



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 21-00837

City Council

10/14/2021

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PENSACOLA AND CARSON LOVELL COMPANY REGARDING THE PERFORMANCE OF DUE DILIGENCE ON LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

**RECOMMENDATION:**

Staff recommends that City Council reject this Memorandum of Understanding, due to the fact that the City will not receive any income based on what is proposed and the City is potentially at risk to reimburse Carson Lovell their due diligence cost.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pursuant to Florida Statute section 163.380(3)(a), the City issued a public notice of its intent to lease property in the Urban Core Community Redevelopment Area (CRA) and invited proposals from prospective developers. The lots to be leased are commonly known as Lots 4 and 5 of the Community Maritime Park (CMP).

In July, the City received three proposals and scheduled a special meeting for presentations and discussion. Subsequently, the City Council selected Carson Lovell Company, the 3rd ranked firm, as the developer with whom the Mayor would negotiate a lease.

Carson Lovell has proposed the attached Memorandum of Understanding (MOU) that provides a description of the project as "...any combination of municipal parking garage, conference/convention/banquet/museum facility, multifamily rent-targeted dwellings and misc. retail/entertainment space generally located on Parcels 4 and 5." The MOU requires the City and Carson Lovell to commit the following timeline:

- o Development Agreement - 60 days from the date of the MOU
- o Completion of a First Phase Survey - 180 days
- o City Project Commitment - 45 days after Presentation of the First Phase Survey

Deliverables due under the First Phase Survey include the initial architectural masterplan, initial project cost analysis, initial timeline for development, and preliminary financing structure.

If the City approves this MOU and then at any point thereafter decides against pursuing the project, the City is agreeing to reimburse Carson Lovell for all costs incurred up to a maximum of \$100,000.

It is recommended that this MOU not be signed before a preliminary method of financing can be determined, or the City risks incurring a \$100,000 expenditure.

**PRIOR ACTION:**

April 22, 2021 - City Council approved the publication of the public notice for disposition via lease of Lots 4 & 5 at the Community Maritime Park Redevelopment

July 12, 2021 - City Council approved the scheduling of a special meeting regarding the redevelopment submitting groups and ranking

July 28, 2021 - City Council, at the special meeting, selected Carson Lovell as the developer to be negotiated with

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Potential expenditure of up to \$100,000 in reimbursement to Carson Lovell for identified costs incurred in completing the first phase study, should the City unilaterally decide not to continue the project.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/4/2021

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Memorandum of Understanding between the City of Pensacola and the Carson Lovell Company

**PRESENTATION:** No