

City of Palm Coast, Florida Agenda Item

Agenda Date: September 15, 2026

Agenda Item: G.1

Department	COMMUNITY DEVELOPMENT	Amount	\$100,000.00
Division	ECONOMIC DEVELOPMENT	Org/Account #	10012103-082000
Subject: RESOLUTION 2026-XX APPROVING A GRANT AGREEMENT TO ASSIST DEVELOPMENT OF 7.5 ACRE INDUSTRIAL SITE			
Presenter: Community Development			
Attachments: 1. Resolution 2. Grant Agreement			
Background: This grant provides financial support to assist Commercial Construction Inc. with the development of a new 7.5-acre industrial site in the City of Palm Coast. The project includes constructing two industrial buildings that will expand the city's limited supply of manufacturing space, promote job creation, and diversify the local ad valorem tax base. The grant specifically helps offset a portion of the wetland mitigation costs required to build the second structure, reducing the financial risk associated with constructing industrial space without pre-committed tenants. By contributing \$100,000 toward these mitigation expenses, the city aims to encourage continued commercial and industrial development, support the expansion of existing manufacturers, and strengthen long-term economic growth within Palm Coast. Source of Funds Worksheet Original Budget: \$1,343,042.00 Total Expended/Encumbered to Date: \$33,000.00 Pending Work Orders.Contracts: Current (WO/Contract): \$100,000.00 Balance: \$1,210,042.00			
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING A GRANT AGREEMENT TO ASSIST DEVELOPMENT OF 7.5 ACRE INDUSTRIAL SITE			

RESOLUTION 2026-____
COMMERCIAL CONSTRUCTION, INC., GRANT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A GRANT AGREEMENT WITH COMMERCIAL CONSTRUCTION, INC.; 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, Community Construction, Inc., (CCI) has requested a grant to assist with the development of land located in the Commerce Park area; and

WHEREAS, CCI is planning to invest in the development of a 7.5-acre industrial site located within the City of Palm Coast with two (2) industrial buildings, each 40,980 sq. ft.; and

WHEREAS, the total capital investment incurred in connection with the Project is estimated to be approximately \$3,224,000 for site development and \$2,650,000 for the development of each building for a total investment of \$8,524,000; and

WHEREAS, from an economic development standpoint, the City has a lack of manufacturing sites and buildings available within its boundaries and strongly desires the creation of such for the purpose of meaningful job creation and ad valorem tax diversification; and

WHEREAS, the City has determined that the grant described in the Agreement shall promote and foster economic development in the City by making a site with buildings available for employment opportunities and that will also help diversify its ad valorem tax base; and

WHEREAS, City Council has already approved a separate budget specifically for economic incentives for the purpose of encouraging and supporting new commercial and industrial development that provide new employment opportunities increase commercial and industrial ad valorem revenues; and

WHEREAS, sufficient funds exist in the designated budget to fund this added development expense; and

WHEREAS, the City of Palm Coast desires to present a grant to Commercial Construction, Inc., to promote and foster economic development within the City.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF GRANT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Grant agreement with Commercial Construction, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. 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 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. 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 the 15th day of September 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Grant Agreement with Commercial Construction, Inc.

GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made as of this _____, 2026, by and between City of Palm Coast, Florida, a political subdivision of the state of Florida (the "CITY"), and Commercial Construction Inc., a Florida Company authorized to do business in the State of Florida (the "APPLICANT"), whose address is 7 Sunshine Blvd., Ormond Beach, FL 32174.

RECITALS

WHEREAS, APPLICANT is planning to invest in the development of a 7.5-acre industrial site located within the City of Palm Coast with two (2) industrial buildings, each 40,980 sq. ft. The total capital investment incurred in connection with the Project is estimated to be approximately \$3,224,000.00 for site development and \$2,650,000.00 for the development of each building for a total investment of \$8,524,000.00 and;

WHEREAS, from an economic development standpoint, the City has a lack of manufacturing sites and buildings available within its boundaries and strongly desires the creation of such for the purpose of meaningful job creation and ad valorem tax diversification, and;

WHEREAS, APPLICANT has submitted and received approval of site plans from the Planning, Land Development and Regulation Board, paid all impact and utility connection fees associated with this proposed development and received a development order for the site, and;

WHEREAS, upon City approval of the building plans for the first building, APPLICANT plans to immediately construct the first building and have confirmed that its entire available tenant space is committed to Alleima, an existing and adjoining manufacturing company that desires to further expand its manufacturing operations in Palm Coast, and;

WHEREAS, APPLICANT has incurred \$197,750.00 for wetland mitigation expenses in order to facilitate construction of the second building, and

WHEREAS, the APPLICANT has requested \$100,000.00 in funding support from the CITY to help offset the cost for the required wetland mitigation needed to construct the second building and help de-risk speculative building without committed tenants, and;

WHEREAS, the CITY has determined that the grant described herein shall promote and foster economic development in the City by making a site with buildings available for employment opportunities and that will also help diversify its ad valorem tax base, and;

WHEREAS, City Council has already approved a separate budget specifically for economic incentives for the purpose of encouraging and supporting new commercial and industrial development that provide new employment opportunities increase commercial and industrial ad valorem revenues, and;

WHEREAS, sufficient funds exist in the designated budget to fund this added development expense, and;

WHEREAS, the parties desire to set forth herein the terms and conditions applicable to such grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CITY and APPLICANT hereby agree as follows:

ARTICLE 1 - DEFINITIONS

"Complete Construction" or "Completion of Construction" means the date on which the Project is ready and available for its intended purposes, which date shall be no later than _____.

ARTICLE 2 - GRANT FUNDS

CITY shall make a City of Palm Coast Business and Industry Grant ("Grant") to APPLICANT. The one-time Grant payment of \$100,000 shall be paid to APPLICANT upon receipt of the Certificate of Occupancy of the second building of the Project.

ARTICLE 3 - AUTHORITY TO WARRANT

Applicant hereby represents and warrants that it will maintain all licenses and approvals required to conduct its business at the Facility, and, that it will at all times conduct its business activities at the Facility in a commercially reasonable manner.

ARTICLE 4 - CONTINGENT FEES

APPLICANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for APPLICANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for APPLICANT, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 5 - NONDISCRIMINATION

APPLICANT warrants and represents that it has adopted and -will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person -with regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

ARTICLE 6 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 7 - DEFAULTS AND REMEDIES

7.1 Defaults.

Subject to the notice and cure provisions of this Section 7.1, the parties agree that CITY'S damages recoverable from APPLICANT shall be limited to the following:

7.2 Force Majeure.

APPLICANT shall not be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, hurricanes, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather, market conditions, and other acts or failures beyond the control or without the control of APPLICANT; provided, however, that the extension of time granted by CITY for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial liability of APPLICANT.

ARTICLE 8 - GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the Seventh Judicial Circuit in and for Flagler County, Florida Court.

ARTICLE 9 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 10 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

This Agreement is not assignable, except that APPLICANT shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any entity (i) which as a result of merger, consolidation, reorganization, or other restructuring of any type, or sale of all or substantially all of APPLICANT'S assets succeeds to the business carried on by APPLICANT or (ii) that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with APPLICANT. Nothing herein shall be deemed to constitute any restriction or condition on APPLICANT'S ability to: freely sell, transfer or assign any ownership of the Project or any portion thereof or any ownership interest in APPLICANT at any time.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and APPLICANT.

ARTICLE 11 - AVAILABILITY OF FUNDS

The obligations of CITY under this Agreement are subject to the availability of funds as appropriated by the City Council of the City of Palm Coast.

ARTICLE 12 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, to the following:

City of Palm Coast
Attn: City Manager
160 Lake Ave.
Palm Coast, FL 32164

Commercial Construction, Inc.
Gary Roberts, President
7 Sunshine Blvd
Ormond Beach Fl. 32174

ARTICLE 13 - TERM OF AGREEMENT

The term of this Agreement shall expire on the date on which the final payment of the Grant is made pursuant to this Agreement unless sooner terminated by APPLICANT, by forfeiting any remaining Grant payments, or by CITY in accordance with this Agreement.

IN WITNESS WHEREOF, the City of Palm Coast has made and executed this Agreement on behalf of CITY and APPLICANT has hereunto set its hand as of the day and year first above written.

THIS SPACE LEFT INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

Witnesses:

CITY OF PALM COAST

Witness Signature

By: _____
Mike McGlothlin, City Manager

Print Name

Attest:

Witness Signature

Kaley Cook, City Clerk

Print Name

(Seal)

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was executed and acknowledged before me on this ____ day of _____, 2026, by means of ____Physical Presence or ____ Online Notarization, by _____, as _____ and who is personally known to me or has produced a Driver's License as Identification.

[Notary Seal or Stamp]

Notary Public

Print Name:

My commission expires:

Witnesses:

APPLICANT:

Witness Signature

By: _____
Print name:

Print Name

Applicant Address:

Witness Signature

Print Name

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was executed and acknowledged before me on this ____ day of _____, 2026, by means of ____Physical Presence or ____ Online Notarization, by _____, as _____ and who is personally known to me or has produced a Driver's License as Identification.

[Notary Seal or Stamp]

Notary Public
Print Name:
My commission expires: