



# City of Palm Coast

## Agenda

### City Council Business

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://www.palmcoastgov.com)

**Mayor Milissa Holland**  
**Vice Mayor Robert G. Cuff**  
**Council Member Steven Nobile**  
**Council Member Nick Klufas**  
**Council Member Heidi Shipley**

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**Tuesday, December 19, 2017**

**9:00 AM**

**Community Wing**

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#### City Staff

**Jim Landon, City Manager**  
**William Reischmann, City Attorney**  
**Virginia A. Smith, City Clerk**

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#### **A. CALL TO ORDER**

#### **B. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **C. ROLL CALL**

#### **D. PUBLIC PARTICIPATION**

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individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

**E. MINUTES**

- 1. MINUTES OF THE CITY COUNCIL**
  - 1. DECEMBER 5, 2017 BUSINESS MEETING**
  - 2. DECEMBER 12, 2017 WORKSHOP**

**F. PRESENTATIONS**

- 2. PRESENTATION OF 2017 ANNUAL INTRACOASTAL WATERWAY CLEANUP RESULTS**

**G. RESOLUTIONS**

- 3. RESOLUTION 2017-XX APPROVING ANNUAL SERVICES AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER**
- 4. RESOLUTION 2017-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2016 TO SEPTEMBER 30, 2017**
- 5. RESOLUTION 2017-XX APPROVING AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**

**H. CONSENT**

- 6. RESOLUTION 2017-XX APPROVING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**
- 7. RESOLUTION 2017-XX APPROVING CONTRACTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE, INC. FOR PEP TANK INSTALLATION AND REPLACEMENT SERVICES**
- 8. RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH PORT CONSOLIDATED, INC., TO PURCHASE FUEL PRODUCTS**
- 9. RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC.**
- 10. RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH STAPLES CONTRACT AND COMMERCIAL, INC. STAPLES FOR OFFICE SUPPLIES**

**11. RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF TUCSON, ARIZONA NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) WITH W.W. GRAINGER, INC., TO PURCHASE MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES**

**I. PUBLIC PARTICIPATION**

Remainder of Public Participation is limited to three (3) minutes each

**J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

**K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**M. ADJOURNMENT**

**12. CALENDAR/WORKSHEET**

**13. ATTACHMENTS TO MINUTES**

# City of Palm Coast, Florida Agenda Item

Agenda Date : 12/19/2017

<b>Department Item Key</b>	CITY CLERK	<b>Amount Account #</b>
<b>Subject</b>	MINUTES OF THE CITY COUNCIL 1. DECEMBER 5, 2017 BUSINESS MEETING 2. DECEMBER 12, 2017 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b>	APPROVE MINUTES OF THE CITY COUNCIL 1. DECEMBER 5, 2017 BUSINESS MEETING 2. DECEMBER 12, 2017 WORKSHOP	





# City of Palm Coast Minutes City Council Workshop

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://www.palmcoastgov.com)

**Mayor Milissa Holland**  
**Vice Mayor Robert G. Cuff**  
**Council Member Steven Nobile**  
**Council Member Nick Klufas**  
**Council Member Heidi Shipley**

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**Tuesday, December 12, 2017**

**9:00 AM**

**Community Wing**

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## City Staff

**Jim Landon, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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## **A. CALL TO ORDER**

*Mayor Holland called the meeting to order at 9:00 a.m.*

## **B. PLEDGE OF ALLEGIANCE TO THE FLAG**

## **C. ROLL CALL**

*Ms. Settle called the roll. Council Member Shipley was excused.*

## **D. PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on topics on the workshop agenda or any topic or proposition not on the agenda, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

*There were no public comments.*

**E. PRESENTATIONS**

**1. DISCUSSION - EXECUTIVE SEARCH FIRM FOR CITY MANAGER REQUEST FOR PROPOSALS**

*This item was postponed until the entire Council is present.*

**2. RESOLUTION 2017-XX APPROVING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**

*Mr. Landon gave a brief overview of the item. Mr. Butler provided a presentation regarding the landscape betterment plan at the location of Home Depot and I95 and Palm Coast Parkway.*

*A question and answer period followed:*

*Mayor Holland: So FDOT is contributing and you will be partnering with them and decide appropriate landscaping for that area? Ans: Mr. Butler - The plan was approved. We will put this out for bid and will get quotes on it. It will probably be a quote and not a bid. We will hire a contractor. The City has to do the project according to DOT. We will do the contract and I will do the supervision. Once it is all finished, then they will pay us. They will write the check for the amount of construction and 10% of administrative time.*

*Mayor Holland: When they construct their building it goes in simultaneously? Ans: Ray Tyner - I really want to emphasize. We would have enough acres for what they wanted to do there if we did not have the betterment plan. Use the right of way for the additional wow factor.*

*Mayor Holland: I think this is a very creative solution to one of the last sites to be developed in that area over there. I applaud the creativity.*

*CM Nobile: Our cost is really nothing except for maintenance later on, correct? Ans: Mr. Landon - Once again, maintenance will be a little higher with these bids but we are already maintaining the area in general. It really makes a lot of sense for everyone.*

**3. RESOLUTION 2017-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2016 TO SEPTEMBER 30, 2017**

*Mr. Landon gave an overview of the item and reported this is an annual requirement of our Federal grants. The Council received a presentation from Mr. Jose Papa for the Fiscal Year 2016-2017. A question and answer period followed.*

*Mayor Holland: Are those contributions for the free clinic and the summer camp used for Palm Coast residents? Ans: Mr. Papa - The free clinic we get clarification from HUD and as long as the majority of who is assisted with these services are*

from the City of Palm Coast, it is an eligible activity. The scholarships are dedicated for Palm Coast residents.

CM Nobile: When we first put that \$25,000 into the free clinic, we were about 80% usage at that facility.

Mayor Holland: How do we get the applications from the children from summer camp that need that support? Ans: Mr. Papa - During the registration process for summer camp, Parks and Rec make it known that scholarships are available. They can offer scholarships in one of two ways: through the CDBG funding and through their fundraising. In CDBG's case, it is based on income qualifications.

Mayor Holland: I noticed that during winter break, there will be a winter camp. During the holidays, when families are struggling, they are choosing between rent and gifts for their children. If they are not able to do that, is there any mechanism in place that covers that? Ans: Mr. Papa: From a CDBG perspective, the only rules are that they qualify by income. Whether we use it for summer or winter, it is ok by CDBG rules. Ans: Mr. Boyer - We actually take scholarships year around. It is not exclusive to summer camp. We use CDBG dollars specifically for kids that are on the meal plan, low-income plan for students. Every event we have, we have a scholarship fund. I think one of the things we are thinking of doing is offering some of this to low income families for swim lessons.

Mayor Holland: That is great. I think the number one cause of death in children is drowning.

VM Cuff: One more question on the scholarships. What is the demand vs. available funds? Ans: Mr. Boyer - I would say on average every 10 weeks, I think the most that any one family received this year was three weeks of scholarship. We had so many request for it. We try to make sure that every family gets a week first, before we add more weeks to a family.

Mr. Papa: We allocated more funds this past year for public service.

CM Klufas: Are there any impediments for advertising these services? Ans: Mr. Boyer - No.

Mayor Holland: What kind of fundraising do you do? Ans: Mr. Landon - Food Truck Tuesday; one of the months goes toward this program.

## **F. WRITTEN ITEMS**

### **4. RESOLUTION 2017-XX APPROVING ANNUAL SERVICES AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER**

Mr. Landon gave an overview of the item and reported that the proposed resolution is simply a continuation of the current program with the BAC. It is a great partnership. We recommend continuing the program.

*Mayor Holland: Have we ever thought of hosting a workshop on entrepreneurship?  
Mr. Falgout: The BAC has some marketing dollars and one is entrepreneurship night, which is a networking event.*

**5. RESOLUTION 2017-XX APPROVING CONTRACTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE, INC. FOR PEP TANK INSTALLATION AND REPLACEMENT SERVICES**

*Mr. Landon gave a brief overview of the item and reported the contract has expired and we are renewing the contract.*

*Mayor Holland: Are we still installing pep tanks at a new home? Ans: Mr. Landon - We have to. The entire system is under pressure and so you have to install the pep tank so you can pump it out vs. gravity.*

*Mayor Holland: When we are installing the pep tank, do we provide something to the residents informing them best practices in a storm situation? Maybe communication on pep tanks? Ans: Mr. Landon - The challenge there is we are dealing with the developer and not with the resident. If it is a replacement, we can do that; I like the idea.*

*Mayor Holland: Maybe your communication team can do a video, PEP 101.*

*VM Cuff: These contractors, the resolution the prices are different? Ans: Mr. Landon - The one that is less expensive will get called first but if they are busy, we will go to the other one. The issue is time and not dollars and our Utility staff handles it from that point.*

*How many pep tanks do we have? We are not installing them in the new communities right? Ans. Mr. Landon - No not in the newer communities.*

*Mr. Adams: There are 13,000 pep tanks and probably another 6,000 or 7,000 empty lots in pep areas. We will be putting them in for many, many years.*

*Mayor Holland: I think many of our residents come from different areas of the country and do not know what a pep tank is and what it means when the alarm goes off.*

*Mr. Adams - New residents when they sign up for services, do get an electronic version of a welcome packet that has pep information on it.*

*CM Nobile When we put the new pep system in, why don't we put a hood around it? Ans: Mr. Adams - The clean outs varies. It depends. We have in some cases and raised up the chambers, generally, people like it at ground level.*

**6. RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH PORT CONSOLIDATED, INC., TO PURCHASE FUEL PRODUCTS**

*Mr. Landon gave a brief overview of the item. He reported this is an annual contract to buy diesel. The price varies constantly and there is a formula for the price. This week the City is receiving it for \$2.22 (less than the market rate.)*

**7. RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC.**

*Mr. Landon gave an overview of the item and explained how the chemicals are used at the Wastewater Plant.*

**8. RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF TUCSON, ARIZONA NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) WITH W.W. GRAINGER, INC., TO PURCHASE MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES**

*Mr. Landon gave an overview of the item and explained it is a renewal of a current contract. These are outdoor supplies.*

**9. RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH STAPLES CONTRACT AND COMMERCIAL, INC. STAPLES FOR OFFICE SUPPLIES:**

*Mr. Landon gave an overview of the item and explained it is a renewal of a current contract. These are indoor supplies.*

**G. PUBLIC PARTICIPATION**

Remainder of Public Participation is limited to three (3) minutes each

*No comments were received.*

**H. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

*CM Nobile reported on the last TPO meeting and the smaller cities were able to beat back the 25% proposed as a match. The item has been postponed indefinitely. He also reported that the State is looking into eliminating the weighted vote on TPOs.*

**I. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

*No comments were received.*

**J. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

*The Northeast Regional Council awarded the City for the Fire Department's Internship Program. The Utility Department was awarded from WaterWorks. He reviewed the holiday schedule with the Council.*

**K. ADJOURNMENT**

*The meeting adjourned at 9:50 a.m.*

*Respectfully Submitted,*

*Kate Settle, Deputy City Clerk*





**City of Palm Coast**  
**MINUTES**  
**City Council Business**

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**Tuesday, December 5, 2017**

**6:00 PM**

**Community Wing**

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**City Staff**

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**William Reischmann, City Attorney**  
**Virginia A. Smith, City Clerk**

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**A. CALL TO ORDER**

Mayor Holland called the meeting to order at 6:00 pm

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

Mayor Holland led the pledge to the flag.

**C. ROLL CALL:**

Ms. Settle called the roll and announced Council Member Klufas had an excused absence. **All other council members were present.**

**D. PUBLIC PARTICIPATION**

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Patricia DeVoy, Cypress Knolls: One year ago our house was completed finished. We found out just recently that an ordinance had been changed regarding the elevation of land. This house is about three feet above our property. I came today because we tried to talk to the City. We even asked to talk to the mayor. We have left three messages. The only person that would respond to us was Steve Nobile. All we wanted was for someone to come out and look at the property and let us know what we could do. They wouldn't come out even after the Port-o-John fell into the swale. We are at the point that we are sorry that we moved to this community. You know that whole area is lower than the house next to us. We've gotten a lot of water on our property with the rains. We thought by moving here and paying the taxes we pay that it was for the betterment of our community and we are starting to think it isn't. We wanted someone to look at the elevation and now they have poured the cement and they started to build the block. We are SOL at this point. We want some answers as to why this ordinance was passed and we didn't even see it in the paper because it was passed after our house was built.

Mike Harrison, 88 Raintree Circle. Similar but different issue. Along Ray Drive between Raintree. Several months ago they dug up the ditch and now we have flooding. We have been there for three years. They have torn up the driveway going into Raintree Circle and it has been cut six foot wide all the way across and it has been that way for several months. They started work three months before the hurricane but we still have flooding, we still have a messed up driveway. A representative from the City called me and said the grading would be down before the week was over and they were out working today and they haven't solved the problem and I asked him about repairing our driveway. He said they were going to have to move the utilities. This part is a rumor. Apparently, someone from our community had discussed this with the City and that our entire community will be without water or sewer for more than two days when they do repair it. Two days is unacceptable. I wanted to get an official opinion of what is happening and what is going to happen.

Maggie Hampton, Cypress Knoll: On November 17 on WNZF, the Mayor said that transitional housing was coming into Cypress Knoll. We have gotten some information from Steve Nobile and we would like to hear from the Mayor directly about this if she misspoke because none of us have heard anything back.

Robert Stolpmann, St Augustine: I came to talk to you about something off the agenda. Renewal energy with wave energy devices. The City has spent over a million dollars with the Coquina Coast Group, modeling desalinization plant with maybe a pipeline to outline cities. I have been working in Daytona Beach and I have brought this package for you tonight, showing the wave actuator devices, the leases you would need offshore



to utilize them. The Ceto technology that I am promoting uses a wavelength technology uses a wavely system and it cannot only make electricity but water. And it is done within the three miles of state water so it can be done with the Florida Department of Environmental Protection which I have a letter from them outlining how much the leases would cost. I would like to give this to you to consider. I spoke with the representative from the Coquina Coast Group and I don't know if you aware of that project. The main problem with it was the production cost of the desalinated water. The devices that are in the package, produce high pressurized water. The cost of it is much less than those you were looking at before.

ANS: Mr. Landon - Elevation issues: This is news to me and I am not sure what the issue is.

CM Nobile: I was there. It was not one of our ordinances. It was when the state raised the elevation. Ans: Mr. Landon - Minimum height.

CM Nobile - This house is well above the minimum what you have is a slope.

Ans: Mr. Landon - Hopefully, it can be taken care of during construction. Hopefully, you can get a hold of Steve Flanagan with all the faces back there, I don't know where Steve is. The resident can get a hold of Steve Flanagan.

Mayor Holland: Let's do this. If Steve can get her information tonight, he can contact her.

Raintree Drive: Ans: Mr. Landon – This a project our crews were performing for storm water improvements. This is what we call modeling. We look at the area to improve the drainage in the R Section. Our crews ran into water and sewer lines that were not where they expected them to be and not on the plans. This happened prior to Hurricane Irma we obviously pulled the crews off of the project. The City is back on the project. We will correct it all. Regarding the water being out for a couple of days, it will be more like a couple of hours. We may have to turn it off temporarily but we will stay on construction until we get it back on. Two days is unacceptable.

Transitional Housing: Ans: Mayor Holland – Yes, I was on the radio and I misspoke. Transitional Housing we approved was in the L Section and it was a gated community. What we meant by transitional housing had to do with folks that were elderly in our community that wanted to move to a smaller home because their spouse passed away and the no longer wanted to or could take care of their home. It is not being located in Cypress Knoll.

## **E. MINUTES**

### **1. MINUTES OF THE CITY COUNCIL: NOVEMBER 21, 2017 BUSINESS MEETING NOVEMBER 28, 2017 WORKSHOP**

Motion by VM Cuff, seconded by CM Nobile to approve the minutes as presented. The motion carried unanimously.

## F. PRESENTATIONS

### 2. PRESENTATION OF THE 2017 VIDEO AWARDS

Cindy Lane spoke of the awards the City has received for Video Communications. She reported fifty-nine videos have been produced this year. She introduced Jason Giraulo and Tom Hansen and recognized them for receiving seven National and State awards in 2017. The Communications Department presented "Joey Christmas" video which educates the public on fire prevention during the holidays.

## G. ORDINANCES SECOND READ

### 3. ORDINANCE 2017-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 109+/- ACRES LOCATED 1,400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE FROM FLAGLER COUNTY DESIGNATIONS TO CITY OF PALM COAST DESIGNATIONS:

Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief history of the item. In 2006, this property was rezoned by Flagler County and not the City. It was rezoned single family, multi-family and commercial. The PUD was approved by Flagler County and was approved up to a height of 95 feet. As the economy improved, the PUD was recently amended and reduced the density. The State of Florida has pre-empted Cities from taking any action that is different than what was approved by Flagler County unless the developer or the property owner consents to those differences. We are not rezoning the property or changing the comp plan designation other than we are doing the most compatible zoning and comp plan designation that falls under the City's jurisdiction. It does not change the entitlements. City Council by State law cannot require that those entitlements be changed that includes building heights and density and mix of uses. What happens if you turn these down than the zoning and the comp plan designation will stay the same. It will stay under the County comp plan, the developer can still develop the property as allowed by the County zoning. I have asked the property to make a presentation to know what the proposal is . . . this is one of those where they do have a proposal.

Ken Belshe, the developer for the proposed development, presented the proposed plan for the area. He spoke of the process he went through with the County. He reported on his opposition by Sea Ray. The original plans included canals and the thought was the canals were not as environmentally friendly as having a lake surrounded by single family homes. The height originally asked for from the County was 125 feet. After negotiations with Sea Ray, the height then changed to 95 feet (seven stories of living over one floor of parking). He spoke of the seven public hearings the development went through before getting to the second reading of the ordinance.

Mayor Holland indicated that the first reading of the ordinance revealed to her the height requirement and she was surprised that it was much more height than the standard height requirement of the City.

CM Nobile: the people who bought property around this area knew what property was set at. The zoning was already set. The height was established in 2006. Anyone that was there after 2006 could have found that out. Ans: Mr. Landon - Yes.

CM Nobile: All I am saying is the information was available. Ans: Mr. Landon – Yes, public record. It was available.

CM Nobile: This is where I get a little concerned myself. Two - three weeks ago, we had the same conversation about a property on US 1 and we did change the zoning and the comprehensive plan for that area. No one had a problem with that. I, personally, wish we could do it under Palm Coast's regulations. I don't want to attack the people that are coming here to argue their point. I don't want to attack the developer. He has been through these processes. This is not news.

Mayor Holland: The height is very bothersome to me. I am not against the development.

Nobile: What we talked about in the future is not to get into this type of thing.

Ans: Mr. Landon - We have a designated area with water service. To the Mayor's point, the county should be pointing to us early in the process. Our planning manager has met with the County to come up with a legal mechanism to make sure that these developments, which are still in the unincorporated area of the County, will come to us in the planning stages.

Mr. Belshe indicated his company has plans to develop other areas within the City limits. They will comply with the City's height restriction in the future.

The public hearing was opened.

The following residents shared their concerns regarding the proposed development: Edith Forena, Ronald Belinski, Sara Lockhart, Andy Germaine, Kathy Righterlasky, Sally Faulkner, Mike Dulersen, and Debby Mailey.

The public hearing was closed.

Mayor Holland: To the fact of the first speaker going back to the expiration date of the original approval. Can you speak to if this development agreement still exists and is it approved by the dates? Ans: Mr. Landon - I cannot speak to whether the 2006 action expired but I can tell you the 2017 is still very active. What we are dealing with now is what they approved in 2017. If the previous action back in 2006 expired, it is a moot point. Mayor Holland: If it came to the

County Commission in 2017, would they have to go through the process again? If it is expired? Ans: Mr. Landon – It is my understanding that they did exactly that. Mayor Holland: They went through a whole new process? Ans: Mr. Landon: Yes

Attorney Reischmann: Tonight we are in control of our own process. What we are not in control of is what has happened previously with the county. Certainly, I was not aware of what happened in 2016-2017. I will tell you the rules of procedure, the legal rules of procedure if there was a flaw in the process, the county enacted in renewing or re-adopting, or amending the PUD, that would have had to been challenged within thirty days of the development order. That is not something we have control over, we are simply receiving the application for annexation. It was annexed into the City and now we have to give it a comparable land use in the FLUM and we have to apply a comparable zoning application to that which was obtained in the county.

Mayor Holland: As far as vested rights and an appeal process and what that looks like in the State. If there is any remedy we could apply to the law, local laws, that would give us the ability to make an appeal to the State. Ans: Attorney Reischmann – Any request to re-litigate Flagler County's Development Orders would have to go to the courts and not the legislature. Those would have to be done pursuant to a specific timeframe. The future land use designation that comes to us from the County was given to this property, I don't know the date. It has to be more than 30 days ago. The process is if that future land use designation or that zoning was inconsistent with the Flagler County Development Code or its Comprehensive Plan than the vehicle that would have challenged that would have been within 30 days to the Circuit Court in Flagler County pursuant to Chapter 166, 163. That is what would control.

Mayor Holland: As far as them constructing things and stopping the permits, was that under the County? Ans: Mr. Landon – Yes, exactly. Some of the comments led me to believe that it is actually the marina project which is basically across the canal. It is the corner of Colbert Lane and Roberts Road (where the old cement road was located, where the old smoke stack is located. That is a different property, different owners and a different project. That was approved for residential and marina through Flagler County. I believe the same timeframe and it is still currently unincorporated. It is not within the City limits. They are in the same boat. When they want to come in, develop and get water, we will require annexation. They, once again, will bring with them the County vested rights that have with whatever the County approved.

Mayor Holland: The Soil contaminants that CKD Dust that was . . . Ans: Mr. Landon – that is actually cement, south of Roberts Road. I have not heard of any issues of contamination on this property.

Mayor Holland: Ms. Lockhart's comments can you speak to the Joint Planning Agreement, Analysis Compatible with Colbert Lane, Landscape buffer of 20 feet

and size of units. Ans: Mr. Landon – The Joint Agreement with Flagler County is very consistent. That is what we would like to see is some sort of agreement with this pre-annexation and the like that they would direct those developers to the City. Buffers and the other, I would have to refer to Ray or Jose.

Attorney Reischmann – Mayor, let me remind you and Council of a brief discussion before all of us for the first reading and you indicated your concern of actions taken by Flagler County without any consideration of our planning standards. At that time, I mentioned to you that there are things we can do in the future that hopefully would prevent the frustration of what everyone feels in this room this evening. And that is, when you get through some sort of interlocal agreement, a joint planning standards where within a geographical area, within that scope there is an area outside of the city but limited somewhere in unincorporated but where someone has real property in that ring around a local municipality and seek a development order from the County. The county would proceed pursuant to this agreement to apply the development standards of that City because it is anticipated by that interlocal agreement and agreed to by the County that this will be in the City eventually and should be developed according to that City's standards. Those types of planning agreements can prevent the types of discussions and problems we are having this evening. A joint planning agreement is something all of us would love. After listening to the City Manager's comments, there have already been efforts by our staff to do just that and go to Flagler County and open that dialogue.

Mayor Holland: Anything we can do, I think we should support this concept in a more meaningful way. Not to have a few meetings and see what comes out of it but really set some timeframes so we can accomplish it. If there are any road blocks that do occur, I think it is important for us, as a council, to understand what those are as we progress so we can communicate with our colleagues on the Board of County Commissioners in a way to know our concerns as we move forward. Ans: Attorney Reischmann – Mayor, it is not something that would have to be created out of cold. The geographical area of where the City will be providing water and sewer is a specific geographical area which as the City Manager had indicated that at some point, the real property is required to annex in. The agreement could reflect those specific properties.

CM Nobile: What she said was we did limit the number of dwellings and we limited the size, I believe, so if we can do that? Ans: Mr. Landon – as long as the property owner agrees.

CM Nobile: So the dwelling number? Ans: Mr. Landon – Right.

CM Nobile: If it is different than what was agreed with the County? Ans: Mr. Landon – Even if our, in this case, the comp plan allows more units, we limited it because that is what the County approved or vice versa.

CM Shipley: One speaker said the development would be 25 feet from the back of her house? Ans: Mr. Tyner – I don't know exactly but it is a lot. Attorney Reischman read the distance into the record.

Motion by VM Cuff, seconded by CM Nobile to approve. The motion passes unanimously.

**4. ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM PLANNED UNIT DEVELOPMENT (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (CITY OF PALM COAST DESIGNATION FOR A 109+/- ACRE PARCEL LOCATED 1400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE:**

Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief overview. Attorney Reischmann asked if anyone had exparte communication. CM Nobile indicated he had emails. Attorney Reischmann told him, to please send those to the City Clerk for the record.

The public hearing was opened. The following citizens expressed their concerns: Sara Lockhart, Jon Netts and Bill Desmond. The public hearing was closed.

Mayor Holland: To the first speaker, Ms. Lockhart, I do have a question . . . We do want to get into a vacation rental issue with the City of Palm Coast. We currently do not deal with that but having been on the County Commission for six years and understanding the impact it had in a residential community. It had a negative impact. This is a type of area that could be a viable vacation rental network because they like that condensed condo type of living. I want to know what the plans are in regards to that . . . Ans: Mr. Landon – Was that addressed in the County's PUD or anything? Ans: Mr. Tyner – No.

Ans: Attorney Reischmann – Mayor, there is a reference to an association's covenants and restrictions which indicates that the property shall by a declaration of covenants, conditions and restrictions. I am unaware if a draft has been prepared and submitted to the County. They are not attached as an exhibit. I can tell you, the issue of type of uses can be dealt with clearly in the covenants and restrictions that are ultimately crafted by the developer and imposed on by the purchasers, like a contract on the purchasers of the units in the single family portion of this development as well as in the multi family.

Mayor Holland: Question for the developer. If the developer could come up and answer that please. Ans: Attorney Bayer - On the short-term rentals, it is not addressed in the PUD agreement for this project. We would be bound by what the City ordinances say regarding short-term rentals.

Mayor Holland: We don't have a short-term rental ordinance.

CM Nobile: We may need one.

Mayor Holland: If this gets approved . . .

Ans: Attorney Reischmann – Mayor, Council – there is more than one way to skin the cat. One way is legislative by providing some sort of ordinance but of course, there are issues with the legislature stepping into that pre-emption. The other way is with these covenants and restrictions but they can be imposed on any purchasers and a limitation on what they are allowed to use units for . . .

Mayor Holland: By the developer?

Ans: Attorney Reischmann – Yes.

Mayor Holland: Attorney Bayer we are asking if your developer is willing to put that language within the covenants and restrictions. Ans: Attorney Bayer – I will ask him. This was not an issue that has come up in any of the other hearings.

CM Nobile: So today, if I wanted to put my house on AirBnB, rent it weekly. There wouldn't be an issue. I could do that. And you are saying that it is easier for a developer of a PUD to create an agreement with the buyers than it is for the City . . . Ans: Attorney Reischmann – Deed restrictions. And they exist in the nature of a contract and when you buy your home, you buy it subject to this contract.

Mayor Holland: Before your question came up I think the developer was standing to hopefully, comment on something.

Mr. Belshe: Let me go back to one thing real quick, the minimum size of the condos is 1200 square feet, not 600 square feet, which is made clear in the PUD. The short-term rentals, we have no plans to do short-term rentals. Again, I thought we were talking about height restrictions. You know, the development business is different from others. I don't think it would be fair to ask us to restrict what we are going to do beyond the City allows or does not allow.

Mayor Holland: This is where we run into an issue. This is not being a good partner when you are coming to us and asking for some type of agreement we are working towards knowing that you are going to have future projects to come before us – we do not want that type of industry in our community reeking havoc because you are looking to the north of us in unincorporated county and they are having this exact issue or they are having forty people in a condo unit during race week, next to a residential area. There are parties go on; there is loud music and it is causing disruption in a residential area. Vacation rentals have a place. I am not opposed to vacation rentals. What I am opposed to is vacation rentals in a residential area that is meant to be residential.

Mr. Belshe: What I am asking is can the City impose those laws and restrictions based on the process in the City?

Ans: Mr. Landon – The State has basically pre-empted cities once again. We have not looked at this a great deal but they are constantly reducing the authority of cities to control those. It seems to me, you want lots and houses you should have no desire to get into the rental business or to sell a house to someone in the rental business. It seems to me, this is not an unreasonable request to agree that in your HOA covenants and restrictions that you will not have short-term rentals.

Ans: Attorney Reischmann - If there are any zoning restrictions in Flagler County for this type of use, that could be away not to allow the use for these homes. More likely, there is something in their covenants and restrictions.

Ans: Attorney Reischmann - We come here with a development agreement that has vested rights and one of those has been the height and that has been the core of the issue tonight. We are obligated to provide a land use which is consistent with the County land use and we are require a zoning category that is consistent. If we could legally tell them that they can't have timeshare than we could legally tell them they can't have a building more than 40 feet.

Mayor Holland: I am understanding that. I am not naïve to this process. I have been doing this for fifteen years. I am telling you that he considers this moment and acknowledges that this might create an issue in this moment. I have been doing this for a long time. We haven't had a development like this come before us that concerns me so much to the point to where we're allowing this because we have to. We are requesting, as a recommendation something that we don't want to become. We will end up fighting in Tallahassee and spending \$300,000 because we have created another issue in this community because we have the ability to ask nicely, please don't allow this to happen. I am not mandating it.

Mr. Belshe: Can we clearly define what short-term rental is?

Ans: Mr. Landon: I would tell you anything less than 6 months.

Mr. Belshe: We have no intention of doing it. We have not consider the issue and the ramifications until five minutes ago. I would tell you that I promise you that I will consider that issue and I will address with staff in the planning process. We don't have any intention of doing short-term rentals.

Mayor Holland: When we approve these projects - how do you view in adding staff to make sure that the response times are managed? Ans: Landon – Impact fees do not go toward staff, it goes toward capital. The City has two ladder trucks. Chief Beadle informed the Council on the equipment available to the City and the Interlocal Agreements among the cities and the county.

Motion by VM Cuff, seconded by CM Nobile to approve. The motion carried unanimously.



## H. ORDINANCES FIRST READ

5. **ORDINANCE 2017-XX A COMPREHENSIVE PLAN AMENDMENT FOR A 196+/- ACRE PARCEL FROM FLAGLER COUNTY DESIGNATIONS OF MIXED USE HIGH INTENSITY AND INDUSTRIAL TO CITY OF PALM COAST DESIGNATION OF MIXED USE ALONG WITH A POLICY TO LIMIT DEVELOPMENT:** Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief overview of the item. The next three ordinances accompany. The location is between Roberts Road and Colbert Lane, it has recently been annexed into the City. We have sat down with the property owner. We have a little more flexibility on where they are in the process.

Jose Papa gave a presentation to council on the proposed comprehensive plan amendment. He compared the differences between what was approved by the county and the current agreement. The presentation is attached to these minutes.

VM Cuff how did we get from 300 to 1500. Ans: Mr. Papa – The Planning Board and Staff gave 1500 as a cap.

Clint Smith gave a quick history of the property.

Mayor Holland: Could you address the VM Cuff's question why the number was posed: Ans: Mr. Smith – The city has been deficient in multi-family. This is an area you have seen from both in the city and out. It fits where multi-family should be; off of two major roadways.

The following residents expressed their concerns regarding the development: Jack Carell, Jim Cullis, and George Mayo

Mr. Jim Smith, owner of one of the parcels wanted to ensure that the use he is currently doing and has been doing for a number of years will remain in tact after the development. His company is sixty-years-old and is one of the major employers in Flagler County.

Public hearing was closed.

Mayor Holland: Mr. Carrell comments about water. Is it efficient? Ans: Mr. Landon - Yes. Ans: Attorney Reischmann - As to the issue regarding realtors, there is no obligation for the realtor to inform a possible buyer. There is a certain obligation on the part of the buyer to do their due diligence.

Mayor Holland: How can we address Mr. Cullis comments? Ans: Mr. Papa - There maybe minor changes between the first and second hearing.

Mr. Belshe: I will promise to work with Mr. Cullis to work out any concerns.

VM Cuff: Traffic issue. Colbert Lane is a county road so we have no jurisdiction over it. Do we have jurisdiction to have a developer put in a traffic signal or do we have to go to the County. Ans: Mr. Papa – Both jurisdictions will have to review that traffic study but since Colbert Lane is under jurisdiction by the County. The approval would be done by the County.

VM Cuff: I am looking for any potential conflicts. Ans: Mr. Papa – It will be based on traffic engineering standards. I believe they are more black and white than planners.

Ans: Landon – Ultimately, it will be Flagler County that will determine if a signal can go in. Roberts Road is also a County Road.

Nobile: Impact fee, traffic light. The County will see a report and hopefully, they will have done what we have done. Who is paying for that? Ans: Mr. Landon – The traffic study or the light? The study is paid 100% by the developer. The developer will pay for it but usually when you do that what would happen is they will reduce their impact fees because it is one of those capacities or they will pay full impact fees and it would be up to the City and County to determine.

Mayor Holland: How many more of these do we have? Ans: Mr. Landon – State Road 100 on the south side between Belle Terre and Seminole Woods is mostly county. We have a developer doing this right now. They are getting all of their entitlements and they will be coming in when they want to go vertical because they will want water and sewer. East of Roberts Road is still in the County.

Motion CM Nobile, seconded by CM Shipley to approve. The motion carried unanimously.

**6. ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO GENERAL COMMERCIAL (COM-2) FOR A 2+/- ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF COLBERT LANE AND ROBERTS ROAD**

Attorney Reischmann read the title of the ordinance into the record. He asked for exparte communications. None were reported.

The public hearing was opened. No comments were received. The public hearing was closed.

Motion by CM Nobile, seconded by CM Shipley, to approve. The motion carried unanimously.

**7. ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 10+/- ACRE PARCEL LOCATED AT 465 AND 551 ROBERTS ROAD**

Attorney Reischmann read the title of the ordinance into the record. He asked for any exparte communication. None were reported.

The public hearing was opened. No comments were received. The public hearing was closed.

Motion by VM Cuff, seconded by CM Nobile to approve. VM Cuff referred to Mr. Smith's parcel and was surprised to learn that machining railroad wheels is light industrial. I understand his concerns I would not support a motion that make him work in a grandfather situation or to lose any of his entitlements by virtue of what he is doing there now or what could be done there as machining or manufacturing. Ans: Mr. Landon – What we need to do is get a legal opinion before second reading to make sure that we have a proper definition. We will get something in writing so that Mr. Smith may have a copy as well. The motion carried unanimously.

**8. ORDINANCE 2017-XX ZONING MAP AMENDMENT FOR 184+/- ACRE PARCEL FROM MIXED USE HIGH: PLANNED UNIT DEVELOPMENT (PUD) (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (MPD) (CITY OF PALM COAST DESIGNATION):**

Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief overview of the item.

Public hearing was opened. No comments were received. The public hearing was closed.

Motion by VM Cuff, seconded by CM Nobile to approve. The motion carried unanimously.

**I. CONSENT**

**9. RESOLUTION 2017-XX APPROVING A ONE-YEAR PRICE AGREEMENT WITH HARRIS CULVERT, INC. TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPES:**

**10. RESOLUTION 2017-XX APPROVING PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL FOR THE PURCHASE AND DELIVERY OF**

**VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER FOR THE CITY  
MEDIANS AND PARK ATHLETIC FIELDS.**

**11. RESOLUTION 2017-XX APPROVING AN EASEMENT WITH THE  
COLUMBIAN CLUB OF FLAGLER COUNTY, INC., FOR THE OLD KINGS  
ROAD WIDENING PROJECT**

There was no public comment received for the Consent Agenda.

Motion by VM Cuff, seconded by CM Nobile to approve. The motion carried unanimously.

**J. PUBLIC PARTICIPATION**

Remainder of Public Participation is limited to three (3) minutes each.

Jon Netts reported on the north side of Palm Coast Parkway has remained soggy. When you do road improvement, perhaps look into correcting the situation.

Ans: Mr. Landon - We agree 100%. We are working on a plan to solve the issue. You will see improvements soon. It highlights how much rain we have. We have others that just have not dried out.

**K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

CM Nobile: Same concern as Mr. Netts on Rymfire. If it rains, the bike path gets flooded. If we can keep that in consideration, when we do roadwork. Rymfire is not designed for sharing the road. Ans: Mr. Landon - Other than major redo, it will be tough one. We need to look at areas that stay wet.

**L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

None.

**M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

The TPO meeting tomorrow and has the issue of Volusia County trying to increase local match, up to 50% .Smaller Cities cannot afford 50% of a project. Hopefully, City Council will support staying with the 10%. It was the consensus of Council for CM Nobile to work toward lessening the match from 50% at the TPO meeting.

Mr. Landon reviewed the Holiday Schedule. He reminded everyone to buy local and to participate in the various holiday activities.

**N. ADJOURNMENT**

The meeting adjourned at 9:18 p.m.

# City of Palm Coast, Florida Agenda Item

Agenda Date: December 12, 2017

<b>Department</b> PLANNING <b>Item Key</b>	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> PRESENTATION OF 2017 ANNUAL INTRACOASTAL WATERWAY CLEANUP RESULTS	
<b>Background :</b> Staff will provide a presentation of the 2017 Intracoastal Waterway Cleanup results from the November 4 <sup>th</sup> event.	
<b>Recommended Action :</b>  For presentation only.	

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department</b>	ADMINISTRATIVE SERVICES	<b>Amount</b>	\$76,491.00
<b>Item Key</b>		<b>Account #</b>	10012103-034000
<b>Subject</b>	RESOLUTION 2017-XX APPROVING ANNUAL SERVICES AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER		
<b>Background:</b>			
<b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>			
<p>This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.</p>			
<b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>			
<p>In April 2011, the City Council approved a Grant Agreement with the Florida Small Business Development Center (FSBDC) at the University of Central Florida (UCF) to provide services at the Business Assistance Center (BAC). The BAC is a key part of the City's economic growth strategies and is aimed at assisting existing and new businesses. The BAC has been the friendly face of the City for businesses by providing exceptional information/resources and help in navigating governmental regulations.</p>			
<p>Since 2011, the BAC has delivered results with the BAC clients investing approximately \$31 million in our community. For every \$1 invested in the BAC, \$74 has been invested back into our community.</p>			
<p>As part of the annual goal setting and budget approval, City Council reaffirmed the City's commitment to the Business Assistance Center. The attached resolution and agreement continues our relationship with the FSBDC at UCF to provide these important services. The City's funding when combined with Federal and State funding commitments by FSBDC maintains the staffing level of two full-time equivalent Certified Business Analysts and a full time program assistant.</p>			
<b>Recommended Action:</b>	Adopt Resolution 2017-XX Approving Annual Services Agreement with the University Of Central Florida for the Business Assistance Center.		

**RESOLUTION 2017-\_\_\_\_**  
**ANNUAL GRANT AGREEMENT FOR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN ANNUAL GRANT AGREEMENT FOR SERVICES RELATED TO THE BUSINESS ASSISTANCE CENTER WITH THE UNIVERSITY OF CENTRAL FLORIDA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the University of Central Florida (UCF) is a constituent member of the Florida state university system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida and is administered by the University of Central Florida Board of Trustees, a public body corporate, pursuant to said Section and Section 1001.72, Florida Statutes; and

**WHEREAS**, the Small Business Development Center (SBDC) has agreed to continue to perform the services under the terms and conditions hereinafter provided in this Agreement and;

**WHEREAS**, the City desires to enter into an Agreement with the SBDC for the purpose of providing small business development services to current and potential business owners through group training and individual counseling and;

**WHEREAS**, the City has determined that the provision of said Small Business Development is a proper public purpose, and in the best interests of the citizens of the City of Palm Coast.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF GRANT SERVICES AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Grant Services Agreement, as attached hereto and incorporated herein as reference by Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 19<sup>th</sup> day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment:

Exhibit "A" – Grant Agreement for Services with the University of Central Florida

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



**University of Central Florida  
Fixed Price Services Agreement**

**RID: 1056908**

**THIS AGREEMENT** is made by and between THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, having an office at 12201 Research Parkway, Suite 501, Orlando, FL 32826-3246 (“UCF”), for the benefit of the Small Business Development Center at UCF (“SBDC”) and the City of Palm Coast (“Sponsor”), a political subdivision of the State of Florida, by and through its City Council, having an office and place of business at 160 Lake Avenue, Palm Coast, FL 32164 (individually, “Party”, and collectively, the “Parties”).

In consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to as follows:

**Section 1 – Term**

1.1 UCF will perform the Services described in Exhibit A (which is incorporated in this Agreement by reference), beginning on October 1, 2017 (“Effective Date”) and continuing through the earlier of September 30, 2018 or until work is completed (“Termination Date”).

**Section 2 – Payment; Fixed Price**

2.1 Subject to the terms of this Section 2, Sponsor agrees to pay UCF **Seventy Six Thousand Four Hundred Ninety One and 89/100 U.S. Dollars (\$76,491)** (“Fixed Price Amount”) for the Services. Sponsor agrees to make at advance payment of **Thirty Eight Thousand Two Hundred Forty Five and 50/100 U.S. Dollars (\$38,245.50)** to UCF upon receipt of invoice dated October 1, 2017. The second payment of **Thirty Eight Thousand Two Hundred Forty Five and 50/100 U.S. Dollars (\$38,245.50)** is due upon receipt of invoice dated April 1, 2018. Payments are to be made to:

University of Central Florida  
Finance & Accounting  
12424 Research Parkway  
Suite 300  
Orlando, FL 32826-3249

UCF may choose to discontinue performance of the Services if Sponsor fails to pay any UCF invoice within thirty (30) days of receipt.

**Section 3 – Reports**

3.1 UCF (SBDC) will provide Sponsor with quarterly and yearly reports summarizing the programmatic results of the Services, as described in Exhibit A.

#### **Section 4 – Publicity**

- 4.1 Neither Party may use each other's name or trademarks in any promotion, statement, advertisement, press release, or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release, or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statute 1004.22(2) regarding sponsored research activities.

#### **Section 5 – Intellectual Property**

- 5.1 Sponsor hereby provides UCF a non-exclusive, royalty free, fully paid up license to use any materials it provides pursuant to Appendix A. UCF shall not use such materials in any manner other than for the provision of the Services.
- 5.2 Sponsor will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret, or copyright shall be owned by UCF.
- 5.3 Notwithstanding any other provision of this Agreement to the contrary, UCF reserves an irrevocable, nonexclusive, royalty-free, nontransferable license to make and use the intellectual property, data, and test results generated hereunder for educational and research and development activities practiced by UCF.

#### **Section 6 – Publication**

- 6.1 Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise patent rights or inadvertently divulge proprietary information of a Party.

#### **Section 7 – Disclaimer of Warranty**

- 7.1 **UCF, AS A PUBLIC BODY CORPORATE AND NON-PROFIT EDUCATIONAL INSTITUTION, MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, NEITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER AND ANY DELIVERABLES, TEST RESULTS, AND DATA RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IF SPONSOR CHOOSES TO EXPLOIT SERVICES, DATA, TEST RESULTS, OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN**

**RISK. UCF EXPRESSLY RETAINS ALL RIGHTS, BENEFITS, AND IMMUNITIES OF SOVEREIGN IMMUNITY IN ACCORDANCE WITH SECTION 768.28, FLORIDA STATUTES.**

**Section 8 – Damages**

8.1 In no event shall UCF be responsible for any direct damages, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, any materials or information provided by Sponsor to UCF, and regardless of whether UCF was advised or had reason to know of the possibility of incurring such damages in advance. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

**Section 9 – Termination**

9.1 Either party hereunder may terminate this Agreement for any reason upon thirty (30) days written notice to the other.

9.2 Sponsor will pay UCF any costs and non-cancellable obligations which have accrued or been encumbered up to the actual date of termination and Sponsor will not be relieved of the obligation to pay those costs because of a termination hereunder.

**Section 10 – Export Control**

10.1 Each Party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items, (including the Arms Export Control Act (“AECA”), as amended, an enumerated in the International Traffic Arms Regulations (“ITAR”) 22 CFR Parts 123 – 130, and the Export Administration Act (“EAA”) of 1979 enumerated in the Export Administration Regulations (“EAR”) 15 CFR Parts 300 - 799). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by Company that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCF neither represents that a license is or is not required or that, if required, it shall be issued.

**Section 11 – Notices**

11.1 All notices and other communications given under this Agreement will be effective five (5) days following deposit in the United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below unless by a previous notice a different person or address has been designated.

To UCF for administrative matters:  
Mr. Steven Koogler  
Assistant Director  
Office of Research & Commercialization  
University of Central Florida  
12201 Research Parkway  
Suite 501  
Orlando, FL 32826-3246  
Phone: (407) 823-4370  
Fax: (407) 823-3299  
Email: [Steven.Koogler@ucf.edu](mailto:Steven.Koogler@ucf.edu)

To Sponsor for administrative matters:  
Mr. Jim Landon  
City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164  
Phone: (386) 986-3702  
Fax: (386) 986-3781  
Email: [JLandon@palmcoastgov.com](mailto:JLandon@palmcoastgov.com)

To UCF for technical matters:  
Ms. Eunice Choi  
Director  
Small Business Development Center  
University of Central Florida  
3201 East Colonial Drive  
Suite A-20  
Orlando, FL 32803  
Phone: (407) 420-4850  
Fax: (407) 420-4862  
Email: [EChoi@ucf.edu](mailto:EChoi@ucf.edu)

To Sponsor for technical matters:  
Same as above

## **Section 12 – Confidential Information**

12.1 Should it be necessary for either Party to disclose confidential information to the other Party, the Parties will first execute a confidentiality agreement.

## **Section 13 – Equipment**

13.1 UCF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. UCF agrees to maintain sufficient records to enable Sponsor to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

## **Section 14 – Miscellaneous**

14.1 The Parties to this Agreement are and will remain independent contractors and nothing herein will be construed to create a partnership, agency or joint venture between us. Neither party shall have any authority to bind the other or the other's representatives in any way and shall not represent to any third party that it has such authority.

14.2 Except as otherwise provided herein, neither Party shall be obligated to perform, and neither Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the

existence of economic or energy controls, hostilities, war, terrorism or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the performance under this Agreement.

- 14.3 This Agreement will be governed by the laws of the State of Florida and the United States. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction of the Parties and the subject matter hereof in Orlando. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.
- 14.4 Neither Party may assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the Services to be performed under this Agreement, in whole or part, without the prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.
- 14.5 No waiver or delay by either Party to exercise any right or remedy of any breach of any provision hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.
- 14.6 This Agreement sets forth the entire agreement and understanding between the Parties hereunder as to the Services and merges all prior discussions; and neither Party will be bound by any conditions, definitions, warranties, understandings or representations with respect to the Services other than as expressly provided herein. This Agreement may not be modified or altered except by a written document executed by authorized officers of both Parties. No provision contained in any standard form document issued by Sponsor, including but not limited to any purchase order or confirmation order, will be applicable to the performance of the Services, even if signed by the Parties, unless expressly incorporated into this Agreement by modification.
- 14.7 If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired but shall remain in full force and effect.
- 14.8 Each Party represents that it has the right, power, and authority to enter into this Agreement, and that it shall comply with applicable state and federal laws in its performance hereunder.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by our duly authorized officers on the day and year set forth below.

**THE UNIVERSITY OF CENTRAL  
FLORIDA BOARD OF TRUSTEES**

**CITY OF PALM COAST**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A STATEMENT OF WORK

### **Overview**

The services contemplated herein are part of the City's Business Assistance Center (BAC). The services described below should further the goals of the BAC, which are as follows:

1. Create a business-friendly, service-oriented organization that meets the needs of small businesses;
2. Provide timely and accurate information and guidance to businesses seeking to do business in Palm Coast;
3. Connect businesses with the resources they need (i.e. City Departments, CBE, SBA, SBDC, SCORE, Lending Partners);
4. Identify and assist companies ready for the next stage (aka Economic Gardening);
5. Maintain a resource library available to businesses;
6. Provide assistance in navigating City (and where possible County and State) regulatory requirements.

### **Management and Technical Assistance Services**

The SBDC will provide group training and individual counseling in Palm Coast. Assistance will be provided by the SBDC staff, a hired Certified Business Analyst, a hired Program Assistant, and outside professionals when needed.

Group Training – all training programs will be evaluated by participants using a standardized evaluation form. Evaluations will measure the effectiveness of the content and speaker(s). The SBDC will be responsible for all program design and delivery, including curriculum development, speaker selection, selection and procurement of materials, design and production of handouts, and development and production of audio-visual aids.

Individual Counseling – will include a full-time Certified Business Analyst (CBA) providing on-site management assistance to business owners. This individual assistance will be available to the business owner or potential owner at no charge. An office and/or conference room will be provided by the Sponsor for counseling sessions and group training. Counseling sessions will be available to assist business owners and potential owners as needed with answers to questions, as a confidential sounding board, and in times of crisis. Assistance will be available in the areas of marketing, general management, accounting, record keeping, loan packaging, business planning, financial management, and in other business management areas. The SBDC will collect information on the participant business' economic impact, in terms of job creation, job retention, capital investment, sales increase, loans approved, contracts awarded, etc., and will record this information in the SBDC Management Information System program.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 12/19/2017

<b>Department</b> PLANNING	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> RESOLUTION 2017-XX, APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2016 TO SEPTEMBER 30, 2017	
<b>Background:</b> <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> In accordance with the regulations for the Community Development Block Grant (CDBG) program, participants are required to complete an annual performance report called the Consolidated Annual Performance and Evaluation Report (CAPER).  The CAPER describes the activities and accomplishments during the recently completed program year (October 1, 2016 to September 30, 2017), using CDBG funds. This document provides information on expenditures of the CDBG funds received by the City through HUD. Additionally, this report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.  The projects/activities and the accomplishments described in the CAPER, consistent with the national objectives of the CDBG program benefit low and moderate income persons or neighborhoods where there is a high percentage of low and moderate income residents.  During the reporting period, the City accomplished the following:  - completed rehabilitation of 11 single family homes with an additional 5-7 units pending approval for rehabilitation; - assisted 28 qualified students by providing scholarships to the City's summer recreation program, -the allocation to Flagler County Free Clinic has resulted in providing dental health services for 63 patients, this activity is on-going in the current year, - continued progress on the design to complete the multi-use path system in the Seminole Woods neighborhood (remaining segments on Sesame Blvd.), - completion of an Analysis of Impediments to Fair Housing in preparation for the new 5-year Consolidated Action Plan, and - completion of a new 5-year Consolidated Action Plan (FFY 2017-2021).	
<b>Recommended Action:</b> Staff and the Citizens Advisory Task Force recommend that the City Council approve the Consolidated Annual Performance and Evaluation Report for the program period of October 1, 2016 to September 30, 2017.	





**RESOLUTION 2017-\_\_\_\_**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**FFY 2016 (FY 2016-2017) CONSOLIDATED ANNUAL PERFORMANCE AND**  
**EVALUATION REPORT (CAPER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast (the “City”) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

**WHEREAS**, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

**WHEREAS**, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City’s CDBG programs; and

**WHEREAS**, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

**WHEREAS**, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

**WHEREAS**, the City prepared a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

**WHEREAS**, the City has prepared a Consolidated Annual Performance and Evaluation Report (CAPER) for the period beginning October 1, 2016 and ending September 30, 2017, to report on the accomplishments and on-going progress of activities funded through the CDBG program; and

**WHEREAS**, the Citizens Advisory Task Force (CATF) held a public hearing on November 29, 2017, to hear public testimony of all interested parties regarding the FFY 2016 CAPER; and

**WHEREAS**, the CATF has recommended that the City Council approve the FFY 2016 CAPER; and

**WHEREAS**, the FFY 2016 CAPER was available for 15-day public comment period from November 16, 2017 to November 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN.** The City Council of the City of Palm Coast hereby approves the FFY 2016 CAPER, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 12<sup>th</sup> day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – FFY 2016 CAPER

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# **Consolidated Annual Performance and Evaluation Report (CAPER)**

**FFY 2016  
(October 1, 2016 to September 30, 2017)**

**Submitted To:**

**US Department of Housing and Urban Development (HUD)**



## Executive Summary

In accordance with the Federal regulations found in 24 CFR Part 570, the City of Palm Coast, Florida has prepared this Consolidated Annual Performance and Evaluation Report (CAPER) for the period of October 1, 2016 to September 30, 2017. The purpose of the CAPER is to describe the activities undertaken during this time period using funding from the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG). This document provides information on expenditures of the CDBG funds received by the City through HUD. Additionally, this report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

The projects/activities and the accomplishments which are described in the CAPER, principally benefit low- and moderate-income persons and the funding has been targeted to neighborhoods where there is the highest percentage of low- and moderate income residents in the City of Palm Coast. The following is the overall program narrative based on the Five Year Consolidated Plan and Annual Action Plans, as amended.

Federal Fiscal Year (FFY) 2016 is the final year of the City's initial 5-year Consolidated Action Plan (CAP) 2012-2016. In 2016-2017, the City completed the design for a 1.4 mile segment of the Seminole Woods neighborhood multi-purpose path (at this time the City is waiting for a permit from the Army Corps of Engineers in order to begin construction). The final phase of 1.5 miles along Sesame Blvd. is currently under design. It is expected that this project will be permitted, constructed, and completed in the upcoming fiscal year.

In addition to the Sesame Blvd. Multi-Use Path project, the City used \$10,000 in CDBG funds to assist 28 students from low-moderate income families to attend the City's summer camp program and thus far, 63 low-moderate income persons to access health care services through the Flagler County Free Clinic.

Finally, \$264,000 in CDBG funds were used to complete the rehabilitation of 11 owner-occupied single-family homes.

In FFY 2016, the City received CDBG Entitlement Funds in the amount of \$474,932. The City does not receive HOME, HOPWA, or ESG funds.

### Regulatory Caps and Set-Asides

CDBG regulations require that no more than 20% of allocated funds and program income are spent on planning and administration activities. The chart below shows the City's compliance with this requirement.

#### Administrative Cap Allowance of 20%

FFY 2016 CDBG Entitlement Funds	\$474,932
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Administrative Budgeted in FFY 2016 Action Plan is \$25,000 (5.2% of 2016 Allocation) with \$25,000 from FFY 2015 allocation and \$25,000 for completion of Analysis of Impediments to Fair Housing (2014 allocation)	\$25,000
Actual Program Administrative Expenditures	\$52,138.96

CDBG regulations limit public service activities to 15% of allocated funds and program income. The chart below shows the City's compliance with this requirement.

**Public Service Cap Allowance of 15%**

FFY 2016 CDBG Entitlement Funds	\$474,932
Public Service Activity Budget in FFY 2016 Action Plan is \$35,000 (2.3% of Allocation)	\$35,000
Actual Public Service Activity Expenditures	\$35,000

**Summary of Priority Goals and Expenditure**

The City of Palm Coast's 2012-2016 Five Year Consolidated Plan established the following objectives to be addressed using the available CDBG funds.

**For Decent Housing:**

- **Encourage Home Ownership and Reinvestment** by providing financial assistance programs for home repairs to retain the affordable housing stock.

**For Suitable Living Environment:**

- **Invest in Capital Projects** that improve the safety and livability of neighborhoods.
- **Expand Availability of Public Service** by expanding access to public service programs.

Additionally, the City budgeted CDBG funds for **Planning, Administration, and Monitoring** of CDBG Activities.

The following chart illustrates the budget and expenditures for the strategies during the FFY 2016 reporting period:

Available CDBG Funds	
Previous Program Years	\$608,301.12
Current Program Year (2016)	\$474,932.00
<b>TOTAL Amount Available</b>	<b>\$1,083,233.12</b>
FFY 2016 Expenditures	
Infrastructure (Seminole Woods Multi-purpose path)	\$0.00
Owner-Occupied Housing Rehabilitation Assistance (11 units)	\$264,082.00



Public Service (Summer Camp Program) (28 persons)	\$10,000.00
Public Service (Flagler County Free Clinic)	\$25,000.00
Planning and Administration (Completion of Analysis of Impediments to Fair Housing)	\$20,363.94
Planning and Administration (including administration and monitoring of Housing Rehabilitation program)	\$52,138.96
<b>TOTAL Expenditures</b>	<b>\$371,584.90</b>
<b>TOTAL Unexpended Amount (See following table for update on unexpended funds).</b>	<b>\$711,648.22</b>

The table below provides an update on the status of unexpended CDBG funds.

<b>Status of Unexpended CDBG Funds</b>	
<b>Total Unexpended Amount End of FFY 2016</b>	<b>\$711,648.22</b>
Seminole Woods Neighborhood Multi-use Path (Sesame Blvd./Citation Blvd. Section Under Design) – 3.3 miles	\$531,212.00
Owner-Occupied Housing Rehabilitation Assistance (Pending Contracts)	\$172,765.00
Administration of Housing Rehabilitation Program & Assessment of Fair Housing Study	\$7,671.22

### Summary of Accomplishments

Objectives	Policies	Activities	Program Year Accomplishments	Previous Program Year Accomplishments	5-Year Program Goals (FFY 2012-2016)
Decent Housing	Encourage Home Ownership and Reinvestment	Owner-Occupied Housing Rehabilitation Assistance	11	12	15
Suitable Living Environment	Invest in Capital Projects that improve the safety and livability of neighborhoods	Infrastructure (Seminole Woods Multi Use Path)	0 miles	3.7 miles	7.0 miles
	Expand availability of public service	Summer Camp Stipends	28	68	60*
	Expand availability of public service	Flagler County Free Clinic	63**	N/A	N/A

\*4-year goal (Summer Camp Stipends did not become a CDBG activity until 2013)

\*\*FFY 2016 is the first year that Flagler County Free Clinic received CDBG funds.





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## Narrative Statement on Overall Program

### A. Assessment of Five-Year Goals and Objectives

The City of Palm Coast's 2012-2016 Five Year Consolidated Plan established the following objectives to be addressed using the available CDBG funds.

#### For Decent Housing:

- **Encourage Home Ownership and Reinvestment** by providing financial assistance programs for home repairs to retain the affordable housing stock.

#### For Suitable Living Environment:

- **Invest in Capital Projects** that improve the safety and livability of neighborhoods.
- **Expand Availability of Public Service** by expanding access to public service programs.

Additionally, the City budgeted CDBG funds for **Planning, Administration, and Monitoring** of CDBG Activities.

#### Objective: Decent Housing

To address the objective of providing decent housing, the City provides financial assistance program to assist homeowners with housing rehabilitation using CDBG funds. Housing Rehabilitation activity is part of Priority #1 "Provide for Neighborhood Stabilization, Revitalization & Redevelopment" as identified in the Consolidated Plan. The City used \$264,082.00 in CDBG funds to rehabilitate 11 owner-occupied homes. The total includes the administration and monitoring cost of the activity.

In addition to CDBG funds, the City has a joint housing program with Flagler County to administer and manage the State Housing Initiatives Partnership (SHIP) program funds. Based on the 2016/17 interim report, the SHIP program provided assistance to 40 households totaling \$318,007.08. A majority of the households, 30, received assistance for disaster repair/mitigation for an average amount of about \$3,100.

In addition to the expended amount, an additional \$196,198.67 have been encumbered to assist 22 additional households. The SHIP funds are used for the following activities: purchase assistance, housing rehabilitation, and disaster repair/mitigation.



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## **Objective: Suitable Living Environment**

To address the objective of providing a suitable living environment, the City has identified infrastructure improvements in a low-moderate income area. The infrastructure project to construct approximately 7 miles of multi-purpose paths in the Seminole Woods neighborhood is consistent with the City's first priority to "Provide for Neighborhood Stabilization, Revitalization & Redevelopment" as identified in the Consolidated Plan.

In FFY 2016, the City completed design on 1.4 miles segment of Seminole Woods Blvd. Multi-use Path. The City is awaiting a permit from the Army Corps of Engineers to begin construction. Finally, design is underway for the final 1.4 mile segment of the project.

Another activity to address the objective of creating a suitable living environment is the availability of stipends for qualified students from low/moderate income households to attend the City's summer camp program. CDBG funds totaling \$10,000 were expended in FFY 2016 to assist 28 students.

In FFY 2016, the City Council dedicated \$25,000 to the Flagler County Free Clinic. The Free Clinic provides medical/dental care and services to persons who are 200% below the poverty limit. Thus far within FFY 2016, 63 persons have been assisted due to the availability of CDBG funds. Additional persons will be assisted in the coming year.

## **B. Furthering Fair Housing**

In program year 2016, the City conducted the following activities to further fair housing in the City:

- CDBG Applicant Workshop with Fair Housing Training
- Fair Housing and Home Buying Workshop
- Participation in the Flagler County Association of Realtors program to encourage homeownership
- Completed the Analysis of Impediments to Fair Housing study in anticipation of completing the new 5-year Consolidated Action Plan (2017-2021).

## **C. Affordable Housing**

The City uses CDBG funds to assist home owners with repairs to bring housing units up to current code requirements or to maintain the affordable housing stock. These funds are available for use Citywide. The City used \$264,082.00 (including activity administration and monitoring) in CDBG funds to rehabilitate 11 owner-occupied homes. The program beneficiaries' income and race/ethnic background are provided below.



**CDBG Beneficiary Household Income**

Household Income Category	Number of Units
Extremely Low Income (<30%)	2
Low Income (<50%)	5
Moderate Income (<80%)	4
<b>TOTAL</b>	<b>11</b>

**CDBG Beneficiary Race/Ethnic Background**

Race/Ethnic (Head of Household)	Number	Hispanic
White	11	0
Black/African-American	--	--
Other	--	--
No Response	--	--
<b>TOTAL</b>	<b>11</b>	<b>0</b>

**D. Public Service**

In addition to Housing activities, the City utilizes CDBG funds to assist qualified students to attend the City's summer camp program. The summer camp is held at the City's Community Center and is open to all K-8 students. The funding stipend is made available to all students from low/moderate income households. The program beneficiaries for FFY 2016 are as follows:

**CDBG Beneficiary Household Income**

Household Income Category	Number
Extremely Low Income (<30%)	15
Low Income (<50%)	10
Moderate Income (<80%)	3
<b>TOTAL</b>	<b>28</b>



**CDBG Beneficiary Race/Ethnic Background**

Race/Ethnic	Number	Hispanic
White	15	7
Black/African-American	7	1
Other	6	3
No Response	1	--
<b>TOTAL</b>	<b>28</b>	<b>11</b>

**FLAGLER FREE CLINIC RESULTS**

The following tables provide a demographic breakdown of the persons assisted by the Flagler County Free Clinic with the use of CDBG funds.

**CDBG Beneficiary Household Income**

Household Income Category	Number
Extremely Low Income (<30%)	63
Low Income (<50%)	0
Moderate Income (<80%)	0
<b>TOTAL</b>	<b>63</b>

**CDBG Beneficiary Race/Ethnic Background**

Race/Ethnic	Number	Hispanic
White	60	11
Black/African-American	3	
Other		
No Response		
<b>TOTAL</b>	<b>63</b>	<b>11</b>

**E. Continuum of Care Narrative**

The Volusia/Flagler County Coalition for the Homeless (The Coalition) has the primary responsibility for providing leadership in the Continuum of Care planning process to



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identify homeless and homeless prevention priorities for the Flagler-Volusia County area. As the lead agency, the Coalition has the following responsibilities:

- Apply For, Administer and Coordinate CoC, and Basic Needs Funds,
- Operate the Homeless Information Management System (HMIS) Database,
- Meet Federal and State CoC Requirements,
- Lead and CoC Planning Process,
- Educated the Community, and
- Advocate for the Homeless

As stated in the Consolidated Plan, the City recognizes the conclusions and recommendations provided in the Coalition’s report titled: **Come Home: A Roadmap to End Homelessness in Volusia and Flagler Counties**. This document which serves as a roadmap to ending homelessness in the Volusia-Flagler County areas establishes goals and outcomes as a “means to effect change and end homelessness”.

It is the City’s strategy to identify actions to complement the allocation priorities established within the Coalition’s report. The City’s plan to address homeless needs through other priorities is necessitated by recognition of the following: limited funds are available to the City through the CDBG program to address all the needs in the City, the City’s limited capacity to provide social services, however, the City recognizes that there are local agencies and services available, which will be used as a resource to address homeless needs, and finally, a recognition that there are limited homeless persons in the City and that the most effective way to address homelessness in the City is to assist households from becoming homeless.

Prevention or assisting households from becoming homeless is consistent with strategies and programs addressed in this Consolidated Action Plan such as funding to assist low-moderate income households with home repair, expanding public services such as the City’s existing business counseling program to promote the creation of employment opportunities (especially microenterprises), and providing for public facilities and infrastructure that assists whole neighborhoods to maintain a desirability and livability condition that encourages additional new investment from the community.

## **F. Other Actions**

### **State Housing Initiatives Partnership**

In addition to CDBG funds, the City has a joint housing program with Flagler County to administer and manage the State Housing Initiatives Partnership (SHIP) program funds. Based on the 2016/17 interim report, the SHIP program provided assistance to 40 households totaling \$318,007.08. A majority of the households, 30, received assistance for disaster repair/mitigation for an average amount of about \$3,100.



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In addition to the expended amount, an additional \$196,198.67 have been encumbered to assist 22 additional households. The SHIP funds are used for the following activities: purchase assistance, housing rehabilitation, and disaster repair/mitigation.

## **G. Leveraging Resources and Resources Made Available**

### **City In-Kind Services**

The City's main strategy in leveraging available CDBG funding is to provide in-kind services or the use of in-house staff to complete project tasks. City staff will typically complete planning, design, and construction services as part of an infrastructure project. Consistent with previous City activities, the Construction Management and Engineering Services Division will continue designing the final phase of the Seminole Woods Multi-use Path, as well as complete the permitting process. Additionally, the City's Senior Environmental Planner coordinates the completion of the environmental review and the necessary environmental permitting for the Seminole Woods multi-use path. The construction of the Seminole Woods Multi-use Path will be carried out by the City's Public Works Dept.

The housing program is administered and managed by the Community Development Department with the assistance of a consulting firm, Guardian Community Resources Management.

Along with administering the housing program, the Community Development Department completes the necessary planning documents for the CDBG program including: the Consolidated Action Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and the Citizens Participation Plan as well as any updates to the documents named above.

The City's strategy to use in-house talent to complete tasks related to the CDBG program allows the CDBG dollars to be used directly for the delivery of projects and stretches the availability of CDBG dollars to the community.

## **H. Citizen Comments**

The CAPER was available for public comment for 15 days from November 16, 2017 to November 30, 2017. No comments were received.

## **I. Self-Evaluation**

For FFY 2016 the City continues to make significant progress on the completion of the Seminole Woods neighborhood multi-purpose path. In addition to the infrastructure activities, the City's summer camp program continues to benefit low-moderate income students and showed a significant increase in participation this past year. Finally, the housing rehabilitation program will continue to be available for qualified home owners.



As previously stated, the Citizens Advisory Task Force (CATF), discussed at the public hearing a need to expand housing rehabilitation activities and allocate more CDBG funds for such activities. It is anticipated that with the completion of the Seminole Woods Multi-use Path project in the coming year, more funds will potentially be available for housing activities.

## Narrative Statement on CDBG Entitlement Program Funds

### A. Relationship of Expenditures to Priority Needs

CDBG entitlement communities are required annually to prepare a narrative statement addressing how CDBG funds were used to address the goals, strategies, and priorities, identified in the Consolidated Plan.

In FFY 2016, the City received CDBG Entitlement Funds in the amount of \$474,932. The available funds were distributed for various qualified CDBG activities as follows:

Activity	CDBG Budget Amount
Owner-Occupied Housing Rehabilitation Assistance	\$164,932
Infrastructure (Seminole Woods Multi Use Path)	\$250,000
Public Service – Recreational Scholarships (<15%)	\$35,000
Planning and Administration (<20%)	\$25,000
<b>TOTAL</b>	<b>\$474,932</b>

Consistent with CDBG program rules, the City allocated less than fifteen percent (15%) of the CDBG allocation on public services and less than twenty percent (20%) for planning and administrative activities.

According to the Integrated Disbursement and Information System (IDIS) PR26 Financial Summary Report, City of Palm Coast used \$319,445.94 of CDBG funds on activities that directly benefit low-moderate income area and low-moderate income households. Again, these activities assisted in the rehabilitation of 11 owner-occupied single-family homes, and 28 low-moderate income students to attend the City’s summer camp programs. In FFY 2016, the Flagler County Free Clinic provided medical care to an additional 63 persons with the use of CDBG funds.

As stated in the City’s Consolidated Action Plan, Priority #1 is to *provide for neighborhood stabilization, revitalization, and redevelopment through investment of capital projects such as sidewalks, parks, or other infrastructure*, and to meet the demands of the City’s changing demographics by expanding access to public services such as recreational programs and medical care.

### B. Extent of Low- and Moderate-Income Benefit





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As previously stated CDBG funds totaling \$319,445.94 were expended in FFY 2016 to benefit low-moderate income areas and low-moderate income households.

### **C. Amendments and Other Program Changes**

In FFY 2016, the City completed an Analysis of Impediments to Fair Housing (AI) Study. The findings of the study were crucial in the providing data and analysis for the recently completed 5-year Consolidated Action Plan for FFY 2017-2021.

### **D. Completion of Planned Actions**

The City intends to move forward with the final phases of the Seminole Woods Multi-Use path project. The City also intends to accept applications for the owner-occupied housing rehabilitation program. Finally, the City will offer stipends for the summer camp program.

### **E. Funds Not Used Exclusively for CDBG National Objectives**

All CDBG funds were allocated to activities and projects that addressed one or more of the CDBG national objectives.

### **F. Activities That Involve Acquisition, Rehabilitation, or Demolition of Occupied Real Property.**

The City did not undertake any activities that displaced households, businesses, farms, or nonprofit organizations.

### **G. Economic Development Activities Undertaken Where Jobs Were Made Available to Low- or Moderate- Income Persons But Were Not Taken By Them.**

The City did not undertake any activities that created jobs intended for low- or moderate income persons.

### **H. Activities which serve a limited clientele not falling within one of the categories of presumed limited clientele.**

The City's housing activity and public service activity (Summer Camp stipends) serve a limited clientele of City of Palm Coast residents who meet the low-moderate income threshold for CDBG programs.

### **I. Activities that Generated Program Income to Revolving Funds.**

The City did not undertake any activities that generated program income to revolving funds.

### **J. Rehabilitation Programs and Accomplishments**

\$264,082 of CDBG funds were used to assist 11 households complete rehabilitation work on owner-occupied single family homes.





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## **K. Neighborhood Revitalization Strategy Area**

The City of Palm Coast CDBG program does not have an identified Neighborhood Revitalization Strategy Area.



**IDIS REPORTS**

**&**

**PUBLIC NOTICES**



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**PGM Year:** 2014  
**Project:** 0001 - Infrastructure Improvement  
**IDIS Activity:** 12 - Seminole Woods Multi-Use Path Project

**Status:** Open  
**Location:** 10000 Seminole Woods Blvd. Palm Coast, FL 32164

**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Sidewalks (03L) **National Objective:** LMA

**Initial Funding Date:** 05/29/2015

**Description:**

This is a multi-phase activity to construct sidewalkmulti-use path in the Seminole Woods Neighborhood.  
 At completion, the project will add a total of 8.3 miles of sidewalkmulti-use paths in the neighborhood.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$250,000.00	\$0.00	\$0.00
		2013	B13MC120060		\$0.00	\$218,788.42
<b>Total</b>	<b>Total</b>			<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$218,788.42</b>

**Proposed Accomplishments**

People (General) : 1,000  
 Total Population in Service Area: 5,550  
 Census Tract Percent Low / Mod: 56.94

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



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**PGM Year:** 2014  
**Project:** 0004 - General Program Administration  
**IDIS Activity:** 14 - Program Administration and Monitoring

**Status:** Completed 3/31/2017 12:00:00 AM  
**Location:** ,

**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Initial Funding Date:** 05/29/2015

**Description:**

Funds will be used for program activities such as advertisements for public notices, training, & monitoring of CDBG activities.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$41,732.20	\$0.00	\$0.00
		2014	B14MC120060		\$5,139.23	\$41,732.20
<b>Total</b>	<b>Total</b>			<b>\$41,732.20</b>	<b>\$5,139.23</b>	<b>\$41,732.20</b>

**Proposed Accomplishments**

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:					0			



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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



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**PGM Year:** 2014  
**Project:** 0003 - Housing Rehabilitation  
**IDIS Activity:** 19 - Housing Rehabilitation

**Status:** Completed 3/29/2017 12:00:00 AM  
**Location:** Address Suppressed

**Objective:** Provide decent affordable housing  
**Outcome:** Sustainability  
**Matrix Code:** Rehab; Single-Unit Residential (14A)      **National Objective:** LMH

**Initial Funding Date:** 09/13/2016

**Description:**  
 Provide financial assistance to income qualified households for home repair.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$133,101.00	\$0.00	\$0.00
		2014	B14MC120060		\$117,936.25	\$133,101.00
<b>Total</b>	<b>Total</b>			<b>\$133,101.00</b>	<b>\$117,936.25</b>	<b>\$133,101.00</b>

**Proposed Accomplishments**

Housing Units : 3

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	6	0	0	0	6	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			



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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	2	0	2	0
Moderate	4	0	4	0
Non Low Moderate	0	0	0	0
Total	6	0	6	0
Percent Low/Mod	100.0%		100.0%	

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2016	CDBG funds were used for the rehabilitation of owner-occupied units for low-moderate income households.	



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**PGM Year:** 2014  
**Project:** 0004 - General Program Administration  
**IDIS Activity:** 20 - Completion of Assessment of Fair Housing Study

**Status:** Completed 3/31/2017 12:00:00 AM  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** Planning (20) **National Objective:**

**Initial Funding Date:** 09/13/2016

**Description:**  
 Completion of Assessment of Fair Housing Study to meet new federal guidelines.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$21,999.73	\$0.00	\$0.00
		2014	B14MC120060		\$21,999.73	\$21,999.73
<b>Total</b>	<b>Total</b>			<b>\$21,999.73</b>	<b>\$21,999.73</b>	<b>\$21,999.73</b>

**Proposed Accomplishments**

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:					0			





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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



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**PGM Year:** 2015  
**Project:** 0002 - Housing Rehabilitation  
**IDIS Activity:** 21 - Housing Rehabilitation

**Status:** Open  
**Location:** Address Suppressed

**Objective:** Provide decent affordable housing  
**Outcome:** Availability/accessibility  
**Matrix Code:** Rehab; Single-Unit Residential (14A)      **National Objective:** LMH

**Initial Funding Date:** 03/31/2017

**Description:**  
 Rehabilitation of owner-occupied housing units for qualified low-moderate income.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC120060	\$153,979.00	\$146,145.75	\$146,145.75
<b>Total</b>	<b>Total</b>			<b>\$153,979.00</b>	<b>\$146,145.75</b>	<b>\$146,145.75</b>

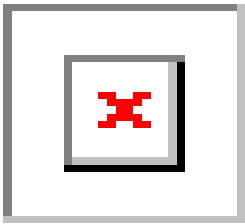
**Proposed Accomplishments**

Housing Units : 4

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	5	0	0	0	5	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			



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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	2	0	2	0
Low Mod	3	0	3	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	5	0	5	0
Percent Low/Mod	100.0%		100.0%	

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
2016	Rehabilitation of owner-occupied single family housing units.	



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**PGM Year:** 2015  
**Project:** 0003 - General Planning/Program Administration/Monitoring  
**IDIS Activity:** 22 - General Program Administration

**Status:** Open  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Initial Funding Date:** 03/31/2017

**Description:**  
 General planning and administration of program activities including monitoring activities

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC120060	\$25,000.00	\$25,000.00	\$25,000.00
<b>Total</b>	<b>Total</b>			<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>

**Proposed Accomplishments**

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:					0			

*Income Category:*

**Owner    Renter    Total            Person**



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Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



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**PGM Year:** 2016  
**Project:** 0001 - Public Service Assistance  
**IDIS Activity:** 24 - City Summer Camp Program

**Status:** Completed 8/4/2017 12:00:00 AM  
**Location:** Address Suppressed

**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Youth Services (05D)

**National Objective:** LMC

**Initial Funding Date:** 06/28/2017

**Description:**

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC120060	\$10,000.00	\$10,000.00	\$10,000.00
<b>Total</b>	<b>Total</b>			<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

**Proposed Accomplishments**

People (General) : 15

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	15	7
Black/African American:	0	0	0	0	0	0	7	1
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	5	3
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>11</b>
Female-headed Households:	0		0		0			



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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	15
Low Mod	0	0	0	10
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	28
Percent Low/Mod				100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
--------------	---------------------------------	---------------------

2016



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**PGM Year:** 2016  
**Project:** 0002 - Program Planning, Administration, & Monitoring  
**IDIS Activity:** 25 - Housing Program Administration & Monitoring  
**Status:** Open      **Objective:** Create suitable living environments  
**Location:** Address Suppressed      **Outcome:** Sustainability  
    **Matrix Code:** Rehabilitation Administration (14H)      **National Objective:** LMH

**Initial Funding Date:** 06/28/2017

**Description:**  
 Administration & Monitoring of housing rehabilitation program

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC120060	\$25,000.00	\$20,363.94	\$20,363.94
<b>Total</b>	<b>Total</b>			<b>\$25,000.00</b>	<b>\$20,363.94</b>	<b>\$20,363.94</b>

**Proposed Accomplishments**

Housing Units : 4

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			





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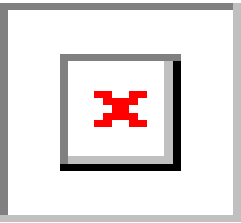
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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2016  
 PALM COAST

Date: 13-Nov-2017  
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**PGM Year:** 2016  
**Project:** 0001 - Public Service Assistance  
**IDIS Activity:** 26 - Public Service-Flagler County Free Clinic

**Status:** Open  
**Location:** Address Suppressed  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Health Services (05M) **National Objective:** LMC

**Initial Funding Date:** 06/28/2017

**Description:**  
 The Flagler County Free Clinic provides primary care to uninsured, economically-challenged residents of Flagler County.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC120060	\$25,000.00	\$25,000.00	\$25,000.00
<b>Total</b>	<b>Total</b>			<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>

**Proposed Accomplishments**

People (General) : 1,200

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	52	3
Black/African American:	0	0	0	0	0	0	11	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>3</b>
Female-headed Households:	0		0		0			



U.S. Department of Housing and Urban Development  
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CDBG Activity Summary Report (GPR) for Program Year 2016  
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*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	63
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	63
Percent Low/Mod				100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
2016	CDBG funding to the Flagler County Free Clinic will provide health and dental care to qualified persons. These persons have income which are 200% below the poverty line.	



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Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2016  
PALM COAST

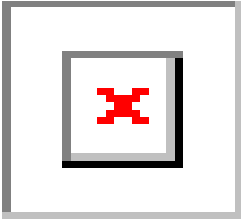
Date: 13-Nov-2017

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<b>Total Funded Amount:</b>	<b>\$685,811.93</b>
<b>Total Drawn Thru Program Year:</b>	<b>\$642,131.04</b>
<b>Total Drawn In Program Year:</b>	<b>\$371,584.90</b>



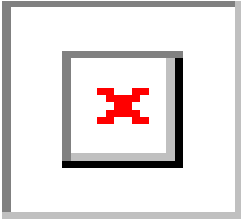
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
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CDBG Summary of Accomplishments  
Program Year: 2016

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PALM COAST

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	1	\$146,145.75	1	\$117,936.25	2	\$264,082.00
	Rehabilitation Administration (14H)	1	\$20,363.94	0	\$0.00	1	\$20,363.94
	Total Housing	2	\$166,509.69	1	\$117,936.25	3	\$284,445.94
Public Facilities and Improvements	Sidewalks (03L)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Public Facilities and Improvements	1	\$0.00	0	\$0.00	1	\$0.00
Public Services	Youth Services (05D)	0	\$0.00	1	\$10,000.00	1	\$10,000.00
	Health Services (05M)	1	\$25,000.00	0	\$0.00	1	\$25,000.00
	Total Public Services	1	\$25,000.00	1	\$10,000.00	2	\$35,000.00
General Administration and Planning	Planning (20)	0	\$0.00	1	\$21,999.73	1	\$21,999.73
	General Program Administration (21A)	1	\$25,000.00	1	\$5,139.23	2	\$30,139.23
	Total General Administration and Planning	1	\$25,000.00	2	\$27,138.96	3	\$52,138.96
Grand Total		5	\$216,509.69	4	\$155,075.21	9	\$371,584.90



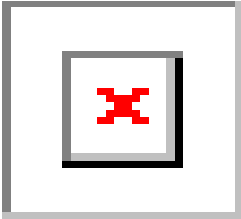
U.S. Department of Housing and Urban Development  
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CDBG Summary of Accomplishments  
Program Year: 2016

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PALM COAST

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

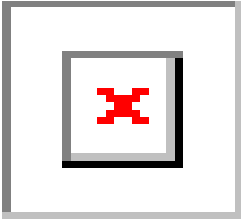
Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	5	6	11
	Rehabilitation Administration (14H)	Housing Units	0	0	0
	Total Housing		5	6	11
Public Facilities and Improvements	Sidewalks (03L)	Persons	0	0	0
	Total Public Facilities and Improvements		0	0	0
Public Services	Youth Services (05D)	Persons	0	28	28
	Health Services (05M)	Persons	63	0	63
	Total Public Services		63	28	91
Grand Total			68	34	102



PALM COAST

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Hispanic			
		Total Persons	Persons Total Households	Total Hispanic Households	
Housing	White	0	0	11	0
	Total Housing	0	0	11	0
Non Housing	White	67	10	0	0
	Black/African American	18	1	0	0
	Black/African American & White	5	3	0	0
	Other multi-racial	1	0	0	0
	Total Non Housing	91	14	0	0
Grand Total	White	67	10	11	0
	Black/African American	18	1	0	0
	Black/African American & White	5	3	0	0
	Other multi-racial	1	0	0	0
	Total Grand Total	91	14	11	0

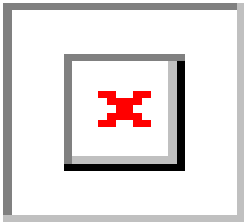


PALM COAST

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	2	0	0
	Low (>30% and <=50%)	5	0	0
	Mod (>50% and <=80%)	4	0	0
	Total Low-Mod	11	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries		11	0
Non Housing	Extremely Low (<=30%)	0	0	78
	Low (>30% and <=50%)	0	0	10
	Mod (>50% and <=80%)	0	0	3
	Total Low-Mod	0	0	91
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries		0	0





Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2016  
PALM COAST , FL

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TIME: 10:23  
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PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	608,301.12
02 ENTITLEMENT GRANT	474,932.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,083,233.12
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	319,445.94
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	319,445.94
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	52,138.96
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	371,584.90
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	711,648.22
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	319,445.94
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	319,445.94
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	35,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	35,000.00
32 ENTITLEMENT GRANT	474,932.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	474,932.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	7.37%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	52,138.96
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	52,138.96
42 ENTITLEMENT GRANT	474,932.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	474,932.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	10.98%



# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department</b>	PLANNING	<b>Amount</b>	
<b>Item Key</b>		<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	RESOLUTION 2017-XX APPROVING AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL		
<b>Background:</b>	<p>In June 2017, City staff submitted eight grant applications to Florida Division of Emergency Management (FDEM) for 32 generators associated with City Hall, Community Center, 15 PEP stations and 15 Lift stations through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). Prior to application, the referenced projects were integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in April 2017. The LMS working group approved 19 prioritized projects across the County for funding under Hurricane Matthew. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding.</p> <p>With the exception of the Community Center, all City of Palm Coast applications are advancing to the Federal Emergency Management Agency (FEMA) for further processing and consideration. The Community Center did not meet project criteria during FDEM's review based on the benefit cost analysis and function. The City Hall serves as a critical facility during disasters and provides emergency operations.</p> <p>The City of Palm Coast received the Federally-funded Subaward and Grant Agreement for the City Hall generator on December 11, 2017. The Federal Award Date is November 13, 2017 with a performance start and end date of "upon execution thru November 30, 2019". FDEM serves as a Sub-Recipient, "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program", and will be managing contract compliance on behalf of FEMA.</p> <p>The City Hall Generator cost share is 75% federal and 25% local. The budget is provided below.</p> <p>Project Cost: \$365,755.00 (100%)  Federal Share: \$274,316.00 (75%)  Local Share: \$91,439.00 (25%)</p> <p>The City's share has been budgeted for this fiscal year through the Capital Projects Fund for \$285,000.</p>		
<b>Recommended Action:</b>	Adopt Resolution 2017-xx approving the Agreement between the City of Palm Coast and Florida Division of Emergency Management for the purchase and installation of a generator at City Hall.		



**RESOLUTION 2017 - \_\_\_\_**  
**HAZARD MITIGATION GRANT PROGRAM**  
**CITY HALL GENERATOR**  
**AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THROUGH ENTITY TO THE FEDERAL EMERGENCY MANGEMENT AGENCY FOR A GENERATOR TO SERVICE CITY HALL; PROVIDING AN EFFECTIVE DATE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Flagler County and the State of Florida were directly impacted by Hurricane Matthew which resulted in a Presidential Disaster Declaration and availability of Hazard Mitigation Grant Program (HMGP) funding; and

**WHEREAS**, to qualify for HMGP funding, a project shall conform to the funding priorities for the disaster, as established in the appropriate Local Mitigation Strategy (LMS) Workgroup; and.

**WHEREAS**, the City of Palm Coast has actively participated as a LMS Workgroup stakeholder and has ensured that mitigation projects associated with weather and man-made hazards are incorporated into the LMS Plan; and

**WHEREAS**, the City of Palm Coast and other community stakeholders ranked LMS project priorities in April 2017 which included the a generator for City Hall, a critical facility for pre- and post-disaster operations; and

**WHEREAS**, the City Hall generator was awarded on November 13, 2017 for a federal share obligation of \$274,316.00 (75% of the generator cost).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the FEMA Agreement Number H0023 for Project Number 4286-24-R for the City Hall generator, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – Federally-Funded Subaward and Grant Agreement

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.

Agreement Number: H0023  
Project Number: 4283-24-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name:	<u>City of Palm Coast</u>
Sub-Recipient's unique entity identifier:	<u>F59-3614294</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283-FL</u>
Federal Award Date:	<u>November 13, 2017</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru November 30, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$274,316.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$274,316.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$274,316.00</u>
Federal award project description (see FFATA):	<u>City of Palm Coast - Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Velma.noel@em.myflorida.com">Velma.noel@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subaward these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.



vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Velma Noel, Project Manager  
Bureau of Mitigation  
Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809-5631  
Telephone: (850) 815-4571  
Email: [velma.noel@em.myflorida.com](mailto:velma.noel@em.myflorida.com)

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Susan Knopf, Project Coordinator  
160 Lake Avenue  
Palm Coast Florida  
Telephone: (386) 986-2463  
Fax: (386) 986-2590  
Email: [sknopf@palmcoastgov.com](mailto:sknopf@palmcoastgov.com)

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on November 30, 2019, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$274,316.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and

promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. the Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

#### (11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.



(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### (19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant



or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### (28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract 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 under working 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.

#### (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** City of Palm Coast

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID#: 59-3614294

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Wesley Maul, Interim Director

Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

**Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant**  
**Catalog of Federal Domestic Assistance Number: 97.039**  
**Amount of Federal Funding: \$ 274,316.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

### Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

**Federal Program:**

***List applicable compliance requirements as follows:***

1. **Sub-Recipient is to use funding to perform the following eligible activities:**
  - **Other projects that reduce future disaster losses**
2. **Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

*NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.*



**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide electric power during and immediately after a storm event to the City Hall in Palm Coast, Flagler County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-24-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a HMGP project, the Sub-Recipient shall purchase and install an emergency generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164.

The proposed project includes a 750 kW generator that shall be installed on a concrete pad to provide the City Hall with electric power during and immediately after a storm event. Avoiding outages to this facility shall allow the call center to expand and shall stage employees to manage documentation and to assist citizens that could provide essential information of affected infrastructure allowing City staff to respond.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

**TASKS & DELIVERABLES:**

**A) Tasks**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of emergency generator products in accordance with the HMGP application, associated documentation as presented to the Division by the Sub-Recipient, and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Certified Letter of Completion, as applicable –
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certify Compliance with all applicable codes.
  - e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - f) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this Agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments

were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

The Division in coordination with the Sub-Recipient, if applicable, shall conduct review and approval of any third party in-kind services. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this Agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables**

Mitigation Activities consist of installing a 750 kW generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, that shall provide electric power during and after a storm event.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes; as applicable.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. The Division and FEMA shall approve a change in the scope of work *in advance regardless of the budget implications*.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) Project approval is with the condition that the tasks, deliverables, and conditions accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP4283-24-R**, funded under FEMA-4283-DR-FL.

The project was awarded by FEMA November 13, 2017, and the Period of Performance for this project shall end on **November 30, 2019**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK:**

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
Final Inspection/Closeout:	3	Months
<b>Total Period of Performance:</b>	<b>24</b>	<b>Months</b>

**BUDGET:**

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Materials:	\$209,330.00	\$156,998.00	\$52,332.00
Labor :	\$143,250.00	\$107,437.00	\$35,812.00
Fees:	\$13,175.00	\$9,881.00	\$3,294.00
<b>Total:</b>	<b>\$365,755.00</b>	<b>274,316.00</b>	<b>91,439.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

Federal Share:	\$274,316.00	(75%)
Local Share:	\$91,439.00	(25%)
<b>Total Project Cost:**</b>	<b>\$365,755.00</b>	<b>(100%)</b>

## **Attachment B**

### **Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes



- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with 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 (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT NAME: City of Palm Coast

REMIT ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT #: \_\_\_\_\_ CONTRACT #: H0023

FEMA TRACKING #: 4283-24-R INVOICE PERIOD: \_\_\_\_\_ to \_\_\_\_\_

Eligible Amount 100%	Obligated Federal 75%	Obligated Non-Federal 25%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	
		DATE _____



**Attachment D  
(Continued)**

**DIVISION OF EMERGENCY MANAGEMENT**

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Palm Coast DISASTER #: 4283

CONTRACT #: H0023 FEMA TRACKING #: 4283-24-R

Sub-Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	<u>DOCUMENTATION</u> List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Sub-Recipient's Eligible Costs 100%
<b>TOTAL:</b>			

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Palm Coast

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for the First Three Months of Contract</b>
For Example <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration)	
For Example <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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Attachment F

**DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM**

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SUB-RECIPIENT City of Palm Coast PROJECT #: 4283-24-R  
PROJECT TYPE: Generator Project CONTRACT#: H0023  
DISASTER NUMBER: 4283 QUARTER ENDING: \_\_\_\_\_

---

Provide amount of advance funds disbursed for period (if applicable): \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-June 20 \$ \_\_\_\_\_  
July-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-June 20 \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspector's): \_\_\_\_\_ %

Project Proceeding on Schedule:  Yes  No

Describe milestones achieved during this quarter:

---

Provide a schedule for the remainder of work to project completion:

---

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

---

Cost Status: :  Cost Unchanged  Under Budget  Over Budget

Additional Comments/Elaboration:

---

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

## Attachment G

### Warranties and Representations

#### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is 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 Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

\_\_\_\_\_

**City of Palm Coast**  
Sub-Recipient's Name

\_\_\_\_\_

**H0023**  
DEM Contract Number

\_\_\_\_\_

**4283-24-R**  
FEMA Project Number

**Attachment I**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
INSTRUCTIONS AND WORKSHEET**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4283-24-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$274,316.00

OBLIGATION/ACTION DATE: November 13, 2017

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 174541107

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a HMGP project, the Sub-Recipient shall purchase and install an emergency generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164.

The proposed project includes a 750 kW generator that shall be installed on a concrete pad to provide the City Hall with electric power during and immediately after a storm event. Avoiding outages to this facility shall allow the call center to expand and shall stage employees to manage documentation and to assist citizens that could provide essential information of affected infrastructure allowing City staff to respond.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual

gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes  No

**If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.**

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes  No

**If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank</b> (Highest to Lowest)	<b>Name</b> (Last, First, MI)	<b>Title</b>	<b>Total Compensation</b> <b>for Most Recently</b> <b>Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

**OMB Guidance**

**Pt. 200, App. II**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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 under working 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) 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).

(H) 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).

(I) 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 governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) 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.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department Item Key</b>	PLANNING	<b>Amount Account #</b>
<b>Subject</b>	RESOLUTION 2017-XX APPROVING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)	
<b>Background:</b> <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item. Final legal review has been completed and the final MOA has been attached.  <b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> As part of a Landscape Betterment Plan proposed by Discount Tire for their proposed building on the Home Depot subdivision site, landscape and irrigation work will need to be installed in the Florida Department of Transportation (FDOT) right-of-way. The City will install and the developer will pay for the landscaping. The Betterment plan allows the proposed site perimeter landscape buffer along the FDOT fence on the south side of the property to be reduced from the standard 25' width to 10'. The remaining buffer with shrubs and trees will be provided for in the right-of-way adjacent to the site at the northwest quadrant of the I-95/ Palm Coast Parkway interchange.  The plans were completed by the developer and the City needs to submit those plans with a Landscape Construction and Maintenance Memorandum of Agreement (MOA) to the FDOT. The final MOA with FDOT for this project is in final legal review and will be provided at the business meeting. A resolution is also required from the City for this MOA. The City will then go out for quotes for the work and once the successful business's quote is accepted, a 10% administrative cost will be added to the construction cost to cover staff office time and site inspections during the construction process. Discount Tire will issue a check to the City for this amount before any work will commence.		
<b>Recommended Action :</b> Adopt Resolution 2017-XX approving a Landscape Construction and Maintenance Memorandum of Agreement with Florida Department of Transportation (FDOT)		

**RESOLUTION 2017-\_\_\_\_\_**  
**FDOT LANDSCAPING AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING SERVICES TO DISCOUNT TIRE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECORD THE FDOT LANDSCAPE AGREEMENT IN AN APPROVED FORM; PROVIDING FOR EXECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 16, 2017, the Planning and Land Development Regulation Board conditionally approved an Alternative Landscape Betterment Plan for a proposed Discount Tire; and

**WHEREAS**, Discount Tire’s required landscaping is being planted adjacent to the site and within the FDOT rights-of-way at the northwest quadrant of Palm Coast Parkway and Interstate 95; and

**WHEREAS**, in late November 2017, FDOT reviewed and approved the Discount Tire landscape and irrigation plan located within the FDOT rights-of-way at the northwest quadrant of Palm Coast Parkway and Interstate 95; and

**WHEREAS**, FDOT is requiring a Landscape Construction and Maintenance Memorandum of Agreement with the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. FINDINGS OF THE CITY COUNCIL.**

(a). The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Resolution the City Council agenda memorandum and packet relating to the

application relating to the proposed FDOT Landscape Agreement. The exhibit to this Resolution is incorporated herein as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing this Resolution and the FDOT Landscape Agreement.

(d). This Resolution and the approval of the FDOT Landscape Agreement are consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

**SECTION 2. APPROVAL OF FDOT LANDSCAPE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the FDOT Landscape Agreement, as set forth in Exhibit “A” to this Resolution.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The FDOT Landscape Agreement shall be executed by the Mayor and the City Clerk, subsequent to execution by FDOT, shall record the document in the Official Records of Flagler County (Land Records) in accordance with the provisions of State Law.

**SECTION 4. COPY PROVIDED TO FDOT:** Upon full execution and recording of the FDOT Landscape Agreement, a copy of same shall be furnished to the FDOT by the City Manager, or designee.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. SEVERABILITY.** If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this the 19th day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.

Attachment: Exhibit "A" Landscape Construction and Maintenance Memorandum Agreement

**LANDSCAPE CONSTRUCTION  
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

REV. 07/07/17

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the “**DEPARTMENT**” and the City of Palm Coast, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the “**LOCAL GOVERNMENT.**”

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over and maintains State Road 9 (I-95) as part of the State Highway System; and

**WHEREAS**, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 9; and

**WHEREAS**, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

**WHEREAS**, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the **LOCAL GOVERNMENT**, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and attached hereto as Exhibit “A,” has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit “B.” Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.
2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit “C.” Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT’s** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above named functions to be performed by the **LOCAL GOVERNMENT** shall



be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.
4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
  - (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.
  - (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or
  - (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days

notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees.”

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department’s Orlando Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.
9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
  - (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
  - (b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
  - (c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the **DEPARTMENT** as a result of this Agreement.
  - (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
  - (e) Nothing herein shall be construed as a waiver of either party’s sovereign immunity.
  - (f) **LOCAL GOVERNMENT:**

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
  - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.
12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.
13. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

*[The remainder of this page intentionally left blank]*

15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**City of Palm Coast  
(LOCAL GOVERNMENT)**

**By:** \_\_\_\_\_  
Milissa Holland, Mayor

**Attest:** \_\_\_\_\_ (SEAL)  
Virginia A. Smith, City Clerk

\_\_\_\_\_  
Legal Approval

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**By:** \_\_\_\_\_  
**Alan E. Hyman**  
**Director of Transportation Operations**

**Attest:** \_\_\_\_\_ (SEAL)  
**Norma Mejias**  
**Executive Secretary**

\_\_\_\_\_  
Legal Approval



**TREE CHART**

124 - 6" OAK	867 - 5" PINE	494 - 10" PALM	1025 - 10" OAK
125 - 8" OAK	868 - 5" MAPLE	1000 - 12" PALM	1026 - 7" OAK
147 - 12" OAK	869 - 5" MAPLE	1001 - 8" PALM	1030 - 3" CYPRESS
144 - 24" OAK	870 - 15" OAK	1002 - 10" PALM	1031 - 3" CYPRESS
154 - 11" OAK	871 - 6" OAK	1003 - 12" PALM	1032 - 8" MAGNOLIA
156 - 11" OAK	872 - 15" OAK	1004 - 12" PALM	1033 - 3" CYPRESS
157 - 11" OAK	873 - 8" PINE	1005 - 2" PALM	1034 - 8" OAK
160 - 8" OAK	874 - 8" PINE	1006 - 8" PALM	1035 - 10" OAK
161 - 8" OAK	875 - 8" PINE	1007 - 8" PALM	1036 - 15" OAK
162 - 14" OAK	876 - 7" PINE	1008 - 8" PALM	1037 - 18" OAK
164 - 40" OAK	877 - 8" OAK	1009 - 10" PALM	1038 - 3" CYPRESS
175 - 10" OAK	878 - 12" OAK	1010 - 2-8" MAGNOLIA	1039 - 3" CYPRESS
187 - 7" MAPLE	881 - 6" MAPLE	1011 - 4-6" OAK	1040 - 3" CYPRESS
188 - 6" MAPLE	882 - 6" MAPLE	1012 - 24" OAK	1041 - 10" PALM
214 - 12" MAPLE	883 - 6" MAPLE	1013 - 8" PALM	1042 - 12" PALM
220 - 15" MAPLE	884 - 7" PINE	1014 - 11" PALM	1043 - 12" PALM
221 - 8" PINE	885 - 11" OAK	1015 - 14" OAK	1044 - 12" PINE
222 - 20" OAK	886 - 11" OAK	1016 - 20" OAK	1045 - 6" OAK
223 - 10" OAK	887 - 12" OAK	1017 - 15" OAK	1046 - 5" OAK
226 - 10" OAK	888 - 12" OAK	1018 - 15" OAK	1047 - 40" OAK
227 - 12" OAK	889 - 3" OAK	1019 - 15" OAK	3258 - 7" OAK
230 - 8" OAK	890 - 8" PALM	1020 - 20" OAK	3259 - 8" OAK
243 - 6" OAK	891 - 8" PALM	1021 - 15" OAK	3260 - 2-10" OAK
244 - 6" OAK	892 - 8" PALM	1022 - 10" OAK	3261 - 6" PINE
245 - 6" OAK	893 - 8" PALM	1023 - 10" OAK	3264 - 8" OAK
246 - 6" MAPLE	894 - 10" PALM	1024 - 16" OAK	
		1025 - 10" OAK	

**NOTE:**

- ALL MATERIALS REMOVED FROM SITE TO BE DISPOSED OF PROPERLY OFF SITE.
- ROOT PRUNING WILL BE REQUIRED PRIOR TO EXCAVATION AND GRADING FOR PAVEMENT EDGES WITHIN THE TREE PROTECTION ZONE (1" OF HORIZONTAL DISTANCE FOR EVERY 1" OF TRUNK DIAMETER).

**KEY:**

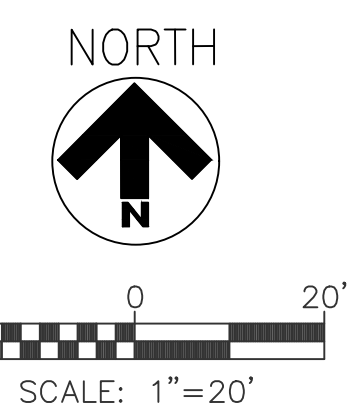
- PROTECTED TREE TO REMAIN WITH MITIGATION REQUIREMENTS. SEE TREE PROTECTION BARRIER DETAIL THIS SHEET.
- PROTECTED TREE TO BE REMOVED WITH MITIGATION REQUIREMENTS.
- PROTECTED TREE TO BE REMOVED WITH NO MITIGATION REQUIREMENTS.

**MITIGATION AT 70% OF TREE DIAMETER REMOVED**

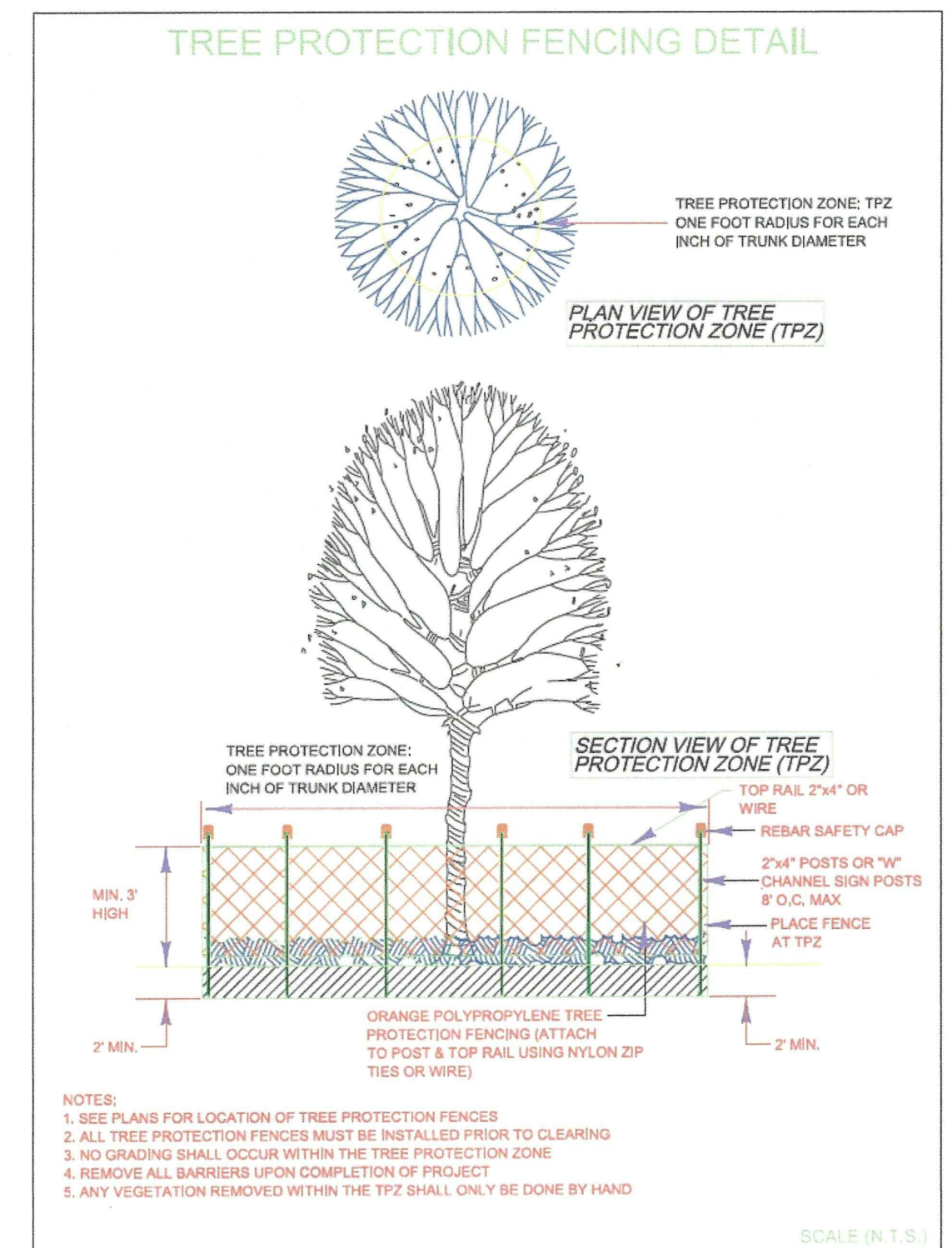
149 - 24" OAK  
 154 - 11" OAK  
 157 - 11" OAK  
 162 - 14" OAK  
 175 - 10" OAK  
 222 - 20" OAK  
 237 - 8" OAK  
 238 - 8" OAK  
 242 - 6" OAK  
 244 - 8" OAK  
 340 - 6" MAPLE  
 870 - 15" OAK  
 872 - 15" OAK  
 884 - 7" PINE  
 3264 - 8" OAK  
 TOTAL = 171"

TOTAL INCHES REQUIRED AT 70% MITIGATION = 94.5"  
 PROVIDED:  
 (6) PLANTED OAK @ 3.5" = 21"  
 (1) PRESERVED OAK @ 2-10" = 10"  
 (1) PRESERVED OAK @ 7" = 7"  
 (3) PRESERVED MAPLE @ 6" = 18"  
 (2) PRESERVED OAK @ 8" = 16"  
 (1) PRESERVED OAK @ 40" = 40"  
 (1) PRESERVED OAK @ 12" = 12"  
 (1) PRESERVED PINE @ 6" = 6"  
 (5) PLANTED MAPLE @ 4.5" = 22.5"  
 (12) PLANTED PALM @ 6" = 72"  
 (1) PLANTED CYPRESS @ 12" = 12"  
 TOTAL = 236.5"

75% SPECIMEN TREES TO REMAIN =  
 20" (Oak) + 24" (Oak) = 44" x 75% = 33" - 12" (Planted Cypress) = 21"

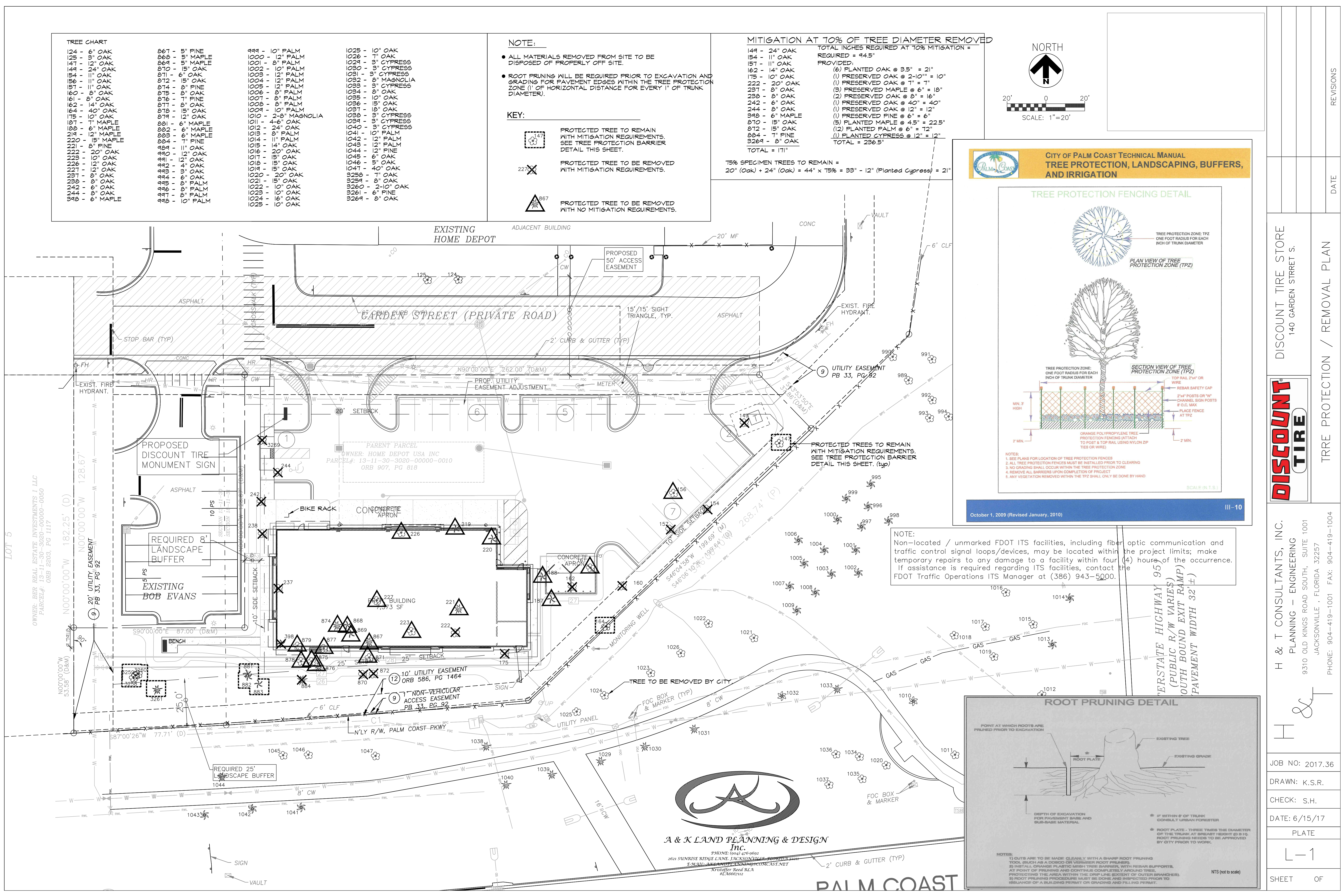
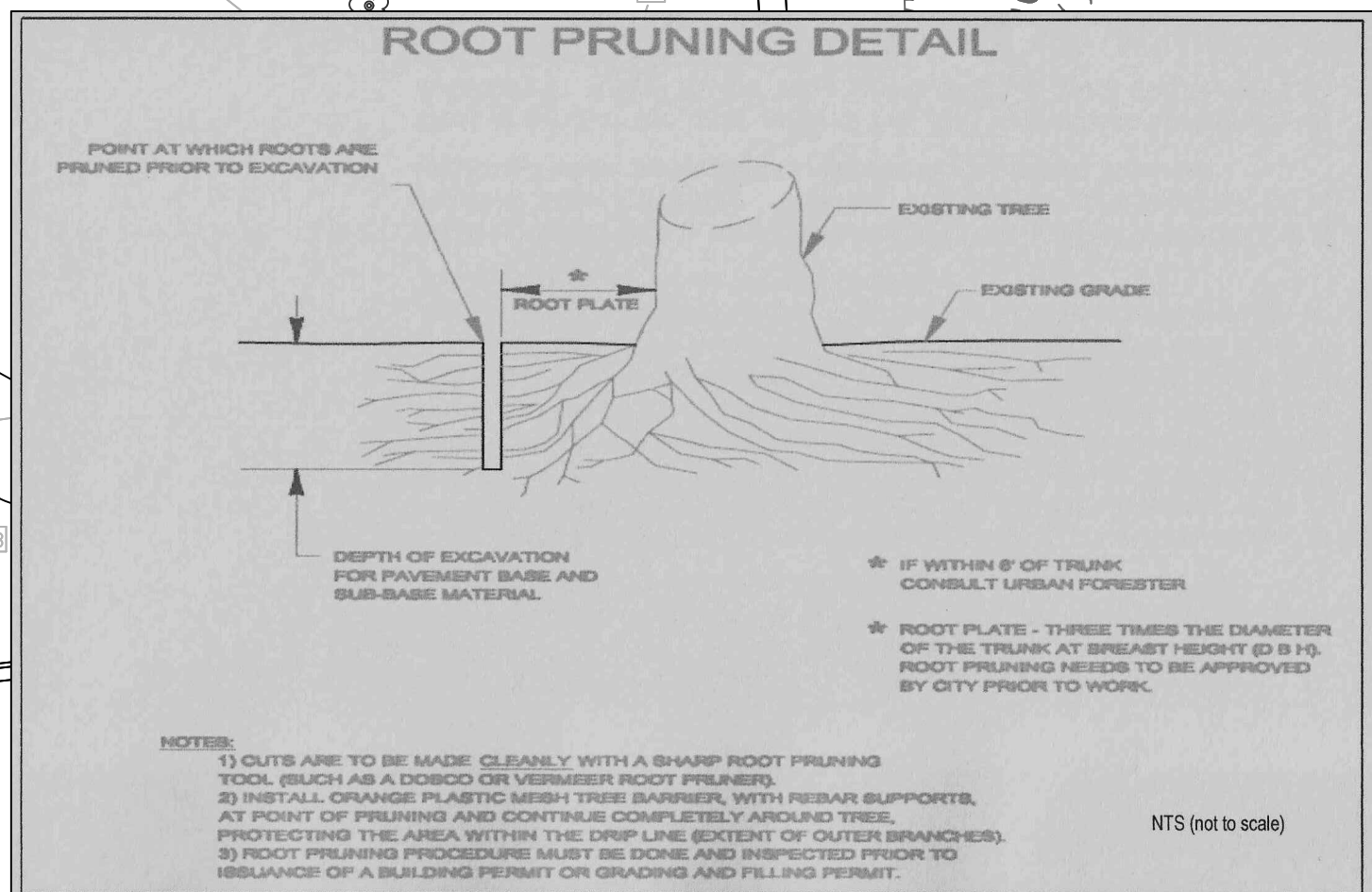


**CITY OF PALM COAST TECHNICAL MANUAL  
 TREE PROTECTION, LANDSCAPING, BUFFERS,  
 AND IRRIGATION**



October 1, 2009 (Revised January, 2010) III-10

**NOTE:**  
 Non-located / unmarked FDOT ITS facilities, including fiber optic communication and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.



**A & K LAND PLANNING & DESIGN Inc.**  
 PHONE: (904) 476-9692  
 2621 SUNRISE RIDGE LANE, JACKSONVILLE, FLORIDA 32218  
 E-MAIL: AKLAND@A&KLAND.COM  
 Kristoffer Reed RLA  
 42-000712

REVISIONS

DATE

DISCOUNT TIRE STORE  
 140 GARDEN STREET S.

**DISCOUNT TIRE**

TRRE PROTECTION / REMOVAL PLAN

H & T CONSULTANTS, INC.  
 PLANNING - ENGINEERING  
 9310 OLD KINGS ROAD SOUTH, SUITE 1001  
 JACKSONVILLE, FLORIDA 32257  
 PHONE: 904-419-1001 FAX: 904-419-1004

JOB NO: 2017.36  
 DRAWN: K.S.R.  
 CHECK: S.H.  
 DATE: 6/15/17  
 PLATE  
 L-1  
 SHEET OF

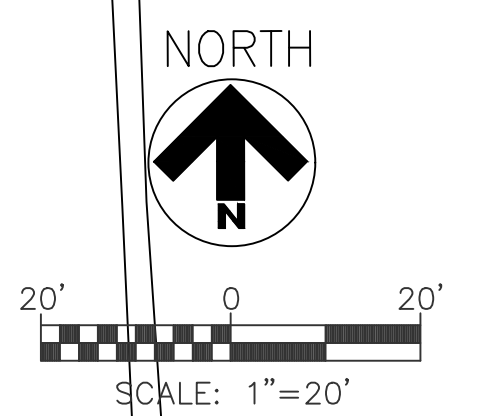
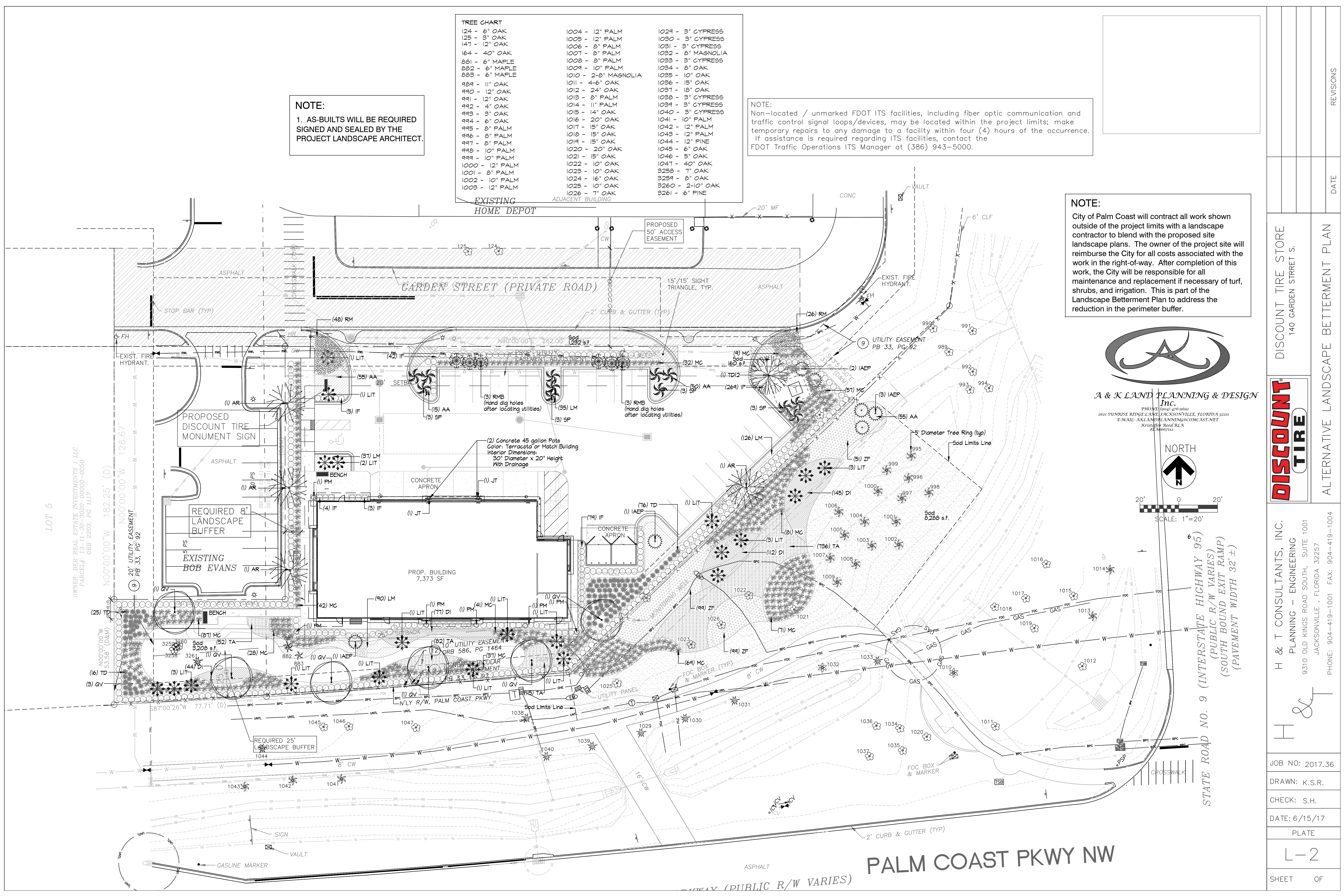


TREE CHART		
124 - 6" OAK	1004 - 12" PALM	1024 - 3" CYPRESS
125 - 8" OAK	1005 - 12" PALM	1030 - 3" CYPRESS
147 - 12" OAK	1006 - 8" PALM	1031 - 3" CYPRESS
164 - 40" OAK	1007 - 8" PALM	1032 - 8" MAGNOLIA
881 - 6" MAPLE	1008 - 8" PALM	1033 - 3" CYPRESS
882 - 6" MAPLE	1009 - 10" PALM	1034 - 8" OAK
883 - 6" MAPLE	1010 - 2-8" MAGNOLIA	1035 - 10" OAK
989 - 11" OAK	1011 - 4-6" OAK	1036 - 15" OAK
990 - 12" OAK	1012 - 24" OAK	1037 - 18" OAK
991 - 12" OAK	1013 - 8" PALM	1038 - 3" CYPRESS
992 - 4" OAK	1014 - 11" PALM	1039 - 3" CYPRESS
993 - 3" OAK	1015 - 14" OAK	1040 - 3" CYPRESS
994 - 6" OAK	1016 - 20" OAK	1041 - 10" PALM
995 - 8" PALM	1017 - 15" OAK	1042 - 12" PALM
996 - 8" PALM	1018 - 15" OAK	1043 - 12" PALM
997 - 8" PALM	1019 - 15" OAK	1044 - 12" PINE
998 - 10" PALM	1020 - 20" OAK	1045 - 6" OAK
999 - 10" PALM	1021 - 15" OAK	1046 - 5" OAK
1000 - 12" PALM	1022 - 10" OAK	1047 - 40" OAK
1001 - 8" PALM	1023 - 10" OAK	3258 - 7" OAK
1002 - 10" PALM	1024 - 16" OAK	3259 - 8" OAK
1003 - 12" PALM	1025 - 10" OAK	3260 - 2-10" OAK
	1026 - 7" OAK	3261 - 6" PINE

**NOTE:**  
1. AS-BUILTS WILL BE REQUIRED SIGNED AND SEALED BY THE PROJECT LANDSCAPE ARCHITECT.

**NOTE:**  
Non-located / unmarked FDOT ITS facilities, including fiber optic communication and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.

**NOTE:**  
City of Palm Coast will contract all work shown outside of the project limits with a landscape contractor to blend with the proposed site landscape plans. The owner of the project site will reimburse the City for all costs associated with the work in the right-of-way. After completion of this work, the City will be responsible for all maintenance and replacement if necessary of turf, shrubs, and irrigation. This is part of the Landscape Betterment Plan to address the reduction in the perimeter buffer.



REVISIONS				
DATE				
DISCOUNT TIRE STORE 140 GARDEN STREET S.				
<b>DISCOUNT TIRE</b>				
ALTERNATIVE LANDSCAPE BETTERMENT PLAN				
H & T CONSULTANTS, INC. PLANNING - ENGINEERING 9310 OLD KINGS ROAD SOUTH, SUITE 1001 JACKSONVILLE, FLORIDA 32257 PHONE: 904-419-1001 FAX: 904-419-1004				
JOB NO: 2017.36				
DRAWN: K.S.R.				
CHECK: S.H.				
DATE: 6/15/17				
PLATE				
L-2				
SHEET OF				



V.U.A. PUBLIC AREA:  
 TREE CREDIT/165 S.F. OF REQUIRED AREA= 1646 S.F. / 165 S.F.  
 TREES REQUIRED: 10 credits  
 TREES PROVIDED: 11 Credits

ISLAND A  
 S.F. = 256 s.f.  
 CREDITS = 1 understory credit

ISLAND B  
 S.F. = 250 s.f.  
 CREDITS = 3 palms = 2 shade tree credits

ISLAND C  
 S.F. = 250 s.f.  
 CREDITS = 3 palms = 2 shade tree credits

ISLAND D  
 S.F. = 250 s.f.  
 CREDITS = 3 palms = 2 shade tree credits

ISLAND E  
 S.F. = 374 s.f.  
 CREDITS = 3 palms = 2 shade tree credits

ISLAND F  
 S.F. = 300 s.f.  
 CREDITS = 1 understory credit

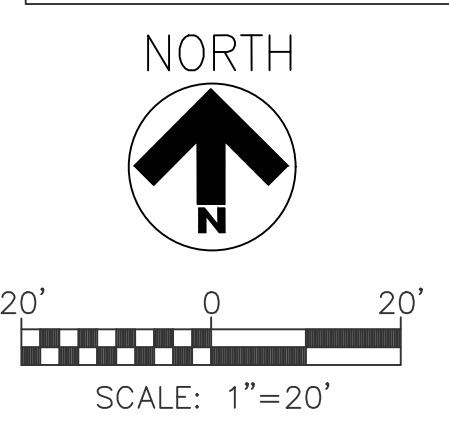
ISLAND G  
 S.F. = 156 s.f.  
 CREDITS = 1 understory credit

**TREE CHART**

124 - 6" OAK	1004 - 12" PALM	1029 - 3" CYPRESS
125 - 8" OAK	1005 - 12" PALM	1030 - 3" CYPRESS
147 - 12" OAK	1006 - 8" PALM	1031 - 3" CYPRESS
164 - 40" OAK	1007 - 8" PALM	1032 - 8" MAGNOLIA
881 - 6" MAPLE	1008 - 8" PALM	1033 - 3" CYPRESS
882 - 6" MAPLE	1009 - 10" PALM	1034 - 8" OAK
883 - 6" MAPLE	1010 - 2-8" MAGNOLIA	1035 - 10" OAK
984 - 11" OAK	1011 - 4-6" OAK	1036 - 15" OAK
990 - 12" OAK	1012 - 24" OAK	1037 - 18" OAK
991 - 12" OAK	1013 - 8" PALM	1038 - 3" CYPRESS
992 - 4" OAK	1014 - 11" PALM	1039 - 3" CYPRESS
993 - 3" OAK	1015 - 14" OAK	1040 - 3" CYPRESS
994 - 6" OAK	1016 - 20" OAK	1041 - 10" PALM
995 - 8" PALM	1017 - 15" OAK	1042 - 12" PALM
996 - 8" PALM	1018 - 15" OAK	1043 - 12" PALM
997 - 8" PALM	1019 - 15" OAK	1044 - 12" PALM
998 - 10" PALM	1020 - 20" OAK	1045 - 6" OAK
999 - 10" PALM	1021 - 15" OAK	1046 - 5" OAK
1000 - 12" PALM	1022 - 10" OAK	1047 - 40" OAK
1001 - 8" PALM	1023 - 10" OAK	325B - 7" OAK
1002 - 10" PALM	1024 - 16" OAK	325A - 8" OAK
1003 - 12" PALM	1025 - 10" OAK	3260 - 2-10" OAK
	1026 - 7" OAK	3261 - 6" FINE

EXISTING HOME DEPOT ADJACENT BUILDING

**NOTE:**  
 Non-located / unmarked FDOT ITS facilities, including fiber optic communication and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.



**LANDSCAPE CALCULATIONS:**

TOTAL AREAS:	42,813 S.F.
ZONING:	COMMERCIAL
V.U.A. PUBLIC AREA:	16,456 S.F.
10% V.U.A. REQ. LANDSCAPE AREA:	1,646 S.F.
LANDSCAPE AREA PROVIDED:	2,344 S.F.

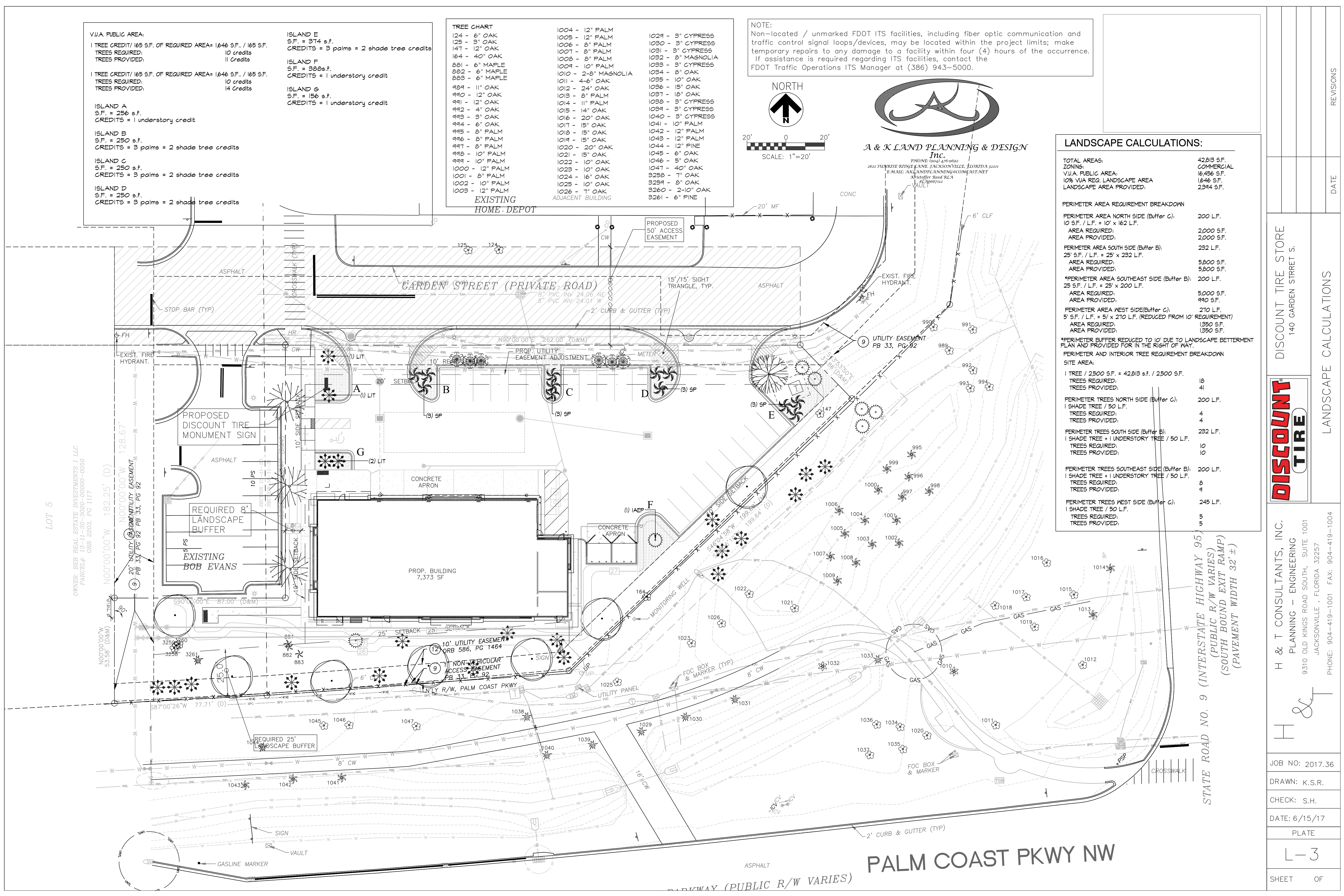
**PERIMETER AREA REQUIREMENT BREAKDOWN**

PERIMETER AREA NORTH SIDE (Buffer C):	200 L.F.
10 S.F. / L.F. = 10' x 162 L.F.	
AREA REQUIRED:	2,000 S.F.
AREA PROVIDED:	2,000 S.F.
PERIMETER AREA SOUTH SIDE (Buffer B):	232 L.F.
25' S.F. / L.F. = 25' x 232 L.F.	
AREA REQUIRED:	5,800 S.F.
AREA PROVIDED:	5,800 S.F.
*PERIMETER AREA SOUTHEAST SIDE (Buffer B):	200 L.F.
25 S.F. / L.F. = 25' x 200 L.F.	
AREA REQUIRED:	5,000 S.F.
AREA PROVIDED:	490 S.F.
PERIMETER AREA WEST SIDE (Buffer C):	270 L.F.
5' S.F. / L.F. = 5' x 270 L.F. (REDUCED FROM 10' REQUIREMENT)	
AREA REQUIRED:	1,350 S.F.
AREA PROVIDED:	1,350 S.F.

\*PERIMETER BUFFER REDUCED TO 10' DUE TO LANDSCAPE BETTERMENT PLAN AND PROVIDED FOR IN THE RIGHT OF WAY.

**PERIMETER AND INTERIOR TREE REQUIREMENT BREAKDOWN SITE AREA:**

1 TREE / 2500 S.F. = 42,813 s.f. / 2500 S.F.	
TREES REQUIRED:	18
TREES PROVIDED:	41
PERIMETER TREES NORTH SIDE (Buffer C):	200 L.F.
1 SHADE TREE / 50 L.F.	
TREES REQUIRED:	4
TREES PROVIDED:	4
PERIMETER TREES SOUTH SIDE (Buffer B):	232 L.F.
1 SHADE TREE + 1 UNDERSTORY TREE / 50 L.F.	
TREES REQUIRED:	10
TREES PROVIDED:	10
PERIMETER TREES SOUTHEAST SIDE (Buffer B):	200 L.F.
1 SHADE TREE + 1 UNDERSTORY TREE / 50 L.F.	
TREES REQUIRED:	8
TREES PROVIDED:	4
PERIMETER TREES WEST SIDE (Buffer C):	245 L.F.
1 SHADE TREE / 50 L.F.	
TREES REQUIRED:	5
TREES PROVIDED:	5



REVISIONS	
DATE	
DISCOUNT TIRE STORE 140 GARDEN STREET S.	
<b>DISCOUNT TIRE</b>	
LANDSCAPE CALCULATIONS	
H & T CONSULTANTS, INC. PLANNING - ENGINEERING 9310 OLD KINGS ROAD SOUTH, SUITE 1001 JACKSONVILLE, FLORIDA 32257 PHONE: 904-419-1001 FAX: 904-419-1004	
JOB NO: 2017.36	
DRAWN: K.S.R.	
CHECK: S.H.	
DATE: 6/15/17	
PLATE	
L-3	
SHEET OF	



NOTE:  
 Non-located / unmarked FDOT ITS facilities, including fiber optic communication and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.

**General Notes and Specifications**

- Prior to construction the landscape contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The landscape contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc., which occurs as a result of the landscape construction.
- When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify owner's representative before planting.
- All plants must be healthy, vigorous material, free of pests and disease.
- All trees, palms, and shrubs shall be grade Florida #1 or better per Grades and Standards For Nursery Plants (parts one and two), available through Florida Dept. of Agriculture and Consumer Services.
- All plant material must be approved by the Landscape Architect before the plant material is installed.
- Any changes to the plant material (size, type, etc.), irrigation or any other deviations from the plans must be approved by the Landscape Architect prior to the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
- All plants to be field grown or container grown as indicated on plant list. Store plants in shade and protect from weather. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Protect roots of plant from drying or other possible injury. Keep plant ball moist at all times.
- All plants shall be triangular spaced.
- Obtain agronomic soils test for all planting areas and tree pits prior to excavation of tree pits. Tests shall be performed by an approved soils testing laboratory and shall include fertility and suitability analysis with written recommendations for soil amendments, fertilizer and chemical conditioner application rates for soil preparation, planting backfill mix, and post maintenance fertilization program. Submit a copy of soils report to owner's rep. and landscape architect.
- Add soil amendments as recommended by soil test in quantities necessary to bring soil mixture to pH rating of between 5.5 and 6.0. Minerals used for pH correction shall be commercially produced for this purpose.
- All plants and planting areas must be completely mulched as specified with three to four inches of organic mulch. Provide 4" minimum clearance of mulch from all shrub trunks and 6" minimum clearance from all tree trunks.
- The landscape contractor is responsible for verifying all quantities shown on these plans, before pricing the work.
- The planting shall be done in accordance with acceptable horticultural practices. This is to include proper planting mix, plant and tree pit preparation, pruning, staking or guying, wrapping, spraying, fertilization, planting, and adequate maintenance throughout the required maintenance period.
- The landscape contractor is responsible for fully maintaining all planting (including but not limited to: pruning, watering, fertilizing, cultivating, weeding, mowing, mulching, tightening and repairing of guys, resetting plants to proper grade or upright position, restoration of plant saucer, and furnishing and applying such sprays as necessary to keep free of insects and diseases. The landscape contractor's responsibility for maintenance (exclusive of replacement within the guarantee period) shall terminate one year from the date of final acceptance by owner and landscape architect.
- All trees, palms, shrubs and plant material shall be warranted for a period of one year after date of completion and acceptance of the entire project. Final acceptance of all landscaping under this contract shall constitute the beginning of the guarantee period. Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the owner's representative, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the contractor's negligence. Furnish and plant replacements which comply with requirements shown and specified. Warrant all replacement plants for one year after installation. The cost of such replacement(s) is at the contractor's expense.
- All plants are subject to approval by the owner's representative. Prior to planting, all trees and palms must be approved by the owner or owner's rep.
- Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.
- At the conclusion of this planting, if the owner's rep. or owner has reason to believe that the plants are not of the specified grade, he will request a re-grading or inspection, and such evidence will be the basis for requesting replacement of plants and for legal or other action according to law, should this become necessary.
- All planting beds to be treated with pre-emergent weed control prior to planting.
- Contractor is to check the site weekly to insure all plant material is healthy and well watered.
- All disturbed areas to be sodded or seeded Argentine Bahia as noted.

PLANT SCHEDULE						
SYMBOL	QUANTITY	COMMON NAME	LATIN NAME	SPACING	SPECIFICATIONS	% NATIVE
<b>TREES</b>						
AR	4	Red Maple	<i>Acer rubrum</i>	AS SHOWN	4.5" cal. 14' - 16' ht., 5' - 6' spd.	7% native
IAEP	7	East Palatka Holly	<i>Ilex x attenuata 'East Palatka'</i>	AS SHOWN	10' - 12' ht. x 5' spd., 2" caliper, Single Stem	13% native
LIT	19	Crape Myrtle	<i>Lagerstroemia indica 'Tuscarora'</i>	AS SHOWN	10' - 12' ht. x 5' spd., 3 stem minimum	Not native
QV	6	Live Oak	<i>Quercus virginiana</i>	AS SHOWN	3.5" cal. 12 - 14' ht., 5' - 6' spd.	11% native
RM	6	Majestic Beauty	<i>Raphiolepis 'Majestic Beauty'</i>	AS SHOWN	30 gallon, standard	Not native
SP	12	Sabal Palm	<i>Sabal palmetto</i>	AS SHOWN	14 - 16" ct., slick minimum 6" caliper	22% native
TD12	1	Bald Cypress	<i>Taxodium distichum</i>	AS SHOWN	12" cal., Field Grown	2% native
<b>SHRUBS AND GROUNDCOVER</b>						
AA	210	Agapanthus	<i>Agapanthus africanus</i>	2' o.c.	12" ht. x 10" spd. minimum full 4 dense	Not Native 812 s.f.
DI	338	African Iris	<i>Iris x varia</i>	2' o.c.	12" ht. x 10" spd. minimum full 4 dense	Not Native 1352 s.f.
IF	388	African Anise	<i>Illicium floridanum</i>	3' o.c.	30" ht. x 24" spd. minimum full 4 dense, 1 gallon minimum	Native 3,492 s.f.
JT	2	Hollywood Juniper	<i>Juniperus chinensis 'Torulosa'</i>	potted	Twisted, 3 gallon, 30" Height x 10" spread	Not Native 9 s.f.
LM	288	Liriope	<i>Liriope muscari</i>	2' o.c.	12" ht. x 10" spd. minimum full 4 dense	Not Native 1,152 s.f.
MC	473	Muhly Grass	<i>Muhlenbergia capillaris</i>	3' o.c.	18" ht. x 16" spd. minimum full 4 dense	Native 4,251 s.f.
FM	6	Podocarpus	<i>Podocarpus macrophyllus</i>	as shown	36" ht. x 24" spd. minimum full 4 dense, 15 gallon minimum	Not Native 24 s.f.
RM	74	Coral Drift Rose	<i>Rosa 'Meldirifora' P.P. #9,148</i>	2' o.c.	10" ht. x 10" spd. minimum full 4 dense	Not Native 296 s.f.
TA	249	Asiatic Jasmine	<i>Trachelospermum asiaticum</i>	15" o.c.	4" ht. x 12" spd. minimum full 4 dense	Not Native 498 s.f.
TD	117	Fakahatchee Grass	<i>Tripacum dactyloides</i>	3' o.c.	18" ht. x 16" spd. minimum full 4 dense	Native 1,053 s.f.
ZF	150	Coontie	<i>Zamia floridana</i>	3' o.c.	18" ht. x 16" spd. minimum full 4 dense	Native 1,350 s.f.
Sod	12,888 s.f.++	Bahia Grass				Total s.f. = 14,555 s.f. Native s.f. = 10,152 s.f. Native % = 71%

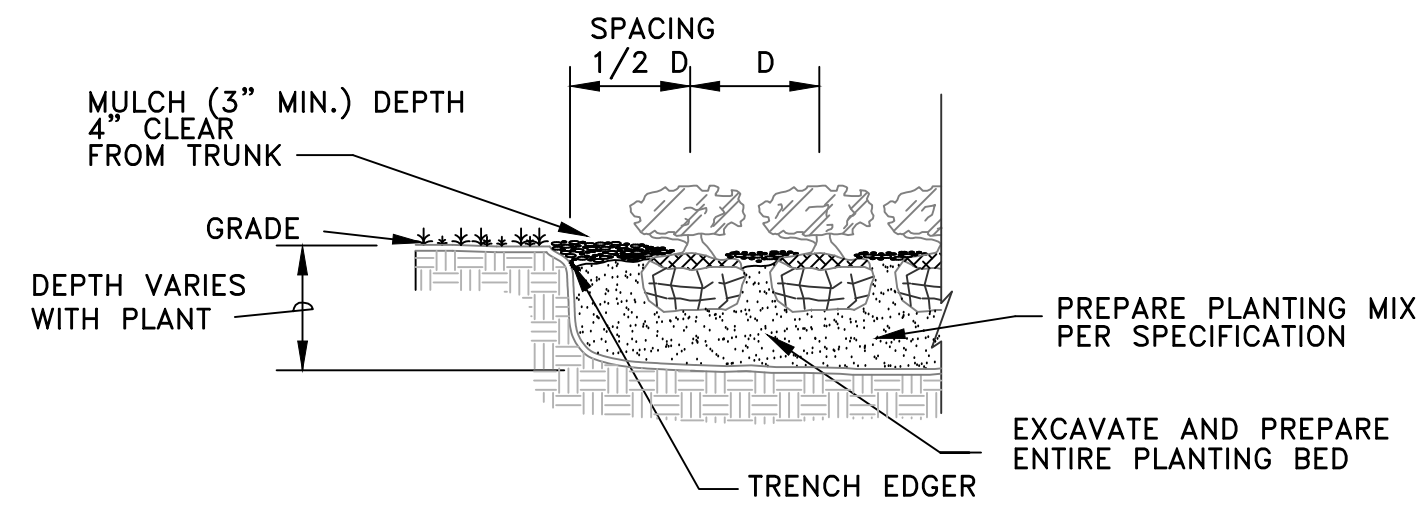
**CONTRACTOR TO VERIFY ALL QUANTITIES**

**NOTES:**

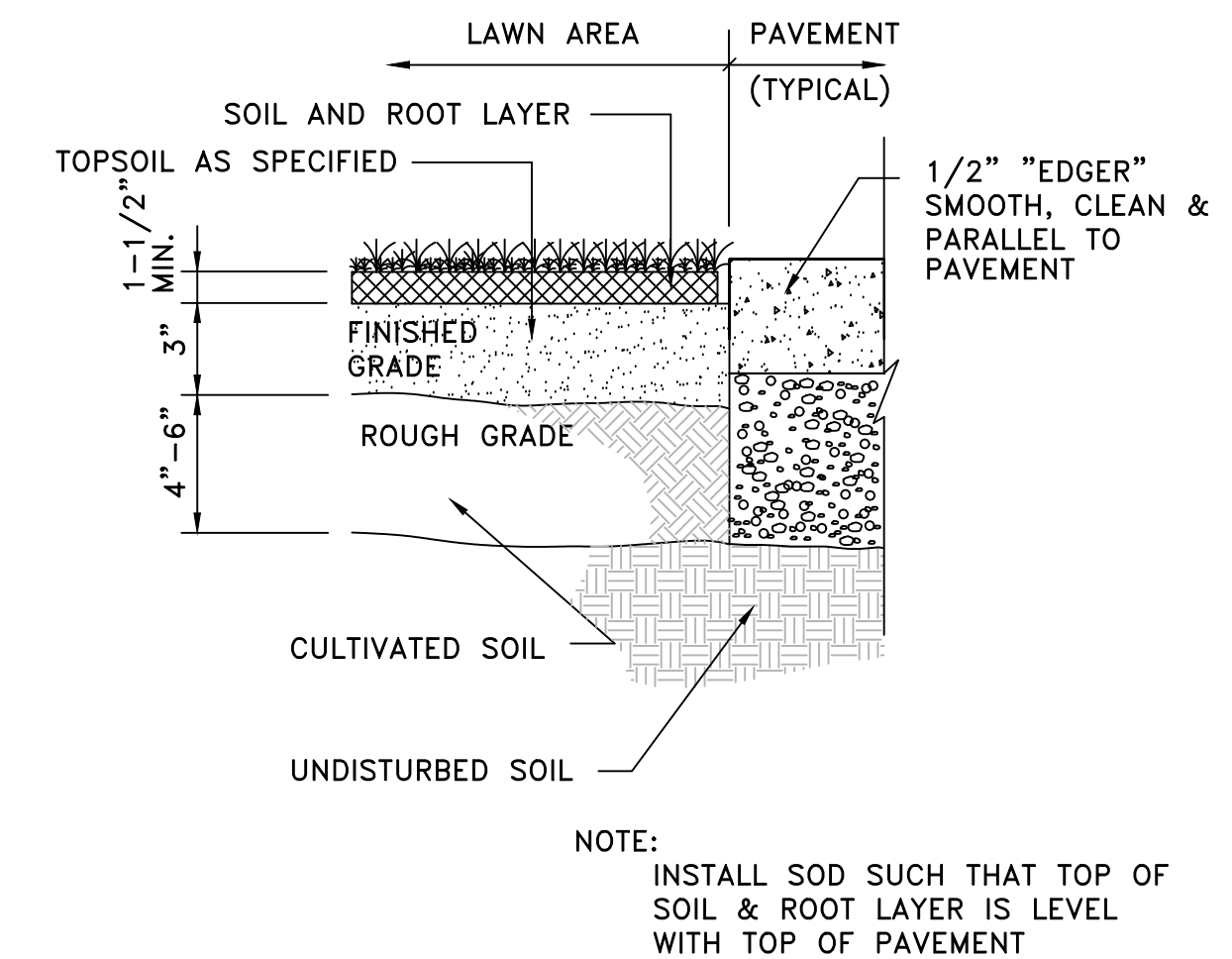
- MULCH ALL PLANTING BEDS WITH 3"-4" ORGANIC MULCH.
- ALL DISTURBED AREAS NOT OTHERWISE LANDSCAPED SHALL BE SODDED WITH BAHIA SOD.
- ALL PLANT MATERIAL TO BE FLORIDA NO. 1 QUALITY OR BETTER.
- NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
- ALL TREES AND PLANTS SHALL MEET MINIMUM SPECIFIED SIZES IN INCHES AND FEET, REGARDLESS OF CONTAINER SIZE INDICATED. WHERE DIFFERENCES OCCUR, THE LARGER SPECIFICATION SHALL PREVAIL.
- ALL CALIPER SIZES MUST BE MET AND MEASURED AT 6" (INCHES) ABOVE GRADE
- CONTRACTOR TO VERIFY ALL QUANTITIES

**ORDINANCE CHAPTER 366 SCHEDULE AND IRRIGATION REQUIREMENTS:**

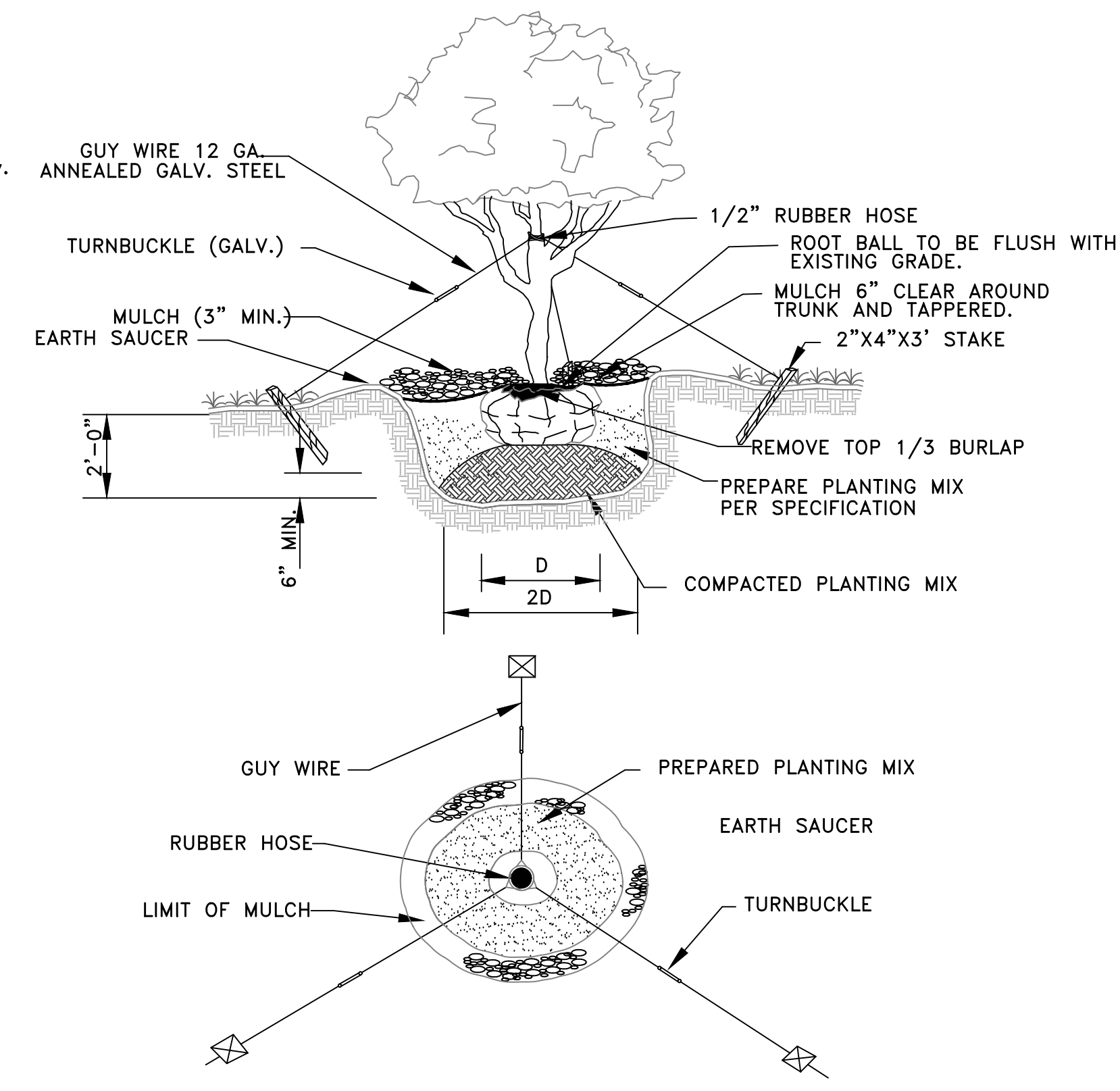
- |   |   |
|---|---|
| <b>MARCH-NOVEMBER (DAYLIGHT SAVINGS TIME)</b>   | <b>NOVEMBER - MARCH (STANDARD TIME)</b>   |
| - NO WATERING FROM 10AM TO 4 PM   | - NO WATERING FROM 10 AM TO 4 PM  |
| - ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON WEDNESDAY AND SATURDAY | - ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON SATURDAY |
| - EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON THURS. AND SUNDAY                   | - EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON SUNDAY                |
| - NON-RESIDENTIAL ADDRESSES MAY WATER ON TUESDAY AND FRIDAY                                       | - NON-RESIDENTIAL ADDRESSES MAY WATER ON ONLY ON TUESDAY                            |
| - APPLY UP TO 1/2 - INCH OR LESS OF WATER EACH CYCLE  | - APPLY UP TO 1/2 - INCH OR LESS OF WATER ONE TIME PER WEEK                         |



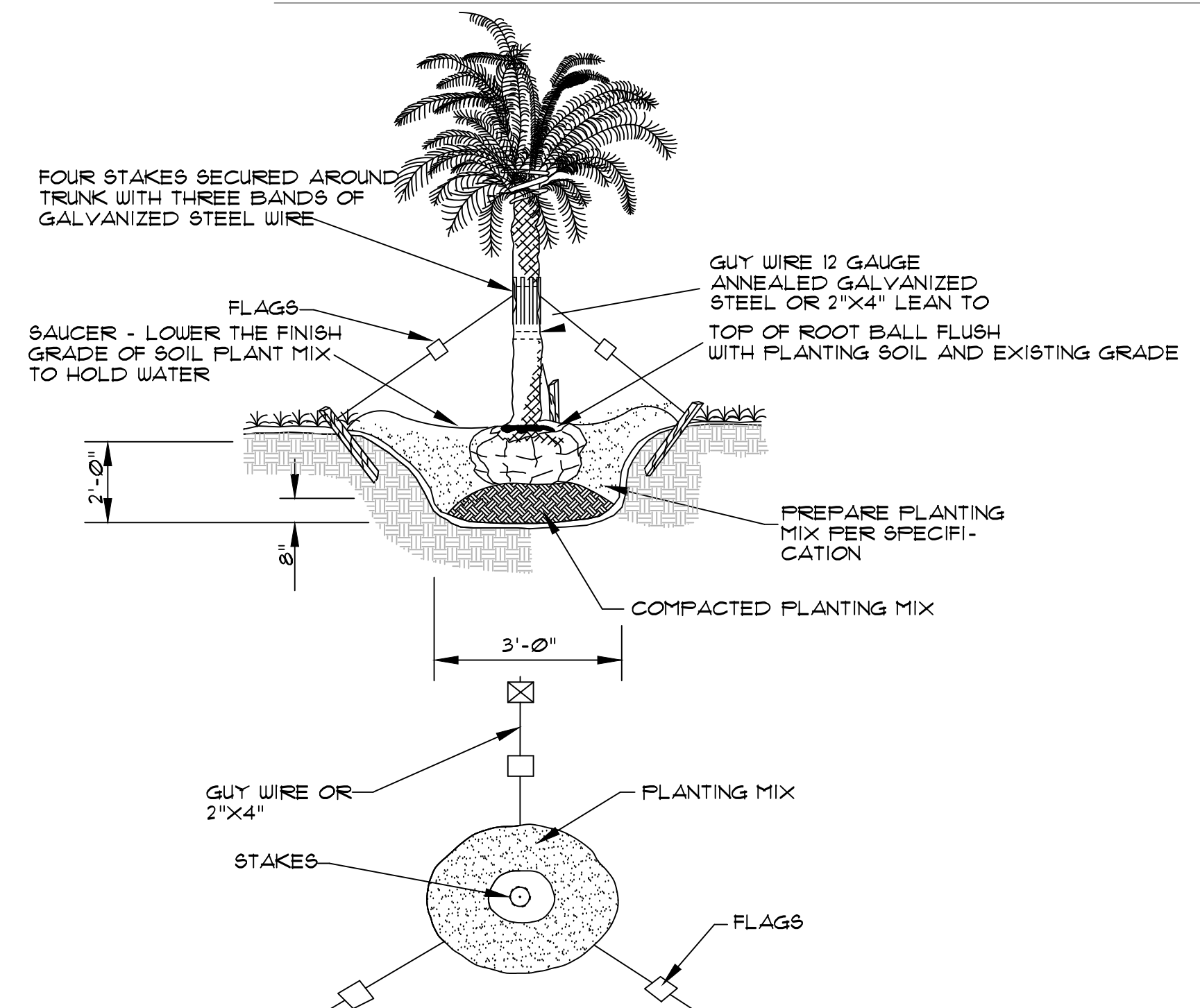
**SHRUB & GROUNDCOVER PLANTING DETAIL**



**SOD DETAIL**



**TREE PLANTING DETAIL**



**PALM TREE PLANTING DETAIL**

DISCOUNT TIRE STORE  
140 GARDEN STREET S.

**DISCOUNT TIRE**

LANDSCAPE DETAILS

H & T CONSULTANTS, INC.  
PLANNING - ENGINEERING  
9310 OLD KINGS ROAD SOUTH, SUITE 1001  
JACKSONVILLE, FLORIDA 32257  
PHONE: 904-419-1001 FAX: 904-419-1004

JOB NO: 2017.36  
 DRAWN: K.S.R.  
 CHECK: S.H.  
 DATE: 6/15/17  
 PLATE  
 L-4  
 SHEET OF





LEGEND		SPECIFICATION	
2" SLEEVING	CONTROLLER	Schedule 40 PVC, 2" Minimum	Hunter series FNC-6 (6 Zone) Install with Mini-CLK rain sensor. Install with SOIL-CLK Module, and probes for each zone.
SOLENOID VALVE	WATER SOURCE	Hunter series ICV-15IG-F9-A5-ADJ (1 1/2" valve) Location shown for graphic clarity All valves to have reclaimed water ID handle (15&1025)	1" Irrigation Only Reuse Water Meter Field verify location
IRRIGATION HEAD		Hunter series Pro - MPR Series All heads to have reclaimed water	

NOTE:  
Non-located / unmarked FDOT ITS facilities, including fiber optic communication and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within four (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.

SPRINKLER LIST							
QUANTITY	ID	MANUFACTURER	SPECIFICATION	PSI	GPM	IN/HR	RADIUS
INST 6" POP-UP SPRINKLER							
1	2F	Hunter	PRS40-06-CV-MP2000-90-R	40	0.43	0.45	ADJUSTABLE
7	2G	Hunter	PRS40-06-CV-MP2000-180-R	40	0.77	0.45	ADJUSTABLE
1	2K	Hunter	PRS40-06-CV-MP3000-90-R	40	0.86	0.45	ADJUSTABLE
3	2L	Hunter	PRS40-06-CV-MP3000-180-R	40	1.82	0.45	ADJUSTABLE
59	2W	Hunter	POS-50	40	0.50	0.45	ADJUSTABLE
2	2Z	Hunter	AFB	40	<.20	0.45	ADJUSTABLE FLOW BUBBLER
INST 12" POP-UP ROTOR							
10	3A	Hunter	PRS40-12-CV-MP1000-90-R	40	0.21	0.45	ADJUSTABLE
42	3B	Hunter	PRS40-12-CV-MP1000-180-R	40	0.42	0.45	ADJUSTABLE
4	3D	Hunter	PRS40-12-CV-MP2000-270-R	40	0.63	0.45	ADJUSTABLE
6	3F	Hunter	PRS40-12-CV-MP2000-90-R	40	0.43	0.45	ADJUSTABLE
8	3G	Hunter	PRS40-12-CV-MP2000-180-R	40	0.77	0.45	ADJUSTABLE
3	3K	Hunter	PRS40-12-CV-MP3000-90-R	40	0.86	0.45	ADJUSTABLE
13	3L	Hunter	PRS40-12-CV-MP3000-180-R	40	1.82	0.45	ADJUSTABLE
2	3M	Hunter	PRS40-12-CV-MP3000-270-R	40	2.73	0.45	ADJUSTABLE
4	3P	Hunter	PRS40-12-CV-MPCORNER-R	40	0.19	0.45	ADJUSTABLE CORNER
10	3S	Hunter	PRS40-12-CV-MPLCS515-R	40	0.22	0.45	LEFT SIDE
8	3T	Hunter	PRS40-12-CV-MPRCS515-R	40	0.22	0.45	RIGHT SIDE
48	3U	Hunter	PRS40-12-CV-MPSS530-R	40	0.44	0.45	BUBBLER
48	3V	Hunter	PRS40-12-CV-2H-R	40	0.16	0.45	ADJUSTABLE FLOW BUBBLER

CONTRACTOR TO VERIFY ALL QUANTITIES

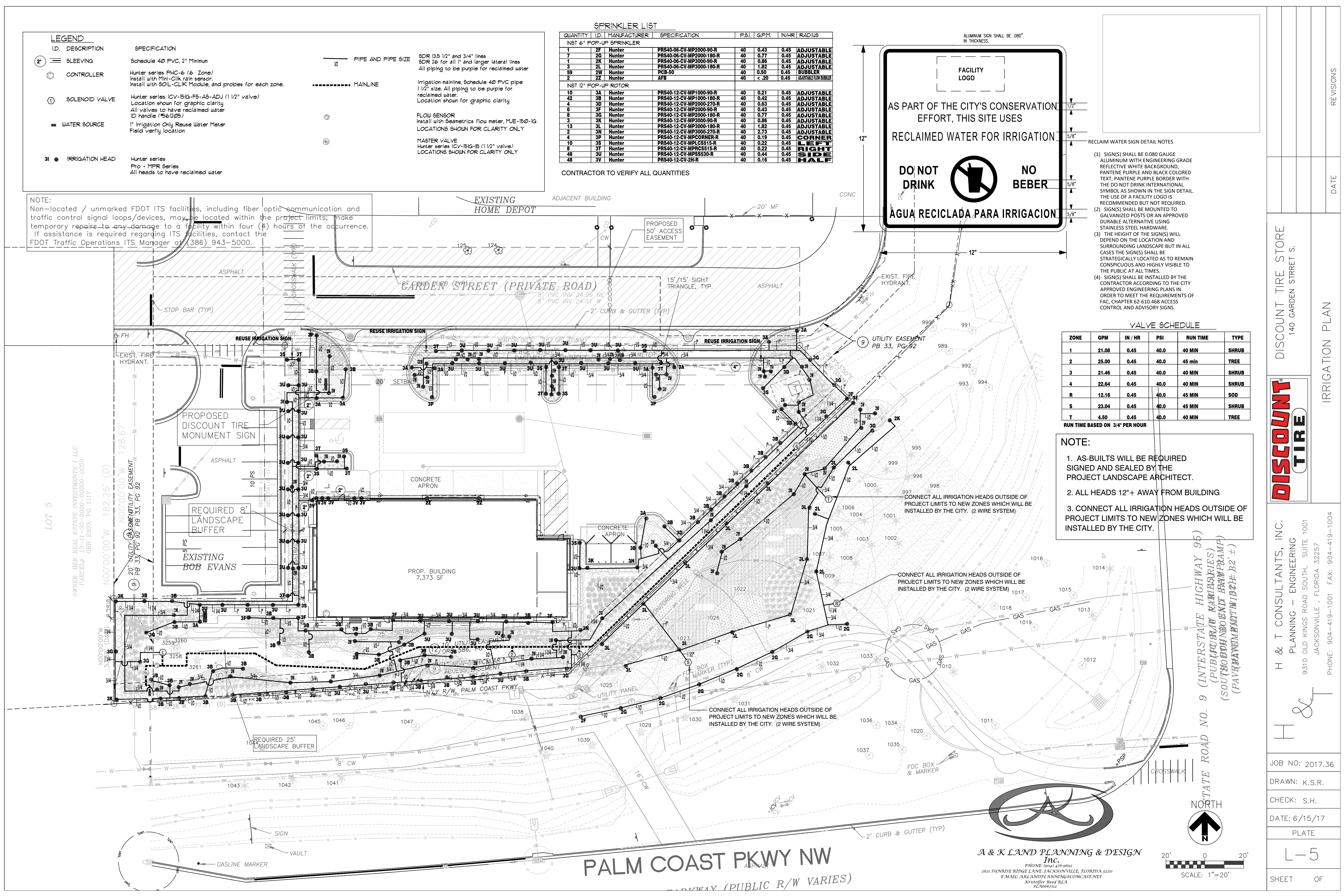


- RECLAIM WATER SIGN DETAIL NOTES
- SIGN(S) SHALL BE 0.089 GAUGE ALUMINUM WITH ENGINEERING GRADE REFLECTIVE WHITE BACKGROUND, PANTONE PURPLE AND BLACK COLORED TEXT, PANTONE PURPLE BORDER WITH THE DO NOT DRINK INTERNATIONAL SYMBOL AS SHOWN IN THE SIGN DETAIL. THE USE OF A FACILITY LOGO IS RECOMMENDED BUT NOT REQUIRED.
  - SIGN(S) SHALL BE MOUNTED TO GALVANIZED POSTS OR AN APPROVED DURABLE ALTERNATIVE USING STAINLESS STEEL HARDWARE.
  - THE HEIGHT OF THE SIGN(S) WILL DEPEND ON THE LOCATION AND SURROUNDING LANDSCAPE BUT IN ALL CASES THE SIGN(S) SHALL BE STRATEGICALLY LOCATED AS TO REMAIN CONSPICUOUS AND HIGHLY VISIBLE TO THE PUBLIC AT ALL TIMES.
  - SIGN(S) SHALL BE INSTALLED BY THE CONTRACTOR ACCORDING TO THE CITY APPROVED ENGINEERING PLANS IN ORDER TO MEET THE REQUIREMENTS OF FAC, CHAPTER 62-610.468 ACCESS CONTROL AND ADVISORY SIGNS.

VALVE SCHEDULE					
ZONE	GPM	IN / HR	PSI	RUN TIME	TYPE
1	21.08	0.45	40.0	40 MIN	SHRUB
2	25.00	0.45	40.0	45 MIN	TREE
3	21.46	0.45	40.0	40 MIN	SHRUB
4	22.64	0.45	40.0	40 MIN	SHRUB
R	12.18	0.45	40.0	45 MIN	SOD
S	23.04	0.45	40.0	45 MIN	SHRUB
T	4.50	0.45	40.0	40 MIN	TREE

RUN TIME BASED ON 3/4" PER HOUR

- NOTE:
- AS-BUILTS WILL BE REQUIRED SIGNED AND SEALED BY THE PROJECT LANDSCAPE ARCHITECT.
  - ALL HEADS 12" + AWAY FROM BUILDING
  - CONNECT ALL IRRIGATION HEADS OUTSIDE OF PROJECT LIMITS TO NEW ZONES WHICH WILL BE INSTALLED BY THE CITY. (2 WIRE SYSTEM)



DISCOUNT TIRE STORE  
140 GARDEN STREET S.

**DISCOUNT TIRE**

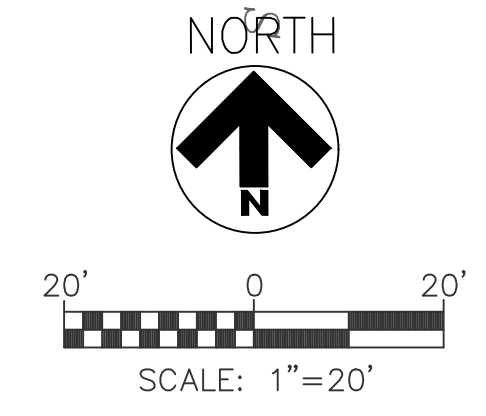
H & T CONSULTANTS, INC.  
PLANNING - ENGINEERING  
9310 OLD KINGS ROAD SOUTH, SUITE 1001  
JACKSONVILLE, FLORIDA 32257  
PHONE: 904-419-1001 FAX: 904-419-1004

JOB NO: 2017.36  
DRAWN: K.S.R.  
CHECK: S.H.  
DATE: 6/15/17  
PLATE  
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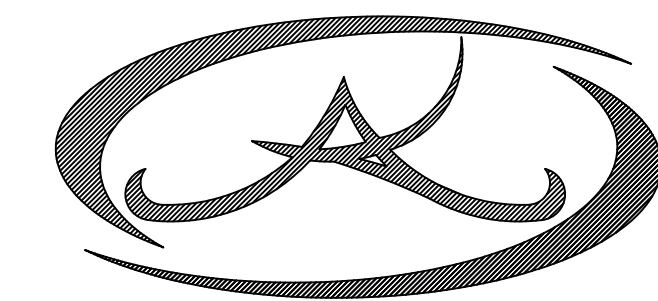
IRRIGATION PLAN

REVISIONS  
DATE

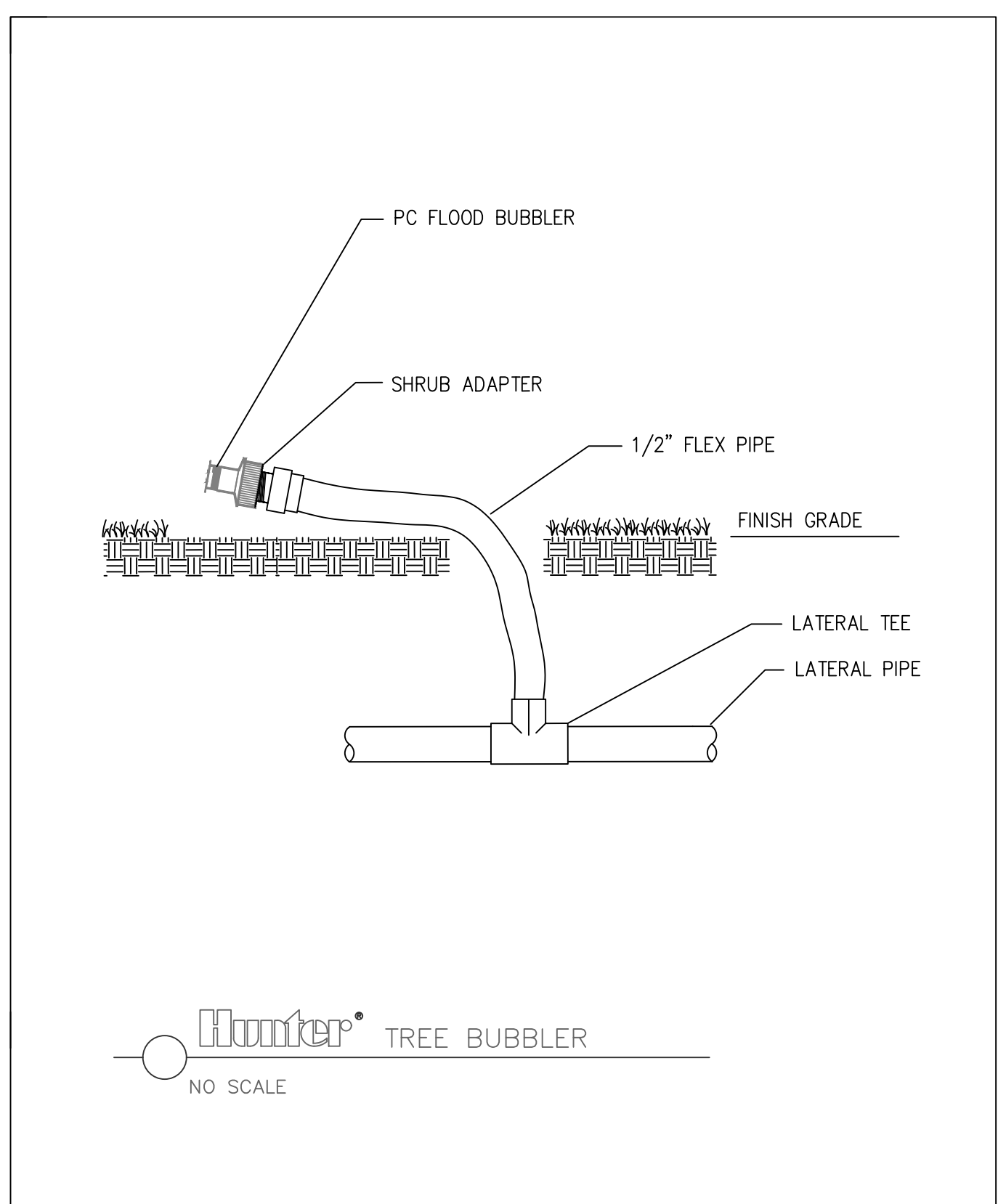
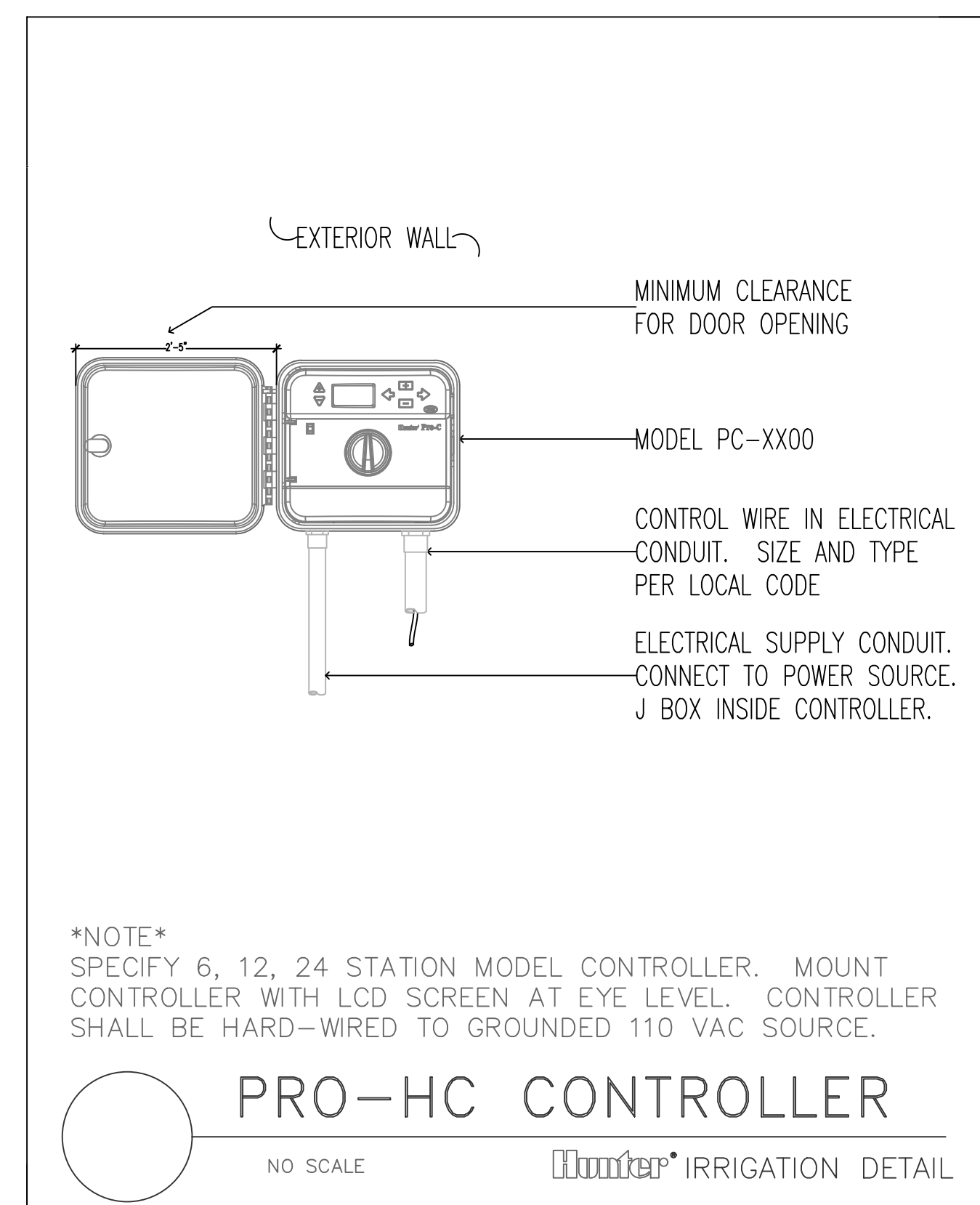
A & K LAND PLANNING & DESIGN Inc.  
PHONE: 904-426-9692  
2621 SUNRISE RIDGE LANE, JACKSONVILLE, FLORIDA 32211  
E-MAIL: AKLANDPLANNING@COMCAST.NET  
ATTENTION: ROOF B/LA #16667112







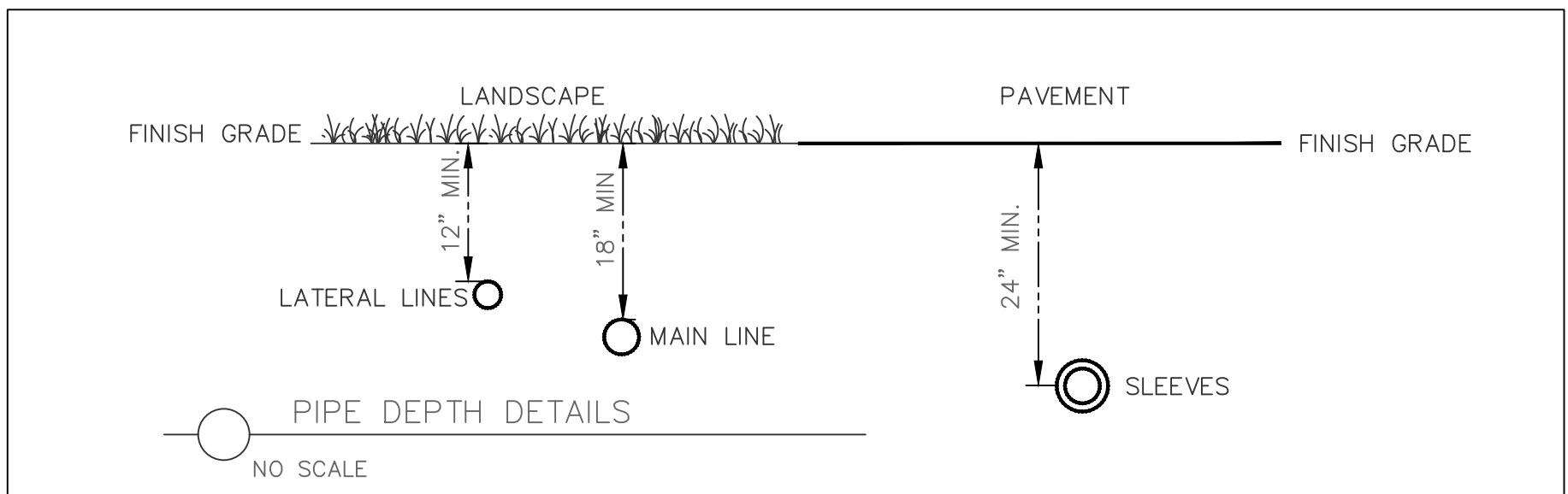
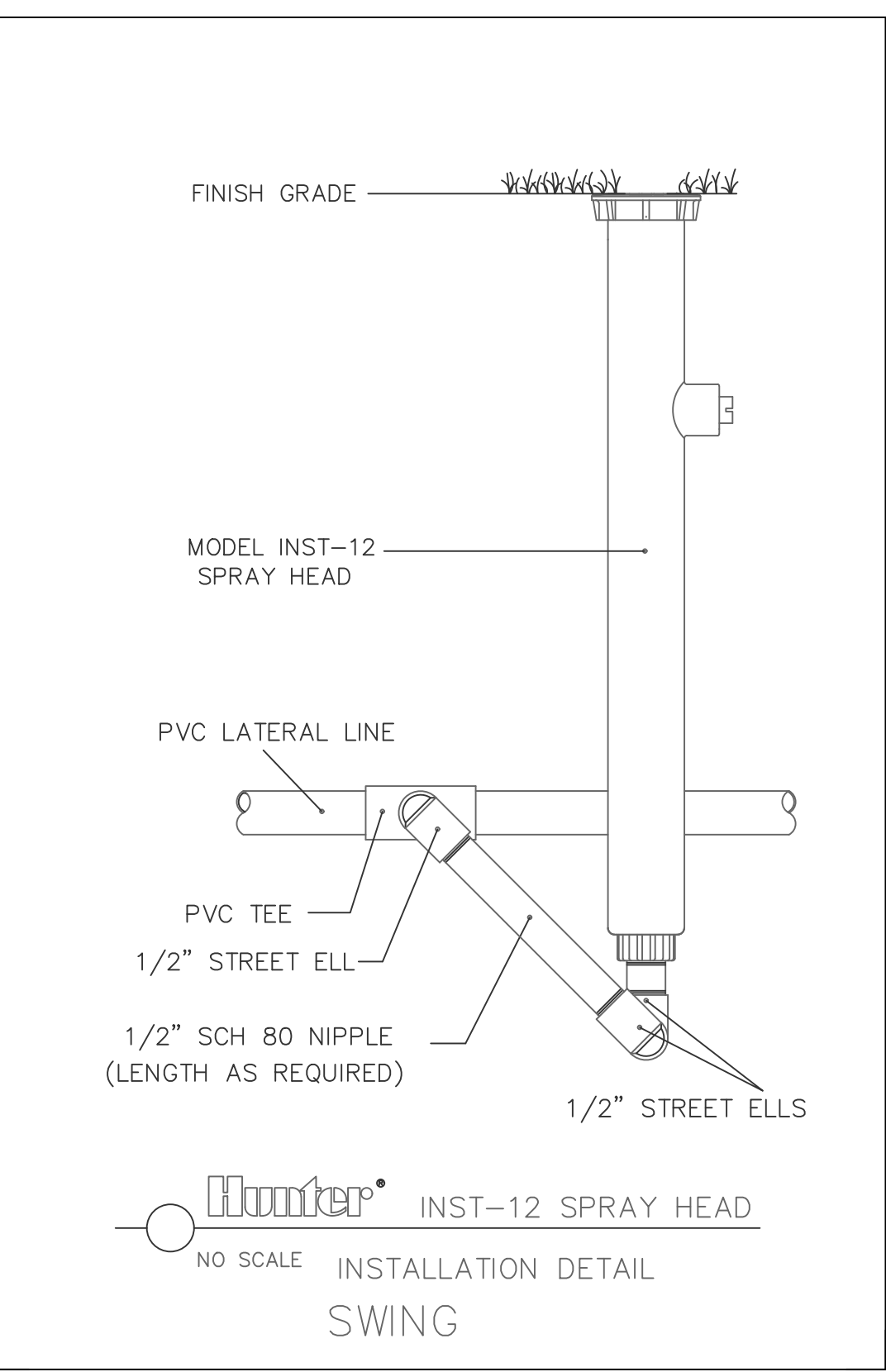
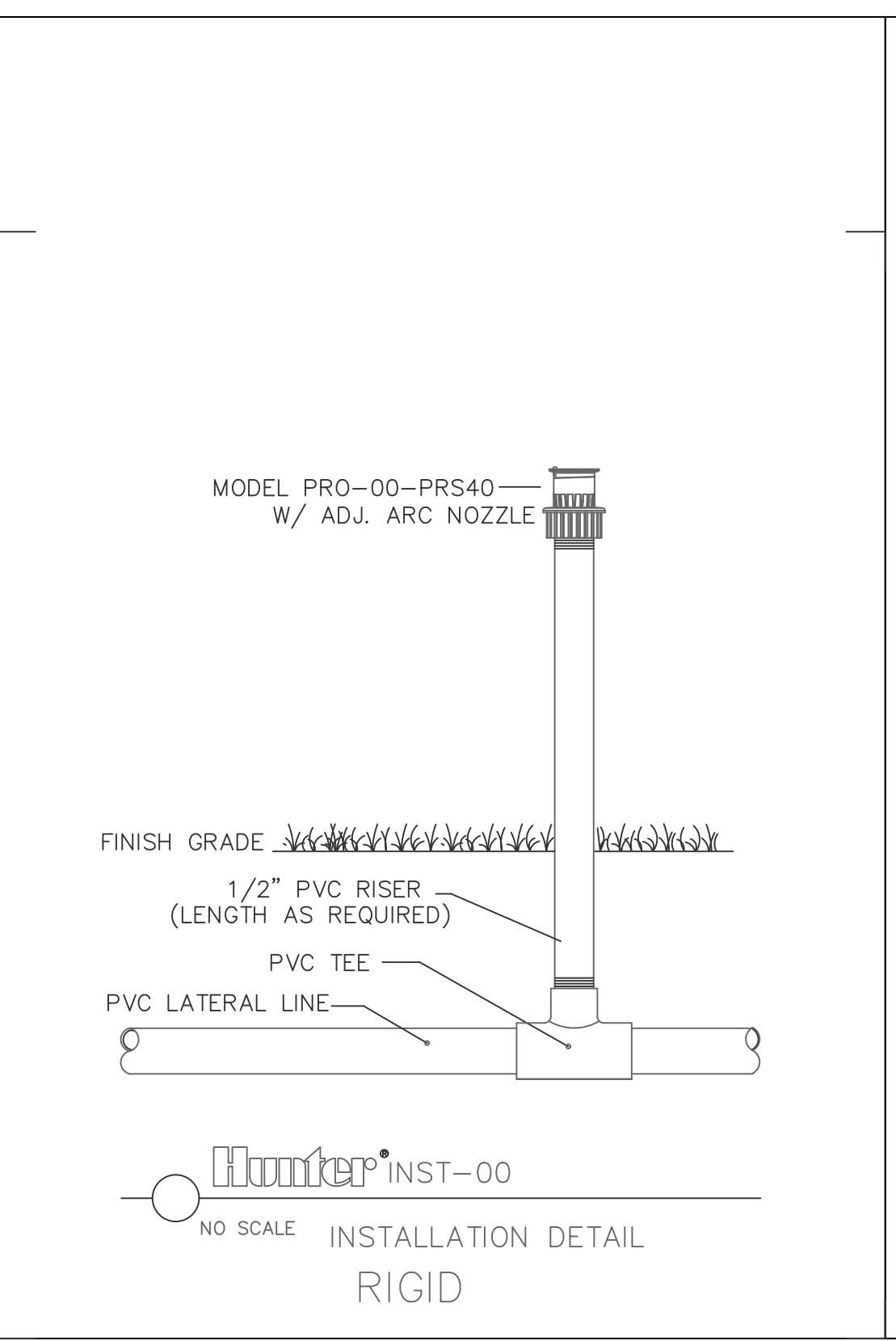
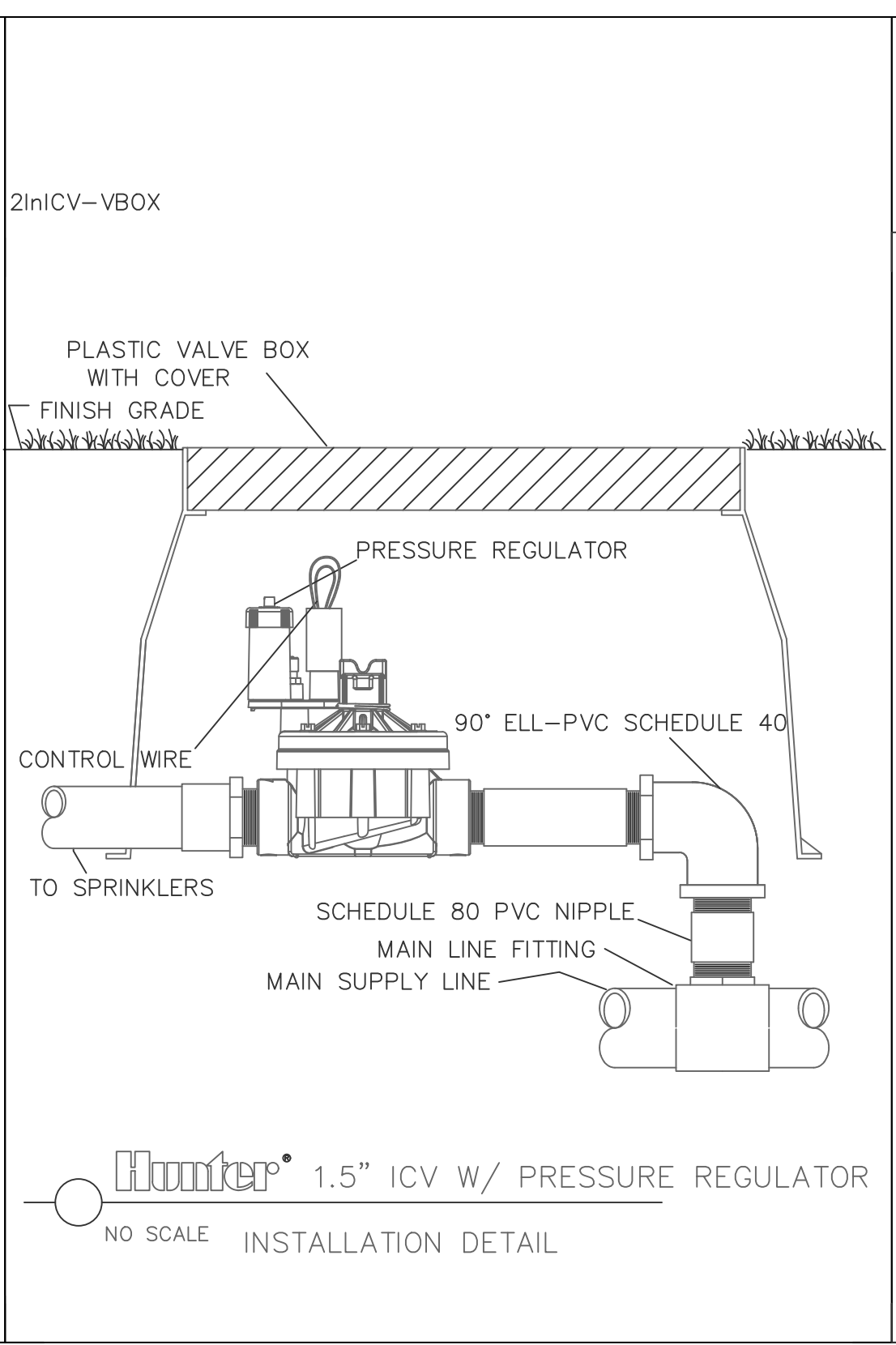
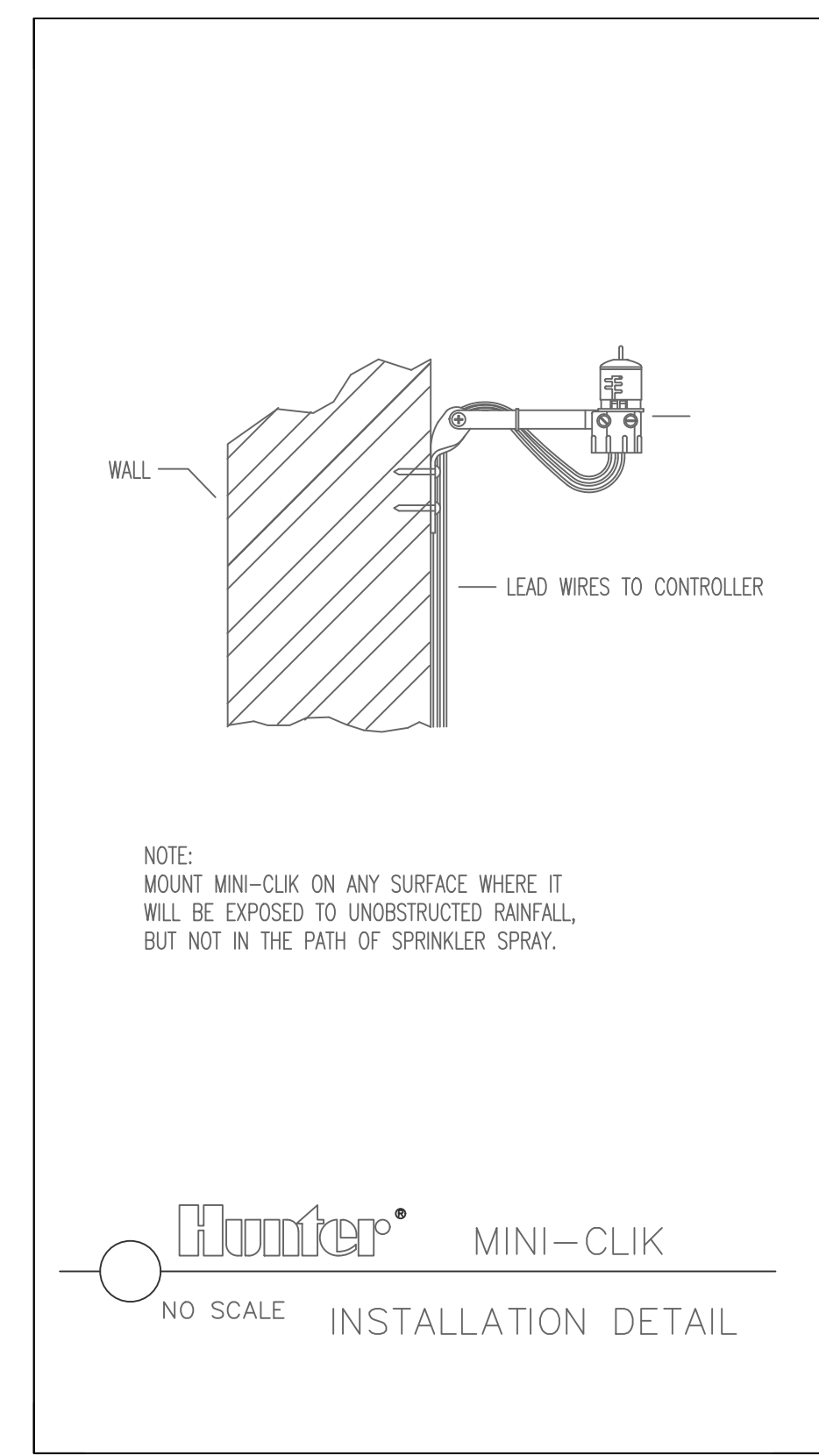
**A & K LAND PLANNING & DESIGN**  
 Inc.  
 PHONE: (904) 476-0692  
 2621 SUNRISE RIDGE LANE, JACKSONVILLE, FLORIDA 32211  
 E-MAIL: A&KLANDPLANNING@COMCAST.NET  
 Kristoffer Reed S.E.A.  
 #2-6069712



**NOTES**

Irrigation Contractor shall be responsible for all applicable fees and permits.

All Pipe and Wire under paving shall be placed in Schedule 40 P.V.C. Sleeves for the full pavement coverage length and shall be at least 24\"/>



**NOTE:**  
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REVISIONS  
DATE

DISCOUNT TIRE STORE  
140 GARDEN STREET S.

**DISCOUNT TIRE**

IRRIGATION DETAILS

H & T CONSULTANTS, INC.  
 PLANNING - ENGINEERING  
 9310 OLD KINGS ROAD SOUTH, SUITE 1001  
 JACKSONVILLE, FLORIDA 32257  
 PHONE: 904-419-1001 FAX: 904-419-1004

H & T

JOB NO: 2017.36  
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 PLATE  
 L-6  
 SHEET OF

**EXHIBIT “C”**  
**MAINTENANCE REQUIREMENTS FOR FLORIDA DEPARTMENT**  
**OF TRANSPORTATION RIGHT-OF-WAY ADJACENT TO**  
**DISCOUNT TIRE STORE PROPERTY**

**Scope of Services (Roadways/Parkways/Medians):**

Trash/Debris Cleanup: The CITY shall be responsible for removing all trash and debris including, but not limited to, paper, bottles, cans, palm fronds, trees and tree limbs, dead animals, etc. from the sites covered in these specifications. With each mowing the CITY shall blow off or sweep all roadways and bike paths covered in these specifications and keep curbing, gutters and storm drains clear of pine needles, grass clippings and other debris as needed, due to mowing and storms.

Turf Mowing: Turf mowing shall include mowing the specific areas described at the frequency and heights described. The CONTRACTOR shall not be required to catch or remove grass clippings from lawn areas unless clippings or clumps become unsightly or may cause damage to the turf. All turf areas shall be cleaned of all litter prior to mowing. The CITY shall provide a total of forty (40) mowings between January 1 and December 31 of each year. The mowings of the spring and summer seasons shall occur every seven (7) days between mid-March through mid-October. From mid-October to mid-March, mowing is to occur every fourteen (14) to seventeen (17) days.

Mowing heights: Site mowing heights, specific to the type of grass with Bahia grass being mowed at a height of 2-3 1/2”, St. Augustine at 3-4 1/2” and Zoysia at 1-1/2 -3 1/2”.

String Trimmer Use: Final string trimming around permanent objects such as sign posts and concrete curbing shall be accomplished in conjunction with each mowing, with suitable mechanical equipment, at the same cutting heights as the rest of the turf areas and in a manner that is safe for passing vehicles. String trimming is not allowed inside planting beds or around trunks of trees.

Weed Control: Weeds, grasses and unwanted plant growth shall be removed monthly from all areas covered by this Agreement, by hand pulling or in the case of turf areas, by granular herbicide or turf spraying. Weed eating around tree trunks with mechanical devices is prohibited. Planting bed areas shall be weeded once every four (4) weeks. A pre-emergent weed killer may be used at planting. Concrete medians or asphalted areas other than roadways that do not contain plantings or sod shall be kept free of weeds growing in cracks and expansion/contraction joints.

Fertilizing: All landscaped areas shall be fertilized as necessary to maintain a healthy condition, but not less than, and in the following quantities:

Shrubs, ground covers and perennial flowers: one (1) lb/100 square feet (SF) of bed area applied three (3) times a year;

Lawn: based on an application of one (1) lb of nitrogen/1000 square feet, the amount of fertilizer (7-4-10) that is required will be four hundred (435) lb/acre applied three (3) times per year;

The fertilizer used on all trees, shrubs, annuals and lawn areas shall be as follows Lesco 7-4-10 or approved equal.

Pruning:

Shrubs: The CONTRACTOR shall prune and shape all shrubbery to maintain the natural form of the plant, maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood and to provide sight distance requirements if needed. Maximum two feet six inches (2' 6") height is required for shrubs in the sight distance triangle.

Trees: The CONTRACTOR shall prune all landscaped trees according to ANSI-300A standards in the areas described in these specifications. Trees shall be pruned to maintain their natural shape and form. Dead, dying, diseased, sucker growth and weak branches shall be removed to maintain a reasonable ground to head clearance and according to all **Florida Department of Transportation standards in accordance with Florida Administrative Code Rule 14-40-003**. All cuts shall be made sufficiently close to the parent stem while still preserving ridge bark so wounds can readily close. Inspection and trimming, as needed, of all trees to provide unimpeded pedestrian and vehicular use adjacent to the sidewalk and street as well as visibility to traffic signs and sight distance requirements at intersections shall be accomplished as directed by the CITY. This work includes, but is not limited to, unwanted sucker growth and removal of overhead branches and limbs. The CONTRACTOR shall maintain all trees in straight vertical position by adjustment of tree support apparatus. Any damage to trees that necessitates pruning, such pruning shall be approved by the CITY prior to pruning work.

Pest and Disease Control: The CONTRACTOR shall be responsible for the control of any insect or fungal disease problems that arise in any landscape area. All chemicals to be used are subject to approval in advance by the CITY'S Designated Representative. The CONTRACTOR shall provide a written schedule to the CITY no less than one (1) week before application begins. The schedule will designate chemical, location, date, landscaping being treated, approximate time of applications and the name of the individual accomplishing the work.

Freeze Damage: Any freeze-damaged ground covers shall have dead growth removed in the spring by appropriate means.

Replacement of Plant Material: The CITY will be responsible to replace all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances.

Mulching: At least annually, the CITY shall fluff up the existing mulch in all beds at all locations as needed and add top dress of mulch as needed. Depth of mulch shall be a minimum of two to three (2-3) inches at all times. The CONTRACTOR shall replace areas where wash out occurs due to storm on an as-needed basis. Mulch should not come in contact with trunks of trees or shrubs. Trees up to six inches (6") caliper shall have two feet (2') radius mulch bed. Trees over six inches (6") caliper shall have three feet (3') radius mulch bed.

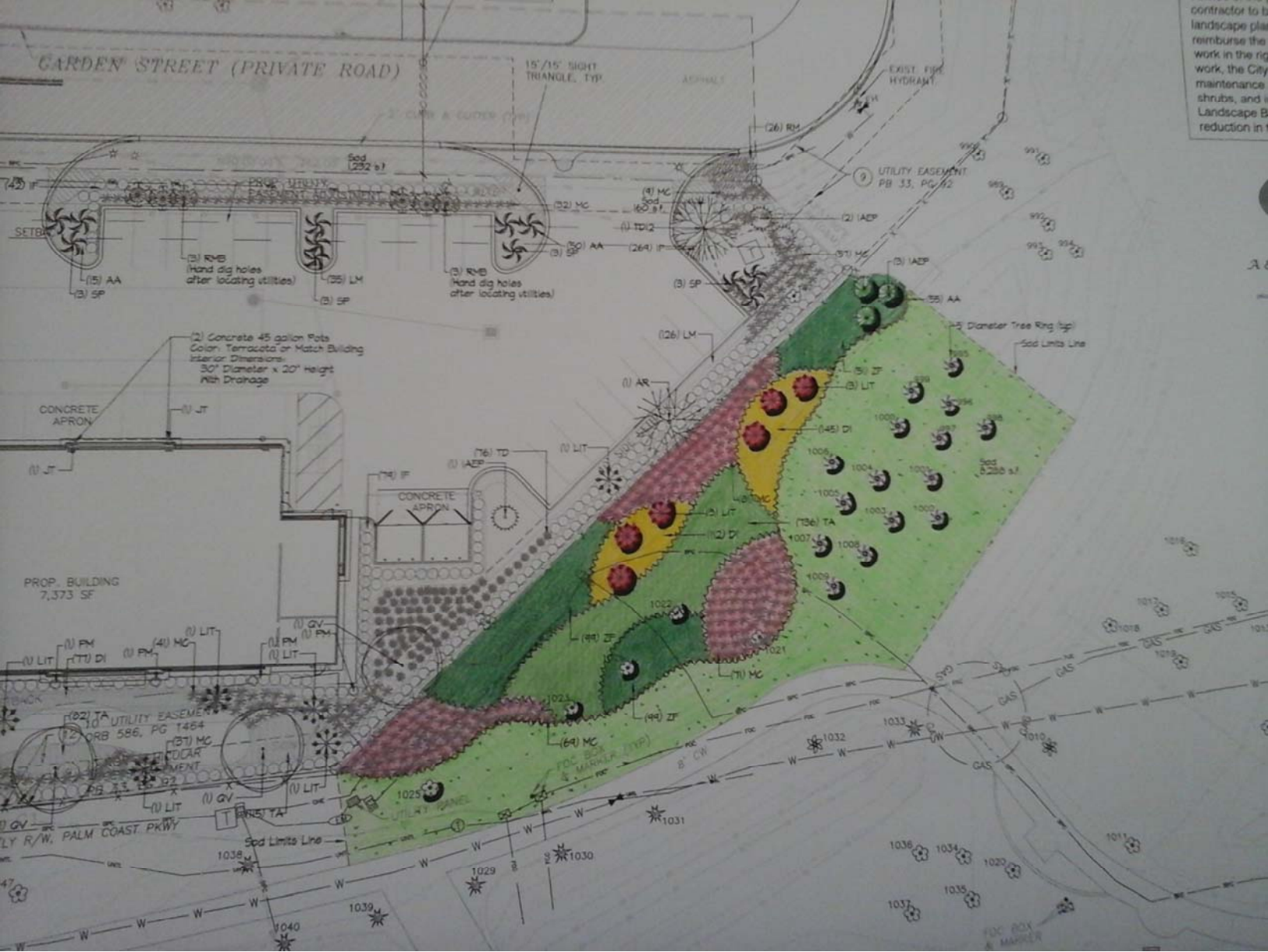
Irrigation Systems: The CITY shall be responsible for the entire irrigation system. Irrigation systems including, but not limited to, all heads, pipes, valves and controllers shall be thoroughly inspected monthly or at the first sign of turf or shrub distress. Heads shall be inspected at each mowing and any necessary repairs made immediately. Monthly inspections shall include firing all zones for the purpose of flushing and adjusting heads to provide for maximum coverage and efficiency. All personnel shall accomplish visual inspections on a continual basis during the day-to-day maintenance operation; this shall include observing for dry areas, washouts, missing or broken heads, etc. The CITY shall be responsible for monitoring for overuse of water and shall repair and reset as needed. The CITY is required to monitor and minimize overspray of irrigation heads onto paved surfaces (concrete/asphalt). Controllers shall be set by a qualified member of the CITY staff according to design specifications and current weather conditions in compliance with all applicable local, State and Federal regulations.

The CITY shall repair/replace any irrigation parts that fail or are damaged on an as-needed basis.

## **MAINTENANCE OF TRAFFIC FOR LANDSCAPE AND IRRIGATION MAINTENANCE OPERATIONS**

All landscape installation and maintenance activities undertaken by **AGENCY** shall be in accordance with the Maintenance of Traffic Plan(s) included as part of the landscape plans (**Exhibit "B"**) referred to in paragraph #1 of the Landscape Construction and Maintenance Memorandum of Agreement and Florida Administrative Code Rule 14-40.003.

contractor to  
landscape plan  
reimburse the  
work in the rig  
work, the City  
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Landscape B  
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TRANSMITTAL LETTER

10/16/17

Mr. Rick Grooms

Maintenance Project Manager II

Florida Department of Transportation

719 South Woodland Boulevard MS-510

Deland, FL 32720

Re: Landscape Plans for I-95/Palm Coast Parkway Interchange

Dear Rick,

Please see the attached checklist and plans for the landscape and irrigation project that we discussed that is part of the approval of a Discount Tire Store that will be constructed adjacent to the northwest quadrant of the above referenced interchange here in Palm Coast. I know that we will need to execute a Landscape Construction and Maintenance Memorandum of Agreement and have approved by our City Council before this work can be started. I wanted to get the plans approved prior to doing that so I could take an approved set of plans to our City Council with the request for the resolution. If you have any questions or I need to go through someone other than you for the plans approval, please let me know. Thanks.

Sincerely yours,

Bill Butler, RLA, ASLA

Landscape Architect

Cc: Bill Hoover, Senior Planner

Ray Tyner, Planning Manager

## Landscape Plans Review Submittal Checklist

At a minimum, the following information must be provided with landscape plans submitted for review:

1. Drawings are signed and sealed by a Florida registered landscape architect.
2. Posted speed and design speeds are noted on the plans.
3. Beginning and ending mileposts are provided.
4. The right-of-way limits are clearly shown and labeled on the plans.
5. All above ground and below ground utilities are shown.
6. The latest design standards, specifically indexes 546, 600 and 700 have been addressed and all sight lines are shown.
7. All billboards within 1000' of the project are shown and the 500' view corridor is clearly delineated. *N/A*
8. Plant material locations are shown and container sizes are specified.
9. Plant material installation details are provided.
10. If an irrigation system is to be installed, a complete set of irrigation plans and details are provided. (including water supply and power source)
11. Plans have been coordinated with other disciplines working on the project and all conflicts have been resolved.



# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department</b> UTILITY	<b>Amount</b>
<b>Item Key</b>	<b>Account</b> #54019082-034000-55235
<b>Subject</b> RESOLUTION 2017-XX APPROVING CONTRACTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE, INC. FOR PEP TANK INSTALLATION AND REPLACEMENT SERVICES.	
<b>Background :</b> <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> The City of Palm Coast requires the services of contractors to assist utility staff with the installation of new PEP tanks and the installation of replacement PEP tanks. City staff advertised and solicited bids for PEP tank installation and replacement services in accordance with the City's Purchasing Policy. The City received two (2) bids with both bidders deemed to be responsible and responsive. The notice of intent to award and project bid overview are attached.  Staff recommends City Council approve contracts with G.E.M. Stone Contractors Inc. and S.E. Cline, Inc. for PEP tank installation and replacement services. This service will be provided on an "as needed basis" when the demand for tanks exceeds available in-house resources. The installation services provided would be based on bid price submittals for the following three line items: (1) new PEP tank installation, (2) PEP tank replacement installation and (3) dewatering, when required.  The Fiscal Year 2018 Budget includes available funding in the Utility Department budget to purchase these services. Anticipated expenditures under these contracts depend on the demand for PEP tank installations and replacements.	
<b>Recommended Action :</b> Adopt Resolution 2017-XX approving contracts for the installation of new and replacement PEP tanks to S.E. Cline Construction Inc. and G.E.M.Stone Contractors Inc.	

**RESOLUTION 2017-\_\_\_\_**  
**PEP TANK REPLACEMENTS AND INSTALLATIONS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PRICE AGREEMENT WITH S.E. CLINE CONSTRUCTION INC. AND G.E.M. STONE CONTRACTORS INC. FOR THE INSTALLATION AND REPLACEMENT OF PEP TANKS. AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, S.E. Cline Construction Inc. and G.E.M. Stone Contractors Inc. has expressed a desire to provide equipment and labor to replace failed existing pep tanks and installation of new pep tanks to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreement for the above referenced services from S.E. Cline Construction Inc. and G.E.M. Stone Contractors Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. APPROVAL OF PRICE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Price Agreement relating to the replacement of existing pep tanks and installation of new pep tanks from S.E. Cline Construction Inc. and G.E.M. Stone Contractors Inc. which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 12th day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

Attachment:

Exhibit "A" – Price Agreement with S.E. Cline Construction Inc. and G.E.M. Stone Contractors Inc.



# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-11, Installation of new and replacement PEP Tanks

**Date:** December 4, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on November 7, 2016

Firm	Bid Installation
<b>GEM Stone Contractors, Inc.</b> Bunnell, FL	\$2,150.00
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$2,750.00

Firm	Bid Replacement
<b>GEM Stone Contractors, Inc.</b> Bunnell, FL	\$3,150.00
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$3,100.00

Firm	Bid Dewatering
<b>GEM Stone Contractors, Inc.</b> Bunnell, FL	\$450.00
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$750.00

Firm	Bid Combined
<b>GEM Stone Contractors, Inc.</b> Bunnell, FL	\$5,750.00
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$6,600.00



The intent of the City of Palm Coast is to award ITB-UT-18-11 to GEM Stone Contractors, Inc. and S.E. Cline, Inc.

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfa1gout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

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# ITB-UT-18-11 - Installation of new and replacement of existing PEP Tanks

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	ITB-UT-18-11
<b>Project Name</b>	Installation of new and replacement of existing PEP Tanks
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	ITB
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	The City of Palm Coast intends to purchase services on an “as needed basis”, for the installation of new PEP tanks and the installation of replacement PEP tanks. The installation services provided would be based on bid price submittals for the following three (3) line items: 1. New PEP tank installation 2. PEP tank replacement installation 3. Price for dewatering (when required)
<b>Open Date</b>	Nov 01, 2017 8:00 AM EDT
<b>Close Date</b>	Nov 30, 2017 2:00 PM EST

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>S.E. Cline Construction, Inc.</b>		<b>87.31 pts</b>
<b>G.E.M. Stone Contractors Inc.</b>		<b>100 pts</b>





## Seal status

Requested Information	Unsealed on	Unsealed by
FORMS	Nov 30, 2017 2:05 PM EST	Jesse Scott
License	Nov 30, 2017 2:06 PM EST	Jesse Scott
Letters of Experience	Nov 30, 2017 2:06 PM EST	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Danny Ashburn	Dec 01, 2017 9:42 AM EST	No
Jesse Scott	Nov 30, 2017 2:07 PM EST	No



## Project Criteria

Criteria	Points	Description
Form C Pricing	100 pts	Pricing listed on Form C
Forms	Pass/Fail	Forms A-D, 1-10
License	Pass/Fail	License Provided
Letters of Experience	Pass/Fail	Experience demonstrated
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Form C Pricing</b>	<b>Forms</b>	<b>License</b>	<b>Letters of Experience</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
G.E.M. Stone Contractors Inc.	100 pts	100 pts (\$2,925.00)	Pass	Pass	Pass
S.E. Cline Construction, Inc.	87.31 pts	87.31 pts (\$3,350.00)	Pass	Pass	Pass

# City of Palm Coast, Florida Agenda Item

Agenda Date : 12-19-17

<b>Department</b> PUBLIC WORKS <b>Item Key</b>	<b>Amount</b> <b>Account</b> 65010071-052002 <b>#</b>															
<b>Subject</b> RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH PORT CONSOLIDATED, INC., TO PURCHASE FUEL PRODUCTS																
<p><b>Background :</b>  <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>            This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>            The Public Works Department uses fuel products (unleaded fuel, marine fuel, on and off road diesel, diesel exhaust fluid, lube oils, and grease) for the City's vehicles and equipment. The City currently piggybacks the Lake County contract with Port Consolidated, Inc., to purchase fuel products.</p> <p>City staff is recommending that City Council approve piggybacking the Lake County contract with Port Consolidated, Inc., that has been extended to December 31, 2018 to continue to purchase fuel products. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally more competitive than the price we would obtain on our own. Furthermore, the City does not have to incur the expense and delay of soliciting our own bid.</p> <p>Since the underlying contract is a price agreement, City staff will purchase fuel products on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 budget includes \$734,374.00 within the Fleet Management budget for fuel products. City staff estimates that the City will expend a total of \$150,000.00 annually under this piggyback.</p> <p>The contracted price for fuel is based on a complex formula that changes daily and below what consumers pay at the pump. As an example, the City recently last paid \$2.22 for diesel based on this formula (12/4/2017).</p>																
<p>SOURCE OF FUNDS WORKSHEET FY 2018</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Fleet Management Fund 65010071-052002 (Fuel Purchase)</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">734,374.00</td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">519,378.51</td> </tr> <tr> <td>Pending Work Orders/Contracts</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Current Work Order</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">150,000.00</td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">64,995.49</td> </tr> </table>		Fleet Management Fund 65010071-052002 (Fuel Purchase)	\$	734,374.00	Total Expenses/Encumbered to date	\$	519,378.51	Pending Work Orders/Contracts	\$	0.00	Current Work Order	\$	150,000.00	Balance	\$	64,995.49
Fleet Management Fund 65010071-052002 (Fuel Purchase)	\$	734,374.00														
Total Expenses/Encumbered to date	\$	519,378.51														
Pending Work Orders/Contracts	\$	0.00														
Current Work Order	\$	150,000.00														
Balance	\$	64,995.49														
<p><b>Recommended Action :</b></p> <p>Adopt Resolution 2017-XX approving piggybacking the Lake County Contract with Port Consolidated, Inc., to purchase fuel products.</p>																



**RESOLUTION 2017-XX  
PIGGYBACKING LAKE COUNTY CONTRACT #14-0618 WITH PORT  
CONSOLIDATED, INC. FOR VARIOUS FUEL PRODUCTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACK LAKE COUNTY CONTRACT #14-0618 WITH PORT CONSOLIDATED, INC. FOR FUEL PRODUCTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Port Consolidated, Inc. has expressed a desire to provide fuel products to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase the above referenced products from Port Consolidated.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Contract #14-0618 relating to the purchase of fuel products from Port Consolidated, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 12<sup>th</sup> day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Piggyback Lake County Contract #14-0618 with Port Consolidated, Inc.

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

October 5, 2017

Lea Canalejo  
Contract Manager  
Port Consolidated  
5007 Denver Street  
Tampa, FL 33619

**RE: Engagement Letter Authorizing Piggyback  
Fuel products**

	Contract Name
<b>14-0618</b>	Contract Reference

Dear Lea Canalejo,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)





## Engagement Letter Authorizing Piggyback Fuel products

Contract Name  
**14-0618**  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Port Consolidated

DocuSigned by:  
*Lea Canalejo*  
1EABCFAF895D4BC...

\_\_\_\_\_  
Signature

Lea Canalejo

\_\_\_\_\_  
Print Name

Oct 6, 2017 | 6:18 AM PDT

\_\_\_\_\_  
Date

In Process



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Port Consolidated  
Project Name: Fuel products  
Bid/Reference # 14-0618  
Contract Type: Piggyback

Contract Value \$ 201000.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 1

If Yes, # and length of renewals: 1

Renewable (Y/N): Y

City's Project Manager Roger Lachance

**Brief Description/Purpose:**

To utilize the pricing on the Lake County contract with Port Consolidated for various fuel products.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

ASED Director \_\_\_\_\_

Date: \_\_\_\_\_

City Manager \_\_\_\_\_

Date: \_\_\_\_\_



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

<p>1. Modification No.: 6 Effective Date: January 1, 2018</p>	<p>2. Contract No.: 14-0618 Effective Date: June 1, 2014</p>
<p>3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address:  Port Consolidated Inc. 5007 Denver Street Tampa FL 33619  Attn: N. Michael Griffith, V.P.</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:  Modification to renew the contract for one (1) additional year expiring on December 31, 2018.</p>	
<p>8. Contractor's Signature <b>REQUIRED</b> Name: <u>Naelma G</u> Title: <u>VICE PRESIDENT</u> Date: <u>8/9/18</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>8-9-2017</u> Date</p>
<p>10. Distribution:  Original – Bid/Contract File Copy – Vendor, Department, P.O.O.L.</p>	

In Process

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department</b> UTILITY	<b>Amount</b> \$ 65,000.00							
<b>Item Key</b>	<b>Account</b> # 54019084-052030							
<b>Subject</b> RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC. FOR THE PURCHASE OF MICRO C FOR WASTEWATER TREATMENT PLANT 2.								
<p><b>Background :</b>  <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>          This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b>          The Wastewater Treatment Division is seeking to piggyback the contract from The City of Ormond Beach to purchase Micro C for the biological process for Wastewater Treatment Plant 2 located at 400 Peavey Grade. This chemical is used as a supplementary carbon source necessary to regulate the carbonaceous biochemical oxygen demand (CBOD) in the plant process to meet permit limits. Funds for this purchase are in the 2018 Wastewater Treatment Plant 2 operating budget under chemicals.</p> <p><b>SOURCE OF FUNDS WORK SHEET FY 2018</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Utility Fund Account # 54019084-052030</td> <td style="text-align: right;"><b>\$154,961.00</b></td> </tr> <tr> <td>Purchase Amount</td> <td style="text-align: right;">65,000.00</td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">89,961.00</td> </tr> </table>			Utility Fund Account # 54019084-052030	<b>\$154,961.00</b>	Purchase Amount	65,000.00	Balance	89,961.00
Utility Fund Account # 54019084-052030	<b>\$154,961.00</b>							
Purchase Amount	65,000.00							
Balance	89,961.00							
<p><b>Recommended Action :</b>          Adopt Resolution 2017-XX approving piggybacking City of Ormond Beach contract with Environmental Operating Solutions Inc., to purchase Micro C for Wastewater Treatment Plant 2.</p>								

**RESOLUTION 2017-\_\_\_\_**  
**PIGGYBACK THE CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS, INC., TO PURCHASE MICRO C SUPPLEMENTAL CARBON SOURCE FOR WASTEWATER TREATMENT PLANT # 2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase Micro C Supplemental Carbon Source from Environmental Operating Solutions Inc.

**WHEREAS**, Environmental Operating Solutions, Inc., desires to sell the aforementioned Micro C product to the City of Palm Coast.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract with the City of Ormond Beach as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 12<sup>th</sup> day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A-Piggyback Contract with Port Consolidated

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

November 14, 2017

Maurice Gutierrez  
Senior VP of Sales and Marketing  
Environmental Operating Solutions Inc. / Micro - c  
160 MacArthur Blvd., Suite 6  
Bourne, MA 02532

**RE: Engagement Letter Authorizing Piggyback  
Various chemicals for the Water and Wastewater treatment**

<b>Plants 2017-24</b>	Contract Name
	Contract Reference

Dear Maurice Gutierrez,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

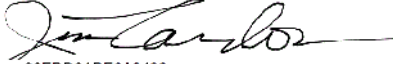
Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback  
Various chemicals for the Water and Wastewater treatment Plants**

Contract Name  
**2017-24**  
Contract Reference

**CITY OF PALM COAST**

DocuSigned by:  
  
28EDD2ABE8A8496...

Signature

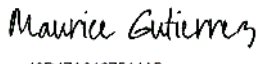
Jim Landon

Print Name

Nov 17, 2017 | 4:13 AM PST

Date

Environmental Operating Solutions Inc. / Micro - c

DocuSigned by:  
  
40D47A0187514AB...

Signature

Maurice Gutierrez

Print Name

Nov 15, 2017 | 2:46 AM PST

Date





### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Environmental Operating Solutions Inc. / Micro - c

Project Name: Various chemicals for the Water and Wastewater treatment Plants

Bid/Reference # 2017-24

Contract Type: Piggyback

Contract Value \$ 2500.00

Resolution # N/A

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 09/19/2018

If Yes, # and length of renewals: 1

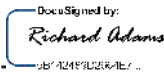
Renewable (Y/N): Y

City's Project Manager Danny Ashburn

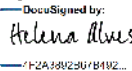
**Brief Description/Purpose:**

To utilize the pricing on the City of Ormond Beach's contract with Environmental Operating Solutions / Mirco-C to purchase a supplemental carbon source.

**Approvals:**

Responsible Dept. Director 

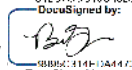
Date: Nov 16, 2017 | 6:58 AM

City Finance 

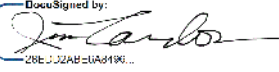
Date: Nov 16, 2017 | 5:08 AM

City Attorney 

Date: Nov 15, 2017 | 10:01 AM

ASED Director 

Date: Nov 15, 2017 | 3:38 PM

City Manager 

Date: Nov 17, 2017 | 4:13 AM

**RESOLUTION NO. 2017-189**

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF VARIOUS CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS, UNDER BID NO. 2017-24; WAIVING CERTAIN MINIMUM INSURANCE REQUIREMENTS; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, the City advertised for bids (Bid No. 2017-24) for the provision of various chemicals to treat water and wastewater at the City's water and wastewater treatment plants pursuant to section 2-300, *Code of Ordinances*, and

**WHEREAS**, the bid specifications, as well as section 2-300(a)(7), *Code of Ordinances*, reserve to the City the right to accept bids and award contracts to the lowest responsive and responsible bidders, and

**WHEREAS**, the appropriate City staff members have reviewed the bids for the various chemicals: aluminum sulfate from Chemtrade Chemicals US, LLC, at a cost of \$.4788 per gallon; anhydrous ammonia from Airgas Specialty at a cost of \$.72 per pound; scale inhibitor from American Water Chemicals, Inc., at a cost of \$6.20 per gallon; calcium hypochlorite from Brenntag Mid-South at a cost of \$1.71 per pound; caustic soda from Brenntag Mid-South, at a cost of \$627.69 per ton; corrosion inhibitor from Shannon Chemical at a cost of \$1,047.47 per tote; dewatering polymer from Polydyne, Inc., at a cost of \$2,254 per tote; sodium bisulfite from Southern Ionics, Inc., at a cost of \$1.11 per gallon; sodium hypochlorite from Odyssey Manufacturing Co., at a cost of \$.528 per gallon; quicklime from Carmeuse Lime & Stone at a cost of \$216.98 per ton; solid anionic polymer from Polydyne, Inc., at a cost of \$1.58 per pound; liquid carbon dioxide from Praxair, Inc., at a cost of \$.11 per pound; supplemental carbon source

from Environmental Operating Solutions., at a cost of \$1.79 per gallon; and have determined that the bids are the lowest responsive and responsible bids and that the best interests of the public health, safety, and welfare of the citizens of the City of Ormond Beach will be best served by accepting the various bids, and

**WHEREAS**, section 2-315, *Code of Ordinances*, provides that the city commission may waive minimum insurance requirements for good cause, and

**WHEREAS**, Carmeuse Lime & Stone was the only bidder for quicklime and given the limited options and the critical nature of this chemical needed at the City's water and wastewater treatment plants, the city commission hereby waives that part of the City's minimum insurance requirements that requires general liability insurance be provided on an occurrence basis, thereby allowing said insurance to be provided on a claims made basis, and

**WHEREAS**, the City Commission concurs in the said determination, and

**WHEREAS**, the City Manager has certified that the money for the purchase of the said chemicals is in the depository to the credit of the Water and Wastewater (401) Fund and is not appropriated for any other purpose, now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:**

**SECTION ONE.** The City Commission hereby finds that good cause has been provided in support of a limited waiver from the City's minimum general liability insurance requirements with respect to Carmeuse Lime & Stone thereby allowing said coverage to be provided on a claims made basis.

**SECTION TWO.** The City Manager or her designee is hereby authorized and directed

to execute contracts and/or issue purchase orders, as the case may be, for the purchase of the following chemicals under bid 2017-24 at the aforelisted costs, and to pay the costs therefor from the Water and Wastewater (401) Fund, to-wit:

- |     |                            |                                     |                         |
|-----|----------------------------|-------------------------------------|-------------------------|
| (a) | aluminum sulfate           | - Chemtrade Chemicals US, LLC       | - \$ .4788 per gallon;  |
| (b) | anhydrous ammonia          | - Airgas Specialty                  | - \$ .72 per pound;     |
| (c) | scale inhibitor            | - American Water Chemicals, Inc.    | - \$ 6.20 per gallon;   |
| (d) | calcium hypochlorite       | - Brenntag Mid-South                | - \$ 1.71 per pound;    |
| (e) | caustic soda               | - Brenntag Mid-South                | - \$ 627.69 per ton;    |
| (f) | corrosion inhibitor        | - Shannon Chemical                  | - \$ 1,047.47 per tote; |
| (g) | dewatering polymer         | - Polydyne, Inc.                    | - \$ 2,254.00 per tote; |
| (h) | liquid carbon dioxide      | - Praxair, Inc.                     | - \$ .11 per pound;     |
| (i) | quicklime                  | - Carmeuse Lime & Stone             | - \$ 216.98 per ton;    |
| (j) | sodium bisulfite           | - Southern Ionics, Inc.             | - \$ 1.11 per gallon;   |
| (k) | sodium hypochlorite        | - Odyssey Manufacturing Co.         | - \$ .528 per gallon;   |
| (l) | solid anionic polymer      | - Polydyne, Inc.                    | - \$ 1.58 per pound;    |
| (m) | supplemental carbon source | - Environmental Operating Solutions | - \$ 1.79 per gallon;   |

subject to the express condition as provided within the bid specifications that the City reserves the right in its sole and absolute discretion to purchase chemicals from the best available source in the event any of the aforestated suppliers are unable to supply its respective chemical; and subject to the further condition that the awards provided herein shall not impair any existing contract with any other chemical supplier for the purchase of any of the aforestated chemicals.


**SECTION THREE.** All other bids relative to the aforesated chemicals shall be deemed rejected upon the execution of purchase orders with the above-named vendors.

**SECTION FOUR.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED this 19<sup>th</sup> day of September, 2017.**

  
\_\_\_\_\_  
**BILL PARTINGTON**  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
**J. SCOTT McKEE**  
City Clerk



# CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

## **CITY MANAGER MEMORANDUM**

**To:** The Honorable Mayor Partington and City Commissioners

**Through:** Joyce A. Shanahan, City Manager

**From:** Dave Ponitz, Utilities Manager

**Date:** September 19, 2017

**Subject:** Award of Chemicals for Water-Wastewater Facilities

**Commission Goal:** N/A

### **Introduction**

This is a request to award a bid to successful vendor suppliers of chemicals used in the treatment processes at the City's Water and Wastewater Treatment Facilities.

### **Background**

The City's Water and Wastewater Utilities Division is required to prepare bid specifications and contract conditions for chemicals delivered and utilized annually at the City's water and wastewater treatment facilities. As in the past, these contracts have been prepared by in-house staff and advertised at the discretion of the Utilities Manager.

Staff prepared the bid documents for advertisement of the City's unique procurement conditions, chemical specifications, and insurance provisions for the types and quantities of products necessary for compliant plant operations. The bid documents specify a one year agreement with an automatic renewal provision for two additional years.

Staff reviewed the bid submittal information and identified the lowest responsive bidder as meeting the requirements of the specifications for the chemicals listed. The table below illustrates the chemical name, supplier recommended for award, unit prices for previous and current fiscal year and estimated cost based upon annual chemical use projections.

<b><i>Chemical</i></b>	<b><i>Supplier</i></b>	<b><i>FY 16-17 Price</i></b>	<b><i>FY 17-18 Price</i></b>	<b><i>Estimated Annual Cost</i></b>
Anhydrous Ammonia (lb)	Airgas Specialty	\$0.72	\$0.72	\$12,600

	Products, Inc.			
Calcium Hypochlorite (lb)	Brenntag Mid-South	\$1.14	\$1.71	\$1,700
Caustic Soda (ton)	Brenntag Mid-South	\$591.80	\$627.69	\$3,800
Corrosion Inhibitor (tote)	Shannon Chemical	\$1,096.12	\$1,047.47	\$18,200
Dewatering Polymer (tote)	Polydyne, Inc.	\$2,254.00	\$2,254.00	\$90,200
Hydrofluosilicic Acid (ton)	No Bids	\$560.00		\$24,000
Aluminum Sulfate (gal)	Chemtrade Chemicals US LLC	\$0.459	\$0.4788	\$37,100
Scale Inhibitor (gal)	American Water Chemical	\$4.55	\$6.20	\$7,800
Sodium Bisulfite (gal)	Southern Ionics, Inc.	\$1.255	\$1.11	\$20,000
Sodium Hypochlorite (gal)	Odyssey	\$0.504	\$0.528	\$81,800
Quicklime (ton)	Carmeuse Lime & Stone	\$184.86	\$216.98	\$195,000
Solar Salt (ton)	No Bids	\$200.00		\$45,000
Solid Anionic Polymer (lb)	Polydyne, Inc.	\$1.58	\$1.58	\$5,100
Liquid Carbon Dioxide (lb)	Praxair, Inc.	\$0.0945	\$0.11	\$19,300
Supplemental Carbon Source (gal)	Environmental Operating Solutions	\$2.09	\$1.79	\$24,100
<b>Estimated Annual Cost Associated with Bid Award</b>				<b>\$585,700</b>

## Discussion

### **Caustic Soda**

During the bid process, Harcros submitted bid prices for several chemicals, although they failed to submit a bid bond as required by the specifications. Their bid price provided for caustic soda (\$610.00) was lower than all others, but is determined to be non-responsive as no bid bond was provided. Staff subsequently recommends award to next lowest bidder, Brenntag Mid-South, for caustic soda (\$627.69).

### **Solid Anionic Polymer**

The vendor providing the lowest bid pricing for solid anionic polymer, Nalco, at \$1.48 per pound, did not test the product at the water plant as required by the specifications to verify that the product will perform satisfactorily under field conditions. Because there is

no field data to verify the effectiveness of that product, staff recommends that Polydyne be selected as the responsible low bidder for the solid anionic polymer product at \$1.58 per pound. The Polydyne polymer product has been used at the water plant for years and its effectiveness is well documented.

### ***Supplemental Carbon Source***

The vendor providing the lowest bid pricing for the supplemental carbon source, Momar, at \$1.74 per gallon, submitted a product that did not conform to the specifications. The product submitted by Environmental Operating Solutions met the requirements of the specifications. Staff considers Environmental Operating Solutions (EOS) to be the responsible low bidder at \$1.79 per gallon and recommends contract award to EOS for supplemental carbon source procurement.

### ***Anhydrous Ammonia***

The vendor providing the lowest bid pricing for anhydrous ammonia, Tanner Industries at \$0.695 per gallon, submitted insurance documents that do not conform to the City's requirements. The vendor providing the 2<sup>nd</sup> lowest bid pricing for anhydrous ammonia, Airgas Specialty Products at \$0.72 per gallon, submitted insurance documents conforming to the City's requirements. Staff subsequently recommends award to Airgas Specialty Products. The estimated annual cost difference resulting from award to the 2<sup>nd</sup> low bidder is approximately \$400.

### ***Calcium Hypochlorite***

The vendor providing the lowest bid pricing for calcium hypochlorite, Allied Universal Corp. at \$1.19 per gallon, submitted insurance documents that do not conform to the City's requirements. The vendor providing the 2<sup>nd</sup> lowest bid pricing for calcium hypochlorite, Brenntag Mid-South at \$1.71 per gallon, submitted insurance documents conforming to the City's requirements. Staff subsequently recommends award to Brenntag Mid-South. The estimated annual cost difference resulting from award to the 2<sup>nd</sup> low bidder is approximately \$500.

### ***Sodium Hypochlorite***

The vendor providing the lowest bid pricing for sodium hypochlorite, Allied Universal Corp. at \$0.497 per gallon, submitted insurance documents that do not conform to the City's requirements. The vendor providing the 2<sup>nd</sup> lowest bid pricing for sodium hypochlorite, Odyssey at \$0.528 per gallon, submitted insurance documents conforming to the City's requirements. Staff subsequently recommends award to Odyssey. The estimated annual cost difference resulting from award to the 2<sup>nd</sup> low bidder is approximately \$4,800.

### ***Solar Salt***

Solar salt is presently being provided by Univar USA, Inc. under a multi-year contract awarded under Resolution No. 2016-152 on November 1, 2016. This contract is a one year contract with a provision for automatic renewals for two additional years. No additional bids were received for solar salt and the existing contract with Univar USA, Inc. shall remain in effect.



***Hydrofluosilicic acid***

No bids were received for hydrofluosilicic acid (HFS). Staff has subsequently requested and received three (3) quotations from various HFS vendors and intends to issue a purchase order to the vendor found to provide the lowest and most responsive proposal, in accordance with City procurement standards and allowable staff purchasing thresholds. This purchase will appear as a separate item on this agenda.

**Budget Impact**

The bid award reflects the per unit price of each chemical. The annual operating budget for fiscal year 2017-18 for all chemicals anticipated for use at the City's water and wastewater treatment facilities is \$580,000, which is sufficient for funding the purchase of chemicals noted above.

**Citizen Impact**

Regulatory standards require certain chemicals be utilized to perform and enhance processes used for proper and reliable treatment of wastewater and potable water. The public advertisement and eventual award of services to the most responsive bidder ensures vendors supplying essential products meet the City's qualifications standards and pricing obtained is competitively based.

**Recommendation**

It is recommended that the Commission approve the award for the purchase of chemicals as listed above for one year with an automatic renewal provision for an additional two years on a unit price basis.

**Attachments:**

- 17-189 Award Bid for Chemicals (P17-0158G) (PDF)
- 2017-24 Addendum No 1 revised (PDF)
- Addendum No 2 (DOCX)
- Addendum No 3 (DOCX)
- 2017-24 American Water Chemicals (PDF)
- 2017-24 Brenntag Mid South (PDF)
- 2017-24 Chemtrade (PDF)
- 2017-24 Polydyne (PDF)
- 2017-24 Praxair (PDF)
- 2017-24 Shannon Chemical (PDF)
- 2017-24 Southern Ionics' (PDF)
- 2017-24-CARAMEUSE Quicklime (PDF)
- 2017 - 24 Environmental Operating Solutions (PDF)
- 2017-24 Odyssey (PDF)

- 2017-24 Airgas Bid with Liability and Insurance Changes (PDF)
- Odyssey Cert of Insur(PDF)
- 2017-24 Bid Tab Combined (PDF)

**REVIEWED BY:**

  
Kelly McGuire, Finance Director 8/30/2017

  
Claire Whitley, Acting Assistant City Manager 8/31/2017

**APPROVED BY:**

  
Joyce A. Shanahan, City Manager 9/14/2017

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/19/2017

<b>Department Item Key</b>	ADMINISTRATIVE SERVICES	<b>Amount Account #</b>	\$48,000 Various
<b>Subject</b>	RESOLUTION 2017-XX APPROVING PIGGYBACKING LEE COUNTY CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC. TO PURCHASE VARIOUS OFFICE SUPPLIES		
<b>Background:</b>	<p><b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b></p> <p>On an as-needed basis, City staff need to purchase various office supplies. The City of Palm Coast currently utilizes a piggybacked Lee County Contract (# RFP140256), which is set to expire January 3, 2018. The underlying piggybacked contract has been renewed by Lee County through January 3, 2019.</p> <p>City staff is recommending that City Council approve piggybacking the renewed Lee County's Contract (# RFP140256) with Staples Contract &amp; Commercial, Inc. through January 3, 2019. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the underlying contract is a price agreement, City staff will purchase items on an as – needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes available funding in the City's individual department budgets to purchase office supplies. City staff estimate that the City will expend approximately \$48,000 annually under this piggyback contract.</p>		
<b>Recommended Action:</b>	Adopt Resolution 2017-XX approving piggybacking Lee County Contract with Staples Contract & Commercial, Inc. to purchase various office supplies.		

**RESOLUTION 2017 - \_\_\_\_\_**  
**PIGGYBACK LEE COUNTY CONTRACT WITH STAPLES CONTRACT AND  
COMMERCIAL, INC. STAPLES FOR OFFICE SUPPLIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC., FOR THE PURCHASE OF OFFICE SUPPLIES CITY-WIDE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast purchases office supplies City-wide as needed;  
and

**WHEREAS**, Lee County has Contract #RFP140256 with Staples Contract & Commercial, Inc., for office supplies; and

**WHEREAS**, the City of Palm Coast desires to piggyback the above referenced contract for the purchase of office supplies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves piggybacking the Lee County Contract #RFP140256 with Staples Contract & Commercial, Inc., to purchase office supplies, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: – Exhibit A –Piggyback Contract between Lee County Contract #RFP140256 and Staples Contract & Commercial, Inc.

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

November 14, 2017

Cindy Carroll  
Commercial Contract Representative  
Staples Contract & Commercial Inc.  
12730 Commonwealth Drive Suite 9  
Fort Myers, FL 33913

**RE: Engagement Letter Authorizing Piggyback  
Office Supplies**

\_\_\_\_\_  
Contract Name  
**RFP140256**  
\_\_\_\_\_  
Contract Reference

Dear Cindy Carroll,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



## Engagement Letter Authorizing Piggyback Office Supplies

\_\_\_\_\_  
Contract Name  
**RFP140256**  
\_\_\_\_\_  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Staples Contract & Commercial Inc.

\_\_\_\_\_  
DocuSigned by:  
*Cindy Carroll*  
F887784E1B76445...

\_\_\_\_\_  
Signature

Cindy Carroll

\_\_\_\_\_  
Print Name

Nov 19, 2017 | 8:22 AM PST

\_\_\_\_\_  
Date

In Progress



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Staples Contract & Commercial Inc.

Project Name: Office Supplies

Bid/Reference # RFP140256

Contract Type: Piggyback

Contract Value \$ 48000.00

Resolution # \_\_\_\_\_ City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 01/03/2019

Renewable (Y/N): Y If Yes, # and length of renewals: 1

City's Project Manager Lina Williams

**Brief Description/Purpose:**

To utilize the pricing on the Lee County Contract with Staples to purchase office supplies.

\_\_\_\_\_

\_\_\_\_\_

**Approvals:**

Responsible Dept. Director \_\_\_\_\_ Date: \_\_\_\_\_

City Finance \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney \_\_\_\_\_ Date: \_\_\_\_\_

ASED Director \_\_\_\_\_ Date: \_\_\_\_\_

City Manager \_\_\_\_\_ Date: \_\_\_\_\_



## CONTRACT SUMMARY INFORMATION

SUMMARY: THIS IS AN ANNUAL FOR QUOTE FOR THE PURCHASE OF OFFICE SUPPLIES ON A COUNTY-WIDE BASIS.

Purchase is made in accordance with the terms and conditions of Lee County Solicitation # RFP140256.

Solicitation No.: RFP140256  
Project Title: ANNUAL PURCHASE OF OFFICE SUPPLIES  
Procurement Analyst: MARY PATTERSON  
Start Date: 1/4/15  
Expiration Date: 1/3/19 **Extended 3 times**  
Board Date: 8/19/2014  
Blue Sheet No.: 20140425  
Term: 1 YEAR  
Renewal Options: 4 ADDITIONAL 1 YEAR PERIODS  
Address Book No.: 379926  
Awarded Vendor: STAPLES CONTRACT & COMMERCIAL, INC.  
Contact Person: CINDY CARROLL  
Phone No.: 239-561-3952  
Fax No.: 239-561-3948  
Email Address: [Cindy.Carroll@Staples.com](mailto:Cindy.Carroll@Staples.com)  
Cell Phone/Pager No.: N/A  
Local Business Tax No.: 9704607

Notes: Website address - [www.staplesadvantage.com](http://www.staplesadvantage.com)



**BOARD OF COUNTY COMMISSIONERS**

October 23, 2017

John E. Manning  
*District One*

Cecil L. Pendergrass  
*District Two*

Larry Kiker  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Roger Desjarlais  
*County Manager*

Richard Wm. Wesch  
*County Attorney*

Donna Marie Collins  
*Hearing Examiner*

Mr. Wayne Hall  
Staples Contract & Commercial Inc.  
12730 Commonwealth Drive Suite 9  
Fort Myers, FL 33913

**SUBJECT:           Renewal of Annual Contract No. RFP140256  
Office Supplies**

Dear Mr. Hall:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 1/4/18 through 1/3/19.

We are hereby extending the annual contract for an additional one year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8881.

Sincerely,

DIVISION OF PROCUREMENT MANAGEMENT

*Jennifer Brewer-Dano*

Jennifer Brewer-Dano  
Contracts Analyst

C: Project File



BOARD OF COUNTY COMMISSIONERS

October 12, 2017

John E. Manning  
District One

Cecil L. Pendergrass  
District Two

Larry Kiker  
District Three

Brian Hamman  
District Four

Frank Mann  
District Five

Roger Desjarlais  
County Manager

Richard Wm. Wesch  
County Attorney

Donna Marie Collins  
Hearing Examiner

Mr. Wayne Hall  
Staples Contract & Commercial Inc.  
12730 Commonwealth Drive Suite 9  
Fort Myers, FL 33913

Subject: Renewal of Annual Contract No. RFP140256 Office Supplies

Dear Mr. Hall:

The above-referenced annual contract will expire on January 3, 2018 unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (1/4/2018 – 1/3/2019). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Jennifer Brewer-Dano, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email jbrewer-dano@leegov.com), within 15 calendar days from receipt.

a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

*As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.*

\_\_\_\_\_ b. I am not interested in extending this contract for an additional one-year period. Why? \_\_\_\_\_

**Vendor:** Staples Contract and Commercial. Inc. **Lee County:**

*Wayne Hall*

\_\_\_\_\_  
Signature

RVP Sales

\_\_\_\_\_  
Title

Oct 18, 2017

\_\_\_\_\_  
Date

*Jennifer Brewer-Dano*

\_\_\_\_\_  
Signature of Authorized Official

Procurement Management Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*10/20/17*

# City of Palm Coast, Florida Agenda Item

Agenda Date : 12/19/2017

<b>Department</b> ADMINISTRATION	<b>Amount</b> \$60,000.00
<b>Item Key</b>	<b>Account #</b> MULTIPLE
<b>Subject</b> RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF TUCSON, ARIZONA NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) WITH W.W. GRAINGER, INC., TO PURCHASE MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES	
<b>Background:</b> <b><u>UPDATE FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> This item was heard by City Council at their December 12, 2017 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE DECEMBER 12, 2017 WORKSHOP</u></b> In order to accomplish their normal duties and functions, multiple City departments need to purchase maintenance repair and operational supplies on an as-needed basis.  City Council previously approved piggybacking the City of Tucson, Arizona, National Intergovernmental Purchasing Alliance (NIPA): Maintenance, Repair and Operational (MRO) Supplies, RFP 141003 with W.W. Grainger, Inc., which expires 12/31/2017. The underlying contract was extended to 12/31/2018 and City staff are requested City Council approve piggybacking the extended agreement. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on our own and the City does not incur the expense and delay of soliciting our own bid.  Since the underlying contract is a price agreement, City staff will purchase items on an as – needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes available funding in multiple Departments/Divisions to purchase maintenance, repair and operational supplies. City staff estimates that City-wide we will expend a total of \$60,000 annually under this piggyback contract.	
<b>Recommended Action</b> : Adopt Resolution 2017-XX approving piggybacking of the City of Tucson, Arizona, National Intergovernmental Purchasing Alliance (NIPA) with W.W. Grainger, Inc., to purchase maintenance, repair and operational supplies.	

**RESOLUTION 2017-\_\_\_\_\_**

**EXTENSION OF THE PIGGYBACKING AGREEMENT WITH THE CITY OF TUCSON AND W.W. GRAINGER, INC., CONTRACT FOR MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE EXTENSION OF THE PIGGYBACKING AGREEMENT WITH THE CITY OF TUCSON CONTRACT WITH W.W. GRAINGER, INC., FOR THE PURCHASE OF MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES CITY-WIDE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast purchases maintenance, repair and operational supplies City-wide as needed; and

**WHEREAS**, the City of Tucson Contract #RFP141003 with W.W. Grainger, Inc., is for maintenance, repair and operational supplies; and

**WHEREAS**, the City of Palm Coast desires to extend piggybacking agreement of the above referenced contract for the purchase of maintenance, repair and operational supplies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the extension piggybacking agreement with the City of Tucson Contract #RFP- 1401003 with W.W. Grainger, Inc., dated March 7, 2017 for 12 months to purchase maintenance, repair and operational supplies, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall

be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19<sup>th</sup> day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: - Exhibit A - Piggyback the City of Tucson Contract #RFP141003 with W.W. Grainger, Inc.

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

November 22, 2017

Michael Sampson  
Sr. Governmental Sales Manager  
Grainger Industrial Supply  
100 Grainger Parkway  
Lake Forest, IL 60045

**RE: Engagement Letter Authorizing Piggyback  
Maintenance, repair and operations (MRO) supplies, parts,  
equipment materials and related services  
141003**  
Contract Reference

Dear Michael Sampson,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback  
Maintenance, repair and operations (MRO) supplies, parts,  
~~equipment materials and related services~~  
141003**

Contract Reference

**CITY OF PALM COAST**

Grainger Industrial Supply

\_\_\_\_\_  
Signature

DocuSigned by:  
*Kevin Sandt*  
C8819730FDB7486...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Kevin Sandt

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Nov 28, 2017 | 4:09 PM PST

\_\_\_\_\_  
Date

In Progress





### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Grainger Industrial Supply

Project Name: Maintenance, repair and operations (MRO) supplies, parts,  
equipment materials and related services

Bid/Reference # 141003

Contract Type: Piggyback

Contract Value \$ 43000

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 12/31/2018

If Yes, # and length of renewals: \_\_\_\_\_

Renewable (Y/N): N

City's Project Manager Lina Williams

**Brief Description/Purpose:**

To utilize the pricing on National IPA contract to purchase MRO supplies, parts, equipment,  
and materials from Grainger Industrial Supply

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

ASED Director \_\_\_\_\_

Date: \_\_\_\_\_

City Manager \_\_\_\_\_

Date: \_\_\_\_\_

# CONTRACT AMENDMENT

## CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4132/FAX: (520) 791-4735  
[Norma.Camacho@tucsonaz.gov](mailto:Norma.Camacho@tucsonaz.gov)  
ISSUE DATE: Tuesday, May 02, 2017

CONTRACT NO. 141003  
CONTRACT AMENDMENT NO: Five (5)  
Page 1 of 1  
NC/car  
CONTRACT OFFICER: NORMA CAMACHO

## Maintenance, Repair & Operation (MRO) Supplies, Parts, Equipment, Materials & Related Services

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): Renewal

Pursuant to Contract No. 141003, Special Terms and Conditions, paragraph 7, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of January 01, 2018 through December 31, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: GRAINGER

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 05/15/17  
Signature of person authorized to sign Date

Michael Sampson - Sr. Government Sales Manager

Name and Title (typed or printed legibly)

Grainger Industrial Supply  
Company Name

100 Grainger Parkway  
Address

michael.sampson@grainger.com  
Email Address

Lake Forest IL 60045  
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Michael Sampson - Sr. Government Sales Manager  
Name and Title (typed or printed legibly)

763-498-4318  
Phone Number

michael.sampson@grainger.com  
Email Address (typed or printed legibly)

CITY OF TUCSON: \_\_\_\_\_

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 16<sup>th</sup> DAY OF May, 2017, AT TUCSON, ARIZONA.

Nathan Daon  
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM as Director of Procurement and not personally

## CONTRACT AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

P.O. BOX 27210, TUCSON, AZ 85726

PHONE: (520) 837-4132/FAX: (520) 791-4735

[Norma.Camacho@tucsonaz.gov](mailto:Norma.Camacho@tucsonaz.gov)

ISSUE DATE: Friday, July 21, 2017

**CONTRACT NO. 141003**

CONTRACT AMENDMENT NO: Six (6)

Page 1 of 4

NC/car

CONTRACT OFFICER: NORMA CAMACHO

### Maintenance, Repair & Operation (MRO) Supplies, Parts, Equipment, Materials & Related Services

THIS CONTRACT IS AMENDED AS FOLLOWS:

**ITEM ONE (1): Special Terms and Conditions:**

*In Accordance with the Special Terms and Conditions, Section 10, Contract Amendments and section 8, Price Adjustments, the following changes shall become effective August 01, 2017.*

**Summary of Administrative amendment contract terms and conditions:**
**1. Pricing based upon percentage-off discounts and (CRP) contract reference price.**

Contractor will no longer compute percentage-off discounts off of the Contractor "list" price previously set forth on Contractor's Website, Contractor's catalog or any other electronic or published media, and all references to "list" price, "price" list or "current catalog" are superseded by this Amendment. Beginning with the Effective Date, all percentage-off discounts for Catalog Products shall be deducted from the contract reference price in effect at the time the Catalog Product is purchased by the Participating Member from Contractor. Current contract reference prices for Catalog Products shall be "published" or available when the Participating Member logs into its account on Contractor's Website.

**2. Pricing for services.**

Contractor will no longer price services off the "list" price, "price" list, "current catalog" or "catalog/list price", but instead will price services at 3% off the contract reference price.

**ITEM TWO (2): Section B: Price Proposal; Section 1c; Catalog Pricing; General Catalog and Product Category Discount Programs:**

The below chart reflects the product category and the corresponding discounts ("Category Discounts")

**Product Category Discounts:**

Grainger Product Category	Discount % off the CRP
Air Filters	35%
Motors & Power Transmission	14%
Cleaning Equipment & Supplies	11%
Personal Protective Equipment	11%
Lighting	11%
Tools	5%
Police, Fire, EMS Equipment & Supplies	5%
Batteries	3%
Electrical Supplies	3%
Pumps & Plumbing Supplies	3%



## CONTRACT AMENDMENT

### CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

P.O. BOX 27210, TUCSON, AZ 85726

PHONE: (520) 837-4132/FAX: (520) 791-4735

[Norma.Camacho@tucsonaz.gov](mailto:Norma.Camacho@tucsonaz.gov)

ISSUE DATE: Friday, July 21, 2017

**CONTRACT NO. 141003**

CONTRACT AMENDMENT NO: Six (6)

Page 2 of 4

NC/car

CONTRACT OFFICER: NORMA CAMACHO

HVAC Equipment & Supplies	3%
Material Handling, Storage, & Packaging	3%
Safety & Security Supplies	3%
Pneumatics	3%
Measuring Tools & Test Instruments	3%
Machining & Cutting	3%
Welding	3%
Lubricants, Sealants, & Paint	3%
Fasteners & Adhesives	3%
Outdoor Equipment & Supplies	3%
Lab Equipment & Supplies	3%

### **ITEM THREE (3): Section B: Price Proposal; Section 1c; Catalog Pricing:**

For products not in the National Core List or in the Customized Core List, as noted in 1.a. and 1.b. above, Category Discounts will apply to the customer's contract reference price at time of transaction. The contract reference price will be published/provided to the City of Tucson when logged-in to the City's Grainger NIPA account. The contract reference price may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

Grainger reserves the right, in its sole discretion, to determine the appropriate category for a particular product. In general, products will be categorized based on Grainger's system and product hierarchy and the applicable product category shall generally be as displayed on [www.grainger.com](http://www.grainger.com) at time of transaction. New products added to [www.grainger.com](http://www.grainger.com) between Adjustment Dates and products that were re-categorized into different product categories between Adjustment dates may not receive the applicable Category Discount until after the next Adjustment date. These products will receive a minimum discount of 3% off the [www.grainger.com](http://www.grainger.com) contract reference price at time of transaction.

### **ITEM FOUR (4): Section B: Price Proposal; Section 2:**

Grainger will price services at 3% off the contract reference price as published/provided to the City of Tucson when logged-in to the City's account at time of transaction. As Grainger adds new services to [www.grainger.com](http://www.grainger.com) and that service has a contract reference price, Grainger will offer those services at 3% off the contract reference price. Grainger will advise the City of Tucson of any new services to be made available under the Master Agreement by providing an email to the Contract Administrator and describing the new service(s). These services will be included as part of the Master Agreement and no written amendment is necessary to include them under the terms of the Master Agreement.

## CONTRACT AMENDMENT

### CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

P.O. BOX 27210, TUCSON, AZ 85726

PHONE: (520) 837-4132/FAX: (520) 791-4735

[Norma.Camacho@tucsonaz.gov](mailto:Norma.Camacho@tucsonaz.gov)

ISSUE DATE: Friday, July 21, 2017

**CONTRACT NO. 141003**

CONTRACT AMENDMENT NO: Six (6)

Page 3 of 4

NC/car

CONTRACT OFFICER: NORMA CAMACHO

#### **ITEM FIVE (5): Section B: Price Proposal; Section 4:**

As stated above in the Price Proposal Section 1.c, for products not in the National Core List or in the Customized Core List, (also noted in 1.a. and 1.b. above), Category Discounts will apply to the Grainger contract reference price at time of transaction. The contract reference price may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

#### **ITEM SIX (6): Section B: Price Proposal; Section 7:**

There is no further product discount than the National Core list, customized core list, category discount off of Grainger contract reference price, or general catalog discount off of Grainger contract reference price.

#### **ITEM SEVEN (7): Scope of Services; Section B: Product Requirements; Paragraph 4: Pricing:**

Grainger has also identified the top categories bought across the public sector business and provided a discount for each category that will be applied to each item under that category. This will give a discount range of 3% - 35% off Grainger's published contract reference price and includes over 966,000 products.

#### **ITEM EIGHT (8): Scope of Services; Section C: Service Requirements; Paragraph 2: Installation, Repair, Maintenance, & Turn Key Solutions & Services:**

Grainger TripleGuard repair & replacement coverage is offered on products that are mechanical or electrical, and which may have a tendency to fail on fairly regular intervals. The type of coverage (repair or replacement) is determined by the current Grainger contract reference price of the item being purchased.

#### **ITEM NINE (9): Scope of Services; Section C: Service Requirements; Paragraph 2: Installation, Repair, Maintenance, & Turn Key Solutions & Services:**

Replacement Plan: for eligible products listing less than \$500. Get one-time product replacement for failed covered products-no repair service necessary. Your replacement product comes from Grainger with an additional full one-year Grainger warranty. Coverage can be added to the replacement product at the current Grainger contract reference price. Current Grainger coverage prices will apply. If placing order by phone, ask your Grainger representative to add the coverage to your order.

\*\*\*\*\*END OF AMENDMENT\*\*\*\*\*



# CONTRACT AMENDMENT

## CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4132/FAX: (520) 791-4735  
[Norma.Camacho@tucsonaz.gov](mailto:Norma.Camacho@tucsonaz.gov)  
ISSUE DATE: Friday, July 21, 2017

**CONTRACT NO. 141003**  
CONTRACT AMENDMENT NO: Six (6)  
Page 4 of 4  
NC/car

CONTRACT OFFICER: NORMA CAMACHO

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

**CONTRACTOR: GRAINGER**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 7/25/17

Signature of person authorized to sign Date

Michael Sampson - RSVP

Name and Title (typed or printed legibly)

Grainger Industrial Supply

Company Name

100 Grainger Parkway

Address

michael.sampson@grainger.com

Email Address

Lake Forest IL 60045

City State Zip

**CITY OF TUCSON:**

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 27<sup>th</sup> DAY

OF July, 2017, AT TUCSON, ARIZONA.

for Nathan Daon  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally

In Process

Contact information for Sales/Account Representative for daily business operations:

Michael Sampson - RSVP

Name and Title (typed or printed legibly)

763-498-4318

Phone Number

michael.sampson@grainger.com

Email Address (typed or printed legibly)

# CONTRACT AMENDMENT

## CITY OF TUCSON DEPARTMENT OF PROCUREMENT

255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4132/FAX: (520) 791-4735  
Norma.Camacho@tucsonaz.gov  
ISSUE DATE: Tuesday, May 02, 2017

CONTRACT NO. 141003  
CONTRACT AMENDMENT NO: Five (5)  
Page 1 of 1  
NC/car  
CONTRACT OFFICER: NORMA CAMACHO

## Maintenance, Repair & Operation (MRO) Supplies, Parts, Equipment, Materials & Related Services

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): Renewal

Pursuant to Contract No. 141003, Special Terms and Conditions, paragraph 7, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of January 01, 2018 through December 31, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: GRAINGER

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 05/15/17  
Signature of person authorized to sign Date

Michael Sampson - Sr. Government Sales Manager

Name and Title (typed or printed legibly)

Grainger Industrial Supply  
Company Name

100 Grainger Parkway  
Address

michael.sampson@grainger.com  
Email Address

Lake Forest IL 60045  
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Michael Sampson - Sr. Government Sales Manager  
Name and Title (typed or printed legibly)

763-498-4318  
Phone Number

michael.sampson@grainger.com  
Email Address (typed or printed legibly)

CITY OF TUCSON: \_\_\_\_\_

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 16<sup>th</sup> DAY OF May, 2017, AT TUCSON, ARIZONA.

Nathan Daon  
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM as Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85728  
PHONE: (520) 837-4132 / FAX: (520) 791-4735  
Norma.Camacho@tucsonaz.gov  
ISSUE DATE: JANUARY 18, 2017

CONTRACT #141003-01  
CONTRACT AMENDMENT NUMBER: FOUR (4)  
PAGE 1 of 1  
NC/ir  
CONTRACT OFFICER: NORMA CAMACHO

## MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): PRICE ADJUSTMENT:

In Accordance with Paragraph 8 of the Special Terms and Conditions, the following changes shall become effective January 13, 2017.

- A. Contract pricing is modified pursuant to the attached 2017 National Core List dated January 13, 2017 - December 31, 2017.
- B. City of Tucson pricing is modified pursuant to the attached 2017 City of Tucson Custom Core List dated January 13, 2017 - December 31, 2017.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Grainger

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 1/20/17  
Signature of person authorized to sign Date

MICHAEL SAMPSON - SR GSM  
Name and Title (typed or printed legibly)

GRAINGER  
Company Name

100 GRAINGER PKWY  
Address

MICHAEL.SAMPSON@GRAINGER.COM  
Email Address

LAKE FOREST IL 60045  
City State Zip

Contact information for Sales/Account Representative for daily business operations:

MICHAEL SAMPSON - SR GSM  
Name and Title (typed or printed legibly)

763-498-4318  
Phone Number

michael.sampson@grainger.com  
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 25<sup>th</sup> DAY OF January, 2017, AT TUCSON, ARIZONA.

for Nathan Laon  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM as Director of Procurement and not personally





2017 National Core List

Valid January 1, 2017 through December 31, 2017



CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Abrasives	2W580	Blast Media,Glass Beads,Medium	BALLOTINI	\$ 69.05	\$ 54.24
Abrasives	2W765	Blast Media,Glass Beads,Coarse	BALLOTINI	\$ 69.05	\$ 54.36
Abrasives	6HD81	Depressed Ctr Wheel,T27,4.5x0.045x7/8,AO	DEWALT	\$ 3.78	\$ 2.55
Abrasives	3Z850	Abrasive Blast Cabinet	ECONOLINE	\$ 1,733.00	\$ 1,299.75
Abrasives	3DUJ73	Spiral Band, 1 x 1in, 50G	MERIT	\$ 0.73	\$ 0.55
Abrasives	5A924	CutOff Wheel,GeminiFreeCut,3"x.062"x3/8"	NORTON	\$ 2.53	\$ 1.75
Abrasives	5A927	CutOff Whl,Gemini FreeCut,4"x.035"x3/8"	NORTON	\$ 3.54	\$ 2.41
Abrasives	5GC52	CutOff Whl,Gemini 4-1/2"x.045"x7/8"	NORTON	\$ 3.36	\$ 2.52
Abrasives	4ZR10	Sanding Hand Pad,Alum. Oxide,VF	SCOTCH-BRITE	\$ 1.88	\$ 1.42
Abrasives	1AUC1	Abrsv Cut-Off Wheel,T27,4-1/2in,7/8in	UNITED ABRASIVES-SAIT	\$ 4.84	\$ 3.63
Abrasives	1AUB5	Abrsv Cut Whl,4-1/2 Dx0.045In T	UNITED ABRASIVES-SAIT	\$ 3.81	\$ 2.86
Adhesives Sealants and Tape	3MA23	Adhesive,Spray,16.75 Oz Can	3M	\$ 24.23	\$ 14.43
Adhesives Sealants and Tape	3MA16	Adhesive,Spray,24 oz.,17.6 oz. Net	3M	\$ 30.95	\$ 18.78
Adhesives Sealants and Tape	24A627	Double Sided Tape,1 in,Off White,36 yd	3M	\$ 161.75	\$ 63.71
Adhesives Sealants and Tape	6AD55	Anti-Slip Tape,Black,4 in x 60 ft.	3M	\$ 133.20	\$ 75.91
Adhesives Sealants and Tape	3PDL5	Thread Sealant Tape,1/2 In. W,260 In. L	ANTI-SEIZE	\$ 0.64	\$ 0.51
Adhesives Sealants and Tape	3AB55	Sealant Tape,1/2 In. W,520 In. L	ANTI-SEIZE	\$ 0.90	\$ 0.72
Adhesives Sealants and Tape	5A463	Rubber Sealant,9.8 oz.,Clear	DAP	\$ 9.13	\$ 4.95
Adhesives Sealants and Tape	25F523	Premium Hybrid Exterior Sealant,10 oz	DAP	\$ 11.31	\$ 8.22
Adhesives Sealants and Tape	1TMA6	Duct Tape,2 In x 35 yd,17 mil,Black	GORILLA TAPE	\$ 15.10	\$ 8.02
Adhesives Sealants and Tape	21TF20	Sealant Tape,1/2 x 520 In	GRAINGER APPROVED	\$ 0.72	\$ 0.58
Adhesives Sealants and Tape	23M207	Masking Tape,Natural, Dia.,PK24	IPG	\$ 138.40	\$ 66.85
Adhesives Sealants and Tape	4UH07	Industrial Sealant,10.1 oz,Clear	MOMENTIVE	\$ 10.53	\$ 5.04
Adhesives Sealants and Tape	6JD46	Duct Tape,48mm x 55m,9 mil,Silver	NASHUA	\$ 6.51	\$ 2.75
Adhesives Sealants and Tape	5AD15	Duct Tape,48mm x 55m,10 mil,Silver	NASHUA	\$ 8.05	\$ 6.06
Adhesives Sealants and Tape	3NLH8	Duct Tape,48mm x 55m,7 mil,Silver	NASHUA	\$ 5.71	\$ 5.07
Adhesives Sealants and Tape	22VC31	Gaffers Tape,11.5 mil,72mm x 50m,Black	POLYKEN	\$ 54.45	\$ 30.44
Adhesives Sealants and Tape	19N746	Electrical Tape,7 mil,3/4" x 60 ft.,Blk	POWER FIRST	\$ 1.20	\$ 0.96
Adhesives Sealants and Tape	2A459	Splicing Tape,30 mil,3/4" x 30 ft.,Black	SCOTCH	\$ 21.76	\$ 12.18
Adhesives Sealants and Tape	2A226	Electrical Tape,7 mil,3/4"x20 ft.,Blk.,PK10	SCOTCH	\$ 29.85	\$ 17.70
Adhesives Sealants and Tape	2A227	Electrical Tape,8.5 mil,3/4" x 66 ft.,Blk	SCOTCH	\$ 8.54	\$ 7.59
Adhesives Sealants and Tape	41C894	Masking Tape,Blue,2 In. x 60 Yd.	SCOTCH-BLUE	\$ 21.25	\$ 9.83
Adhesives Sealants and Tape	24K286	Gaffers Tape,4in x 60yd,12mil,Black,PK12	SHURTAPE	\$ 836.50	\$ 646.20
Adhesives Sealants and Tape	6FET7	Masking Tape,Blue,48mm x 55m	SHURTAPE	\$ 18.19	\$ 8.97
Adhesives Sealants and Tape	3RCY6	Pick-Proof Adhesive Sealant,10.3oz Clear	SUREBOND	\$ 15.14	\$ 5.97
Adhesives Sealants and Tape	1AJF7	Anti-Slip Tape,Flat Black,4 in x 60 ft.	WOOSTER PRODUCTS	\$ 54.15	\$ 39.09
Cleaning	2U683	General Purpose Cleaner,Size 2L,Red	3M	\$ 54.75	\$ 27.19
Cleaning	4HN95	Disinfectants/Sanitizers Cleaner,Size 2L	3M	\$ 60.40	\$ 30.34



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CATEGORY	GRANGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Cleaning	3U568	Toilet Bowl Cleaner,Lavender,90 Pack,PK2	DIVERSEY	\$ 62.10	\$ 24.87
Cleaning	10A369	Toilet Bowl Cleaner,32 oz.,Floral,Green	DIVERSEY	\$ 4.54	\$ 3.18
Cleaning	3EB46	Roll,Hardwood,10",800 ft.,White,PK6	GEORGIA-PACIFIC	\$ 113.75	\$ 62.15
Cleaning	1FC17	Toilet Paper,Compact,Coreless,2Ply,PK18	GEORGIA-PACIFIC	\$ 97.10	\$ 47.71
Cleaning	4TH42	Toilet Paper,Compact,Coreless,2Ply,PK36	GEORGIA-PACIFIC	\$ 108.75	\$ 60.04
Cleaning	1PHJ2	Toilet Paper,Envision,Jumbo,2Ply,PK8	GEORGIA-PACIFIC	\$ 55.75	\$ 28.15
Cleaning	1PHJ1	Toilet Paper,Acclaim,Jumbo,1Ply,9In,PK8	GEORGIA-PACIFIC	\$ 59.50	\$ 28.86
Cleaning	4TE17	Toilet Paper,Envision,2Ply,PK80	GEORGIA-PACIFIC	\$ 101.40	\$ 49.60
Cleaning	4ACU1	Roll,Hardwood,10",800 ft.,Brown,PK6	GEORGIA-PACIFIC	\$ 131.15	\$ 62.32
Cleaning	2U229	Multifold Sheets,Brown,Envision(R),PK16	GEORGIA-PACIFIC	\$ 47.00	\$ 25.10
Cleaning	3JH03	Roll,Hardwood,7-7/8",350 ft.,White,PK12	GEORGIA-PACIFIC	\$ 86.25	\$ 51.71
Cleaning	2U232	Roll,Hardwood,7-7/8",800 ft.,Brown,PK6	GEORGIA-PACIFIC	\$ 69.40	\$ 34.10
Cleaning	4KT76	Toilet Paper,Acclaim,Jumbo,1Ply,PK6	GEORGIA-PACIFIC	\$ 85.45	\$ 48.59
Cleaning	1LWU5	Foam Soap Refill,Yellow,Size 1250mL,PK3	GOJO	\$ 84.25	\$ 39.29
Cleaning	9WT61	Lobby Broom,38" L,10" W	LIBMAN	\$ 13.54	\$ 9.65
Cleaning	5W001	Wastebasket,Rectangular,7 gal.,Black	RUBBERMAID	\$ 11.68	\$ 8.58
Cleaning	5M971	Cut-End Wet Mop,String,Cut	RUBBERMAID	\$ 5.86	\$ 4.10
Cleaning	2XRN3	Shop Towel Roll,Double Re-Creped	SCOTT	\$ 3.90	\$ 2.73
Cleaning	5MP31	Hand Sanitizing Wipes,White/Blue	SCRUBS	\$ 15.56	\$ 9.13
Cleaning	24WJ88	Hand Cleaning Towels,10W x 12In. L	SCRUBS	\$ 23.86	\$ 17.16
Cleaning	22C609	Cleaner/Degreaser,1 gal.,Sassafras	SIMPLE GREEN	\$ 27.45	\$ 16.16
Cleaning	24Y904	Germicidal Foaming Cleaner,Aerosol,20oz.	TOUGH GUY	\$ 6.62	\$ 2.45
Cleaning	4KN35	Trash Bags,55 gal.,16 micron,PK200	TOUGH GUY	\$ 108.65	\$ 25.03
Cleaning	16W219	Cut-End Wet Mop,String,Cut	TOUGH GUY	\$ 10.70	\$ 2.70
Cleaning	13R142	Trash Grabber,Aluminum,32" L	TOUGH GUY	\$ 32.20	\$ 10.41
Cleaning	2LEF8	Bathroom Cleaner,Fresh,Blue and Green	TOUGH GUY	\$ 3.08	\$ 2.16
Cleaning	21D045	Scrub Sponge,Blue,5-5/8" L,PK5	TOUGH GUY	\$ 14.46	\$ 5.43
Cleaning	31DK56	Recycled Trsh Bags,40 to 45gal,Blk,PK125	TOUGH GUY	\$ 158.75	\$ 40.47
Cleaning	4KN40	Trash Bags,40 to 45 gal.,16 micron,PK250	TOUGH GUY	\$ 65.20	\$ 38.25
Cleaning	5XL50	Trash Bags,40 to 45 gal.,22 micron,PK150	TOUGH GUY	\$ 93.40	\$ 32.23
Cleaning	15E488	Trash Bags,56 gal.,0.98 mil,PK150	TOUGH GUY	\$ 131.60	\$ 44.63
Cleaning	15E490	Trash Bags,56 gal.,1.40 mil,PK100	TOUGH GUY	\$ 128.45	\$ 43.51
Cleaning	2LEF7	Toilet Bowl Cleaner,32 oz.	TOUGH GUY	\$ 3.63	\$ 2.54
Cleaning	31DK84	Trash Bags,60 gal.,1.20 mil,PK100	TOUGH GUY	\$ 108.80	\$ 39.12
Cleaning	31DL10	Trash Bags,10 gal.,0.75 mil,PK250	TOUGH GUY	\$ 48.90	\$ 22.01
Cleaning	4PGN5	Wastebasket,Rectangular,7 gal.,Black	TOUGH GUY	\$ 9.34	\$ 5.56
Cleaning	1TYR8	Cut-End Wet Mop,String,Cut	TOUGH GUY	\$ 7.95	\$ 5.00



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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Cleaning	31DK42	Trash Bags,33 gal.,1.10 mil,PK200	TOUGH GUY	\$ 133.75	\$ 49.07
Cleaning	31DK44	Trash Bags,56 gal.,1.10 mil,PK100	TOUGH GUY	\$ 106.40	\$ 39.15
Cleaning	2DBX5	Oven Cleaner,RTU,20 oz.,Aerosol Can	TOUGH GUY	\$ 6.29	\$ 4.40
Cleaning	16W220	Cut-End Wet Mop,String,Cut	TOUGH GUY	\$ 13.79	\$ 10.03
Cleaning	16W230	Cut-End Wet Mop,String,Cut	TOUGH GUY	\$ 10.48	\$ 7.81
Cleaning	31DK64	Trash Bags,7 gal.,0.35 mil,PK500	TOUGH GUY	\$ 41.30	\$ 26.19
Cleaning	2DBY9	Air Freshener,New Blossom(R),10 oz.	TOUGH GUY	\$ 9.63	\$ 6.06
Cleaning	33NT68	Bleach,1 gal.,Chlorine,Bottle,PK3	TOUGH GUY	\$ 27.85	\$ 14.30
Cleaning	2DBX6	Disinfectant Spray,Bouquet	TOUGH GUY	\$ 15.40	\$ 7.47
Cleaning	2U288	Bowl Mop,, White, Plastic	TOUGH GUY	\$ 2.96	\$ 1.82
Cleaning	3A349	Bowl Brush,Natural,Foam Plastic	TOUGH GUY	\$ 9.14	\$ 5.12
Cleaning	5BB54	Trash Bags,40 to 45 gal.,.22 micron,PK150	TOUGH GUY	\$ 93.40	\$ 63.87
Cleaning	31DK62	Recycled Trash Bags,60 gal.,Black,PK50	TOUGH GUY	\$ 78.40	\$ 53.29
Cleaning	3A326	Broom Handle,Wood,Tan,60 in.	TOUGH GUY	\$ 11.05	\$ 7.73
Cleaning	31DK48	Trash Bags,20 to 30 gal.,1.00 mil,PK200	TOUGH GUY	\$ 86.85	\$ 59.40
Cleaning	5AU51	Trash Bags,42 gal.,3.00 mil,PK20	TOUGH GUY	\$ 38.85	\$ 26.56
Cleaning	3H384	Handle,Wood,Natural,60 in.	TOUGH GUY	\$ 15.01	\$ 8.67
Cleaning	31DK46	Trash Bags,40 to 45 gal.,1.70 mil,PK100	TOUGH GUY	\$ 124.90	\$ 85.41
Cleaning	4KN42	Trash Bags,56 gal.,16 micron,PK200	TOUGH GUY	\$ 104.25	\$ 71.30
Cleaning	5WG04	Trash Bags,10 gal.,0.75 mil,PK50	TOUGH GUY	\$ 13.90	\$ 9.52
Cleaning	5WF98	Trash Bags,7 gal.,0.75 mil,PK100	TOUGH GUY	\$ 19.53	\$ 13.36
Cleaning	4HP38	All-Purpose Terry Towels,Cotton,PK12	TOUGH GUY	\$ 20.43	\$ 14.53
Cleaning	5WG05	Trash Bags,15 to 18 gal.,0.75 mil,PK25	TOUGH GUY	\$ 10.63	\$ 7.27
Cleaning	3U594	Trigger Sprayer,32 oz.,Red/White	TOUGH GUY	\$ 3.05	\$ 2.09
Cleaning	3U593	Preprinted Bottle,32 oz.,White	TOUGH GUY	\$ 3.80	\$ 2.60
Cleaning	5WG02	Trash Bags,55 gal.,1.65 mil,PK20	TOUGH GUY	\$ 42.65	\$ 29.18
Cleaning	3U592	Round Bottle,24 oz.,White	TOUGH GUY	\$ 3.58	\$ 2.45
Cleaning	3UP49	Trash Grabber,Steel,36" L	UNGER	\$ 42.65	\$ 29.86
Cleaning	2VHP9	Disposable Wipes,Hydroknit(R)	WYPALL	\$ 18.83	\$ 14.07
Cleaning	2VHP8	Disposable Wipes,Hydroknit(R)	WYPALL	\$ 35.15	\$ 24.61
Cleaning	3HUN5	Powdered Concrete Floor Cleaner,Orange	ZEP PROFESSIONAL	\$ 109.55	\$ 79.28
Electrical	4XC40	Fast Acting Midget Fuse,Amps 5,K,TK	BUSSMANN	\$ 20.33	\$ 4.41
Electrical	1CT81	Fuse,15A,Midget,FNM,250VAC,Fiberglass	BUSSMANN	\$ 8.40	\$ 5.34
Electrical	4XC46	Fast Acting Midget Fuse,Amps 30,KTK	BUSSMANN	\$ 19.49	\$ 12.73
Electrical	1W925	Portabl Cord,14/2 AWG,250 ft.,0.340" O.D	CAROL	\$ 231.75	\$ 111.90
Electrical	5HN49	Outlet Strip,6 Outlets,White,15 ft.	GRAINGER APPROVED	\$ 28.55	\$ 18.18
Electrical	3LN95	Spacer,Conduit Pipe,Rigid,1/2 In	GRAINGER APPROVED	\$ 2.30	\$ 0.94



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Electrical	2HZD8	Post Base,6 In,Silver	GRAINGER APPROVED	\$ 38.25	\$ 30.51
Electrical	5XC30	Locknut,Conduit,Steel,1/2 In	GRAINGER APPROVED	\$ 0.28	\$ 0.22
Electrical	5MKJ8	Cable Protector,Hinged,5 Channels,3 ft.	GUARD DOG	\$ 242.50	\$ 152.25
Electrical	4A251	Connector,5-15R,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	\$ 31.45	\$ 18.76
Electrical	4A256	Connector,5-20R,20A,125V	HUBBELL WIRING DEVICE-KELLEMS	\$ 46.60	\$ 26.40
Electrical	4A250	Plug,5-15P,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	\$ 18.81	\$ 11.42
Electrical	1LYF3	Duplex Wall Plate,1 Gang,Ivory	HUBBELL WIRING DEVICE-KELLEMS	\$ 1.08	\$ 0.86
Electrical	1LYB6	Duplex Wall Plate,1 Gang,Ivory	HUBBELL WIRING DEVICE-KELLEMS	\$ 1.01	\$ 0.82
Electrical	13V196	Cord Reel,50 ft,12/3,SJ,Yellow,120VAC	KH INDUSTRIES	\$ 771.00	\$ 539.72
Electrical	5LP91	Clip,Bridging,66 Block,Phosphor Bronze	LEVITON	\$ 0.25	\$ 0.20
Electrical	6YF67	Cord Reel,120VAC,40ft,Black,15A,12/3	LUMAPRO	\$ 205.75	\$ 167.37
Electrical	5FXU1	Fuse Holder,Midget, and CC Class,30A,1 PI	MERSEN/FERRAZ SHAWMUT	\$ 82.05	\$ 40.10
Electrical	6C826	Proximity Sensor,Inductive,18mm,NPN,NO	OMRON	\$ 146.60	\$ 66.22
Electrical	2A183	Photoelectric Sensor,Rectangl,Reflective	OMRON	\$ 391.00	\$ 216.08
Electrical	3EB10	Extension Cord,50 ft, 12/3 ga.	POWER FIRST	\$ 84.95	\$ 27.61
Electrical	1FD57	Extension Cord,100 ft, 12/3 ga.	POWER FIRST	\$ 133.00	\$ 69.32
Electrical	1FD55	Extension Cord,50 ft.,PVC,14/3 ga.	POWER FIRST	\$ 47.95	\$ 25.21
Electrical	3EA99	Extension Cord,25 ft.,14/3 ga.	POWER FIRST	\$ 31.25	\$ 16.29
Electrical	36J166	Cable Tie,Standard,14.5 in.,Blk,PK100	POWER FIRST	\$ 66.40	\$ 12.47
Electrical	36J150	Cable Tie,Standard,7.9 in.,Black,PK100	POWER FIRST	\$ 6.78	\$ 5.42
Electrical	3LP48	Chase Closed Nipple,1/2 In.,19/32 In. L	RACO	\$ 1.64	\$ 1.09
Electrical	2XH29	Cord Reel,45 ft,12/3,SJTOW,Red,120VAC	REELCRAFT	\$ 418.75	\$ 335.00
Electrical	2PUX6	Enclosure AC,Wall Mount,1093 BtuH	RITTAL	\$ 2,771.00	\$ 1,383.28
Electrical	5ZY35	Wire,Thermocouple Lead	TEMPCO	\$ 136.45	\$ 70.73
Electrical	3KH13	Cable Tie,13.4 In,Black,PK50	TY-RAP(R)	\$ 67.45	\$ 28.64
Electrical	3ULX3	Strut Channel,1-5/8" W,20 ft. L,Gold	FLEX-STRUT	\$ 53.95	\$ 29.60
Electronics Appliances and Batteries	5LE24	Standard Battery,9V,Alkaline,PK12	DURACELL	\$ 27.65	\$ 12.45
Electronics Appliances and Batteries	5LE25	Standard Battery,AAA,Alkaline,PK24	DURACELL	\$ 16.16	\$ 5.60
Electronics Appliances and Batteries	5LE23	Standard Battery,AA,Alkaline,PK24	DURACELL	\$ 16.16	\$ 5.70
Electronics Appliances and Batteries	39G076	Standard Battery,AA,Alkaline,PK36	DURACELL	\$ 44.75	\$ 16.99
Electronics Appliances and Batteries	22A624	Standard Battery,AA,Alkaline,PK24	DURACELL	\$ 32.35	\$ 11.87
Electronics Appliances and Batteries	21EK79	Standard Battery,9V,Alkaline,PK12	DURACELL	\$ 55.35	\$ 28.93
Electronics Appliances and Batteries	21EK77	Standard Battery,D,Alkaline,PK12	DURACELL	\$ 37.65	\$ 15.32
Electronics Appliances and Batteries	5LE26	Lantern Battery,Alkaline,6V,Spring Term	DURACELL	\$ 15.54	\$ 5.34
Electronics Appliances and Batteries	1ANB8	Button Cell Battery,1/3 N,Lithium,3V	DURACELL	\$ 7.18	\$ 1.91
Electronics Appliances and Batteries	21EK78	Standard Battery,C,Alkaline,PK12	DURACELL	\$ 33.85	\$ 15.87
Electronics Appliances and Batteries	22A625	Standard Battery,AAA,Alkaline,PK24	DURACELL	\$ 32.35	\$ 13.29



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Electronics Appliances and Batteries	21LN81	Standard Battery,AA,Alkaline,PK24	DURACELL	\$ 39.15	\$ 17.44
Electronics Appliances and Batteries	21LN82	Standard Battery,AAA,Alkaline,PK24	DURACELL	\$ 34.40	\$ 17.83
Electronics Appliances and Batteries	2HYJ1	Coin Cell,2032,Lithium,3V,PK2	DURACELL	\$ 5.24	\$ 1.73
Electronics Appliances and Batteries	1ANB9	Battery,223,Lithium,6V	DURACELL	\$ 18.16	\$ 6.75
Electronics Appliances and Batteries	1ANB7	Battery,123,Lithium,3V	DURACELL	\$ 11.67	\$ 3.54
Electronics Appliances and Batteries	38W369	Standard Battery,9V,Alkaline,PK12	ENERGIZER	\$ 27.65	\$ 12.66
Electronics Appliances and Batteries	2LBJ6	Standard Battery,AA,Lithium,PK8	ENERGIZER	\$ 38.55	\$ 16.64
Electronics Appliances and Batteries	2LUK6	Battery,Sealed Lead Acid,6V,12Ah,Faston	GRAINGER APPROVED	\$ 45.90	\$ 21.02
Electronics Appliances and Batteries	2UKJ4	Battery,Sealed Lead Acid,12V,7Ah,Faston	GRAINGER APPROVED	\$ 53.15	\$ 21.78
Electronics Appliances and Batteries	5EFF2	Battery,Sealed Lead Acid,6V,4.5Ah,Faston	GRAINGER APPROVED	\$ 24.66	\$ 8.54
Electronics Appliances and Batteries	2UKH3	Battery,Sealed Lead Acid,12V,12Ah,Faston	GRAINGER APPROVED	\$ 102.95	\$ 35.90
Electronics Appliances and Batteries	2UKH2	Battery,Sealed Lead Acid,6V,10Ah,Faston	GRAINGER APPROVED	\$ 45.85	\$ 16.03
Electronics Appliances and Batteries	2UKJ2	Battery,Sealed Lead Acid,6V,4Ah,Faston	GRAINGER APPROVED	\$ 27.20	\$ 9.48
Electronics Appliances and Batteries	4LW11	Coin Cell,2032,Lithium,3V	GRAINGER APPROVED	\$ 1.75	\$ 1.35
Electronics Appliances and Batteries	38X967	Articulating TV Arm,40-75 in,Wall,Black	PEERLESS	\$ 422.50	\$ 331.08
Electronics Appliances and Batteries	5U053	Lantern Battery,Industrial,6V,Spring Term	RAYOVAC	\$ 4.85	\$ 1.71
Electronics Appliances and Batteries	2VEW2	Battery,123,Lithium,3V,PK12	STREAMLIGHT	\$ 64.75	\$ 19.18
Electronics Appliances and Batteries	2RVU2	Battery,CR123A,Lithium,3V,PK6	STREAMLIGHT	\$ 37.50	\$ 15.25
Fasteners	11K343	Anchor,1/4 In Dia,1-1/4 In L,PK100	GRAINGER APPROVED	\$ 36.00	\$ 11.59
Fasteners	2NE70	Multi Screw Kit,1150 PC	GRAINGER APPROVED	\$ 58.55	\$ 28.19
Fasteners	2NE69	Multi Screw Kit,175 PC	GRAINGER APPROVED	\$ 35.60	\$ 17.75
Fasteners	5UUY3	Helical Thread Repair Asst,Metric,110Pcs	GRAINGER APPROVED	\$ 323.75	\$ 151.87
Fasteners	3AUZ4	HHCS,5/16-18x2-3/4,SS,18-8(304),Pln,PK25	GRAINGER APPROVED	\$ 22.01	\$ 11.50
Fasteners	11K374	Plug Anchor,Plastic,w/Screw,PK50	GRAINGER APPROVED	\$ 19.36	\$ 14.50
Fasteners	4FCC2	Hex Nut,1/2-13,Gr 5,ZP,PK50	GRAINGER APPROVED	\$ 12.05	\$ 7.25
Fasteners	3AWT2	Hex Lag Screw,SS,5/16x3 L,PK25	GRAINGER APPROVED	\$ 35.60	\$ 21.77
Fasteners	4X577	Riveter,Deluxe,3/32,1/8,5/32,3/16 In	MARSON	\$ 52.10	\$ 35.60
Fasteners	21U964	Wedge Anchor,303/304 SS,3/4x5 1/2,PK5	MKT FASTENING	\$ 102.15	\$ 36.67
Fasteners	15X102	Wedge Anchor,Carb. Steel,1/2x4-1/2,PK25	RED HEAD	\$ 55.85	\$ 26.86
Fasteners	3A451	Wedge Anchor,Slt,1/2x3 3/4 L,PK25	RED HEAD	\$ 33.65	\$ 19.01
Fasteners	3A448	Wedge Anchor,Slt,3/8x3 3/4 L,PK50	RED HEAD	\$ 41.75	\$ 23.13
Fasteners	3A446	Wedge Anchor,Slt,3/8x2 3/4 L,PK50	RED HEAD	\$ 46.05	\$ 22.41
Fasteners	4XGA5	Crimp Anchor,Mushroom,3/8 x2,PK25	STRONG-TIE	\$ 35.55	\$ 17.39
Fasteners	2HAP6	Threaded Rod, Carbon Steel,3/8-16x10 ft	SUPER-STRUT	\$ 10.61	\$ 5.22
Fasteners	6LE55	Mach Screw,Btn,10-24x1 1/2 L,PK25	TAMPER-PRUF SCREW	\$ 15.06	\$ 7.26
Fasteners	6LE51	Mach Screw,Btn,8-32 x 1 1/2 L,PK25	TAMPER-PRUF SCREW	\$ 14.80	\$ 7.16
Fleet and Vehicle Maintenance	38XK88	Loose Wheel Nut Indicator,33mm,Plastic	CHECKPOINT	\$ 1.38	\$ 1.00



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Fleet and Vehicle Maintenance	5YK76	Brake Parts Cleaner, 20 oz. Aerosol	CRC	\$ 7.64	\$ 5.65
Furniture Hospitality and Food Service	4TDK8	Coffee Packet, Classic Roast, Regular, PK42	FOLGERS	\$ 48.85	\$ 39.08
Hand Tools	3XA25	Locator, Magnetic	CST/BERGER	\$ 924.00	\$ 612.48
Hand Tools	1MCE8	Jbsit Chst, 48in. Wx24in. Dx27-3/4in. H, Brwn	JOBOX	\$ 822.50	\$ 472.70
Hand Tools	1MCF2	Jobsite Chst, 72 in. Wx24 in. Dx27-3/4 in. H	JOBOX	\$ 986.00	\$ 655.32
Hand Tools	1FEH2	Truck/Van Door Storage Tray, White	JOBOX	\$ 1,476.00	\$ 1,107.00
Hand Tools	2UJY6	Measuring Wheel, 3 Ft, Spoked, 10000Ft	KESON	\$ 89.80	\$ 62.06
Hand Tools	2VZC1	General Hand Tool Kit, No. of Pcs. 41	KLEIN TOOLS	\$ 1,176.00	\$ 790.77
Hand Tools	19C273	Rllng Cabnt, 57 in. Wx25 in. Dx43 in. H, Blck	PROTO	\$ 5,312.00	\$ 3,282.99
Hand Tools	5C949	Utility Blade, 2 Points, 2-7/16" L, PK5	STANLEY	\$ 2.73	\$ 0.65
Hand Tools	2FDB7	Rolling Tool Box, 22-3/16" W x 37-1/2" D	STANLEY	\$ 155.50	\$ 78.98
Hand Tools	5R675	Utility Knife, 6 In., Dark Gray	STANLEY	\$ 4.50	\$ 3.40
Hand Tools	4A803	Utility Knife, 6 In., Gray	STANLEY	\$ 7.21	\$ 5.41
Hand Tools	4PM18	Socket Wrench Set, 1/4", 3/8", 1/2" Dr, 89 pc	WESTWARD	\$ 394.50	\$ 93.00
Hardware	5U742	Push Button Lock, Entry, Satin Chrome	KABA	\$ 526.50	\$ 377.36
Hardware	1HVL7	Electronic Lock, Brushed Chrome, 12 Button	LOCDOWN	\$ 1,480.00	\$ 937.10
Hardware	6T308	Door Release	RIXSON	\$ 214.00	\$ 140.87
Hardware	5KZU9	Electromagnetic Lock	SECURITRON	\$ 327.75	\$ 299.96
Hardware	1HWL2	Electronic Lock, Brushed Chrome, 12 Button	TRILOGY BY ALARM LOCK	\$ 1,372.00	\$ 868.59
HVAC and Refrigeration	5W516	Std Cap. Pleated Filter, 16x20x4, MERV7	AIR HANDLER	\$ 14.38	\$ 4.81
HVAC and Refrigeration	2W239	Std Cap. Pleated Filter, 24x24x4, MERV7	AIR HANDLER	\$ 16.76	\$ 6.00
HVAC and Refrigeration	2HYD5	Std Cap. Pleated Filter, 20x30x2, MERV7	AIR HANDLER	\$ 9.53	\$ 4.16
HVAC and Refrigeration	4YVE5	Minipleat Air Filter, 20x20x2, MERV 14	AIR HANDLER	\$ 148.65	\$ 43.07
HVAC and Refrigeration	2W237	Std Cap. Pleated Filter, 20x25x4, MERV7	AIR HANDLER	\$ 16.76	\$ 5.79
HVAC and Refrigeration	4YVE1	Minipleat Air Filter, 16x25x2, MERV 14	AIR HANDLER	\$ 151.00	\$ 43.70
HVAC and Refrigeration	4YVE7	Minipleat Air Filter, 20x25x2, MERV 14	AIR HANDLER	\$ 172.50	\$ 49.89
HVAC and Refrigeration	5W510	Std Cap. Pleated Filter, 16x25x1, MERV7	AIR HANDLER	\$ 6.73	\$ 2.49
HVAC and Refrigeration	5W513	Std Cap. Pleated Filter, 24x24x1, MERV7	AIR HANDLER	\$ 7.28	\$ 3.87
HVAC and Refrigeration	2W235	Std Cap. Pleated Filter, 24x24x2, MERV7	AIR HANDLER	\$ 8.53	\$ 3.47
HVAC and Refrigeration	2W234	Std Cap. Pleated Filter, 12x24x2, MERV7	AIR HANDLER	\$ 7.21	\$ 2.41
HVAC and Refrigeration	2DYV2	High Cap. Pleated Filter, 16x20x2, MERV11	AIR HANDLER	\$ 16.10	\$ 4.50
HVAC and Refrigeration	5W891	Std Cap. Pleated Filter, 14x20x1, MERV7	AIR HANDLER	\$ 5.51	\$ 2.94
HVAC and Refrigeration	2W236	Std Cap. Pleated Filter, 20x20x4, MERV7	AIR HANDLER	\$ 15.59	\$ 8.29
HVAC and Refrigeration	5W970	Std Cap. Pleated Filter, 14x24x1, MERV7	AIR HANDLER	\$ 6.60	\$ 3.51
HVAC and Refrigeration	5W979	Std Cap. Pleated Filter, 16x24x2, MERV7	AIR HANDLER	\$ 7.28	\$ 3.87
HVAC and Refrigeration	6C517	Std Cap. Pleated Filter, 15x20x2, MERV7	AIR HANDLER	\$ 7.28	\$ 3.87
HVAC and Refrigeration	6B937	High Cap. Pleated Filter, 20x20x2, MERV8	AIR HANDLER	\$ 8.78	\$ 4.10



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HVAC and Refrigeration	6B646	Pocket Air Filter, Synthetic, 24x24x18In.	AIR HANDLER	\$ 49.30	\$ 25.34
HVAC and Refrigeration	6B930	High Cap. Pleated Filter, 20x25x2, MERV8	AIR HANDLER	\$ 9.28	\$ 4.94
HVAC and Refrigeration	6B975	High Cap. Pleated Filter, 12x24x2, MERV8	AIR HANDLER	\$ 8.43	\$ 4.48
HVAC and Refrigeration	6B992	Std Cap. Pleated Filter, 20x30x1, MERV7	AIR HANDLER	\$ 8.53	\$ 4.58
HVAC and Refrigeration	5W514	Std Cap. Pleated Filter, 18x24x2, MERV7	AIR HANDLER	\$ 8.53	\$ 4.54
HVAC and Refrigeration	6B933	High Cap. Pleated Filter, 20x24x2, MERV8	AIR HANDLER	\$ 9.03	\$ 4.80
HVAC and Refrigeration	6B938	High Cap. Pleated Filter, 20x20x1, MERV8	AIR HANDLER	\$ 8.20	\$ 4.37
HVAC and Refrigeration	6B645	Pocket Air Filter, Synthetic, 24x24x22In.	AIR HANDLER	\$ 58.10	\$ 30.01
HVAC and Refrigeration	6B950	High Cap. Pleated Filter, 16x25x2, MERV8	AIR HANDLER	\$ 8.73	\$ 4.65
HVAC and Refrigeration	2DYD7	High Cap. Pleated Filter, 20x25x2, MERV11	AIR HANDLER	\$ 17.39	\$ 9.25
HVAC and Refrigeration	6B923	High Cap. Pleated Filter, 24x24x4, MERV8	AIR HANDLER	\$ 21.83	\$ 11.62
HVAC and Refrigeration	6B956	High Cap. Pleated Filter, 16x20x2, MERV8	AIR HANDLER	\$ 8.53	\$ 4.54
HVAC and Refrigeration	5C453	Air Filter, 14x24x1 In, Fiberglass	AIR HANDLER	\$ 6.05	\$ 2.23
HVAC and Refrigeration	4CH71	Box Fan, Non-Osc. 20 In. 3-spd, 120V	AIR KING	\$ 52.00	\$ 29.70
HVAC and Refrigeration	1ANZ7	Air Circulator, 20 In, 3650 cfm, 115V	DAYTON	\$ 224.50	\$ 125.94
HVAC and Refrigeration	39K871	Dehumidifier, 70 Pts, 115V, 60 Hz	DAYTON	\$ 415.75	\$ 317.59
HVAC and Refrigeration	2RDZ9	Quiet Design AirCirc. 30 In, 7450 cfm, 115V	DAYTON	\$ 751.00	\$ 261.52
HVAC and Refrigeration	2LY97	Air Circulator, 24 In, 5450 cfm, 115V	DAYTON	\$ 371.75	\$ 202.97
HVAC and Refrigeration	1YNW5	Air Circulator, 36 In, 12,250 cfm, 115V	DAYTON	\$ 802.50	\$ 451.27
HVAC and Refrigeration	3VU33	Port. Elec. Heater, 1500 W, 5118 BtuH	DAYTON	\$ 78.25	\$ 52.01
HVAC and Refrigeration	4AYF4	Restoration Dehumidifier, 132pt, 115V, 60Hz	DRI-EAZ	\$ 1,843.00	\$ 1,257.86
HVAC and Refrigeration	4AYF6	Low-Grain Dehumidifier, 202 pt, 115V, 60Hz	DRI-EAZ	\$ 3,223.00	\$ 2,294.03
HVAC and Refrigeration	4HGD2	Portable Air Conditioner, 11600BtuH, 115V	FRIEDRICH	\$ 751.50	\$ 605.58
HVAC and Refrigeration	13P464	PTAC Air Conditioner, 15,000 BtuH, 230V	FRIGIDAIRE	\$ 962.50	\$ 783.78
HVAC and Refrigeration	4TM51	Portable Air Conditioner, 13200BtuH, 115V	MOVINCOOL	\$ 4,204.00	\$ 2,824.57
HVAC and Refrigeration	1ANJ6	Evaporator Cleaner, Aerosol, 18 fl oz	NU-CALGON	\$ 16.88	\$ 10.95
HVAC and Refrigeration	22NV60	Condensate Pan Treatment, 5 t, Blue	NU-CALGON	\$ 10.00	\$ 6.63
HVAC and Refrigeration	4WT31	Portable Evaporative Cooler, 9600 cfm	PORTACOOOL	\$ 3,099.00	\$ 1,923.22
HVAC and Refrigeration	1PX57	Portable Evaporative Cooler	PORTACOOOL	\$ 5,393.00	\$ 3,162.70
Lab Supplies	44C596	DI Cartridge	ARIES FILTERWORKS	\$ 136.50	\$ 70.55
Lab Supplies	13P857	Silicone Heat Tape, 1 x 120 In	BRISKHEAT	\$ 248.75	\$ 128.14
Lab Supplies	3WAJ3	Carboy Light Weight, 5 Gal HDPE	DYNALON	\$ 25.60	\$ 19.35
Lab Supplies	3KWF9	Graduated Dipper, 500 ml, 6 Ft Handle	DYNALON	\$ 67.10	\$ 54.78
Lab Supplies	9MGR6	Telescopic Dipper, Polypropylene, 7-24 Ft	GRAINGER APPROVED	\$ 240.75	\$ 133.43
Lab Supplies	3GFG8	Plastic Carboy, 5 Gal, With Handle & Cap	GRAINGER APPROVED	\$ 58.05	\$ 26.76
Lab Supplies	3GFG4	Carboy, 2.5 Gal, HDPE, w/Handle and Cap	GRAINGER APPROVED	\$ 31.45	\$ 16.02
Lab Supplies	32V118	Ultrasonic Cleaner, 3000ml	LAB SAFETY SUPPLY	\$ 568.50	\$ 324.22





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Lab Supplies	8ZDP7	pH Wide Sticks, 9x1, PK25	LAB SAFETY SUPPLY	\$ 50.50	\$ 35.36
Lab Supplies	8G798	CHEM FLRD STD .5PPM W/TISAB 1L	LABCHEM	\$ 71.15	\$ 38.98
Lab Supplies	9ARU6	CHEMICAL ACETATE BUFFER PH 4 4 LITER	LABCHEM	\$ 119.30	\$ 75.75
Lab Supplies	4YMH3	Water, deionized (ASTM Type II), 20 L	LABCHEM	\$ 70.75	\$ 41.50
Lab Supplies	3UUT1	pH Paper, Jumbo, pH 0-13	MICRO ESSENTIAL	\$ 14.93	\$ 12.41
Lab Supplies	9WCW9	PH Spear, H2O Proof, -1.0 to 15, 1-3 pt.	OAKTON	\$ 400.75	\$ 279.87
Lab Supplies	3PVH4	Test Strip, 8 Classifications	SMART-STRIP	\$ 29.10	\$ 18.62
Lab Supplies	3CNV6	Chemical Classifier Strips, PK10	SPILFYTER	\$ 124.15	\$ 68.41
Lab Supplies	3CNV7	Chemical Classifier Strips, PK50	SPILFYTER	\$ 472.00	\$ 417.87
Lab Supplies	4UYG5	Multiparameter Meter	YSI	\$ 1,693.00	\$ 1,113.14
Lighting	3YA23	Dust Resistant Fixture, T8, 56W, 120-277V	ACUITY LITHONIA	\$ 162.00	\$ 70.86
Lighting	1PLR4	Recessed Troffer, F, 32T8, 85W, 120-277V	ACUITY LITHONIA	\$ 109.10	\$ 64.23
Lighting	3GE20	Fixture, Hi Abuse, 26 W	ACUITY LITHONIA	\$ 260.75	\$ 90.49
Lighting	3XY66	Fixture, Wraparound	ACUITY LITHONIA	\$ 104.55	\$ 46.76
Lighting	22EM03	LED Vapor Tight, 4000K, 24W, 47 InL	ACUITY LITHONIA	\$ 220.50	\$ 135.43
Lighting	6MGH3	LED Wall Pack, 20W, 120-277V, 1337L	ACUITY LITHONIA	\$ 343.75	\$ 191.26
Lighting	21P671	LED Wall Pack, 48W, 120-277V, 3100L	ACUITY LITHONIA	\$ 552.50	\$ 355.87
Lighting	5C403	Lamp Holder, 660 W Lamp	LEVITON	\$ 2.08	\$ 1.46
Lighting	5C402	Lamp Holder, 660 W Lamp	LEVITON	\$ 1.37	\$ 0.96
Lighting	3HNG3	Fixture, Wall, 150 W, 120-277V	LUMAPRO	\$ 381.00	\$ 126.57
Lighting	24K354	Tripod Stand, LED, 32W, 120V, Twin	LUMAPRO	\$ 488.75	\$ 285.02
Lighting	1XUF3	HID Ballast Kit, HPS, 100W	LUMAPRO	\$ 208.75	\$ 70.99
Lighting	1XUD6	HID Ballast Kit, Metal Halide, 70W	LUMAPRO	\$ 144.55	\$ 60.03
Lighting	2CUT5	Screw-In CFL, Non-Dimmable, 4100K, 13W	LUMAPRO	\$ 6.83	\$ 4.72
Lighting	1E522	Sleeve, Safety, 48 In, Clear	LUMAPRO	\$ 3.91	\$ 2.70
Lighting	1VN21	Electronic Ballast, T8 Lamps, 120/277V	PHILIPS ADVANCE	\$ 26.85	\$ 12.20
Lighting	1VN22	Electronic Ballast, T8 Lamps, 120/277V	PHILIPS ADVANCE	\$ 29.80	\$ 13.41
Lighting	4FZN3	Electronic Ballast, T12 Lamps, 120/277V	PHILIPS ADVANCE	\$ 26.85	\$ 13.29
Lighting	5YG67	CFL Ballast, Electronic, 93W, 120/277V	PHILIPS ADVANCE	\$ 48.10	\$ 23.29
Lighting	2MCX5	Electronic Ballast, T8 Lamps, 120/277V	PHILIPS ADVANCE	\$ 24.01	\$ 11.25
Lighting	41H214	Electronic Ballast, IOPA, T8, 120/277V	PHILIPS ADVANCE	\$ 33.05	\$ 15.75
Lighting	3A531	HID Ballast Kit, Metal Halide, 175W	PHILIPS ADVANCE	\$ 143.55	\$ 51.39
Lighting	1XWJ6	Electronic Ballast, CFL Lamps, 120/277V	PHILIPS ADVANCE	\$ 77.40	\$ 35.33
Lighting	1XWJ5	Electronic Ballast, CFL Lamps, 120/277V	PHILIPS ADVANCE	\$ 68.30	\$ 29.95
Lighting	1A029	HID Ballast Kit, Metal Halide, 400 W	PHILIPS ADVANCE	\$ 147.05	\$ 72.75
Lighting	3LE31	HID Ballast Kit, Metal Halide, 70 W	PHILIPS ADVANCE	\$ 115.70	\$ 69.09
Lighting	3V555	HID Ballast Kit, Metal Halide, 100 W	PHILIPS ADVANCE	\$ 104.45	\$ 73.03





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CATEGORY	GRANGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Lighting	4CY98	Lamp Recycling Kit,48"x12"x12"	RECYCLEPAK	\$ 126.70	\$ 68.82
Lighting	5KH66	Ballast Recycling Kit,14x10x11-1/2In	RECYCLEPAK	\$ 153.75	\$ 81.40
Lighting	11K572	LED Wall Fixture,45W,120V,4000L	W F HARRIS LIGHTING	\$ 334.50	\$ 234.15
Lubrication	4LRF8	Hvy Dty Penetrating Solvent,Aerosol,11oz	BLASTER	\$ 7.23	\$ 3.14
Lubrication	2F141	Multipurpose Lubricant,Aerosol,16 oz.	CRC	\$ 10.91	\$ 4.68
Lubrication	4JB56	Multipurpose Food Grade Grease,14 oz.	CRC	\$ 16.15	\$ 10.48
Lubrication	3EED7	Food Grade Silicone,Aerosol Can,10 oz.	CRC	\$ 10.33	\$ 6.71
Lubrication	6WB36	Electronic Lube Meter	LINCOLN	\$ 481.75	\$ 265.02
Lubrication	6Y888	Grease Gun,Lever Handle,10,000 psi	LINCOLN	\$ 45.25	\$ 20.94
Lubrication	6WA97	Grease Gun,Pistol Grip Handle,3500 psi	LINCOLN	\$ 38.60	\$ 18.04
Lubrication	5JC25	Battery,For Use with PowerLuber	LINCOLN	\$ 135.25	\$ 68.60
Lubrication	6Y914	Grease Control	LINCOLN	\$ 189.50	\$ 106.56
Lubrication	6Y894	Grease Gun,Pistol Grip Handle,6000 psi	LINCOLN	\$ 65.90	\$ 34.69
Lubrication	6Y912	Digital Oil Meter,4.0 GPM,1500 PSI	LINCOLN	\$ 795.00	\$ 442.24
Lubrication	6WB22	Grease Pump,120 lb./16 gal. Drum,50:1	LINCOLN	\$ 1,918.00	\$ 1,226.41
Lubrication	4KK76	Heavy Duty Silicone Lubrcnt,Aerosol,16oz	LPS	\$ 16.20	\$ 10.43
Lubrication	4UJ42	ThermaPlex(R)Multi-Purpose,Grease	LPS	\$ 10.46	\$ 6.68
Lubrication	6Y743	Greaseless Lubricant,Aerosol Can,11 oz.	LPS	\$ 20.43	\$ 17.62
Lubrication	5XB54	Mobil Polyrex EM,Motor Grease,13.7 oz.	MOBIL	\$ 11.35	\$ 4.66
Lubrication	1MUC1	Mobilgrease XHP 222, Grease, 13.7 oz.	MOBIL	\$ 6.41	\$ 3.14
Lubrication	4ZF34	Mobil DTE 25, Hydraulic, ISO 46, 5 gal	MOBIL	\$ 148.60	\$ 92.68
Lubrication	4ZF49	Mobilith SHC 100,Synthetic Grease,13.4oz	MOBIL	\$ 15.81	\$ 11.78
Lubrication	4BY69	Grease Gun,Lever,Hose,6000 psi	WESTWARD	\$ 36.30	\$ 18.93
Lubrication	4BY81	Grease Gun,Pistol,Hose,6000 psi	WESTWARD	\$ 52.75	\$ 31.25
Machining	1U196	Jobber Drill Set,Cobalt,29 PC	CHICAGO-LATROBE	\$ 320.50	\$ 236.65
Machining	1G915	Jobber Drill Bit Set,115pc,1/16 to 1/2In	CHICAGO-LATROBE	\$ 983.50	\$ 739.38
Machining	1M469	Jobber Drill Set,29 PC,HSS,118 Deg	CHICAGO-LATROBE	\$ 172.50	\$ 144.81
Machining	6X001	Jobber Drill Set,29 PC,HSS,118 Deg	CLE-LINE	\$ 139.80	\$ 114.38
Machining	2F146	Cutting Oil,16 oz,Aerosol	CRC	\$ 10.16	\$ 8.13
Machining	6MVH6	Drill Sharpener V-390	DAREX	\$ 2,039.00	\$ 1,441.88
Machining	2LKR9	Bench Grinder,8 In,3/4 HP,120 V,7 A	DAYTON	\$ 323.75	\$ 204.16
Machining	6YB32	Drill Bit Sharpener,180 Grit	DRILL DOCTOR	\$ 221.75	\$ 177.59
Machining	3KLR6	Tap and Die Set,114 pc,Carbon Steel	GEARWRENCH	\$ 478.00	\$ 323.98
Machining	4GB12	Drill/Tap/Countersink Set,SAE,6 Pc	GREENLEE	\$ 53.05	\$ 35.48
Machining	12G741	Press Accessory Set, 8 Pieces	HEIN-WERNER	\$ 1,174.00	\$ 731.37
Machining	2ETL4	Tap and Die Set,76 pc,High Carbon Steel	IRWIN HANSON	\$ 364.75	\$ 318.42
Machining	2LKN4	Tap and Die Set,5/16 to 1/2 In,40 pc	VERMONT AMERICAN	\$ 176.00	\$ 131.74



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Machining	1PZ38	Tap/Die Set,110 PC,HSS	WESTWARD	\$ 937.00	\$ 681.04
Machining	1PZ51	Tap/Die Set,41 Pieces	WESTWARD	\$ 180.00	\$ 140.49
Machining	1MZJ4	Hydraulic Shop Press,25 Ton	WESTWARD	\$ 1,892.00	\$ 1,322.25
Machining	4UM92	Jobber Drill Set,29 PC,HSS,118 Deg	WESTWARD	\$ 111.85	\$ 94.85
Machining	4UL54	Jobber Drill Bit,HSS,Black Oxide,1/4 In	WESTWARD	\$ 2.35	\$ 2.11
Machining	2C919	Carbide Bur Set,8 PC	WIDIA METAL REMOVAL	\$ 208.50	\$ 166.80
Material Handling	21R451	Attached Lid Container,Clear/Blue	AKRO-MILS	\$ 36.45	\$ 27.04
Material Handling	5W840	Shif Bin,11-5/8 In. L,4-1/8 In. W,4 In H	AKRO-MILS	\$ 2.54	\$ 2.14
Material Handling	5W853	Shif Bin,11-5/8 In. L,4-1/8 In. W,4 In H	AKRO-MILS	\$ 2.54	\$ 2.14
Material Handling	40K441	Shif Bin,11-5/8 In. L,6-5/8 In. W,4 In H	AKRO-MILS	\$ 4.15	\$ 3.32
Material Handling	9KA99	Ergo Office Chair W/Tilt,Black,17in-22in	BEVCO	\$ 355.00	\$ 223.99
Material Handling	5PKF7	Low Profile Hopper,2000 Lb,51 1/4x49	DAYTON	\$ 1,401.00	\$ 800.11
Material Handling	15A936	Hand Stretch Wrap,Clear,1500 ft.L,18in W	GRAINGER APPROVED	\$ 33.50	\$ 13.45
Material Handling	2A092	Chock,Wheel,8 In D,Black	GRAINGER APPROVED	\$ 23.33	\$ 18.28
Material Handling	7J809	Starter Cantilever Rack,1 Side,12 ft. H	GRAINGER APPROVED	\$ 2,834.00	\$ 1,816.23
Material Handling	7J808	Starter Cantilever Rack,1 Side,10 ft. H	GRAINGER APPROVED	\$ 2,314.00	\$ 1,507.40
Material Handling	15A846	Stretch Wrap,Purple,1000 ft.L,20in W	GRAINGER APPROVED	\$ 45.65	\$ 36.44
Material Handling	11A690	Shipping Carton,Kraft,12 In. D,65 lb.	GRAINGER APPROVED	\$ 3.38	\$ 2.69
Material Handling	10Y739	Shipping Carton,Kraft,14 In. W,24 In. L	GRAINGER APPROVED	\$ 5.24	\$ 4.19
Material Handling	4HXD9	Bungee Cord,Hook,36 In.L,3/8 in.D	GRAINGER APPROVED	\$ 2.69	\$ 2.15
Material Handling	1BTL3	Vertical Shelf Divider,20 ga.,Gray,PK12	HALLOWELL	\$ 111.00	\$ 65.54
Material Handling	1KBF4	Beam Tie,42LX3-3/16WX42DX1-1/2H,Gray	HUSKY	\$ 11.49	\$ 8.07
Material Handling	41D988	Pallet Rack Anchor Bolt,Length 4-3/4 In	HUSKY	\$ 3.66	\$ 2.91
Material Handling	16X776	Wire Rope Oval Sleeve,1/16 In,122 Copper	LOOS	\$ 0.21	\$ 0.17
Material Handling	4ZJ44	Wire Security Cart,900 lb.,24 In. W	METRO	\$ 1,503.00	\$ 902.86
Material Handling	1W765	Corrugated Shelf Bin,200 lb.,2-1/4 In. W	PACKAGING CORPORATION OF AMERICA	\$ 1.10	\$ 0.88
Material Handling	1W766	Corrugated Shelf Bin,200 lb.,4-1/4 In. W	PACKAGING CORPORATION OF AMERICA	\$ 1.23	\$ 0.98
Material Handling	1W767	Corrugated Shelf Bin,200 lb.,6-1/4 In. W	PACKAGING CORPORATION OF AMERICA	\$ 1.51	\$ 1.21
Material Handling	3EKW1	Crane Dynamometer,15.7 In. H,Aluminum	RON CRANE SCALES	\$ 5,647.00	\$ 4,519.32
Material Handling	2KGC8	Pallet Rack Upright Frame,48x48x120,Blue	STEEL KING	\$ 335.25	\$ 239.50
Material Handling	2CAE9	Pallet Rack Beam,120 LX5 In H,Yellow,PK2	STEEL KING	\$ 335.25	\$ 248.27
Material Handling	7B475	Rack,Bulk Storage	TENNSCO	\$ 368.50	\$ 219.30
Motors	10K089	Mtr,3 Ph,3 HP,1725,200-230/460V,Eff 83.1	CENTURY	\$ 503.50	\$ 259.84
Motors	4UE76	Motor,Split Ph,1/4 HP,1725,115V,48,ODP	CENTURY	\$ 121.60	\$ 69.83
Motors	4MA19	Room Air Cond Mtr,Shad Pol,OAO,1050 RPM	CENTURY	\$ 127.05	\$ 72.61
Motors	5XTA0	Mtr,3ph,1/2hp,1745/1140 200-230,Eff 61.0	CENTURY	\$ 413.00	\$ 258.27
Motors	4UU15	Room Air Cond Mtr,PSC,OAO,1075 RPM	CENTURY	\$ 175.50	\$ 106.72



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Motors	4UU20	Room Air Cond Mtr,PSC,OAD,1500 RPM	CENTURY	\$ 223.00	\$ 146.64
Motors	4GZC4	Mtr,3 Ph,15 HP,1770,208-230/460,Eff 93.0	DAYTON	\$ 1,447.00	\$ 738.52
Motors	3K771	Motor,1/4 HP,Split Ph,1725 RPM,115 V	DAYTON	\$ 97.30	\$ 63.05
Motors	3LU99	Condenser Fan Motor,3/4 HP,1075 rpm,60Hz	DAYTON	\$ 181.50	\$ 125.23
Motors	2NKY2	GP Mtr,3 Ph,ODP,2 HP,1745rpm,143-5T/56HZ	DAYTON	\$ 702.50	\$ 278.33
Motors	2NKY8	GP Mtr,3 Ph,ODP,3 HP,1770 rpm,182T	DAYTON	\$ 550.00	\$ 368.50
Motors	2MXW1	Mtr,3 Ph,20 HP,1770,208-230/460,Eff 93.0	DAYTON	\$ 1,529.00	\$ 1,024.43
Motors	2MXV7	Mtr,3 Ph,15 HP,1770,208-230/460,Eff 92.4	DAYTON	\$ 1,248.00	\$ 836.16
Motors	2NFD1	HVAC Motor,115/208 to 230V,3-1/8 In. L.	FASCO	\$ 75.65	\$ 50.69
Motors	44P043	Motor,3-Ph,TEFC,3 HP,1750 RPM,230/460V	MARATHON MOTORS	\$ 683.50	\$ 460.10
Motors	44Z312	Motor,3-Ph,3 HP,1750 RPM,230/460V	MARATHON MOTORS	\$ 652.50	\$ 437.18
Outdoor Equipment	5DKE9	Glue Trap,7 In. L,3-1/2 In. W	CATCHMASTER	\$ 0.51	\$ 0.41
Outdoor Equipment	4W499	Handheld Sprayer,3 gal.,Stainless Steel	CHAPIN	\$ 219.50	\$ 116.66
Outdoor Equipment	4JB47	Wasp and Hornet Killer,Aerosol,14 oz.	CRC	\$ 10.24	\$ 7.80
Outdoor Equipment	5NY99	Instant Canopy,10 Ft. X 10 Ft.	GRAINGER APPROVED	\$ 291.25	\$ 144.31
Outdoor Equipment	4VNG4	Kwik Cot Folding Cot	KAMP-RITE TENT COT INC	\$ 105.60	\$ 57.12
Outdoor Equipment	3WB72	Gas Pressure Washer,13HP,3000psi,3.5gpm	MI-T-M	\$ 2,068.00	\$ 1,654.40
Outdoor Equipment	3WB98	Rotary Surface Cleaner,28 In	MI-T-M	\$ 1,312.00	\$ 1,165.39
Outdoor Equipment	4HK65	Insect Repellent,Aerosol,6 oz. Weight	OFF	\$ 8.51	\$ 5.17
Outdoor Equipment	4HK60	Wasp and Hornet Killer,14 oz.	RAID	\$ 11.81	\$ 7.60
Outdoor Equipment	1P864	Water Hose,Rfnrcd Rubr,5/8 In ID,50 ft L	SWAN	\$ 43.50	\$ 31.59
Outdoor Equipment	1P650	Water Hose,Rfnrcd Rubr,3/4 In ID,50 ft L	SWAN	\$ 56.20	\$ 47.76
Outdoor Equipment	2DCB5	Wasp and Hornet Killer,Aerosol,12 oz.	TOUGH GUY	\$ 9.45	\$ 5.81
Outdoor Equipment	1WG32	Square Point Shovel,48 In.Handle,14 ga.	WESTWARD	\$ 65.60	\$ 18.51
Outdoor Equipment	20L435	Water Hose,Rfnrcd PVC,3/4 In ID,50 ft L	WESTWARD	\$ 37.30	\$ 22.64
Outdoor Equipment	1WG31	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	\$ 39.15	\$ 18.96
Outdoor Equipment	3YU82	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	\$ 30.40	\$ 25.40
Outdoor Equipment	1WG30	Lawn Rake,Steel,54 In,24 Tines	WESTWARD	\$ 21.53	\$ 11.95
Outdoor Equipment	1WG35	Grain Scoop,29-1/2 In. Handle,Aluminum	WESTWARD	\$ 48.10	\$ 40.38
Outdoor Equipment	3YU83	Square Point Shovel,47-1/2 In. Handle	WESTWARD	\$ 41.05	\$ 25.68
Outdoor Equipment	2MVR6	Wood Manure Fork,13-3/4 In	WESTWARD	\$ 50.05	\$ 27.89
Outdoor Equipment	1WG36	Seal-Coated Wood Bow Rake, 3 In. Tines	WESTWARD	\$ 40.25	\$ 24.28
Outdoor Equipment	2MVR9	Asphalt Lute,Aluminum,79 In,24 Tines	WESTWARD	\$ 91.80	\$ 76.10
Outdoor Equipment	1HLV3	Water Nozzle,Black/Red/ Maroon,5-1/2In L	WESTWARD	\$ 14.98	\$ 12.44
Paint Equipment and Supplies	1TTX2	Chip Brush,2in.,7-1/4in.PK24	GRAINGER APPROVED	\$ 32.10	\$ 19.02
Paint Equipment and Supplies	1XRJ7	Paint Brush,3in.,9-3/4in.	GRAINGER APPROVED	\$ 8.08	\$ 4.45
Paint Equipment and Supplies	4JX90	Film,Construction,6Mil, Clear	POLAR PLASTICS	\$ 158.00	\$ 84.13



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Paint Equipment and Supplies	4JX89	Film,Construction,4Mil,Clear	POLAR PLASTICS	\$ 102.40	\$ 56.71
Paint Equipment and Supplies	6FLZ5	Construction Film,10 x 100Ft,6Mil,Black	POLAR PLASTICS	\$ 76.35	\$ 44.27
Paint Equipment and Supplies	34AN83	Paint Tray,2 qt.,Polypropyln,11-19/32InL	PREMIER	\$ 4.88	\$ 3.17
Paint Equipment and Supplies	29UT38	Paint Roller Cover,9 in.,Poly	PREMIER	\$ 2.50	\$ 2.00
Paint Equipment and Supplies	29UT73	Paint Roller Frame,9 in.,Cage	PREMIER	\$ 3.81	\$ 3.35
Paint Equipment and Supplies	6KP32	Precsn Line Marking Paint,White,17 oz.	RUST-OLEUM	\$ 6.96	\$ 3.07
Paint Equipment and Supplies	6A379	Marking Wand	RUST-OLEUM	\$ 57.25	\$ 31.71
Paint Equipment and Supplies	5H903	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	\$ 10.03	\$ 4.54
Paint Equipment and Supplies	6A940	Striping Machine, 32" Length	RUST-OLEUM	\$ 189.00	\$ 101.60
Paint Equipment and Supplies	3BU10	Marking Chalk,White,17 oz.	RUST-OLEUM	\$ 8.66	\$ 3.76
Paint Equipment and Supplies	3BU13	Athletic Field Striping Paint,White,17oz	RUST-OLEUM	\$ 8.49	\$ 3.82
Paint Equipment and Supplies	6KN91	Precision Line Marking Paint,Green,17oz.	RUST-OLEUM	\$ 6.96	\$ 3.25
Paint Equipment and Supplies	6KN88	Precision Line Marking Paint,Blue,17oz.	RUST-OLEUM	\$ 6.96	\$ 3.25
Paint Equipment and Supplies	5W180	Cold Galvanizing Compound,20 oz	RUST-OLEUM	\$ 13.14	\$ 6.86
Paint Equipment and Supplies	6KP06	Precsn Line Marking Paint,Orange,17 oz.	RUST-OLEUM	\$ 6.96	\$ 3.46
Paint Equipment and Supplies	5H902	Rust Preventative Spray Paint,Tan,15 oz.	RUST-OLEUM	\$ 10.03	\$ 5.27
Paint Equipment and Supplies	6A938	Inverted Striping Paint,Yellow,18 oz.	RUST-OLEUM	\$ 12.03	\$ 6.58
Paint Equipment and Supplies	2ZLR4	V7400 Alkyd Enamel,Safety Yellow,1 gal.	RUST-OLEUM	\$ 83.25	\$ 48.49
Paint Equipment and Supplies	30RK24	Spray Paint,Chrome,11 oz.	RUST-OLEUM	\$ 10.03	\$ 8.27
Paint Equipment and Supplies	6KP31	Spray Paint,Gloss White,12 oz.	RUST-OLEUM	\$ 6.48	\$ 5.18
Paint Equipment and Supplies	6YH11	Precsn Line Marking Paint,Fi. Red,17 oz.	RUST-OLEUM	\$ 6.96	\$ 5.57
Paint Equipment and Supplies	6YH14	Precsn Line Marking Paint,Black,17 oz.	RUST-OLEUM	\$ 6.96	\$ 5.57
Paint Equipment and Supplies	6YH10	Precsn Line Marking Paint, Pink,17 oz.	RUST-OLEUM	\$ 6.96	\$ 5.57
Paint Equipment and Supplies	6KP10	Precsn Line Marking Paint, Red,17 oz.	RUST-OLEUM	\$ 6.96	\$ 5.57
Paint Equipment and Supplies	6A939	Inverted Striping Paint,White,18 oz.	RUST-OLEUM	\$ 12.03	\$ 9.62
Paint Equipment and Supplies	5U708	Rust Preventative Spray Paint,White,15oz	RUST-OLEUM	\$ 10.03	\$ 8.02
Paint Equipment and Supplies	3UW35	Paint Brush,3in.,10-1/4in.	WOOSTER	\$ 10.10	\$ 7.27
Paint Equipment and Supplies	3WB63	Paint Tray Liner,1 qt.,PET Recyc Plastic	WOOSTER	\$ 1.55	\$ 1.24
Plumbing	2EWA3	Strainer Check Stop Assembly	ACORN	\$ 213.25	\$ 111.85
Plumbing	1KAA1	Water Cooler,Wall Mount,8 gph,120VAC	ACORN	\$ 1,898.00	\$ 1,450.75
Plumbing	1KAA5	Metering Servomotor Assembly w/ Seat	ACORN	\$ 140.55	\$ 92.24
Plumbing	2EVX5	Water Chamber Assembly	ACORN	\$ 14.89	\$ 12.34
Plumbing	1KAA3	Water Diaphragm Assembly	ACORN	\$ 12.30	\$ 9.84
Plumbing	1MCE5	Water Cooler,Wall Mount,7.6 GPH	ELKAY	\$ 1,034.00	\$ 547.74
Plumbing	11U265	Filter Cartridge,Water Cooler,1.5 GPM	ELKAY	\$ 135.40	\$ 87.15
Plumbing	1PX54	Water Cooler,8 Gph	ELKAY	\$ 758.00	\$ 427.05
Plumbing	1PTJ5	Remote Water Chiller,8.0,1/15 HP,5.0-4.0	ELKAY	\$ 930.00	\$ 529.68



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Plumbing	5WFE8	Cartridge,For EV9272-41, EV9272-22	EVERPURE	\$ 128.55	\$ 69.02
Plumbing	4EEY1	Shower Curtain,Vinyl,White,72x42	GRAINGER APPROVED	\$ 21.48	\$ 14.39
Plumbing	1CVX1	Water Cooler,8 GPH,Wall Mount,ADA	HALSEY TAYLOR	\$ 1,013.00	\$ 466.34
Plumbing	5P051	Elbow,90,Close Rough,Wrot Copper,1/2 in.	NIBCO	\$ 1.05	\$ 0.50
Plumbing	3CFH6	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	\$ 6,514.00	\$ 3,647.54
Plumbing	6E747	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	\$ 5,152.00	\$ 2,868.71
Plumbing	3CFH3	Commercial Water Heater,120 gal.,208VAC	RHEEM-RUUD	\$ 4,203.00	\$ 2,340.17
Plumbing	2VED5	Automatic Flush Valve,Toilet,1.28 gpf	SLOAN	\$ 545.50	\$ 384.86
Plumbing	2XU24	Sensor Repair Kit,Urinals	SLOAN	\$ 338.75	\$ 166.66
Plumbing	2XU25	Sensor Repair Kit,Toilets	SLOAN	\$ 352.50	\$ 170.41
Plumbing	2XU31	Control Stop Repair Kit,1 In	SLOAN	\$ 17.18	\$ 8.60
Plumbing	2XJ96	Diaphragm,Black Rubber	SLOAN	\$ 8.55	\$ 4.73
Plumbing	2XU12	Inside Cover,Plastic	SLOAN	\$ 10.41	\$ 6.00
Plumbing	2XU17	Electronic Module,Toilets	SLOAN	\$ 250.00	\$ 133.17
Plumbing	2XU56	Actuator Cartridge Assembly	SLOAN	\$ 40.70	\$ 20.97
Plumbing	2XU10	White Relief Valve,Toilets	SLOAN	\$ 11.53	\$ 5.02
Plumbing	5P213	Repair Kit,Toilet,3.5 GPF	SLOAN	\$ 26.35	\$ 14.07
Plumbing	4LW51	Repair Kit,Toilet,1.6 GPF	SLOAN	\$ 34.75	\$ 19.46
Plumbing	5E546	Breaker Kit,Vacuum	SLOAN	\$ 4.43	\$ 3.49
Plumbing	5P212	Repair Kit,Urinal,1.5 GPF	SLOAN	\$ 28.45	\$ 20.50
Plumbing	5P211	Repair Kit,Toilet,4.5 GPF	SLOAN	\$ 26.20	\$ 20.50
Pneumatics	2G519	Manual Air Control Valve,4-Way,1/4in NPT	ARO	\$ 171.00	\$ 107.15
Pneumatics	5FYD6	Hose Reel,Hand Crank,3/4 In ID x 100 Ft	COXREELS	\$ 417.75	\$ 351.84
Pneumatics	3YA43	Refrigerated Air Dryer	HANKISON	\$ 892.50	\$ 621.28
Pneumatics	3JF01	Air Paving Breaker,1250 BPM,70.0 CFM	INGERSOLL-RAND	\$ 1,726.00	\$ 1,071.32
Pneumatics	4R774	Electric Air Compressor,2 Stage,15 HP	INGERSOLL-RAND	\$ 6,019.00	\$ 3,928.48
Pneumatics	3FRU2	Electric Air Compressor,2 Stage,16.8 cfm	INGERSOLL-RAND	\$ 4,244.00	\$ 3,195.29
Pneumatics	16V888	Electric Air Compressor,2 Stage,14 cfm	INGERSOLL-RAND	\$ 2,037.00	\$ 1,545.48
Pneumatics	5LA70	Air Impact Wrench,1 In. Dr.,5000 rpm	INGERSOLL-RAND	\$ 890.00	\$ 620.63
Pneumatics	2YY83	Compressor Oil,1L	INGERSOLL-RAND	\$ 25.90	\$ 16.79
Pneumatics	4HK89	Hose Reel,Spring,3/8",50 ft	REELCRAFT	\$ 344.75	\$ 173.95
Pneumatics	4LW38	Air Compressor,13 HP,Honda	SPEEDAIRE	\$ 2,673.00	\$ 2,227.20
Pneumatics	6Z788	Multipurpose Air Hose,3/8 In.,50 ft. L	SPEEDAIRE	\$ 73.40	\$ 44.52
Pneumatics	4ZL78	Air Line Lubricator,1/4in,60 cfm,250 psi	SPEEDAIRE	\$ 56.00	\$ 44.80
Power Tools	2AEU6	Cordless Drill/Driver Kit,18.0V,1/2in.	DEWALT	\$ 276.50	\$ 204.00
Power Tools	5AB52	Battery,28V,3.0Ah,Li-Ion	MILWAUKEE	\$ 251.25	\$ 143.82
Power Transmission	2L453	V-Belt,Cogged,5VX1320	DAYTON	\$ 150.25	\$ 81.92



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Power Transmission	2L452	V-Belt,Cogged,5VX1250	DAYTON	\$ 142.45	\$ 77.72
Power Transmission	3GXC1	V-Belt,Cogged,BX84	DAYTON	\$ 57.15	\$ 31.17
Power Transmission	6L287	V-Belt,Cogged,BX81	DAYTON	\$ 51.05	\$ 27.83
Power Transmission	6A135	V-Belt,Cogged,BX85	DAYTON	\$ 55.15	\$ 30.08
Pumps	5VD15	Pump,Sump	ARO	\$ 2,502.00	\$ 2,001.60
Pumps	12F735	Oil Transfer Pump,Electric,1/2 HP,115V	DAYTON	\$ 656.00	\$ 425.17
Pumps	1DLP4	Drum Pump,110VAC,1 HP,60 Hz	DAYTON	\$ 1,552.00	\$ 873.03
Pumps	5RZP1	Submersible Sewage Pump,5 HP,3Ph,480 VAC	DAYTON	\$ 3,351.00	\$ 2,177.66
Pumps	3BB88	Submersible Sewage Pump,1/2 HP	DAYTON	\$ 483.25	\$ 403.01
Pumps	3BB83	Pump,Effluent,1/2hp	DAYTON	\$ 1,048.00	\$ 538.98
Pumps	5RWG4	Pump,Fountain,1 HP	DAYTON	\$ 1,422.00	\$ 963.00
Pumps	4HU70	Pump,Effluent,1/2hp	DAYTON	\$ 684.00	\$ 301.95
Pumps	2JGA7	Submersible Sewage Pump,1 HP	DAYTON	\$ 899.50	\$ 584.59
Pumps	1P894	Fuel Transfer Pump,1/4 hp,15 gpm	FILL-RITE	\$ 441.25	\$ 341.99
Pumps	12U438	Ultrasonic Level Transmitter,18.0 Ft	FLOWLINE	\$ 802.00	\$ 528.50
Pumps	4NE73	Submersible Sewage Pump,1HP,460V,53 ft.	GOULDS WATER TECHNOLOGY	\$ 1,293.00	\$ 854.65
Pumps	4YLN7	Suction and Discharge Hose,2 In x 20 ft	GRAINGER APPROVED	\$ 377.75	\$ 215.82
Pumps	4YLN6	Suction and Discharge Hose,1-1/2Inx20 ft	GRAINGER APPROVED	\$ 308.50	\$ 181.04
Pumps	6YZE9	Pump Hose Kit,Quick Coupling,3 In ID	GRAINGER APPROVED	\$ 488.00	\$ 305.87
Pumps	6DLY5	Engine Driven Trash Pump, 242 cc	HONDA	\$ 2,295.00	\$ 1,654.74
Pumps	4NX11	Pump,Bilge,12 Vdc	RULE	\$ 137.00	\$ 109.60
Pumps	4UN19	Pump,Diaphragm,12 Vdc	SHURFLO	\$ 230.25	\$ 148.00
Pumps	4NA11	Metering Pump, 5 GPD, 100 PSI	STENNER	\$ 615.00	\$ 415.84
Pumps	4NA19	Metering Pump, 40 GPD, 100 PSI	STENNER	\$ 1,071.00	\$ 719.02
Pumps	4NA15	Metering Pump, 85 GPD, 25 PSI	STENNER	\$ 605.50	\$ 409.02
Pumps	6WY63	Pump,Submersible,12VDC	WARREN-RUPP	\$ 1,094.00	\$ 875.20
Pumps	2P550	Sump Pump,1/2 HP,1-1/2In NPT,23ft Max,CI	ZOELLER	\$ 328.25	\$ 191.25
Pumps	2P547	Sump Pump,3/10HP,1-1/2In NPT,19ft Max,CI	ZOELLER	\$ 292.00	\$ 131.95
Pumps	4NW01	Sump Pump,1 HP,1-1/2In NPT,50ft Max,CI	ZOELLER	\$ 718.00	\$ 443.46
Pumps	19T426	Sump Pump,1HP,1-1/2In NPT,50ft Max,PP	ZOELLER	\$ 753.50	\$ 512.89
Pumps	2P552	Submersible Sewage Pump,1/2HP,115V,21 ft	ZOELLER	\$ 604.00	\$ 386.55
Safety	4JF99	Disposable Respirator,N95,Universal,PK10	3M	\$ 33.40	\$ 16.57
Safety	3UXV6	Safety Glasses,Gray,Antifog	3M	\$ 18.28	\$ 12.97
Safety	5JDW7	Safety Glasses,Clear,Uncoated	3M	\$ 1.70	\$ 1.19
Safety	3NTJ8	Safety Glasses,Clear,Antifog	3M	\$ 5.15	\$ 3.61
Safety	9K976	Notice Security Sign,7 x 10In,AL,ENG	ACCUFORM SIGNS	\$ 15.91	\$ 4.48
Safety	9K978	Notice Admittance Sign,10 x 14In,AL,ENG	ACCUFORM SIGNS	\$ 27.45	\$ 7.81



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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Safety	9K977	Notice Sign, 7 x 10 In., Plastic	ACCUFORM SIGNS	\$ 12.88	\$ 4.48
Safety	4T415	CutRes Gloves, XL, Yellow, PR	ANSELL	\$ 6.66	\$ 3.30
Safety	1RL38	Chemical Resistant Glove, 17 mil, Sz 10, PR	ANSELL	\$ 1.23	\$ 0.62
Safety	4XT04	Disposable Gloves, Latex, L, Natural, PK100	ANSELL	\$ 16.73	\$ 7.65
Safety	5AZ80	Chemical Resistant Glove, 14" L, Sz 10, PR	ANSELL	\$ 10.75	\$ 6.14
Safety	1RL58	Disposable Gloves, Nitrile, L, Blue, PK100	ANSELL	\$ 15.90	\$ 10.59
Safety	1RL57	Disposable Gloves, Nitrile, M, Blue, PK100	ANSELL	\$ 15.90	\$ 10.59
Safety	1RL59	Disposable Gloves, Nitrile, XL, Blue, PK100	ANSELL	\$ 15.90	\$ 10.59
Safety	1RL37	Chemical Resistant Glove, 17 mil, Sz 9, PR	ANSELL	\$ 1.23	\$ 0.82
Safety	1RL36	Chemical Resistant Glove, 17 mil, Sz 8, PR	ANSELL	\$ 1.23	\$ 0.82
Safety	4GC50	Disposable Gloves, Nitrile, L, Teal, PK100	ANSELL	\$ 18.50	\$ 12.95
Safety	4JU93	Coated Gloves, 9, Black/Gray, PR	ANSELL	\$ 3.94	\$ 2.11
Safety	4XT05	Disposable Gloves, Latex, XL, Natural, PK100	ANSELL	\$ 16.73	\$ 12.41
Safety	4T412	Coated Gloves, 10XL, Tan, PR	ANSELL	\$ 4.24	\$ 2.97
Safety	4XT09	Disposable Gloves, Latex, XL, Natural, PK100	ANSELL	\$ 12.56	\$ 8.79
Safety	2RA97	Coated Gloves, L, Black, Polyurethane, PR	ANSELL	\$ 2.39	\$ 1.67
Safety	4JU94	Coated Gloves, 10, Black/Gray, PR	ANSELL	\$ 3.94	\$ 2.76
Safety	4XT03	Disposable Gloves, Latex, M, Natural, PK100	ANSELL	\$ 16.73	\$ 11.71
Safety	4XT02	Disposable Gloves, Latex, S, Natural, PK100	ANSELL	\$ 16.73	\$ 11.71
Safety	2AR69	Pre-Moistened Cleaning Tissues, PK100	BAUSCH & LOMB	\$ 16.44	\$ 11.51
Safety	11Z089	Floor Marking Tape, Roll, 21h W, 100 ft. L	BRADY	\$ 60.95	\$ 40.24
Safety	5KCY4	Carbon Monoxide Alarm, Electrochemical, 9V	BRK	\$ 48.15	\$ 24.18
Safety	2FTP4	Smoke and Carbon Monoxide Alarm	BRK	\$ 82.90	\$ 53.84
Safety	3PTG7	Eyewear Rtnr, Bk, Std End/Fits Most, Std Fr	CHUMS	\$ 4.36	\$ 3.05
Safety	1AV08	Jersey Gloves, Poly/Cotton, L, Brown, PR	CONDOR	\$ 1.73	\$ 0.44
Safety	5JK50	Knit Dotted Glove, Poly/Cotton, L, PR	CONDOR	\$ 1.11	\$ 0.42
Safety	3ZL49	Leather Drivers Gloves, Cowhide, XL, PR	CONDOR	\$ 9.90	\$ 5.45
Safety	3ZL50	Leather Drivers Gloves, Cowhide, L, PR	CONDOR	\$ 9.90	\$ 5.45
Safety	3ZL53	Leather Gloves, Patch Palm, L, PR	CONDOR	\$ 3.99	\$ 1.47
Safety	1VT70	Chemical Splash/Impact Resistant Goggles	CONDOR	\$ 9.55	\$ 2.96
Safety	2XMA8	Disposable Gloves, Nitrile, L, Blue, PK100	CONDOR	\$ 12.15	\$ 8.51
Safety	2XMA7	Disposable Gloves, Nitrile, M, Blue, PK100	CONDOR	\$ 12.15	\$ 8.51
Safety	4VCK2	Safety Glasses, Clear, Scratch-Resistant	CONDOR	\$ 3.68	\$ 1.91
Safety	1VT47	Leather Drivers Gloves, Goatskin, L, PR	CONDOR	\$ 9.57	\$ 6.70
Safety	2MCZ6	Leather Drivers Gloves, Cowhide, 2XL, PR	CONDOR	\$ 9.90	\$ 6.93
Safety	1VT50	Leather Drivers Gloves, Goatskin, XL, PR	CONDOR	\$ 9.57	\$ 6.70
Safety	1AJ23	Leather Drivers Gloves, Cowhide, L, PR	CONDOR	\$ 9.90	\$ 6.93





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CATEGORY	GRANGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Safety	2VLA1	Safety Glasses,Gray,Scratch-Resistant	CONDOR	\$ 8.32	\$ 2.56
Safety	1FYX8	Safety Glasses,Gray,Scratch-Resistant	CONDOR	\$ 3.33	\$ 1.31
Safety	4EY97	Safety Glasses,Clear,Uncoated	CONDOR	\$ 1.36	\$ 0.95
Safety	1FYX6	Safety Glasses,Clear,Scratch-Resistant	CONDOR	\$ 2.32	\$ 1.29
Safety	2MDA6	Leather Gloves,Single Palm,L,PR	CONDOR	\$ 4.13	\$ 2.82
Safety	2MDA7	Leather Gloves,Single Palm,XL,PR	CONDOR	\$ 4.13	\$ 2.98
Safety	2ELH3	Leather Drivers Gloves,Cowhide,XL,PR	CONDOR	\$ 11.89	\$ 8.32
Safety	6AW35	Leather Drivers Gloves,Cowhide,M,PR	CONDOR	\$ 9.90	\$ 6.93
Safety	1EJY3	Rain Poncho w/Hood,Ylw,Universal	CONDOR	\$ 5.74	\$ 3.93
Safety	5AJ37	Leather Gloves,Patch Palm,XL,PR	CONDOR	\$ 3.99	\$ 2.55
Safety	2ELG9	Leather Drivers Gloves,Cowhide,L,PR	CONDOR	\$ 7.12	\$ 4.98
Safety	3BA43	Disposable Gloves,Vinyl,XL,Clear,PK100	CONDOR	\$ 5.98	\$ 4.19
Safety	3ZL51	Leather Drivers Gloves,Cowhide,M,PR	CONDOR	\$ 9.90	\$ 6.93
Safety	2UJ4	Jersey Gloves,Poly/Cotton, L,Brown,PR	CONDOR	\$ 2.94	\$ 2.00
Safety	5JE26	Safety Glasses,Clear,Scratch-Resistant	CONDOR	\$ 2.18	\$ 1.53
Safety	5PE83	Drivers Gloves,Split Leather,Gray,L,PR	CONDOR	\$ 4.96	\$ 3.47
Safety	19L482	Coated Gloves,XL,Black/Black,PR	CONDOR	\$ 1.87	\$ 1.31
Safety	19L483	Coated Gloves,L,Black/Black,PR	CONDOR	\$ 1.87	\$ 1.31
Safety	5JH03	Leather Gloves,Gauntlet Cuff,L,PR	CONDOR	\$ 8.50	\$ 2.94
Safety	3ZL57	Jersey Gloves,Cotton, L,Brown,PR	CONDOR	\$ 2.20	\$ 1.13
Safety	1AD87	Jersey Gloves,Poly/Cotton, L,Brown,PR	CONDOR	\$ 3.29	\$ 2.17
Safety	5AX05	Jersey Gloves,Poly/Cotton, L,Brown,PR	CONDOR	\$ 2.38	\$ 1.47
Safety	1VT99	Safety Glasses,Clear,Scratch-Resistant	CONDOR	\$ 4.15	\$ 2.91
Safety	26K984	Delineator Post,White,HDPE,36 In	CORTINA	\$ 65.00	\$ 44.05
Safety	13P893	Traffic Barrel,HDPE,4.1-1/2 In. H	CORTINA	\$ 69.55	\$ 43.88
Safety	5MNZ2	Complete Confined Space Rescue System	DBI-SALA	\$ 4,707.00	\$ 2,499.46
Safety	3KN29	Drum Spill Containment Pallet,4 Drum,8k lb.	EAGLE	\$ 485.00	\$ 262.94
Safety	3JRL6	Safety Glasses,Gray,Uncoated	ELVEX	\$ 4.58	\$ 2.95
Safety	5MPK8	Smoke Alarm,Ionization,120VAC,9V	FIREX	\$ 24.73	\$ 21.04
Safety	3AP83	Sports Drink Mix,Fruit Punch	GATORADE	\$ 7.60	\$ 3.66
Safety	1AZ97	Sports Drink Mix,Glacier Freeze	GATORADE	\$ 7.60	\$ 3.67
Safety	5T405	Sports Drink Mix,Lemon-Lime	GATORADE	\$ 7.60	\$ 3.67
Safety	5T406	Sports Drink Mix,Orange	GATORADE	\$ 7.60	\$ 4.31
Safety	3AM69	Sports Drink Mix,Riptide Rush	GATORADE	\$ 7.60	\$ 4.31
Safety	10K362	Sports Drink Mix,Fruit Punch,PK8	GATORADE	\$ 7.96	\$ 6.37
Safety	3UYW7	Sports Drink Mix,Riptide Rush	GATORADE	\$ 3.61	\$ 2.89
Safety	3UYW6	Sports Drink Mix,Orange	GATORADE	\$ 3.61	\$ 2.89





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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Safety	3UYW5	Sports Drink Mix,Lemon-Lime	GATORADE	\$ 3.61	\$ 2.89
Safety	6FHA1	Traffic Cone,28In,Orange	GRAINGER APPROVED	\$ 42.30	\$ 15.35
Safety	6FGZ1	Traffic Cone,18In,Orange	GRAINGER APPROVED	\$ 11.74	\$ 9.83
Safety	6FGZ2	Traffic Cone,28In,Orange	GRAINGER APPROVED	\$ 19.45	\$ 16.29
Safety	6FGZ7	Traffic Cone,18In,Orange	GRAINGER APPROVED	\$ 27.65	\$ 11.57
Safety	6FHA9	Traffic Cone,18In,Orange	GRAINGER APPROVED	\$ 14.08	\$ 11.79
Safety	6FGZ4	Traffic Cone,18In,Orange	GRAINGER APPROVED	\$ 17.99	\$ 15.06
Safety	4ACD4	Barricade Tape,Yellow/Black,1000ft x 3In	GRAINGER APPROVED	\$ 23.48	\$ 20.45
Safety	4A416	Barricade Tape,Yellow/Black,1000ft x 3In	GRAINGER APPROVED	\$ 23.43	\$ 20.45
Safety	1N956	Barricade Tape,Yellow/Black,1000ft x 3In	GRAINGER APPROVED	\$ 23.48	\$ 20.45
Safety	4VT70	Disposable Respirator,N95,M/L,PK20	HONEYWELL	\$ 28.25	\$ 16.64
Safety	4VT68	Nuisance Dust Mask,Universal,PK50	HONEYWELL	\$ 12.29	\$ 7.18
Safety	2AFC1	Coated Gloves,XL,Blue/White,PR	HONEYWELL	\$ 5.71	\$ 4.00
Safety	26KF07	Hand Warmer,2-1/4 in. x 3-1/2 in.,PR	HOTHANDS	\$ 1.19	\$ 0.86
Safety	2KMD1	Ear Plugs,21dB,Corded,Sml,PR	HOWARD LEIGHT BY HONEYWELL	\$ 3.08	\$ 2.16
Safety	2KMC9	Ear Plugs,21dB,Corded,Univ,PR	HOWARD LEIGHT BY HONEYWELL	\$ 3.08	\$ 2.16
Safety	5DDA9	Beverage Cooler,5 gal.,Yellow	IGLOO	\$ 57.15	\$ 27.69
Safety	6YG04	Beverage Cooler,2 gal.,Yellow	IGLOO	\$ 45.80	\$ 19.95
Safety	3ZC45	Beverage Cooler,3 gal.,Yellow	IGLOO	\$ 58.35	\$ 26.39
Safety	36FN73	Beverage Cooler,1 gal.,Wide Mouth	IGLOO	\$ 20.14	\$ 17.31
Safety	16D320	Beverage Cooler,1 gal.	IGLOO	\$ 16.64	\$ 13.31
Safety	2UYF4	Safety Glasses,Smoke Mirror	JACKSON SAFETY	\$ 8.20	\$ 3.07
Safety	2UYF3	Safety Glasses,Clear,Scratch-Resistant	JACKSON SAFETY	\$ 7.95	\$ 5.26
Safety	6AJW7	Fire Extingshr,Dry Chemical,ABC,1A:10B:C	KIDDE	\$ 43.15	\$ 25.54
Safety	5MPL7	Smoke Alarm,Ionization, Photoelectric,9V	KIDDE	\$ 41.80	\$ 32.36
Safety	3TCT1	Smoke Alarm,Ionization,9V	KIDDE	\$ 10.81	\$ 8.65
Safety	3LPG2	Instant Cold Pack,White,6In. x 4In.	MEDI-FIRST	\$ 0.87	\$ 0.70
Safety	2ELK7	Coated Gloves,Black/Gray,L,PR	MEMPHIS GLOVE	\$ 4.45	\$ 3.12
Safety	3RRK7	Disposable Gloves,Nitrile,XL,Blue,PK50	MICROFLEX	\$ 20.91	\$ 12.83
Safety	3RRK4	Disposable Gloves,Nitrile,L,Blue,PK50	MICROFLEX	\$ 20.91	\$ 12.90
Safety	2TEN1	Disposable Gloves,Latex,L,Blue,PK50	MICROFLEX	\$ 28.30	\$ 18.42
Safety	2VLZ8	Disposable Gloves,Nitrile,L,Black,PK100	MICROFLEX	\$ 16.06	\$ 11.98
Safety	2VLZ9	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	\$ 16.06	\$ 11.98
Safety	2TEN2	Disposable Gloves,Latex,XL,Blue,PK50	MICROFLEX	\$ 28.30	\$ 20.42
Safety	3NEZ2	Disposable Gloves,Nitrile,M,Black,PK100	MICROFLEX	\$ 20.18	\$ 14.13
Safety	3NEZ1	Disposable Gloves,Nitrile,L,Black,PK100	MICROFLEX	\$ 20.18	\$ 14.13
Safety	3NEZ4	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	\$ 20.18	\$ 14.13



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CATEGORY	GRANGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Safety	2TEK8	Disposable Gloves,Latex,XL,Natural,PK100	MICROFLEX	\$ 25.90	\$ 18.13
Safety	3RRK5	Disposable Gloves,Nitrile,M,Blue,PK50	MICROFLEX	\$ 20.91	\$ 14.64
Safety	3RRK6	Disposable Gloves,Nitrile,S,Blue,PK50	MICROFLEX	\$ 20.91	\$ 14.64
Safety	3NEZ6	Disp. Gloves,Nitrile,2XL,Black,PK100	MICROFLEX	\$ 20.18	\$ 14.13
Safety	3NEZ3	Disposable Gloves,Nitrile,S,Black,PK100	MICROFLEX	\$ 20.18	\$ 14.13
Safety	4DA81	MSA Millennium(TM) CBRN Mask,L	MSA	\$ 796.00	\$ 325.38
Safety	4DA82	Canister	MSA	\$ 105.30	\$ 44.20
Safety	4DA80	MSA Millennium(TM) CBRN Mask,M	MSA	\$ 796.00	\$ 346.80
Safety	5EMR3	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	MSA	\$ 1,498.00	\$ 838.66
Safety	4LN96	Hard Hat,FullBrim,White	MSA	\$ 30.60	\$ 17.80
Safety	4LN95	Hard Hat,Front Brim,Fastrac,White	MSA	\$ 25.35	\$ 14.71
Safety	3PAJ9	Emergency Blanket,Yellow,54In x 80In	NORTH BY HONEYWELL	\$ 6.34	\$ 5.07
Safety	2WTN7	Coated Gloves,L,Black/Red,PR	NORTH BY HONEYWELL	\$ 4.31	\$ 3.02
Safety	2WTN8	Coated Gloves,XL,Black/Red,PR	NORTH BY HONEYWELL	\$ 4.31	\$ 3.02
Safety	2WTN6	Coated Gloves,M,Black/Red,PR	NORTH BY HONEYWELL	\$ 4.31	\$ 3.02
Safety	1PBT3	Sunscreen Lotion,Bottle,4 oz.	PHYSICIANS CARE	\$ 10.44	\$ 8.35
Safety	34WR27	Safety Glasses,Clear, Straight	PYRAMEX	\$ 1.71	\$ 1.20
Safety	3RYL1	Prot Goggles,Antifg,Clr	SELLSTROM	\$ 5.01	\$ 3.51
Safety	3AB66	Disposable Gloves,Nitrile,XL,Blue,PK50	SHOWA BEST	\$ 25.90	\$ 18.13
Safety	2UYG5	Safety Glasses,Smoke,Antifg,Scratch-Rsint	SMITH & WESSON	\$ 12.35	\$ 8.65
Safety	4VB22	Universal Absorbent,25 lb.,Bag	STARDUST	\$ 26.70	\$ 22.70
Safety	5T258	Boot,Hip,Sz 12,Pr	TALON TRAX	\$ 121.64	\$ 65.25
Safety	5T259	Boot,Hip,Sz 13,Pr	TALON TRAX	\$ 121.64	\$ 65.25
Safety	5T257	Boot,Hip,Sz 11,Pr	TALON TRAX	\$ 121.64	\$ 64.93
Safety	6HCA5	Gas Cylinder Cabinet,40 in,W,Capacity 18	VESTIL	\$ 1,786.00	\$ 1,186.92
Safety	10K299	High Visibility Vest,Class 2,L/XL,Lime	VIKING	\$ 12.99	\$ 9.37
Safety	10K301	Hi Vis Vest,Class 2,2XL/3XL,Lime	VIKING	\$ 12.99	\$ 9.37
Security	11Z736	Gas Mask Pouch,Black	BLACKHAWK	\$ 89.60	\$ 42.84
Security	9CYC1	Spring Lock Seal,Plastic,Red,PK100	BROOKS	\$ 20.28	\$ 13.67
Security	3YMK3	Evidence Bag,Dual Sided,12 x 9 In,PK100	CORTECH	\$ 88.55	\$ 52.10
Security	3YMK2	Evidence Bag,Dual Sided,8 x 5 In,PK100	CORTECH	\$ 73.80	\$ 43.95
Security	1ZTA2	Ground Search Metal Detector,Plastic	GARRETT METAL DETECTORS	\$ 242.75	\$ 194.20
Security	1PGP7	Key Reel,48 In,Keplar(R) Cord,Belt Clip	KEY-BAK	\$ 18.73	\$ 15.80
Security	1D573	Combination Padlock,Center,Black/Silver	MASTER LOCK	\$ 11.25	\$ 4.90
Security	1U173	Combination Padlock,Bottom,Brass	MASTER LOCK	\$ 30.35	\$ 19.12
Security	1U172	Combination Padlock,Bottom,Brass	MASTER LOCK	\$ 26.05	\$ 17.43
Security	3UU68	Cable Lock,6 ft. L	MASTER LOCK	\$ 36.85	\$ 23.41



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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	CATALOG PRICE	2017 MEMBER PRICE
Security	1A445	Keyed Padlock, Alike, 1-3/4"W	MASTER LOCK	\$ 16.03	\$ 9.73
Security	1A376	Keyed Padlock, Different, 1-9/16"W	MASTER LOCK	\$ 12.70	\$ 7.62
Security	3HUJ4	Keyed Padlock, Alike, 1-3/4"W, PK3	MASTER LOCK	\$ 44.50	\$ 26.64
Security	3HUC6	Keyed Padlock, Alike, 1-3/4"W	MASTER LOCK	\$ 11.93	\$ 7.59
Security	3LXU8	Keyed Padlock, Alike, W	MASTER LOCK	\$ 8.16	\$ 5.16
Security	3T984	Keyed Padlock, Alike, 1-1/8"W	MASTER LOCK	\$ 14.78	\$ 10.17
Security	4YH24	Keyed Padlock, Alike, 1-1/2"W	MASTER LOCK	\$ 5.45	\$ 4.80
Security	3XHT2	Barrier Post with Belt, 7-1/2 ft. L, Black	TENSABARRIER	\$ 187.00	\$ 94.57
Security	6NW01	Barrier Post with Belt, 7-1/2 ft. L	TENSABARRIER	\$ 217.00	\$ 141.74
Security	8NUJ0	Tactical Gear Bag, 12WX34L	TEXSPORT	\$ 55.00	\$ 32.40
Security	2YJT1	Pull Tight Seal, 12 x 43/64 In, HDPE, PK50	TYDENBROOKS	\$ 10.07	\$ 9.04
Test Instruments	4JNV4	Voltage Detector, 30 to 122,000VAC	AMPROBE	\$ 325.00	\$ 209.39
Test Instruments	5WJ63	Pressure Gauge, 0 to 300 psi, 3-1/2In	ASHCROFT	\$ 30.05	\$ 20.30
Test Instruments	4KF17	Split Jaw Clamp Meter, LCD, 100A	FLUKE	\$ 200.00	\$ 136.68
Test Instruments	16X949	IR Therm, 1" @ 10", -22 to 932 Deg. F	FLUKE	\$ 125.00	\$ 97.65
Test Instruments	4KF19	Split Jaw Clamp Meter, 100A	FLUKE	\$ 150.00	\$ 104.62
Test Instruments	46N341	Multimeter and Clampmeter Kit	FLUKE	\$ 350.00	\$ 285.00
Test Instruments	2KU25	Voltage Detector, 5 In. L, 90 to 1000VAC	FLUKE	\$ 37.50	\$ 28.03
Test Instruments	2NRW4	Crcct Breakr Finder, 0-750, Enrgzd/UnEnrgzd	GREENLEE	\$ 1,417.00	\$ 720.54
Test Instruments	1UG78	Buried Cable Locator	GREENLEE	\$ 1,142.00	\$ 752.51
Test Instruments	2CYL7	Digital Solar Powered Thermometer, Black	WEISS	\$ 73.45	\$ 58.76
Welding	33V968	Self-Igniting Torch Kit 2-Piece	BERNZOMATIC	\$ 46.55	\$ 30.25
Welding	33V971	Pencil Flame Torch Kit 7-Piece	BERNZOMATIC	\$ 47.35	\$ 34.06
Welding	4NE96	Torch, Brazing	BERNZOMATIC	\$ 84.40	\$ 54.63
Welding	5JC04	Duster, Economical, 10oz	CHEMTRONICS	\$ 23.34	\$ 13.36
Welding	3THF8	Brazing Rod, 0.050x1/8x20, 1190-1480 F, PK7	HARRIS	\$ 92.75	\$ 67.02
Welding	3KNR2	Welding Curtain, 10 ft. W, 6 ft., Olive	STEINER	\$ 102.00	\$ 62.39
Welding	5KJ43	Handle, Torch	VICTOR	\$ 333.00	\$ 264.62
Welding	4Z764	Gun, Soldering, 260 W	WELLER	\$ 91.15	\$ 72.92
Welding	1UYG8	Plumbing Solder, Dia 0.118 In, 1lb	WORTHINGTON	\$ 46.00	\$ 36.80
Welding	2YMW6	Fuel Cylinder, MAP-Pro, 14.1 oz	WORTHINGTON CYLINDERS	\$ 19.55	\$ 12.67
Welding	5UX34	Fuel Cylinder, Propane, 14.1 oz	WORTHINGTON CYLINDERS	\$ 13.99	\$ 8.82



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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	1E041	Halogen Light Bulb,T3,150W	GE LIGHTING	\$ 22.46	\$ 8.13
Lighting	1E255	Mini Incandescent Bulb,939,5.0W,T5,6V	GE LIGHTING	\$ 1.30	\$ 0.40
Lighting	1E295	Incandescent Reflector Lamp,R40,250W	GE LIGHTING	\$ 30.65	\$ 8.20
Lighting	13X835	Ceramic Metal Halide Lamp,ED28,250W	GE LIGHTING	\$ 28.95	\$ 46.88
Lighting	18L038	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 8.73	\$ 2.58
Lighting	18L039	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 8.36	\$ 2.57
Lighting	18L040	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 8.81	\$ 2.59
Lighting	18L041	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 10.54	\$ 3.24
Lighting	18L042	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 10.19	\$ 3.24
Lighting	18L043	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 11.93	\$ 3.25
Lighting	19RT46	Screw-In CFL,Non-Dim,T3,4100K,23W	GE LIGHTING	\$ 10.14	\$ 3.76
Lighting	19RT47	Screw-In CFL,Non-Dim,T3,2700K,23W	GE LIGHTING	\$ 11.11	\$ 3.77
Lighting	1C292	High Pressure Sodium Lamp,ED23,5,50W	GE LIGHTING	\$ 31.35	\$ 13.80
Lighting	1C304	Miniature Lamp,909,4.0W,T5,6V	GE LIGHTING	\$ 1.38	\$ 0.38
Lighting	1C460	Miniature Lamp,85,1.0W,T1 3/4,28V	GE LIGHTING	\$ 1.71	\$ 0.57
Lighting	1C514	Incandescent Light Bulb,CA10,25W	GE LIGHTING	\$ 2.74	\$ 0.77
Lighting	1C736	Halogen Floodlight,MR11,20W	GE LIGHTING	\$ 22.04	\$ 6.75
Lighting	1C886	Miniature Lamp,387,1.0W,T1 3/4,28V	GE LIGHTING	\$ 1.73	\$ 0.48
Lighting	1C908	Miniature Lamp,327,1.0W,T1 3/4,28V	GE LIGHTING	\$ 1.75	\$ 0.40
Lighting	1CWY1	Incandescent Light Bulb,A19,25W	GE LIGHTING	\$ 3.09	\$ 0.87
Lighting	1CWY4	Incandescent Light Bulb,A15,15W	GE LIGHTING	\$ 2.94	\$ 0.93
Lighting	1CWV5	Incandescent Light Bulb,A19,25W	GE LIGHTING	\$ 3.30	\$ 0.46
Lighting	1CWY7	Incandescent Light Bulb,A21,50/100/150W	GE LIGHTING	\$ 4.94	\$ 1.32
Lighting	1CWY8	Incandescent Light Bulb,A19,60W	GE LIGHTING	\$ 4.49	\$ 1.28
Lighting	1E337	Incandescent Light Bulb,B10,40W	GE LIGHTING	\$ 2.63	\$ 0.46
Lighting	1E362	Halogen Light Bulb,T4,100W	GE LIGHTING	\$ 39.70	\$ 11.80
Lighting	1E545	Incandescent Light Bulb,T6,15W	GE LIGHTING	\$ 6.91	\$ 1.87
Lighting	1E855	Mini Incand. Bulb,120MB,3.0W,T2 1/2,120V	GE LIGHTING	\$ 3.38	\$ 0.64
Lighting	1F308	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 35.65	\$ 8.55
Lighting	1F398	Metal Halide Lamp,BD17,50W	GE LIGHTING	\$ 56.10	\$ 25.08
Lighting	1F406	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 15.34	\$ 4.76
Lighting	1G928	Halogen Sid Beam Floodlight,PAR38,250W	GE LIGHTING	\$ 50.60	\$ 14.32
Lighting	1G980	Quartz Metal Halide Lamp,BD17,150W	GE LIGHTING	\$ 51.55	\$ 23.54
Lighting	1K187	Plug-In CFL,38W,Dimmable,3500K,10,000 hr	GE LIGHTING	\$ 22.84	\$ 10.14
Lighting	1K189	Plug-In CFL,28W,Dimmable,3500K,10,000 hr	GE LIGHTING	\$ 22.84	\$ 8.52
Lighting	1K267	Plug-In CFL,38W,Dimmable,2700K,10,000 hr	GE LIGHTING	\$ 22.40	\$ 8.52
Lighting	1K301	Plug-In CFL,50W,Dimmable,3500K,14,000 hr	GE LIGHTING	\$ 24.94	\$ 9.22
Lighting	1K325	Halogen Light Bulb,MR16,50W	GE LIGHTING	\$ 17.09	\$ 5.15
Lighting	1K331	Halogen Light Bulb,MR16,35W	GE LIGHTING	\$ 16.90	\$ 5.15





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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	1K341	Halogen Reflector Lamp,MR16,71W	GE LIGHTING	\$ 19.68	\$ 4.95
Lighting	1K349	Halogen Light Bulb,MR16,50W	GE LIGHTING	\$ 18.71	\$ 4.56
Lighting	1K355	Halogen Light Bulb,MR16,35W	GE LIGHTING	\$ 19.91	\$ 4.64
Lighting	1K359	Halogen Light Bulb,MR16,20W	GE LIGHTING	\$ 20.11	\$ 4.64
Lighting	1K401	Incandescent Floodlight,BR30,65W	GE LIGHTING	\$ 7.29	\$ 1.55
Lighting	1MM76	Incandescent Light Bulb,A15,40W	GE LIGHTING	\$ 3.03	\$ 0.54
Lighting	1PGT1	Plug-In CFL,5.0W,Non-Dim,2700K,10,000 hr	GE LIGHTING	\$ 5.45	\$ 1.77
Lighting	1PGT2	Plug-In CFL,5.0W,Non-Dim,4100K,10,000 hr	GE LIGHTING	\$ 7.52	\$ 1.77
Lighting	1PGT3	Plug-In CFL,7.0W,Non-Dim,2700K,10,000 hr	GE LIGHTING	\$ 5.45	\$ 1.77
Lighting	1PGT4	Plug-In CFL,7.0W,Non-Dim,3500K,10,000 hr	GE LIGHTING	\$ 5.45	\$ 1.77
Lighting	1PGT5	Plug-In CFL,7.0W,Non-Dim,4100K,10,000 hr	GE LIGHTING	\$ 5.81	\$ 1.77
Lighting	1PGT6	Plug-In CFL,9.0W,Non-Dim,2700K,10,000 hr	GE LIGHTING	\$ 5.18	\$ 1.77
Lighting	1PGT7	Plug-In CFL,9.0W,Non-Dim,3500K,10,000 hr	GE LIGHTING	\$ 6.04	\$ 1.77
Lighting	1PGT8	Plug-In CFL,9.0W,Non-Dim,4100K,10,000 hr	GE LIGHTING	\$ 7.52	\$ 1.77
Lighting	1PGU5	Plug-In CFL,13W,Non-Dim,3500K,10,000 hr	GE LIGHTING	\$ 6.44	\$ 1.83
Lighting	1PGU6	Plug-In CFL,13W,Non-Dim,4100K,10,000 hr	GE LIGHTING	\$ 7.74	\$ 1.83
Lighting	1PGU7	Plug-In CFL,13W,Non-Dim,5000K,10,000 hr	GE LIGHTING	\$ 5.69	\$ 1.83
Lighting	1PGU8	Plug-In CFL,13W,Non-Dim,2700K,10,000 hr	GE LIGHTING	\$ 7.10	\$ 1.83
Lighting	1PGU9	Plug-In CFL,13W,Non-Dim,3000K,10,000 hr	GE LIGHTING	\$ 6.19	\$ 1.85
Lighting	1PGV5	Plug-In CFL,13W,Non-Dim,3500K,10,000 hr	GE LIGHTING	\$ 16.23	\$ 4.10
Lighting	1PGW7	Plug-In CFL,18W,Non-Dim,3000K,10,000 hr	GE LIGHTING	\$ 19.08	\$ 5.28
Lighting	1PGX1	Plug-In CFL,18W,Dimmable,2700K,12,000 hr	GE LIGHTING	\$ 18.71	\$ 5.87
Lighting	1PGX2	Plug-In CFL,18W,Dimmable,3000K,12,000 hr	GE LIGHTING	\$ 17.31	\$ 5.87
Lighting	1PGX3	Plug-In CFL,18W,Dimmable,3500K	GE LIGHTING	\$ 17.31	\$ 5.87
Lighting	1PGX4	Plug-In CFL,18W,Dimmable,4100K	GE LIGHTING	\$ 17.31	\$ 5.87
Lighting	1PGY1	Plug-In CFL,26W,Non-Dim,3000K,10,000 hr	GE LIGHTING	\$ 18.23	\$ 4.68
Lighting	1PGY4	Plug-In CFL,26W,Dimmable,2700K,17,000 hr	GE LIGHTING	\$ 18.01	\$ 5.13
Lighting	1PGY5	Plug-In CFL,26W,Dimmable,3000K,17,000 hr	GE LIGHTING	\$ 17.15	\$ 5.13
Lighting	1PGZ6	Plug-In CFL,18W,Dimmable,4100K,17,000 hr	GE LIGHTING	\$ 27.75	\$ 6.21
Lighting	1TGH9	Screw-In CFL,Non-Dimmable,23W,2700K	GE LIGHTING	\$ 12.10	\$ 4.14
Lighting	1TGJ2	Screw-In CFL,Non-Dimmable,2700K,13W	GE LIGHTING	\$ 10.85	\$ 3.89
Lighting	1TGJ9	Screw-In CFL,Non-Dimmable,11W,2700K	GE LIGHTING	\$ 19.68	\$ 6.68
Lighting	1TGK2	Screw-In CFL,Non-Dimmable,2700K,15W	GE LIGHTING	\$ 21.81	\$ 7.74
Lighting	1TGK4	Screw-In CFL,Non-Dimmable,2700K,20W	GE LIGHTING	\$ 24.40	\$ 9.92
Lighting	1TGK5	Screw-In CFL,Non-Dimmable,10,000 hr.,20W	GE LIGHTING	\$ 25.35	\$ 9.62
Lighting	1V173	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 4.83	\$ 1.22
Lighting	1V860	Circular Fluorescent Lamp,T9,4100K,8 In	GE LIGHTING	\$ 14.89	\$ 4.88
Lighting	1V880	Circular Fluorescent Lamp,T9,4100K,16 In	GE LIGHTING	\$ 37.65	\$ 10.44





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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	1X562	Plug-In CFL,40W,Dimmable,5000K,20,000 hr	GE LIGHTING	\$ 19.65	\$ 7.14
Lighting	22MW70	LED Lamp,G16-5,E12,4.5W,2700K	GE LIGHTING	\$ 18.69	\$ 11.93
Lighting	22MW71	LED Lamp,G16-5,E12,4.5W,2700K	GE LIGHTING	\$ 22.05	\$ 11.71
Lighting	22MW73	LED Lamp,CA11,E12,4.5W,2700K	GE LIGHTING	\$ 15.60	\$ 9.04
Lighting	22MW76	LED Lamp,G25,E26,4.5W,2700K	GE LIGHTING	\$ 18.01	\$ 10.39
Lighting	22MW77	LED Lamp,G25,E26,4.5W,2700K	GE LIGHTING	\$ 18.01	\$ 10.39
Lighting	22MX10	LED Lamp,A15,E26,4.5W,2700K	GE LIGHTING	\$ 15.18	\$ 9.54
Lighting	22MX11	LED Lamp,A15,E26,4.5W,2700K	GE LIGHTING	\$ 13.95	\$ 9.52
Lighting	24W602	Fluorescent Lamp,T12,Very Cool,5000K	GE LIGHTING	\$ 34.70	\$ 10.73
Lighting	26CT25	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 54.60	\$ 25.18
Lighting	29UY21	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 11.54	\$ 3.68
Lighting	29UY22	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 11.25	\$ 3.67
Lighting	29UY23	Fluorescent Linear Lamp,T8,V Cool,5000K	GE LIGHTING	\$ 10.98	\$ 3.68
Lighting	29UY24	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 13.75	\$ 4.37
Lighting	29UY25	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 13.36	\$ 4.36
Lighting	29UY26	Fluorescent Linear Lamp,T8,V Cool,5000K	GE LIGHTING	\$ 14.25	\$ 4.36
Lighting	2DCX1	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 43.40	\$ 19.67
Lighting	2DDA5	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 44.10	\$ 21.18
Lighting	2DZY7	Halogen Floodlight,MR16,50W	GE LIGHTING	\$ 18.16	\$ 4.74
Lighting	2EAF7	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	\$ 23.79	\$ 8.90
Lighting	2EAF8	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 25.20	\$ 8.90
Lighting	2EAH5	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 27.50	\$ 8.84
Lighting	2ETR7	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 10.19	\$ 3.24
Lighting	2ETR8	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 8.68	\$ 3.24
Lighting	2ETR9	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 10.26	\$ 3.26
Lighting	2ETT8	U-Shaped Fluorescent Lamp,Neutral,3500K	GE LIGHTING	\$ 27.10	\$ 12.07
Lighting	2ETT9	U-Shaped Fluorescent Lamp,Cool,4100K	GE LIGHTING	\$ 28.40	\$ 12.04
Lighting	2ETU1	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	\$ 9.86	\$ 2.61
Lighting	2ETU2	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 7.89	\$ 2.62
Lighting	2ETU3	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 6.40	\$ 2.60
Lighting	2ETU4	Fluorescent Linear Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 8.20	\$ 2.61
Lighting	2ETV7	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 8.71	\$ 2.26
Lighting	2ETV8	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 6.93	\$ 2.30
Lighting	2ETV9	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 7.56	\$ 2.26
Lighting	2F033	Incandescent Floodlight,BR30,65W	GE LIGHTING	\$ 11.75	\$ 3.27
Lighting	2F043	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 13.16	\$ 4.05
Lighting	2F214	Incandescent Floodlight,BR30,65W	GE LIGHTING	\$ 6.26	\$ 1.82
Lighting	2F522	Miniature Halogen Bulb,T3,20W,12V	GE LIGHTING	\$ 13.01	\$ 3.96



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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	2F942	Quartz Metal Halide Lamp,ED17,70W	GE LIGHTING	\$ 59.00	\$ 29.33
Lighting	2F956	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 35.25	\$ 15.00
Lighting	2F964	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 30.20	\$ 11.53
Lighting	2F970	Quartz Metal Halide Lamp,ED17,100W	GE LIGHTING	\$ 73.10	\$ 30.50
Lighting	2FPI1	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 52.40	\$ 22.43
Lighting	2FPI2	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 41.65	\$ 21.01
Lighting	2FPI3	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 46.80	\$ 23.23
Lighting	2FPI4	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 50.05	\$ 24.68
Lighting	2NJ81	Screw-In CFL,Non-Dimmable,2700K,16W	GE LIGHTING	\$ 16.70	\$ 5.66
Lighting	2NJ83	Screw-In CFL,Non-Dimmable,26W,2700K	GE LIGHTING	\$ 22.88	\$ 8.29
Lighting	2NJ87	Screw-In CFL,Non-Dimmable,2700K,120V	GE LIGHTING	\$ 9.36	\$ 3.58
Lighting	2NJ88	Screw-In CFL,Non-Dimmable,2700K,20V	GE LIGHTING	\$ 11.04	\$ 4.06
Lighting	2NJ89	Screw-In CFL,Non-Dimmable,2700K,T3	GE LIGHTING	\$ 13.53	\$ 5.25
Lighting	2PL8	Incandescent Light Bulb,A21,200W	GE LIGHTING	\$ 5.85	\$ 1.64
Lighting	2PLK1	Incandescent Light Bulb,A19,89/100W	GE LIGHTING	\$ 4.44	\$ 1.45
Lighting	2PLK2	Incandescent Light Bulb,A19,53/60W	GE LIGHTING	\$ 4.31	\$ 1.44
Lighting	2PLK3	Incandescent Light Bulb,A19,67/75W	GE LIGHTING	\$ 4.56	\$ 1.15
Lighting	2PLK4	Incandescent Light Bulb,A21,133/150W	GE LIGHTING	\$ 9.08	\$ 2.40
Lighting	2PLK5	Incandescent Light Bulb,PS25,133/150W	GE LIGHTING	\$ 14.60	\$ 4.44
Lighting	2PLK6	Incandescent Light Bulb,PS30,177/200W	GE LIGHTING	\$ 24.14	\$ 5.57
Lighting	2RTZ3	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	\$ 31.90	\$ 12.03
Lighting	2V266	Halogen Reflector Lamp,T4,500W	GE LIGHTING	\$ 60.45	\$ 17.05
Lighting	2V294	Incand Reflector Heat Lamp,R40,250W	GE LIGHTING	\$ 26.25	\$ 8.68
Lighting	2V384	Halogen Light Bulb,T3,500W	GE LIGHTING	\$ 10.63	\$ 3.88
Lighting	2V393	Incandescent Light Bulb,A21,100W	GE LIGHTING	\$ 9.99	\$ 2.57
Lighting	2V477	Mercury Vapor Lamp,ED23,5,100W	GE LIGHTING	\$ 36.50	\$ 15.74
Lighting	2V510	Halogen Light Bulb,T3,500W	GE LIGHTING	\$ 18.52	\$ 4.67
Lighting	2V512	Incandescent Light Bulb,A15,15W	GE LIGHTING	\$ 3.14	\$ 0.89
Lighting	2V529	Halogen Light Bulb,T2 1/2,300W	GE LIGHTING	\$ 8.69	\$ 2.95
Lighting	2V561	Incandescent Lamp,R20,30W	GE LIGHTING	\$ 11.10	\$ 3.11
Lighting	2V618	Halogen Light Bulb,T3,1500W	GE LIGHTING	\$ 32.75	\$ 8.13
Lighting	2V619	Halogen Light Bulb,T3,1500W	GE LIGHTING	\$ 25.75	\$ 8.15
Lighting	2V656	High Pressure Sodium Lamp,B17,35W	GE LIGHTING	\$ 27.95	\$ 14.28
Lighting	2V657	High Pressure Sodium Lamp,B17,50W	GE LIGHTING	\$ 32.90	\$ 14.21
Lighting	2V659	Quartz Metal Halide Lamp,BT56,1000W	GE LIGHTING	\$ 12.50	\$ 27.98
Lighting	2V661	Incandescent Spotlight,ER30,50W	GE LIGHTING	\$ 12.58	\$ 3.81
Lighting	2V701	Halogen Light Bulb,T4,150W	GE LIGHTING	\$ 29.60	\$ 11.49
Lighting	2V702	Halogen Light Bulb,T4,150W	GE LIGHTING	\$ 42.20	\$ 11.59





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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	2V703	Halogen Light Bulb,T4,250W	GE LIGHTING	\$ 38.75	\$ 11.80
Lighting	2V713	High Pressure Sodium Lamp,B17,150W	GE LIGHTING	\$ 30.40	\$ 13.64
Lighting	2V754	High Pressure Sodium Lamp,E25,1000W	GE LIGHTING	\$ 12.50	\$ 38.71
Lighting	2V805	Fluorescent Linear Lamp,T5,Cool,4'100K	GE LIGHTING	\$ 10.45	\$ 3.24
Lighting	2VAD4	High Pressure Sodium Lamp,ED23.5,70W	GE LIGHTING	\$ 27.20	\$ 13.09
Lighting	2VEW6	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 32.25	\$ 12.03
Lighting	2VEW7	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 42.00	\$ 12.03
Lighting	2VEW9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 41.55	\$ 10.74
Lighting	2XKV9	CFL Ballast,Electronic,29W,120/277V	GE LIGHTING	\$ 50.55	\$ 23.11
Lighting	2XKW1	CFL Ballast,Electronic,39W,120/277V	GE LIGHTING	\$ 54.30	\$ 23.88
Lighting	2XKW6	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 50.00	\$ 19.63
Lighting	30C506	Fluorescent Linear Lamp,T12,Cool,4'100K	GE LIGHTING	\$ 4.80	\$ 1.51
Lighting	31CA75	LED Retrofit Lamp,T8,21W,2100 lm,3500K	GE LIGHTING	\$ 33.35	\$ 19.38
Lighting	31CA76	LED Retrofit Lamp,T8,21W,2100 lm,4000K	GE LIGHTING	\$ 33.35	\$ 19.38
Lighting	31CA77	LED Retrofit Lamp,T8,21W,2100 lm,5000K	GE LIGHTING	\$ 33.35	\$ 19.38
Lighting	31LA57	LED Driver,18W,27 to 33VDC,9-1/2 in.	GE LIGHTING	\$ 19.08	\$ 12.71
Lighting	31LA58	LED Driver,36W,27 to 33VDC,9-1/2 in.	GE LIGHTING	\$ 27.60	\$ 17.40
Lighting	34GN98	Electronic Ballast,T8 lamps,120/277V	GE LIGHTING	\$ 42.50	\$ 17.89
Lighting	36GJ37	LED Lamp,A19,7.0W,120V,450 lm	GE LIGHTING	\$ 39.00	\$ 6.75
Lighting	36H777	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	\$ 8.88	\$ 2.66
Lighting	36H778	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 8.49	\$ 2.64
Lighting	36H779	Fluorescent Linear Lamp,T8,Cool,4'100K	GE LIGHTING	\$ 8.33	\$ 2.65
Lighting	36H780	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 8.98	\$ 2.73
Lighting	36UX09	Integrated LED Tube,3500K,Neutral	GE LIGHTING	\$ 27.10	\$ 18.97
Lighting	36UX10	Integrated LED Tube,T8,4000K,Cool	GE LIGHTING	\$ 31.20	\$ 20.25
Lighting	36UX11	Integrated LED Tube,5000K,Very Cool	GE LIGHTING	\$ 28.45	\$ 20.40
Lighting	38L993	Fluorescent Linear Lamp,T8,Cool,4'100K	GE LIGHTING	\$ 25.60	\$ 8.12
Lighting	39P419	Halogen Light Bulb,PAR20,E26,30 Degrees	GE LIGHTING	\$ 27.60	\$ 10.43
Lighting	39UR91	LED Lamp,PL Horiz,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR91	LED Lamp,PL Horiz,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR92	LED Lamp,PL Vert,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.45	\$ 16.00
Lighting	39UR92	LED Lamp,PL Vert,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.45	\$ 16.00
Lighting	39UR93	LED Lamp,PL Horiz,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR93	LED Lamp,PL Horiz,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR94	LED Lamp,PL Vert,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.45	\$ 16.00
Lighting	39UR94	LED Lamp,PL Vert,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.45	\$ 16.00
Lighting	39UR95	LED Lamp,PL Horiz,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 29.20	\$ 16.00
Lighting	39UR95	LED Lamp,PL Horiz,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 29.20	\$ 16.00





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Lighting	39UR96	LED Lamp,PL,Ver,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.00	\$ 16.00
Lighting	39UR96	LED Lamp,PL,Ver,950 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.00	\$ 16.00
Lighting	39UR97	LED Lamp,PL,Ver,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR97	LED Lamp,PL,Ver,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 32.85	\$ 16.00
Lighting	39UR98	LED Lamp,PL,Horiz,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 28.80	\$ 16.00
Lighting	39UR98	LED Lamp,PL,Horiz,1000 lm,4PinG24Q/GX24	GE LIGHTING	\$ 28.80	\$ 16.00
Lighting	3A180	Screw-In CFL,2700K,8000 hr.,Non-Dimmable	GE LIGHTING	\$ 8.01	\$ 3.07
Lighting	3A181	Screw-In CFL,Non-Dimmable,2700K,120V	GE LIGHTING	\$ 7.45	\$ 2.84
Lighting	3APT4	High Pressure Sodium Lamp,ED18,2700W	GE LIGHTING	\$ 33.90	\$ 16.60
Lighting	3BA98	Incandescent Light Bulb,C7,4.0W,PK2	GE LIGHTING	\$ 5.20	\$ 1.27
Lighting	3CA62	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 8.78	\$ 3.03
Lighting	3CA64	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 7.46	\$ 3.03
Lighting	3CB72	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 56.40	\$ 18.81
Lighting	3DXR6	Incandescent Light Bulb,A19,75W	GE LIGHTING	\$ 11.66	\$ 2.98
Lighting	3DY14	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	\$ 12.35	\$ 3.62
Lighting	3DY15	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	\$ 19.91	\$ 4.45
Lighting	3JK14	Fluorescent Lamp,T12,Daylight,6500K	GE LIGHTING	\$ 16.24	\$ 5.88
Lighting	3JK15	Fluorescent Lamp,T12,Daylight,6500K	GE LIGHTING	\$ 31.00	\$ 8.61
Lighting	3JK22	Incandescent Lamp,Reflector-R/BR,R20,45W	GE LIGHTING	\$ 18.11	\$ 3.52
Lighting	3JK41	HID Lamp,BT37,1000W	GE LIGHTING	\$ 75.55	\$ 38.35
Lighting	3V256	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 50.95	\$ 11.94
Lighting	3V348	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 17.33	\$ 5.55
Lighting	3V374	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 39.85	\$ 9.58
Lighting	3V403	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 17.30	\$ 5.36
Lighting	3V438	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 16.93	\$ 4.95
Lighting	3V443	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 15.84	\$ 4.74
Lighting	3V993	Incandescent Sealed Beam Lamp,PAR46,150W	GE LIGHTING	\$ 62.45	\$ 17.72
Lighting	3VA53	Incandescent Light Bulb,A15,40W,PK2	GE LIGHTING	\$ 14.86	\$ 4.09
Lighting	3VA70	Incandescent Light Bulb,A15,60W,PK2	GE LIGHTING	\$ 13.49	\$ 3.86
Lighting	3VK11	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 5.80	\$ 2.07
Lighting	40D411	CFL Lamp,26W,T3 Spiral,Med,2700K,Dim	GE LIGHTING	\$ 28.30	\$ 10.25
Lighting	40D421	U Shaped Lamp,F32T8/SPX35/U6/2	GE LIGHTING	\$ 24.25	\$ 8.98
Lighting	40D422	U Shaped Lamp,F32T8/SPX41/U6/2	GE LIGHTING	\$ 24.25	\$ 8.91
Lighting	40D435	LED Lamp, BR30, 10W, 3000K, E26	GE LIGHTING	\$ 12.99	\$ 9.09
Lighting	40D438	LED Lamp, PAR38, 26W, 3000K, 12deg., E26	GE LIGHTING	\$ 76.25	\$ 44.00
Lighting	40D439	LED Lamp, PAR38, 26W, 3000K, 25deg., E26	GE LIGHTING	\$ 12.50	\$ 44.00
Lighting	40D440	LED Lamp, PAR38, 26W, 3000K, 40deg., E26	GE LIGHTING	\$ 76.25	\$ 44.00
Lighting	45 CM34	LED Tube,9.0W,T8,3500K,2.4in.	GE LIGHTING	\$ 39.00	\$ 14.75





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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	45CM35	LED Tube,9.0W,T8,4000K,24in.	GE LIGHTING	\$ 39.00	\$ 14.75
Lighting	45HT48	LED Replacement Lamp, 400W MH, EX39 Base	GE LIGHTING	\$ 38.50	\$ 191.25
Lighting	46F247	LED Lamp, PAR38, 26W, 4000K, 40deg., E26	GE LIGHTING	\$ 76.25	\$ 44.00
Lighting	46T417	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 12.55	\$ 4.16
Lighting	48UV45	LED Lamp,BIAX,17W,3500K	GE LIGHTING	\$ 39.00	\$ 18.00
Lighting	48UV46	LED Lamp,BIAX,17W,4000K	GE LIGHTING	\$ 39.00	\$ 18.00
Lighting	49YR85	LED Tube,T8,LED,Warm,1600 lm,12.0W,3000K	GE LIGHTING	\$ 16.50	\$ 9.35
Lighting	49YR86	LED Tube,T8,Neutral,1650 lm,12.0W,3500K	GE LIGHTING	\$ 16.50	\$ 9.35
Lighting	49YR87	LED Tube,T8,LED,Cool,1650 lm,12.0W,4000K	GE LIGHTING	\$ 16.50	\$ 9.35
Lighting	49YR88	LED Tube,T8,Very Cool,1750lm,12.0W,5000K	GE LIGHTING	\$ 16.50	\$ 9.35
Lighting	49ZC12	LED Lamp,5.5W,Cool White,PK3	GE LIGHTING	\$ 39.00	\$ 8.61
Lighting	49ZC13	LED Lamp,5.5W,Daylight,PK3	GE LIGHTING	\$ 39.00	\$ 8.61
Lighting	49ZC14	LED Lamp,9.0W,Cool White,PK3	GE LIGHTING	\$ 39.00	\$ 8.61
Lighting	49ZC15	LED Lamp,9.0W,Daylight,PK3	GE LIGHTING	\$ 38.50	\$ 8.61
Lighting	4DZV6	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 47.05	\$ 18.81
Lighting	4HY85	U-Shaped Fluorescent Lamp,3500K,Neutral	GE LIGHTING	\$ 20.56	\$ 7.48
Lighting	4HY86	U-Shaped Fluorescent Lamp,T8,4100K	GE LIGHTING	\$ 20.56	\$ 7.42
Lighting	4LV92	Halogen Floodlight,MR16,20W	GE LIGHTING	\$ 9.01	\$ 1.72
Lighting	4LV94	Halogen Floodlight,MR16,50W	GE LIGHTING	\$ 6.93	\$ 2.19
Lighting	4PL14	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	\$ 6.70	\$ 1.82
Lighting	4PL15	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 4.31	\$ 1.87
Lighting	4PL16	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 5.20	\$ 1.87
Lighting	4PRW9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 35.80	\$ 14.55
Lighting	4PRX1	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 37.00	\$ 14.55
Lighting	4PRX2	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 53.70	\$ 19.13
Lighting	4PRX3	Electronic Ballast,T12 Lamps,120/277V	GE LIGHTING	\$ 37.20	\$ 14.49
Lighting	4PRX4	Electronic Ballast,T12 Lamps,120/277V	GE LIGHTING	\$ 42.00	\$ 18.84
Lighting	4V412	Incandescent Light Bulb,G25,40W	GE LIGHTING	\$ 4.69	\$ 1.42
Lighting	4V414	Incandescent Light Bulb,G25,40W	GE LIGHTING	\$ 5.76	\$ 1.53
Lighting	4V439	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 13.13	\$ 5.32
Lighting	4V442	Incandescent Light Bulb,S56,6.0W	GE LIGHTING	\$ 2.41	\$ 0.46
Lighting	4V443	Incandescent Light Bulb,S56,6.0W	GE LIGHTING	\$ 3.05	\$ 0.81
Lighting	4V450	Incandescent Light Bulb,T6,15W	GE LIGHTING	\$ 6.66	\$ 1.63
Lighting	4V456	Incandescent Light Bulb,T6 1/2,25W	GE LIGHTING	\$ 8.09	\$ 1.87
Lighting	4V461	Incandescent Light Bulb,T10,25W	GE LIGHTING	\$ 5.71	\$ 1.77
Lighting	4V479	Incandescent Light Bulb,T6 1/2,20W	GE LIGHTING	\$ 5.99	\$ 1.58
Lighting	4V483	Halogen Light Bulb,T4,250W	GE LIGHTING	\$ 23.11	\$ 11.82
Lighting	4V484	Quartz Metal Halide Lamp,BT56,1500W	GE LIGHTING	\$ 12.50	\$ 55.60



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Lighting	4V498	Incand Sealed Beam Floodlight,PAR56,300W	GE LIGHTING	\$ 61.40	\$ 17.79
Lighting	4V529	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 32.85	\$ 10.77
Lighting	4V561	Quartz Metal Halide Lamp,ED28,250W	GE LIGHTING	\$ 31.85	\$ 15.94
Lighting	4V594	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 9.93	\$ 3.47
Lighting	4V604	High Pressure Sodium Lamp,B17,100W	GE LIGHTING	\$ 32.65	\$ 14.28
Lighting	4V673	Incandescent Reflector Lamp,R40,250W	GE LIGHTING	\$ 12.23	\$ 3.80
Lighting	4V746	Incandescent Light Bulb,S6,3.0W	GE LIGHTING	\$ 8.91	\$ 1.34
Lighting	4V753	Incandescent Light Bulb,S6,6.0W	GE LIGHTING	\$ 6.64	\$ 1.80
Lighting	4V940	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	\$ 47.70	\$ 11.18
Lighting	4V996	Incandescent Light Bulb,T6 1/2,20W	GE LIGHTING	\$ 8.18	\$ 2.17
Lighting	4VC25	Plug-In CFL,40W,Dimmable,3000K,20,000 hr	GE LIGHTING	\$ 19.21	\$ 7.01
Lighting	4VC26	Plug-In CFL,40W,Dimmable,3500K,20,000 hr	GE LIGHTING	\$ 16.60	\$ 6.93
Lighting	4VC27	Plug-In CFL,40W,Dimmable,4100K,20,000 hr	GE LIGHTING	\$ 19.10	\$ 6.93
Lighting	4ZY23	Screw-In CFL,Non-Dimmable,8000 hr.,4100K	GE LIGHTING	\$ 8.54	\$ 2.82
Lighting	4ZY24	CFL,20W,Non-Dim,4100K	GE LIGHTING	\$ 10.09	\$ 2.94
Lighting	4ZY26	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 14.21	\$ 4.44
Lighting	4ZY28	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 12.99	\$ 4.42
Lighting	4ZY29	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 12.70	\$ 3.62
Lighting	4ZY32	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 14.03	\$ 4.41
Lighting	4ZY36	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 13.58	\$ 3.64
Lighting	4ZY40	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	\$ 8.84	\$ 3.16
Lighting	5AE13	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	\$ 19.79	\$ 5.51
Lighting	5AE14	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 19.73	\$ 5.51
Lighting	5AE18	Fluorescent Linear Lamp,T5,Warm,3000K	GE LIGHTING	\$ 17.30	\$ 5.03
Lighting	5AE19	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	\$ 16.56	\$ 5.36
Lighting	5AE20	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 16.63	\$ 5.68
Lighting	5AE26	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 21.41	\$ 5.91
Lighting	5AE33	Fluorescent Linear Lamp,T5,Warm,3000K	GE LIGHTING	\$ 21.31	\$ 6.09
Lighting	5AE34	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	\$ 13.61	\$ 5.28
Lighting	5AE35	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	\$ 53.00	\$ 5.20
Lighting	5AE37	Fluorescent Lamp,T5,Daylight,6500K	GE LIGHTING	\$ 18.76	\$ 6.31
Lighting	5GVC0	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 32.10	\$ 15.19
Lighting	5GVC1	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 33.35	\$ 15.11
Lighting	5GVC2	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 45.80	\$ 18.12
Lighting	5GVC3	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 40.45	\$ 16.26
Lighting	5HB92	Ceramic Metal Halide Lamp,ED17,70W	GE LIGHTING	\$ 28.95	\$ 32.26
Lighting	5LB96	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 46.80	\$ 22.43
Lighting	5LB97	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	\$ 50.20	\$ 23.82





## 2017 National Lighting Market Basket

Valid January 1, 2017 through December 31, 2017

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	5LB99	Electronic Ballast, 78 Lamps, 120/277V	GE LIGHTING	\$ 52.05	\$ 20.07
Lighting	5LE10	Electronic Ballast, 78 Lamps, 120/277V	GE LIGHTING	\$ 53.90	\$ 21.80
Lighting	5TB64	Fluorescent Linear Lamp, T5, Cool, 4100K	GE LIGHTING	\$ 36.85	\$ 12.42
Lighting	5TB66	Fluorescent Linear Lamp, T8, Neutral, 3500K	GE LIGHTING	\$ 32.85	\$ 12.99
Lighting	5V051	Incandescent Light Bulb, P535, 300W	GE LIGHTING	\$ 17.15	\$ 4.52
Lighting	5V054	Incandescent Light Bulb, P535, 300W	GE LIGHTING	\$ 19.76	\$ 5.53
Lighting	5V060	Incandescent Light Bulb, P535, 500W	GE LIGHTING	\$ 26.75	\$ 7.37
Lighting	5V123	Incandescent Sealed Beam Lamp, PAR56, 200W	GE LIGHTING	\$ 68.95	\$ 21.46
Lighting	5V141	Incandescent Light Bulb, C7, 7.0W	GE LIGHTING	\$ 2.80	\$ 0.57
Lighting	5V305	Incandescent Light Bulb, T10, 30W	GE LIGHTING	\$ 25.70	\$ 9.38
Lighting	5V310	Incandescent Light Bulb, A19, 50W	GE LIGHTING	\$ 8.51	\$ 2.06
Lighting	5V489	Fluorescent Lamp, T8, Daylight, 6500K	GE LIGHTING	\$ 9.79	\$ 2.83
Lighting	5V495	Fluorescent Linear Lamp, T8, Cool, 4100K	GE LIGHTING	\$ 22.13	\$ 6.87
Lighting	5V508	Fluorescent Lamp, T8, Daylight, 6500K	GE LIGHTING	\$ 27.30	\$ 8.00
Lighting	5V531	Fluorescent Linear Lamp, T12, Cool, 4100K	GE LIGHTING	\$ 40.85	\$ 8.55
Lighting	5V658	Quartz Metal Halide Lamp, ED28, 400W	GE LIGHTING	\$ 53.40	\$ 24.37
Lighting	5V691	Quartz Metal Halide Lamp, ED28, 175W	GE LIGHTING	\$ 30.35	\$ 15.94
Lighting	5V755	Incandescent Light Bulb, A15, 40W	GE LIGHTING	\$ 2.55	\$ 0.57
Lighting	5V757	Incandescent Light Bulb, S11, 40W	GE LIGHTING	\$ 9.15	\$ 1.51
Lighting	5V806	High Pressure Sodium Lamp, B17, 150W	GE LIGHTING	\$ 37.95	\$ 20.61
Lighting	5V875	Fluorescent Linear Lamp, T12, Blacklight	GE LIGHTING	\$ 35.55	\$ 10.59
Lighting	5V922	Incandescent Light Bulb, A21, 200W	GE LIGHTING	\$ 8.40	\$ 2.38
Lighting	5XN40	High Pressure Sodium Lamp, ED18, 400W	GE LIGHTING	\$ 54.70	\$ 22.85
Lighting	5XP18	Fluorescent Linear Lamp, T12, Warm, 3000K	GE LIGHTING	\$ 15.56	\$ 25.82
Lighting	5XP33	Halogen Floodlight, PAR16, 60W	GE LIGHTING	\$ 33.75	\$ 9.97
Lighting	6DGK9	Electronic Ballast, 78 Lamps, 120/277V	GE LIGHTING	\$ 37.00	\$ 18.80
Lighting	6LY95	Screw-in CFL, Non-Dimmable, 2700K, 42W	GE LIGHTING	\$ 26.65	\$ 10.13
Lighting	6NB19	Fluorescent Linear Lamp, T12, Cool, 4100K	GE LIGHTING	\$ 11.91	\$ 4.10
Lighting	6NB36	Fluorescent Lamp, T12, Very Cool, 5000K	GE LIGHTING	\$ 10.30	\$ 3.16
Lighting	6NB37	Fluorescent Lamp, T12, Daylight, 6500K	GE LIGHTING	\$ 6.96	\$ 2.01
Lighting	6V039	Plug-in CFL, 39W, Dimmable, 4100K, 12,000 hr	GE LIGHTING	\$ 21.11	\$ 7.92
Lighting	6V066	Plug-in CFL, 39W, Dimmable, 3500K, 12,000 hr	GE LIGHTING	\$ 21.13	\$ 7.92
Lighting	6V119	Fluorescent Lamp, T5, Blacklight Blue	GE LIGHTING	\$ 56.30	\$ 11.48
Lighting	6V135	Incandescent Light Bulb, A19, 25W	GE LIGHTING	\$ 5.40	\$ 1.72
Lighting	6V136	Incandescent Light Bulb, A19, 25W	GE LIGHTING	\$ 5.24	\$ 1.51
Lighting	6V137	Incandescent Light Bulb, A21, 200W	GE LIGHTING	\$ 5.68	\$ 1.60
Lighting	6V719	Fluorescent Linear Lamp, T12, Cool, 4100K	GE LIGHTING	\$ 45.95	\$ 10.80
Lighting	6V746	Quartz Metal Halide Lamp, BD17, 70W	GE LIGHTING	\$ 51.30	\$ 26.72



**2017 National Lighting Market Basket**  
Valid January 1, 2017 through December 31, 2017



CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2017 CATALOG PRICE	2017 MEMBER PRICE
Lighting	6V749	Quartz Metal Halide Lamp,8D17,100W	GE LIGHTING	\$ 53.80	\$ 21.71
Lighting	6V751	Quartz Metal Halide Lamp,8D17,175W	GE LIGHTING	\$ 40.55	\$ 14.69
Lighting	6V752	Quartz Metal Halide Lamp,8D17,175W	GE LIGHTING	\$ 50.95	\$ 22.85
Lighting	6VC35	Miniature Lamp,44,2.0W,T3 1/4,6V	GE LIGHTING	\$ 0.94	\$ 0.30
Lighting	6VF20	Miniature Lamp,908,9.0W,T5,6V	GE LIGHTING	\$ 1.50	\$ 0.38
Lighting	6VF87	Miniature Lamp,1819,1.0W,T3 1/4,28V	GE LIGHTING	\$ 1.90	\$ 0.56
Lighting	6VF93	Miniature Lamp,1835,3.0W,T3 1/4,55V	GE LIGHTING	\$ 6.75	\$ 1.23
Lighting	6WXE9	Electronic Ballast, T8 Lamps,120/277V	GE LIGHTING	\$ 34.40	\$ 18.80
Lighting	6WXF0	Electronic Ballast, T8 Lamps,120/277V	GE LIGHTING	\$ 43.90	\$ 22.48
Lighting	6XT95	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	\$ 8.11	\$ 2.40
Lighting	6XT97	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 7.70	\$ 2.41
Lighting	6XT98	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 10.38	\$ 3.27
Lighting	6XT99	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 7.50	\$ 2.41
Lighting	6XV01	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 10.20	\$ 3.27
Lighting	6XV02	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	\$ 8.46	\$ 2.52
Lighting	6XV04	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 8.08	\$ 2.50
Lighting	6XV05	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	\$ 10.83	\$ 3.38
Lighting	6XV06	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 8.30	\$ 2.51
Lighting	6XV07	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	\$ 10.79	\$ 3.38
Lighting	6XV16	Plug-In CFL,55W,Dimmable,4100K,20,000 hr	GE LIGHTING	\$ 30.45	\$ 8.66

O C E S S

**GRAINGER**

Industrial Supply

WWG SKU	WWG Description	Customer Usage	2016 City of Tucson Core Price	Difference	% of Change	NEW 2017 City of Tucson Core Price	Date Price Expires
4ZB27	Knee Pads,Swivel,Foam,Universal,PR	39	\$ 21.17	(\$11.36)	-53.7%	\$ 9.81	12/31/2017
4LW11	Coin Cell,2032,Lithium,3V	351	\$ 2.41	(\$1.18)	-49.0%	\$ 1.23	12/31/2017
8G038	High Visibility Vest,Class 2,2XL,Lime	70	\$ 19.16	(\$8.91)	-46.5%	\$ 10.25	12/31/2017
8PWD4	High Visibility Vest,Class 2,XL,Lime	98	\$ 19.16	(\$8.91)	-46.5%	\$ 10.25	12/31/2017
3CCT8	Trash Bags,60 gal.,4.00 mil,PK50	17	\$ 95.14	(\$41.30)	-43.4%	\$ 53.84	12/31/2017
3CB58	Pump,Coolant,Plastic	18	\$ 45.86	(\$19.78)	-43.1%	\$ 26.08	12/31/2017
5AN66	Hooded Tyvek(R),White,Boots,XL,PK25	13	\$ 231.00	(\$99.48)	-43.1%	\$ 131.52	12/31/2017
10K365	Sports Drink Mix,Grape,PK8	99	\$ 7.91	(\$3.22)	-40.7%	\$ 4.69	12/31/2017
5YM94	Hang/Stack Bin,H 11, W 16 1/2,D 18,BI	21	\$ 36.47	(\$14.19)	-38.9%	\$ 22.28	12/31/2017
1PB06	Insect Repellent,2 oz. Weight	437	\$ 10.71	(\$4.16)	-38.8%	\$ 6.55	12/31/2017
1N956	Barricade Tape, Yellow/Black,1000ft x 3In	149	\$ 8.77	(\$3.11)	-35.5%	\$ 5.66	12/31/2017
22A983	Mechanical Conn, Terminal,4 to 14 AWG,PK5	21	\$ 65.92	(\$23.12)	-35.1%	\$ 42.80	12/31/2017
3ARE2	Replacement Eye Wash Bottle,16 oz.	108	\$ 10.39	(\$3.59)	-34.6%	\$ 6.80	12/31/2017
3UE36	Industrial Shovel,11 In. W, Gray	20	\$ 52.56	(\$17.76)	-33.8%	\$ 34.80	12/31/2017
6KP31	Spray Paint,Gloss White,12 oz.	366	\$ 6.17	(\$2.02)	-32.7%	\$ 4.15	12/31/2017
20PJ11	Masking Tape,Natural,2In x 60 yd.	120	\$ 7.14	(\$2.19)	-30.7%	\$ 4.95	12/31/2017
8AH29	Insect Repellent,2 oz. Weight	144	\$ 8.66	(\$1.98)	-28.9%	\$ 4.88	12/31/2017
20JY62	Lubricant,Aerosol Can,12 oz.	90	\$ 8.66	(\$2.43)	-28.1%	\$ 6.23	12/31/2017
9LDH8	Lawn Rake, 13 In. Tine Length	33	\$ 37.31	(\$9.89)	-26.5%	\$ 27.42	12/31/2017
13G208	Disposable Gloves,Latex,XL,Blue,PK50	64	\$ 15.00	(\$3.66)	-24.4%	\$ 11.34	12/31/2017
5CVL2	Knee Boots,Sz 11,15" H,Brown,Stl,PR	36	\$ 33.15	(\$7.98)	-24.1%	\$ 25.17	12/31/2017
5EHA9	Battery Pack,Li-Ion,7.4V,For Vertex	24	\$ 57.06	(\$13.33)	-23.4%	\$ 43.73	12/31/2017
6ANU9	Adjustable Hydrant Wrench,3/4 to 6 In	11	\$ 120.96	(\$26.88)	-22.2%	\$ 94.08	12/31/2017
31DK46	Trash Bags,40 to 45 gal.,1.70 mil,PK100	48	\$ 50.07	(\$11.12)	-22.2%	\$ 38.95	12/31/2017
3UKG5	Fast Speed Rotator Module	11	\$ 117.76	(\$25.79)	-21.9%	\$ 91.97	12/31/2017
5U708	Rust Preventative Spray Paint,White,15oz	102	\$ 9.49	(\$2.07)	-21.8%	\$ 7.42	12/31/2017
22C657	Disinfectant,20 oz,Clean and Fresh,PK12	11	\$ 75.86	(\$15.71)	-20.7%	\$ 60.15	12/31/2017
4LN96	Hard Hat,FullBrim,White	126	\$ 17.80	(\$3.56)	-20.0%	\$ 14.24	12/31/2017
42EZ81	Charcoal Filter	50	\$ 21.76	(\$3.84)	-17.6%	\$ 17.92	12/31/2017
4A860	Cable Cutter,Shear Cut,9-1/2 In	30	\$ 30.56	(\$5.15)	-16.9%	\$ 25.41	12/31/2017
5A706	Unloader,Load Genie	22	\$ 45.13	(\$7.18)	-15.9%	\$ 37.95	12/31/2017
5T255	Boot,Hip,Sz 9,Pr	31	\$ 64.52	(\$9.91)	-15.4%	\$ 54.61	12/31/2017
5T256	Boot,Hip,Sz 10,Pr	45	\$ 64.52	(\$9.91)	-15.4%	\$ 54.61	12/31/2017
2AR69	Pre-Moistened Cleaning Tissues,PK100	184	\$ 13.58	(\$2.07)	-15.2%	\$ 11.51	12/31/2017
5T257	Boot,Hip,Sz 11,Pr	89	\$ 63.97	(\$9.36)	-14.6%	\$ 54.61	12/31/2017
5T258	Boot,Hip,Sz 12,Pr	42	\$ 63.97	(\$9.36)	-14.6%	\$ 54.61	12/31/2017
3RPP6	Maintenance Absorbent,40 lb.,Bag	84	\$ 18.28	(\$2.55)	-13.9%	\$ 15.73	12/31/2017
2HNW1	Kneeling Pad,Heavy Duty,22 Lx12 W,Black	66	\$ 29.80	(\$3.81)	-12.8%	\$ 25.99	12/31/2017

# GRAINGER

## Industrial Supply

4WDC6	Basket Strainer, Four Prong Basket	37	\$ 20.31					\$ 17.82	12/31/2017
1UFJ2	Sports Drink Mix,Fruit Punch,PK50	85	\$ 18.32					\$ 16.18	12/31/2017
2EMU3	Disposable Respirator,N95,Universal,PK10	108	\$ 9.50					\$ 8.46	12/31/2017
33W919	Industrial Headlamp,LED,Black	186	\$ 31.71					\$ 29.47	12/31/2017
2ELA9	Gen Purpose Handheld Light,LED,Black	18	\$ 36.31					\$ 33.90	12/31/2017
26W847	Pants,Polypropylene,Blue,L,XL,PK25	32	\$ 21.29					\$ 19.99	12/31/2017
2TEN2	Disposable Gloves,Latex,XL,Blue,PK50	277	\$ 17.74					\$ 17.31	12/31/2017
4FTK1	Toilet Seat,Closed Front,18-29/32 In.	36	\$ 19.64					\$ 19.34	12/31/2017
21LP02	Disposable Respirator,Universal,PK20	498	\$ 22.75					\$ 22.56	12/31/2017
32NL61	Angle Grinder,4-1/2 in.,Paddle Switch	15	\$ 99.60					\$ 98.85	12/31/2017
4UG98	Window and Door Sealant,10.1 oz.,Clear	120	\$ 5.85					\$ 5.82	12/31/2017
3A182	North(TM) 7700 Series Half Mask,M	28	\$ 22.59					\$ 22.48	12/31/2017
10K363	Sports Drink Mix,Orange,PK8	158	\$ 4.70					\$ 4.68	12/31/2017
15A846	Stretch Wrap,Purple,1000 ft.L.,20in W	59	\$ 36.44					\$ 36.44	12/31/2017
1BEZ7	Lemonade Packet,PK30	241	\$ 12.50					\$ 12.50	12/31/2017
1V173	Fluorescent Linear Lamp,T8,Cool,4100K	1536	\$ 1.20					\$ 1.20	12/31/2017
2NED3	US Flag,Polyester,3x5 Ft	21	\$ 40.68					\$ 40.68	12/31/2017
38D295	Vehicle Inspection Form,2 Ply,W/Carbon	182	\$ 4.43					\$ 4.43	12/31/2017
6NWH7	Spotclean Showerhead,Reliant	42	\$ 15.44					\$ 15.44	12/31/2017
8CA65	Sunscreen,Bottle,8 oz.	230	\$ 10.57					\$ 10.57	12/31/2017
2MCZ6	Leather Drivers Gloves,Cowhide,2XL,PR	371	\$ 5.55					\$ 5.59	12/31/2017
5U705	Rust Preventative Spray Primer,Gray,15oz	144	\$ 5.13					\$ 5.23	12/31/2017
16M232	Respirator Cartridge,Yellow/Magenta,Pr	61	\$ 19.23					\$ 19.61	12/31/2017
5W892	Std Cap,Pleated Filter,14x25x1,MERV7	240	\$ 3.03					\$ 3.09	12/31/2017
4FTJ9	Toilet Seat,Round,Closed Front,16-1/4"	39	\$ 15.59					\$ 15.90	12/31/2017
6PB96	Showerhead,Handheld	34	\$ 35.17					\$ 35.87	12/31/2017
39E765	Water Hose,Kink Free,50 Ft.,3/4 In ID.	28	\$ 35.63					\$ 36.34	12/31/2017
5FV17	Ear Plugs,33dB,Corded,Univ,PK100	40	\$ 22.56					\$ 23.01	12/31/2017
48Z666	Smoke Alarm,Photoelectric,120V	26	\$ 87.43					\$ 89.18	12/31/2017
4NLIK3	Kitchen Faucet,2.2 gpm,8-11/16In Spout	73	\$ 92.42					\$ 94.27	12/31/2017
4A263	Connector,125VAC,30A,L5-30R,2P,3W,1PH	38	\$ 46.34					\$ 47.27	12/31/2017
1ATH8	Constant Swing Tubing Cutter,Copper	24	\$ 28.86					\$ 29.44	12/31/2017
3HT59	Arbor Mount Flap Disc,4-1/2In,60,Med.	87	\$ 5.90					\$ 6.02	12/31/2017
4ZF21	Mobil Rarus 427, Compressor,1 qt.,ISO 100	102	\$ 7.27					\$ 7.42	12/31/2017
19MX42	Heavy Duty Silicone Lubricant, 7.5 Wt Oz	504	\$ 4.58					\$ 4.70	12/31/2017
2FP61	Spray Paint,Silver Aluminum,14 oz.	258	\$ 4.43					\$ 4.56	12/31/2017
2CYD9	Insect Repellent,6 oz. Weight	320	\$ 5.41					\$ 5.57	12/31/2017
21YH38	Barricade Tape,Police Line Do Not Cross	238	\$ 10.47					\$ 10.78	12/31/2017
3NFC8	Disposable Gloves,Nitrile,2XL,Blue,PK50	100	\$ 6.75					\$ 6.95	12/31/2017
2KFW7	Headgear,170SB,Ratchet,Black,Plastic	76	\$ 13.11					\$ 13.50	12/31/2017
2AF07	Sweatband,Deluxe,PK100	23	\$ 32.80					\$ 33.78	12/31/2017
4EDD6	Wheel Brush,4 In D,SS,0.0140 Wire	43	\$ 16.06					\$ 16.54	12/31/2017
1VNW8	Bathroom Sink,Counter Top,20-3/8 In. L	20	\$ 60.81					\$ 62.63	12/31/2017
4YP76	Socket Wrench Set,1/4", 3/8" Dr,51 pc	14	\$ 39.76					\$ 40.95	12/31/2017

**GRAINGER**

Industrial Supply

2NED4	US Flag, 4x6 Ft, Polyester	18	\$	61.31	\$1.84	3.0%	\$	63.15	12/31/2017
3CEX5	Hand Sanitizer, Size 50ml, Foam, PK24	23	\$	94.96	\$2.85	3.0%	\$	97.81	12/31/2017
42W756	Diamond Saw Blade, Fire Rescue, 14 in. Dia	21	\$	200.57	\$6.02	3.0%	\$	206.59	12/31/2017
4DYW5	Splicing Tape, 30 mil, 2" x 30 ft., Black	31	\$	40.63	\$1.22	3.0%	\$	41.85	12/31/2017
5AK79	Hooded Tyvek(R), White, Boots, 2XL, PK25	15	\$	129.50	\$3.89	3.0%	\$	133.39	12/31/2017
4NLIK1	Faucet, Manual, Lever, 1.5 gpm, Brass	46	\$	83.54	\$2.51	3.0%	\$	86.05	12/31/2017
36Z204	Medium Duty Lever Lockset, Elan, Privacy	51	\$	38.59	\$1.16	3.0%	\$	39.75	12/31/2017
6T438	Labeled Lockout Hasp, Snap-On, 6 Lock, PK5	12	\$	68.52	\$2.06	3.0%	\$	70.58	12/31/2017
4KRH5	Fire and Rescue Visor, Tuffshield,Clr, 4in	25	\$	51.21	\$1.54	3.0%	\$	52.75	12/31/2017
1YAY4	Inverter, 115VAC, 13.8VDC, 400W, 2-Outlet	37	\$	53.51	\$1.61	3.0%	\$	55.12	12/31/2017
5LE33	Torpedo Level, 8 1/2 In	23	\$	43.50	\$1.31	3.0%	\$	44.81	12/31/2017
22C485	Disinfecting Wipes, Ocean Fresh, PK6	95	\$	36.52	\$1.10	3.0%	\$	37.62	12/31/2017
4YCR4	Cleaning Wipes, Citrus, 9-1/2 x 12 In.	77	\$	11.59	\$0.35	3.0%	\$	11.94	12/31/2017
4ACD5	Barricade Tape, Yellow/Black, 1000ft x 3In	60	\$	5.61	\$0.17	3.0%	\$	5.78	12/31/2017
12N418	Disposable Hot Cup, 10 oz., Brown, PK300	21	\$	31.66	\$1.15	3.6%	\$	32.81	12/31/2017
3ZL49	Leather Drivers Gloves, Cowhide, XL, PR	461	\$	3.80	\$0.24	6.3%	\$	4.04	12/31/2017
2WNT7	Coated Gloves, L, Black/Red, PR	925	\$	1.99	\$0.14	7.0%	\$	2.13	12/31/2017
2WNT8	Coated Gloves, XL, Black/Red, PR	923	\$	1.99	\$0.14	7.0%	\$	2.13	12/31/2017
2TEN1	Disposable Gloves, Latex, L, Blue, PK50	202	\$	12.25	\$0.87	7.1%	\$	13.12	12/31/2017
1FYX8	Safety Glasses, Gray, Scratch-Resistant	926	\$	1.09	\$0.08	7.3%	\$	1.17	12/31/2017
2UYF5	Safety Glasses, Bronze, Scratch-Resistant	821	\$	4.71	\$0.38	8.1%	\$	5.09	12/31/2017
4VB22	Universal Absorbent, 25 lb., Bag	663	\$	11.82	\$0.96	8.1%	\$	12.78	12/31/2017
5MZR0	Knee Pads, Hinged, Gel, EVA Foam, Univ, PR	84	\$	41.27	\$3.36	8.1%	\$	44.63	12/31/2017
5W510	Std Cap, Pleated Filter, 16x25x1, MERV7	414	\$	2.21	\$0.18	8.1%	\$	2.39	12/31/2017
3WE35	Ear Plugs, 33dB, Corded, Universal, PK200	83	\$	40.99	\$3.34	8.1%	\$	44.33	12/31/2017
5MPK8	Smoke Alarm, Ionization, 120VAC, 9V	232	\$	9.69	\$0.79	8.2%	\$	10.48	12/31/2017
3D072	Flanged Inlet, 125V, 30A, L5-30P, 2P, 3W, 1PH	29	\$	27.30	\$2.23	8.2%	\$	29.53	12/31/2017
6YG04	Beverage Cooler, 2 gal., Yellow	77	\$	18.34	\$1.50	8.2%	\$	19.84	12/31/2017
36Z181	Medium Duty Lever Lockset, Elan, Passage	97	\$	24.94	\$2.04	8.2%	\$	26.98	12/31/2017
3UXV6	Safety Glasses, Gray, Antifog	180	\$	7.21	\$0.59	8.2%	\$	7.80	12/31/2017
3PAJ9	Emergency Blanket, Yellow, 54In x 80In	583	\$	3.35	\$0.28	8.4%	\$	3.63	12/31/2017
3ZL50	Leather Drivers Gloves, Cowhide, L, PR	549	\$	3.59	\$0.32	8.9%	\$	3.91	12/31/2017
2HFF4	Low V T-Stat, Stages Heat 1, Stages Cool 1	22	\$	23.42	\$3.87	16.5%	\$	27.29	12/31/2017



# City of Palm Coast, Florida Agenda Item

Agenda Date : 12/19/2017

<b>Department</b> CITY CLERK	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> CALENDAR/WORKSHEET	
<b>Background :</b>	
<b>Recommended Action :</b>	



## Meeting Calendar for 12/20/2017 through 1/31/2018

**12/20/2017 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**1/3/2018 10:00 AM**

Code Enforcement Board  
City Hall

**1/9/2018 9:00 PM**

City Council Workshop  
City Hall

**1/16/2018 9:00 AM**

City Council  
City Hall

**1/17/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**1/30/2018 9:00 AM**

City Council Workshop  
City Hall

#	File #	Item	Title	Staff
			<b>Workshop 12/26/2017-CANCELLED</b>	
			<b>Business 1/02/2018-CANCELLED</b>	
			<b>Workshop 01/09/2018</b>	
1		Presentation	Charter Review Summation	Crotty
2		Resolution	Belle Terre/SR 100 and Wellfield/US 1 Intersection Improvements	Castello/Cote
3		Resolution	Roadway Striping Services Agreement	Castello
4		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
5		Resolution	LAP Agreement Lakeview Blvd	Cote
6		Presentation	RFP City Manager	Council
			<b>Business 1/16/2018</b>	
1		Presentation	Check for Pink Army results	Boyer
2		Resolution	Belle Terre/SR 100 and Wellfield/US 1 Intersection Improvements	Castello/Cote
3		Resolution	Roadway Striping Services Agreement	Castello
4		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
5		Resolution	LAP Agreement Lakeview Blvd	Cote
6		Ordinance	Update to the Third Amended and Restated Palm Coast Park DRI	Hoover
			<b>Future</b>	
1		Resolution	Annual Fire Inspection Fees	Alves
2		Resolution	WTP #1 Lime Sludge Removal, Hauling and Disposal	Adams
3		Resolution	WTP #1 Lime Slaking System Replacement	Adams
4		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
5		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
6		Resolution	Master Plan SCADA Telemetry Standarization	Adams/Hogan
7		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
8		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
9		Resolution	Property Exchange NECGA	Falgout
10		Resolution	Purchase Fire Truck	Forte
11		Presentation	Health and Safety Calendar Contest	Mini
12		Ordinance 1st	Coastal Trace FLUM	Papa
13		Ordinance 1st	Coastal Trace Rezoning	Papa
14		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
15		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa

<b>16</b>		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
<b>17</b>		Resolution	FiberNet	Streichsbier
<b>18</b>		Ordinance	Wireless Master Plan	Streichsbier



# 2017

## Annual Intracoastal Waterway Clean-up -What Will You FIND?



## Event Results





# Strategic Action Plan - Objective 5.1

## Enhance community and visitors' recreational opportunities and experiences at community events



Event Objectives: Reduce Pollution, Increase Participation, Volunteer Safety and Convenience, Increase Sponsorships and Community Investment, and HAVE FUN!



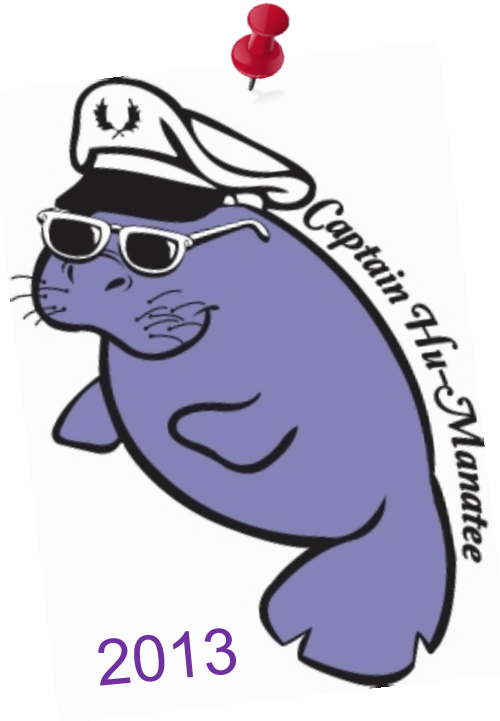
*Find Your Florida*

# Event Day – November 4th

- Saltwater canals, Intracoastal Waterway, Parks and Trails
- Expand Awareness
- Typically conducted in conjunction with International Coastal Cleanup Day in September



# Our Mascots Make A Splash!



*Find Your Florida*



Sandy Sam

Cliff the Clean-Up Guy

Clem

Name the Turtle

~

Facebook Campaign

Walter Waterways

1st 37 Votes

Mi-shell

Tide



174 Votes for winning name

Tank

Myrtle the Turtle

Shelley

3rd 16 Votes

Honu

Flagler Frank

Tidy Turtle

2nd 26 Votes



Find Your Florida

*What Did You Find?*

# Our 2017 Mascot – A Sea Turtle!

- Mascot facts are pushed through social media
- Brings environmental awareness to Volunteers and our citizens
- **NEW** - Where's Walter Waterways? Contest



# Where's Walter Waterways?

- Walter was hidden in 6 City parks
- Fun clues given on website, social media and on event day
- Volunteers took pictures with Walter to enter the Contest



*Long Creek Nature Preserve  
Clue:*

*"I'm hanging around where  
people fish. Hoping I can get  
a small dinner dish."*

*Find Your Florida*



# Sponsors & Partnerships!

Approximately \$6,000 in contributions, gift certificates and gift cards to support the 2017 event and volunteers.

Special Thank You! to Florida Inland Navigation District for ten years of grant awards totaling \$50,000.





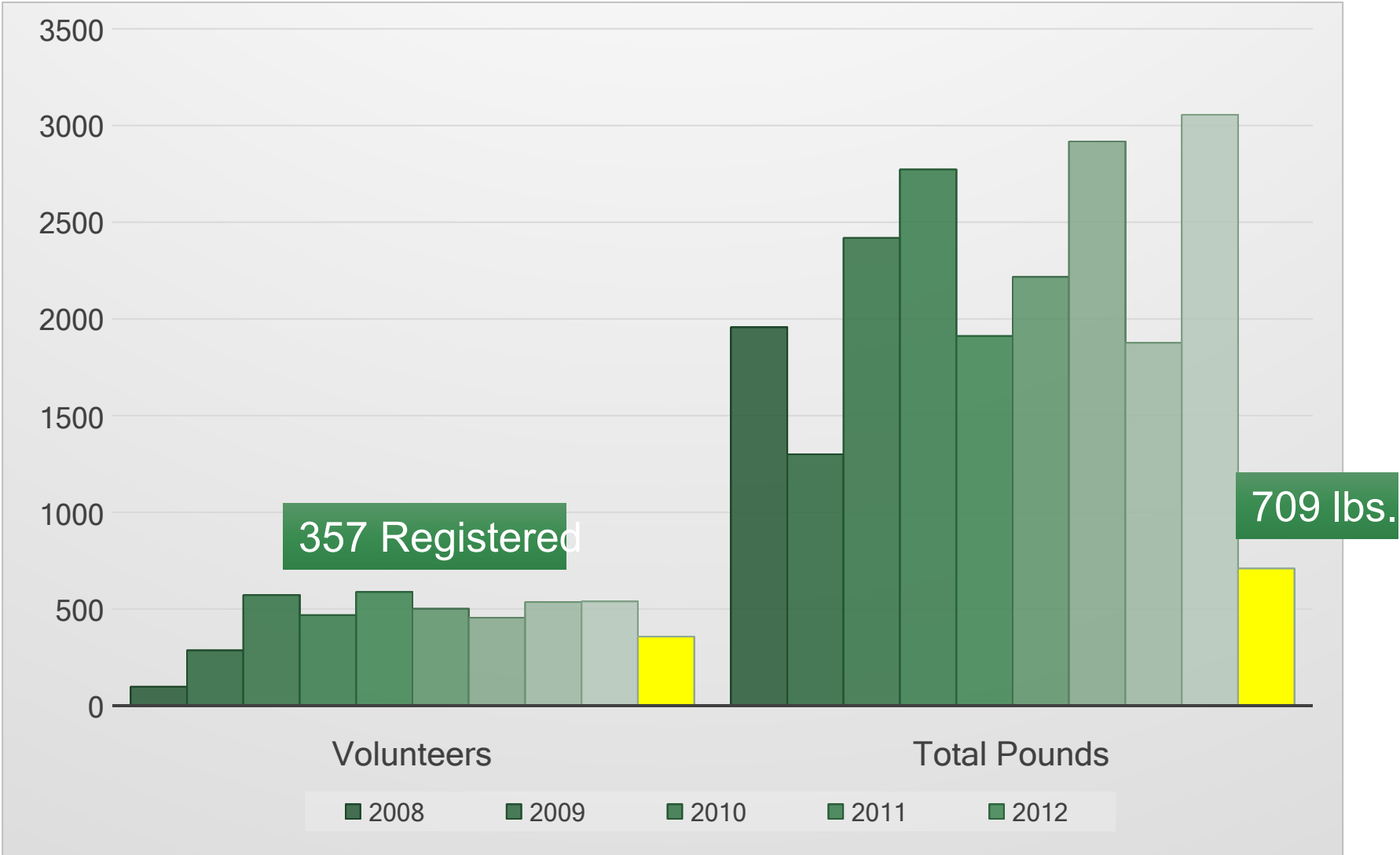
# Volunteers Hard at Work!



*Find Your Florida*



# How Did Our Volunteers Do?



*Find Your Florida*

# More Fun at Holland Park...



*Find Your Florida*



# The Winners Are...

*Most Trash Collected  
over 300 lbs.*



*Find Your Florida*



# The Winners Are...

*Where's Walter Waterways?  
Contest*



*Find Your Florida*



# The Winners Are...

*The Most Unique F.I.N.D. Contest*







Ten Years and Counting  
Enjoy the Video!

**Consolidated Annual Performance and  
Evaluation Report (Annual Report) FFY 2016**

**Community Development Block Grant (CDBG)  
Program**

**City Council Public Hearing  
December 19, 2017**



# Annual Report –FFY 2016 - Background

- Per Federal regulations for the period of October 1, 2016 to September 30, 2017.
- The purpose of the Annual Report is to describe the activities undertaken during this time period using CDBG funds.
- Report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

# CAPER –FFY 2016 - Background

- Three main activities for CDBG funds:
  - Infrastructure (Seminole Woods Neighborhood Multi-use Paths)
  - Housing Rehabilitation
  - Public Service (Summer Camp Stipends, in 2016 Flagler County Free Clinic)
- Planning and Administration



# Annual Report –FFY 2016 – CDBG Accomplishments

## Infrastructure - Seminole Woods Neighborhood (Multi-Use Paths)

- Sesame Blvd. design
  - 1.2 miles waiting for ACOE permit
  - 1.7 miles (design – 50% complete)
- Available \$500,000 (end of FFY 2016)



# Annual Report –FFY 2016 – CDBG Accomplishments

## Housing Rehabilitation Program including Administration

- 11 homes completed
- Expenditure - \$316,220 (end of FFY 2016)
- Available - \$173,000 – (applicants have been qualified, eligibility of housing units are almost complete)

# CAPER –FFY 2016 – CDBG Accomplishments

## Public Service – Summer Camp Stipend

- 28 students
- \$10,000

# CAPER –FFY 2016 – CDBG Accomplishments

## Public Service – Flagler County Free Clinic

- 63 patients and dental supplies (on-going)
- \$25,000

# CAPER –FFY 2016 – CDBG Accomplishments

## Administrative Accomplishments

- Completion of Analysis of Impediments to Fair Housing
- Completion of new 5-year Consolidated Action Plan (FFY 2017- FFY 2021)

# CAPER –FFY 2016

Staff and Citizens Advisory Task Force recommend  
Approval



# CAPER –FFY 2016 – Next Steps

Submittal to US HUD - Dec. 29





Questions?

*Find Your Florida*



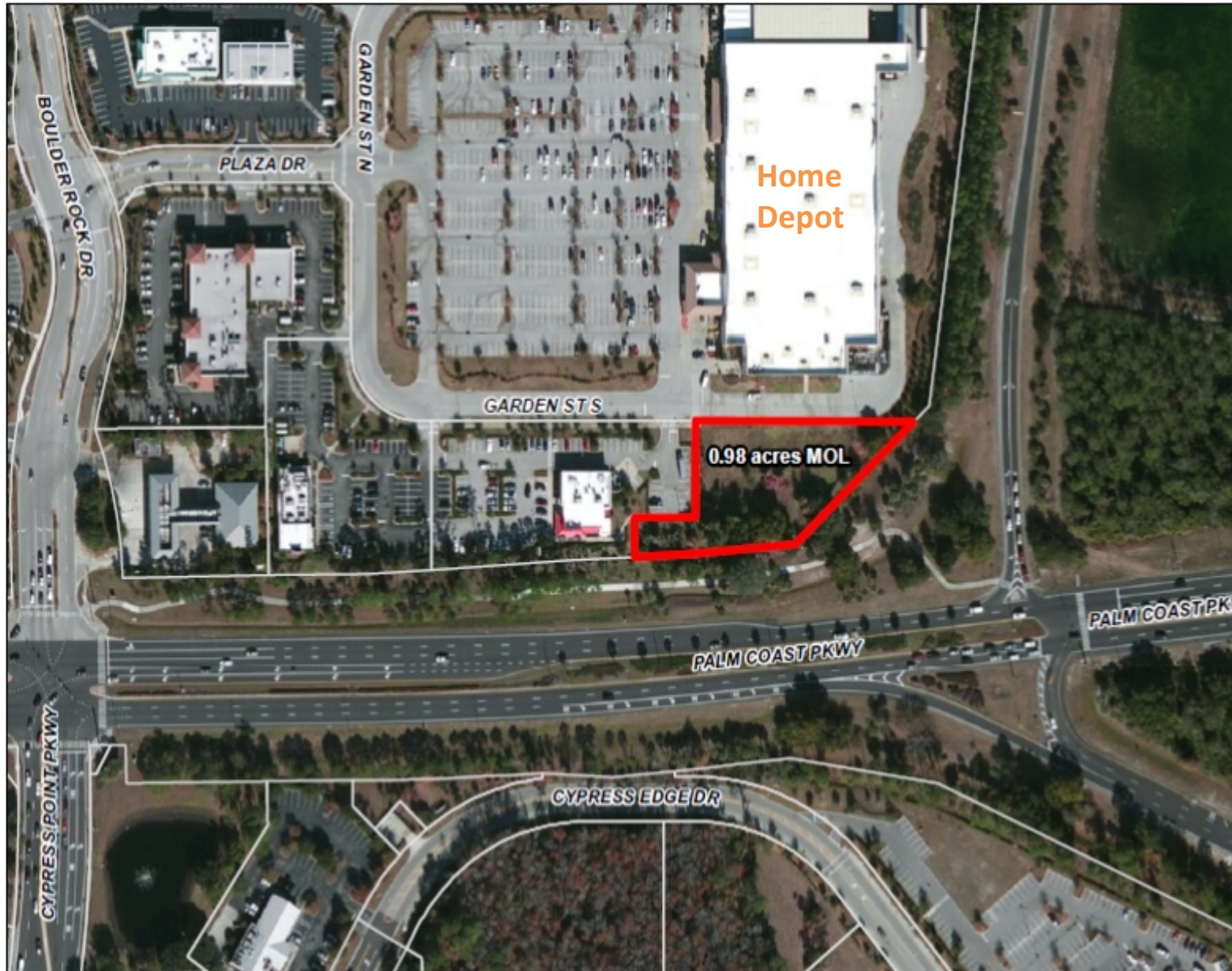
# **LANDSCAPE AGREEMENT WITH FDOT**

**City Council Workshop**

**on December 12, 2017**



# Location/Aerial Map



- Discount Tire requested a Tier 1 Technical Site Plan Approval on a small odd-shaped lot (0.98-acre) with Alternative Landscape Plan
- Alternative Landscape Plans were added on Nov. 1, 2016 when Landscape Chapter rewrite was approved by City Council

# City Council Action

- The Landscape Betterment Plan Discount Tire was approved by the PLDRB on August 16, 2017 as part of their site plan approval process.
- A resolution is now required to enter into a maintenance agreement between FDOT and the City in order to permit the landscape and irrigation improvements within the FDOT right-of-way.

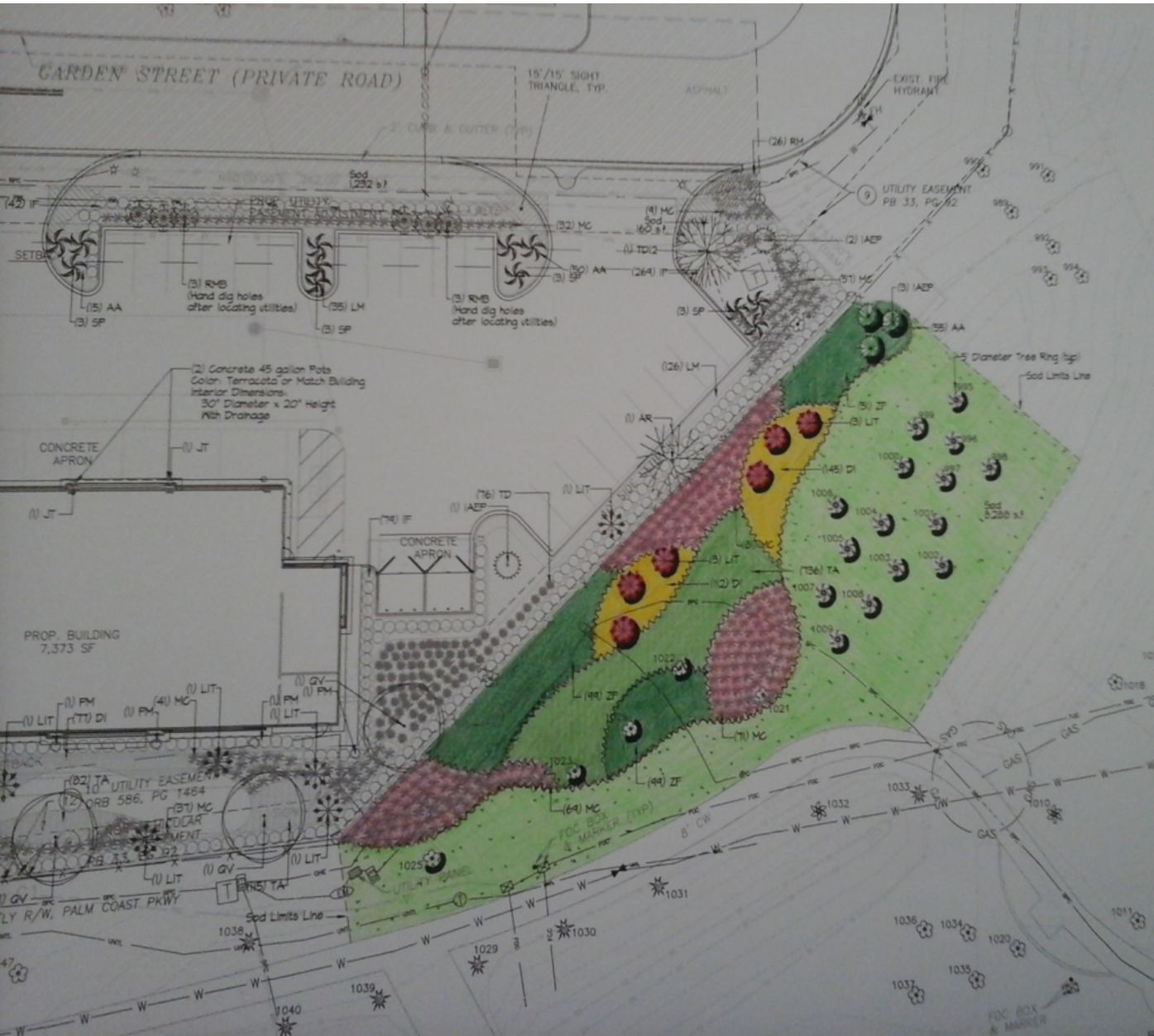


# Existing FDOT ROW Area





# Landscape Plan and Agreement within FDOT ROW



- PLDRB approved the Alternative Landscape Plan which allowed 15' of 25' East Buffer to be relocated to ROW
- Discount Tire pays all design, planting, and irrigation costs + 10% to cover staff time
- City will provide maintenance of new and existing plantings

# Questions