Milk | **Day 8**<br>**Tuna Salad**<br>**WG Crackers**<br>**Cinnamon Applesauce**<br>**Raisins**<br>Fat Free Chocolate Milk | **Day 9**<br>**Beef Bologna & American Cheese on Wheat Bread**<br>**Pineapple Cup**<br>**Apple Juice**<br>**Mustard**<br>**Granola**<br>Fat Free Chocolate Milk | **Day 10**<br>**Sliced Chicken on a Kaiser Roll**<br>**Applesauce Cup**<br>**Grape Juice**<br>**Mayonnaise**<br>Fat Free Chocolate Milk |
| **Day 11**<br>**Turkey Breast & American Cheese on a Kaiser Roll**<br>**Apple Juice**<br>**Melon**<br>**Mayonnaise**<br>Fat Free Chocolate Milk | **Day 12**<br>**Tuna Salad**<br>**Lettuce & Tomato**<br>**Mustard/Mayonnaise**<br>**Wheat Crackers**<br>**Grapes**<br>**Blended Fruit Juice**<br>**Tortilla Chips w/Salsa**<br>Fat Free Chocolate Milk | **Day 13**<br>**Beef Bologna & American Cheese on Wheat Bread**<br>**Pineapple Cup**<br>**Fruit Juice**<br>**Mustard**<br>**Baby Carrots & Ranch**<br>Fat Free Chocolate Milk | **Day 14**<br>**Turkey Ham & American Cheese on a Steak Roll**<br>**Lettuce & Tomato**<br>**Mixed Fruit Cup**<br>**Grape Juice**<br>**Mustard**<br>Fat Free Chocolate Milk | **Day 15**<br>**Beef Bologna & American Cheese on a Roll**<br>**Pear Cup**<br>**Fruit Juice**<br>**Mustard**<br>**Celery Sticks & Ranch**<br>Fat Free Chocolate Milk |
| | | | | |

** MENU SUBJECT TO CHANGE **

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Preferred Meal Systems, Inc.



# PRICE PAGE

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# 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 which 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.

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

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

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.

Aspen American Insurance Company

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

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
State of Connecticut
My Commission Expires February 28, 2019

Notary Public
My commission expires: 2/28/2019

## 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

Aspen American Insurance Company TEXAS 1990

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

FORM CD-511
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

# 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 conncection 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 | AWARD NUMBER AND/OR PROJECT NAME |
|---|---|
| Preferred Meal Systems, Inc. | 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 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.

| | | |
|---|---|---|
| VP of Finance - Controller | | 01/29/2019 |
| Signature of Food Service Management Company's Authorized Representative | Title | Date |

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

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.

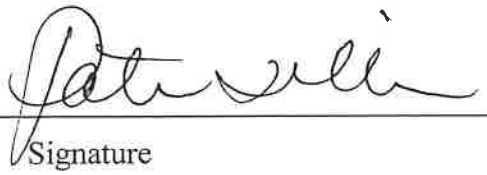
**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

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 requited 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

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>☐ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>**For Material Change Only:**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known*:<br><br>**Congressional District**, *if known*: 4c | <br><br>**Congressional District**, *if known*: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number**, *if known*: | **9. Award Amount**, *if known*:<br>$ |
| **10. a. Name and Address of Lobbying Registrant**<br>(*if individual, last name, first name, MI*): | **b. Individuals Performing Services** (*including address if different from No. 10a*)<br>(*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 p nt 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 C ess, 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 |
|---|---|---|---|---|---|
| 20140403 | 02-04-2019 | BOTH FRESH & FROZEN | PROCESSOR | CORPORATION | 0 |

ATTN: PAUL ALTOBELLI
MARAMONT CORP THE
5600 FIRST AVE BLDG C
BROOKLYN NY 11220-0000

BUS: 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***

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

EIN: 112592956

| STATE IN WHICH INCORPORATED OR FORMED | DATE INCORPORATED |
|---|---|
| NEW YORK | 11-19-1981 |

| NAME (LAST - FIRST - MIDDLE INITIAL) | TITLE |
|---|---|
| TILLMAN PATRICE | CO, VP |
| IC ARB DAVID | VP |
| CHIVARI 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.

-231
(10-02)
CG: HFDL

Randall Jones

DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

STATE OF NEW YORK
**DEPARTMENT OF AGRICULTURE AND MARKETS**
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

# LICENSE NOTICE

**Please post this license notice in the establishment.**

Date Issued: 08/15/2017

Expires: 08/14/2019

Fee Paid: $400

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

**FOOD PROCESSING LICENSE**

Entity No.: 89620

Certificate No.: 158155

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 | 2. ESTABLISHMENT NO. |
|---|---|
| August 16, 2016 | 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. | LICENSE NO. | CODE | |
|---|---|---|---|
| 017164 | 1933 | 9008 | WHOLESALER NON-EDIBLE |

FEE PAID
$181.00

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

2019

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

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

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# CITY OF WILMINGTON - BUSINESS LICENSE

| ACCOUNT NO. | LICENSE NO. | CODE | |
|---|---|---|---|
| 022543 | 2592 | 9007 | WHOLESALER EDIBLE |

FEE PAID
$0.00

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

2019

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

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

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**<br>**BERKELEY, IL 60163-1341** |

| Revenue Code | Subtype | Tax Year | Tax Period | Business Code | Amount |
|---|---|---|---|---|---|
| **0101** | **02** | **2021** | **12/31/2021** | **374**<br>**WHOLESALER-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,

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 **14h** 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:

| *Author* | *Employment Position* | *Date* |
|---|---|---|
| **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



*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

Authentication: 202420659

Date: 03-12-19

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

# State of Delaware

## Office of Secretary of State.

I, Elisha C. Dukes, 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 Dukes

Secretary of State

N P Blouna

Asst Secretary of State

FORM 121

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/1/2019 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<br>3280 Peachtree Road NE, Suite #250<br>Atlanta GA 30305<br>(404) 460-3600 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Travelers Property Casualty Co of America | 25674 |
| INSURED 1415356 Preferred Meal Systems, Inc.<br>5240 St. Charles Road<br>Berkeley IL 60163-1341 | 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:** XXXXXXX

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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | Y | N | 90-18840-06 | 9/1/2018 | 9/1/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B<br><br>E | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY<br>X Drive Other | N | N | 90-18840-04 (AOS)<br>90-18840-05 (MA)<br><br>GVE100207901(1X1) | 9/1/2018<br>9/1/2018<br><br>9/1/2018 | 9/1/2019<br>9/1/2019<br><br>9/1/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Excess Limit | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ 1,000,000 |
| D | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ $0 | N | N | US00086357LI18A | 9/1/2018 | 9/1/2019 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ XXXXXXX |
| B<br>C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 90-18840-01<br>90-18840-02 (Retro) | 9/1/2018<br>9/1/2018 | 9/1/2019<br>9/1/2019 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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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***ISSUED IN TRIPLICATE***

Bond No. SU53882

# 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

in the presence of:

Witness

**Preferred Meals System, Inc.**

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

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.

N 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.

Aspen American Insurance Company

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

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 27 day of February, 2019

Aspen American Insurance Company 1990

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

# ----CONTRACT-----

**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 6, 2019

**#4662**

**Sponsor:**

**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 Parks and Recreation, applied for a grant from the Bank of America Charitable Foundation in the amount of $65,000; and

**WHEREAS**, the grant will be used to support the City's 2019 Summer Youth Employment Program (the "Youth Program"), and

**WHEREAS**, the Bank of America Charitable Foundation has previously supported and funded the Youth Program; and

**WHEREAS**, the Youth Program offers job opportunities to the City's youth ages 14 to 20; and

**WHEREAS**, no matching funds are required; 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 Parks and Recreation's grant application to the Bank of America Charitable Foundation in the amount of $65,000 is hereby authorized.

**BE IT FURTHER RESOLVED** that the Director of Parks and Recreation, 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 Department of Parks and Recreation's application to the Bank of America Charitable Foundation in the amount of $65,000. The funds will be used to support the City's 2019 Summer Youth Employment Program. No local matching funds are required.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact on the City, because no local matching funds are required by the grant.

Wilmington, Delaware
June 6, 2019

**#4663**

**Sponsor:**

**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 Parks and Recreation, applied for a grant from Christiana Care Health Care Services in the amount of $35,210; and

**WHEREAS**, the Department of Parks and Recreation intends to use the grant money to supplements its offerings in the Wilmington Play Streets initiative that will provide children a safe place to play and adults a safe place to learn about available resources, and

**WHEREAS**, the grant will assist the City in promoting healthier lifestyles for children and families as well as seek to improve community engagement among City government offices and neighborhood residents; and

**WHEREAS**, no matching funds are required; 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 Parks and Recreation's grant application to Christiana Care Health Services in the amount of $35,210 is hereby authorized.

**BE IT FURTHER RESOLVED** that the Director of Parks and Recreation, 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 Department of Parks and Recreation's application for a grant from Christiana Care Health Services in the amount of $35,210. The grant will enable the City to supplement its offerings in the Wilmington Play Streets initiative that will provide children a safe place to play and adults a safe place to learn about available resources. No local matching funds are required.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact on the City, because no local matching funds are required by the grant.

W0105664

Wilmington, Delaware
June 6, 2019

**#4664**

**Sponsor:**

**Council Member Turner**

**Co-Sponsor:**

**Council President Shabazz**

**WHEREAS**, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

**WHEREAS**, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

**WHEREAS**, on March 10, 2005, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and Omnipoint Communications Enterprises, L.P. ("Omnipoint") which permitted Omnipoint to install and operate communications antennas on and a control cabinet at the base of the City's water tower on or near 6 Newark Union Road, Wilmington, Delaware; and

**WHEREAS**, T-Mobile Northeast, LLC ("T-Mobile") is the successor-interest to Omnipoint with respect to the License Agreement; and

**WHEREAS**, the License Agreement is set to expire on March 10, 2020; and

**WHEREAS**, the parties desire to amend the License Agreement (a copy of the amendment, in substantial form, is attached hereto as Exhibit "A") to: 1) extend the term of the License Agreement for an additional five (5) years commencing on March 10, 2020; 2) increase the license fee payable by T-Mobile to the City under the License Agreement to $50,400 per year with an increase of three percent (3%) annually commencing on March 10,

2020; and 3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council hereby authorizes and approves the "First Amendment to License Agreement" between the City of Wilmington and T-Mobile Northeast, LLC, a copy of which, in substantial form, is attached hereto as Exhibit "A", and the Mayor, or his designee, is hereby authorized to execute as many copies of said "First Amendment to License Agreement" as may be necessary.

Passed by City Council,

ATTEST:_____
City Clerk

**SYNOPSIS:** This Resolution approves the First Amendment to a License Agreement between the City and T-Mobile Northeast, LLC ("T-Mobile"), which permits T-Mobile to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 6 Newark Union Road, Wilmington, Delaware. The First Amendment will: 1) extend the term of the License Agreement for an additional five (5) years commencing on March 10, 2020; 2) increase the license fee payable by T-Mobile to the City under the License Agreement to $50,400 per year with an increase of three percent (3%) annually commencing on March 10, 2020; and 3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

W0106076

# EXHIBIT A

# FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The City of Wilmington, a municipal corporation of the State of Delaware ("**Licensor**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Licensee**") (collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement dated March 9, 2005 ("**License**") regarding Licensor's leased area ("**Premises**") located at Carr Rd & Newark Union Public, Wilmington, DE 19803 (the "**Property**").

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. The License is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License.

2. At the expiration of the License, the Term of the License will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.

3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Four Thousand Two Hundred and No/100 Dollars ($4,200.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.

4. Any charges payable under the License other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licensor.

5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

| If to Licensee: | If to Licensor: |
|---|---|
| T-Mobile USA, Inc. | The City of Wilmington |
| 12920 SE 38th Street | 800 French Street, 6th Floor |
| Bellevue, WA 98006 | Wilmington, DE 19801 |
| Attn: Lease Compliance/ 1NC6592B | |

6. Licensee and Licensor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

7. Except as expressly set forth in this Amendment, the License otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the License, the terms and provisions of this Amendment shall control. Each reference in the License to itself shall be deemed also to refer to this Amendment.

8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.

9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Licensor:**

**The City of Wilmington, a municipal corporation of the State of Delaware**

By: _____

Print Name: _____

Title: _____

Date: _____

**Licensee:**

**T-Mobile Northeast LLC, a Delaware limited liability company**

DocuSigned by:
By: Cheryl Downs
27D7B387C48E437...

Print Name: Cheryl Downs

Title: Director, Technology Property Management

Date: 1/28/2019

Kelly Dunham 1/22/19
T-Mobile Contract Attorney
as to form

**#4665**

**Sponsor:**

**Council Member Turner**

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SUMMIT MECHANICAL, INC. FOR HVAC PREVENTATIVE MAINTENANCE**

**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 20001PW - HVAC Preventative Maintenance (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 Summit Mechanical, Inc. (the "Contractor"), the lowest responsible bidder; and

**WHEREAS**, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars ($34,245.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

**WHEREAS**, the primary purpose of the Contract is to provide HVAC preventative maintenance for the City's Municipal Complex; and

**WHEREAS**, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

**WHEREAS**, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019

through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

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

**SECTION 1.** Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars ($34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, 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 execution of Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc. for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars ($34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars ($34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105808

# EXHIBIT A

Ad Number: 0003351458 Run Dates: 01/24/19, 01/29/19

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

**20001PW – HVAC PREVENTATIVE MAINTENANCE**

**Bid opening:** Tuesday, February 12, 2019, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Specifications may be obtained at the above address for the Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance
pceresini@wilmingtonde.gov
www.wilmingtonde.gov

1/24, 1/29-NJ

0003351458-01

The News Journal
Media Group
A GANNETT COMPANY

Street Address:
950 West Basin Road
New Castle, DE 19720

Mailing Address:
P.O. Box 15505
Wilmington, DE 19850

(302) 324-2500
(800) 235-9100

Legal Desk:
(302) 324-2676
Legal Fax:
302 324-2249

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801 DE,

# AFFIDAVIT OF PUBLICATION

## State of Delaware
**New Castle County**

Personally appeared **The News Journal**

Of the **The News Journal Media Group,** a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, deposeth 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:

01/24/19, 01/29/19 **A.D 2019**

Sworn and subscribed before me, this 29 day of January, 2019

**Ad Number:** 0003351458

Legal notification printed at larger size for affidavit.

KATHLEEN A GIBSON
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 18 2019

THE NEWS JOURNAL
delawareonline.com

**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

**Customer:** SD CITY WILM PURCHASING DIV

**Address:** 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

**Ad No.:** 0003351458
**Pymt Method** Invoice
**Net Amt:** $236.04

**Run Times:** 2

**No. of Affidavits:** 1

**Run Dates:** 01/24/19, 01/29/19

**Text of Ad:**

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

**20001PW – HVAC PREVENTATIVE MAINTENANCE**

**Bid opening:** Tuesday, February 12, 2019, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Specifications may be obtained at the above address for the Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance
pceresini@wilmingtonde.gov
www.wilmingtonde.gov

1/24, 1/29-NJ

0003351458-01

# INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** will be publicly opened and read aloud in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **Tuesday, February 12, 2019, AT 3:00 p.m.**

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed **"Bid for City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE "** 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. The 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.

6. 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.

7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.

8. 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.

9. 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.

10. **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 judgment 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.

Questions should be directed to Phil Ceresini via email at pceresini@wilmingtonde.gov. Questions will not be accepted within 1 week of bid opening.

**THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.**

# SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE

## GENERAL & EMERGENCY REPAIRS

## MUNICIPAL COMPLEX – CITY OF WILMINGTON
## 500 WILMINGTON AVE.
## WILMINGTON, DE 19801

## Contract: 20001PW

## MAINTENANCE SERVICE EQUIPMENT

| Quantity | Manufacturer | Model/Type | Serial Number |
|---|---|---|---|
| (36) | Cook | Exhaust Fans | |
| (1) | Reznor | 100% Outdoor Air Unit | RDDA-428-550 |
| (1) | Reznor | Gas fired Make-up Air Unit | RPBL-200 |
| (2) | Berko | Cabinet Unit Heaters | CUH 900 series |
| (3) | Berko | Fan Wall Heater | FRC Series |
| (36) | Berko | Unit Heater | HUHM Series |
| (6) | Daikin | Split system (2 Outdoor, 6 Indoor Units) | |
| (1) | Daikin | Wall Hung Split System (1 Outdoor, 1 Indoor) | |
| (3) | Lennox | 2 Ton Rooftop AC Units | |
| (5) | Lennox | 3 Ton Rooftop AC Units | |
| (5) | Lennox | 4 Ton Rooftop AC Units | |
| (5) | Lennox | 5 Ton Rooftop AC Units | |
| (5) | Lennox | 6 Ton Rooftop AC Units | |
| (1) | Lennox | 7.5 Ton Rooftop AC Units | |
| (1) | Lennox | 12.5 Ton Rooftop AC Units | |
| (25) | Roberts Gordon | Infrared Tube Heaters-Gordon Ray 81-1 Series | |
| (18) | Brasch | CO2, NO2 Gas Detectors | GSE-NCM-LL0/LL1 |
| (2) | Liebert | Mini Mate Split System | |
| (1) | PVI | Water Heater | 200N 400A-TP |
| (5) | Bell & Gosset | Circulator Pumps | BG # 172704 |
| (2) | Armstrong | Domestic Water Booster Dual-Pak (6901) 3X3X6 | |
| (1) | A. O. Smith | Water Heater | BTH-120-970 |
| (2) | Lochnivar | Crest Condensing Boilers (FBN-1501) | |
| (5) | Trane | Split System (5 Outdoor, 5 indoor Units) | |
| (1) | Trane | Makeup Air Unit | |

* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

## PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

**Service technician**
**(see the following pages for instructions)**

ANNUAL START-UP

### General:

- Address reported problems, if any
- Inspect interior; clean and vacuum if necessary;
- Clean condensate trap and fill with fresh water
- Check for leaks (water, gas, flue, condensate)
- Verify flue and air lines in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check fill water meter
- Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.
- Check control settings
- Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.
- Flame inspection (stable, uniform)
- Check both flame signals (at least 10 microamps at high fire)
- Test low water cutoff.

### If combustion or performance indicate need:

- Clean heat exchanger
- Remove and clean burner using compressed air only
- Clean the blower wheels

## PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.

- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.

- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.

- This agreement requires 8 hours of additional labor that is not billable.

- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.

- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.

- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.

- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.

- The vendor shall be able to provide service and make repairs to commercial plumbing calls.

- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.

- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.

- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.

- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of $15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

## PROPOSAL FORM

DATE: _____ CONTRACT: **20001PW**

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.

**Annual cost for HVAC Preventative Maintenance as described in the specification:**

$_____

**Estimated labor requirements for additional work as needed:**

Regular Working Hours / Monday thru Friday = (70hrs) x $_____per hour = $_____

Premium Time on Weekdays and Saturdays = (3hrs) x $_____per hour = $_____

Premium Time on Sundays and National Holidays = (3hrs) x $_____per hour = $_____

Material Allowance $15,000.00

**Grand Total** $_____
(sum of annual cost, estimated labor and material allowance)

FIRM: _____

_____
Corporation, Partnership, Individual

PER: _____

_____
Name (typed or printed)

TITLE: _____

ADDRESS: _____

EMAIL: _____
PHONE: _____
FAX: _____

FEDERAL I.D. _____

## INSTRUCTIONS TO BIDDERS

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# SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE

## GENERAL & EMERGENCY REPAIRS

## MUNICIPAL COMPLEX – CITY OF WILMINGTON
## 500 WILMINGTON AVE.
## WILMINGTON, DE 19801

## Contract: 20001PW

## MAINTENANCE SERVICE EQUIPMENT

| Quantity | Manufacturer | Model/Type | Serial Number |
|---|---|---|---|
| (36) | Cook | Exhaust Fans | |
| (1) | Reznor | 100% Outdoor Air Unit | RDDA-428-550 |
| (1) | Reznor | Gas fired Make-up Air Unit | RPBL-200 |
| (2) | Berko | Cabinet Unit Heaters | CUH 900 series |
| (3) | Berko | Fan Wall Heater | FRC Series |
| (36) | Berko | Unit Heater | HUHM Series |
| (6) | Daikin | Split system (2 Outdoor, 6 Indoor Units) | |
| (1) | Daikin | Wall Hung Split System (1 Outdoor, 1 Indoor) | |
| (3) | Lennox | 2 Ton Rooftop AC Units | |
| (5) | Lennox | 3 Ton Rooftop AC Units | |
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| (5) | Lennox | 5 Ton Rooftop AC Units | |
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| (25) | Roberts Gordon | Infrared Tube Heaters-Gordon Ray 81-1 Series | |
| (18) | Brasch | CO2, NO2 Gas Detectors | GSE-NCM-LL0/LL1 |
| (2) | Liebert | Mini Mate Split System | |
| (1) | PVI | Water Heater | 200N 400A-TP |
| (5) | Bell & Gosset | Circulator Pumps | BG # 172704 |
| (2) | Armstrong | Domestic Water Booster Dual-Pak (6901) 3X3X6 | |
| (1) | A. O. Smith | Water Heater | BTH-120-970 |
| (2) | Lochnivar | Crest Condensing Boilers (FBN-1501) | |
| (5) | Trane | Split System (5 Outdoor, 5 indoor Units) | |
| (1) | Trane | Makeup Air Unit | |

* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

## PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

**Service technician**
**(see the following pages for instructions)**

ANNUAL START-UP

### General:

- Address reported problems, if any
- Inspect interior; clean and vacuum if necessary;
- Clean condensate trap and fill with fresh water
- Check for leaks (water, gas, flue, condensate)
- Verify flue and air lines in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check fill water meter
- Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.
- Check control settings
- Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.
- Flame inspection (stable, uniform)
- Check both flame signals (at least 10 microamps at high fire)
- Test low water cutoff.

### If combustion or performance indicate need:

- Clean heat exchanger
- Remove and clean burner using compressed air only
- Clean the blower wheels

## PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.

- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.

- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.

- This agreement requires 8 hours of additional labor that is not billable.

- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.

- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.

- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.

- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.

- The vendor shall be able to provide service and make repairs to commercial plumbing calls.

- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.

- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.

- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.

- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of $15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

**PROPOSAL FORM**

DATE: 2/12/2019 CONTRACT: **20001PW**

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.

**Annual cost for HVAC Preventative Maintenance as described in the specification:**

$ 12,000.00

**Estimated labor requirements for additional work as needed:**

Regular Working Hours / Monday thru Friday = (70hrs) x $ 90.00 per hour = $ 6,300.00

Premium Time on Weekdays and Saturdays = (3hrs) x $ 135.00 per hour = $ 405.00

Premium Time on Sundays and National Holidays = (3hrs) x $ 180.00 per hour = $ 540.00

Material Allowance $15,000.00

**Grand Total** $ 34,245.00
(sum of annual cost, estimated labor and material allowance)

FIRM: Summit Mechanical, Inc.
Corporation
Corporation, Partnership, Individual

PER: Hayley Bolden
Name (typed or printed)

TITLE: Bid Coordinator

ADDRESS: 304 Carson Drive, Bear, DE 19701

EMAIL: hayley@summitmechanical.org
PHONE: 302-836-8814
FAX: 302-836-8819

FEDERAL I.D. 26-1290248

*DEPARTMENT OF PUBLIC WORKS*
**ADMINISTRATIVE DIVISION**

**MEMORANDUM**

**TO:** Phil Ceresini
Purchasing Agent
Division of Procurement and Records

**FROM:** Marlyn Dietz
Operations Director
Public Works Department

**DATE:** 05 March 2019

**Re:** Contract 20001PW –HVAC Preventative Maintenance (Municipal Complex)
Recommendation of Award

We have reviewed the proposals for the subject specification and tabulate them as follows:

| Bidder | Grand Total |
|---|---|
| Summit Mechanical, Inc. | $ 34,235.00 |
| Modern Controls, Inc. | $ 36,928.75 |
| Worth & Company, LLC | $ 38,505.00 |
| Bradley-Sciocchetti, Inc. | $ 52,035.75 |
| Seiberlich Trane | $ 60,342.50 |
| McCloskey Mechanical Contractors, Inc. | $ 60,707.00 |

Our recommendation is to award this contract to the apparent low bidder, Summit Mechanical, Inc. for the amount shown above. We have reviewed their response to the RFP for Contract 20001PW and they appear to meet the specification.

APPROVED:

For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner
George Johnson, Building Services Manager
Sam Baise, Assistant Building Services Manager

# CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. **20001PW** is on this **5th** of **March** awarded to **Summit Mechanical, Inc** in the amount of **$34,245.00** as per Proposal dated **2/12/19** 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 **1/24/19.**

2. The advertisement calling for sealed bids on this contract was published in the **News Journal** on **1/24/19 & 1/29/19** stated that bids would be opened at **3:00 p.m**. on **2/12/19**

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 **2/12/19.** Other persons present at the opening of the bids were: Phil Ceresini & Michael Maldonado

4. Bids were submitted by the following contractors in the following amounts:

| Contractor | Address | Date of Bid | Amount |
|---|---|---|---|
| Summit Mechanical, Inc | Bear, DE | 2/12/19 | $34,245.00 |
| Modern Controls, Inc | New Castle, DE | 2/12/19 | $36,928.75 |
| Worth & Company, LLC | Newport, DE | 2/12/19 | $38,505.00 |
| Bradely-Sciocchetti, Inc | New Castle, DE | 2/12/19 | $52,035.75 |
| Seiberlich Trane | New Castle, DE | 2/12/19 | $60,342.50 |
| McCloskey Mechanical Contractors, Inc | Blackwood, NJ | 2/12/19 | $60,707.00 |

5. City License Number _____

6. Upon recommendation of **Department of Public Works** 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:

| *Author* | *Employment Position* | *Date* |
|---|---|---|
| **Kelly Williams** | **Commissioner of Public Works** | **3/5/19** |

_____
Department of Finance, Division of Procurement

SUMMIT MECHANICAL, INC.
P.O. Box 1398, Bear, DE 19701
Phone: 302-836-8814
Fax: 302-836-8819
E-Mail: info@summitmechanical.org

## CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of Summit Mechanical, 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 25th day of March, 2019.

**RESOLVED**, that the President, Edward V. Mendez, of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, Contract Number 20001PW "HVAC Preventative Maintenance" for the Contract Price of $34,235.00; and

**FURTHER RESOLVED**, that the Secretary of this Corporation be and he hereby is 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: Edward V. Mendez

Secretary: Edward V. Mendez

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Corporation this 25th day of March, 2019.

Secretary

# Delaware

The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUMMIT MECHANICAL, 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 SIXTH DAY OF JULY, A.D. 2018.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUMMIT MECHANICAL, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2007.*

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







4446002 8300

SR# 20185530436

Authentication: 203017055

Date: 07-06-18

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

LICENSE NO. 2007604744 DORBL

POST CONSPICUOUSLY

**STATE OF DELAWARE**
**DIVISION OF REVENUE**

**VALID**
01/01/17 - 12/31/19
NOT TRANSFERABLE

DLN: 17 98001 30

BUSINESS CODE GROUP CODE 331

LICENSED ACTIVITY CONTRACTOR-RESIDENT

DATE ISSUED: 12/31/16

LICENSE FEE: $ 225.00

**2019**

**VALIDATED**

# BUSINESS LICENSE

MAILING ADDRESS

SUMMIT MECHANICAL INC
PO BOX 1398
BEAR DE 19701-7398

BUSINESS LOCATION

SUMMIT MECHANICAL INC
304 CARSON DR
BEAR DE 19701-1374

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

PATRICK T. CARTER
DIRECTOR OF REVENUE

**IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION**

Federal E.I. No. or Social Security Number 1 26129 0248 001

Business Code Group Code 331

Licensed Activity CONTRACTOR-RESIDENT

**The State of Delaware Business License printed above must be posted in a public area at the location address listed.** If you have any questions regarding this license, please call (302) 577-8778.

## REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A $15 fee will be charged for the replacement of a license. Send the $15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

## OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at www.revenue.delaware.gov. You must **submit all business tax returns** filed with the Division of Revenue **under the same identification number.** If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at **(302) 577-8778.**

## INTERNET SITE

The Division of Revenue web address is: www.revenue.delaware.gov. Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.

# CITY OF WILMINGTON - TRADE LICENSE

| SEQUENCE NO. | LICENSE NO. | CODE |
|---|---|---|
| L910045 | 56511 | L007 - MECHANICAL |

FEE PAID
$75.00

**2019**

**EXPIRES:** 12/31/2019

ISSUED BY

ROCA, ANTHONY C
MECHANICAL-83
P.O. BOX 1398
BEAR, DE 19701

*Jeffrey J. Starkey*

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# CITY OF WILMINGTON - BUSINESS LICENSE

| ACCOUNT NO. | LICENSE NO. | CODE | |
|---|---|---|---|
| 038629 | 8441 | 1000 | AIR CONDITIONING |

FEE PAID
$0.00

BUSINESS SUMMIT MECHANICAL INC
608 LANDMARK LN
MIDDLETOWN, DE 19709

2019

Expires: 12/31/2019

ISSUED BY

SUMMIT MECHANICAL INC
SUMMIT MECHANICAL INC
P O BOX 1398
BEAR, DE 19701

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# CITY OF WILMINGTON - BUSINESS LICENSE

| ACCOUNT NO. | LICENSE NO. | CODE | |
|---|---|---|---|
| 038628 | 8440 | 1006 | HEATING CONTRACTOR |

FEE PAID
$120.00

BUSINESS SUMMIT MECHANICAL INC
608 LANDMARK LN
MIDDLETOWN, DE 19709

2019

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

SUMMIT MECHANICAL INC
SUMMIT MECHANICAL INC
P O BOX 1398
BEAR, DE 19701

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

SUMMMEC-01 BGRIZZEL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2019

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<br>B+H Insurance, LLC<br>111 Ruthar Drive<br>Newark, DE 19711 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (302) 995-2247 FAX (A/C, No): (302) 995-2220<br>E-MAIL ADDRESS: insurance@BHI365.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Atlantic States Insurance Company | 22586 |
| INSURED<br>Summit Mechanical Inc<br>P.O. Box 1398<br>Bear, DE 19701 | INSURER B : Donegal Mutual Insurance Co. | 13692 |
| | INSURER C : Southern Insurance of Virginia | 26867 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | CPA8065546 | 09/30/2018 | 09/30/2019 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | CAA8065546 | 09/30/2018 | 09/30/2019 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | CXL8065546 | 09/30/2018 | 09/30/2019 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | N/A | | WCS8065546 | 09/30/2018 | 09/30/2019 | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | Inland Marine | | | CPA8065546 | 09/30/2018 | 09/30/2019 | Installation | 150,000 |
| A | Inland Marine | | | CPA8065546 | 09/30/2018 | 09/30/2019 | Leased/Rented Equip. | 50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
License Holder- Anthony C Roca

City of Wilmington is listed as additional insured as respects to the general liability for work performed by the named insured as per the written contract, but only in accordance with the policy.

**CERTIFICATE HOLDER**

City of Wilmington
800 French Street - 5th Floor
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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# ---- - C O N T R A C T-----

**THIS AGREEMENT** made the 25th day of March 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 **Summit Mechanical, 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 **20001PW "HVAC PREVENTATIVE MAINTENANCE"** for the **Public Works Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **1/24/19 & 1/29/19** and specifications identified as Contract No. **20001PW** 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 **Thirty-Four Thousand, Two Hundred Forty-Five-------Dollars and 00/100 ($34,245.00) as** per Proposal dated **2/12/19** 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 **Commissioner of Public Works,** 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**

**Summit Mechanical, Inc**

Robert W. Cole Deh, III
**Witness**

By: _____
**President** (Seal)

ATTEST: _____
**Secretary**

**#4666**

**Sponsor:**

**Council Member Turner**

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SECURITY GUARD, INC. T/A GETTIER SECURITY FOR SECURITY GUARD SERVICES**

**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 20002CW - Security Guard Service (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 Security Guard, Inc. t/a Gettier Security (the "Contractor"), the lowest responsible bidder; and

**WHEREAS**, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars ($86,240.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

**WHEREAS**, the primary purpose of the Contract is to provide security guard services for the City's Municipal Complex and the William "Hicks" Anderson Community Center; and

**WHEREAS**, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

**WHEREAS**, it is the recommendation of the Department of Public Works and the Department of Parks and Recreation that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019 through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

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

**SECTION 1.** Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security, a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars ($86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, 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 execution of Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars ($86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars ($86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105956

# EXHIBIT A

Ad Number: 0003493410 Run Dates: 04/11/19, 04/16/19

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

**20002CW – SECURITY GUARD SERVICE**

**at the**

**AT THE WILLIAM HICKS ANDERSON COMMUNITY CENTER**

**and the**

**MUNICIPAL COMPLEX**

**Bid opening:** Tuesday, May 7, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Plans and Specifications may be obtained at the above address for the Division of Procurement & Records.

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

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01

The News Journal
Media Group
A GANNETT COMPANY

Street Address:
950 West Basin Road
New Castle, DE 19720

Mailing Address:
P.O. Box 15505
Wilmington, DE 19850

(302) 324-2500
(800) 235-9100

Legal Desk:
(302) 324-2676
Legal Fax:
302 324-2249

Phil Ceresini, CPPB
Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING
WILMINGTON, DE 198013537

Phil Ceresini, CPPB

Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING

WILMINGTONDE, 198013537

# AFFIDAVIT OF PUBLICATION

## State of Delaware
**New Castle County**

Personally appeared **The News Journal**

Of the **The News Journal Media Group,** a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, deposeth 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:

04/11/19, 04/16/19 **A.D 2019**

Sworn and subscribed before me, this 16 day of April, 2019

**Ad Number: 0003493410**

Legal notification printed at larger size for affidavit.

MELANIE C ALTZ
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 19 2019

THE NEWS JOURNAL
delawareonline.com

**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

**Customer:** SD CITY WILM PURCHASING DIV

**Address:** 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

**Ad No.:** 0003493410
**Pymt Method** Invoice
**Net Amt:** $230.42

**Run Times:** 2

**No. of Affidavits:** 1

**Run Dates:** 04/11/19, 04/16/19

**Text of Ad:**

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

**20002CW – SECURITY GUARD SERVICE**

**at the**

**AT THE WILLIAM HICKS ANDERSON COMMUNITY CENTER**

**and the**

**MUNICIPAL COMPLEX**

**Bid opening:** Tuesday, May 7, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Plans and Specifications may be obtained at the above address for the Division of Procurement & Records.

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

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01

# INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20002CW – SECURITY GUARD SERVICE** will be publicly opened and read aloud in the 5th Floor Finance Department Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, MAY 7, 2019, AT 3:00 p.m.**

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed **"Bid for City Contract 20002CW – SECURITY GUARD SERVICE"** 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 100 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.

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

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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.

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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.

CITY OF WILMINGTON

CONTRACT 20002CW

# SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)
501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801

**City of Wilmington**
**Departments of Public Works and Parks & Recreation**
**March , 2019**

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

**Guard Position** located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

| | |
|---|---|
| Monday | 8:30am-5:00pm |
| Tuesday | 8:30am-5:00pm |
| Wednesday | 8:30am-5:00pm |
| Thursday | 8:30am-5:00pm |
| Friday | 8:30am-5:00pm |
| Saturday | N/A |
| Sunday | N/A |

Guard will be allowed one half hour unpaid lunch.

**Guard Position** located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

| | |
|---|---|
| Monday | 11:00am – 8:00pm |
| Tuesday | 11:00am – 8:00pm |
| Wednesday | 11:00am – 8:00pm |
| Thursday | 11:00am – 8:00pm |
| Friday | 11:00am – 8:00pm |
| Saturday/Sunday | On an as needed basis |
| | (For purpose of evaluation consider 6 Saturdays as 4hrs per day) |

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that **before** any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquires and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

**All personnel changes must be reviewed and approved in advance by the Site Coordinator**. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or loss of life or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the contractor, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;

b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of $5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.

c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of $1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:
All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.

b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).

c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.

e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.

f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.

g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.

h. Security personnel are to tour the building at random when required.

i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.

j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.

k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.

l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.

m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

**Award of contract:** **References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.** THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ATTACHMENT A**

**HOLIDAY SCHEDULE**
**FISCAL YEAR 2019 - 2020**

| | |
|---|---|
| 1 January | Celebration of New Year's Day (City Observed) |
| 21 January | Martin Luther King's Birthday |
| 18 February | Presidents' Day |
| 19 April | Good Friday |
| 27 May | Memorial Day |
| 4 July | Celebration of Independence Day |
| 2 September | Labor Day |
| 28 October | Veterans Day (City Observed) |
| 6 November | Election Day |
| 28 November | Thanksgiving |
| 29 November | Day after Thanksgiving |
| 25 December | Christmas Day |

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE:_____

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of $_____. References are also attached.

Our 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.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # _____, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: $_____ X 1984 hours = $_____
**Total contract cost (Municipal Complex)**

Cost per Hour for armed guard: $_____ X 2080 hours = $_____
**Total contract cost (WHACC)**

Grand Total: $_____
**Grand Total**

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE:_____

**References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.**

24 hour day Cellular telephone number of Contractor's qualified supervisor:

Phone # _____

**FIRM:**_____

_____
Corporation, Partnership, or Individual

**PER:**_____

_____
Name Typed or Printed

**TITLE:**_____

**ADDRESS:**_____

_____

_____

**PHONE:**_____

**FEDERAL I.D.:**_____

**FAX #:**_____

**EMAIL ADDRESS:**_____

CONSENT OF SURETY

DATE: _____

To: _____
_____
_____

Gentlemen:

We, the _____

_____
(Surety Company's Address)
_____

a Surety Company authorized to 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

Original

**ADDENDUM #1**
**Contract 20002CW**
**SECURITY GUARD SERVICES**

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- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

  **Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.**

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

Cheryl Chalow <cheryl.chalow@tri-countysecuritynj.com>

# Addendum #1 to Contract 20002CW - Security Guard Service

1 message

**Philip Ceresini** <pCeresini@wilmingtonde.gov> Fri, Apr 26, 2019 at 2:47 PM
To: Philip Ceresini <pCeresini@wilmingtonde.gov>
Cc: DaWayne Sims <dsims@wilmingtonde.gov>, John D'amelio <jdamelio@wilmingtonde.gov>, Alfred Lance <alance@wilmingtonde.gov>, Leonard Williams <lwilliams@wilmingtonde.gov>, George Johnson <gjohnson@wilmingtonde.gov>, Webupdate <webupdate@wilmingtonde.gov>

All:

Attached is a copy of Addendum #1 for contract 20002CW.

NOTE – THE BID SUBMITTAL AND OPENING DATE HAS BEEN REVISED.

BIDS ARE DUE BY Tuesday, May 21, 2019 at 3:00 p.m.

Phil Ceresini, CPPB

Purchasing Agent

City of Wilmington

Louis L. Redding City/County Building

800 N. French Street, 5th Floor

Wilmington, DE 19801-3537

302-576-2421

This City of Wilmington e-mail, including any attachments, may contain information that is privileged, confidential and exempt from applicable law. This e-mail is intended to be reviewed by only the individual(s), or organization(s) to which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, including any attachments, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail from your system. Thank You.

**Addendum#1.pdf**

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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.

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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.

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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.

CITY OF WILMINGTON

CONTRACT 20002CW

# SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)
501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801

**City of Wilmington**
**Departments of Public Works and Parks & Recreation**
**March , 2019**

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

**Guard Position** located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

| | |
|---|---|
| Monday | 8:30am-5:00pm |
| Tuesday | 8:30am-5:00pm |
| Wednesday | 8:30am-5:00pm |
| Thursday | 8:30am-5:00pm |
| Friday | 8:30am-5:00pm |
| Saturday | N/A |
| Sunday | N/A |

Guard will be allowed one half hour unpaid lunch.

**Guard Position** located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

| | |
|---|---|
| Monday | 11:00am – 8:00pm |
| Tuesday | 11:00am – 8:00pm |
| Wednesday | 11:00am – 8:00pm |
| Thursday | 11:00am – 8:00pm |
| Friday | 11:00am – 8:00pm |
| Saturday/Sunday | On an as needed basis |

(For purpose of evaluation consider 6 Saturdays as 4hrs per day)

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that **before** any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquires and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

**All personnel changes must be reviewed and approved in advance by the Site Coordinator**. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or loss of life or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the contractor, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;

b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of $5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.

c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of $1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:
All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.

b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).

c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.

e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.

f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.

g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.

h. Security personnel are to tour the building at random when required.

i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.

j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.

k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.

l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.

m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

**Award of contract**: **References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award**. THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

## References

**Croda, Inc.**
315 Cherry Lane
New Castle, DE 19720
Derrick Schweitzer
Phone: 1-302-429-5407
20 years of service
Derrick.schweitzer@croda.com

**Zenith Products**
400 Lukens Dr.
New Castle, DE 19720
Kevin Orcutt
Phone: 1-610-357-4112
4 years of service
kevinorcutt@zenith-products.com

**TA Instruments**
159 Lukens Drive
New Castle, DE 19720
John Burns
Phone: 1-302-750-9573
3 ½ years of service
jburns@tainstruments.com

**William Hicks Anderson Community Center**
501 North Madison Street
Wilmington, DE 19801
Tina
Phone: 1-302-576-2420
5 years of service
tromano@wilmingtonde.gov.

## General Experience and Qualifications

Getter Security, is a full licensed and bonded agency located in Newark, DE with it corporate office located in Vineland, New Jersey has been protecting businesses since 1966. When it comes to providing qualified and dependable security personnel, Gettier Security is unmatched in the industry. Gettier Security employs rigorous screening and supervision practices, administering the guidelines and requiring and approval of both the New Jersey, Delaware and Pennsylvania State Police for all of their employees.

Gettier Security performs a complete analysis of the site, including special concerns and / or needs and provides a detailed report of recommendations for each location, prior to furnishing security.

Supervisory staff randomly checks on officers to assure clients of excellent services. Nay problems are taken care of quickly and efficiently, providing a high level of customer satisfaction.

With several offices strategically located around the southern New Jersey, Delaware and eastern Pennsylvania region. Gettier Security is well positioned to provide excellent service around the clock, as well as provide rapid response to unusual security needs as they arise. Gettier Security also enjoys the financial banking of St. John Holdings, which allows for the continued expansion and upgrades of our services and technologies.

**ATTACHMENT A**

**HOLIDAY SCHEDULE**
**FISCAL YEAR 2019 - 2020**

| | |
|---|---|
| 1 January | Celebration of New Year's Day (City Observed) |
| 21 January | Martin Luther King's Birthday |
| 18 February | Presidents' Day |
| 19 April | Good Friday |
| 27 May | Memorial Day |
| 4 July | Celebration of Independence Day |
| 2 September | Labor Day |
| 28 October | Veterans Day (City Observed) |
| 6 November | Election Day |
| 28 November | Thanksgiving |
| 29 November | Day after Thanksgiving |
| 25 December | Christmas Day |

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE: 4/15/19

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of $Bid bond attached. References are also attached.

Our City of Wilmington Business License Number is 7438
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.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # 1, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: $ 22.50 X 1984 hours = $ 44,640.00
**Total contract cost (Municipal Complex)**

Cost per Hour for armed guard: $ 20.00 X 2080 hours = $ 41,600.00
**Total contract cost (WHACC)**

Grand Total: $ 86,240.00
**Grand Total**

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE: 4/15/19

**References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.**

24 hour day Cellular telephone number of Contractor's qualified supervisor:

Phone # Mance Revell Cell: 1-302-218-7598 / Lou McCall Cell: 1-302-593-3566

**FIRM:** Security Guard, Inc. T/A Gettier Security

Corporation

Corporation, Partnership, or Individual

**PER:** Cheryl Chalow

Cheryl Chalow

Name Typed or Printed

**TITLE:** President

**ADDRESS:** 1142 E. Chestnut Ave., Suite A

Vineland, NJ 08360

**PHONE:** 856-691-5555 X: 1001

**FEDERAL I.D.:** 22-3381181

**FAX #:** 856-691-3867

**EMAIL ADDRESS:** cherylchalow@tri-countysecuritynj.com

Client#: 291564 SECURGUA1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Insurance Services LLC<br>1787 Sentry Pkwy W., Veva 16<br>Suite 300<br>Blue Bell, PA 19422 | PHONE (A/C, No, Ext): 484 351-4600 | FAX (A/C, No): 610 537-4974 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest Indemnity Insurance Company | 10851 |
| INSURER B : Everest National Insurance Company | 10120 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Security Guard, Inc.
T/A Gettier
1142 East Chestnut Avenue, Unit A
Vineland, NJ 08360

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X BI/PD Ded:1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | 51GL001894181 | 06/15/2018 | 06/15/2019 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | 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 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 51CA000018181 | 06/15/2018 | 06/15/2019 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10000 | | | 51CC000614181 | 06/15/2018 | 06/15/2019 | EACH OCCURRENCE | $5,000,000 |
| | | | | | | | AGGREGATE | $5,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 5300000188181 | 06/15/2018 | 06/15/2019 | X PER STATUTE 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Wilmington, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

William "Hicks" Anderson
Community Center (WHACC)
501 North Madison 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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SACCR

# CITY OF WILMINGTON - BUSINESS LICENSE

| ACCOUNT NO. | LICENSE NO. | CODE | | FEE PAID |
|---|---|---|---|---|
| 036670 | 7438 | 4036 | SECURITY GUARDS | $120.00 |

BUSINESS TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AVE
VINELAND, NJ 08360-5012

2019

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AV
SUITE A
VINELAND, NJ 08360-5012

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# State of Delaware

## Board of Examiners of
## Private Investigators and Private Security Agencies

A Certificate of Class C License is hereby granted to

***GETTIER SECURITY***

***LICENSE HOLDER- WILLIAM J. MYERS***

***DELAWARE MANAGER- KELLY H. O'ROURKE***

To practice, conduct, pursue, or carry on, within the State of Delaware, the business of

## Private Investigative & Private Security Agency

As defined by the Laws of Delaware in accordance with and by authority of
Title 24, Chapter 13, Delaware Code.

License Number *03-64-C*

Expiration Date *07/31/2019*

Col. Nathaniel McL

Superintendent - Delaware State Police

LICENSE NO. 2006204240 DORBL

POST CONSPICUOUSLY

**STATE OF DELAWARE**

**DIVISION OF REVENUE**

**VALID**

01/01/18 - 12/31/20

NOT TRANSFERABLE

DLN: 17 62584 75

BUSINESS CODE 183

GROUP CODE 007

LICENSED ACTIVITY PROFESSIONAL SERVICE-PRIVATE DETECTIVE AGENCY

PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 12/11/17

**VALIDATED**

**2020**

LICENSE FEE: $ 225.00

# BUSINESS LICENSE

**MAILING ADDRESS**

SECURITY GUARD INC
TRI-COUNTY SECURITY, NJ
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012

**BUSINESS LOCATION**

TRI-COUNTY SECURITY, NJ
UNIFORMED SECURITY GUARD SERVICE
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

JENNIFER R. HUDSON

DIRECTOR OF REVENUE

**ADDENDUM #1**
**Contract 20002CW**
**SECURITY GUARD SERVICES**

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- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

  **Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.**

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

***DEPARTMENT OF PUBLIC WORKS***
***DEPARTMENT OF PARKS & RECREATION***

**MEMORANDUM**

**TO:** Phil Ceresini
Purchasing Agent
Division of Procurement and Records

**FROM:** Marlyn Dietz
Operations Director
Public Works Department

Leonard Williams
Park Maintenance Superintendent
Parks & Recreation Department

**DATE:** 24 May 2019

**Re:** Contract 20002CW –Security Guard Service (Municipal Complex) (W.H.A.C.C.)
Recommendation of Award

We have reviewed the proposal for the subject specification and tabulate them as follows:

| Bidder | Grand Total |
|---|---|
| Security Guard, Inc. (Gettier Security) | $ 86,240.00 |

Our recommendation is to award this contract to the apparent low bidder, Security Guard, Inc. (Gettier Security) for the amount shown above. We have reviewed their response to the RFP for Contract 20002CW and they appear to meet the specification.

APPROVED:

For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

For Kevin Kelley
DIRECTOR OF PARKS & RECREATION

cc: Vince Carroccia, Deputy Commissioner of Public Works
Janelle Delaney, Administrative Assistant to Commissioner Williams
Carmen Ferguson, Administrative Assistant to Director Kelley
George Johnson, Building Services Manager
Sam Baise, Contracts & Maintenance Supervisor

# CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 20002CW is on this 24th of May 2019 awarded to Security Guard, Inc T/A Gettier Security in the amount of $86,240.00 as per Proposal dated 4/15/19 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 4/11/19.

2. The advertisement calling for sealed bids on this contract was published in the News Journal on 4/11/19 & 4/16/19 stated that bids would be opened at 3:00 p.m. on 5/7/19*

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 5/21/19. Other persons present at the opening of the bids were: Phil Ceresini, Michael Maldonado & Nicole Johnson

4. Bids were submitted by the following contractors in the following amounts:

| Contractor | Address | Date of Bid | Amount |
|---|---|---|---|
| Security Guard, Inc T/A Gettier Security | Vineland, NJ | 5/21/19 | $86,240.00 |

*Change of date to 5/21/19 per Addendum 1

5. City License Number _____

6. Upon recommendation of Public Works and Park & Recreation Department 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:

| *Author* | *Employment Position* | *Date* |
|---|---|---|
| Kelly Williams | Commissioner of Public Works | 5/24/19 |
| Kevin S. Kelley | Director of Parks & Recreation | 5/24/19 |

_____

Department of Finance, Division of Procurement

# FORM OF BOND

**Know All Men by These Presents, That We, _____**
**Security Guard, Inc T/A Gettier Security**
**of 1142 E. Chestnut Ave. Suite A Vineland, NJ 08360----------**
**as principal, and _____**

_____

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 **Eight-Six Thousand, Two Hundred Forty ------- 00/100 Dollars ($86,240.00)** 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 _____ day of _____, 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 **20002CW "SECURITY GUARD SERVICE"** dated_____ day of_____ 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

**Security Guard, Inc.**
**T/A Gettier Security**

in the presence of:

_____
Witness

By: _____

_____
Name Typed or Printed

_____
Surety Company

By: _____
Attorney-In-Fact (Seal)

Address: _____

Telephone: _____

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

**THIS AGREEMENT** made the day of 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 **Security Guard, Inc., Gettier Security** 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 **20002CW "Security Guard Service"** for the **Public Works and Parks & Recreation Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **4/11/19 & 4/16/19** and specifications identified as Contract No. **20002CW** 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 Eighty-Six Thousand, Two Hundred Forty-------Dollars and 00/100 ($86,240.00) as per Proposal dated **4/15/19** 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 **Commissioner of Public Works and Director of Parks & 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:**

THE CITY OF WILMINGTON

_____
**Witness**

By: _____
Michael S. Purzycki, Mayor

ATTEST:

_____
**City Clerk**

**Security Guard, Inc., Gettier Security**

_____
**Witness**

By: _____
**President** **(Seal)**

ATTEST:

_____
**Secretary**

#4667

**Sponsor:**

**Council Member Turner**

**AN ORDINANCE TO AUTHORIZE AN ENERGY PERFORMANCE CONTRACT FOR LED STREET LIGHTING BETWEEN THE CITY OF WILMINGTON AND SEIBERLICH TRANE ENERGY SERVICES**

**WHEREAS**, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of 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 desires to obtain LED street lighting system in order to reduce future capital and operating costs; and

**WHEREAS**, a LED street lighting system will have better reliability and life expectancy than the City's current street lighting system, will enhance public safety efforts by providing better visibility to police, fire and paramedics, and will reduce outages; and

**WHEREAS**, the new LED street lighting system will have a smart wireless controls network that will self-report any outages resulting in faster response times for street light maintenance and will be able to expand to incorporate other future smart technologies; and

**WHEREAS**, the LED street lighting system is a smart wireless network that will be an integral part of making Wilmington a "Smart City"; and

**WHEREAS**, the new LED street lighting system will provide substantial energy cost savings to the City because it will use approximately seventy percent (70%) less electricity than the City's current street lighting system, and the new LED lights have a ten-year warranty and average life expectancy of twenty (20) years; and

**WHEREAS**, the Delaware Department of Natural Resources and Environmental Control ("DNREC") will finance through debt servicing the entire capital expense for the City's upgrade to a LED street lighting system; and

**WHEREAS**, the annual cost savings of upgrading to and utilizing a LED street lighting

system will be greater than the debt servicing obligations to DNREC; and

**WHEREAS**, the City desires to enter into an energy services contract for a LED street lighting system (the "Contract"), in accordance with 29 *Del. C.* §§ 6971-6976, with Seiberlich Trane Energy Services; and

**WHEREAS**, the term of the Contract is for twenty (20) years from July 1, 2019 to June 30, 2029, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars ($2,294,883.00); and

**WHEREAS**, the City intends to apply to DNREC for an Efficient Energy Investment Fund Grant in the amount of One Hundred Seventy-Three Thousand, Two Hundred Dollars ($173,200.00), which, if approved by City Council and received from DNREC, would reduce the total estimated cost of the Contract to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars ($2,121,683.00); and

**WHEREAS**, it is the recommendation of the Department of Public Works that the City enter into the Contract.

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

**SECTION 1**. The Contract between the City and Seiberlich Trane Energy Services, a copy of which, in substantial form, is attached hereto as Exhibit "A", for the period of twenty (20) years commencing on July 1, 2019, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars ($2,294,883.00), is hereby approved, and the City is hereby authorized and directed to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2**. This Ordinance shall be 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 enter into a twenty-year energy performance contract (the "Contract") for upgrading the City's existing street lights to a new, smart technology LED street light system beginning on July 1, 2019 at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars ($2,294,883). The Contract will enable the City to realize a long-term energy efficiency by reducing the energy consumption of the City's street lighting system by an estimated seventy percent (70%). The Contract will also create an estimated yearly cost savings to the City of One Hundred Fifty-Four Thousand Thirty-Eight Dollars ($154,038) and an overall cost savings to the City of between Three Million Dollars ($3,000,000) and Four Million Dollars ($4,000,000).

**FISCAL IMPACT:** The fiscal impact of this Ordinance is a contract for the period of twenty years from July 1, 2019 through June 30, 2029, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars ($2,294,883). If the City is able to obtain an Efficient Energy Investment Fund Grant from DNREC, the estimated net cost of the Contract would be reduced to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars ($2,121,683).

W0106077

# EXHIBIT A




# ENERGY SERVICES AGREEMENT

**between**

***City of Wilmington***

**and**

***Seiberlich Trane Energy Services***

**Dated as of MONTH DATE, YEAR**

**Draft Agreement No. 1**

# Table of Contents

TABLE OF CONTENTS ..... 2
TERMS AND CONDITIONS ..... 3
SCHEDULE A – SCOPE OF WORK ..... 9
SCHEDULE B – DESCRIPTION OF PREMISES ..... 11
SCHEDULE C – ENERGY, RATE, AND STIPULATED OPERATIONAL SAVINGS ..... 12
SCHEDULE D – SAVINGS VALIDATION PLAN FEE ..... 17
SCHEDULE E – BASELINE ENERGY CONSUMPTION ..... 18
SCHEDULE F – SAVINGS VALIDATION PLAN ..... 19
SCHEDULE G – PROJECT SCHEDULE ..... 20
SCHEDULE H – SYSTEMS STARTUP & COMMISSIONING ..... 21
SCHEDULE I – STANDARDS OF COMFORT ..... 22
SCHEDULE K – OWNER'S MAINTENANCE RESPONSIBILITIES ..... 23
SCHEDULE L – OPERATION AND MAINTENANCE MANUALS ..... 24
SCHEDULE M – ESCO'S TRAINING RESPONSIBILITIES ..... 25
SCHEDULE N – MILESTONE SCHEDULE ..... 26

# Terms and Conditions

**This Energy Services Agreement** (hereinafter the "Agreement") is made and entered into this ____day of _____ in the year 20___ by and between Seiberlich Trane Energy Services, a division of John R. Seiberlich Inc., (hereinafter "ESCO") and City of Wilmington (hereinafter "Owner") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises and to furnish specified savings validation.

*Recitals:*

A. Owner has entered into an Agreement with ESCO dated **MONTH DATE YEAR** (the "Master Agreement") the terms of which are incorporated herein by reference and applicable to ESCO with respect to work within the City of Wilmington, Delaware (the "Property").

B. Owner wishes to engage ESCO to perform the services hereinafter described, and ESCO wishes to provide services with respect to the Property in accordance with the terms hereof.

*Schedules and Exhibits:*

**This Agreement** consists of Schedules A through N, which are attached hereto and incorporated herein by this reference:

| | |
|---|---|
| Schedule A: | Scope of Construction Work |
| Schedule B: | Description of Facility |
| Schedule C: | Energy, Rate and Stipulated Operational Savings |
| Schedule D: | Savings Validation Plan Fee |
| Schedule E: | Baseline Energy Consumption |
| Schedule F: | Savings Validation Plan |
| Schedule G: | Construction and Installation Schedule |
| Schedule H: | Systems Start-Up and Commissioning |
| Schedule I: | Standards of Comfort |
| Schedule J: | Schedule of Rental Payments – **Intentionally Omitted** |
| Schedule K: | Agency Maintenance Responsibilities |
| Schedule L: | Operation and Maintenance Manuals |
| Schedule M: | ESCO's Training Responsibilities |
| Schedule N: | Milestone Schedule |

**Now therefore**, with the intent to be legally bound hereby and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Owner and ESCO agree as follows:

1. ESCO shall provide the services and/or materials as set forth in Schedule A (the "Scope of Construction Work") in exchange for the consideration set forth in Schedule N (the "Milestone Schedule").

2. ESCO's work shall be completed in a satisfactory and thorough manner in accordance with Schedule A.

3. ESCO shall be solely responsible for providing all reasonable and necessary tools, machines, and equipment to complete the work as set forth in this Agreement and subsequent Schedules, including but not limited to, necessary materials, licenses, labor, power, light transportation, and safety equipment. The Scope of Construction Work shall be performed in accordance with all applicable laws, regulations and codes that govern the work under this Agreement.

4. ESCO shall submit to the Owner written requisitions for payment on AIA Document G702 and G703 showing the value of the work performed to date, from which an amount of 10% shall be deducted for retainage. Upon approval from the Owner, payment will be made to the ESCO within thirty (30) days of invoice date. Retainage invoicing will be accepted thirty (30) days after the Construction Unit has been commissioned, tested, and accepted by both Owner and ESCO.

5. ESCO shall keep in force insurance of the following type and minimum coverage during the term of this Agreement:

   Commercial General Liability
   $2,000,000 Products/Completed Operations Aggregate
   $2,000,000 General Aggregate
   $1,000,000 Any One Occurrence (Coverage A)
   $1,000,000 Any One Person or Organization (Coverage B)

   Umbrella Liability
   $5,000,000 Products/Completed Operations Aggregate
   $5,000,000 General Aggregate
   $5,000,000 Any One Occurrence (Coverage A)
   $5,000,000 Any One Person or Organization (Coverage B)

   Automobile Liability (Comprehensive Coverage)
   $1,000,000 Combined Single Limit

   Employer's Liability (Worker's Compensation Coverage B)
   $1,000,000 Each Accident
   $1,000,000 Each Employee For Injury By Disease
   $1,000,000 Aggregate For Injury By Disease

   Owner shall be named as an additional insured on these policies on a primary and non-contributory basis. If requested by the Owner, the ESCO agrees to furnish acceptable performance and labor and material payment bonds.

6. ESCO agrees to save harmless the Owner and fully indemnify the Owner from any liability or suit for bodily injury (including death) or property damage arising from any act, omission, or negligence of the ESCO, including all costs attached to same. The ESCO further agrees to the extent it has been paid, to hold the Owner harmless from any and all liens and all claims of persons furnishing materials and/or labor in connection with this Agreement.

7. No extra work or changes under this Agreement will be recognized or paid unless agreed to in writing before the Scope of Construction Work is done or the changes made, in which case the changes shall be specified in detail, including the extra work or changes to be made, together with the price to be paid or the amount to be deducted, as the case may be. It is specifically agreed that no changes will be permitted from the Agreement without the written consent of the Owner.

8. All payments made to ESCO by Owner under this Agreement shall constitute a trust fund in the hands of ESCO for the benefit of all persons, firms or corporations having performed work or labor, supplied services, or supplied materials for ESCO in connection with its obligation under this Agreement, and no such payment or any part thereof shall be diverted to or used by ESCO for any other purpose until all such claims have been fully paid.

   In the event that ESCO shall fail to pay promptly

any amounts due any of its subcontractors, material men, employees, or others, or in event of the existence of any claim against ESCO or any of its subcontractors which has given or could give rise to a lien against the Property or against money or monies or any part thereof due the ESCO from Owner, Owner may pay the same and ESCO shall thereafter forthwith pay to Owner the amount so paid by Owner, or Owner may at its option retain, out of any monies then due or thereafter to become due to ESCO, an amount sufficient, in the opinion of Owner, to satisfy the said claim or lien, and if the amount payable to ESCO shall be insufficient to satisfy the said claim or lien then ESCO shall pay the deficiency to Owner.

9. Should the ESCO at any time refuse or neglect to supply sufficient workmen, or materials or proper quality or sufficient quantity, or become insolvent (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against him any federal or state bankruptcy or receivership action, have any attachment or levy against or upon the person or property of the ESCO or upon funds due or to become due the ESCO from the Owner, or refuse to follow the Agreement, or otherwise be in breach of this Agreement, the Owner shall have the right, after fifteen (15) days written notice to the ESCO, or to anyone representing the ESCO in the performance of the Scope of Construction Work, to terminate this Agreement in whole or in part. In the event of a termination, the Owner may use any materials of ESCO as remain on the job or the Owner may direct the ESCO to remove said materials promptly, in which event, the Owner may elect to provide necessary materials, labor, etc. to complete the Agreement in whole or part and charge the cost thereof to the ESCO, crediting or debiting its account as the case may be when the Scope of Construction Work under this Agreement is fully completed and accepted. The ESCO expressly agrees to accept and to abide by the above clause in this connection, but nothing herein shall affect the right of Owner to recover damages from the ESCO for delay, mal-performance, or non-performance of this Agreement.

ESCO, when requested by Owner, shall supply a complete list of all suppliers, who are furnishing materials, and persons performing or furnishing labor to ESCO, as the work progresses. In the event the ESCO fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or fails or refuses to submit to the Owner evidence of payment to such suppliers and persons performing or furnishing labor to ESCO, Owner shall have the option to withhold all monies otherwise due the ESCO until the information and documentation requested by the Owner is furnished by the ESCO.

10. On a daily basis, ESCO shall clean and remove from the jobsite and premises any debris caused by the performance of the Scope of Construction Work and unless otherwise expressly provided herein, upon completion of the Scope of Construction Work, shall clean, wash, remove protective coatings, etc., and shall leave the Property in a clean and acceptable condition. Should ESCO fail to perform such clean-up or fail to accomplish any corrective work required by Owner to ESCO's work to the satisfaction of the Owner, Owner shall provide such clean-up services and such corrective work on behalf of ESCO and ESCO agrees to reimburse Owner for such costs incurred.

11. Neither this Agreement nor the payments to become due thereunder shall be assignable without the consent of Owner and any assignment without such consent in writing shall vest no rights in the assignee against Owner.

12. ESCO guarantees its Scope of Construction Work against all defects in materials and workmanship as required by the Plans and Specifications; or, if no guarantee is specified, then for a period of one (1) year from the date of completion of ESCO's Scope of Construction Work and acceptance thereof by Owner.

13. This agreement constitutes the entire agreement between the Owner and ESCO; any and all prior agreements or understandings are superseded by this Agreement.

**The Total Contract Price** for the Scope of Construction Work performed under this Agreement, as defined in Schedule N attached hereto, and as generally described below but subject to the specific descriptions and conditions referenced in paragraphs A., B., 1. & 2. of this Agreement:

1. Furnish all material and labor necessary to perform the Scope of Construction Work as defined in Schedule A attached hereto.

2. Owner may elect to issue badges to ESCO personnel.

3. Normal work hours are Monday through Friday 7:00 AM to 4:00 PM.

4. Scope of Construction Work will follow the Owner's annual Holiday schedule for normal work days.

5. ESCO is required to hold regular project meetings. Date and time of meetings will be agreed upon by both Owner and ESCO.

6. Schedule: Time is of the essence for the Scope of Construction Work. Time for completion shall be in accordance with the requirements of this Agreement. ESCO shall be responsible for any acceleration or deceleration, unless responsibility for such acceleration or deceleration is specifically assumed in writing by Owner.

7. ESCO shall protect his work from hazards and shall be responsible for condition of the work until acceptance by Owner.

8. A Job Specific Certificate of Insurance for the ESCO, copy of the ESCO's DE Business, NCC Contractor, and City of Wilmington licenses, as well as, any other applicable license or permit must be received by the ESCO prior to the ESCO's acceptance of any contract billing.

9. Monthly ESCO invoices are due to Owner on or before the 15th of each month.

10. All ESCO deliveries including dumpsters and onsite material storage will be coordinated and approved by Owner and ESCO.

11. All inspections will be scheduled by the ESCO and coordinated through the Owner.

12. Owner will work in good faith to ensure access to work areas is not impeded for the ESCO. If the ESCO is delayed at any time in the progress of work due to the Owner, acts of God, or other causes, changes in cost and/or schedule time may be allowed as deemed reasonable by the Owner.

**IN WHITNESS WHEREOF**, Owner and ESCO by and through their duly authorized representatives have set their hand and seal as of the day and year first above written.

| **Owner** | **ESCO** |
|---|---|
| City of Wilmington | Seiberlich Trane Energy Services |
| By: _____(SEAL) | By: _____(SEAL) |
| Its: _____ | Its: _____ |
| Date: _____ | Date: _____ |

# Schedule A – Scope of Work

The scope of work for this project is to retrofit all the city-owned street lights for the City of Wimington's Department of Public Works.

The breakdown of the fixture types are as follows:

| TYPE | QUANTITY |
|---|---|
| ARLINGTON | 3 |
| COBRA | 41 |
| GRANVILLE | 848 |
| GRANVILLE_DBL | 496 |
| SHOEBOX | 37 |
| SHOEBOX_DBL | 22 |
| TEAR_DROP | 196 |
| TEAR_DROP_DBL | 66 |
| TURN_OF_CENTURY | 21 |
| WALL PACK | 2 |
| **GRAND TOTAL** | **1732** |

Retrofit or replace all 1,732 fixtures with LED lamps or fixtures. Lighting illumination levels will be based on ANSI/IES RP-8-14 light level standards for roadway lights. Optimum illumination levels will be achieved within reasonable limitations of the existing light pole locations, heights, interferences, and spacing.

- Most of the existing lamps are 150W HPS lamps in decorative pole topper fixtures. For those fixtures, we would be retrofitting the lamp with a 57W LED lamp with an integral 7-pin control receptacle.
- All of the cobra head, wall pack and shoebox fixtures would be replaced in their entirety with an LED fixture selected to meet or exceed existing light levels. All LED fixtures would have an integral 7-pin control receptacle.

## Product Selection

- All new lamps/fixtures to be provided with a 10-year parts warranty from the manufacturer
- New lights are DLC-qualified products rated at (minimum) 100,000 hours L70.
- Lighting color options are 3000k, 4000k or 5000k (final color selection to be determined in cooperation with the City).
    - 4000k has been tentatively selected by the project team and is recommended by STES engineering team.

## Lighting Controls

This enables centralized features such as scheduling, sub-meters, maintenance notifications, surge protection, trimming/dimming control, and other 'smart city' capabilities from a networked user interface.

- All fixtures would include a 7-pin control receptacle for controls options.
- All fixtures would be provided with a photocontrol for on/off control based upon ambient light levels.
- All fixtures would be provided with a control node for each fixture allowing for on/off control, lighting status and dimming control.

## Installation Plan

- Installation assumes a continuous normal 8-hour work day between 7:00 AM – 5:00 PM. Seiberlich Trane will work with the City to adjust schedules if a shorter time window is needed to accommodate traffic.
- Traffic control includes cones and signage at the bucket truck. It is assumed flaggers, road closures, and other traffic control is not needed, and costs for these traffic control measures are not included in this proposal. If additional traffic control measures are needed, Seiberlich Trane will work with the City to achieve whatever traffic measures the City requires or desires.
- Installation electricians are trained and qualified to work in primary/secondary voltage zones.

## Testing Plan

Electrical consumption measurements (Watts, Amps, Volts) will be taken on a statistically-significant sample of each type of retrofit lighting. Measurements include before and after retrofitting to verify that actual electrical savings match or exceed anticipated/calculated savings. A report will be provided detailing all such measurements and comparing them to the anticipated/calculated savings.

## Warranties

- All workmanship is warranted by a full 1-year parts and labor warranty by STES

## Exclusions

- Modification, removal or replacement of existing lighting poles or light arms (on power poles).
- Supply or installation of additional light poles.
- Supply or installation of decorative pole-topper light enclosures.
- Repair or replacement of electrical cabling or equipment supplying the existing lamp.

# Schedule B – Description of Premises

As requested by the Department of Public Works, we looked at replacement of all of the City owned lights in Wilmington. In total, from data gathered from the GIS system and an extensive field audit, we identified 1,732 total fixtures for retrofit or replacement. The breakdown of the fixture types are as follows:

| | |
|---|---|
| ARLINGTON | 3 |
| COBRA | 41 |
| GRANVILLE | 848 |
| GRANVILLE_DBL | 496 |
| SHOEBOX | 37 |
| SHOEBOX_DBL | 22 |
| TEAR_DROP | 196 |
| TEAR_DROP_DBL | 66 |
| TURN_OF_CENTURY | 21 |
| WALL PACK | 2 |
| (blank) | |
| **Grand Total** | **1732** |

All 1732 City-owned fixtures were plotted on a map view, shown below:




*Figure 1 - Map view of city-owned lighting fixtures*

# Schedule C – Energy, Rate, and Stipulated Operational Savings

## Energy Savings

STES engineers calculated the electricity savings for this project to be 999,730 kWh per year (compared to the current electricity usage from the 1,732 existing fixtures as 1,445,426 kWh/year). The savings projected are 70% versus the existing energy usage!

## Rate Savings

In this section, we will show how we calculated the project's anticipated cost savings. Because these lights are all unmetered street lights on a utility tariff with Delmarva Power, the energy savings and rate savings are decoupled and not necessarily correlated. To determine the applicable tariff rates being paid currently and after the project, the following information sources were confirmed:

1. Delmarva Power Published Utility Tariff (provided in Appendix)
2. Most Recent Utility Bill for City of Wilmington (provided in Appendix)

Using those information sources, our engineers matched up the inventory of street lights audited and included in this scope of work to the tariff structure and the utility bill.

Based on this analysis, the following summary spreadsheet was developed to show total expected savings based on the current published tariff.

**City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Current Tariff Structure)**

| | | | Existing | | | | LED Retrofit | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Lamp size | Service Category | Quantity | Monthly Use | Total Use | Tariff Rate | Monthly Cost | LED Monthly Use | LED Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | $7.21 | $115.36 | 19 | 304 | $2.62 | $41.92 |
| 5800L 70W | A | 43 | 36 | 1548 | $9.07 | $390.01 | 15 | 645 | $2.62 | $112.66 |
| 5800L 70W | E | 17 | 36 | 612 | $1.28 | $21.76 | 15 | 255 | $2.62 | $44.54 |
| 9500L 100W | E | 4 | 49 | 196 | $8.08 | $32.32 | 19 | 76 | $2.62 | $10.48 |
| 9500L 100W | A | 560 | 49 | 27440 | $9.57 | $5,359.20 | 19 | 10640 | $2.62 | $1,467.20 |
| 9500L 100W | E | 9 | 49 | 441 | $6.44 | $57.96 | 19 | 171 | $2.62 | $23.58 |
| 9500L 100W | D | 479 | 49 | 23471 | $2.55 | $1,221.45 | 19 | 9101 | $2.62 | $1,254.98 |
| 16000L 150W | A | 54 | 69 | 3726 | $10.60 | $572.40 | 30 | 1620 | $2.62 | $141.48 |
| 16000L 150W | A | 523 | 69 | 36087 | $2.55 | $1,333.65 | 30 | 15690 | $2.62 | $1,370.26 |
| 50000L 400W | E | 5 | 164 | 820 | $6.00 | $30.00 | 76 | 380 | $2.62 | $13.10 |
| 34000L 400W | A | 16 | 155 | 2480 | $18.33 | $293.28 | 76 | 1216 | $2.62 | $41.92 |
| 34000L 400W | A | 2 | 155 | 310 | $5.70 | $11.40 | 76 | 152 | $2.62 | $5.24 |
| TRAD HP SODIUM | | 15 | | | $4.10 | $61.50 | | | $4.10 | $61.50 |
| TRN CNT L-STL A | | 340 | | | $21.33 | $7,252.20 | | | $21.33 | $7,252.20 |
| CON HPSD SHOEBX | | 19 | | | $4.10 | $77.90 | | | $4.10 | $77.90 |
| HP SOD FL LGT | | 4 | | | $4.10 | $16.40 | | | $4.10 | $16.40 |
| 25-40'WOOD POLE | | 13 | | | $7.60 | $98.80 | | | $7.60 | $98.80 |
| 1-24'FBRGL PL | | 12 | | | $7.35 | $88.20 | | | $7.35 | $88.20 |
| 25-40'FBRGL PL | | 16 | | | $13.09 | $209.44 | | | $13.09 | $209.44 |
| 25-40'ALPL NBRK | | 1 | | | $19.63 | $19.63 | | | $19.63 | $19.63 |
| 25-40'METAL PL | | 4 | | | $7.34 | $29.36 | | | $7.34 | $29.36 |
| | | | | 97,867 | | $17,292.22 | | 40,250 | | $12,380.79 |

*Figure 2 - LED Street Light Tariff Savings Projected (Current Tariff)*

Note that for each fixture, there is a cost paid monthly for the utility tariff (column F in the table above) and a separate, additional cost paid to a 3rd party supply company for the supply charges (not shown in

the above table). Also note that since these fixtures are unmetered, the supply charges are not based on actual consumption or even rated energy usage of the fixture, rather they are based on the published utility tariff, which projects a monthly consumption value for all fixtures within a given class. These values are shown in the "Monthly Use" and "LED Monthly Use" columns in the table above, and also found in the published Delmarva Utility Tariff.

Based on this cost structure, which was verified in the utility bills provided by the Owner, the following summary table shows the total expected savings based on the current published tariff and supply contracts.

| | |
|---|---|
| **Existing Monthly kWh (per tariff)** | **97,867** |
| **Monthly Supply Charges** | **$3,409.80** |
| **Energy Cost ($/kWh)** | **$0.0348** |
| **LED Monthly Kwh (per tariff)** | **40,250** |
| **Estimated Supply Charges** | **$1,402.36** |
| **Monthly Tariff Savings (Lights & Poles)** | **$4,911.43** |
| **Monthly Electric Supply Savings (est)** | **$2,007.44** |
| **Total Monthly Utility Cost Savings** | **$6,918.87** |
| **Total Annual Utility Cost Savings** | **$83,026.48** |
| **$/Fixture/Year O&M Savings** | **$41.00** |
| **Total Annual O&M Cost Savings** | **$71,012.00** |
| **Total Annual Savings** | **$154,038.48** |

*Figure 3 - Total Annual Savings Based on Current Utility Tariff Structure*

Note that if, as widely expected, Delmarva updates their LED tariff rates to be more consistent with all their other unmetered street lighting rates, both the tariff savings and 3rd party supply savings will increase, as the "LED Monthly Use" value published is considerably higher than the lights are expected to use once installed, meaning the Owner will be overcharged and not reap the full benefits of the project until that time. To help aid the effort of appealing to Delmarva and the Public Service Commission, which oversees the utility rate cases in Delaware, these lights are being installed with integral metering and so hard data can be provided to prove the over-estimation of "LED Monthly Use".

To further aid this effort, the Delaware Sustainable Energy Utility hired a utility rate consultant, Gabel Associates, to review the unmetered street light tariffs in Delaware specifically for LED street lights. In their report "LED Tariff Analysis_UPDATE Study_DSEU_FINAL_04-16-2018" (see Appendix), they recommended in their findings what the LED rates should be. STES plugged those recommended rates into the same chart above and the savings improved significantly:

**City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Anticipated Tariff Structure)**

| | | | Existing | | | | LED Retrofit | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Lamp size | Service Category | Quantity | Monthly Use | Total Use | Tariff Rate | Monthly Cost | LED Monthly Use | LED Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | $7.21 | $115.36 | 19 | 304 | $0.65 | $10.40 |
| 5800L 70W | A | 43 | 36 | 1548 | $9.07 | $390.01 | 15 | 645 | $0.65 | $27.95 |
| 5800L 70W | E | 17 | 36 | 612 | $1.28 | $21.76 | 15 | 255 | $0.65 | $11.05 |
| 9500L 100W | E | 4 | 49 | 196 | $8.08 | $32.32 | 19 | 76 | $0.65 | $2.60 |
| 9500L 100W | A | 560 | 49 | 27440 | $9.57 | $5,359.20 | 19 | 10640 | $0.65 | $364.00 |
| 9500L 100W | E | 9 | 49 | 441 | $6.44 | $57.96 | 19 | 171 | $0.65 | $5.85 |
| 9500L 100W | D | 479 | 49 | 23471 | $2.55 | $1,221.45 | 19 | 9101 | $0.65 | $311.35 |
| 16000L 150W | A | 54 | 69 | 3726 | $10.60 | $572.40 | 30 | 1620 | $0.65 | $35.10 |
| 16000L 150W | A | 523 | 69 | 36087 | $2.55 | $1,333.65 | 30 | 15690 | $0.65 | $339.95 |
| 50000L 400W | E | 5 | 164 | 820 | $6.00 | $30.00 | 76 | 380 | $0.65 | $3.25 |
| 34000L 400W | A | 16 | 155 | 2480 | $18.33 | $293.28 | 76 | 1216 | $0.65 | $10.40 |
| 34000L 400W | A | 2 | 155 | 310 | $5.70 | $11.40 | 76 | 152 | $0.65 | $1.30 |
| TRAD HP SODIUM | | 15 | | | $4.10 | $61.50 | | | $4.10 | $61.50 |
| TRN CNT L-STL A | | 340 | | | $21.33 | $7,252.20 | | | $21.33 | $7,252.20 |
| CON HPSD SHOEBX | | 19 | | | $4.10 | $77.90 | | | $4.10 | $77.90 |
| HP SOD FL LGT | | 4 | | | $4.10 | $16.40 | | | $4.10 | $16.40 |
| 25-40'WOOD POLE | | 13 | | | $7.60 | $98.80 | | | $7.60 | $98.80 |
| 1-24'FBRGL PL | | 12 | | | $7.35 | $88.20 | | | $7.35 | $88.20 |
| 25-40'FBRGL PL | | 16 | | | $13.09 | $209.44 | | | $13.09 | $209.44 |
| 25-40'ALPL NBRK | | 1 | | | $19.63 | $19.63 | | | $19.63 | $19.63 |
| 25-40'METAL PL | | 4 | | | $7.34 | $29.36 | | | $7.34 | $29.36 |
| | | | | 97,867 | | $17,292.22 | | 40,250 | | $8,976.63 |

*Figure 4 - LED Street Light Tariff Savings Projected (Anticipated Tariff)*

| | |
|---|---|
| Existing Monthly kWh (per tariff) | 97,867 |
| Monthly Supply Charges | $3,409.80 |
| Energy Cost ($/kWh) | $0.0348 |
| LED Monthly Kwh (per tariff) | 40,250 |
| Estimated Supply Charges | $1,402.36 |
| Monthly Tariff Savings (Lights & Poles) | $8,315.59 |
| Monthly Electric Supply Savings (est) | $2,007.44 |
| Total Monthly Utility Cost Savings | $10,323.03 |
| Total Annual Utility Cost Savings | $123,876.40 |
| $/Fixture/Year O&M Savings | $41.00 |
| Total Annual O&M Cost Savings | $71,012.00 |
| Total Annual Savings | $194,888.40 |

*Figure 5 - Total Annual Savings Based on Anticipated Utility Tariff Structure*

## Stipulated Operational Savings

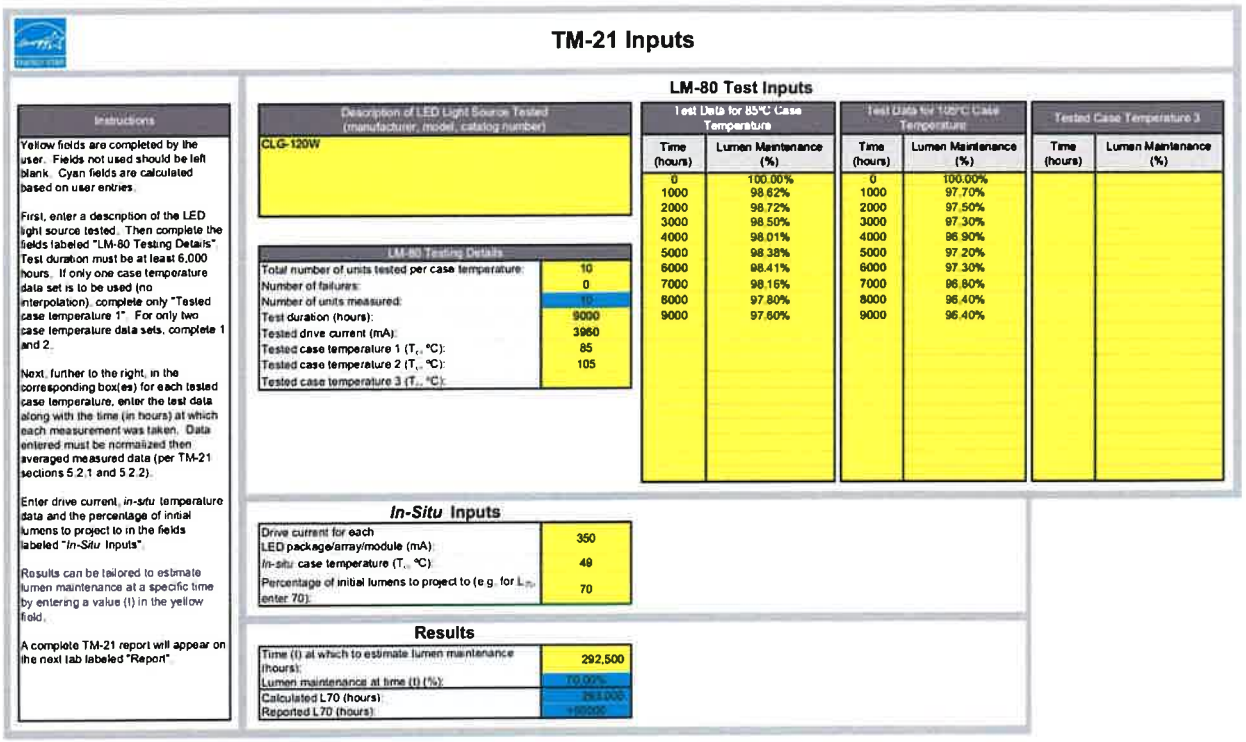
LED conversions vastly reduce streetlight maintenance costs. LEDs last twenty years (or more), whereas their legacy counterparts require blub replacements every two to five years.

Lifetime O&M savings is calculated based on the knowledge that if not for this project, the Owner would have continued their current practice of replacing lamps and ballasts and fixtures as they failed.

Annual Maintenance Savings was calculated by assuming a 4-year cycle of existing fixture spot relamping, cleaning, changing igniters, ballasts, photocells, etc. vs. LED 10-year cleaning cycle and occasional photocell and driver replacements). Our engineers arrived at a value of $41 per-fixture-per-year for Annual Maintenance Savings.

According to the United States Department of Energy, useful life (or rated life) is "often described by the number of operating hours until the LED luminaire is emitting **70 percent** of its initial light output." It is through this definition that we find the L70 rating.

The tested L70 rating on the fixtures proposed in this project were 293,000 hours according to factory test data provided to us. Assuming an annual run time of 4,100 hours, which is commonly accepted for outdoor street lights, this equates to 71 years before the lights would run at 70% of their rated output!!! It would be unwise to accept a 71 year life cycle for any product, but its clear that assuming a 20 year useful life for these fixtures is a very realistic assumption, and is what we used in our O&M savings calculations. Such test resuls are not uncommon today, as LED fixture product development continues to produce fixtures with amazing efficiencies and life cycle test data.



**TM-21 Inputs**

**LM-80 Test Inputs**

Instructions

Yellow fields are completed by the user. Fields not used should be left blank. Cyan fields are calculated based on user entries.

First, enter a description of the LED light source tested. Then complete the fields labeled "LM-80 Testing Details". Test duration must be at least 6,000 hours. If only one case temperature data set is to be used (no interpolation), complete only "Tested case temperature 1". For only two case temperature data sets, complete 1 and 2.

Next, further to the right, in the corresponding box(es) for each tested case temperature, enter the test data along with the time (in hours) at which each measurement was taken. Data entered must be normalized then averaged measured data (per TM-21 sections 5.2.1 and 5.2.2).

Enter drive current, *in-situ* temperature data and the percentage of initial lumens to project to in the fields labeled "*In-Situ* Inputs".

Results can be tailored to estimate lumen maintenance at a specific time by entering a value (t) in the yellow field.

A complete TM-21 report will appear on the next tab labeled "Report".

Description of LED Light Source Tested (manufacturer, model, catalog number)

CLG-120W

| LM-80 Testing Details | |
|---|---|
| Total number of units tested per case temperature: | 10 |
| Number of failures: | 0 |
| Number of units measured: | 10 |
| Test duration (hours): | 9000 |
| Tested drive current (mA): | 3960 |
| Tested case temperature 1 ($T_{c1}$, °C): | 85 |
| Tested case temperature 2 ($T_{c2}$, °C): | 105 |
| Tested case temperature 3 ($T_{c3}$, °C): | |

| Test Data for 85°C Case Temperature | | Test Data for 105°C Case Temperature | | Tested Case Temperature 3 | |
|---|---|---|---|---|---|
| Time (hours) | Lumen Maintenance (%) | Time (hours) | Lumen Maintenance (%) | Time (hours) | Lumen Maintenance (%) |
| 0 | 100.00% | 0 | 100.00% | | |
| 1000 | 98.62% | 1000 | 97.70% | | |
| 2000 | 98.72% | 2000 | 97.50% | | |
| 3000 | 98.50% | 3000 | 97.30% | | |
| 4000 | 98.01% | 4000 | 96.90% | | |
| 5000 | 98.38% | 5000 | 97.20% | | |
| 6000 | 98.41% | 6000 | 97.30% | | |
| 7000 | 98.16% | 7000 | 96.80% | | |
| 8000 | 97.80% | 8000 | 96.40% | | |
| 9000 | 97.60% | 9000 | 96.40% | | |

***In-Situ* Inputs**

| | |
|---|---|
| Drive current for each LED package/array/module (mA): | 350 |
| *In-situ* case temperature ($T_c$, °C): | 49 |
| Percentage of initial lumens to project to (e.g. for $L_{70}$, enter 70): | 70 |

**Results**

| | |
|---|---|
| Time (t) at which to estimate lumen maintenance (hours): | 292,500 |
| Lumen maintenance at time (t) (%): | 70.02% |
| Calculated L70 (hours): | 293,000 |
| Reported L70 (hours): | >60,000 |

As of note, DEMEC in 2016 did a small LED retrofit project for five Delaware municipalities and in their M&V savings report, they used a similar $40 per-fixture-per-year amount of projected O&M savings based primarily on the significant reduction in replacement/repair frequency required, which for outdoor street lights can be significant.

The $41 per-fixture-per-year assumption also does not factor in any savings to the Owner of the wages or truck costs of the employees who drive around the city daily looking for outages. The lighting controls system being installed as part of this project will automatically report on outages and save considerable time and frustration. The economic value of this has not yet been calculated since the more tangible energy, tariff, and O&M savings already cover the annual debt service for the project.

## Evaluation of Additional Societal Benefits

Additional benefits associated with the LED lighting project include greenhouse gas avoidance. A greenhouse gas (GHG) is any gas in the atmosphere that absorbs and emits radiation within the thermal infrared range. This process is the fundamental cause of the greenhouse effect. The primary greenhouse gases in Earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Human activities since the beginning of the Industrial Revolution (taken as the year 1750) have produced a 40% increase in the atmospheric concentration of carbon dioxide, from 280 ppm in 1750 to 406 ppm in early 2017.

The calculated annual $CO_2$ emissions avoided as a result of this project are measured at 705.36 metric tons. This is calculated by converting the reductions of electrical reductions (kWh) into avoided units of $CO_2$ by using the EPA greenhouse gas equivalency calculator.Similarly, the sum of the greenhouse gas emissions saved can also be reviewed as a Carbon Dioxide Equivalent ($CO_2e$) of the following GHG emissions:

- 159 passenger vehicles driven for one year or 1,823,569 miles driven, or
- 112 homes' electricity use for one year, or
- 259 tons recycled instead of landfilled.

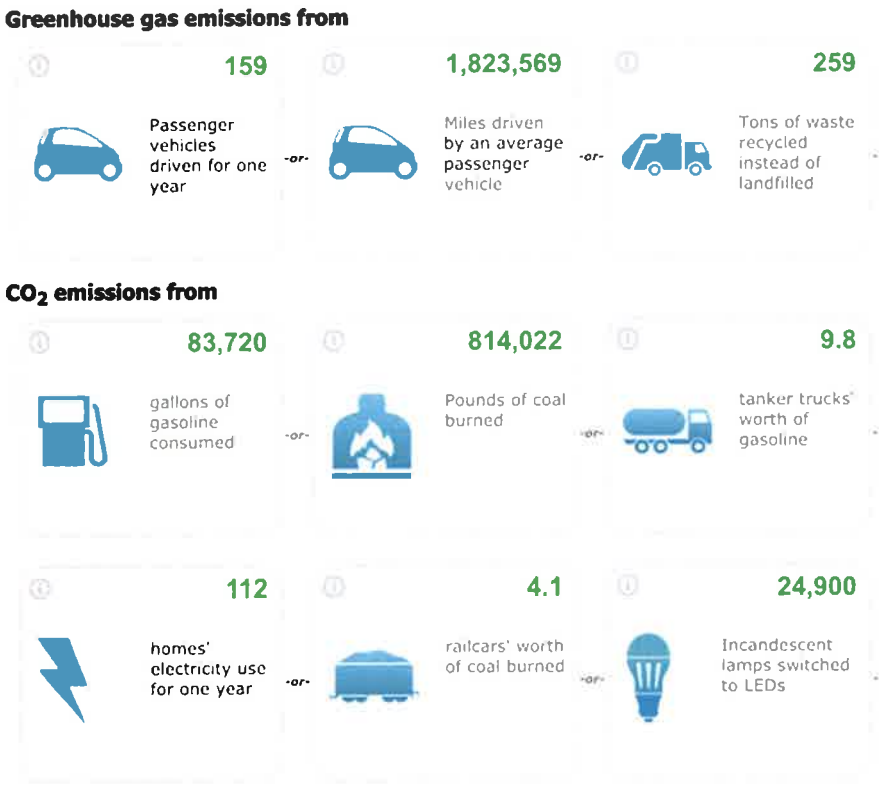



*Figure 6 - US EPA Website Carbon Equivalency Calculator*

# Schedule D – Savings Validation Plan Fee

In general, determining actual savings achieved can be difficult and costly. Verifying savings requires confirming that:

- The baseline conditions were accurately defined
- The proper equipment/systems were installed and properly commissioned
- The equipment/systems are performing to specification

Although confirming these items may appear simple, a structured approach is helpful. The Savings Validation Plan Scope of Services is set forth in Schedule F.

The following represents the annual payments to be made to ESCO for the Savings Validation Plan Services to be provided in accordance with the scope of services set forth in Schedule F.

| **Annual Savings Validation Plan Fee Payments** | | |
|---|---|---|
| **Due** | **Tag** | **Amount** |
| Years 1 through 20 | Savings Validation Plan Services | $ TBD / year |
| | **Total** | *Pending* |

Annual Monitoring and Reporting Payments are NOT included in the total project price laid out in Schedule N. They are paid for separately on an annual basis by Owner to ESCO.

# Schedule E – Baseline Energy Consumption

STES engineers calculated the total energy consumption for the 1,732 existing fixtures as 1,445,426 kWh/year.

Based on the Street Lighting Tariff (see Appendix for more details) that the City of Wilmington pays for these lights, the following summarizes the monthly cost as $17,292.22 for these 1,732 fixtures. This equates to an existing utilities expense of $207,506.64 per year. ***This excludes the considerable operations and maintenance costs to the City's Department of Public Works for maintaining and servicing the equipment.***

| | | | Existing | | | |
|---|---|---|---|---|---|---|
| Lamp size | Service Category | Quantity | Monthly Use | Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | $7.21 | $115.36 |
| 5800L 70W | A | 43 | 36 | 1548 | $9.07 | $390.01 |
| 5800L 70W | E | 17 | 36 | 612 | $1.28 | $21.76 |
| 9500L 100W | E | 4 | 49 | 196 | $8.08 | $32.32 |
| 9500L 100W | A | 560 | 49 | 27440 | $9.57 | $5,359.20 |
| 9500L 100W | E | 9 | 49 | 441 | $6.44 | $57.96 |
| 9500L 100W | D | 479 | 49 | 23471 | $2.55 | $1,221.45 |
| 16000L 150W | A | 54 | 69 | 3726 | $10.60 | $572.40 |
| 16000L 150W | A | 523 | 69 | 36087 | $2.55 | $1,333.65 |
| 50000L 400W | E | 5 | 164 | 820 | $6.00 | $30.00 |
| 34000L 400W | A | 16 | 155 | 2480 | $18.33 | $293.28 |
| 34000L 400W | A | 2 | 155 | 310 | $5.70 | $11.40 |
| TRAD HP SODIUM | | 15 | | | $4.10 | $61.50 |
| TRN CNTL-STL A | | 340 | | | $21.33 | $7,252.20 |
| CON HPSD SHOEBX | | 19 | | | $4.10 | $77.90 |
| HP SOD FL LGT | | 4 | | | $4.10 | $16.40 |
| 25-40'WOOD POLE | | 13 | | | $7.60 | $98.80 |
| 1-24'FBRGL PL | | 12 | | | $7.35 | $88.20 |
| 25-40'FBRGL PL | | 16 | | | $13.09 | $209.44 |
| 25-40'ALPL NBRK | | 1 | | | $19.63 | $19.63 |
| 25-40'METAL PL | | 4 | | | $7.34 | $29.36 |
| | | | | 97,867 | | $17,292.22 |

# Schedule F – Savings Validation Plan

## M&V Basic Information

- Guarantee term: 20 years
- Buildings/sites: Wilmington, DE

## Scheduling and Reporting for Measurement and Verification Activities

Measurement and Verification (M&V) will be performed by ESCO to ensure long-term recognition of expected utility usage savings. Below is a detailed description of what is included as a part of the M&V agreement.

## Utility Bill Collection

Each month Owner will collect the utility bills for the Property and will forward such bills to ESCO for utility usage reconciliation and reporting. Other simpler, more efficient or automated options for getting the utility bills to ESCO can be discussed and agreed upon by both parties.

## Annual Savings Statement

Within 90 days of the end of each "M&V reporting year", ESCO will provide an Annual Savings Statement for the Guaranteed Savings under the Option A methodology described below.

The utility information in the Annual Savings Statement will be adjusted for Material Changes as defined in this Agreement. Material Changes are non-routine adjustments and include items such as new equipment installation, changes in usage or occupancy of the equipment, schedule changes, and other changes. ESCO may, at its option, be compensated for costs to reconcile the impact of Material Changes included in the Annual Savings Statement.

## Option A—Retrofit Isolation with Key Parameter Measurement

This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer's data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Adjustments to models are not typically required.

# Schedule G – Project Schedule

The project schedule begins upon execution by the ESCO and the Owner of the Agreement or a Notice to Proceed and is expected to take approximately 12 months.

Factors that will be considered for the final schedule include:

- Availability of the work areas, etc.
- Equipment production and delivery timelines

ESCO will deliver a detailed Microsoft Project work plan & schedule upon project kickoff, immediately following contract execution.

The project schedule will include regular biweekly project meetings with the Owner to provide project status updates and weekly construction team meetings to coordinate installation activities with all subcontractors and project personnel.

# Schedule H – Systems Startup & Commissioning

At the conclusion of the construction phase for this project, ESCO will perform commissioning activities.

All documentation from this effort will be collected and organized into a report to be provided to the Owner. In addition, this information will be used as the foundation for the initial energy performance validation process.

ESCO will provide a full commissioning plan ahead of the commissioning phase of the project for review of the customer. Commissioning plan will specify parties to be involved, responsibilities of each party, specific task to be completed, etc.

Manufacturers' installation and operations manuals will be used as the guiding reference documents, along with detailed startup checklists for the engineered equipment.

To ensure a smooth flow of operations and maintenance with newly installed equipment, documents supporting specific ECMs will be provided to Owner when the ECM is turned over. Among other relevant documents, this will include Operations and Maintenance manuals for new equipment. Additionally, an organized summary package of all turnover documents will be submitted to Owner when the overall project is complete.

Each ECM shall comprise a Construction Unit and the Construction Work will be completed for each ECM.

| **ECM** | **Commissioning Plan** |
|---|---|
| Lighting Retrofit | • Testing includes taking sample measurements of light levels, voltage and amperage immediately before demolition and again after burn-in of the newly installed lighting. This testing will be performed on 10% of all fixtures having greater than 50 fixtures of that type installed.<br>• Final Inspection by Subcontractor, ESCO and Owner<br>• Documented Owner Acceptance |

# Schedule I – Standards of Comfort

The energy savings calculations in this project assumed a typical run time of 4,100 hours per year. With the use of lighting controls included in this project, the total run time should ultimately be lower due to the dimming control. It is assumed that at no time after the project will Owner decide to intentionally operate all the lights 24/7 or during daylight hours where the total run time would significantly exceed 4,100 hours per year.

# Schedule K – Owner's Maintenance Responsibilities

Owner acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify ESCO of the repair and /or replacement, but no later than within thirty (30) calendar days from the commencement thereof;

b. Make available to ESCO upon its request copies of maintenance records and procedures regarding maintenance of the Premises;

c. Promptly provide ESCO with notice of system or equipment alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, occupancy sensors, photocell/timer control of exterior lighting systems;

d. Provide to ESCO true, accurate and complete copies of all energy related bills within fifteen (15) days after Owner's receipt of such bills. And;

f. Furnish to ESCO true, accurate and complete copies of any utility rate schedules or tariffs promptly upon ESCO's request for the same and, in any event, within thirty (30) calendar days after Owner's receipt of notice of a utility rate change;

g. During the Term of the Agreement, permit only ESCO and/or Owner approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Owner shall immediately notify ESCO of the existence of the emergency no later than within forty-eight (48) hours of the commencement of the emergency condition.

# Schedule L – Operation and Maintenance Manuals

Certain maintenance and inspection activities will be required of Owner to ensure the building maintains its energy performance. Installation, operations and maintenance manuals will be delivered at the end of the project for the new equipment installed under this conservation project, including, but not limited to:

| ECM #1: Lighting Retrofit |
|---|

# Schedule M – ESCO's Training Responsibilities

A full training program is incorporated into this project. The training program includes the following:

1. Training for Department of Public Works staff on proper maintenance and operation of all new LED fixtures
2. Training on the software for lighting controls provided under the project

# Schedule N – Milestone Schedule

The following table summarizes the cost breakdown for the project.

TOTAL CONTRACT PRICE (*excluding sales tax)* ..... $ 2,294,883.00

Anticipated DNREC EEIF Grant .....$ 173,200.00

TOTAL NET PROJECT COST (after DNREC EEIF Grant, *excluding sales tax)* ..... $ 2,121,683.00

**SUBSTITUTE NO. 1 TO ORDINANCE NO. 18-056**

**AN ORDINANCE TO AMEND CHAPTER 5 OF THE CITY CODE REGARDING BUSINESSES**

**Rev. 1**
**#4610**

**Sponsor:**

**Council Member McCoy**

**Co-sponsors:**

**Council Member Dixon**
**Oliver**
**Turner**

**WHEREAS**, City Council has enacted Chapter 5 of the City Code setting forth requirements for businesses; and

**WHEREAS**, the City has an interest in protecting the safety and well-being of children within the City; and

**WHEREAS**, businesses in the City are currently placing tobacco products and related items in stores next to items intended for use or consumption by children;

**WHEREAS**, City Council deems it proper to amend the City Code by adding Section 5-2 to require businesses that sell tobacco products and related items to place such products behind a counter in a location that is not accessible to customers unless an employee of the business intervenes; and

**WHEREAS**, the State of Delaware Department of Homeland Security Division of Alcohol and Tobacco Enforcement expresses willingness to join the City in its efforts by helping the City identify businesses within the City that place tobacco products and related items within the reach or eyesight of children.

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

**SECTION 1.** Chapter 5 of the City Code is hereby amended by adding the underlined language to read as follows:

**Sec. 5-3. – Businesses selling tobacco products.**

(a) *Definitions.*

(1) "Electronic smoking device" means a nonlighted, noncombustible device that employs a mechanical heating element, battery, or circuit, regardless of shape or size, to produce aerosolized or vaporized nicotine for inhalation into the body of an individual. "Electronic smoking device" includes a device that is manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or any other similar product with any other product name or descriptor.

(2) "Tobacco paraphernalia" means any item traditionally intended for use with tobacco products, including any pipe, paper, or accessory.

(3) "Tobacco product" means any product that contains tobacco, including, but not limited to, cigarettes, as defined in section 36-4(3), cigars, pipe tobacco, snuff or smokeless tobacco and is intended for human consumption or use.

(b) *Prohibited Placement*. Except as otherwise specified in this section, no establishment that sells tobacco products, tobacco paraphernalia, or electronic smoking devices at retail may display, store, or place any such products, devices, or items, unless such item:

(1) Is not immediately accessible to customers;

(2) Is accessible only to the owner or operator of the business or an agent of the owner or operator; and

(3) Is stored, displayed, placed, or offered for sale behind a checkout counter.

(c) *Enforcement and penalties.*

(1) Enforcement. In accordance with section 5-32(c), the commissioner of licenses and inspections in the exercise of the duties imposed upon him and acting through his deputies, shall examine establishments bound by the terms of this section to ascertain whether there is compliance with this section, and is authorized to issue and collect fines, and administer hearings pursuant to this section.

(2) Penalty. Any person or entity who violates this section is subject to a civil fine of not more than: two hundred fifty dollars ($250) for the first violation; five hundred dollars ($500) for the second violation; and one thousand dollars ($1,000) for subsequent violations.

i. In addition to being subject to a civil fine pursuant to this Section, any person or entity who violates this section three or more times must also appear before the license and inspection review board for the board to determine whether to suspend or revoke that person's or entity's business license.

**SECTION 2.** This Substitute Ordinance shall become effective on July 15, 2019 upon its passage by City Council and approval by the Mayor.

First Reading…… December 13, 2018
Second Reading…… December 13, 2018
Third Reading……...

Passed by City Council,

_____
President of City Council

ATTEST:_____
City Clerk

Approved this ____ day of _____, 2019.

_____
Mayor

**SYNOPSIS:** This Substitute Ordinance amends Chapter 5 of the City Code requiring businesses that sell tobacco products, electronic smoking devices, or tobacco paraphernalia to place such items behind a counter in an area that is not accessible to customers without the intervention of an employee of the business so as not to be placed within the reach of children. The State of Delaware Department of Homeland Security Division of Alcohol and Tobacco Enforcement has expressed an interest in helping the City to identify businesses that do not comply with this amended section of the City Code.

**FISCAL IMPACT STATEMENT:** This Substitute Ordinance has no anticipated fiscal impact.

**#4668**

**Sponsor:**

**Council Member Freel**

**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**

**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 1 TO ORDINANCE NO. 19-026**

**AN ORDINANCE TO AMEND CHAPTERS 4, 5 AND 34 OF THE CITY CODE TO INCREASE THE RENTAL DWELLING UNIT BUSINESS LICENSE FEE; PROVIDE FOR CIVIL FINES FOR OWNERS OF RENTAL PROPERTIES AND VACANT PROPERTIES; AND INCREASE VACANT REGISTRATION FEES**

**Rev. 1**
**#4654**

**Sponsor:**

**Council Member Freel**

**WHEREAS**, a purpose of this legislation is to improve living conditions for residents who rent their residences and improve the housing stock of Wilmington through effective enforcement of the City Code; and

**WHEREAS**, another purpose of the legislation is to modernize the City's rental business license fee structure and provide additional resources for enforcement; and

**WHEREAS**, implementing a flat per unit rental business license fee will simplify the current fee structure and bring the City's fee structure in line with surrounding jurisdictions; and

**WHEREAS**, City Council believes criminal penalties have not been sufficiently effective in deterring violations of the City Code provisions relating to vacant and rental properties; and

**WHEREAS**, City Council believes subjecting owners of vacant properties and rental properties that fail to comply with applicable City Code provisions to civil fines will have a more deterrent effect on this unlawful conduct; and

**WHEREAS**, City Council deems it necessary and proper to authorize the Department of Licenses and Inspections to issue citations and impose civil fines upon owners of vacant properties and rental properties that fail to comply with the requirements of Chapter 34; and

**WHEREAS**, City Council believes increased registration fees for long-standing vacant properties and increasing the fine for failure to register vacant properties will help to deter such property owners from allowing properties to remain vacant; and

**WHEREAS**, City Council believes that the requirement for registration of vacant properties should be increased from forty-five (45) consecutive days to six (6) months to provide property owners with a longer period to remedy a vacancy before imposing registration requirements; and

**WHEREAS**, City Council deems it necessary and proper to amend Chapters 4, 5, and 34 of the City Code to effectuate these changes.

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

**SECTION 1.** Chapter 4 of the City Code is hereby amended by deleting Section 4-27, 119.0, entitled "Authorizations of improvements to exteriors of vacant buildings or structures; procedures; liens for the costs incurred" in its entirety, and Section 4-27, 120.0, entitled "Annual registration of vacant buildings and registration fees" in its entirety.

**SECTION 2.** Chapter 34 of the City Code is hereby amended by deleting the entire chapter, and adopting a new Chapter 34 of the City Code, which shall be the document attached hereto as Exhibit A. Exhibit A shall constitute and be codified as Chapter 34 of the City Code. A blackline comparison of the current Chapter 34 of the City Code and the new Chapter 34 of the City Code is attached hereto as Exhibit B.

**SECTION 3.** Chapter 5 of the City Code is hereby amended at Section 5-101 by deleting the stricken language and by adding the underlined language to read as follows:

**Sec. 5-101. - Schedule of fees.**

* * *

Financial/real estate service:

Banks, trust company ..... 723.00

Building and loan association ..... 361.00

Collection agency ..... 181.00

Condominium, conversion of apartments to condominium, per unit ..... 60.00

Credit rating, reporting bureaus ..... 181.00

Finance company ..... 181.00

Holding company ..... 120.00

Investment brokerage firm ..... 723.00

Mobile home park operator ..... 602.00

Office/commercial buildings ..... 361.00

Real estate agency ..... 241.00

Real estate agent/broker/appraiser ..... 120.00

Rooming house ..... 120.00

~~One or two~~ Rental dwelling units ..... ~~50.00~~ 100.00 per unit, not to exceed a total fee of 10,120.00

~~Three or more dwelling units (plus an additional $10.00 for each unit) ..... 120.00~~

Miscellaneous financial/real estate service ..... 181.00

* * *

**SECTION 4.** This Substitute 1 to Ordinance No. 19-026 shall become effective on July 1, 2019 upon its passage by City Council and approval by the Mayor.

First Reading…… May 2, 2019
Second Reading…… May 2, 2019
Third Reading……...

Passed by City Council,

_____
President of City Council

ATTEST:_____
City Clerk

Approved this ____ day of _____, 2019.

_____
Mayor

**SYNOPSIS:** This Substitute 1 to Ordinance No. 19-026 ("Ordinance") amends Chapter 5 section 5-101 entitled "Schedule of Fees" by amending the section to increase the business license fee for rental dwelling units to $100 per unit, not to exceed a total business license fee of $10,120.00. This Ordinance amends Chapter 34 of the City Code by changing the enforcement of Chapter 34 with respect to vacant and rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance. The Ordinance also makes additional changes to update and modernize Chapter 34. In addition, this Ordinance amends Chapter 4 by deleting Section 4-27, 119.0 (authorization for exterior improvements to vacant structures) and Section 4-27, 120.0 (annual vacant property registration fees), and incorporates these provisions into Chapter 34. Further, this Ordinance amends the annual vacant property registration fee provisions (previously found at Chapter 4, Section 4-27, 120.0; now located at Chapter 34, Section 34-210) to: (1) increase the registration fees for properties vacant 3 or more years; (2) require registration of buildings vacant for 6 consecutive months rather than 45 consecutive days; (3) impose a civil fine of $500.00 for failing to register a vacant building within 30 days of the required time to register; (4) exempt vacant buildings owned by the Wilmington Neighborhood Conservancy Land Bank Corporation ("Land Bank") from registration requirements; and (5) provide that purchasers of a vacant building from the Land Bank be billed a vacant registration fee based on the duration of vacancy from the time he or she received the building from the Land Bank, rather than a vacant registration fee based on the duration of the vacancy prior to receiving the building.

**FISCAL IMPACT STATEMENT:** The increase in billable revenue for the City as a result of the increase in the rental dwelling unit business license fee is estimated at approximately $815,290.00 annually. The fiscal impact as a result of the other changes implemented by Substitute 1 to Ordinance No. 19-026 is unknown.

# EXHIBIT A

# Chapter 34 – HOUSING AND BUILDING MAINTENANCE CODE[1]

Footnotes:

--- (1) ---

**Charter reference**— General powers of city, § 1-102.

**Cross reference**— Buildings and building regulations, ch. 4; businesses, ch. 5; regulation of owners, operators or lessors of mobile homes or mobile home lots, § 5-100; consumer protection, ch. 9.

**State Law reference**— Landlord-tenant code, 25 Del. C. § 5101 et seq.; Delaware State Housing Code, 31 Del. C. § 4101 et seq.

## ARTICLE I. - IN GENERAL

### Sec. 34-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Basement* means a portion of a building located partly underground, but having 3½ feet or more of its floor-to-ceiling height above the average level of the adjacent finished grade.

*Building* means a structure enclosed with exterior walls or fire walls, built, erected, or framed of component structural parts, designed for the housing shelter, enclosure or support of individuals, animals or property of any kind. When used herein "building" and "structure" shall be interchangeable except where the context clearly indicates otherwise.

*Cellar* means a portion of a building located partly or wholly underground, and having less than 3½ feet of its floor-to-ceiling height above the average level of the adjacent finished grade.

*Civil fine* shall mean a fine of $250 unless another amount is specified in this Chapter. Where the Code provides alternative penalties or remedies, civil fines shall be cumulative and the imposition of any civil fines shall not prevent the appropriate City agency from invoking any other penalty or remedy provided for in the Code.

*Dwelling* means any house or building or portion thereof which is used or intended to be used in whole or in part as a home, residence or sleeping place of one or more human beings, either permanently or transiently.

*Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, including a mobile home for single-family use which meets the requirements of the building and zoning codes.

*Enforcement officer* means the commissioner of licenses and inspections of the department of licenses and inspections of the city or his authorized representatives.

*Extermination* means the control and elimination of insects; rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve

as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the enforcement officer.

*Family* means one adult occupant plus one or more persons who are legally related to such occupant as husband or wife, son or daughter, mother or father, mother-in-law or father-in-law, brother or sister, or any foster child or ward.

*Garbage* means animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

*Habitable room* means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

*Hotel* means any dwelling, or that part of any dwelling, in which sleeping accommodations are offered for pay by the owner or operator to four or more persons who are transients.

*Hotel unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping in a hotel, but not for cooking.

*Infestation* means the presence, within or around a dwelling, of any insects, rodents or other pests.

*Multiple dwelling* means any dwelling containing more than one dwelling unit.

*Occupant* means any person, over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

*Operator* means any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

*Owner* means any person who, alone or jointly or severally with others, shall have:

(1) Legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

*Plumbing* means all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

*Premises* means a lot, piece or parcel of land including the buildings or structures thereon.

*Rental dwelling unit* means any room or group of rooms located within one or more buildings and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, and which is let or rented to another for the purpose of living therein. Rental property shall have the same meaning as rental dwelling unit.

*Remediation costs* shall mean any and all costs and expenses incurred by the City of Wilmington to eliminate or remedy a violation of this chapter, including but not limited to, any demolition costs or repair costs.

*Rooming house* means any dwelling, or part thereof, containing four or more rooming units designed to be used for sleeping accommodations and to be let, for compensation, by the owner or operator thereof to four or more persons who are not husband or wife, son or daughter, mother or father, sister or brother, father-in-law or mother-in-law of the operator or owner.

*Rooming unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

*Rubbish* means combustible and noncombustible waste materials, except garbage; and such term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust, and the residue from the burning of wood, coal, coke and other combustible material.

*Structure* means an object or other construction created by the combination of materials for the purpose of occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, provided the word "structure" shall be construed when used herein as though followed by the phrase "or part or parts thereof and all equipment therein," unless the context clearly requires a different meaning.

*Supplied* means paid for, furnished or provided by, or under the control of, the owner or operator.

*Unfit dwelling* or *dwelling unit* means any dwelling or dwelling unit which:

(1) Is so damaged, decayed, dilapidated, unsanitary, difficult to heat, unsafe or vermin-infested that it creates a hazard to the health or welfare of the occupants or the community;

(2) Lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the public; or

(3) Because of its general condition or location is unsanitary or otherwise dangerous to the health or welfare of the occupants or the public.

Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," "hotel," "hotel unit" and "premises," are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

*Vacant* means a building or structure for which no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, nontransient basis.

*Week* means a seven day period.

(Code 1968, § 34-1)

**Cross reference**— Definitions and rules of construction generally, § 1-2.

Sec. 34-2. - Compliance required.

All repairs, additions, alterations or replacements to structures, dwellings, dwelling units or premises to bring such structures, dwellings, dwelling units or premises into compliance with this chapter shall conform to all provisions of this Code and other city ordinances and regulations governing the construction, replacement, repair or alteration of such structures, dwellings, dwelling units and premises and the facilities and equipment contained therein.

(Code 1968, § 34-2)

Sec. 34-3. - Construction of chapter—Authority of city relative to nuisances.

Nothing in this chapter shall be construed or interpreted to in any way impair or limit the authority of the city or any department or agency thereof to define and declare nuisances and to cause the removal or abatement of nuisances by appropriate proceedings as provided by law.

(Code 1968, § 34-12)

Sec. 34-4. - Same—Other city regulations.

(a) The provisions of this chapter shall not be construed to abrogate the responsibility of any person to comply with the other provisions of this Code and any other zoning, building, fire, safety, electrical, plumbing or public health ordinance or regulation of the city.

(b) In any case where a provision of this chapter is found to be in conflict with any other provision of this Code or with a provision of any zoning, building, fire, safety, electrical, plumbing or public health ordinance of this city, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

(Code 1968, § 34-13)

Sec. 34-5. - Right of access of owner, etc., for purposes of making required repairs, etc.

Every occupant of a structure, dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such structure, dwelling or dwelling unit, or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter.

(Code 1968, § 34-3)

Sec. 34-6. - Reprisals against tenant for reporting violations prohibited.

(a) No owner, landlord, firm or corporation or any agent, officer or employee thereof shall threaten to take reprisals against any tenant for reporting or complaining of the existence or belief of the existence of any building maintenance, housing, health, sanitary or building code violation to any governmental authority.

(b) Receipt of a notice to quit the leased premises without cause within 90 days after making such report or complaint shall create a rebuttable presumption that such notice is a reprisal against the tenant for making such report or complaint.

(Code 1968, § 34-7.1)

Sec. 34-7. - Unlawful lease-purchase practices.

(a) It shall be unlawful for any owner to accept or retain any deposit of sums of money pursuant to any purported installment contract of sale, or any purported rental with an option to buy, or any purported lease-purchase of any dwelling, dwelling unit or rooming house in the city from any person in the absence of a duly executed written agreement for the same. It shall further be unlawful for any owner to refuse to make full refund of any deposit of sums of money paid by any person for such purported purposes in the absence of a duly executed written agreement for the same or to refuse to any such person occupancy of the subject premises without making full refund of any such deposit.

(b) Complaints by any persons alleging violations of the provisions of subsection (a) of this section shall be filed with the office of the commissioner of licenses and inspections for investigation.

(c) Any owner violating the provisions of this section shall be subject to and liable for a Civil Fine and any applicable remediation costs and shall make full restitution of any and all deposits of money paid to such owner by any person in violation of this section.

(Code 1968, § 34-17.2)

Sec. 34-8. - Proof of state of mind not required for strict liability violations.

It is unnecessary to prove the defendant's state of mind with regard to offenses under this chapter which constitute violations as the legislative purpose is to impose strict liability for such offenses.

(Ord. No. 94-002, § 6, 2-24-94)

Secs. 34-9—34-35. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 34-36. - Enforcement generally; initiation of prosecution for violations.

(a) This chapter shall be enforced by the commissioner of licenses and inspections or his authorized representatives or designees in the department of licenses and inspections, and the commissioner of licenses and inspections or any such authorized representative shall initiate criminal prosecutions for violations in the manner and form provided by law.

(b) The department of licenses and inspections shall maintain records relating to the inspection of each property and shall make available to the office of the city solicitor such records for purposes of review and use as evidence in prosecutions for violations and the administration and enforcement of this chapter.

(Code 1968, § 34-9)

Sec. 34-37. - Violations and penalties generally.

(a) Except as otherwise specifically provided by this chapter and subsection (d) of this section, any person violating any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than $250.00 for each offense of violating such order, or provision of this chapter, or provision of such rule or regulation up to a maximum fine of $1,000.00 for each such offense, together with the costs and disbursements of prosecution. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine for any person or corporation shall be not less than $500.00 nor more than $2,500.00; for the third conviction not less than $1,000.00 nor more than $5,000.00, which shall not be suspended; for the fourth conviction $1,500.00; for the fifth and subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than $5,000.00, which shall not be suspended. Upon conviction of a violation of this chapter, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of $50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.

(b) After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, if such person shall continue in violation of such order, such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order until such order has been complied with.

(c) Each week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement and implementation of this chapter, and each week's failure to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

(d) With respect to vacant properties and rental dwelling units only, any person owning a vacant property or a rental dwelling unit who violates any order of the commissioner of licenses

and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation shall be immediately subject to and liable for a civil fine of $250 for such violation and any applicable remediation costs. Each week's failure following any applicable cure period to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of this chapter, and each week's failure following any applicable cure period to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable by a fine in the same amount. Pursuant to title 25, chapter 29 of the Delaware Code, any civil fine imposed pursuant to the provisions of this subsection shall give rise to a lien. Any unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violations. A civil fine authorized pursuant to this subsection shall not apply to owner occupied properties.

(Code 1968, § 34-8; Ord. No. 96-020, § 2, 4-12-96; Ord. No. 98-124, § 2, 10-19-98; Ord. No. 99-082(sub 1), § 3, 11-4-99; Ord. No. 99-008, § 3, 5-17-01; Ord. No. 03-075(sub 1), § 14, 12-4-03)

Sec. 34-38. - Notice of violation—Warning -- Contents, service, appeals.

(a) Whenever the commissioner of licenses and inspections or his designee determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation, of any provision of this chapter or of any rule or regulation adopted pursuant thereto, he shall give notice of such violation or alleged violation to the person responsible therefor. Such notice shall:

(1) Be put in writing;

(2) Include a description of the real estate sufficient for identification;

(3) Include a statement of the reason why it is being issued; and

(4) Allow at least 30 days from the date of such notice for the performance of any act it requires, unless otherwise provided in this chapter or in the event that the commissioner of licenses and inspections or his designee determines that a lesser period of time is essential to protect the health, safety or welfare of the occupants or of occupants of an adjacent property; or the dwelling is deemed unfit for habitation, in which case 3 days are required for the performance of any act it requires.

(b) The notice of violation shall be served upon the owner or the operator or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or upon such operator or upon such occupant by mailing a copy thereof by either mail service or other form of delivery to both the property address and such other address(es) that have been designated for the receipt of property tax bills for such property, or if the letter with the copy is returned with a note showing it has not been delivered to him, by posting a copy thereof in a conspicuous place on or about the dwelling affected by the notice of violation.

The commissioner of licenses and inspections may in his discretion require such notice to be served by delivering a copy thereof personally to such owner or such operator or such occupant or by leaving a copy thereof at his usual residence in the presence of someone in the residence of suitable age and discretion who shall be informed of the contents thereof, as the circumstances may require. Any notice herein required shall, if mailed, be deemed to be effective upon the earlier to occur of five business days following the date of its mailing, the date of actual delivery or the date of posting on the property. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.

(c) The owner, operator or occupant may appeal the notice to the board of license and inspection review. The appeal shall be in writing and filed within twenty calendar days after the receipt of the notice of violation. Any appeal to the board of license and inspection review shall be accompanied at the time of filing with a fee of $50.00 which shall be refunded if the appeal is successful. The board of license and inspection review shall hear and decide appeals in accordance with its duly prescribed and promulgated rules, regulations and procedures.

(d) Any owner, operator or occupant, as the case may require, who does not appeal the notice and does not perform the act or acts required under the notice, or who unsuccessfully appeals the notice and does not perform the act or acts required under the notice within the prescribed time period is in violation of this chapter and may be penalized pursuant to section 34-37.

(Code 1968, § 34-18(a)—(f); Ord. No. 91-082, § 1, 11-21-91; Ord. No. 95-074, § 1, 12-14-95; Ord. No. 96-077, § 1, 12-5-96; Ord. No. 98-124, § 2, 10-19-98)

Sec. 34-39. - Same—When not required.

Notwithstanding any other provision of this chapter to the contrary, whenever any person fails to obtain the rental inspection of any dwelling, habitation or living unit as required by the provisions of section 34-45(a) or the limitation of occupancy notification required by section 34-86, no notice of such violation of section 34-45(a) and section 34-86 shall be required, before civil fines are imposed or legal proceedings, actions or prosecutions are brought.

(Code 1968, § 34-18(g); Ord. No. 96-077, § 1, 12-5-96)

Sec. 34-40. – Deleted.

Sec. 34-41. - Inspection of structures, buildings, dwellings, etc., generally; right of entry of enforcement officer.

(a) The enforcement officer is hereby authorized and directed to make inspections to determine the condition of structures, buildings, dwellings, dwelling units, hotel units, rooming units and premises located within this city, in order that he may perform his duty of safeguarding the health and safety of the occupants of structures and the general public. For the purpose of making such inspections the enforcement officer is hereby authorized to enter, examine

and survey between the hours of 8:00 a.m. and 5:00 p.m. all structures, buildings, dwellings, dwelling units, hotel units, rooming units and premises. The owner or occupant of every structure, building, dwelling, dwelling unit, hotel unit, and rooming unit, or the person in charge thereof, shall give the enforcement officer free access to such structure, building, dwelling, dwelling unit, hotel unit or rooming unit and its premises during such time for the purpose of such inspection, examination and survey; provided, that such inspection, examination or survey shall not have for its purpose the undue harassment of such owner or occupant and that such inspection, examination or survey shall be made so as to cause the least amount of inconvenience to such owner or occupant consistent with the efficient performance of the duties of the enforcement officer.

(b) Nothing in this section shall be construed to prohibit the entry of the enforcement officer:

(1) At any time when an actual emergency which tends to create an immediate danger to public safety exists; or

(2) At any time when such an inspection, examination or survey may be requested by such owner or occupant.

(c) Any person who opposes or impedes an officer or authorized agent or employee of the department of licenses and inspections in the execution of his duty under this chapter shall be deemed guilty of a violation of this chapter. In addition, if an officer or authorized agent or employee of the department of licenses and inspections is denied entrance to a building for purposes of inspection, he may, upon showing of probable cause, obtain a warrant for purposes of entering and inspecting the building, dwelling, land or premises.

(Code 1968, § 34-6; Ord. No. 94-002, § 5, 2-24-94)

**Charter reference**— Inspections generally, §§ 5-704, 8-412.

Sec. 34-42. – Deleted.

Sec. 34-43. - No inspection of property prior to sale or other transfer to be required.

(a) No inspection of any dwelling, dwelling unit, hotel, or rooming house in the city shall be required nor shall any inspection be performed by the department of licenses and inspection for enforcement or implementation of the provisions of this chapter and the rules and regulations of the department prior to or in connection with any agreement of sale or conveyance or other transfer of any such property. This provision shall not affect inspections other than those heretofore required in connection with the sale or other transfer of property.

(b) The provisions of this section shall not be construed as in any way a limitation upon or modification of any of the other inspection, notice, compliance and enforcement provisions of this chapter.

(Code 1968, § 34-17)

Sec. 34-44. - Recordation of certain agreements of sale; responsibility of seller for violations.

(a) Whenever an agreement of sale is entered into containing provisions for the retention of legal title by the seller and providing for deferred installment payments by the buyer for the sale of any dwelling, dwelling unit, rooming house or hotel in the city, the seller shall record such agreement in the county recorder's office.

(b) The responsibility for complying with this chapter shall not be affected by such sales agreement. The seller shall remain responsible for code violation compliance imposed upon the owner or person in charge and the buyer shall have the burden of assuming the tenant's responsibilities enumerated in this chapter.

(Code 1968, § 34-17.1)

Sec. 34-45. - Inspections of rented or leased dwellings or buildings for residential occupancy, to include installment sales; no warranty of condition.

(a) *Inspection of a rental dwelling or building.* Any person who leases or rents any dwelling or any dwelling unit, regardless of whether that person has a valid rental dwelling business license, shall cause the same to be inspected by the commissioner of licenses and inspections, or his designee every three years. An initial rental inspection shall be required for each such dwelling or building consistent with a rental inspection schedule set by the commissioner of licenses and inspections. The three-year period referenced in this subsection shall be calculated based upon the rental inspection schedule set by the commissioner of licenses and inspections. Inspections of dwellings or buildings required under this subsection may consist of a random sampling of units in the dwelling or building as determined by the commissioner of licenses and inspections or his designee. The purpose of all rental inspections shall be enforcement of the provisions of the City Code concerning life safety items which include, but are not limited to: smoke/carbon monoxide detectors, heating sources, hot water sources, electrical systems, sanitary disposal sources, water damage, roofs and means of egress and ingress. The provisions of this section shall apply to the lease or rental of any dwelling or dwelling unit whether it is to be leased to the current tenant or to a new tenant and whether the same is to be done by the current owner or a new owner.

(1) If an inspection reveals the building has no violations, the commissioner of licenses and inspections may extend the inspection period required under this subsection for a subsequent inspection from three years to four years.

(2) If the dwelling unit is unoccupied at the time of the rental inspection, any violations cited during the rental inspection shall be corrected prior to permitting any tenant or lessee or any other persons to occupy such dwelling or dwelling unit. If the dwelling unit is occupied at the time of the rental inspection, any violations cited during the rental inspection shall be corrected within the time period designated by the commissioner of the department of licenses and Inspections or his designee, and the property owner shall cause dwelling unit to be re-inspected upon correction of the violation(s).

(b) *Installment sales.* Whenever any person sells any dwelling, dwelling unit, building or rooming house in the city wherein there is a retention of title by the seller and a deferred installment payment plan is set forth in the contract or lease agreement, the seller shall

comply with the inspection requirements of subsection (a) of this section and the provisions of section 34-43 shall not be applicable to any such seller of property who or which is subject to the provisions of this subsection.

(c) *Disclaimer of warranty of condition.* Nothing contained in this section shall be construed as any manner of warranty or guarantee by the city or by its agent, the department of licenses and inspections, that any particular property at any particular time fully complies with the provisions of this chapter and all rules and regulations adopted pursuant thereto or that any violations of this chapter and the rules and regulations adopted pursuant thereto cited by the department of licenses and inspections are necessarily the only violations existing in or upon a particular property at any particular time or that corrections of violations of this chapter and any rules and regulations adopted pursuant thereto which have been cited by the department of licenses and inspections are necessarily full and complete corrections such that no other violations exist in or upon any particular property at any particular time.

(d) *Fee.* If more than one re-inspection is necessary to determine compliance with any violation cited during the initial rental inspection, an additional fee in the amount of $50.00 will be assessed for each re-inspection, commencing with a second re-inspection. Said re-inspection fee may be waived for good cause shown at the discretion of the code enforcement officer.

(e) Condition of business license. Compliance with the requirements of this section is a condition of a rental dwelling unit business license issued pursuant to chapter 5, sec. 5-92.

(Code 1968, § 34-17.3; Ord. No. 99-083(sub 1), § 1, 11-4-99; Ord. No. 06-016(sub 1), § 1, 4-6-06)

Secs. 34-46—34-60. - Reserved.

DIVISION 2. - DEPARTMENT OF LICENSES AND INSPECTIONS

Sec. 34-61. - Power and duty of department—Specific functions enumerated.

The department of licenses and inspections shall be the department primarily responsible for the administration and enforcement of this chapter. In that regard, it shall:

(1) Maintain code enforcement performance records and prepare management reports;

  (a) On a quarterly basis, the commissioner of licenses and inspections shall provide a report to the City Council committee charged with oversight of the department. Such report shall include information related to the results of rental inspections performed and any other information the commissioner believes should be included;

(2) Maintain files for all housing code enforcement inspections;

(3) Conduct housing inspections in response to citizen complaints to the extent possible;

(4) Conduct systematic housing inspections;

(5) Supervise the conduct of all city-sponsored demolition activities;

(6) Conduct rental inspections;

(a) As it relates to rental inspections conducted pursuant to sec. 34-45, a minimum of 1500 units located on separate parcels shall be inspected annually.

(7) Conduct sanitation code enforcement inspections;

(8) Conduct building inspections for all privately financed construction;

(9) Conduct all final inspections of properties involved in rehabilitation loan and grant programs; and

(10) Whenever conducting any code enforcement inspection, distribute information regarding the housing programs of the city and rental programs to owner occupants and tenant occupants.

(Code 1968, § 34-3.1)

Sec. 34-62. - Same—Generally; inspection not to imply warranty.

(a) The department of licenses and inspections is hereby granted the sole and exclusive power and duty to enforce and administer the provisions of this chapter and all rules and regulations adopted pursuant thereto.

(b) The commissioner of licenses and inspections shall require that the language of disclaimer be printed beneath a heading in boldfacc print of "DISCLAIMER OF WARRANTY" on all notices of violations, orders and letters of compliance issued by the department of licenses and inspections.

(c) Nothing contained in this section shall be construed as in any way a warranty or guarantee by the city or its agent, the department of licenses and inspections, that:

(1) Any particular property is at any particular time in full and complete compliance with the provisions of this building maintenance and housing code or with the provisions of any other state or municipal statutes, ordinances, rules or regulations.

(2) A particular property which has been cited for a particular violation of the housing code does not at any particular time have other violations of this housing code or of any other state or municipal statute, ordinance, rule or regulation.

(3) A property where corrections of violations of this building maintenance and housing code have been satisfactorily made does not have at any particular time other violations of this building maintenance and housing code or of any other state or municipal statute, ordinance, rule or regulation which has not been cited.

(d) Neither the city nor its agent, the department of licenses and inspections, warrants or guarantees and the city and its agent, the department of licenses and inspections, hereby expressly disclaim any warranty or guarantee of the condition of any particular property at any particular time. The condition of any property and its compliance with the provisions of this chapter and with any other state or municipal statute, ordinance rule or regulation shall at all times be the responsibility of the owner or his legal agent.

(Code 1968, § 34-4)

Sec. 34-63. - Rules and regulations.

The department of licenses and inspections is hereby authorized and empowered to adopt rules and regulations necessary for the proper enforcement of this chapter; provided, that any such rules and regulations are approved by the City's administrative board. Such rules and regulations adopted by such department and approved by the City's administrative board shall have the same force and effect as the provisions of this chapter, and the penalty for violation thereof shall be the same as the penalty for violation of the provisions of this chapter.

(Code 1968, § 34-5)

Sec. 34-64. - Liability of officers, etc., of department of licenses and inspections.

No member, officer or agent of the department of licenses and inspections shall be sued or held to liability for any act done or omitted in good faith and with ordinary discretion on behalf of or under such department or pursuant to the charter of the city or any statutes, ordinances or rules and regulations under which such department has authority to act.

(Code 1968, § 34-7)

**State Law reference—** Tort immunity of local officials, 10 Del. C. § 4011.

Sec. 34-65. – Emergencies and emergency orders.

(a) Whenever the commissioner of licenses and inspections finds that an emergency exists with respect to a building, structure or other property condition which requires immediate action to protect the public health or safety, he may, without notice or hearing, issue an order reciting the existence of such emergency and requiring that action be taken as he deems necessary to address the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately.

(b) When, in the opinion of the building official, there is an actual and immediate danger of collapse or failure of a building or structure or any part thereof that would endanger life or public health or safety, the code official shall cause the necessary work to be done, whether it be by demolition, shoring or other method as determined by the building official, in order to render such building or structure, or part thereof, temporarily or permanently safe, whether or not the legal procedure herein prescribed has been instituted.

(c) Following the performance of any work by the city or its designee to address an emergency that exists with respect to a building, structure or other property condition, the commissioner of licenses and inspections shall provide a notice to the owner or owners of the applicable building, structure or real property that describes the work that was performed.

(d) Any amounts incurred by the City or its designee to address an emergency that exists with respect to a building, structure or other property condition, along with legal interest accrued thereon from the date of expenditure, shall be reimbursed to the city, on demand, by the person or persons who were the owner or owners of the applicable building, structure or real property at

the time such work was commenced. The city may maintain an action of law in debt or assumpsit against the owner or owners to recover the sums of money so expended, plus lawful interest and costs.

(e) Any amounts incurred by the City or its designee to address an emergency that exists with respect to a building, structure or other property condition, along with legal interest accrued thereon from the date of expenditure, shall be a lien on the lands and premises on which such work was performed.

(Code 1968, § 34-24)

Sec. 34-66. - Right of commissioner to bring legal proceedings, etc.

No provision or requirement contained in this chapter for a hearing shall in any way whatsoever affect or impair the right of the commissioner of licenses and inspections or city solicitor, or their respective designees, to bring at any time such legal proceedings, actions or prosecutions as are otherwise permitted by law or ordinance.

(Code 1968, § 34-23)

Secs. 34-67—34-85. - Reserved.

DIVISION 3. - LIMITATION OF OCCUPANCY NOTIFICATION AND RENTAL REGISTRATION

Sec. 34-86. - Limitation of occupancy notification and rental registration—Required.

(a) Upon approval and issuance of the business license required by section 5-34 for the renting or letting of dwelling units, the department of licenses and inspections shall inspect each dwelling unit for the purpose of determining the maximum permitted occupancy thereof in accordance with the applicable provisions of this chapter. The commissioner of licenses and inspections or his authorized representative shall issue to the owner or operator of the dwelling unit or units a limitation of occupancy notification stating the maximum occupancy permitted in each dwelling unit. The owner or operator shall not rent or let a dwelling unit until a limitation of occupancy notification is issued by the department of licenses and inspections for that unit.

(b) Such limitation of occupancy notification shall not be construed or interpreted as implying in any way that the particular dwelling or dwelling unit is in compliance or conformity with the provisions of this chapter or any rule or regulation for the enforcement or implementation of this chapter adopted by the department of licenses and inspections or any ordinance or other law or regulation of the city or the state.

(c) Any owner or operator who fails to obtain a business license required by section 5-34 or register a dwelling unit or who rents or lets to another a dwelling unit prior to the issuance of a limitation of occupancy notification shall be subject to and liable for a civil fine of $500.00 per rental unit. This provision supersedes the penalty provided in section 1-5.

(Code 1968, § 34-11; Ord. No. 92-053(sub 1), § 21(a), 7-2-92; Ord. No. 96-014, § 1, 4-16-96; Ord. No. 03-074, § 4, 11-20-03)

Sec. 34-87. - Reserved.

**Editor's note**— Ord. No. 03-074, § 5, adopted Nov. 20, 2003, repealed section 34-87 in its entirety. Former section 34-87 pertained to application and fee for rental unit registration, and derived from the Code of 1968, § 34-14; Ord. No. 96-014, § 1, adopted April 16, 1996.

Sec. 34-88. - Same—Copy to be given to tenant.

The owner or operator of any dwelling or dwelling unit to whom a limitation of occupancy notification has been issued under the provisions of this division shall give the person to whom the dwelling or dwelling unit is let or rented a copy of the notification at the time of letting or renting.

(Code 1968, § 34-16; Ord. No. 96-014, § 1, 4-16-96; Ord. No. 03-074, § 6, 11-20-03)

Secs. 34-89—34-110. - Reserved.

**Editor's note**— Ord. No. 03-074, § 7, adopted Nov. 20, 2003, repealed section 34-89 in its entirety. Former section 34-89 pertained to certificates submitted with application for registration, and derived from the Code of 1968, § 34-15.

DIVISION 4. - CONDEMNATION AND PLACARDING OF UNFIT DWELLINGS, ETC.

Sec. 34-111. - Compliance.

The designation of buildings, structures, dwellings or dwelling units as unfit for human habitation and the procedure for the condemnation and placarding of such buildings, structures, unfit dwellings or dwelling units shall be carried out in compliance with the requirements set forth in this division.

(Code 1968, § 34-25)

Sec. 34-112. – Right of condemnation.

(a) Any building, structure, dwelling or dwelling unit which the commissioner of licenses and inspections shall find to have any of the following defects may be condemned as unfit for human habitation:

(1) One which is so damaged, decayed, dilapidated, unsanitary, difficult to heat, unsafe or vermin-infested that it creates a hazard to the health or welfare of the occupants or of the public;

(2) One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants or of the public;

(3) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the public.

(4) One which lacks adequate exit facilities; or

(5) One which constitutes a fire hazard.

(b) Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the commissioner of licenses and inspections if the owner or occupant fails to comply with any order based on the provisions of this chapter or any rules or regulations adopted pursuant thereto; provided, that such building, structure, dwelling or dwelling unit is, in the opinion of the commissioner of licenses and inspections unfit for human habitation by reason of such failure to comply.

(Code 1968, § 34-26)

Sec. 34-113. - Notice of condemnation.

Whenever the commissioner of licenses and inspections has condemned a building, structure, dwelling or dwelling unit as unfit for human habitation, he shall give notice of such condemnation to the owner. Such notice shall:

(1) Be put in writing;

(2) Include a description of the real estate sufficient for identification;

(3) Include a statement of the reason why it is being issued;

(4) Include a description of the repairs and improvements required to bring the condemned building, structure, dwelling or dwelling unit into compliance with the provisions of this chapter and any rules or regulations adopted pursuant thereto;

(5) Include an explanation of the owner's right to appeal the notice in accordance with the provisions of section 34-38; and

(6) Be served upon the owner; provided, that such notice shall be deemed to be properly served upon such owner if a copy thereof is delivered to him personally or if not found by leaving a copy thereof at his usual place of abode, in the presence of someone of the family of suitable age and discretion who shall be informed of the contents thereof, or by sending a copy thereof by registered mail with return receipt requested to his last known address, or, if the registered letter with the copy is returned with a receipt showing it has not been delivered to him by posting a copy thereof in a conspicuous place in or about the dwelling affected by the notice.

(Code 1968, § 34-27)

Sec. 34-114. - Appeal.

The owner of a building, structure, dwelling or dwelling unit that has been condemned as being unfit for human habitation may appeal such determination as provided in section 34-38(c).

(Code 1968, § 34-28; Ord. No. 94-002, § 5, 2-24-94)

Sec. 34-115. - Placarding generally.

After a building, structure, dwelling or dwelling unit has been condemned as being unfit for human habitation, the commissioner of licenses and inspections shall cause a placard to be posted to such building, structure, dwelling or dwelling unit, in one or more conspicuous places, bearing the following words: "Condemned as Unfit for Human Habitation."

(Code 1968, § 34-29; Ord. No. 94-002, § 5, 2-24-94)

Sec. 34-116. - Vacation of structure, dwellings, etc., condemned and placarded.

(a) Any building, structure, dwelling or dwelling unit which has been condemned and placarded as being unfit for human habitation by the commissioner of licenses and inspections shall be vacated within a reasonable time as required by such commissioner, but in any event not later than ten days after the property has been condemned and placarded. No owner or operator shall permit any person to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded by the commissioner of licenses and inspections after the date on which such commissioner has required the affected building, structure, dwelling or dwelling unit to be vacated.

(b) Any owner or operator or tenant or any other person who occupies any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation by the commissioner of licenses and inspections shall do so entirely at that person's own risk. It shall be the duty of the owner or operator or the agent of the owner or operator to ensure that any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation is vacated and not occupied. Nothing contained in this section shall be construed as in any manner imposing upon the city or its agent, the department of licenses and inspections, any liability whatsoever for the health or safety of any person who occupies or continues to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation.

(c) Any person who refuses to comply with an order of the commissioner of the department of licenses and inspections to vacate and continues to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation, or any person who occupies any such building, structure, dwelling or dwelling unit after placarding, may be forcibly removed from the premises by the police department and the premises shall thereafter be closed. The premises shall not again be occupied until the defect(s) which caused the building, structure, or dwelling to be declared to be unfit is/are remedied and written approval of the commissioner is obtained.

(d) Any violation of this Section 34-116 is subject to penalty pursuant to section 34-37 and any applicable remediation costs.

(Code 1968, § 34-30; Ord. No. 99-110, § 1, 10-21-99; Ord. No. 00-072, § 1, 10-19-00)

Sec. 34-117. - Use of condemned and placarded dwellings, etc.; removal of placard.

No structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the commissioner of licenses and inspections. The commissioner of licenses and inspections shall remove such placard whenever the defects upon which the condemnation and placarding action were based have been eliminated.

(Code 1968, § 34-31)

Sec. 34-118. - Unauthorized defacing or removal of placard.

No person shall deface or remove the placard from any structure, dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in section 34-117.

(Code 1968, § 34-32)

Sec. 34-119. - Condemned dwellings declared nuisances, etc.

All structures and dwellings condemned as unfit for human habitation within the provisions of this chapter are hereby declared to be public nuisances and shall be repaired or vacated as provided by this chapter and shall be subject to such other actions as are available at law.

(Code 1968, § 34-33)

Secs. 34-120—34-185. - Reserved.

DIVISION 5. - OCCUPANCY OF CERTAIN RENTAL UNITS, VIOLATING CHAPTER, UNDER CERTAIN CONDITIONS

Sec. 34-186. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Commissioner of licenses and inspections* means the commissioner or his duly authorized delegate.

*Landlord* means the owner of a dwelling unit or a building containing multiple dwelling units for residential purposes.

(Code 1968, § 34-40.1)

**Cross reference—** Definitions and rules of construction generally, § 1-2.

Sec. 34-187. - Landlord's permit.

Whenever the owner of property shall by affidavit swear or affirm to the commissioner of licenses and inspections that because of vandalism, malicious mischief or any other valid

security reason, he has been unable to meet all of the requirements of the city building maintenance and housing code as they relate to those requirements other than those basic to human safety and health, the commissioner, upon the applicant's payment of a $25.00 fee, may grant a temporary certificate allowing such premises to be rented under the following conditions:

(1) That the landlord have a bona fide tenant who is willing to rent the premises in their present condition and resides therein.

(2) That the landlord shall have already engaged the services of a licensed contractor and obtained the necessary permits if required. Wherein the landlord states that he intends to correct the violation himself, he will be required to sign an affidavit to this effect. All work must be completed within a 90-day period.

(Code 1968, § 34-40.2(a))

Secs. 34-188—34-199. – Reserved.

DIVISION 6. IMPROVEMENTS TO EXTERIORS OF VACANT BUILDINGS.

34-200. – Authorizations of improvements to exteriors of vacant buildings or structures; procedures; liens for the costs incurred.

(a) Authorization. The Department of Licenses and Inspections is authorized to initiate the making of improvements to the exteriors of vacant buildings or structures in accordance with this section and pursuant to the provisions of 25 Del. C. ch. 29 (§ 2901 et seq.) and 25 Del. C. ch. 46 (§ 4601 et seq.).

(1) Eligible buildings or structures. If the owner has failed to rehabilitate or demolish:

i. A building that is vacant or abandoned and deemed to be unsafe, or

ii. Any other building or structure that is vacant and amendable to rehabilitation if made secure, the commissioner of licenses and inspections may recommend that exterior improvements be made or caused to be made to such building or structure so as to render the building or structure safe and secure and to prevent further structural damage from rain and other natural causes, and that a lien be duly recorded in order that the city may recover the costs incurred by public expenditure for the same.

(2) Types of improvements. Exterior improvements, authorized herein, may include, but are not limited to: Repairs to or replacement of any of the structural components of such buildings or structures, sidewalks in the right-of-way or on the lot on which the building or structure is located, steps, porches, railings, columns, windows, doors, exterior painting, brick pointing and roofing, and any other repairs or replacements deemed appropriate to protect and secure the structural integrity of the building or structure and to prevent further damage that would render the building or structure unsafe. The

costs incurred by the city for any such improvements shall be referred to as "exterior improvement costs." Such exterior improvement costs incurred by the city shall be recorded by lien in accordance with the provisions of 25 Del. C. ch. 46 (§ 4601 et seq.).

(3) Approval and certification of improvements to be made. The commissioner of licenses and inspections, his duly authorized designee, the director of real estate and housing and the director of planning, or the duly authorized designee of each of the same, shall by majority approval of a written authorization certify that specific exterior improvements shall be made to a building or structure, identified by street address and tax parcel number, in accordance with this subsection. Such written authorization shall be forwarded to the procurement and records division and to the finance director with specifications prepared for the particular improvements authorized to be made and for no other improvements. In an emergency affecting the public safety as determined by the commissioner of licenses and inspections or his designee, the rendering of exterior improvements to secure the structure may be expedited in lieu of the requirements of this certification subsection.

(4) Notice to owner. When exterior improvements have been authorized as aforesaid and specifications for the same have been prepared, the department of licenses and inspections shall provide notice to the record owner or owners of the subject building or structure and to any record lien holders that such exterior improvements will be undertaken and the date of commencement of the same. For purposes of this subsection, the mailing of a certified letter, return receipt requested, at least 30 days prior to the commencement of the exterior improvements, to the last known address of the record owner, owners or lien holders and notifying same of the address of the property to be improved, the tax parcel number, the condition of the property and the legal right of the city to obtain a judgment against the owner and a lien against the property after completion of the exterior improvements, shall be deemed to be sufficient notice.

(b) Costs incurred as debt owing to city. Whatever expenses are incurred in relation to authorized exterior improvements pursuant to this subsection shall be paid by the city treasurer out of monies in the treasury and the owner or owners shall be jointly and severally liable to the city for the full amount so expended. Whenever exterior improvement costs have been incurred as aforesaid, the expenditure of public funds for exterior improvements to any vacant or abandoned building deemed to be unsafe or any other vacant building or structure, following notice to the owners, being the costs so incurred, with legal interest thereon from the date of expenditure, shall be reimbursed to the city, on demand, by the person or persons who were the owner or owners of such building or structure at the time such work of exterior improvement commenced. The city may maintain an action of law in debt or assumpsit against the owner or owners to recover the sums of money so

expended, plus lawful interest and cost. When any person is found guilty, whether by trial or admission, of violating any provision of this chapter or chapter 4, in any instance in which such person, at the time of sentencing for such violation, also has not reimbursed the city for the costs incurred by the city in making or causing to be made any exterior improvements, pursuant to this subsection, to any building or structure regarding which such person or persons have been found guilty, as provided, the court shall order such person or persons to make full restitution to the city for such exterior improvement costs in addition to and not in lieu of any fines which the court may impose.

(c) Entering of lien. When the city expends public funds for the purpose of exterior improvements to any vacant or abandoned building or structure deemed to be unsafe or any other vacant building or structure within the city, after such notice as aforesaid, the city may enter a lien for the amount so expended, with interest accrued thereon, on the lands and premises on which such work of exterior improvements was performed by means of the department of finance and the city solicitor forwarding directions to the prothonotary for New Castle County for the entering of such exterior improvement liens in a docket for the same.

(d) Satisfaction. When the department of finance and the city solicitor have determined the exterior improvement costs and interest, the entering of the lien shall be done by forwarding to the prothonotary the information as aforesaid. Whenever any such lien is satisfied by payment, the department of finance and the city solicitor may so advise the prothonotary in order that there shall be entered in the prothonotary's records the date of final payment and the words 'satisfied in full' pursuant to 25 Del. C. § 4603(d).

(e) Rules and regulations. The department of licenses and inspections may adopt rules and regulations as deemed necessary and proper for the administration of this subsection, subject to approval by the administrative board.

Secs. 34-201 – 34-209. – Reserved.

DIVISION 7 – REGISTRATION OF VACANT BUILDINGS AND REGISTRATION FEES.

Sec. 34-210. – Annual registration of vacant buildings and registration fees.

(a) Purpose. The purpose of this section requiring the registration of all vacant buildings and the payment of registration fees is to assist the city government, particularly the department of licenses and inspections (DLI) in protecting the public health, safety and welfare, to monitor the number of vacant buildings in the city to assess the effects of the condition of those buildings on nearby businesses and the neighborhoods in which they are located, particularly in light of fire safety hazards and unlawful, temporary occupancy by transients, including illicit drug users and traffickers, and to

require of the owners of such vacant buildings their registration and the payment of related fees, and to promote substantial efforts to rehabilitate such vacant buildings. The provisions of this section are applicable to the owners of such vacant buildings as set forth herein and are in addition to and not in lieu of any and all other applicable provisions of this chapter, the health and sanitation code, and any other applicable provisions of the Wilmington City Code.

(b) *Definitions and applicability; registration statement and fees.*

(1) *Definitions. For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:*

(A) *Boarded:* A building or structure subject to the provisions of this section shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window.

(B) *Exterior maintenance and major systems:* The phrase "exterior maintenance and major systems" shall mean the safe and lawful maintenance of the facade, windows, doors, roof, and other parts of the exterior of the building and the maintenance of its major systems consisting of the roof, the electrical and plumbing systems, the water supply system, the sewer system, and the sidewalk, drive-way, if any, area of the lot, as applicable and as enforced by the department of licenses and inspections.

(C) *Occupied:* Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, nontransient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid city business license, or the most recent, federal, state, or city income tax statements indicating that the subject property is the official business or residence address of the person or business claiming occupancy; or proof of pre-rental inspection.

(D) *Occupancy ready:* Any building that is vacant, but has been recently rehabilitated and a certificate of occupancy or certificate of completion has been issued by the department of licenses and inspections allowing the building to be lawfully occupied, or if the property has not been recently rehabilitated, the property meets all minimum code requirements and may be immediately occupied. Whether a building is "occupancy ready" shall be determined by department of licenses and inspections through an inspection of the building. The classification "occupancy ready" shall only apply to the vacant registration

requirements of this section, and does not apply to any other section of the code.

(E) *Open:* A building or structure subject to the provisions of this section shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open and, or closed but, without a properly functioning lock to secure it, or if one or more windows is broken or not capable of being locked and secured from intrusion, or any combination of the same.

(F) *Owner:* An owner of the freehold of the premises or any lesser estate therein, a mortgagee, a vendee-in-possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a building subject to the provisions of this section, and as set forth below.

(G) *Vacant:* A building or structure shall be deemed to be vacant if no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, nontransient basis.

(2) *Applicability.* The requirements of this section shall be applicable to each owner of any building that is not a dwelling that shall have been vacant for more than 6 consecutive months and to each owner of residential property consisting of one or more vacant dwellings that shall have been vacant at least 6 consecutive months. Each such owner shall cause to be filed a notarized registration statement, which shall include the street address and parcel number of each such vacant building, the names and addresses of all owners, as hereinafter described, and any other information deemed necessary by the department of licenses and inspections. The registration fee(s) as required by subsection (b)(3) of this section shall be billed by the department of licenses and inspections and shall be paid by the first business day of January of each year. For purposes of this section, the following shall also be applicable:

(A) If the owner is a corporation, the registration statement shall provide the names and residence addresses of all officers and directors of the corporation and shall be accompanied by a copy of the most recent annual franchise tax report filed with the secretary of state;

(B) If an estate, the name and business address of the executor of the estate;

(C) If a trust, the name and address of all trustees, grantors, and beneficiaries;

(D) If a partnership, the names and residence addresses of all partners with an interest of ten percent or greater;

(E) If any other form of unincorporated association, the names and residence addresses of all principals with an interest of ten percent or greater;

(F) If an individual person, the name and residence address of that individual person.

(3) *Registration statement and fees; local agent.* If none of the persons listed, as above, is shown at an address within the state, the registration statement also shall provide the name and address of a person who resides within the state and who is authorized to accept service of process on behalf of the owners and who shall be designated as a responsible, local party or agent, both for purposes of notification in the event of an emergency affecting the public health, safety or welfare and for purposes of service of any and all notices or registration statements as herein authorized and in connection herewith. Registration shall be required for all vacant buildings, whether vacant and secure, vacant and open, vacant and boarded, or occupancy ready and shall be required within 30 days of whenever any building has remained vacant for at least six consecutive months and within 30 days of a change in ownership of a building that has been vacant at least six consecutive months. In no instance shall the registration of a vacant building and the payment of registration fees be construed to exonerate the owner, agent or responsible party from responsibility for compliance with any other building code or housing code requirement. One registration statement may be filed to include all vacant buildings of the owner so registering. The owner of the vacant property as of November 1 of each calendar year shall be responsible for the payment of the non-refundable registration fee, except buildings deemed "occupancy ready" by the department of licenses and inspections and actively for sale or lease shall be exempt from imposition of the annual registration fee. However, buildings deemed "occupancy ready" by the department of licenses and inspections shall only be exempt from imposition of the annual registration fee for no more than 2 consecutive billing cycles. Except as provided in subsection (b)(3)(ix)(A) below, said fee shall be billed by the department of licenses and inspections and based on the duration of the vacancy as determined by the following scale:

(i.) No fee for properties that are vacant for less than one year;

(ii.) $500.00 for properties that are vacant for at least one year but less than two years;

(iii.) $1,000.00 for properties that are vacant for at least two years but less than three years;

(iv.) $5,000.00 for properties that are vacant for at least three years but less than four years;

(v.) $10,000.00 for properties that are vacant for at least four years but less than five years;

(vi.) $12,000.00 for properties that are vacant for at least five years, but less than six years;

(vii.) $14,000.00 for properties that are vacant for at least six years, but less than seven years;

(viii.) $16,000.00 for properties that are vacant for at least seven years, but less than eight years; and

(ix.) $18,000.00 for properties that are vacant for at least eight years, and an additional $2,000.00 for each year in excess of eight years.

(A) The vacant registration fee billed to a housing provider meeting the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code and who receives a vacant building directly from the city or who receives public funds from the city for the acquisition, rehabilitation or redevelopment of a vacant building shall not be based on the duration of the vacancy prior to the non-profit housing provider receiving the vacant building from the city or receiving the funds from the city, but rather from the time it received the vacant building or funds from the city. This provision shall be retroactive to May 1, 2003.

(B) The vacant registration fee billed to the purchaser of a property from the Wilmington Neighborhood Conservancy Land Bank Corporation shall not be based on the duration of the vacancy prior to purchase, but rather from the time the purchaser received the vacant building from the Wilmington Neighborhood Conservancy Land Bank Corporation.

(4) Appeal rights. The owner shall have the right to appeal the imposition of the registration fees to the Licenses and Inspection Review Board, upon filing an application in writing with the applicable $50.00 non-refundable filing fee to the Department of Licenses and Inspections no later than 30 calendar days after the date of the billing statement. On appeal, the owner shall bear the burden of providing satisfactory objective proof of occupancy, as defined in Section 34-500(b)(1)(C).

(5) One time waiver of registration fee. A one-time waiver of the registration fee, or an extension of a waiver for up to 12 months form the date of the billing statement immediately following the waiver, may be granted by the Commissioner of Licenses and Inspections upon application of the owner and upon review and advice of the law department, within 30 calendar days from the date of the bill for the registration fee, if the owner

(i.) Demonstrate with satisfactory proof that he/she is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; and

(ii.) Objectively demonstrates the anticipated length of time for the demolition, rehabilitation, or other substantial repair of the vacant building; or

(iii.) Provides satisfactory proof that he/she was actively attempting to sell or lease the property during the vacancy period.

(6) Four-year waiver. Upon application by the owner and satisfaction of subsection (b)(5) above, the commissioner may, upon advice and review of the law department, grant a one-time four year waiver of the registration fee, or an extension of a waiver for up to 12 months from the date of the billing statement immediately following the waiver, if the owner meets the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code.

With regard to an extension of a waiver only, the time period of the extension shall commence from the date of the billing statement (November 1 of the applicable calendar year) and, in no event, shall the extension exceed 12 months. An extension of a waiver shall only be granted once.

(7) Delinquent registration fees as a lien. After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to subsection (b) (4) above, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect such the unpaid debt.

(c) Duty to amend registration statement. If the status of the registration information changes during the course of any calendar year, it is the responsibility of the owner, responsible party or agent for the same to contact the department of licenses and inspections within 30 days of the occurrence of such change and advise the department in writing of those changes.

(d) Exceptions. This section shall not apply to any building owned by the United States, the state, the city, nor to any of their respective agencies or political subdivisions and the Wilmington Neighborhood Conservancy Land Bank Corporation.

(e) Violations; penalties.

(1) The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to pay any fees required to be paid pursuant to the provisions of this section, within 30 days after they become due, shall be subject to and liable for a fine pursuant to sec. 34-37.

(2) The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to register a vacant building as required by subsection (b)(3) above, shall be subject to and liable for a civil fine of $500.00.

(f) Abatement of delinquent vacant registration fees. Upon application of the owner, the city, in its discretion, may enter into an agreement with the owner of a vacant property whereby the city agrees to void all delinquent vacant registration fees owed by the owner if the owner obtains a certificate of occupancy or certificate of completion for the property within six (6) months of the date of the agreement such that the building may be lawfully occupied.

(1) Eligibility. At the time of application, the owner must provide the following documentation to the Commissioner of Licenses and Inspections:

(i) Proof that he or she owns the property; and

(ii) A detailed scope of the work required to obtain a certificate of occupancy or certificate of completion for the property; and

(iii) Objective, satisfactory proof that he or she has adequate funds and/or financing to complete all work necessary to obtain a

certificate of occupancy or certificate of completion within six (6) months of the date of the agreement; and

(iv) If applicable, satisfactory proof that a licensed contractor has been engaged to perform the required work; and

(v) Satisfactory proof that the intended use of the property conforms with all zoning requirements; and

(vi) The owner must be current on all other city obligations, including but not limited to charges related to taxes, water, sewer, stormwater, permits, registration fees, business licenses, parking tickets, civil penalties, and red light tickets.

(2) If the owner satisfies subsection (f)(1), and the city enters into an agreement with the owner as contemplated by subsection (f), the city shall not file a monition action against the subject property for the length of the agreement. However, the delinquent vacant registration fees shall remain a lien against the property.

(3) Delinquent vacant registration fees subject to the agreement contemplated by subsection (f) shall only be voided under this subsection if the owner obtains a certificate of occupancy or certificate of completion for the property within six (6) months of the date of the agreement such that the building may be lawfully occupied. If the owner fails to obtain a certificate of occupancy or certificate of completion within the six (6) month time period, the delinquent vacant registration fees remain liens on the property, and the property is subject to monition by the city.

(4) A decision by the city not to enter into an agreement under this subsection shall not be subject to appeal.

Secs. 34-211 – 34-230. – Reserved.

ARTICLE III. - MINIMUM STANDARDS AND REQUIREMENTS[2]

Footnotes:

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**Cross reference**— Lead paint, § 13-131 et seq.

DIVISION 1. - GENERALLY

Sec. 34-231. - Basic equipment and facilities.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

(1) *Kitchen sink.* Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to the city water and sewer system.

(2) *Toilet room, toilet and lavatory.* Every dwelling unit shall contain a room which affords privacy to a person with such room and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to the city water and sewer system.

(3) *Bathroom, bathtub* or *shower.* Every dwelling unit shall contain, within a room which affords privacy to a person within such room, a bathtub or shower in good working condition and properly connected to the city water and sewer system, and these facilities may be situate in the same room as those required by subsection (2) of this section.

(4) *Hot and cold water.* Every kitchen sink, lavatory basin and bathtub or shower required under the provisions of subsections (1), (2) and (3) of this section shall be properly connected with both hot and cold water lines.

(5) *Garbage disposal and garbage and rubbish storage facilities.* Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers and adequate rubbish storage facilities, the type and location of which are approved by the enforcement officer. Garbage shall be kept in storage containers separate from rubbish storage containers. Every dwelling unit shall have a sufficient number of metal or plastic containers covered with a watertight metal or plastic lid and of a capacity of not less than 15 gallons nor more than 100 gallons.

(6) *Water-heating facilities.* Every dwelling unit shall have supplied water-heating facilities which are properly installed, are maintained in a safe and good working condition, are properly connected with hot water lines required under the provisions of subsection (4) of this section, and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating facilities shall be capable of meeting the requirements of this subsection when the dwelling or dwelling unit heating facilities required under the provisions of section 34-234(5) are not in operation.

(7) *Means of egress.* Every dwelling unit shall have safe, unobstructed means of egress leading to safe and open space at ground level which complies with applicable city and state regulations.

(8) *Maintenance of plumbing and plumbing fixtures.* All plumbing, water closets and other plumbing fixtures in a dwelling unit shall be maintained in good order and repair and in accordance with the requirements of the city building code and plumbing code.

(9) *Penalty.* Any violation of this section is subject to a penalty pursuant to section 34-37. In accordance with section 34-37, any owner-occupant who violates this section shall not be subject to a civil fine as provided for in section 34-37(d), but rather shall only be subject to sections 34-37(a)-(c).

(Code 1968, § 34-41; Ord. No. 06-054(sub 1), § 3, 10-19-06)

Sec. 34-232. - Smoke-detection devices; requirements.

(a) *Installation required.*

(1) *Dwellings.* All structures and dwellings shall be equipped with smoke detectors and fire protection equipment as required by the provisions of chapter 4 and the city's building code.

(2) *Unlawful acts:* In addition to and not in lieu of any other provisions of this section and of this Code, it shall be unlawful for any person responsible for the installation of a smoke detector to fail to so install it. It shall be unlawful for any person to tamper with, damage or render inoperative, such as, but not exclusively, by disconnecting electrical wiring or by removing the batteries from any smoke detector.

(b) *Type of detection devices.* Detection devices shall be of the photo-electric or ionization type and shall be electric, 110 volts, alternating current, or battery-powered smoke detectors, Underwriters' Laboratory or Factory Mutual Approved.

(1) Electric units shall be direct-wired on a separate circuit on the line side of service equipment, immediately fused with proper size fuse. Detector wiring shall be minimum 14 gauge wire. All wiring shall comply with the National Electric Code and shall be performed by registered, licensed electricians.

(2) Battery-powered units shall be permitted only in structures built prior to 1983 or not substantially renovated since 1983. Where battery-powered units are permitted, the battery shall be of the type approved for the detector and shall provide a minimum of 12 months' service. Battery-powered units shall be equipped with an audible sounding device to alert occupants of the need for battery replacements. In rental dwelling units where battery-powered devices are permitted, after installation of the detection device at the landlord's expense, in accordance with subsection (a) of this section, it shall be the tenant's responsibility, unless otherwise provided in the tenant's lease agreement, to:

a. Make periodic inspections of the unit to determine that it is in proper working order;

b. Notify the landlord of any malfunction of such detection device which the landlord shall then repair or replace at his own expense; and

c. Replace the batteries when necessary during the entire term of the rental agreement.

(c) *Audible signal.* Detection devices shall be equipped with an audible sounding device that provides a steady signal with a minimum decibel rating of 85 decibels.

(d) *Number of devices required.* A minimum of one device shall be required in one-story and two-story single-family dwelling units. Dwelling units consisting of three or more stories shall be equipped with a minimum of two devices. Buildings containing two or more dwelling units shall be equipped with a minimum of one device for each individual dwelling unit. The minimum requirement of this section is that one detector shall be installed on the first floor level at or near the stairs leading to the second floor level, or one detector shall be placed at the second floor level at or near the top of the stairs. In dwellings having basements or cellars, an additional smoke detector shall be installed at or near the top of the stairs leading from the basement or cellar to the first floor level. This section shall not limit the number of detectors required in residential buildings, where the design, arrangement or configuration of the interior would require additional detectors in additional areas of the

protected premises, when in the judgment of the authority having jurisdiction, placement of additional detectors is necessary for the protection of the occupants.

(e) *Authority having jurisdiction.* The commissioner of licenses and inspections and the fire marshal shall have concurrent jurisdiction for purposes of enforcing compliance with this section. The authority vested in the commissioner of licenses and inspections for enforcement of the provisions of the housing and building codes for purposes of conformity with the provisions of this section may be delegated to the office of the fire marshal.

(f) *Supervision of enforcement.* All general contractors, subcontractors and their agents who install electric, 110-volt alternating-current powered smoke-detection devices shall be registered with the office of the city fire marshal in order to sell, distribute, furnish or install smoke-detection equipment within the city. It shall be the responsibility of the contractor, installer, or seller of electrical 110-volt, alternating current-powered smoke detectors to certify in writing to the commissioner of licenses and inspections that such device is in compliance with this section. This subsection shall not apply to persons who perform the actual installation of smoke detectors in dwelling units they own; however, such installations shall still require any applicable inspections required by the building code.

(Code 1968, § 34-41.1; Ord. No. 92-053(sub 1), § 21(b), 7-2-92)

**State Law reference—** Basic equipment and facilities, 31 Del. C. § 4116 et seq.; residential smoke detectors, 16 Del. C. § 1622 et seq.

Sec. 34-232.1. - Carbon monoxide alarm devices; requirements.

Every building of residential or mixed occupancy, in which there are one or more residential units, shall be equipped with approved carbon monoxide alarms in accordance with this chapter.

(1) *Location.* Not less than one approved carbon monoxide alarm shall be installed in each residential unit. The alarm shall be installed within 40 feet of each room used for sleeping purposes. The carbon monoxide alarm should be placed so it will be easily audible in all sleeping rooms. The carbon monoxide alarm shall be installed according to the manufacturer's instructions.

In every hotel and motel, one approved carbon monoxide alarm shall be installed for every 10,000 square feet of floor area, or fraction thereof, (1) on every floor on which a fossil fuel-burning boiler or furnace is located, and (2) on every floor on which sleeping rooms are heated by any type of warm air heating plant that burns fossil fuel. The floor area shall be computed separately for each floor. The carbon monoxide alarm should be placed so it will be easily audible to all sleeping rooms. The carbon monoxide detector shall be installed according to the manufacturer's specifications.

(2) *Exemptions.* The following residential units and hotels/motels shall not be required to have carbon monoxide alarms:

a. A residential unit in a building or hotel/motel that does not rely on combustion of fossil fuel for heat, ventilation or hot water, and is not sufficiently close to any ventilation source of carbon monoxide, as determined by the commissioner of

licenses and inspections or his or her designee, to receive carbon monoxide from that source.

b. A residential unit or hotel/motel that:

1. Is heated by steam, hot water or electric heat;

2. Is not connected by ductwork or ventilation shafts to any room containing a fossil fuel-burning boiler or heater; and

3. Is not sufficiently close to any ventilated source of carbon monoxide, as determined by the commissioner of licenses and inspections or his designee, to receive carbon monoxide from that source.

(3) *Dwelling units heated by space heaters.* Each dwelling unit or hotel/motel employing space heating equipment that is located within the dwelling unit or hotel/motel room and that burns fossil fuel shall be equipped with at least one carbon monoxide alarm. The carbon monoxide alarm should be installed according to the manufacturer's specifications.

(4) *Standards.* Every approved carbon monoxide alarm shall comply with all applicable federal and state regulations, and shall bear the label of a nationally recognized standard testing laboratory, and shall meet the standard of UL 2034 or its equivalent. The commissioner of licenses and inspections may issue rules and regulations not inconsistent with the provisions of this chapter, for the implementation and administration of the provisions of this chapter relating to carbon monoxide alarms.

(5) *Battery removal violations.* It shall be unlawful for any person to remove batteries from a carbon monoxide alarm required under this chapter, or in any way to make inoperable a carbon monoxide alarm required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries.

(6) O*wner's and tenant's responsibilities.* The owner of a structure shall install the carbon monoxide alarm(s) and supply required carbon monoxide testing and maintenance information to at least one adult tenant in each dwelling unit. The tenant shall test, provide general maintenance, and replace required batteries for carbon monoxide alarms located in the tenant's dwelling unit.

(7) *Building heated by central fossil fuel powered heating unit.* The owner or owner's agent of every residential building with more than one unit within the building that is heated by one main central fossil fuel powered heating unit, and that is not exempted under this section, shall install one approved carbon monoxide alarm on the floor containing the central heating unit. The owner shall test, provide general maintenance, and replace required batteries for carbon monoxide alarms located in this area. The carbon monoxide alarm shall be installed according to the manufacturer's instructions.

(8) *Fossil fuel defined.* Whenever used in this chapter, the term "fossil fuel" shall include coal, natural gas, kerosene, oil, propane and wood.

(Ord. No. 01-003(sub 1), § 1, 3-15-01)

Sec. 34-233. - Mobile home fire safety requirements.

Any mobile home shall be equipped with smoke detection devices as described in section 34-232 of both the electric type and the battery-powered type as backup detection devices, both of which detection devices shall be located outside of bedrooms, between the bedrooms, and the living room. Each mobile home shall be equipped with at least one handheld fire extinguisher to be located in the kitchen area. No propane bottled gas shall be permitted in any mobile home unless an alternative fuel supply is not available. No portable kerosene stove or other fuel burning portable appliances for heating or cooking shall be permitted; portable means any stove except one designed for and connected to a flue outlet. Each mobile home shall be equipped with an automatic sprinkler system of a type approved by the commissioner of licenses and inspections and the fire department. Violations of this section shall be punishable as provided in section 34-232 for violations of that section.

(Code 1968, § 34-41.2)

**State Law reference—** Fire safety requirements, 31 Del. C. § 4118.

Sec. 34-234. - Light, ventilation and heating; pest control.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) *Window or skylight for light in habitable rooms.* Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be ten percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least ten percent of the total floor area of such room.

(2) V*entilation of habitable rooms.* Every habitable room shall have at least one window or skylight which can easily be opened, or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to at least 50 percent of the minimum window area size or minimum skylight-type window size, as required in subsection (1) of this section, except where there is supplied some other device affording adequate ventilation and approved by the enforcement officer.

(3) *Light and ventilation for bathrooms, etc.* Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms contained in subsections (1) and (2) of this section.

(4) *Electrical outlets and fixtures.* Every habitable room of any dwelling shall contain at least one electric convenience outlet. Every such outlet and fixture shall be properly

installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.

(5) *Heating facilities generally.* Every dwelling shall have supplied heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit, at a distance of three feet above flood level when the outdoor temperature is at or above zero degrees Fahrenheit.

(6) *Space heater requirements.* Every supplied space heater shall comply with all of the following requirements:

a. No space heater burning solid, liquid or gaseous fuels shall be of the portable type.

b. Every space heater burning solid, liquid or gaseous fuel shall be properly vented to a chimney or duct leading to outdoor space.

c. Every space heater shall have a fire-resistant panel beneath it.

d. Every space heater shall comply with all the requirements of the building code and fire code of the city and the equipment shall be approved by the electrical department of the Middle Department Association of Fire Underwriters.

(7) *Minimum temperatures.* Every owner or operator of any dwelling who rents, leases or lets for human habitation any dwelling unit contained within such dwelling on terms, either expressed or implied, to supply or furnish heat to the occupants thereof, shall maintain therein a minimum temperature of 68 degrees Fahrenheit between the hours of 6:00 a.m. and 10:00 p.m. of each day and 60 degrees Fahrenheit between the hours of 10:00 p.m. and 6:00 a.m. of each day, whenever the outdoor temperature shall fall below 50 degrees Fahrenheit during such hours. Whenever a dwelling is heated by means of a furnace, boiler or other heating apparatus under the control of the owner or operator of the dwelling, such owner or operator, in the absence of a written contract or agreement to the contrary, shall be deemed to have contracted, undertaken or bound himself to furnish heat in accordance with the provisions of this subsection to every dwelling unit which contains radiator, furnace heat duct outlets or other heating apparatus outlets.

(8) *Lighting of public halls and stairways.* Every common area, public hall and stairway in every multiple dwelling containing three or more dwelling units shall be adequately lighted at all times. Every common area, public hall and stairway in structures devoted solely to dwelling occupancy and containing not more than two dwelling units may be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on when needed, instead of fulltime lighting. The owner or operator shall have the following responsibilities:

a. The owner or operator of any multiple dwelling shall have the duty of providing and the responsibility for proper maintenance of the structure's lighting system.

b. The owner or operator shall be responsible for having the wiring in the lighting system so arranged that the owner or operator is the party directly responsible for payment of all utility charges for that part of the lighting system by which the

lighting required in this section of all common areas, public halls and stairways is provided.

(9) *Screens, etc.—For insect control.* During that portion of each year when the enforcement officer deems it necessary for protection against mosquitoes, flies and other insects, every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall be supplied with screens covering at least 33 percent of the window area; provided, that such screens shall not be required during such periods in rooms deemed by the enforcement officer to be located high enough in the upper stories of buildings as to be free from such insects, and in rooms located in areas of this city which are deemed by the enforcement officer to have so few such insects as to render screens unnecessary. This subsection shall not apply to those buildings which have central air conditioning approved by the building official.

(10) *Same—For rodent control.* Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance.

(11) *Penalty.* Any violation of this section is subject to a penalty pursuant to section 34-37. In accordance with section 34-37, any owner-occupant who violates this section shall not be subject to a civil fine as provided for in section 34-37(d), but rather shall only be subject to sections 34-37(a)-(c).

(Code 1968, § 34-42)

**State Law reference—** Light, ventilation and space requirements, 31 Del. C. § 4115; extermination, 31 Del. C. § 4121.

Sec. 34-235. - Space, use and location requirements.

No person shall occupy or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) *Floor space of dwelling units.* Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, regardless of age, the floor space to be calculated on the basis of total habitable room area, exclusive of stairways.

(2) *Floor space of sleeping rooms.* In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant thereof.

(3) *Use of cellar space.* No cellar space shall be used as a habitable room or dwelling unit unless it fully complies with the building code as adopted and amended in chapter 4 of this Code and the floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.

(4) *Use of basement space.* No basement space shall be used as a habitable room or dwelling unit unless it shall have been shown to the satisfaction of the building official to comply with the building code as adopted and amended in chapter 4 of this

Code and the floors and walls are impervious to leakage of underground and surface runoff of water and are insulated against dampness.

(Code 1968, § 34-43)

**State Law reference**— Space requirements, 31 Del. C. § 4115.

Sec. 34-236. - Responsibilities of owners.

(a) No person shall own a building or structure within the city which does not comply with the following requirements, particularly with respect to any evidence of decay of any of the items enumerated:

(1) *Foundations, exterior walls and roofs.* Every foundation, exterior wall and roof shall be weathertight, watertight, rodentproof and insectproof. Any evidence of decay of a foundation, exterior wall or roof shall be a violation of this section.

(2) *Interior partitions, walls, floors and ceilings.* Every interior partition, wall, floor and ceiling shall be capable of affording privacy and shall be kept in a good state of repair and in a clean and sanitary condition. Any evidence of decay shall be a violation of this section.

(3) *Drainage and removal of rain water from roofs.* All rain water shall be so drained and conveyed from every roof so as to not cause dampness in the walls, ceilings or floors of any habitable room or of any bathroom, toilet room or floors of any habitable room or of any bathroom, toilet room, basement or cellar. Any evidence of decay of a roof shall be a violation of this section.

(4) *Windows, exterior doors and basement hatchways.* Every window, exterior door and basement hatchway shall be weathertight and rodentproof. Any evidence of decay of a window, exterior door or basement hatchway shall be a violation of this section.

(5) *Exterior wood and metal surfaces.* All exterior wood and metal surfaces shall be protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike fashion. Any evidence of decay such as cracking, scaling, peeling or loose paint or decay of any other protective coating, regardless of the type of surface painted or upon which any other protective coating has been placed, shall be a violation of this section. With regard to surfaces other than wood or metal, once the decaying paint or protective covering is removed, a property owner shall repaint or re-apply any other protective coating if a protective coating is necessary to protect the surface from decay or otherwise make it weather tight.

(6) *Stairways, porches, etc.* Every inside and outside stairway, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon. Any evidence of decay of a stairway, porch, etc., shall be a violation of this section.

(7) *Plumbing fixtures; water and waste pipes.* Every supplied plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition. Any evidence of decay of such plumbing fixture, water pipe or waste pipe shall be a violation of this section.

(8) *Chimneys and smoke pipes.* Every chimney and every supplied smoke pipe shall be adequately supported.

(9) *Toilet room and bathroom floors.* Every toilet room, floor surface and bathroom floor surface shall be maintained so as to be impervious to water and shall be kept in a clean and sanitary condition.

(10) *Facilities, equipment and utilities generally.* Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function properly and shall be maintained in good working condition.

(11) *Removing, discontinuing, etc., services, facilities, equipment or utilities.* No owner or operator shall cause any service, facility equipment or utility which is required to be supplied under the provisions of this chapter to be removed from, shutoff from or discontinued for any occupied building, except for such temporary interruption as may be necessary while actual repairs, replacements or alterations are in the process of being made.

(12) *Pest control.* Every owner of a building shall be responsible for the extermination of insects, rodents or other pests on the premises. Whenever infestation exists in any building or any part of any building, extermination thereof shall be the responsibility of the owner and extermination must be performed by a licensed exterminator.

(13) *Cleanliness, etc., of communal, shared or public areas.* Every owner of a building shall be responsible for maintaining in a clean and sanitary condition all communal, shared or public areas of the building and the premises thereof.

(14) *Cleanliness, etc., of occupied buildings generally.* No owner shall occupy or rent to any other person for occupancy or allow any other person to occupy any vacant building or any part thereof, unless it is clean, sanitary and in compliance with all provisions of this chapter and all rules and regulations promulgated pursuant thereto.

(15) *Open ditches or excavations.* All open ditches or excavations that present a safety or health hazard shall be filled or protected to eliminate such hazard.

(16) *Drainage generally.* All parts of all buildings and premises shall be so drained as to prevent unsanitary accumulation of water in cellars or basements or any nuisance to or excessive drainage upon sidewalks and adjoining properties.

(17) *Fences.* All fences located on an individual's property shall be maintained in good condition. Evidence of disrepair such as large holes, collapsed sections, missing sections, missing or broken railings and/or posts, shall be a violation of this section.

(b) Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or

regulation, shall be subject to a penalty pursuant to section 34-37 and any applicable remediation costs.

(c) Each week's failure to comply with any order of the commissioner of licenses and inspections, based upon the provisions of this section, or the provisions of any rule or regulation adopted by the department of licenses and inspections before the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

(d) When, in the opinion of the commissioner of licenses and inspections, the structural integrity of any structure is potentially compromised, the commissioner of licenses and inspections may order that a structural analysis be performed by a licensed structural engineer to determine the integrity of the structure. The structural engineer shall submit a detailed report on how to repair or address any hazardous situation presented by such structure. The cost of the structural engineer's report shall be classified as an enforcement cost and shall be recoverable from the owner of the property.

(Code 1968, § 34-44; Ord. No. 97-092, § 1, 12-4-97

**State Law reference**— Responsibilities of owners and occupants, 31 Del. C. § 4120.

Sec. 34-237. - Responsibilities of occupants; penalties for violations.

(a) The occupants of every dwelling or dwelling unit shall comply with the following requirements:

(1) *Cleanliness and sanitation generally.* Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

(2) *Disposal of rubbish.* Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required by sections 34-231 and 13-7.

(3) *Disposal of garbage.* Every occupant of a dwelling or dwelling unit shall dispose of all his garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers required by sections 34-231 and 13-7.

(4) *Screens, storm doors and windows.* Every occupant of a dwelling or dwelling unit shall be responsible for handling all screens and double or storm doors and windows whenever the same are required under the provisions of this chapter or of any rule or regulation adopted pursuant thereto, except where the owner has agreed to supply such service.

(5) *Pest control.* Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. The owner's responsibilities are as follows:

(a) Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a ratproof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

(b) Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

(6) *Plumbing fixtures.* Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

(7) H*eating facilities.* Every occupant of a dwelling unit shall be responsible for the exercise of reasonable care, proper use and proper operation of supplied heating facilities.

(8) *Care and use generally.* Every occupant of a dwelling unit which is let or rented from another shall be responsible for the exercise of reasonable care and the proper use of the dwelling unit and its component parts and supplied facilities and equipment such as screens, screen doors, garbage and rubbish containers. No occupant of a dwelling unit which is let or rented from another shall neglect the maintenance of the dwelling unit such that it has an injurious effect on the health, safety or welfare of the occupants themselves or of immediate neighbors.

(b) Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be subject to a penalty pursuant to section 34-37 and any applicable remediation costs.

(c) Each week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this section or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

(Code 1968, § 34-45; Ord. No. 06-054(sub 1), § 3, 10-19-06)

**State Law reference—** Responsibilities of owners and occupants, 31 Del. C. § 4120.

Secs. 34-238—34-265. - Reserved.

DIVISION 2. - PREREQUISITES TO COMPLIANCE[3]

Footnotes:

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**Editor's note**— Ord. No. 06-054(sub 1), §§ 4, 5, adopted Oct. 19, 2006, repealed sections 34-267, 34-268, in their entirety and renumbered former sections 34-269—34-278 as new sections 34-267—34-276. Former sections 34-267, 34-268 pertained to garbage and rubbish storage and disposal, and derived from the Code of 1968, §§ 34-47, 34-48.

Sec. 34-266. - Plumbing and plumbing fixtures.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to plumbing and plumbing fixtures unless the following requirements are met:

(1) *Contamination of water supply generally.* All plumbing is so designed and installed as to prevent contamination of the water supply through backflow, backsiphonages and any other method of contamination.

(2) *Direct connection to nonpotable water supply.* All plumbing is so designed and installed that no potable water supply line or plumbing fixture is directly connected to a nonpotable water supply.

(3) *Cross-connections.* Every water supply line is so constructed that there is no possibility of a cross-connection between a potable and a nonpotable water supply line in accordance with the building code.

(4) *Condition of water supply lines, valves.* Every water supply line is in good working condition and every valve therein is in good working condition.

(5) *Water supply inlets.* Every water supply inlet is located above the flood level of any installed sink, lavatory, bathtub or automatic washing and similar water-using fixture, or above some unobstructible overflow thereof; and there are no submerged inlets, except submerged inlets installed with a vacuum breaker of a type approved by the enforcement officer.

(6) *Traps in waste lines.* The waste line of every water-using fixture is trapped.

(7) *Draining and condition of waste line drains.* Every waste line drains freely without obstruction or leaks.

(8) *Maintenance and cleanliness generally.* All plumbing and plumbing fixtures are maintained in good working condition, and all plumbing fixtures are kept clean.

(9) *Water pressure.* Water pressure is adequate when it permits a flow of two gallons per minute of water from any open water faucet at all times.

(10) *Construction, etc., of flush toilets.* Every flush water closet or toilet shall be constructed with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.

(Code 1968, § 34-46; Ord. No. 92-053(sub 1), § 21(f), 7-2-92)

**State Law reference**— Plumbing requirements, 31 Del. C. § 4116.

Sec. 34-267. - Gas facilities.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to gas facilities unless the following requirements are met:

(1) *Venting.* All gas-burning hot water heaters and space heaters are properly vented to a chimney or duct leading to outdoor space.

(2) *Condition of pipes generally.* Every gas pipe is sound and tightly put together, with no leaks.

(3) *Corrosion or obstruction of pipes.* No gas pipe is corroded or obstructed so as to reduce gas pressure or volume.

(4) *Pipe material.* Every gas appliance is connected to a gas line with metal piping.

(5) *Gas pressure.* Gas pressure is adequate to permit a proper flow of gas from all open gas valves at all times.

(Code 1968, § 34-49; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-268. - Electric wiring and facilities generally.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to electric wiring and facilities unless the following requirements are met:

(1) *Insulation of wire.* Every exposed electric wire has insulation which is in good condition.

(2) *Installation of switch and outlet plates.* Every switch plate and outlet plate is properly fastened in position.

(3) *Short circuits, etc.* No short circuit or break exists in any electric line.

(4) *Functioning, etc., of fixtures and outlets.* Every fixture and outlet functions properly and is properly fastened in place.

(5) *Shock hazards.* No obvious shock hazard exists. In order to eliminate the potential for shock hazards, particularly in bathrooms and kitchens, the installation and maintenance in good order of ground fault circuit interrupters (GFCIs), as defined in the National Electrical Code 1996 Edition, shall be required in all dwelling units.

(6) *Temporary wiring.* No temporary wiring is used, except extension cords which run directly from portable electric fixtures to convenience outlets, and which do not lie underneath floor-covering materials or extend through doorways, transoms or other similar apertures through structural elements.

(Code 1968, § 34-50; Ord. No. 98-037, § 1, 4-2-98; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference—** Electrical facilities, 31 Del. C. § 4118.

Sec. 34-269. - Heating and heating facilities generally.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to heating and heating facilities unless the following requirements are met:

(1) *Central systems generally.* When the dwelling or dwelling unit is heated by a central heating system:

a. The central heating unit is in good operating condition.

b. Every heat duct, steam pipe and hot water pipe is free of leaks and functions so that adequate heat is delivered where intended.

c. Every seal between the sections of a hot air furnace is in good repair.

(2) *Portable heaters.* There are no portable heaters burning solid, liquid or gaseous fuels.

(3) *Smoke pipes and chimneys.* Every smoke pipe and every chimney is adequately supported and maintained in such condition that there will be no leakage or backing up of noxious gases.

(Code 1968, § 34-51; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Heating facilities, 31 Del. C. § 4117.

Sec. 34-270. - Lighting.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to lighting unless every public hall, stairway and foyer has sufficient lighting through windows or from electric lights to provide illumination of at least one foot-candle on every part of such areas at all times of the day and night, except as otherwise provided by section 34-234(8).

(Code 1968, § 34-52; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Lighting requirements, 31 Del. C. § 4115.

Sec. 34-271. - Insect and rodent control.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to exclusion of insects and rodents unless it complies with sections 34-234(9) and 34-234(10) and with the requirement that every basement or cellar window shall be supplied with a heavy wire screen of not larger than one-fourth-inch mesh.

(Code 1968, § 34-53; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Extermination, 31 Del. C. § 4121.

Sec. 34-272. - Roofs.

The roof of every dwelling shall be tight and have no defects that admit rain.

(Ord. No. 92-053(sub 1), § 21(g)(34-54), 7-2-92; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Roofs, 31 Del. C. § 4113(f).

Sec. 34-273. - Stairs and porches.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to stairs and porches unless the following requirements are met:

(1) *Holes, grooves and cracks.* Every flight of stairs and porch is free of holes, grooves and cracks which are large enough to constitute possible accident hazards.

(2) *Rails generally.* Every stairwell, and every flight of stairs which is more than three risers high, has rails not less than two feet, six inches, measured vertically from the nose of the treads to the top of the rail, and every porch which is more than three risers high has rails not less than three feet, six inches above the platform.

(3) *Fastening and maintenance of rails, etc.* Every rail and balustrade is firmly fastened and is maintained in good condition.

(4) *Settling, etc.* No flight of stairs has settled more than one inch out of its intended position or has pulled away from supporting or adjacent structures.

(5) *Supports.* No flight of stairs has rotting or deteriorating supports.

(6) *Treads, height.* The treads of every flight of stairs are uniform in height and comply with the building code as adopted and amended in chapter 4 of this Code.

(7) *Condition, etc., generally.* Every stair tread is sound and is securely fastened in position.

(8) *Strength.* Every stair tread is strong enough to bear a concentrated load of at least 400 pounds without danger of breaking through.

(9) *Porches, floors.* Every porch has a sound floor.

(10) *Porch supports.* No porch has rotting or deteriorating supports.

(Code 1968, § 34-56; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-274. - Bathroom and water closet compartment floors.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to water closet compartment and bathroom floors unless every water closet compartment floor and bathroom floor is made of terrazzo, tile, smooth concrete, dense hardwood with tightly fitting joints, rubber, asphalt tile, linoleum or other similar material providing a surface which is reasonably impervious to water and is easily cleanable; or such floor is made of one of the denser soft woods, with tightly fitting joints, and is covered with varnish, lacquer or other similar coating providing a surface which is reasonably impervious to water and is easily cleanable.

(Code 1968, § 34-57; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Plumbing facilities, 31 Del. C. § 4116.

Sec. 34-275. - General sanitation.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to general sanitation unless the following requirements are met:

(1) *Floors and floor coverings.* Every floor and floor covering is kept reasonably clean and is not littered or covered with dirt, dust, garbage, human or animal fecal matter, or any other unsanitary thing.

(2) *Walls and ceilings.* Every wall and ceiling is reasonably clean and is not littered or covered with dust, dirt, cobwebs or greasy film.

(3) *Stagnant water.* No stagnant water is allowed to accumulate or stand anywhere about the premises.

(Code 1968, § 34-58; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-276. - All windows to be operable.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to windows unless every window is operable and readily opened and closed. The requirements of this section shall mean that both parts of a double-hung window shall be moveable up and down and that any window that opens outward or that opens inward shall be maintained so as to do so. This provision shall apply to type R-3 one- and two-family dwellings only.

(Ord. No. 98-077, § 1, 7-30-98; Ord. No. 98-135, § 1, 11-20-98; Ord. No. 06-054(sub 1), § 5, 10-19-06; Ord. No. 14-023, § 1, 6-5-14)

Secs. 34-277—34-300. - Reserved.

ARTICLE IV. - HOTELS AND ROOMING HOUSES[4]

Footnotes:

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**Cross reference—** Rooming house license, § 5-91.

DIVISION 1. - GENERALLY

Sec. 34-301. - Compliance required.

No person shall operate a hotel or a rooming house, or shall occupy or let to another for occupancy any hotel unit in any hotel or any rooming unit in any rooming house, except in compliance with the provisions of every section of this chapter except the provisions of section 34-231 and section 34-237.

(Code 1968, § 34-59)

Sec. 34-302. - Operation and occupancy of rooming houses, generally.

(a) Every rooming unit located within a rooming house shall comply with the requirements for dwelling units as established in accordance with the provisions of this chapter, and rooming houses shall, in addition, be subject to the following special requirements:

(1) Each rooming house owner or operator within the city shall file, on or before January 1 of each year, a notarized registration statement listing the street address and parcel number of each such rooming house and the number of rooming units therein, together with an annual registration of rooming house fee of $100.00 per rooming house. Such registration fee is in addition to and not in lieu of the license fee requirements of chapter 5 of this Code and is in addition to and not in lieu of the permit fee requirements of this article. Such registration statement and fees shall be filed with the revenue division of the department of finance.

(2) The department of licenses and inspections and the fire department shall inspect such registered rooming houses at least once per year.

(b) *Standards of operation.*

(1) The floor space requirements for rooming houses shall be a minimum of 70 square feet per rooming unit, except in instances of occupancy by more than one person in which case the minimum floor space requirements shall be 70 square feet per person occupying such room unit.

(2) Each floor of a rooming house shall be equipped with a smoke detector of the hard wired variety, an emergency lighting system, and at least one fire extinguisher; in addition, at least one smoke detector shall be installed in the basement of the rooming house building.

(3) Each floor of a rooming house shall have a common hallway, and each individual rooming unit shall contain at least one window; in addition, fire escapes shall be provided to service the third floor of a building where rooming units exist, with unobstructed access to such fire escapes. In no case shall access to any fire escape be located solely within a rooming unit or within or through any other private or normally closed room.

(4) Partitions used in rooming house construction shall consist of two-by-four wood or steel studs and shall be covered on both sides with one hour fire-rated drywall.

(5) The use of paneling in buildings dedicated to rooming house use is prohibited unless such paneling or any finish wall covering carries a minimum class C fire rating; in no case shall paneling be permitted in common hallway or stairway areas and the commissioner of licenses and inspection shall be empowered to order the removal of paneling from such common areas.

(6) Common doorways between adjoining rooming house buildings shall be permitted only with the specific approval of the commissioner of licenses and inspections; any such doorway between rooming house buildings shall be equipped with a fire-rated class B door and permission shall be granted by the commissioner only upon a showing of exceptional need for the same by the owner or operator thereof.

(7) A common or central kitchen facility in a rooming house may be maintained on an optional basis, but only after securing specific permission to do so from the city's

department of licenses and inspections; in no case shall the use of hot plates or similar portable cooking devices be permitted in a rooming unit, or in any other area of a rooming house.

(8) In addition to and not in lieu of the requirements of section 34-338, the department of licenses and inspections and the fire marshal's office shall inspect or cause to be inspected the electrical system in rooming houses and shall order the upgrading of such electrical system if such upgrading is necessary to meet the demands to be placed upon the electrical system and to assure the safety of rooming house occupants and nearby residents.

(Code 1968, § 34-59.1; Ord. No. 92-053(sub 1), § 21(h), 7-2-92)

Sec. 34-303. - Guest register.

The operator of a hotel or a rooming house shall keep a list of all occupants up to date at all times in a permanently bound volume and such volume shall be available for inspection by the commissioner of licenses and inspections or his authorized representative.

(Code 1968, § 34-60)

Sec. 34-304. - Toilet, etc., facilities.

At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system, approved by the enforcement officer and in good working condition, shall be supplied for each six persons or fraction thereof residing within a hotel and for each four persons or fraction thereof residing within a rooming house, excluding members of the operator's family who shall have their own facilities; provided, that in a hotel or rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the enforcement officer. All such facilities shall be located within a room which affords privacy and when not provided within a hotel unit or rooming unit, they shall not be more than one story removed from the hotel unit or rooming unit intended to be served by such facilities.

(Code 1968, § 34-61)

Sec. 34-305. - Bedding and towels.

The operator of every hotel or rooming house shall change supplied bed linen and towels therein at least once each week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Code 1968, § 34-62)

Sec. 34-306. - Floor space requirements for hotels.

Every room in a hotel occupied for sleeping purposes by one person shall contain at least 70 square feet of floor space, and every such room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor space for each occupant thereof.

(Code 1968, § 34-63)

Sec. 34-307. - Means of egress generally.

Every hotel unit and every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level as required by the enforcement officer or the fire marshal.

(Code 1968, § 34-64)

Sec. 34-308. - Separate access required.

There shall be for each dwelling unit and for each rooming unit in a rooming house and for each hotel unit in a hotel a separate access either to a hallway, landing, stairway or street.

(Code 1968, § 34-65)

Sec. 34-309. - Maintenance generally.

The operator of every hotel or rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the hotel or rooming house. He shall be further responsible for the sanitary maintenance of the entire premises when the entire structure or building is leased or occupied by the operator.

(Code 1968, § 34-66)

Sec. 34-310. - Dwelling units to comply with established requirements.

Every dwelling unit located within a hotel or a rooming house shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this chapter.

(Code 1968, § 34-67)

Sec. 34-311. - Preparing or cooking food in hotels—Generally.

No occupant of a hotel shall prepare or cook food in a hotel unless such food is prepared or cooked in a dwelling unit contained therein.

(Code 1968, § 34-68)

Sec. 34-312. - Same—Communal kitchens prohibited.

No communal kitchen shall be contained in any hotel.

(Code 1968, § 34-69)

Sec. 34-313. - Preparing or cooking food in sleeping rooms of rooming houses.

Food shall not be prepared or cooked in any room in a rooming house used for sleeping purposes.

(Code 1968, § 34-70)

Secs. 34-314—34-335. - Reserved.

DIVISION 2. - OPERATION PERMIT

Sec. 34-336. - Required.

(a) No person shall operate a hotel or a rooming house unless he holds a valid hotel permit or rooming house permit, issued by the commissioner of licenses and inspections in the name of such operator and for the specific dwelling or dwelling unit. The operator shall apply to the commissioner of licenses and inspections for such permit, which shall be issued by such commissioner upon compliance by the operator with the applicable provisions of this chapter and of any rules and regulations adopted pursuant thereto. Such permit shall be displayed in a conspicuous place within the hotel or rooming house at all times. No such permit shall be transferable.

(b) Every person holding such a permit shall give notice in writing to the commissioner of licenses and inspections within 24 hours after having sold, transferred, given away or otherwise disposed of ownership of, interest in, or control of any hotel or rooming house. Such notice shall include the name and address of the person succeeding to the ownership or control of such hotel or rooming house. The new owner or operator of a hotel or a rooming house shall also notify the commissioner of licenses and inspections within ten days of any transfer of such hotel or rooming house to the new owner. Every hotel permit and every rooming house permit shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as provided by this article.

(Code 1968, § 34-71)

Sec. 34-337. - Application generally.

The application for a hotel permit or a rooming house permit as required by this article shall be made on forms furnished by the department of licenses and inspections. Such application shall include:

(1) The name and address of the operator and the name and address of the owner if the operator is not the owner.

(2) The location of the hotel or rooming house including the street and number of each entrance.

(3) The number of hotel units or rooming units occupied or available for occupancy and the number of persons who may be accommodated in accordance with the occupancy provisions of this chapter and with the provisions of other applicable municipal ordinances and regulations.

(4) Such other information as the commissioner of licenses and inspections may require.

(Code 1968, § 34-72)

Sec. 34-338. - Fire marshal's certificate to accompany application.

Every applicant for a hotel permit or a rooming house permit as required by this article shall procure from the fire marshal a certificate to the effect that the buildings and premises for which the permit is desired are free from fire hazards and comply with all provisions of chapter 12 and other fire laws, ordinances and rules and regulations applicable thereto and designed for fire protection and control. Such certificate shall be filed with the commissioner of licenses and inspections at the time the application for a permit is made.

(Code 1968, § 34-73)

Sec. 34-339. - Application fees.

Accompanying the application for a rooming house permit or a hotel permit, as required by this article, there shall be an initial application fee in the amount of $10.00 for the initial application plus $5.00 for each rooming unit within a rooming house and $5.00 for each hotel unit within a hotel. There shall be no annual renewal fees.

(Code 1968, § 34-74)

Sec. 34-340. - Hearing upon denial of application.

Any person whose application for a permit to operate a hotel or a rooming house has been denied may request and shall be granted a hearing on the matter before the board of licenses and inspections review under the procedure provided by section 34-34.

(Code 1968, § 34-75)

Sec. 34-341. - Issuance generally.

A hotel permit or a rooming house permit shall be issued by the commissioner of licenses and inspections to the operator or owner upon reasonable proof:

(1) That the hotel or rooming house complies with the applicable provisions of this chapter and with the rules and regulations issued thereunder and with other applicable municipal ordinances and regulations; and

(2) That a certificate of occupancy and a certificate of zoning have been issued by the department of licenses and inspections pursuant to the provisions of chapter 48 of this Code.

(Code 1968, § 34-73)

Sec. 34-342. - Effect of issuance.

The issuance of a hotel permit or a rooming house permit under this article shall not in any way signify or imply that the hotel or rooming house conforms with the zoning ordinance of the city, the building code of the city or other municipal or state regulations.

(Code 1968, § 34-77)

Sec. 34-343. - Procedure for suspension.

Whenever upon inspection of any hotel or rooming house the enforcement officer finds that conditions or practices exist which are in violation of any provision of this chapter or of any rule or regulation adopted pursuant thereto, the enforcement officer shall give notice in writing to the operator of such hotel or rooming house that unless such conditions or practices are corrected within a reasonable period, to be determined by the enforcement officer, the operator's hotel permit or rooming house permit will be suspended. At the end of such period the enforcement officer shall reinspect such hotel or rooming house, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing to the operator that the latter's permit has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such hotel or rooming house, and no person shall occupy for sleeping or living purposes any hotel unit or rooming unit therein.

(Code 1968, § 34-78)

# EXHIBIT B

# Chapter 34 – HOUSING AND BUILDING MAINTENANCE CODE[1]

Footnotes:

--- (1) ---

**Charter reference**— General powers of city, § 1-102.

**Cross reference**— Buildings and building regulations, ch. 4; businesses, ch. 5; regulation of owners, operators or lessors of mobile homes or mobile home lots, § 5-100; consumer protection, ch. 9.

**State Law reference**— Landlord-tenant code, 25 Del. C. § 5101 et seq.; Delaware State Housing Code, 31 Del. C. § 4101 et seq.

## ARTICLE I. - IN GENERAL

### Sec. 34-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Basement* means a portion of a building located partly underground, but having 3½ feet or more of its floor-to-ceiling height above the average level of the adjacent finished grade.

*Building* means a structure enclosed with exterior walls or fire walls, built, erected, or framed of component structural parts, designed for the housing shelter, enclosure or support of individuals, animals or property of any kind. When used herein "building" and "structure" shall be interchangeable except where the context clearly indicates otherwise.

*Cellar* means a portion of a building located partly or wholly underground, and having less than 3½ feet of its floor-to-ceiling height above the average level of the adjacent finished grade.

*Civil fine* shall mean a fine of $250 unless another amount is specified in this Chapter. Where the Code provides alternative penalties or remedies, civil fines shall be cumulative and the imposition of any civil fines shall not prevent the appropriate City agency from invoking any other penalty or remedy provided for in the Code.

*Dwelling* means any house or building or portion thereof which is used or intended to be used in whole or in part as a home, residence or sleeping place of one or more human beings, either permanently or transiently.

*Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, including a mobile home for single-family use which meets the requirements of the building and zoning codes.

*Enforcement officer* means the commissioner of licenses and inspections of the department of licenses and inspections of the city or his authorized representatives.

*Extermination* means the control and elimination of insects; rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve

as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the enforcement officer.

*Family* means one adult occupant plus one or more persons who are legally related to such occupant as husband or wife, son or daughter, mother or father, mother-in-law or father-in-law, brother or sister, or any foster child or ward.

*Garbage* means animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

*Habitable room* means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

*Hotel* means any dwelling, or that part of any dwelling, in which sleeping accommodations are offered for pay by the owner or operator to four or more persons who are transients.

*Hotel unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping in a hotel, but not for cooking.

*Infestation* means the presence, within or around a dwelling, of any insects, rodents or other pests.

*Multiple dwelling* means any dwelling containing more than one dwelling unit.

*Occupant* means any person, over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

*Operator* means any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

*Owner* means any person who, alone or jointly or severally with others, shall have:

(1) Legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

*Plumbing* means all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

*Premises* means a lot, piece or parcel of land including the buildings or structures thereon.

*Rental dwelling unit* means any room or group of rooms located within one or more buildings and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, and which is let or rented to another for the purpose of living therein. Rental property shall have the same meaning as rental dwelling unit.

*Remediation costs* shall mean any and all costs and expenses incurred by the City of Wilmington to eliminate or remedy a violation of this chapter, including but not limited to, any demolition costs or repair costs.

*Rooming house* means any dwelling, or part thereof, containing four or more rooming units designed to be used for sleeping accommodations and to be let, for compensation, by the owner or operator thereof to four or more persons who are not husband or wife, son or daughter, mother or father, sister or brother, father-in-law or mother-in-law of the operator or owner.

*Rooming unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

*Rubbish* means combustible and noncombustible waste materials, except garbage; and such term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust, and the residue from the burning of wood, coal, coke and other combustible material.

*Structure* means an object or other construction created by the combination of materials for the purpose of occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, provided the word "structure" shall be construed when used herein as though followed by the phrase "or part or parts thereof and all equipment therein," unless the context clearly requires a different meaning.

*Supplied* means paid for, furnished or provided by, or under the control of, the owner or operator.

*Unfit dwelling* or *dwelling unit* means any dwelling or dwelling unit which:

(1) Is so damaged, decayed, dilapidated, unsanitary, difficult to heat, unsafe or vermin-infested that it creates a hazard to the health or welfare of the occupants or the community;

(2) Lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the public; or

(3) Because of its general condition or location is unsanitary or otherwise dangerous to the health or welfare of the occupants or the public.

Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," "hotel," "hotel unit" and "premises," are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

*Vacant* means a building or structure for which no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, nontransient basis.

*Week* means a seven day period.

(Code 1968, § 34-1)

**Cross reference**— Definitions and rules of construction generally, § 1-2.

Sec. 34-2. - Compliance required.

All repairs, additions, alterations or replacements to structures, dwellings, dwelling units or premises to bring such structures, dwellings, dwelling units or premises into compliance with this chapter shall conform to all provisions of this Code and other city ordinances and regulations governing the construction, replacement, repair or alteration of such structures, dwellings, dwelling units and premises and the facilities and equipment contained therein.

(Code 1968, § 34-2)

Sec. 34-3. - Construction of chapter—Authority of city relative to nuisances.

Nothing in this chapter shall be construed or interpreted to in any way impair or limit the authority of the city or any department or agency thereof to define and declare nuisances and to cause the removal or abatement of nuisances by appropriate proceedings as provided by law.

(Code 1968, § 34-12)

Sec. 34-4. - Same—Other city regulations.

(a)—The provisions of this chapter shall not be construed to abrogate the responsibility of any person to comply with the other provisions of this Code and any other zoning, building, fire, safety, electrical, plumbing or public health ordinance or regulation of the city.

(b)—In any case where a provision of this chapter is found to be in conflict with any other provision of this Code or with a provision of any zoning, building, fire, safety, electrical, plumbing or public health ordinance of this city ~~existing on July 3, 1962~~, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

(Code 1968, § 34-13)

Sec. 34-5. - Right of access of owner, etc., for purposes of making required repairs, etc.

Every occupant of a structure, dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such structure, dwelling or dwelling unit, or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter.

(Code 1968, § 34-3)

Sec. 34-6. - Reprisals against tenant for reporting violations prohibited.

(a)—No owner, landlord, firm or corporation or any agent, officer or employee thereof shall threaten to take reprisals against any tenant for reporting or complaining of the existence or belief of the existence of any building maintenance, housing, health, sanitary or building code violation to any governmental authority.

(b) Receipt of a notice to quit the leased premises without cause within 90 days after making such report or complaint shall create a rebuttable presumption that such notice is a reprisal against the tenant for making such report or complaint.

(Code 1968, § 34-7.1)

Sec. 34-7. - Unlawful lease-purchase practices.

(a) It shall be unlawful for any owner to accept or retain any deposit of sums of money pursuant to any purported installment contract of sale, or any purported rental with an option to buy, or any purported lease-purchase of any dwelling, dwelling unit or rooming house in the city from any person in the absence of a duly executed written agreement for the same. It shall further be unlawful for any owner to refuse to make full refund of any deposit of sums of money paid by any person for such purported purposes in the absence of a duly executed written agreement for the same or to refuse to any such person occupancy of the subject premises without making full refund of any such deposit.

(b) Complaints by any persons alleging violations of the provisions of subsection (a) of this section shall be filed with the office of the commissioner of licenses and inspections for investigation ~~and prosecution in the municipal court~~.

(c) Any owner violating the provisions of this section shall ~~upon conviction thereof before the municipal court be fined an amount up~~be subject to ~~$500.00~~and liable for ~~each such violation plus the~~a Civil Fine and any applicable remediation costs ~~of prosecution~~ and shall make full restitution of any and all deposits of money paid to such owner by any person in violation of this section.

(Code 1968, § 34-17.2)

Sec. 34-8. - Proof of state of mind not required for strict liability violations.

It is unnecessary to prove the defendant's state of mind with regard to offenses under this chapter which constitute violations as the legislative purpose is to impose strict liability for such offenses.

(Ord. No. 94-002, § 6, 2-24-94)

~~Sec. 34-9. - Violations and penalties; community service.~~

~~Upon conviction of any person for any violation of the provisions of this chapter, the judicial sentencing official may prescribe a certain number of hours of community service to be provided by the convicted person to the city's department of public works in street cleaning activities for any such housing code violation, the penalty for which is a fine of no less than $250.00 and no more than $1,000.00 for the first offense; no less than $500.00 and no more than $2,500.00 for the second offense; and no less than $1,000.00 and no more than $5,000.00 for the third and subsequent offenses; said hours of community service to be either in addition to such fine or in lieu of such fine as the sentencing official deems appropriate. The department of public~~

~~works shall coordinate the administration of this section with the state office of probation and parole.~~

~~(Ord. No. 98-098, § 2, 9-30-98; Ord. No. 03-075(sub 1), § 13, 12-4-03)~~

Secs. 34-~~109~~—34-35. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 34-36. - Enforcement generally; initiation of prosecution for violations.

(a)—This chapter shall be enforced by the commissioner of licenses and inspections or his authorized representatives or designees in the department of licenses and inspections, and the commissioner of licenses and inspections or any such authorized representative shall initiate criminal prosecutions for violations in the manner and form provided by law.

(b)—The department of licenses and inspections shall maintain records relating to the inspection of each property and shall make available to the office of the city solicitor such records for purposes of review and use as evidence in prosecutions for violations and the administration and enforcement of this chapter.

(Code 1968, § 34-9)

Sec. 34-37. - Violations and penalties generally.

(a) —Except as otherwise specifically provided by this chapter and subsection (d) of this section, any person violating any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than $250.00 for each ~~period of one to seven days of each~~ offense of violating such order, or provision of this chapter, or provision of such rule or regulation up to a maximum fine of $1,000.00 for each such offense, together with the costs and disbursements of prosecution~~, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for the first conviction.~~. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine for any person or corporation shall be not less than $500.00 nor more than $2,500.00; for the third conviction not less than $1,000.00 nor more than $5,000.00, which shall not be suspended; for the fourth conviction $1,500.00; for the fifth and subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than $5,000.00, which shall not be suspended. Upon conviction of a violation of this chapter, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine

of $50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.

(b) After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, if such person shall continue in violation of such order, such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order until such order has been complied with. ~~Any notice herein required shall, if mailed, be deemed to be effective upon mailing. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.~~

(c) Each ~~day's~~week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement and implementation of this chapter, and each ~~day's~~week's failure to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

~~(d) Pursuant to title 25, chapter 29 of the Delaware Code, any fines imposed by any court for violations of this chapter shall give rise to a lien(s). The~~(d) With respect to vacant properties and rental dwelling units only, any person owning a vacant property or a rental dwelling unit who violates any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation shall be immediately subject to and liable for a civil fine of $250 for such violation and any applicable remediation costs. Each week's failure following any applicable cure period to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of this chapter, and each week's failure following any applicable cure period to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable by a fine in the same amount. Pursuant to title 25, chapter 29 of the Delaware Code, any civil fine imposed pursuant to the provisions of this subsection shall give rise to a lien. Any unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said ~~violation. "Fines" shall also include any~~violations. A civil ~~judgment entered~~fine authorized pursuant to ~~section 4101 of title 11 of the Delaware Code.~~this subsection shall not apply to owner occupied properties.

(Code 1968, § 34-8; Ord. No. 96-020, § 2, 4-12-96; Ord. No. 98-124, § 2, 10-19-98; Ord. No. 99-082(sub 1), § 3, 11-4-99; Ord. No. 99-008, § 3, 5-17-01; Ord. No. 03-075(sub 1), § 14, 12-4-03)

Sec. 34-38. - Notice of violation—Warning -- Contents, service, appeals.

(a) Whenever the commissioner of licenses and inspections or his designee determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation, of any provision of this chapter or of any rule or regulation adopted pursuant thereto, he shall give notice of such violation or alleged violation to the person responsible therefor. Such notice shall:

(1) Be put in writing;

(2) Include a description of the real estate sufficient for identification;

(3) Include a statement of the reason why it is being issued; and

(4) Allow at least 4530 days from the date of such notice for the performance of any act it requires, unless otherwise provided in this chapter or in the event that the commissioner of licenses and inspections or his designee determines that a lesser period of time ~~less than 45 days~~ is essential to protect the health, safety or welfare of the occupants or of occupants of an adjacent property~~.~~; or the dwelling is deemed unfit for habitation, in which case 3 days are required for the performance of any act it requires.

(b) The notice of violation shall be served upon the owner or the operator or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or upon such operator or upon such occupant by mailing a copy thereof by either mail service or other form of delivery to ~~his last known address~~both the property address and such other address(es) that have been designated for the receipt of property tax bills for such property, or if the letter with the copy is returned with a note showing it has not been delivered to him, by posting a copy thereof in a conspicuous place on or about the dwelling affected by the notice~~.~~ of violation. The commissioner of licenses and inspections may in his discretion require such notice to be served by delivering a copy thereof personally to such owner or such operator or such occupant or by leaving a copy thereof at his usual residence in the presence of someone in the residence of suitable age and discretion who shall be informed of the contents thereof, as the circumstances may require. Any notice herein required shall, if mailed, be deemed to be effective upon the earlier to occur of five business days following the date of its mailing~~.~~, the date of actual delivery or the date of posting on the property. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.

(c) ~~Such notice shall provide that the persons so notified~~ The owner, operator or occupant may appeal the ~~violation~~ notice to the board of license and inspection review. The appeal shall be in writing and filed within ~~ten~~twenty calendar days after the receipt of the notice of violation ~~notice~~. Any appeal to the board of license and inspection review shall be accompanied ~~with a nonrefundable fee of $50.00~~ at the time of filing with a fee of $50.00 which shall be refunded if the appeal is successful. The board of license and inspection review shall hear and decide appeals in accordance with its duly prescribed and promulgated rules, regulations and procedures.

(d) Any owner, operator or occupant, as the case may require, who does not appeal the notice and does not perform the act or acts required under the notice, or who unsuccessfully appeals the notice and does not perform the act or acts required under the notice within the

prescribed time period is in violation of this chapter and may be penalized pursuant to section 34-37.

(Code 1968, § 34-18(a)—(f); Ord. No. 91-082, § 1, 11-21-91; Ord. No. 95-074, § 1, 12-14-95; Ord. No. 96-077, § 1, 12-5-96; Ord. No. 98-124, § 2, 10-19-98)

Sec. 34-39. - Same—When not required.

Notwithstanding any other provision of this chapter to the contrary, whenever any person fails to obtain the ~~prerental~~rental inspection of any dwelling, habitation or living unit as required by the provisions of section 34-45(a) or the limitation of occupancy notification required by section 34-86, no notice of such violation of section 34-45(a) and section 34-86 shall be required, before civil fines are imposed or legal proceedings, actions or prosecutions are brought.

(Code 1968, § 34-18(g); Ord. No. 96-077, § 1, 12-5-96)

Sec. 34-40. ~~- Issuance of warnings~~ - Deleted.

~~(a) At the discretion of the commissioner of licenses and inspections or any of his designees who are authorized by the commissioner to do so, a written warning may be issued on a form approved by the commissioner and the city solicitor to the owner, agent, or person in control of any building or structure concerning violations of any provision of this chapter that is not a life-threatening violation. If any violation concerning which any warning has been issued has not been corrected within the time allowed, then the department of licenses and inspections shall proceed to obtain compliance as provided in this chapter.~~

~~(b) Such notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto.~~

~~(c) Whenever repairs, additions, alterations or replacements are required to the building or facilities, such notice shall direct that the person in violation shall make application to the department of licenses and inspections for a building permit to cover such requirements.~~

~~(Code 1968, § 34-18(h))~~

Sec. 34-41. - Inspection of structures, buildings, dwellings, etc., generally; right of entry of enforcement officer.

(a) The enforcement officer is hereby authorized and directed to make inspections to determine the condition of structures, buildings, dwellings, dwelling units, hotel units, rooming units and premises located within this city, in order that he may perform his duty of safeguarding the health and safety of the occupants of ~~dwellings~~structures and the general public. For the purpose of making such inspections the enforcement officer is hereby authorized to enter, examine and survey between the hours of 8:00 a.m. and 5:00 p.m. all structures, buildings, dwellings, dwelling units, hotel units, rooming units and premises. The owner or occupant of every structure, building, dwelling, dwelling unit, hotel unit, and rooming unit, or the person in charge thereof, shall give the enforcement officer free access

to such structure, building, dwelling, dwelling unit, hotel unit or rooming unit and its premises during such time for the purpose of such inspection, examination and survey; provided, that such inspection, examination or survey shall not have for its purpose the undue harassment of such owner or occupant and that such inspection, examination or survey shall be made so as to cause the least amount of inconvenience to such owner or occupant consistent with the efficient performance of the duties of the enforcement officer.

(b) Nothing in this section shall be construed to prohibit the entry of the enforcement officer:

(1) At any time when an actual emergency which tends to create an immediate danger to public safety exists; or

(2) At any time when such an inspection, examination or survey may be requested by such owner or occupant.

(c) Any person who opposes or impedes an officer or authorized agent or employee of the department of licenses and inspections in the execution of his duty under this chapter shall be deemed guilty of a violation of this chapter. In addition, if an officer or authorized agent or employee of the department of licenses and inspections is denied entrance to a building for purposes of inspection, he may, upon showing of probable cause, obtain a warrant for purposes of entering and inspecting the building, dwelling, land or premises.

(Code 1968, § 34-6; Ord. No. 94-002, § 5, 2-24-94)

**Charter reference**— Inspections generally, §§ 5-704, 8-412.

Sec. 34-42. ~~Owner of rental units to designate responsible agent.~~ Deleted.

~~(a) In addition to, and not in lieu of any other provision of this Code, the tenants lawfully occupying any single-family rental property shall be responsible for the tasks enumerated below and the owner of every residential dwelling that consists of two or more rental dwelling units therein shall be required to designate an agent, who may be one of the residents thereof, who shall be responsible for the following tasks:~~

~~(1) The removal of empty refuse and garbage collection receptacles or containers from the public right-of-way to a secure location on the property following all regular trash and garbage collections.~~

~~(2) The prompt removal of litter and trash from the premises of the property and from the area of the public right-of-way abutting the property and the sweeping of sidewalks within and along such property.~~

~~(3) The keeping of all sidewalks along the property clear of snow and ice as required in section 42-419.~~

~~(b) The owner of each such property shall file annually with the department of licenses and inspections and post in clear public view in the lobby or other common area of all such dwellings the name, address and telephone number of such designated agent or, in the case of a single-family rental property, file such information concerning the tenants with the department.~~

~~(c) The provisions of this section and the responsibility of tenants of single-family rental properties and the designation by an owner of an agent pursuant to this section shall not be construed to abrogate the legal responsibilities of the owner to comply with the provisions of this chapter and other provisions of this Code.~~

~~(Code 1968, § 34-11.1)~~

Sec. 34-43. - No inspection of property prior to sale or other transfer to be required.

(a) No inspection of any dwelling, dwelling unit, hotel, or rooming house in the city shall be required nor shall any inspection be performed by the department of licenses and inspection for enforcement or implementation of the provisions of this chapter and the rules and regulations of the department prior to or in connection with any agreement of sale or conveyance or other transfer of any such property. This provision shall not affect inspections other than those heretofore required in connection with the sale or other transfer of property.

(b) The provisions of this section shall not be construed as in any way a limitation upon or modification of any of the other inspection, notice, compliance and enforcement provisions of this chapter.

(Code 1968, § 34-17)

Sec. 34-44. - Recordation of certain agreements of sale; responsibility of seller for violations.

(a) Whenever an agreement of sale is entered into containing provisions for the retention of legal title by the seller and providing for deferred installment payments by the buyer for the sale of any dwelling, dwelling unit, rooming house or hotel in the city, the seller shall record such agreement in the county recorder's office.

(b) The responsibility for complying with this chapter shall not be affected by such sales agreement. The seller shall remain responsible for code violation compliance imposed upon the owner or person in charge and the buyer shall have the burden of assuming the tenant's responsibilities enumerated in this chapter.

(Code 1968, § 34-17.1)

Sec. 34-45. - Inspections of rented or leased dwellings or buildings for residential occupancy, to include installment sales; no warranty of condition.

(a) *Inspection of a rental dwelling or building.* Any person who leases or rents any dwelling or any dwelling unit, regardless of whether that person has a valid rental dwelling business license, shall~~:~~

~~(1)~~ ~~Cause~~ cause the same to be inspected by the commissioner of licenses and inspections, or his designee every ~~two~~three years ~~for each dwelling or building consisting of five or fewer units.~~ An initial rental inspection shall be required for each such dwelling or building consistent with a rental inspection schedule set by the commissioner of licenses and inspections. The ~~two~~three-year period referenced in this subsection shall be

calculated based upon the rental inspection schedule set by the commissioner of licenses and inspections. Inspections of dwellings or buildings required under this subsection may consist of a random sampling of units in the dwelling or building as determined by the commissioner of licenses and inspections or his designee. ~~The purpose of all rental inspections shall be enforcement of the provisions of the City Code concerning life safety items which include, but are not limited to: smoke/carbon monoxide detectors, heating sources, hot water sources, electrical systems, sanitary disposal sources, water damage, roofs and means of egress and ingress;~~

~~(2) Cause the same to be inspected by the commissioner of licenses and inspections, or his designee every five years for each dwelling or building consisting of six or more units. An initial rental inspection shall be required for each such dwelling or building consistent with a rental inspection schedule set by the commissioner of licenses and inspections. The five-year period referenced in this subsection shall be calculated based upon the rental inspection schedule set by the commissioner of licenses and inspections. Inspections of dwellings or buildings required under this subsection may consist of a random sampling of units in the dwelling or building as determined by the commissioner of licenses and inspections or his designee.~~ The purpose of all rental inspections shall be enforcement of the provisions of the City Code concerning life safety items which include, but are not limited to: smoke/carbon monoxide detectors, heating sources, hot water sources, electrical systems, sanitary disposal sources, water damage, roofs and means of egress and ingress. The provisions of this section shall apply to the lease or rental of any dwelling or dwelling unit whether it is to be leased to the current tenant or to a new tenant and whether the same is to be done by the current owner or a new owner.

~~(3) With the exception of the initial rental~~(1) If an inspection~~, a waiver of a subsequent rental inspection required under subsections (1) and (2) above may be granted by~~ reveals the building has no violations, the commissioner of licenses and inspections ~~if all~~may extend the ~~following conditions are present:~~

~~a. The dwelling or building has no outstanding violations of the building, housing, sanitation, vegetation, animal, zoning or licensing provisions of the City Code at the time the waiver is requested;~~

~~b. The property owner and/or property manager has not been convicted of, or pled guilty or no contest to, or assessed a civil penalty for any violations of the building, housing, sanitation, vegetation, animal, zoning or licensing provisions of the City Code within the applicable two- or five-year~~inspection period ~~preceding the waiver request;~~

~~c. The dwelling or building has not been the subject of a notice declaring said dwelling or building to be unfit for human habitation by the department of licenses and inspections within the applicable two- or five-year period preceding the waiver request;~~

~~d. The property owner and, if applicable, the property manager, is properly registered and licensed by the department of licenses and inspections; and~~

~~e. The property owner and, if applicable, the property manager, are in good standing with regard to any city financial obligations.~~

~~A waiver must be requested by the owner of the property, or if applicable, the property manager, each time a rental~~ required under this subsection for a subsequent inspection ~~is required. A request for waiver must be in writing and on a form provided by the department of licenses and inspections.~~from three years to four years.

~~(4)~~ (2) If the dwelling unit is unoccupied at the time of the rental inspection, ~~cause~~ any violations cited during the rental inspection ~~to~~shall be corrected prior to permitting any tenant or lessee or any other persons to occupy such dwelling or dwelling unit. If the dwelling unit is occupied at the time of the rental inspection, ~~cause~~ any violations cited during the rental inspection ~~to~~shall be corrected within the time period designated by the commissioner of the department of licenses and Inspections or his designee, and the property owner shall cause ~~the~~ dwelling unit to be re-inspected upon correction of the violation(s).

~~The provisions of this section shall apply to the lease or rental of any dwelling or dwelling unit whether it is to be leased to the current tenant or to a new tenant and whether the same is to be done by the current owner or a new owner. In any instance in which a tenant remains in possession during a change in ownership by sale, exchange or any other transfer, the prerental inspection requirements of this chapter shall be applicable and shall be given full force and effect, and any violations cited shall be corrected within a reasonable period of time as shall be determined at the sole discretion of the commissioner of licenses and inspections.~~

~~(b)~~ *Installment sales.* Whenever any person sells any dwelling, dwelling unit, building or rooming house in the city wherein there is a retention of title by the seller and a deferred installment payment plan is set forth in the contract or lease agreement, the seller shall comply with the inspection requirements of subsection (a) of this section and the provisions of section 34-43 shall not be applicable to any such seller of property who or which is subject to the provisions of this subsection.

~~(c)~~ *Disclaimer of warranty of condition.* Nothing contained in this section shall be construed as any manner of warranty or guarantee by the city or by its agent, the department of licenses and inspections, that any particular property at any particular time fully complies with the provisions of this chapter and all rules and regulations adopted pursuant thereto or that any violations of this chapter and the rules and regulations adopted pursuant thereto cited by the department of licenses and inspections are necessarily the only violations existing in or upon a particular property at any particular time or that corrections of violations of this chapter and any rules and regulations adopted pursuant thereto which have been cited by the department of licenses and inspections are necessarily full and complete corrections such that no other violations exist in or upon any particular property at any particular time.

~~(d)~~ *Fee.* If more than one re-inspection is necessary to determine compliance with any violation cited during the initial rental inspection, an additional fee in the amount of $~~25~~50.00 will be assessed for each re-inspection, commencing with a second re-inspection. Said re-inspection fee may be waived for good cause shown at the discretion of the code enforcement officer.

(e) Condition of business license. Compliance with the requirements of this section is a condition of a rental dwelling unit business license issued pursuant to chapter 5, sec. 5-92.

(Code 1968, § 34-17.3; Ord. No. 99-083(sub 1), § 1, 11-4-99; Ord. No. 06-016(sub 1), § 1, 4-6-06)

Secs. 34-46—34-60. - Reserved.

DIVISION 2. - DEPARTMENT OF LICENSES AND INSPECTIONS

Sec. 34-61. - Power and duty of department—Specific functions enumerated.

The department of licenses and inspections shall be the department primarily responsible for the administration and enforcement of this chapter. In that regard, it shall:

(1) ~~(1)~~ Maintain code enforcement performance records and prepare management reports;

(a) On a quarterly basis, the commissioner of licenses and inspections shall provide a report to the City Council committee charged with oversight of the department. Such report shall include information related to the results of rental inspections performed and any other information the commissioner believes should be included;

(2) Maintain files for all housing code enforcement inspections;

(3) Conduct housing inspections in response to citizen complaints to the extent possible;

(4) Conduct systematic housing inspections ~~in designated community development target areas~~;

(5) Supervise the conduct of all city-sponsored demolition activities;

(6) Conduct ~~prerental~~rental inspections;

(a) As it relates to rental inspections conducted pursuant to sec. 34-45, a minimum of 1500 units located on separate parcels shall be inspected annually.

(7) Conduct sanitation code enforcement inspections;

(8) Conduct building inspections for all privately financed construction;

(9) Conduct all final inspections of properties involved in rehabilitation loan and grant programs; and

(10) Whenever conducting any code enforcement inspection, distribute information regarding the housing ~~assistance~~ programs of the city and rental programs to owner occupants and tenant occupants.

(Code 1968, § 34-3.1)

Sec. 34-62. - Same—Generally; inspection not to imply warranty.

(a) The department of licenses and inspections is hereby granted the sole and exclusive power and duty to enforce and administer the provisions of this chapter and all rules and regulations adopted pursuant thereto.

(b) The commissioner of licenses and inspections shall require that the language of disclaimer be printed beneath a heading in boldface print of "DISCLAIMER OF WARRANTY" on all notices of violations, orders and letters of compliance issued by the department of licenses and inspections.

(c) Nothing contained in this section shall be construed as in any way a warranty or guarantee by the city or its agent, the department of licenses and inspections, that:

(1) Any particular property is at any particular time in full and complete compliance with the provisions of this building maintenance and housing code or with the provisions of any other state or municipal statutes, ordinances, rules or regulations.

(2) A particular property which has been cited for a particular violation of the housing code does not at any particular time have other violations of this housing code or of any other state or municipal statute, ordinance, rule or regulation.

(3) A property where corrections of violations of this building maintenance and housing code have been satisfactorily made does not have at any particular time other violations of this building maintenance and housing code or of any other state or municipal statute, ordinance, rule or regulation which has not been cited.

(d) Neither the city nor its agent, the department of licenses and inspections, warrants or guarantees and the city and its agent, the department of licenses and inspections, hereby expressly disclaim any warranty or guarantee of the condition of any particular property at any particular time. The condition of any property and its compliance with the provisions of this chapter and with any other state or municipal statute, ordinance rule or regulation shall at all times be the responsibility of the owner or his legal agent.

(Code 1968, § 34-4)

Sec. 34-63. - Rules and regulations.

The department of licenses and inspections is hereby authorized and empowered to adopt rules and regulations necessary for the proper enforcement of this chapter; provided, that any such rules and regulations are approved by ~~resolution of~~ the ~~council.~~City's administrative board. Such rules and regulations adopted by such department and approved by the ~~council~~City's administrative board shall have the same force and effect as the provisions of this chapter, and the penalty for violation thereof shall be the same as the penalty for violation of the provisions of this chapter.

(Code 1968, § 34-5)

Sec. 34-64. - Liability of officers, etc., of department of licenses and inspections.

No member, officer or agent of the department of licenses and inspections shall be sued or held to liability for any act done or omitted in good faith and with ordinary discretion on behalf of or under such department or pursuant to the charter of the city or any statutes, ordinances or rules and regulations under which such department has authority to act.

(Code 1968, § 34-7)

**State Law reference—** Tort immunity of local officials, 10 Del. C. § 4011.

Sec. 34-65. ~~Emergency~~ Emergencies and emergency orders.

(a) Whenever the commissioner of licenses and inspections finds that an emergency exists with respect to a building, structure or other property condition which requires immediate action to protect the public health or safety, he may, without notice or hearing, issue an order reciting the existence of such ~~an~~ emergency and requiring that ~~such~~ action be taken as he deems necessary to ~~meet~~address the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately.

(b) When, in the opinion of the building official, there is an actual and immediate danger of collapse or failure of a building or structure or any part thereof that would endanger life or public health or safety, the code official shall cause the necessary work to be done, whether it be by demolition, shoring or other method as determined by the building official, in order to render such building or structure, or part thereof, temporarily or permanently safe, whether or not the legal procedure herein prescribed has been instituted.

(c) Following the performance of any work by the city or its designee to address an emergency that exists with respect to a building, structure or other property condition, the commissioner of licenses and inspections shall provide a notice to the owner or owners of the applicable building, structure or real property that describes the work that was performed.

(d) Any amounts incurred by the City or its designee to address an emergency that exists with respect to a building, structure or other property condition, along with legal interest accrued thereon from the date of expenditure, shall be reimbursed to the city, on demand, by the person or persons who were the owner or owners of the applicable building, structure or real property at the time such work was commenced. The city may maintain an action of law in debt or assumpsit against the owner or owners to recover the sums of money so expended, plus lawful interest and costs.

(e) Any amounts incurred by the City or its designee to address an emergency that exists with respect to a building, structure or other property condition, along with legal interest accrued thereon from the date of expenditure, shall be a lien on the lands and premises on which such work was performed.

(Code 1968, § 34-24)

Sec. 34-66. - Right of commissioner to bring legal proceedings, etc.

No provision or requirement contained in this chapter for a hearing shall in any way whatsoever affect or impair the right of the commissioner of licenses and inspections or city solicitor, or their respective designees, to bring at any time such legal proceedings, actions or prosecutions as are otherwise permitted by law or ordinance. ~~The invalidity of any provision of any section of this code as applied to existing buildings, dwellings, or dwelling units shall not be~~

~~held to affect the validity of such provision in its application to buildings, dwellings, or dwelling units erected after August 28, 1986.~~

(Code 1968, § 34-23)

Secs. 34-67—34-85. - Reserved.

DIVISION 3. - LIMITATION OF OCCUPANCY NOTIFICATION AND RENTAL REGISTRATION

Sec. 34-86. - Limitation of occupancy notification and rental registration—Required.

(a) —_Upon approval and issuance of the business license required by section 5-34 for the renting or letting of dwelling units, the department of licenses and inspections shall inspect each dwelling unit for the purpose of determining the maximum permitted occupancy thereof in accordance with the applicable provisions of this chapter. The commissioner of licenses and inspections or his authorized representative shall issue to the owner or operator of the dwelling unit or units a limitation of occupancy notification stating the maximum occupancy permitted in each dwelling unit. The owner or operator shall not rent or let a dwelling unit until a limitation of occupancy notification is issued by the department of licenses and inspections for that unit.

(b) —_Such limitation of occupancy notification shall not be construed or interpreted as implying in any way that the particular dwelling or dwelling unit is in compliance or conformity with the provisions of this chapter or any rule or regulation for the enforcement or implementation of this chapter adopted by the department of licenses and inspections or any ordinance or other law or regulation of the city or the state.

(c) —_Any owner or operator who fails to obtain a business license required by section 5-34 or register a dwelling unit or who rents or lets to another a dwelling unit prior to the issuance of a limitation of occupancy notification shall be ~~deemed guilty~~subject to and liable for a civil fine of ~~a misdemeanor as~~$500.00 per rental unit. This provision supersedes the penalty provided in section ~~34-37.~~1-5.

(Code 1968, § 34-11; Ord. No. 92-053(sub 1), § 21(a), 7-2-92; Ord. No. 96-014, § 1, 4-16-96; Ord. No. 03-074, § 4, 11-20-03)

Sec. 34-87. - Reserved.

**Editor's note**— Ord. No. 03-074, § 5, adopted Nov. 20, 2003, repealed section 34-87 in its entirety. Former section 34-87 pertained to application and fee for rental unit registration, and derived from the Code of 1968, § 34-14; Ord. No. 96-014, § 1, adopted April 16, 1996.

Sec. 34-88. - Same—Copy to be given to tenant.

The owner or operator of any dwelling or dwelling unit to whom a limitation of occupancy notification has been issued under the provisions of this division shall give the person to whom

the dwelling or dwelling unit is let or rented a copy of the notification at the time of letting or renting.

(Code 1968, § 34-16; Ord. No. 96-014, § 1, 4-16-96; Ord. No. 03-074, § 6, 11-20-03)

Secs. 34-89—34-110. - Reserved.

**Editor's note**— Ord. No. 03-074, § 7, adopted Nov. 20, 2003, repealed section 34-89 in its entirety. Former section 34-89 pertained to certificates submitted with application for registration, and derived from the Code of 1968, § 34-15.

DIVISION 4. - CONDEMNATION AND PLACARDING OF UNFIT DWELLINGS, ETC.

Sec. 34-111. - Compliance.

The designation of buildings, structures, dwellings or dwelling units as unfit for human habitation and the procedure for the condemnation and placarding of such buildings, structures, unfit dwellings or dwelling units shall be carried out in compliance with the requirements set forth in this division.

(Code 1968, § 34-25)

Sec. 34-112. ~~Grounds for~~ Right of condemnation.

(a) Any building, structure, dwelling or dwelling unit which the commissioner of licenses and inspections shall find to have any of the following defects ~~shall~~may be condemned as unfit for human habitation:

(1) One which is so damaged, decayed, dilapidated, unsanitary, difficult to heat, unsafe or vermin-infested that it creates a hazard to the health or welfare of the occupants or of the public;

(2) One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants or of the public; ~~or~~

(3) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the public.

(4) One which lacks adequate exit facilities; or

(5) One which constitutes a fire hazard.

(b) Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the commissioner of licenses and inspections if the owner or occupant ~~failed~~fails to comply with any order based on the provisions of this chapter or any rules or regulations adopted pursuant thereto; provided, that such building, structure, dwelling or dwelling unit is, in the opinion of the commissioner of licenses and inspections unfit for human habitation by reason of such failure to comply.

(Code 1968, § 34-26)

Sec. 34-113. - Notice of condemnation ~~and intent to placard~~.

Whenever the commissioner of licenses and inspections has condemned a building, structure, dwelling or dwelling unit as unfit for human habitation, he shall give notice ~~to the owner~~ of such condemnation ~~and of his intent to placard the dwelling or dwelling unit as unfit for human habitation.~~to the owner. Such notice shall:

(1) Be put in writing;

(2) Include a description of the real estate sufficient for identification;

(3) Include a statement of the reason why it is being issued;

(4) Include a description of the repairs and improvements required to bring the condemned building, structure, dwelling or dwelling unit into compliance with the provisions of this chapter and any rules or regulations adopted pursuant thereto;

(5) Include an explanation of the owner's right to appeal the notice in accordance with the provisions of section 34-38; and

(6) Be served upon the owner; provided, that such notice shall be deemed to be properly served upon such owner if a copy thereof is delivered to him personally or if not found by leaving a copy thereof at his usual place of abode, in the presence of someone of the family of suitable age and discretion who shall be informed of the contents thereof, or by sending a copy thereof by registered mail with return receipt requested to his last known address, or, if the registered letter with the copy is returned with a receipt showing it has not been delivered to him by posting a copy thereof in a conspicuous place in or about the dwelling affected by the notice.

(Code 1968, § 34-27)

Sec. 34-114. - ~~Hearing~~Appeal.

~~Any~~The owner ~~affected by any notice relating to the condemnation~~ of a building, structure, dwelling or dwelling unit ~~as~~that has been condemned as being unfit for human habitation may ~~request and shall be granted a hearing on the matter before the board of licenses and inspections review.~~appeal such determination as provided in section 34-38(c).

(Code 1968, § 34-28; Ord. No. 94-002, § 5, 2-24-94)

Sec. 34-115. - Placarding generally.

After ~~the condemnation notice which is required under the provisions of section 34-38~~ a building, structure, dwelling or dwelling unit has ~~resulted in an order~~been condemned as being unfit for human habitation, the commissioner of licenses and inspections shall cause a placard ~~the affected~~to be posted to such building, structure, dwelling or dwelling unit ~~as unfit for human habitation. The commissioner of licenses and inspections shall post~~, in one or more conspicuous places ~~upon the affected dwelling or dwelling unit, one or more placards,~~ bearing the following words: "Condemned as Unfit for Human Habitation."

(Code 1968, § 34-29; Ord. No. 94-002, § 5, 2-24-94)

Sec. 34-116. - Vacation of structure, dwellings, etc., condemned and placarded.

(a) Any building, structure, dwelling or dwelling unit which has been condemned and placarded as being unfit for human habitation by the commissioner of licenses and inspections shall be vacated within a reasonable time as required by such commissioner, but in any event not later than ten days after the property has been condemned and placarded. No owner or operator shall ~~let to~~permit any person ~~for human habitation and no person shall~~ to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded by the commissioner of licenses and inspections after the date on which such commissioner has required the affected building, structure, dwelling or dwelling unit to be vacated.

(b) Any owner or operator or tenant or any other person who occupies any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation by the commissioner of licenses and inspections shall do so entirely at that person's own risk. It shall be the duty of the owner or operator or the agent of the owner or operator to ensure that any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation is vacated and not occupied. Nothing contained in this section shall be construed as in any manner imposing upon the city or its agent, the department of licenses and inspections, any liability whatsoever for the health or safety of any person who occupies or continues to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation.

(c) Any person who refuses to comply with an order of the commissioner of the department of licenses and inspections to vacate and continues to occupy any building, structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation, or any person who occupies any such building, structure, dwelling or dwelling unit after placarding, may be forcibly removed from the premises by the police department and the premises shall thereafter be closed. The premises shall not again be occupied ~~as a dwelling place~~ until the defect(s) which caused the building, structure, or dwelling to be declared to be unfit is/are remedied and written approval of the commissioner is obtained.

(d) Any violation of this Section 34-116 is subject to penalty pursuant to section 34-37 and any applicable remediation costs.

(Code 1968, § 34-30; Ord. No. 99-110, § 1, 10-21-99; Ord. No. 00-072, § 1, 10-19-00)

Sec. 34-117. - Use of condemned and placarded dwellings, etc.; removal of placard.

No structure, dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the commissioner of licenses and inspections. The commissioner of licenses and inspections shall remove such placard whenever the defects upon which the condemnation and placarding action were based have been eliminated.

(Code 1968, § 34-31)

Sec. 34-118. - Unauthorized defacing or removal of placard.

No person shall deface or remove the placard from any structure, dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in section 34-117.

(Code 1968, § 34-32)

Sec. 34-119. - Condemned dwellings declared nuisances, etc.

All structures and dwellings condemned as unfit for human habitation within the provisions of this chapter are hereby declared to be public nuisances and shall be repaired or vacated as provided by this chapter and shall be subject to such other actions as are available at law.

(Code 1968, § 34-33)

Secs. 34-120—34-~~150~~185. - Reserved.

DIVISION 5. ~~- RENT WITHHOLDING~~

~~Sec. 34-151. - When tenant authorized to withhold rent.~~

~~A tenant shall be authorized to withhold the payment of rent when a notice has been issued by the commissioner of licenses and inspections to the owner or operator of a dwelling unit notifying such owner or operator:~~

~~(1) That the dwelling unit or part thereof is in violation of this chapter, and directing the correction of the violation if, in the opinion of the commissioner, the violation is such as to constructively evict the tenant from a portion of the premises occupied by him; or~~

~~(2) That the dwelling unit or part thereof is in violation of this chapter, and that such owner or operator has previously been subject to a notice from the department of licenses and inspections directing that such violation be corrected within a stated reasonable time, but that upon reinspection by such department after such reasonable time has elapsed, some or all of the violations have been found to be not corrected and in the opinion of the commissioner of licenses and inspections, such owner or operator has not made a reasonable effort to comply with such notice.~~

~~(Code 1968, § 34-34)~~

~~Sec. 34-152. - Tenant's affidavit.~~

~~(a) A tenant or occupant of a dwelling unit which he believes to be in violation of this chapter and qualified under section 34-151 shall present to the department of licenses and inspections an affidavit containing the following information:~~

~~(1) A description of the alleged violation and a reference to the~~

applicable section of this chapter;

(2) The name and address of the owner or operator of the premises and the name and the address of the person to whom rent is paid if other than the owner or operator; and

(3) The date on which rent is due to be paid by the tenant, the amount of rent, and the rent period, i.e., weekly, monthly, etc.

(b) In every case wherein this procedure is adopted the tenant shall be instructed by the commissioner of licenses and inspections as to his rights, remedies and responsibilities under this chapter.

(Code 1968, § 34-35)

Sec. 34-153. - Inspection of premises; order to correct or notice of existence, etc., of violations.

Within three working days of the receipt of an affidavit as provided for by section 34-152 and pursuant to section 34-151(1), the department of licenses and inspections shall inspect the dwelling unit described therein. Within three additional working days, six working days from the date of the receipt of the affidavit by such department, the commissioner of licenses and inspections shall issue an order directing the correction of violations which are found to exist on the premises and notifying the owner or operator that violations exist which are judged by the commissioner of licenses and inspections to constitute a constructive eviction of the tenant and that due to such constructive eviction such tenant has been authorized to withhold the payment of rent pursuant to section 34-151(1) and that such withheld rent shall be paid into an escrow fund to be disposed of as provided by section 34-158.

(Code 1968, § 34-36)

Sec. 34-154. - Reinspection of premises.

If upon reinspection of a dwelling unit after proper notice to the owner or operator and a reasonable compliance period, some or all of the violations cited in such notice have been found not corrected, and, if in the opinion of the commissioner of licenses and inspections, such owner or operator has not made a reasonable effort to comply with such notice, and, if a tenant or occupant has presented to the department of licenses and inspections an affidavit as provided for by section 34-152 and pursuant to section 34-151(2), the commissioner of licenses and inspections within three working days of the receipt of such affidavit shall issue an order to such owner or operator citing such uncorrected violations and such judgment of a lack of reasonable effort to comply, and further notifying the owner or operator that such tenant or occupant has been authorized to withhold the payment of rent pursuant to section 34-151(2) and that such withheld rent shall be paid into an escrow fund to be disposed of as provided by section 34-159.

(Code 1968, § 34-36.1)

Sec. 34-155. - Date withholding proceedings to begin.

~~The date of the notice or order issued by the commissioner of licenses and inspections following an inspection of the premises described in section 34-153 shall be the date upon which rent withholding proceedings shall begin as provided in the following sections of this division.~~

~~(Code 1968, § 34-37)~~

~~Sec. 34-156. - Payment of withheld rent to city.~~

~~The tenant or occupant shall withhold the rent due the owner or operator of the dwelling unit as authorized and provided by this division and shall pay the same when due to the city. Such tenant shall continue to make such rental payments to the city when due until such time as he is directed to discontinue such payments by the commissioner of licenses and inspections. Rent paid to the city shall be deposited in an escrow account and shall not be commingled with other funds of the city. There shall be no release of funds maintained in this account except upon order of the commissioner of licenses and inspections or a court of competent jurisdiction.~~

~~(Code 1968, § 34-38; Ord. No. 91-050, § 1(34-38), 8-1-91)~~

~~Sec. 34-157. - Failure to pay rent to city.~~

~~No landlord, owner, operator, firm, corporation or any agent, officer or employee thereof shall bring any proceeding to dispossess the tenant during the pendency of rent withholding proceeding under this division. However, if the tenant or occupant, after initiating a rent withholding proceeding, fails to pay the rent when due to the city, the owner or operator of such dwelling unit shall have such rights or remedies at law or in equity in the same manner as if this division did not exist. The commissioner or the tenant may initiate a prosecution in the municipal court of the city against any landlord, owner, operator, firm, corporation or any agent, officer or employee thereof who violates this section and the violator shall be subject to the penalties in accordance with section 34-37.~~

~~(Code 1968, § 34-38.1; Ord. No. 91-050, § 1, 8-1-91)~~

~~Sec. 34-158. - Using withheld rent to correct violations.~~

~~Whenever a dwelling unit has been subjected to rent withholding proceedings as authorized by section 34-151(1) due to a constructive eviction, the commissioner of licenses and inspections shall require the owner or operator of such dwelling unit to provide, within five working days of the notice of violations having become an order, reasonable assurances in writing and signed by such owner or operator that the violations cited in such notice will be corrected within the time allowed. In addition:~~

~~(1) If the commissioner receives such reasonable assurances in writing and signed by the owner or operator, he shall allow such owner or operator to proceed with the necessary work; except, however, if the commissioner at any time during the period of time allowed has reasonable grounds to believe that such work is not proceeding in a timely manner, he may initiate the procedure for contracting out the necessary work as provided in this section. The department of licenses and inspections shall reinspect such~~

~~dwelling unit within three days after the day by which such violations were ordered to be corrected. If and when such violations have been corrected and the dwelling unit is no longer in violation of this chapter and the rent deposited in escrow has not been forfeited under subsection (3) of this section, the commissioner of licenses and inspections shall order the release and payment of such rents deposited in escrow to the owner or operator without interest, except for such sums as may be due as fines and/or costs under this chapter. The tenant or occupant shall thereupon resume rent payments directly to the owner, operator or his agent. If upon reinspection the owner or operator is found to have failed to comply with the order issued by the commissioner of licenses and inspections, the commissioner may declare the premises unfit for human habitation as provided in this chapter or initiate prosecution in the municipal court, either or both. In any such case, the rent deposited with the city shall not be returned to the owner or operator until such time as the commissioner of licenses and inspections certifies to the city that the dwelling unit complies with the provisions of this chapter or has been demolished and that such withheld rent is not subject to the forfeiture under subsection (3) of this section nor to any fines and/or costs under this chapter.~~

~~(2) If the commissioner does not receive such reasonable assurances in writing, signed by the owner or operator or, if having received such assurances, he determines at any time during the time allowed that there exist reasonable grounds to believe that such necessary work is not proceeding in a timely manner, he may, in his sole discretion and without the necessity of seeking the consent of the landlord, direct that the rent so collected by the city be used for the correction of any other violations. The commissioner of licenses and inspections shall make a request of the procurement division to receive bids from qualified city-licensed contractors. The procurement division of the department of finance shall award the contract to the successful bidder. Notwithstanding the provision of this chapter that the tenant or occupant shall have the withheld rent in the escrow fund forfeited to him if he vacates the dwelling unit due to the constructive eviction, failure to so vacate before the signing of a contract between the city and such successful bidder shall waive the right of such tenant or occupant to such forfeiture. Any cost of the work contracted which exceeds the moneys collected shall be paid by the city which then shall recover such payments by continuing to collect rent from the tenant until all such costs shall have been recovered. If for any reason the costs cannot be thus recovered, the city shall have a right of action in debt or assumpsit against the owner or operator personally.~~

~~(3) Any violations not noted by the commissioner or his authorized representative at the time of the original inspection and which in the opinion of the commissioner or his authorized representative have resulted from tenant abuse or misuse shall not be the responsibility of the landlord.~~

~~(4) Any work approved by the commissioner of licenses and inspections to be done according to the above procedures shall not be interrupted or interfered with by the owner or operator in any way whatsoever. If, however, the owner or operator completes the specified work prior to commencement of work by the contractor and such work is completed to the satisfaction of the commissioner, he shall be responsible only for a $25.00 charge to reinstate his occupancy permit; except, that he shall also be liable for any violations of this chapter.~~

~~(5) After the completion of the corrections, the landlord shall permit the tenant to remain on the premises at the original rental amount for at least six months; provided, however, that the tenant abides by his obligations and responsibilities as to the rent and reasonable care of the premises.~~

~~(Code 1968, § 34-39; Ord. No. 91-050, § 1, 8-1-91)~~

~~Sec. 34-159. - Contract for repairs.~~

~~(a) Whenever a dwelling unit has been subjected to rent withholding proceedings as authorized by section 34-151(2) due to lack of reasonable effort by the owner or operator to comply with a violation notice, the commissioner of licenses and inspections in his sole discretion and without the necessity of seeking consent of the landlord may immediately direct the rent so collected by the city toward the correction of any of the violations. The commissioner of licenses and inspections shall make a request of the procurement division to receive bids from qualified city licensed contractors. The procurement division of the department of finance shall award the contract to the successful bidder. Any cost of the work contracted for which exceeds the moneys collected shall be paid by the city which shall recover for such payments by continuing to collect rent from the tenant until all such costs have been recovered. If for any reason the costs cannot thus be recovered, the department of finance shall have a right of action in debt or assumpsit against the owner or operator personally.~~

~~(b) Any violations not noted by the commissioner or his authorized representative at the time of the original inspection and which in the opinion of the commissioner or his authorized representative have resulted from tenant abuse or misuse shall not be the responsibility of the landlord.~~

~~(c) Any work approved by the commissioner of licenses and inspections to be done according to the above procedures shall not be interrupted or interfered with by the owner or operator in any way whatsoever. If, however, the owner or operator completes the specified work prior to commencement of work by the contractor and such work is completed to the satisfaction of the commissioner, he shall be responsible only for a $25.00 charge to reinstate his occupancy permit; except, that he shall also be liable for any violations of this chapter. After completion of the corrections, the landlord shall permit the tenant to remain on the premises at the original rental for at least six months; provided, however, the tenants abide by all the tenant's obligations and responsibilities as to rent and reasonable care of the premises.~~

~~(Code 1968, § 34-39.1; Ord. No. 91-050, § 1, 8-1-91)~~

~~Sec. 34-160. - Forfeiture of withheld rent.~~

~~Whenever a dwelling, dwelling unit, rooming house or hotel has been subjected to rental withholding proceedings as authorized by this chapter and the owner or operator has failed to correct violations of this chapter; and the owner or operator responsible for compliance with the provisions of this chapter enters into a contract for the sale of the real estate or permits the lease to expire or voluntarily demolishes the structure; or the commissioner of licenses and inspections~~

~~orders the structure to be demolished because of its unsafe condition; or the tenant or occupant vacates the structure due to a constructive eviction found by the commissioner of licenses and inspections under section 34-151(2); the withheld rents in the possession of the city shall be paid to the tenant or occupant of the premises upon the order of the commissioner of licenses and inspections or of a court of competent jurisdiction. The person receiving such forfeiture payment shall present a receipt or other written proof demonstrating that such person is entitled to receive the withheld rents.~~

~~(Code 1968, § 34-39.2; Ord. No. 91-050, § 1, 8-1-91)~~

~~Sec. 34-161. - Termination of agreement; funds in escrow.~~

~~Whenever the commissioner of licenses and inspections shall determine that the rent withholding provisions of this division are no longer applicable to effect the work to be done, either by the owner, agent or operator, or that the repairs shall not or will not be made by the city, pursuant to section 34-158, the rent withholding agreement shall be terminated. Funds, if any, held in escrow at the time of termination shall be disbursed to the owner, agent, or operator, or to the tenant, or to both, as directed by the commissioner of licenses and inspections. Any future rental payments shall be the responsibility of the tenant.~~

~~(Code 1968, § 34-39.3; Ord. No. 91-050, § 1(34-39.3), 8-1-91)~~

~~Sec. 34-162. - Eviction proceedings prohibited during proceedings.~~

~~Except as otherwise provided by section 34-157, during the pendency of any proceedings under this division for rent withholding, no owner or operator shall bring any proceedings to dispossess the tenant for nonpayment of rent or any action for rent or rental value.~~

~~(Code 1968, § 34-40)~~

~~Secs. 34-163 – 34-185. - Reserved.~~

~~DIVISION 6.~~ - OCCUPANCY OF CERTAIN RENTAL UNITS, VIOLATING CHAPTER, UNDER CERTAIN CONDITIONS

Sec. 34-186. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Commissioner of licenses and inspections* means the commissioner or his duly authorized delegate.

*Landlord* means the owner of a dwelling unit or a building containing multiple dwelling units for residential purposes.

(Code 1968, § 34-40.1)

**Cross reference—** Definitions and rules of construction generally, § 1-2.

Sec. 34-187. - Landlord's permit.

Whenever the owner of property shall by affidavit swear or affirm to the commissioner of licenses and inspections that because of vandalism, malicious mischief or any other valid security reason, he has been unable to meet all of the requirements of the city building maintenance and housing code as they relate to those requirements other than those basic to human safety and health, the commissioner, upon the applicant's payment of a $25.00 fee, may grant a temporary certificate allowing such premises to be rented under the following conditions:

(1) That the landlord have a bona fide tenant who is willing to rent the premises in their present condition and resides therein.

(2) That the landlord shall have already engaged the services of a licensed contractor and obtained the necessary permits if required. Wherein the landlord states that he intends to correct the violation himself, he will be required to sign an affidavit to this effect. All work must be completed within a 90-day period.

(Code 1968, § 34-40.2(a))

~~Secs. Sec.~~ 34-188~~. - Payment of rent to city.~~

~~Until all violations of this chapter existing at the time occupancy is permitted and the new violations which occur not as a result of tenant abuse are corrected, the entire rent will be paid to the department of finance of the city. As soon as compliance is achieved, the tenant shall make future payments directly to the landlord and a regular certificate of occupancy shall issue.~~

~~(Code 1968, § 34-~~199. – Reserved.

DIVISION 6. IMPROVEMENTS TO EXTERIORS OF VACANT BUILDINGS.

34-200. – Authorizations of improvements to exteriors of vacant buildings or structures; procedures; liens for the costs incurred.

(a) Authorization. The Department of Licenses and Inspections is authorized to initiate the making of improvements to the exteriors of vacant buildings or structures in accordance with this section and pursuant to the provisions of 25 Del. C. ch. 29 (§ 2901 et seq.) and 25 Del. C. ch. 46 (§ 4601 et seq.).

(1) Eligible buildings or structures. If the owner has failed to rehabilitate or demolish:

i. A building that is vacant or abandoned and deemed to be unsafe, or

ii. Any other building or structure that is vacant and amendable to rehabilitation if made secure, the commissioner of licenses and inspections may recommend that exterior improvements be made or caused to be made to such building or structure so as to render the

building or structure safe and secure and to prevent further structural damage from rain and other natural causes, and that a lien be duly recorded in order that the city may recover the costs incurred by public expenditure for the same.

(2) Types of improvements. Exterior improvements, authorized herein, may include, but are not limited to: Repairs to or replacement of any of the structural components of such buildings or structures, sidewalks in the right-of-way or on the lot on which the building or structure is located, steps, porches, railings, columns, windows, doors, exterior painting, brick pointing and roofing, and any other repairs or replacements deemed appropriate to protect and secure the structural integrity of the building or structure and to prevent further damage that would render the building or structure unsafe. The costs incurred by the city for any such improvements shall be referred to as "exterior improvement costs." Such exterior improvement costs incurred by the city shall be recorded by lien in accordance with the provisions of 25 Del. C. ch. 46 (§ 4601 et seq.).

~~(3) 40.2(b))~~

~~Sec. 34-189. - Use of rent to correct violations.~~

~~The commissioner of licenses and inspections in his sole discretion and without the necessity of seeking further permission from the landlord may direct the rent collected by the department of finance toward the correction of any of the violations according to a progress chart which shall be agreed upon by the commissioner and landlord at the time the temporary occupancy permit is issued.~~

~~(Code 1968, § 34-40.2(c))~~

~~Sec. 34-190. - Procurement and records division to receive bids.~~

~~The commissioner of licenses and inspections shall make a request of the procurement and records division to receive bids from qualified city-licensed contractors. The procurement and records division of the department of finance will award the work to the successful bidder. The cost of the work contracted shall at no time exceed the monies collected for the subject unit.~~

~~(Code 1968, § 34-40.2(d); Ord. No. 92-053(sub 1), § 1(c), 7-2-92)~~

~~Sec. 34-191. - Violations not noted in original inspection.~~

~~Any violations not noted by the commissioner or his delegate at the time of the original inspection and which in the opinion of the commissioner or his delegate have resulted from tenant abuse or misuse shall not be the responsibility of the landlord.~~

~~(Code 1968, § 34-40.2(e))~~

~~Sec. 34-192. - Landlord not to interrupt work.~~

~~Any work not begun by the landlord in the specified time and subsequently approved by the commissioner of licenses and inspections to be done according to the procedures in this chapter shall not be interrupted or interfered with by the landlord in any way whatsoever. The commissioner may in his discretion, however, extend the time allotted in the progress chart for good cause shown. If the landlord, however, completes the specified work prior to the commencement of work by the contractor, and such work is completed to the satisfaction of the commissioner, he shall be responsible only for a $50.00 late charge in order to reinstate his occupancy permit.~~

~~(Code 1968, § 34-40.2(f))~~

~~Sec. 34-193. - Disposition of funds.~~

~~All funds collected by the department of finance shall be expended to correct deficiencies, it being the express purpose of this division to improve housing units and not otherwise. If the tenant vacates the unit, voluntarily or otherwise, the funds so held shall be held without further application for a period of 90 days or when a new tenant is found, whichever first occurs, and a new progress chart shall be instituted between the landlord and commissioner. If after 90 days a new tenant is not found, the fund shall be returned to the landlord without interest.~~

~~(Code 1968, § 34-40.2(g))~~

~~Sec. 34-194. - Tenant's rights, remedies and responsibilities.~~

~~In every case wherein this procedure is adopted, the tenant shall be instructed by the commissioner as to his rights, remedies and responsibilities under this division.~~

~~(Code 1968, § 34-40.2(h))~~

~~Sec. 34-195. - Landlord to sign agreement.~~

~~Every landlord applying for a temporary permit under this division shall sign an agreement to the effect that he understands its provisions and agrees to abide by them. Any landlord who in his opinion is aggrieved by the action of the commissioner may appeal such decision to the board of license and inspection review.~~

~~(Code 1968, § 34-40.2(i))~~

~~Sec. 34-196. - Rights of tenants and landlord not affected.~~

~~This division shall in no way affect the right of any tenant or landlord under any existing state law regarding landlords and tenants in effect at the time of its passage.~~

~~(Code 1968, § 34-40.3)~~

Approval and certification of improvements to be made. The commissioner of licenses and inspections, his duly authorized designee, the director of real estate and housing and the director of planning, or the duly authorized designee of each of the same, shall by majority approval of a written authorization certify that specific exterior improvements shall be made to a building or structure, identified by street address and tax parcel number, in accordance with this subsection. Such written authorization shall be forwarded to the procurement and records division and to the finance director with specifications prepared for the particular improvements authorized to be made and for no other improvements. In an emergency affecting the public safety as determined by the commissioner of licenses and inspections or his designee, the rendering of exterior improvements to secure the structure may be expedited in lieu of the requirements of this certification subsection.

(4) Notice to owner. When exterior improvements have been authorized as aforesaid and specifications for the same have been prepared, the department of licenses and inspections shall provide notice to the record owner or owners of the subject building or structure and to any record lien holders that such exterior improvements will be undertaken and the date of commencement of the same. For purposes of this subsection, the mailing of a certified letter, return receipt requested, at least 30 days prior to the commencement of the exterior improvements, to the last known address of the record owner, owners or lien holders and notifying same of the address of the property to be improved, the tax parcel number, the condition of the property and the legal right of the city to obtain a judgment against the owner and a lien against the property after completion of the exterior improvements, shall be deemed to be sufficient notice.

(b) Costs incurred as debt owing to city. Whatever expenses are incurred in relation to authorized exterior improvements pursuant to this subsection shall be paid by the city treasurer out of monies in the treasury and the owner or owners shall be jointly and severally liable to the city for the full amount so expended. Whenever exterior improvement costs have been incurred as aforesaid, the expenditure of public funds for exterior improvements to any vacant or abandoned building deemed to be unsafe or any other vacant building or structure, following notice to the owners, being the costs so incurred, with legal interest thereon from the date of expenditure, shall be reimbursed to the city, on demand, by the person or persons who were the owner or owners of such building or structure at the time such work of exterior improvement commenced. The city may maintain an action of law in debt or assumpsit against the owner or owners to recover the sums of money so expended, plus lawful interest and cost. When any person is found guilty, whether by trial or admission, of violating any provision of this chapter or chapter 4, in any instance in which such person, at the time of sentencing for such violation, also has not reimbursed the city for the costs incurred by the city in making or causing

to be made any exterior improvements, pursuant to this subsection, to any building or structure regarding which such person or persons have been found guilty, as provided, the court shall order such person or persons to make full restitution to the city for such exterior improvement costs in addition to and not in lieu of any fines which the court may impose.

(c) Entering of lien. When the city expends public funds for the purpose of exterior improvements to any vacant or abandoned building or structure deemed to be unsafe or any other vacant building or structure within the city, after such notice as aforesaid, the city may enter a lien for the amount so expended, with interest accrued thereon, on the lands and premises on which such work of exterior improvements was performed by means of the department of finance and the city solicitor forwarding directions to the prothonotary for New Castle County for the entering of such exterior improvement liens in a docket for the same.

(d) Satisfaction. When the department of finance and the city solicitor have determined the exterior improvement costs and interest, the entering of the lien shall be done by forwarding to the prothonotary the information as aforesaid. Whenever any such lien is satisfied by payment, the department of finance and the city solicitor may so advise the prothonotary in order that there shall be entered in the prothonotary's records the date of final payment and the words 'satisfied in full' pursuant to 25 Del. C. § 4603(d).

(e) Rules and regulations. The department of licenses and inspections may adopt rules and regulations as deemed necessary and proper for the administration of this subsection, subject to approval by the administrative board.

Secs. 34-201 – 34-209. – Reserved.

DIVISION 7 – REGISTRATION OF VACANT BUILDINGS AND REGISTRATION FEES.

Sec. 34-210. – Annual registration of vacant buildings and registration fees.

(a) Purpose. The purpose of this section requiring the registration of all vacant buildings and the payment of registration fees is to assist the city government, particularly the department of licenses and inspections (DLI) in protecting the public health, safety and welfare, to monitor the number of vacant buildings in the city to assess the effects of the condition of those buildings on nearby businesses and the neighborhoods in which they are located, particularly in light of fire safety hazards and unlawful, temporary occupancy by transients, including illicit drug users and traffickers, and to require of the owners of such vacant buildings their registration and the payment of related fees, and to promote substantial efforts to rehabilitate such vacant buildings. The provisions of this section are applicable to the owners of such vacant buildings as set forth herein and are in addition to and not in lieu of any and all other applicable

provisions of this chapter, the health and sanitation code, and any other applicable provisions of the Wilmington City Code.

(b) *Definitions and applicability; registration statement and fees.*

(1) *Definitions. For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:*

(A) *Boarded:* A building or structure subject to the provisions of this section shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window.

(B) *Exterior maintenance and major systems:* The phrase "exterior maintenance and major systems" shall mean the safe and lawful maintenance of the facade, windows, doors, roof, and other parts of the exterior of the building and the maintenance of its major systems consisting of the roof, the electrical and plumbing systems, the water supply system, the sewer system, and the sidewalk, drive-way, if any, area of the lot, as applicable and as enforced by the department of licenses and inspections.

(C) *Occupied:* Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, nontransient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid city business license, or the most recent, federal, state, or city income tax statements indicating that the subject property is the official business or residence address of the person or business claiming occupancy; or proof of pre-rental inspection.

(D) *Occupancy ready:* Any building that is vacant, but has been recently rehabilitated and a certificate of occupancy or certificate of completion has been issued by the department of licenses and inspections allowing the building to be lawfully occupied, or if the property has not been recently rehabilitated, the property meets all minimum code requirements and may be immediately occupied. Whether a building is "occupancy ready" shall be determined by department of licenses and inspections through an inspection of the building. The classification "occupancy ready" shall only apply to the vacant registration requirements of this section, and does not apply to any other section of the code.

(E) *Open:* A building or structure subject to the provisions of this section shall be deemed to be "open" if any one or more exterior doors other

than a storm door is broken, open and, or closed but, without a properly functioning lock to secure it, or if one or more windows is broken or not capable of being locked and secured from intrusion, or any combination of the same.

(F) *Owner:* An owner of the freehold of the premises or any lesser estate therein, a mortgagee, a vendee-in-possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a building subject to the provisions of this section, and as set forth below.

(G) *Vacant:* A building or structure shall be deemed to be vacant if no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, nontransient basis.

(2) *Applicability.* The requirements of this section shall be applicable to each owner of any building that is not a dwelling that shall have been vacant for more than 6 consecutive months and to each owner of residential property consisting of one or more vacant dwellings that shall have been vacant at least 6 consecutive months. Each such owner shall cause to be filed a notarized registration statement, which shall include the street address and parcel number of each such vacant building, the names and addresses of all owners, as hereinafter described, and any other information deemed necessary by the department of licenses and inspections. The registration fee(s) as required by subsection (b)(3) of this section shall be billed by the department of licenses and inspections and shall be paid by the first business day of January of each year. For purposes of this section, the following shall also be applicable:

(A) If the owner is a corporation, the registration statement shall provide the names and residence addresses of all officers and directors of the corporation and shall be accompanied by a copy of the most recent annual franchise tax report filed with the secretary of state;

(B) If an estate, the name and business address of the executor of the estate;

(C) If a trust, the name and address of all trustees, grantors, and beneficiaries;

(D) If a partnership, the names and residence addresses of all partners with an interest of ten percent or greater;

(E) If any other form of unincorporated association, the names and residence addresses of all principals with an interest of ten percent or greater;

(F) If an individual person, the name and residence address of that individual person.

(3) *Registration statement and fees; local agent.* If none of the persons listed, as above, is shown at an address within the state, the registration statement also shall provide the name and address of a person who resides within the state and who is authorized to accept service of process on behalf of the owners and who

shall be designated as a responsible, local party or agent, both for purposes of notification in the event of an emergency affecting the public health, safety or welfare and for purposes of service of any and all notices or registration statements as herein authorized and in connection herewith. Registration shall be required for all vacant buildings, whether vacant and secure, vacant and open, vacant and boarded, or occupancy ready and shall be required within 30 days of whenever any building has remained vacant for at least six consecutive months and within 30 days of a change in ownership of a building that has been vacant at least six consecutive months. In no instance shall the registration of a vacant building and the payment of registration fees be construed to exonerate the owner, agent or responsible party from responsibility for compliance with any other building code or housing code requirement. One registration statement may be filed to include all vacant buildings of the owner so registering. The owner of the vacant property as of November 1 of each calendar year shall be responsible for the payment of the non-refundable registration fee, except buildings deemed "occupancy ready" by the department of licenses and inspections and actively for sale or lease shall be exempt from imposition of the annual registration fee. However, buildings deemed "occupancy ready" by the department of licenses and inspections shall only be exempt from imposition of the annual registration fee for no more than 2 consecutive billing cycles. Except as provided in subsection (b)(3)(ix)(A) below, said fee shall be billed by the department of licenses and inspections and based on the duration of the vacancy as determined by the following scale:

(i.) No fee for properties that are vacant for less than one year;

(ii.) $500.00 for properties that are vacant for at least one year but less than two years;

(iii.) $1,000.00 for properties that are vacant for at least two years but less than three years;

(iv.) $5,000.00 for properties that are vacant for at least three years but less than four years;

(v.) $10,000.00 for properties that are vacant for at least four years but less than five years;

(vi.) $12,000.00 for properties that are vacant for at least five years, but less than six years;

(vii.) $14,000.00 for properties that are vacant for at least six years, but less than seven years;

(viii.) $16,000.00 for properties that are vacant for at least seven years, but less than eight years; and

(ix.) $18,000.00 for properties that are vacant for at least eight years, and an additional $2,000.00 for each year in excess of eight years.

(A) The vacant registration fee billed to a housing provider meeting the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code and who receives a vacant building directly from the city or who receives public funds from the city for the

acquisition, rehabilitation or redevelopment of a vacant building shall not be based on the duration of the vacancy prior to the non-profit housing provider receiving the vacant building from the city or receiving the funds from the city, but rather from the time it received the vacant building or funds from the city. This provision shall be retroactive to May 1, 2003.

(B) The vacant registration fee billed to the purchaser of a property from the Wilmington Neighborhood Conservancy Land Bank Corporation shall not be based on the duration of the vacancy prior to purchase, but rather from the time the purchaser received the vacant building from the Wilmington Neighborhood Conservancy Land Bank Corporation.

(4) Appeal rights. The owner shall have the right to appeal the imposition of the registration fees to the Licenses and Inspection Review Board, upon filing an application in writing with the applicable $50.00 non-refundable filing fee to the Department of Licenses and Inspections no later than 30 calendar days after the date of the billing statement. On appeal, the owner shall bear the burden of providing satisfactory objective proof of occupancy, as defined in Section 34-500(b)(1)(C).

(5) One time waiver of registration fee. A one-time waiver of the registration fee, or an extension of a waiver for up to 12 months form the date of the billing statement immediately following the waiver, may be granted by the Commissioner of Licenses and Inspections upon application of the owner and upon review and advice of the law department, within 30 calendar days from the date of the bill for the registration fee, if the owner

(i.) Demonstrate with satisfactory proof that he/she is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; and

(ii.) Objectively demonstrates the anticipated length of time for the demolition, rehabilitation, or other substantial repair of the vacant building; or

(iii.) Provides satisfactory proof that he/she was actively attempting to sell or lease the property during the vacancy period.

(6) Four-year waiver. Upon application by the owner and satisfaction of subsection (b)(5) above, the commissioner may, upon advice and review of the law department, grant a one-time four year waiver of the registration fee, or an extension of a waiver for up to 12 months from the date of the billing statement immediately following the waiver, if the owner meets the criteria for non-profit organizations as defined by Section 501(c)(3) of the Internal Revenue Code. With regard to an extension of a waiver only, the time period of the extension shall commence from the date of the billing statement (November 1 of the applicable calendar year) and, in no event, shall the extension exceed 12 months. An extension of a waiver shall only be granted once.

(7) Delinquent registration fees as a lien. After the owner is given notice of the amount of the registration fee due, except for those owners that have properly perfected an appeal pursuant to subsection (b) (4) above, and the owner fails to pay the amount due, said amount shall constitute a debt due and owing to the city, and the city may commence a civil action to collect such the unpaid debt.

(c) Duty to amend registration statement. If the status of the registration information changes during the course of any calendar year, it is the responsibility of the owner, responsible party or agent for the same to contact the department of licenses and inspections within 30 days of the occurrence of such change and advise the department in writing of those changes.

(d) Exceptions. This section shall not apply to any building owned by the United States, the state, the city, nor to any of their respective agencies or political subdivisions and the Wilmington Neighborhood Conservancy Land Bank Corporation.

(e) Violations; penalties.

(1) The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to pay any fees required to be paid pursuant to the provisions of this section, within 30 days after they become due, shall be subject to and liable for a fine pursuant to sec. 34-37.

(2) The failure or refusal for any reason of any owner, or agent of an owner acting on behalf of the owner, to register a vacant building as required by subsection (b)(3) above, shall be subject to and liable for a civil fine of $500.00.

(f) Abatement of delinquent vacant registration fees. Upon application of the owner, the city, in its discretion, may enter into an agreement with the owner of a vacant property whereby the city agrees to void all delinquent vacant registration fees owed by the owner if the owner obtains a certificate of occupancy or certificate of completion for the property within six (6) months of the date of the agreement such that the building may be lawfully occupied.

(1) Eligibility. At the time of application, the owner must provide the following documentation to the Commissioner of Licenses and Inspections:

(i) Proof that he or she owns the property; and

(ii) A detailed scope of the work required to obtain a certificate of occupancy or certificate of completion for the property; and

(iii) Objective, satisfactory proof that he or she has adequate funds and/or financing to complete all work necessary to obtain a certificate of occupancy or certificate of completion within six (6) months of the date of the agreement; and

(iv) If applicable, satisfactory proof that a licensed contractor has been engaged to perform the required work; and

(v) Satisfactory proof that the intended use of the property conforms

with all zoning requirements; and

(vi) The owner must be current on all other city obligations, including but not limited to charges related to taxes, water, sewer, stormwater, permits, registration fees, business licenses, parking tickets, civil penalties, and red light tickets.

(2)~~197~~ If the owner satisfies subsection (f)(1), and the city enters into an agreement with the owner as contemplated by subsection (f), the city shall not file a monition action against the subject property for the length of the agreement. However, the delinquent vacant registration fees shall remain a lien against the property.

(3) Delinquent vacant registration fees subject to the agreement contemplated by subsection (f) shall only be voided under this subsection if the owner obtains a certificate of occupancy or certificate of completion for the property within six (6) months of the date of the agreement such that the building may be lawfully occupied. If the owner fails to obtain a certificate of occupancy or certificate of completion within the six (6) month time period, the delinquent vacant registration fees remain liens on the property, and the property is subject to monition by the city.

(4) A decision by the city not to enter into an agreement under this subsection shall not be subject to appeal.

Secs. 34-211 – 34-230. – Reserved.

ARTICLE III. - MINIMUM STANDARDS AND REQUIREMENTS[2]

Footnotes:

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**Cross reference**— Lead paint, § 13-131 et seq.

DIVISION 1. - GENERALLY

Sec. 34-231. - Basic equipment and facilities.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

(1) *Kitchen sink.* Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to the city water and sewer system.

(2) —___*Toilet room, toilet and lavatory.* Every dwelling unit shall contain a room which affords privacy to a person with such room and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to the city water and sewer system.

(3) —___*Bathroom, bathtub* or *shower.* Every dwelling unit shall contain, within a room which affords privacy to a person within such room, a bathtub or shower in good working condition and properly connected to the city water and sewer system, and these facilities may be situate in the same room as those required by subsection (2) of this section.

(4) —___*Hot and cold water.* Every kitchen sink, lavatory basin and bathtub or shower required under the provisions of subsections (1), (2) and (3) of this section shall be properly connected with both hot and cold water lines.

(5) —___*Garbage disposal and garbage and rubbish storage facilities.* Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers and adequate rubbish storage facilities, the type and location of which are approved by the enforcement officer. Garbage shall be kept in storage containers separate from rubbish storage containers. Every dwelling unit shall have a sufficient number of metal or plastic containers covered with a watertight metal or plastic lid and of a capacity of not less than 15 gallons nor more than 100 gallons.

(6) —___*Water-heating facilities.* Every dwelling unit shall have supplied water-heating facilities which are properly installed, are maintained in a safe and good working condition, are properly connected with hot water lines required under the provisions of subsection (4) of this section, and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating facilities shall be capable of meeting the requirements of this subsection when the dwelling or dwelling unit heating facilities required under the provisions of section 34-234(5) are not in operation.

(7) —___*Means of egress.* Every dwelling unit shall have safe, unobstructed means of egress leading to safe and open space at ground level which complies with applicable city and state regulations.

(8) —___*Maintenance of plumbing and plumbing fixtures.* All plumbing, water closets and other plumbing fixtures in a dwelling unit shall be maintained in good order and repair and in accordance with the requirements of the city building code and plumbing code.

(9) *Penalty.* Any violation of this section is subject to a penalty pursuant to section 34-37. In accordance with section 34-37, any owner-occupant who violates this section shall not be subject to a civil fine as provided for in section 34-37(d), but rather shall only be subject to sections 34-37(a)-(c).

(Code 1968, § 34-41; Ord. No. 06-054(sub 1), § 3, 10-19-06)

Sec. 34-232. - Smoke-detection devices; requirements.

(a) *Installation required.*

(1) ___*Dwellings.* All structures and dwellings shall be equipped with smoke detectors and fire protection equipment as required by the provisions of chapter 4 and the city's building code.

(2) ___*Unlawful acts:* In addition to and not in lieu of any other provisions of this section and of this Code, it shall be unlawful for any person responsible for the installation of a smoke detector to fail to so install it. It shall be unlawful for any person to tamper with, damage or render inoperative, such as, but not exclusively, by disconnecting electrical wiring or by removing the batteries from any smoke detector.

(b) _*Type of detection devices.* Detection devices shall be of the photo-electric or ionization type and shall be electric, 110 volts, alternating current, or battery-powered smoke detectors, Underwriters' Laboratory or Factory Mutual Approved.

(1) ___Electric units shall be direct-wired on a separate circuit on the line side of service equipment, immediately fused with proper size fuse. Detector wiring shall be minimum 14 gauge wire. All wiring shall comply with the National Electric Code and shall be performed by registered, licensed electricians.

(2) ___Battery-powered units shall be permitted only in structures built prior to 1983 or not substantially renovated since 1983. Where battery-powered units are permitted, the battery shall be of the type approved for the detector and shall provide a minimum of 12 months' service. Battery-powered units shall be equipped with an audible sounding device to alert occupants of the need for battery replacements. In rental dwelling units where battery-powered devices are permitted, after installation of the detection device at the landlord's expense, in accordance with subsection (a) of this section, it shall be the tenant's responsibility, unless otherwise provided in the tenant's lease agreement, to:

a. _Make periodic inspections of the unit to determine that it is in proper working order;

b. _Notify the landlord of any malfunction of such detection device which the landlord shall then repair or replace at his own expense; and

c. _Replace the batteries when necessary during the entire term of the rental agreement.

(c) *Audible signal.* Detection devices shall be equipped with an audible sounding device that provides a steady signal with a minimum decibel rating of 85 decibels.

(d) _*Number of devices required.* A minimum of one device shall be required in one-story and two-story single-family dwelling units. Dwelling units consisting of three or more stories shall be equipped with a minimum of two devices. Buildings containing two or more dwelling units shall be equipped with a minimum of one device for each individual dwelling unit. The minimum requirement of this section is that one detector shall be installed on the first floor level at or near the stairs leading to the second floor level, or one detector shall be placed at the second floor level at or near the top of the stairs. In dwellings having basements or cellars, an additional smoke detector shall be installed at or near the top of the stairs leading from the basement or cellar to the first floor level. This section shall not limit the number of detectors required in residential buildings, where the design, arrangement or configuration of the interior would require additional detectors in additional areas of the

protected premises, when in the judgment of the authority having jurisdiction, placement of additional detectors is necessary for the protection of the occupants.

(e) —_*Authority having jurisdiction.* The commissioner of licenses and inspections and the fire marshal shall have concurrent jurisdiction for purposes of enforcing compliance with this section. The authority vested in the commissioner of licenses and inspections for enforcement of the provisions of the housing and building codes for purposes of conformity with the provisions of this section may be delegated to the office of the fire marshal.

(f) —_*Supervision of enforcement.* All general contractors, subcontractors and their agents who install electric, 110-volt alternating-current powered smoke-detection devices shall be registered with the office of the city fire marshal in order to sell, distribute, furnish or install smoke-detection equipment within the city. It shall be the responsibility of the contractor, installer, or seller of electrical 110-volt, alternating current-powered smoke detectors to certify in writing to the commissioner of licenses and inspections that such device is in compliance with this section. This subsection shall not apply to persons who perform the actual installation of smoke detectors in dwelling units they own; however, such installations shall still require any applicable inspections required by the building code.

~~(g) *Penalties.* Any violation of the provisions of this section shall render the owner or operator or agent of the owner or operator of the building, or the tenant of rental property, if the rental agreement so provides in accordance with subsection (b)(2)b of this section, and/or the general contractor, subcontractors or their agents, liable for a fine of not less than $300.00 per violation.~~

(Code 1968, § 34-41.1; Ord. No. 92-053(sub 1), § 21(b), 7-2-92)

**State Law reference**— Basic equipment and facilities, 31 Del. C. § 4116 et seq.; residential smoke detectors, 16 Del. C. § 1622 et seq.

Sec. 34-232.1. - Carbon monoxide alarm devices; requirements.

Every building of residential or mixed occupancy, in which there are one or more residential units, shall be equipped with approved carbon monoxide alarms in accordance with this chapter.

(1) —___*Location.* Not less than one approved carbon monoxide alarm shall be installed in each residential unit. The alarm shall be installed within 40 feet of each room used for sleeping purposes. The carbon monoxide alarm should be placed so it will be easily audible in all sleeping rooms. The carbon monoxide alarm shall be installed according to the manufacturer's instructions.

In every hotel and motel, one approved carbon monoxide alarm shall be installed for every 10,000 square feet of floor area, or fraction thereof, (1) on every floor on which a fossil fuel-burning boiler or furnace is located, and (2) on every floor on which sleeping rooms are heated by any type of warm air heating plant that burns fossil fuel. The floor area shall be computed separately for each floor. The carbon monoxide alarm should be placed so it will be easily audible to all sleeping rooms. The carbon monoxide detector shall be installed according to the manufacturer's specifications.

(2) —___*Exemptions.* The following residential units and hotels/motels shall not be required to have carbon monoxide alarms:

a. A residential unit in a building or hotel/motel that does not rely on combustion of fossil fuel for heat, ventilation or hot water, and is not sufficiently close to any ventilation source of carbon monoxide, as determined by the commissioner of licenses and inspections or his or her designee, to receive carbon monoxide from that source.

b. A residential unit or hotel/motel that:

1. Is heated by steam, hot water or electric heat;

2. Is not connected by ductwork or ventilation shafts to any room containing a fossil fuel-burning boiler or heater; and

3. Is not sufficiently close to any ventilated source of carbon monoxide, as determined by the commissioner of licenses and inspections or his designee, to receive carbon monoxide from that source.

(3) —___*Dwelling units heated by space heaters.* Each dwelling unit or hotel/motel employing space heating equipment that is located within the dwelling unit or hotel/motel room and that burns fossil fuel shall be equipped with at least one carbon monoxide alarm. The carbon monoxide alarm should be installed according to the manufacturer's specifications.

(4) —___*Standards.* Every approved carbon monoxide alarm shall comply with all applicable federal and state regulations, and shall bear the label of a nationally recognized standard testing laboratory, and shall meet the standard of UL 2034 or its equivalent. The commissioner of licenses and inspections may issue rules and regulations not inconsistent with the provisions of this chapter, for the implementation and administration of the provisions of this chapter relating to carbon monoxide alarms.

(5) —___*Battery removal violations~~—Penalty~~.* It shall be unlawful for any person to remove batteries from a carbon monoxide alarm required under this chapter, or in any way to make inoperable a carbon monoxide alarm required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries. ~~Any person who violates this section shall be punished by a fine of not less than $300.00 per violation.~~

(6) —___O*wner's and tenant's responsibilities.* The owner of a structure shall install the carbon monoxide alarm(s) and supply required carbon monoxide testing and maintenance information to at least one adult tenant in each dwelling unit. The tenant shall test, provide general maintenance, and replace required batteries for carbon monoxide alarms located in the tenant's dwelling unit.

(7) —___*Building heated by central fossil fuel powered heating unit.* The owner or owner's agent of every residential building with more than one unit within the building that is heated by one main central fossil fuel powered heating unit, and that is not exempted under this section, shall install one approved carbon monoxide alarm on the floor containing the central heating unit. The owner shall test, provide general maintenance,

and replace required batteries for carbon monoxide alarms located in this area. The carbon monoxide alarm shall be installed according to the manufacturer's instructions.

(8) —___*Fossil fuel defined.* Whenever used in this chapter, the term "fossil fuel" shall include coal, natural gas, kerosene, oil, propane and wood.

~~(9) —*Penalties.* Any person who violates any provision of this section, for which a separate penalty is not provided, shall be subject to a fine of not less than $100.00 and not more than $1,000.00 per violation. Every day that a violation is allowed to continue shall constitute a separate and distinct offense.~~

(Ord. No. 01-003(sub 1), § 1, 3-15-01)

Sec. 34-233. - Mobile home fire safety requirements.

Any mobile home shall be equipped with smoke detection devices as described in section 34-232 of both the electric type and the battery-powered type as backup detection devices, both of which detection devices shall be located outside of bedrooms, between the bedrooms, and the living room. Each mobile home shall be equipped with at least one handheld fire extinguisher to be located in the kitchen area. No propane bottled gas shall be permitted in any mobile home unless an alternative fuel supply is not available. No portable kerosene stove or other fuel burning portable appliances for heating or cooking shall be permitted; portable means any stove except one designed for and connected to a flue outlet. Each mobile home shall be equipped with an automatic sprinkler system of a type approved by the commissioner of licenses and inspections and the fire department. Violations of this section shall be punishable as provided in section 34-232 for violations of that section.

(Code 1968, § 34-41.2)

**State Law reference—** Fire safety requirements, 31 Del. C. § 4118.

Sec. 34-234. - Light, ventilation and heating; pest control.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) —___*Window or skylight for light in habitable rooms.* Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be ten percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least ten percent of the total floor area of such room.

(2) —___*Ventilation of habitable rooms.* Every habitable room shall have at least one window or skylight which can easily be opened, or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to at least 50 percent of the minimum window area size or minimum skylight-type window size, as required in subsection (1) of this section, except where there is supplied some other device affording adequate ventilation and approved by the enforcement officer.

(3) —___*Light and ventilation for bathrooms, etc.* Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms contained in subsections (1) and (2) of this section.

(4) —___*Electrical outlets and fixtures.* Every habitable room of any dwelling shall contain at least one electric convenience outlet. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.

(5) —___*Heating facilities generally.* Every dwelling shall have supplied heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit, at a distance of three feet above flood level when the outdoor temperature is at or above zero degrees Fahrenheit.

(6) —___*Space heater requirements.* Every supplied space heater shall comply with all of the following requirements:

a.—_No space heater burning solid, liquid or gaseous fuels shall be of the portable type.

b. —_Every space heater burning solid, liquid or gaseous fuel shall be properly vented to a chimney or duct leading to outdoor space.

c. Every space heater shall have a fire-resistant panel beneath it.

d. Every space heater shall comply with all the requirements of the building code and fire code of the city and the equipment shall be approved by the electrical department of the Middle Department Association of Fire Underwriters.

(7) —___*Minimum temperatures.* Every owner or operator of any dwelling who rents, leases or lets for human habitation any dwelling unit contained within such dwelling on terms, either expressed or implied, to supply or furnish heat to the occupants thereof, shall maintain therein a minimum temperature of ~~70~~68 degrees Fahrenheit between the hours of 6:00 a.m. and 10:00 p.m. of each day and 60 degrees Fahrenheit between the hours of 10:00 p.m. and 6:00 a.m. of each day, whenever the outdoor temperature shall fall below 50 degrees Fahrenheit during such hours. Whenever a dwelling is heated by means of a furnace, boiler or other heating apparatus under the control of the owner or operator of the dwelling, such owner or operator, in the absence of a written contract or agreement to the contrary, shall be deemed to have contracted, undertaken or bound himself to furnish heat in accordance with the provisions of this subsection to every dwelling unit which contains radiator, furnace heat duct outlets or other heating apparatus outlets.

(8) —___*Lighting of public halls and stairways.* Every common area, public hall and stairway in every multiple dwelling containing three or more dwelling units shall be adequately lighted at all times. Every common area, public hall and stairway in structures devoted solely to dwelling occupancy and containing not more than two dwelling units may be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on when needed, instead of fulltime lighting. The owner or operator shall have the following responsibilities:

a.—_The owner or operator of any multiple dwelling shall have the duty of providing and the responsibility for proper maintenance of the structure's lighting system.

b. —_The owner or operator shall be responsible for having the wiring in the lighting system so arranged that the owner or operator is the party directly responsible for payment of all utility charges for that part of the lighting system by which the lighting required in this section of all common areas, public halls and stairways is provided.

(9) —___*Screens, etc.—For insect control.* During that portion of each year when the enforcement officer deems it necessary for protection against mosquitoes, flies and other insects, every ~~door opening directly from a dwelling unit to outdoor space shall have supplied screens and a self-closing device; and every~~ window or other device with openings to outdoor space, used or intended to be used for ventilation, shall ~~likewise~~ be supplied with screens covering at least 33 percent of the window area; provided, that such screens shall not be required during such periods in rooms deemed by the enforcement officer to be located high enough in the upper stories of buildings as to be free from such insects, and in rooms located in areas of this city which are deemed by the enforcement officer to have so few such insects as to render screens unnecessary. This subsection shall not apply to those buildings which have central air conditioning approved by the building official.

(10) —*Same—For rodent control.* Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance.

(11) *Penalty.* Any violation of this section is subject to a penalty pursuant to section 34-37. In accordance with section 34-37, any owner-occupant who violates this section shall not be subject to a civil fine as provided for in section 34-37(d), but rather shall only be subject to sections 34-37(a)-(c).

(Code 1968, § 34-42)

**State Law reference—** Light, ventilation and space requirements, 31 Del. C. § 4115; extermination, 31 Del. C. § 4121.

Sec. 34-235. - Space, use and location requirements.

No person shall occupy or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) —___*Floor space of dwelling units.* Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, regardless of age, the floor space to be calculated on the basis of total habitable room area, exclusive of stairways.

(2) —___*Floor space of sleeping rooms.* In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant thereof.

(3) —___*Use of cellar space.* No cellar space shall be used as a habitable room or dwelling unit unless it fully complies with the building code as adopted and amended in chapter 4 of this Code and the floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.

(4) —___*Use of basement space.* No basement space shall be used as a habitable room or dwelling unit unless it shall have been shown to the satisfaction of the building official to comply with the building code as adopted and amended in chapter 4 of this

Code and the floors and walls are impervious to leakage of underground and surface runoff of water and are insulated against dampness.

(Code 1968, § 34-43)

**State Law reference**— Space requirements, 31 Del. C. § 4115.

Sec. 34-236. - Responsibilities of owners.

(a) —_No person shall own a building or structure within the city which does not comply with the following requirements, particularly with respect to any evidence of decay of any of the items enumerated:

(1)—___*Foundations, exterior walls and roofs.* Every foundation, exterior wall and roof shall be weathertight, watertight, rodentproof and insectproof. Any evidence of decay of a foundation, exterior wall or roof shall be a violation of this section.

(2) —___*Interior partitions, walls, floors and ceilings.* Every interior partition, wall, floor and ceiling shall be capable of affording privacy and shall be kept in a good state of repair and in a clean and sanitary condition. Any evidence of decay shall be a violation of this section.

(3) —___*Drainage and removal of rain water from roofs.* All rain water shall be so drained and conveyed from every roof so as to not cause dampness in the walls, ceilings or floors of any habitable room or of any bathroom, toilet room or floors of any habitable room or of any bathroom, toilet room, basement or cellar. Any evidence of decay of a roof shall be a violation of this section.

(4) —___*Windows, exterior doors and basement hatchways.* Every window, exterior door and basement hatchway shall be weathertight and rodentproof. Any evidence of decay of a window, exterior door or basement hatchway shall be a violation of this section.

(5) —___*Exterior wood and metal surfaces.* All exterior wood and metal surfaces shall be protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike fashion. Any evidence of decay such as cracking, scaling, peeling or loose paint or decay of any other protective coating, regardless of the type of surface painted or upon which any other protective coating has been placed, shall be a violation of this section. With regard to surfaces other than wood or metal, once the decaying paint or protective covering is removed, a property owner shall repaint or re-apply any other protective coating if a protective coating is necessary to protect the surface from decay or otherwise make it weather tight.

(6)—____*Stairways, porches, etc.* Every inside and outside stairway, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon. Any evidence of decay of a stairway, porch, etc., shall be a violation of this section.

(7) —___*Plumbing fixtures; water and waste pipes.* Every supplied plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition. Any evidence of decay of such plumbing fixture, water pipe or waste pipe shall be a violation of this section.

(8) —___*Chimneys and smoke pipes.* Every chimney and every supplied smoke pipe shall be adequately supported.

(9) —___*Toilet room and bathroom floors.* Every toilet room, floor surface and bathroom floor surface shall be maintained so as to be impervious to water and shall be kept in a clean and sanitary condition.

(10)—__*Facilities, equipment and utilities generally.* Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function properly and shall be maintained in good working condition.

(11) —*Removing, discontinuing, etc., services, facilities, equipment or utilities.* No owner or operator shall cause any service, facility equipment or utility which is required to be supplied under the provisions of this chapter to be removed from, shutoff from or discontinued for any occupied ~~dwelling or dwelling unit let or occupied by him~~building, except for such temporary interruption as may be necessary while actual repairs, replacements or alterations are in the process of being made.

(12) —*Pest control.* Every owner of a ~~dwelling containing two or more dwelling units~~building shall be responsible for the extermination of insects, rodents or other pests on the premises. Whenever infestation exists in ~~two~~any building or ~~more~~any part of ~~the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units~~any building, extermination thereof shall be the responsibility of the owner~~.~~ and extermination must be performed by a licensed exterminator.

(13) —*Cleanliness, etc., of communal, shared or public areas.* Every owner of a ~~dwelling containing two or more dwelling units~~building shall be responsible for maintaining in a clean and sanitary condition all communal, shared or public areas of the ~~dwelling~~building and the premises thereof ~~which are used or shared by the occupants of two or more dwelling units~~.

(14) —*Cleanliness, etc., of occupied ~~dwelling units~~buildings generally.* No owner shall occupy or rent to any other person for occupancy or allow any other person to occupy any vacant ~~dwelling unit~~building or any part thereof, unless it is clean, sanitary and ~~complies~~in compliance with all provisions of this chapter and all rules and regulations ~~adopted~~promulgated pursuant thereto.

(15) —*Open ditches or excavations.* All open ditches or excavations ~~which~~that present a safety or health hazard shall be filled or protected to eliminate such hazard.

(16) —*Drainage generally.* All parts of ~~dwellings, dwelling units or rooming units~~all buildings and premises shall be so drained as to prevent unsanitary accumulation of water in cellars or basements or any nuisance to or excessive drainage upon sidewalks and adjoining properties.

(17) —*Fences.* All fences located on an individual's property shall be maintained in good condition. Evidence of disrepair such as large holes, collapsed sections, missing sections, missing or broken railings and/or posts, shall be a violation of this section.

(b) —Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be ~~deemed guilty of~~subject to a ~~misdemeanor~~penalty pursuant to section 34-37 and ~~upon conviction, shall be punished by a fine of not less than $100.00, together with~~any applicable remediation costs ~~and disbursements of prosecution, or be imprisoned for a period not exceeding six months, or by both such fine and imprisonment.~~.

(c) ~~—After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section, or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~

~~(d)~~ —Each ~~day's~~week's failure to comply with any order of the commissioner of licenses and inspections, based upon the provisions of this section, or the provisions of any rule or regulation adopted by the department of licenses and inspections before the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

(d) When, in the opinion of the commissioner of licenses and inspections, the structural integrity of any structure is potentially compromised, the commissioner of licenses and inspections may order that a structural analysis be performed by a licensed structural engineer to determine the integrity of the structure. The structural engineer shall submit a detailed

report on how to repair or address any hazardous situation presented by such structure. The cost of the structural engineer's report shall be classified as an enforcement cost and shall be recoverable from the owner of the property.

(Code 1968, § 34-44; Ord. No. 97-092, § 1, 12-4-97~~; Ord. No. 14-033(sub 1), § 1, 2-18-16~~)

**State Law reference**— Responsibilities of owners and occupants, 31 Del. C. § 4120.

Sec. 34-237. - Responsibilities of occupants; penalties for violations.

(a) The occupants of every dwelling or dwelling unit shall comply with the following requirements:

(1) *Cleanliness and sanitation generally.* Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

(2) *Disposal of rubbish.* Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required by sections 34-231 and 13-7.

(3) *Disposal of garbage.* Every occupant of a dwelling or dwelling unit shall dispose of all his garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers required by sections 34-231 and 13-7.

(4) *Screens, storm doors and windows.* Every occupant of a dwelling or dwelling unit shall be responsible for handling all screens and double or storm doors and windows whenever the same are required under the provisions of this chapter or of any rule or regulation adopted pursuant thereto, except where the owner has agreed to supply such service.

(5) *Pest control.* Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. The owner's responsibilities are as follows:

(a) Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a ratproof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

(b) Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

(6) *Plumbing fixtures.* Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

(7) ~~—~~ ___*Heating facilities.* Every occupant of a dwelling unit shall be responsible for the exercise of reasonable care, proper use and proper operation of supplied heating facilities.

(8) ~~—~~ ___*Care and use generally.* Every occupant of a dwelling unit which is let or rented from another shall be responsible for the exercise of reasonable care and the proper use of the dwelling unit and its component parts and supplied facilities and equipment such as screens, screen doors, garbage and rubbish containers. No occupant of a dwelling unit which is let or rented from another shall neglect the maintenance of the dwelling unit such that it has an injurious effect on the health, safety or welfare of the occupants themselves or of immediate neighbors.

~~(9) *High grass and weeds.* Every occupant of a dwelling unit which is let or rented shall be responsible for weeds or grasses growing or accumulating on land of which he or she is the occupant, which includes, but is not limited to any public right-of-way or alley facing, adjoining or abutting the occupant's property so as to create a nuisance to health or safety thereon or to adjoining property. Weeds or grasses growing in the public right-of-way, including but not limited to growth occurring in cracks, fractures, expansion joints in the curbs and sidewalk, more than four inches in height and or six inches in width, and weeds or grasses more than eight inches in height growing in any other location referenced in this section shall be removed and/or cut.~~

(b) ~~—~~ Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be ~~deemed guilty of a misdemeanor and upon conviction thereof after trial before the justice of the peace court, shall be punished by a fine of not less than $250.00 for each period of one to seven days of each offense up to a maximum fine of $1,000.00 for each such offense, together with the~~subject to a penalty pursuant to section 34-37 and any applicable remediation costs ~~and disbursements of prosecution, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for the first conviction. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine shall be not less than $500.00 and not more than $5,000.00; for the third conviction not less than $1,000.00 nor more than $5,000.00, which shall not be suspended; for the fourth conviction $1,500.00, which shall not be suspended; and for the fifth and each subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than $5,000.00, which shall not be suspended. Upon conviction of a violation of this section, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of $50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.~~.

(c) ~~—After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon~~

~~such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~

~~(d)~~ Each ~~day's~~week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this section or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.

(Code 1968, § 34-45; Ord. No. 06-054(sub 1), § 3, 10-19-06)

**State Law reference**— Responsibilities of owners and occupants, 31 Del. C. § 4120.

Secs. 34-238—34-265. - Reserved.

DIVISION 2. - PREREQUISITES TO COMPLIANCE[3]

Footnotes:

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**Editor's note**— Ord. No. 06-054(sub 1), §§ 4, 5, adopted Oct. 19, 2006, repealed sections 34-267, 34-268, in their entirety and renumbered former sections 34-269—34-278 as new sections 34-267—34-276. Former sections 34-267, 34-268 pertained to garbage and rubbish storage and disposal, and derived from the Code of 1968, §§ 34-47, 34-48.

Sec. 34-266. - Plumbing and plumbing fixtures.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to plumbing and plumbing fixtures unless the following requirements are met:

(1) *Contamination of water supply generally.* All plumbing is so designed and installed as to prevent contamination of the water supply through backflow, backsiphonages and any other method of contamination.

(2) *Direct connection to nonpotable water supply.* All plumbing is so designed and installed that no potable water supply line or plumbing fixture is directly connected to a nonpotable water supply.

(3) *Cross-connections.* Every water supply line is so constructed that there is no possibility of a cross-connection between a potable and a nonpotable water supply line in accordance with the building code.

(4) *Condition of water supply lines, valves.* Every water supply line is in good working condition and every valve therein is in good working condition.

(5) *Water supply inlets.* Every water supply inlet is located above the flood level of any installed sink, lavatory, bathtub or automatic washing and similar water-using fixture, or above some unobstructible overflow thereof; and there are no submerged

inlets, except submerged inlets installed with a vacuum breaker of a type approved by the enforcement officer.

(6) —___*Traps in waste lines.* The waste line of every water-using fixture is trapped.

(7) —___*Draining and condition of waste line drains.* Every waste line drains freely without obstruction or leaks.

(8) —___*Maintenance and cleanliness generally.* All plumbing and plumbing fixtures are maintained in good working condition, and all plumbing fixtures are kept clean.

(9) —___*Water pressure.* Water pressure is adequate when it permits a flow of two gallons per minute of water from any open water faucet at all times.

(10)—___*Construction, etc., of flush toilets.* Every flush water closet or toilet shall be constructed with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.

(Code 1968, § 34-46; Ord. No. 92-053(sub 1), § 21(f), 7-2-92)

**State Law reference—** Plumbing requirements, 31 Del. C. § 4116.

Sec. 34-267. - Gas facilities.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to gas facilities unless the following requirements are met:

(1)—___*Venting.* All gas-burning hot water heaters and space heaters are properly vented to a chimney or duct leading to outdoor space.

(2) —___*Condition of pipes generally.* Every gas pipe is sound and tightly put together, with no leaks.

(3) —___*Corrosion or obstruction of pipes.* No gas pipe is corroded or obstructed so as to reduce gas pressure or volume.

(4) —___*Pipe material.* Every gas appliance is connected to a gas line with metal piping.

(5) —___*Gas pressure.* Gas pressure is adequate to permit a proper flow of gas from all open gas valves at all times.

(Code 1968, § 34-49; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-268. - Electric wiring and facilities generally.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to electric wiring and facilities unless the following requirements are met:

(1)—___*Insulation of wire.* Every exposed electric wire has insulation which is in good condition.

(2) —___*Installation of switch and outlet plates.* Every switch plate and outlet plate is properly fastened in position.

(3) —___*Short circuits, etc.* No short circuit or break exists in any electric line.

(4) —___*Functioning, etc., of fixtures and outlets.* Every fixture and outlet functions properly and is properly fastened in place.

(5) —___*Shock hazards.* No obvious shock hazard exists. In order to eliminate the potential for shock hazards, particularly in bathrooms and kitchens, the installation and maintenance in good order of ground fault circuit interrupters (GFCIs), as defined in the National Electrical Code 1996 Edition, shall be required in all dwelling units.

(6) —___*Temporary wiring.* No temporary wiring is used, except extension cords which run directly from portable electric fixtures to convenience outlets, and which do not lie underneath floor-covering materials or extend through doorways, transoms or other similar apertures through structural elements.

(Code 1968, § 34-50; Ord. No. 98-037, § 1, 4-2-98; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Electrical facilities, 31 Del. C. § 4118.

Sec. 34-269. - Heating and heating facilities generally.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to heating and heating facilities unless the following requirements are met:

(1) —___*Central systems generally.* When the dwelling or dwelling unit is heated by a central heating system:

a. —_The central heating unit is in good operating condition.

b.—_Every heat duct, steam pipe and hot water pipe is free of leaks and functions so that adequate heat is delivered where intended.

c. —_Every seal between the sections of a hot air furnace is in good repair.

(2) *Portable heaters.* There are no portable heaters burning solid, liquid or gaseous fuels.

(3) *Smoke pipes and chimneys.* Every smoke pipe and every chimney is adequately supported and maintained in such condition that there will be no leakage or backing up of noxious gases.

(Code 1968, § 34-51; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Heating facilities, 31 Del. C. § 4117.

Sec. 34-270. - Lighting.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to lighting unless every public hall, stairway and foyer has sufficient lighting through windows or from electric lights to provide illumination of at least one foot-candle on

every part of such areas at all times of the day and night, except as otherwise provided by section 34-234(8).

(Code 1968, § 34-52; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Lighting requirements, 31 Del. C. § 4115.

Sec. 34-271. - Insect and rodent control.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to exclusion of insects and rodents unless it complies with sections 34-234(9) and 34-234(10) and with the requirement that every basement or cellar window shall be supplied with a heavy wire screen of not larger than one-fourth-inch mesh.

(Code 1968, § 34-53; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Extermination, 31 Del. C. § 4121.

Sec. 34-272. - Roofs.

The roof of every dwelling shall be tight and have no defects that admit rain.

(Ord. No. 92-053(sub 1), § 21(g)(34-54), 7-2-92; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Roofs, 31 Del. C. § 4113(f).

Sec. 34-273. - Stairs and porches.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to stairs and porches unless the following requirements are met:

(1) — *Holes, grooves and cracks.* Every flight of stairs and porch is free of holes, grooves and cracks which are large enough to constitute possible accident hazards.

(2) — *Rails generally.* Every stairwell, and every flight of stairs which is more than three risers high, has rails not less than two feet, six inches, measured vertically from the nose of the treads to the top of the rail, and every porch which is more than three risers high has rails not less than three feet, six inches above the platform.

(3) — *Fastening and maintenance of rails, etc.* Every rail and balustrade is firmly fastened and is maintained in good condition.

(4) — *Settling, etc.* No flight of stairs has settled more than one inch out of its intended position or has pulled away from supporting or adjacent structures.

(5) — *Supports.* No flight of stairs has rotting or deteriorating supports.

(6) — *Treads, height.* The treads of every flight of stairs are uniform in height and comply with the building code as adopted and amended in chapter 4 of this Code.

(7) —___*Condition, etc., generally.* Every stair tread is sound and is securely fastened in position.

(8) —___*Strength.* Every stair tread is strong enough to bear a concentrated load of at least 400 pounds without danger of breaking through.

(9) —___*Porches, floors.* Every porch has a sound floor.

(10)—__*Porch supports.* No porch has rotting or deteriorating supports.

(Code 1968, § 34-56; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-274. - Bathroom and water closet compartment floors.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to water closet compartment and bathroom floors unless every water closet compartment floor and bathroom floor is made of terrazzo, tile, smooth concrete, dense hardwood with tightly fitting joints, rubber, asphalt tile, linoleum or other similar material providing a surface which is reasonably impervious to water and is easily cleanable; or such floor is made of one of the denser soft woods, with tightly fitting joints, and is covered with varnish, lacquer or other similar coating providing a surface which is reasonably impervious to water and is easily cleanable.

(Code 1968, § 34-57; Ord. No. 06-054(sub 1), § 5, 10-19-06)

**State Law reference**— Plumbing facilities, 31 Del. C. § 4116.

Sec. 34-275. - General sanitation.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to general sanitation unless the following requirements are met:

(1) —___*Floors and floor coverings.* Every floor and floor covering is kept reasonably clean and is not littered or covered with dirt, dust, garbage, human or animal fecal matter, or any other unsanitary thing.

(2) —___*Walls and ceilings.* Every wall and ceiling is reasonably clean and is not littered or covered with dust, dirt, cobwebs or greasy film.

(3) —___*Stagnant water.* No stagnant water is allowed to accumulate or stand anywhere about the premises.

(Code 1968, § 34-58; Ord. No. 06-054(sub 1), § 5, 10-19-06)

Sec. 34-276. - All windows to be operable.

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to windows unless every window is operable and readily opened and closed. The requirements of this section shall mean that both parts of a double-hung window shall be moveable up and down and that any window that opens outward or that opens inward shall be

maintained so as to do so. This provision shall apply to type R-3 one- and two-family dwellings only.

(Ord. No. 98-077, § 1, 7-30-98; Ord. No. 98-135, § 1, 11-20-98; Ord. No. 06-054(sub 1), § 5, 10-19-06; Ord. No. 14-023, § 1, 6-5-14)

Secs. 34-277—34-300. - Reserved.

ARTICLE IV. - HOTELS AND ROOMING HOUSES[4]

Footnotes:

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**Cross reference**— Rooming house license, § 5-91.

DIVISION 1. - GENERALLY

Sec. 34-301. - Compliance required.

No person shall operate a hotel or a rooming house, or shall occupy or let to another for occupancy any hotel unit in any hotel or any rooming unit in any rooming house, except in compliance with the provisions of every section of this chapter except the provisions of section 34-231 and section 34-237.

(Code 1968, § 34-59)

Sec. 34-302. - Operation and occupancy of rooming houses, generally.

(a) —_Every rooming unit located within a rooming house shall comply with the requirements for dwelling units as established in accordance with the provisions of this chapter, and rooming houses shall, in addition, be subject to the following special requirements:

(1) —___Each rooming house owner or operator within the city shall file, on or before January 1 of each year, a notarized registration statement listing the street address and parcel number of each such rooming house and the number of rooming units therein, together with an annual registration of rooming house fee of $100.00 per rooming house. Such registration fee is in addition to and not in lieu of the license fee requirements of chapter 5 of this Code and is in addition to and not in lieu of the permit fee requirements of this article. Such registration statement and fees shall be filed with the revenue division of the department of finance.

(2) —___The department of licenses and inspections and the fire department shall inspect such registered rooming houses at least once per year.

(b) *Standards of operation.*

(1) —___The floor space requirements for rooming houses shall be a minimum of 70 square feet per rooming unit, except in instances of occupancy by more than one person

in which case the minimum floor space requirements shall be 70 square feet per person occupying such room unit.

(2) —___Each floor of a rooming house shall be equipped with a smoke detector of the hard wired variety, an emergency lighting system, and at least one fire extinguisher; in addition, at least one smoke detector shall be installed in the basement of the rooming house building.

(3) —___Each floor of a rooming house shall have a common hallway, and each individual rooming unit shall contain at least one window; in addition, fire escapes shall be provided to service the third floor of a building where rooming units exist, with unobstructed access to such fire escapes. In no case shall access to any fire escape be located solely within a rooming unit or within or through any other private or normally closed room.

(4) —___Partitions used in rooming house construction shall consist of two-by-four wood or steel studs and shall be covered on both sides with one hour fire-rated drywall.

(5)—___The use of paneling in buildings dedicated to rooming house use is prohibited unless such paneling or any finish wall covering carries a minimum class C fire rating; in no case shall paneling be permitted in common hallway or stairway areas and the commissioner of licenses and inspection shall be empowered to order the removal of paneling from such common areas.

(6) —___Common doorways between adjoining rooming house buildings shall be permitted only with the specific approval of the commissioner of licenses and inspections; any such doorway between rooming house buildings shall be equipped with a fire-rated class B door and permission shall be granted by the commissioner only upon a showing of exceptional need for the same by the owner or operator thereof.

(7) —___A common or central kitchen facility in a rooming house may be maintained on an optional basis, but only after securing specific permission to do so from the city's department of licenses and inspections; in no case shall the use of hot plates or similar portable cooking devices be permitted in a rooming unit, or in any other area of a rooming house.

(8) —___In addition to and not in lieu of the requirements of section 34-338, the department of licenses and inspections and the fire marshal's office shall inspect or cause to be inspected the electrical system in rooming houses and shall order the upgrading of such electrical system if such upgrading is necessary to meet the demands to be placed upon the electrical system and to assure the safety of rooming house occupants and nearby residents.

(Code 1968, § 34-59.1; Ord. No. 92-053(sub 1), § 21(h), 7-2-92)

Sec. 34-303. - Guest register.

The operator of a hotel or a rooming house shall keep a list of all occupants up to date at all times in a permanently bound volume and such volume shall be available for inspection by the commissioner of licenses and inspections or his authorized representative.

(Code 1968, § 34-60)

Sec. 34-304. - Toilet, etc., facilities.

At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system, approved by the enforcement officer and in good working condition, shall be supplied for each six persons or fraction thereof residing within a hotel and for each four persons or fraction thereof residing within a rooming house, excluding members of the operator's family who shall have their own facilities; provided, that in a hotel or rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the enforcement officer. All such facilities shall be located within a room which affords privacy and when not provided within a hotel unit or rooming unit, they shall not be more than one story removed from the hotel unit or rooming unit intended to be served by such facilities.

(Code 1968, § 34-61)

Sec. 34-305. - Bedding and towels.

The operator of every hotel or rooming house shall change supplied bed linen and towels therein at least once each week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Code 1968, § 34-62)

Sec. 34-306. - Floor space requirements for hotels.

Every room in a hotel occupied for sleeping purposes by one person shall contain at least 70 square feet of floor space, and every such room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor space for each occupant thereof.

(Code 1968, § 34-63)

Sec. 34-307. - Means of egress generally.

Every hotel unit and every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level as required by the enforcement officer or the fire marshal.

(Code 1968, § 34-64)

Sec. 34-308. - Separate access required.

There shall be for each dwelling unit and for each rooming unit in a rooming house and for each hotel unit in a hotel a separate access either to a hallway, landing, stairway or street.

(Code 1968, § 34-65)

Sec. 34-309. - Maintenance generally.

The operator of every hotel or rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the hotel or rooming house. He shall be further responsible for the sanitary maintenance of the entire premises when the entire structure or building is leased or occupied by the operator.

(Code 1968, § 34-66)

Sec. 34-310. - Dwelling units to comply with established requirements.

Every dwelling unit located within a hotel or a rooming house shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this chapter.

(Code 1968, § 34-67)

Sec. 34-311. - Preparing or cooking food in hotels—Generally.

No occupant of a hotel shall prepare or cook food in a hotel unless such food is prepared or cooked in a dwelling unit contained therein.

(Code 1968, § 34-68)

Sec. 34-312. - Same—Communal kitchens prohibited.

No communal kitchen shall be contained in any hotel.

(Code 1968, § 34-69)

Sec. 34-313. - Preparing or cooking food in sleeping rooms of rooming houses.

Food shall not be prepared or cooked in any room in a rooming house used for sleeping purposes.

(Code 1968, § 34-70)

Secs. 34-314—34-335. - Reserved.

DIVISION 2. - OPERATION PERMIT

Sec. 34-336. - Required.

(a) —_No person shall operate a hotel or a rooming house unless he holds a valid hotel permit or rooming house permit, issued by the commissioner of licenses and inspections in the name of such operator and for the specific dwelling or dwelling unit. The operator shall apply to the commissioner of licenses and inspections for such permit, which shall be issued by such commissioner upon compliance by the operator with the applicable provisions of this chapter and of any rules and regulations adopted pursuant thereto. Such permit shall be displayed in a conspicuous place within the hotel or rooming house at all times. No such permit shall be transferable.

(b) —_Every person holding such a permit shall give notice in writing to the commissioner of licenses and inspections within 24 hours after having sold, transferred, given away or otherwise disposed of ownership of, interest in, or control of any hotel or rooming house. Such notice shall include the name and address of the person succeeding to the ownership or control of such hotel or rooming house. The new owner or operator of a hotel or a rooming house shall also notify the commissioner of licenses and inspections within ten days of any transfer of such hotel or rooming house to the new owner. Every hotel permit and every rooming house permit shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as provided by this article.

(Code 1968, § 34-71)

Sec. 34-337. - Application generally.

The application for a hotel permit or a rooming house permit as required by this article shall be made on forms furnished by the department of licenses and inspections. Such application shall include:

(1) —___The name and address of the operator and the name and address of the owner if the operator is not the owner.

(2) —___The location of the hotel or rooming house including the street and number of each entrance.

(3) —___The number of hotel units or rooming units occupied or available for occupancy and the number of persons who may be accommodated in accordance with the occupancy provisions of this chapter and with the provisions of other applicable municipal ordinances and regulations.

(4) —___Such other information as the commissioner of licenses and inspections may require.

(Code 1968, § 34-72)

Sec. 34-338. - Fire marshal's certificate to accompany application.

Every applicant for a hotel permit or a rooming house permit as required by this article shall procure from the fire marshal a certificate to the effect that the buildings and premises for which the permit is desired are free from fire hazards and comply with all provisions of chapter 12 and other fire laws, ordinances and rules and regulations applicable thereto and designed for fire

protection and control. Such certificate shall be filed with the commissioner of licenses and inspections at the time the application for a permit is made.

(Code 1968, § 34-73)

Sec. 34-339. - Application fees.

Accompanying the application for a rooming house permit or a hotel permit, as required by this article, there shall be an initial application fee in the amount of $10.00 for the initial application plus $5.00 for each rooming unit within a rooming house and $5.00 for each hotel unit within a hotel. There shall be no annual renewal fees.

(Code 1968, § 34-74)

Sec. 34-340. - Hearing upon denial of application.

Any person whose application for a permit to operate a hotel or a rooming house has been denied may request and shall be granted a hearing on the matter before the board of licenses and inspections review under the procedure provided by section 34-34.

(Code 1968, § 34-75)

Sec. 34-341. - Issuance generally.

A hotel permit or a rooming house permit shall be issued by the commissioner of licenses and inspections to the operator or owner upon reasonable proof:

(1) —___That the hotel or rooming house complies with the applicable provisions of this chapter and with the rules and regulations issued thereunder and with other applicable municipal ordinances and regulations; and

(2) —___That a certificate of occupancy and a certificate of zoning have been issued by the department of licenses and inspections pursuant to the provisions of chapter 48 of this Code.

(Code 1968, § 34-~~76~~)

73)

Sec. 34-342. - Effect of issuance.

The issuance of a hotel permit or a rooming house permit under this article shall not in any way signify or imply that the hotel or rooming house conforms with the zoning ordinance of the city, the building code of the city or other municipal or state regulations.

(Code 1968, § 34-77)

Sec. 34-343. - Procedure for suspension.

Whenever upon inspection of any hotel or rooming house the enforcement officer finds that conditions or practices exist which are in violation of any provision of this chapter or of any rule or regulation adopted pursuant thereto, the enforcement officer shall give notice in writing to the operator of such hotel or rooming house that unless such conditions or practices are corrected within a reasonable period, to be determined by the enforcement officer, the operator's hotel permit or rooming house permit will be suspended. At the end of such period the enforcement officer shall reinspect such hotel or rooming house, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing to the operator that the latter's permit has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such hotel or rooming house, and no person shall occupy for sleeping or living purposes any hotel unit or rooming unit therein.

(Code 1968, § 34-78)

**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**

**#4669**

**Sponsor:**

**Council Member Freel**

**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, 2020 (the "Street Repairs"); and (ii) 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 $8,600,000; and (ii) one or more series of its General Obligation Bond Anticipation Notes in an aggregate principal amount not to exceed $8,600,000 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 $8,600,000 (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/or the Notes shall be awarded and sold by the Bond Committee to one or more underwriters, placement agents or other financial institution 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, and Other Agreements. 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 $8,600,000 aggregate principal amount of General Obligation Bonds (the "Bonds") and up to $8,600,000 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.

W0106073

Wilmington, Delaware
June 6, 2019

**#4670**

**Sponsor:**

**Council President Shabazz**

**Co-Sponsors:**

**Council Members Harlee Turner**

**WHEREAS,** pursuant to Wilm. C. § 2-3 the mayor retains authority to sub-name by executive order any city street and designate the appropriate sub-name signage pursuant to subsection 2-298(17); and

**WHEREAS,** it is fitting that the City take steps to properly recognize and pay tribute to Wilmington residents who make a significant impact on history and culture through their exemplary accomplishments; and

**WHEREAS,** one Wilmingtonian worthy of such an honor is Mr. Marvin Thomas, a management analyst who recently retired after 30-years of public service for the Delaware State Government within the field of human services; and

**WHEREAS,** much of Mr. Thomas' career has been centered on helping those most vulnerable, particularly in Wilmington's inner-city communities. He graduated from Delaware State College with a degree in Sociology, and went on to receive a Master's Degree in Community Organization and Social Welfare Administration from the Bryn Mawr Graduate School of Social Work; and

**WHEREAS,** upon completing his degrees, Mr. Thomas went on to serve his community in many different ways. He helped spearhead the construction of the Henrietta Johnson Medical Center, a Federally Qualified Health Center located in Wilmington that provides healthcare services to all patients in need, regardless of whether they have health insurance; and

**WHEREAS,** Mr. Thomas went on to become the chairperson of the Neighborhood House Housing Committee during the Apple Square townhouse construction and initiated the

creation of the Eastside/Southbridge New Millennium Community Development Corporation. It should also be noted that Mr. Thomas was a member of the Prince Hall Masons in Delaware and was the first statewide director of the youth program; and

**WHEREAS,** in addition to all of his other accomplishments and acts of service, Mr. Thomas also served on the Board of Directors Riverfront Development Corporation for over 10-years, served as President of the Southbridge Civic Association and numerous other community-based committees and organizations. Throughout his time serving his community at the state and local level, Mr. Thomas also owned and operated a retail business in Southbridge for over 30-years. He currently serves on the Board of the Neighborhood House Inc., and the Henrietta Johnson Medical Center building committee; and

**WHEREAS,** City Council wishes to recognize the exceptional accomplishments and contributions of Marvin Thomas. Mr. Thomas' efforts and leadership in the field of human services at the state and local level have inspired many and shown the importance and magnitude of serving one's community. Council therefore encourages the Mayor to sub-name a portion of the street in the area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way."

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON,** that City Council respectfully encourages the Mayor to designate a portion of the street in the area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way," in recognition of Mr. Thomas' significant contributions to the City of Wilmington. City Council looks forward to joining the Administration in celebrating this designation.

Passed by City Council,

Attest: _____
City Clerk

**SYNOPSIS:** This Resolution encourages the Mayor to sub-name a portion of the street in the area of New Castle Avenue and Lobdell Street as “Marvin Thomas Way,” in recognition of the public servant’s significant contributions to the City of Wilmington.