



City of Wilmington

Michelle Harlee
City Council Member, 4th District

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Education, Youth & Families Committee

Michelle Harlee, Chair
Linda M. Gray, Vice Chair
Ernest "Trippi" Congo, II
Charles M. "Bud" Freel
Yolanda McCoy
Va'Shun "Vash" Turner
Dr. Hanifa Shabazz, Ex-Officio Member

NOTICE

Virtual Education, Youth & Families Committee Meeting May 13, 2020 at 5:00 P.M

Agenda

- A Resolution to Grant A Walkway Easement to GFM Enterprises, LLC. Over City-Owned Property in Connection with GFM's Declaration to Construct and Maintain the Walkway
- Resolution for the City to accept 511 Concord Pike as a gift from the Neighborhood Planning Council of the City's 2nd District
- A Resolution Encouraging the United States Senate and the United States House of Representatives to Encourage that the National Basketball Association (NBA) to Retire Number 24 in Honor of the Outstanding and Historical Contributions Made to Professional Basketball by the Late Kobe Bryant of the Los Angeles Lakers
- Presentation by Matthew Johnson of Rodney Street
- Presentation by Sierra Harris of Its LIT Community Book Club

The public can access the meeting by clicking the following link:

<https://zoom.us/j/92226456971>

Webinar ID: 922 2645 6971

Or by Telephone by dialing: (929) 205-6099 or (301) 715 8592

You will be asked for the Webinar ID. Please enter **922 2645 6971** and then #. You can press # again when prompted to immediately enter the meeting.

Posted (05/06/2020)

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment.

Wilmington, Delaware
[June 4, 2020

WHEREAS, pursuant to Section 8-208 of the City Charter, the Department of
Sponsor: Public Works shall itself, or by contract, be responsible for the maintenance and repair of
Council all city buildings and grounds unless any department, board or commission has been
Member approved to perform such services itself; and
Freel

WHEREAS, GFM Enterprises, L.L.C. (“GFM”) is the owner of 1925 Lovering
Avenue, Wilmington, Delaware, 19806, Tax Parcel No. 26-013.20-146; and

WHEREAS, while the City of Wilmington is the owner of certain parkland
bounded by Lovering Avenue, N. Union Street, Kentmere Parkway, Academy Place and
the GFM Parcel (the “Park”); the State of Delaware, Department of Natural Resources and
Environmental Control, Division of Parks and Recreation (“State”) operates and maintains
the Park pursuant to a longstanding agreement and practice with the City; and

WHEREAS, the City and the State previously approved the installation by GFM of
a walkway (the “Walkway”) over and across the Park between Kentmere Parkway and the
northeast side of the GFM Parcel; and

WHEREAS, in consideration for the permission granted by the City and State to
construct the Walkway, GFM desires to execute a declaration (“Declaration” or “Walkway
Maintenance Declaration”), a copy of which is attached hereto as Exhibit “A”, for the
benefit of the City and the State, to be responsible for the ongoing maintenance and repair
of the Walkway at GFM’s sole cost and expense.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF WILMINGTON that the Council hereby authorizes the Department of Public

Works to accept the Walkway Maintenance Declaration made by GFM Enterprises L.L.C. to provide ongoing maintenance and repair of the Walkway located over and across the City's parkland between Kentmere Parkway and the northeast side of the GFM Parcel.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Public Works to accept a declaration from GFM Enterprises, L.L.C. to provide ongoing maintenance and repair for the Walkway located over and across the City's parkland between Kentmere Parkway and the northeast side of the GFM Parcel.

EXHIBIT A

Prepared by and, after recording, return to
Gordon, Fournaris & Mammarella, P.A.
1925 Lovering Avenue
Wilmington, DE 19806

WALKWAY MAINTENANCE DECLARATION

This Walkway Maintenance Declaration ("Declaration") is made this ____ day of _____, 2020, by **GFM Enterprises, L.L.C.**, a Delaware limited liability company ("Declarant" or "GFM") for the benefit of **The City of Wilmington**, a municipal corporation of the State of Delaware ("City") and the **State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation** ("State"). The City and the State are each a "Beneficiary" and, together, are the "Beneficiaries" of this Declaration so long as the latter operates and maintains the Park (as defined below).

BACKGROUND

A. GFM is the owner of 1925 Lovering Avenue, Wilmington, Delaware, being Tax Parcel No. 26-013.20-146, which property is described more particularly as Parcel No. 1 in the deed dated November 26, 2002 between The Delaware Academy of Medicine, Inc. and GFM, of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware ("Recorder's Office"), as Instrument No. 20021127-0115592 ("GFM Parcel").

B. While the City is the owner of certain parkland located in the City of Wilmington, State of Delaware, bounded by Lovering Avenue, N. Union Street, Kentmere Parkway, Academy Place (Microfilm No. 5742) and the GFM Parcel ("Park"), being part of Tax Parcel No. 26-013.40-075, the State operates and maintains the Park pursuant to a longstanding agreement and practice with the City.

C. At the request of GFM, the City and the State have approved the installation by GFM of a walkway ("Walkway") over and across the Park between Kentmere Parkway and the northeast side of the GFM Parcel.

D. GFM executes this Declaration to provide for the ongoing maintenance and repair of the Walkway.

COVENANTS

NOW, THEREFORE, for and in consideration of the permission granted to GFM by the City and the State to construct the Walkway, the parties hereto agree as follows:

1. Construction; Repair and Maintenance; Alterations. GFM shall, at GFM's sole cost and expense, construct the Walkway in accordance with plans previously approved by the City and the State that are attached hereto as Exhibit A and made a part of this Declaration. GFM shall, at GFM's sole cost and expense, be responsible for the repair and maintenance of the Walkway. No alterations shall be made to the Walkway without the prior written approval of the City and the State. The Walkway is the full extent of the improvements to be made by GFM to the Park. GFM does not anticipate making any further improvements to the Park.

2. Indemnification. GFM shall indemnify, defend and hold the City and the State harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, costs and expenses of any kind or nature (unless the foregoing results from the intentional acts or negligence of the City or the State), including reasonable attorney fees, which arise out of or result from the intentional acts or negligence of GFM, its agents, employees, representatives, licensees, contractors or invitees, in connection with the condition of the Walkway.

3. Insurance. As long as this Agreement remains in effect, GFM shall at all times maintain a policy of Commercial General Liability, Bodily Injury/Property Damage Insurance (the "Policy"), in commercially reasonable amounts, initially not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for personal injury and property damage, and shall provide to the City, upon request, a certificate evidencing such insurance coverage. The Policy shall name the City as an additional insured.

4. Termination.

(a) *By the City and the State.* The City and the State (as long as they have an interest in the Park) shall have the right, by their joint action so long as the State maintains and operates the Park, and the City shall have the right by itself if the State should no longer maintain and operate the park, to require that GFM remove the Walkway from the Park and restore the area affected substantially to its condition prior to the construction of the Walkway. Following the removal of the Walkway and restoration of the land and, except as provided for in Section 2 above (regarding indemnification), GFM shall have no further obligation hereunder.

(b) *By GFM.* GFM shall have the right at any time to remove the Walkway from the Park and restore the area affected substantially to its condition prior to the construction of the Walkway. Following the removal of the Walkway and restoration of the land and, except as provided for in Section 2 above (regarding indemnification), GFM shall have no further obligation hereunder.

5. Miscellaneous.

(a) *Covenants Run with the Land.* The obligations assumed by GFM hereunder shall run with and bind the GFM Parcel and shall be binding upon subsequent owners of the GFM Parcel.

(b) *Release Following Transfer.* Upon the transfer of the GFM Parcel, the transferor shall be released from any liability created hereunder to the same extent that a grantor is no longer liable for the breach of a real covenant following the conveyance by the grantor of the property subject to the real covenant.

(c) *Delaware Law.* This Declaration shall be governed by and construed in accordance with the laws of the State of Delaware.

(d) *Integrated Agreement.* This Declaration contains all the terms and conditions agreed to by the parties hereto with respect to the subject matter hereof and shall not be amended except by subsequent written agreement signed by the Declarant and the Beneficiary or Beneficiaries hereto (or their successors in title to the GFM Parcel and the Park).

(e) *Recording.* This Declaration shall be recorded at the Recorder's Office by GFM at its cost.

IN WITNESS WHEREOF, GFM has executed this Declaration this ____ day of _____, 2020.

GFM ENTERPRISES, L.L.C.

By: _____ (SEAL)
Peter S. Gordon, Manager

STATE OF DELAWARE)

) SS

NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2020, personally came before me, the Subscriber, a notarial officer of the State of Delaware, Peter S. Gordon, manager of GFM Enterprises, L.L.C., a Delaware limited liability company, party to the Declaration, known to me to be personally such, and he acknowledged this Declaration to be his act and deed and the act and deed of said limited liability company.

Exhibit A



#

Sponsor:

**Council
Member
Congo**

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, pursuant to Wilm. C. (Charter) § 8-204, every department, board and commission may accept on behalf of the City unconditional gifts of property which, shall be useful in connection with the work of such department, board or commission; and

WHEREAS, the Second District Neighborhood Planning Council (the “2nd District NPC”) currently owns the parcel of real estate located at 511 Concord Avenue, Wilmington, Delaware, 19802, being New Castle County Parcel No. 26-015.30-129 (the “Property”); and

WHEREAS, the Parcel was previously conveyed to the 2nd District NPC by the City on November 1, 2016 for the sum of \$10.00, for the purpose of creating a community garden and highlighting the aesthetic aspects of Concord Avenue; and

WHEREAS, the 2nd District NPC could not create the community garden because the organization’s source of funding, the Neighborhood Planning Council Funds, could not be used for a project occurring on land that is not publicly owned or in a public right-of-way; and

WHEREAS, the 2nd District NPC now wishes to convey the Property back to the City as a gift so that the City may beautify it; and

WHEREAS, the Council, upon the recommendation of the Department of Parks and Recreation, wishes to approve the receipt of the Property as a gift to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Council hereby approves the receipt of the Property as a gift from the 2nd District NPC to the City.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution approves the receipt of 511 Concord Avenue, Wilmington, Delaware, 19802 (Parcel No. 26-015.30-129), as a gift from the 2nd District NPC to the City.

Wilmington, Delaware
June 4, 2020

#XXXX

Sponsor:

**Council
Member
Turner**

WHEREAS, Wilmington City Council pays tribute to the life and legacy of a distinguished athletic living legend, who devoted himself to his family, his community and his only professional team, the Los Angeles Lakers; and

WHEREAS, it is with profound sorrow that we pen this Resolution of sympathy and support to the family of Kobe Bryant, his daughter Gianna and the families and friends of the seven additional friends of the Bryants', who lost their lives in a devastating accident on January 26, 2020 in Calabasas, California; and

WHEREAS, Kobe Bryant, son of former NBA player Joe Bryant, was one of the most prolific players to ever grace the hardwood, and his influence on the sport will surely be remembered for many years to come; he is widely regarded as one of the greatest players in the history of the sport, currently sitting fourth all-time in points, eighth all-time in minutes played, fifteenth all-time in games played, and seventeenth all-time in steals; and

WHEREAS, he had a stellar high school career at Lower Merion High School in Ardmore, Pennsylvania, where he was a varsity player all four years; he ended his high school career as Southeastern Pennsylvania's all-time leading scorer with 2,883 points. As a senior, he averaged 30.8 points, 12 rebounds, 6.5 assists, 4 steals, and 3.8 blocks to bring the school its first state championship in fifty-three years; his play earned him numerous honors even before he began his professional career, including being named Naismith High School Player of the Year, Gatorade Men's National Basketball Player of the Year, and a McDonald's All American; and

WHEREAS, drafted with the thirteenth pick of the 1996 NBA Draft by the Charlotte Hornets, he was the sixth player in league history to forgo a college basketball career in favor of declaring for the NBA draft out of high school; he was traded to the Lakers without ever having played a game for the Hornets and would go on to win the 1997 Slam Dunk Contest during his rookie year, placing him firmly on fans' radars, where he would stay for the remainder of his estimable career; and

WHEREAS, over the course of his twenty-year career in the NBA, Mr. Bryant averaged 25 points, 5.2 rebounds, 4.7 assists, and 1.5 steals per game and led the league in scoring on two occasions; he was a five-time NBA champion, winning three of his five titles consecutively with the help of fellow basketball legend Shaquille "Shaq" O'Neil and earning his two Finals MVP Awards in the years after Shaq's departure from the team; and

WHEREAS, he is one of the most acclaimed players in league history, having received the Most Valuable Player award in 2008, a record eighteen consecutive All-Star selections, and the All-Star Game MVP four times; he made fifteen All-NBA Teams, including eleven First Team selections, and twelve All-Defensive Teams, including nine First Team selections, and was named to the All-Rookie team during the 1996-1997 season; and

WHEREAS, his many achievements on the basketball court aside, Mr. Bryant was a talented musician, director, author, and entrepreneur; he was the first African American to win the Academy Award for Best Animated Short Film for his film Dear Basketball and his book, The Mamba Mentality: How I Play, is highly lauded by those involved in the sport of basketball; and

WHEREAS, his company, Kobe Inc., works to own and grow brands in the sports industry, including providing the initial investment for Bodyarmor SuperDrink; he launched Bryant-Stibel, a venture capital firm, with his business partner Jeff Stibel; and

WHEREAS, his philanthropic endeavors include the Kobe Bryant China Fund, an organization that raises money for education and health programs in China, and service as the official ambassador for After-School All-Stars, a nonprofit organization that provides comprehensive after-school programs to children in thirteen U.S. cities; in 2010, he appeared alongside Zach Braff to present a \$1 million check to the Call of Duty Endowment, which aids veterans in transitioning to civilian life; and

WHEREAS, his commitment to the game of basketball was matched only by his commitment to his family; he was a loving husband to his wife, Vanessa, and was wholly

devoted to their daughters, making time to attend their sporting events and school activities even on days when he had team practices or other professional obligations; and

WHEREAS, Gianna Bryant, Kobe Bryant's thirteen-year-old daughter, also passed in the accident; she enjoyed playing basketball, a fact which deeply bonded her and her father, and she was grateful for his involvement in her life both on and off the court; and

WHEREAS, it is fitting that we should pause to remember the bountiful life of Kobe Bryant, an exceptional athlete, public servant, and human being.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that we honor the memory of Kobe Bean Bryant and Gianna Bryant, reflecting fondly upon their impeccable character and stalwart commitment to living the examined life with courage and conviction. We offer our condolences to the Bryant family during this difficult time.

BE IT FURTHER RESOLVED that the City Council encourages the United States Senate and the United States House of Representatives and to align with Los Angeles Lakers fans, basketball fans, sports fans, #GirlDads and people worldwide, who loved and admired Kobe Bryant and wish to pay homage to his many notable contributions to the NBA and to American sports throughout his professional career with the Lost Angeles Lakers.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution asks the United States Senate and the United States House of Representatives to encourage that the National Basketball Association (NBA) retire number 24 in honor of the outstanding and historical contributions made to professional basketball by the late Kobe Bryant of the Los Angeles Lakers.