

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of June 6, 2019

**TO:** The Honorable Charlie Gerdes, Chair, and Members of City Council

**SUBJECT:** A Resolution approving the shared cost agreement between the City of St. Petersburg, Florida ("City") and ECC Carillon LLC ("Developer") for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of \$123,329 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other necessary documents; approving a supplemental appropriation in the amount of \$123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD); and providing an effective date.

**EXPLANATION:** Echelon LLC ("Echelon") is an affiliate of Developer and is the fee simple title owner of approximately 16.45 acres of land located in the City's former Gateway Areawide Development of Regional Impact ("GADRI"). Echelon is constructing a mixed-use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, 172,000 SF of retail, 480,500 SF of office, and 120 hotel rooms with additional Floor Area Ratio Bonuses available. On March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015 and the Staff Report attached to that letter.

The master site plan shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6 (attached is the master site plan with the subject median cut identified). Echelon also desires to place a left turn lane in both directions approaching the median cut to improve the functionality and safety of the cut, which was not included in the site plan approved by the DRC (the design plans for the intersection improvement is attached). The City supports the installation of the left turn lanes at the access because they are in the interest of the public health, safety and welfare by eliminating the need for vehicles to turn left from what is primarily a through lane which is what would occur with a simple median cut. Vehicles will be able to depart the through lane, decelerate in the turn lane and wait for a gap in traffic to finish the movement instead of decelerating in the through lane and waiting in such lane for a safe gap in traffic.

The City approved the original proposal for Carillon Town Center in 1999. Echelon proceeded to pay \$1,819,514.68 in transportation-related impact fees to reserve its right to develop the property. In 2009, the City became exempt from the State of Florida's Development of Regional Impact program under the Florida Community Renewal Act (Senate Bill 360) because of Pinellas County's high population density. Echelon later requested the City to rescind the Development Order for the GADRI. In light of Echelon's request and the increasing obsolescence of the DRI program, the City approved Ordinances 275-H and 276-H on May 18, 2017, which rescinded the GADRI Ordinance and GATISAF Ordinance. Under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development that will now be collected

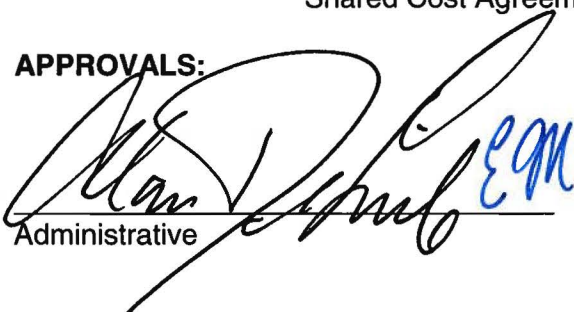
under the Pinellas County Multimodal Impact Fee ("MIF") Ordinance. Also on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, *inter alia*, memorialized the amount of reserved GATISAF funds previously contributed by Echelon. The City approved a supplemental appropriation in the amount of \$170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018. The City has received a request from the Developer for funding to construct the left turn lanes on Fountain Parkway using the reserved Echelon GATISAF funds. Administration is proposing to appropriate an amount not to exceed \$123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing the left turn lanes on Fountain Parkway, subject to the terms and conditions of this Agreement. The City would be paying the incremental cost of adding the turn lanes to the median cut and the Developer would pay the full cost of the median cut and manage the project at no cost to the City. Echelon's reserved GATISAF funds are available to cover the cost of the roadway improvements on Fountain Parkway in their entirety. Echelon has committed that they will carefully manage the work of their contractor and project costs and understands that the City will not pay more than \$123,328.34 towards the project, so there is no additional financial risk to the City once the agreement is executed.

**RECOMMENDATION:** Administration recommends approval of the attached Resolution approving the shared cost agreement between the City of St. Petersburg, Florida ("City") and ECC Carillon LLC ("Developer") for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of \$123,329 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other necessary documents; approving a supplemental appropriation in the amount of \$123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds will be available after the approval of a supplemental appropriation in the amount of \$123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD).

**ATTACHMENTS:** Resolution  
Master Site Plan for Echelon City Center Project  
Proposed Intersection Improvement on Fountain Parkway  
Shared Cost Agreement

**APPROVALS:**

  
Administrative

  
Budget

A RESOLUTION APPROVING THE SHARED COST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ECC CARILLON LLC ("DEVELOPER") FOR THE CITY TO UTILIZE RESERVED GATEWAY AREAWIDE TRANSPORTATION IMPROVEMENT SPECIAL ASSESSMENT FEES IN THE AMOUNT OF \$123,329 PREVIOUSLY PAID BY ECHELON LLC FOR THE CARILLON TOWN CENTER PROJECT TOWARDS THE COST OF THE DEVELOPER IMPLEMENTING CERTAIN ROADWAY IMPROVEMENTS ON FOUNTAIN PARKWAY; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$123,329 FROM THE UNAPPROPRIATED BALANCE OF THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), TO THE ECHELON CITY CENTER TURN LANES PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, an affiliate of ECC Carillon LLC ("Developer"), Echelon LLC ("Echelon") is the fee simple title owner of approximately 16.45 acres of land located within the boundaries of the City in the Gateway area ("Property"); and

**WHEREAS**, Echelon is constructing a mixed use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional Floor Area Ratio ("F.A.R.") Bonuses available; and

**WHEREAS**, on March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015, and the Staff Report attached to that Letter; and

**WHEREAS**, the master site plan shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6; and

**WHEREAS**, Echelon also desires to place a left turn lane from Fountain Parkway into the Property at the access point between Sites #5 and #6, which was not included in the site plan approved by the DRC; and

**WHEREAS**, the City supports the installation of the left turn lanes at the access point between Sites #5 and #6 on Fountain Parkway because they are in the interest of the public health, safety and welfare by removing the vehicles turning left into Echelon City Center and Commonwealth Court North on the other side of Fountain Parkway, therefore facilitating traffic flow on Fountain Parkway for through movements, reducing the potential for rear-end crashes, and reducing vehicle emissions associated with traffic congestion; and

**WHEREAS**, Echelon has previously contributed \$1,819,514.68 in Gateway Areawide Transportation Improvement Special Assessment Fees ("GATISAF"); and

**WHEREAS**, on May 18, 2017, the City approved Ordinances 275-H and 276-H, which rescinded the Gateway Areawide Development of Regional Impact ("GADRI") Ordinance and GATISAF Ordinance due to changes in Florida's growth management laws and the obsolescence of the GADRI; and

**WHEREAS**, under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development; and

**WHEREAS**, the Pinellas County Multimodal Impact Fee Ordinance, Chapter 150 of the Pinellas County Land Development Code, now governs the collection of multimodal impact fees in the Gateway area for developments once credits are expended; and

**WHEREAS**, on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, *inter alia*, memorialized the amount of reserved GATISAF funds previously contributed by Echelon; and

**WHEREAS**, the City has received a request from the Developer for funding to construct certain roadway improvement using the reserved Echelon GATISAF funds; and

**WHEREAS**, the City approved a supplemental appropriation in the amount of \$170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018; and

**WHEREAS**, City administration requests the City Council to approve this Resolution, which includes an appropriation in the amount of \$123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing certain roadway improvements; and

**WHEREAS**, a total of \$1,525,777.68 will remain from Echelon's reserved GATISAF funds for future roadway improvements including, but not limited to, the construction of the Carillon Center Roundabouts Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida, that the Shared Cost Agreement between the City of St. Petersburg ("City") and ECC Carillon LLC ("Developer"), for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of \$123,329 previously paid by Echelon LLC for the Carillon Town Center project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway is hereby approved.

**BE IT FURTHER RESOLVED** that the City Attorney's Office is authorized to make non-substantive changes to the Agreement.


**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute the Agreement and all other necessary documents.

**BE IT FURTHER RESOLVED** that there is hereby approved from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), the following supplemental appropriation for FY 2019:

<u>Multimodal Impact Fees Capital Improvement Fund (3071)</u>	
Echelon City Center Turn Lanes Project (TBD)	\$123,329

This resolution shall become effective immediately upon its adoption.

Approved by:

  
City Attorney (Designee)  
00451625.docx

Approved by:

  
Evan Mory  
Transportation & Parking Director

  
Budget Director

# EXHIBIT B



**ECHELON CITY CENTER**

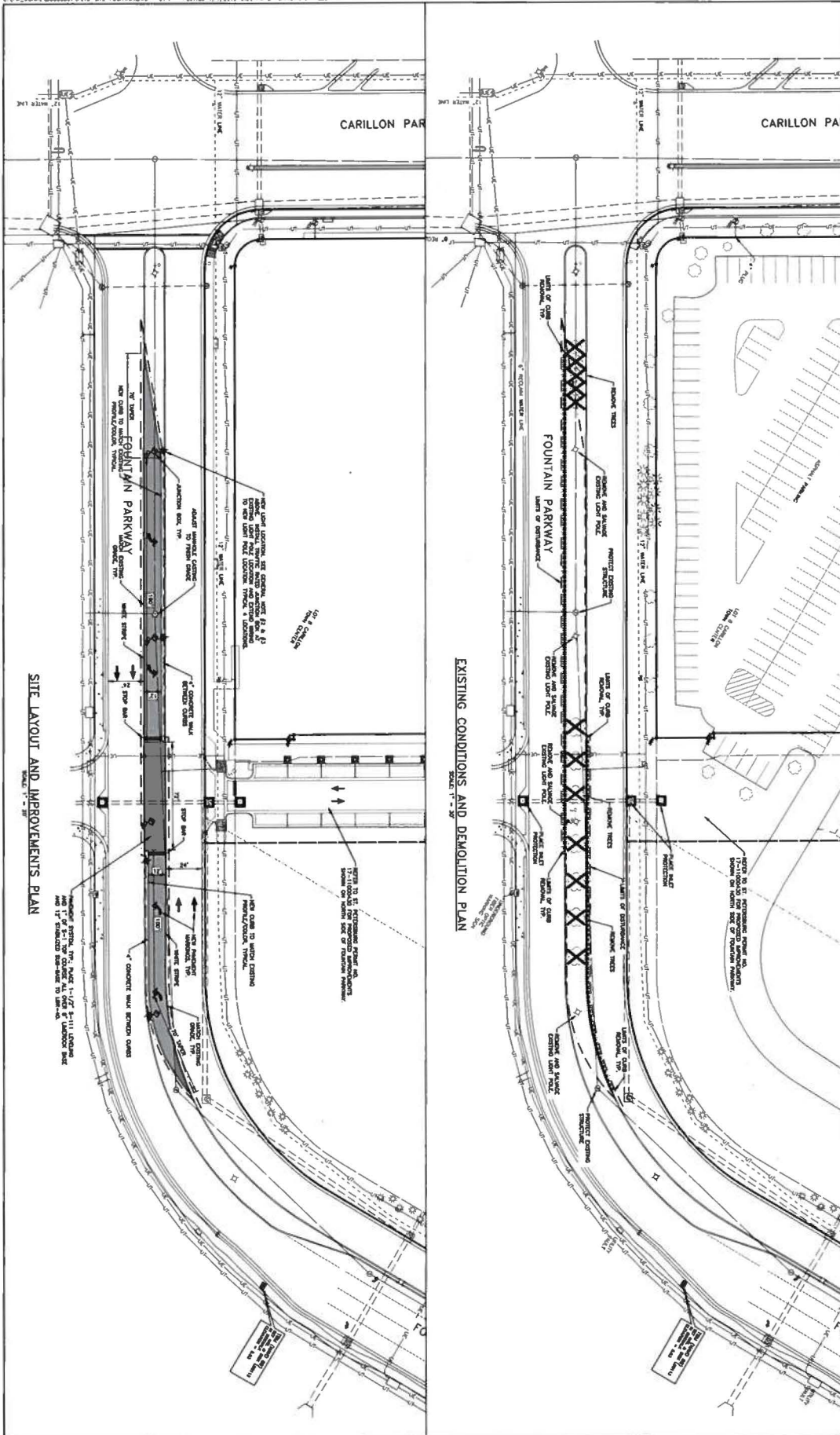
"We Develop Opportunity"



Master Plan Illustrative

VOA

03 | 14



- CONSTRUCTION NOTES**
1. SEE JUNE 2018 A-107 APPROVED STAKEOUT.
  2. VERIFY CONSTRUCTION DETAILS TO AVOID INTERFERENCE TO EXISTING CURB, SIDEWALKS, AND DRIVEWAYS.
  3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 2018 EDITION, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 2018 EDITION, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 2018 EDITION.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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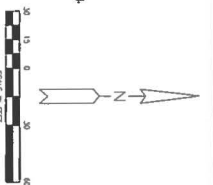
- GENERAL NOTES**
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- NOTES TO THE USER**
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TRIP GENERATION ESTIMATION TABLE

Land Use	Units	Trip Rate	Peak Trips
Residential (Single-Family)	110	0.46	51
Residential (Multi-Family)	110	1.34	147
Commercial (Retail)	480	1.34	643
Commercial (Office)	913	0.62	566
<b>Total</b>	<b>1,503</b>		<b>1,307</b>

Know what's below.  
Call before you dig.



## **ECHELON CITY CENTER SHARED COST AGREEMENT**

**THIS ECHELON CITY CENTER SHARED COST AGREEMENT ("Agreement")** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between the City of St. Petersburg, Florida, a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 ("**City**") and ECC Carillon LLC, a Delaware limited liability company, whose mailing address is 235 3<sup>rd</sup> Street South, Suite 300, St. Petersburg, Florida 33701 ("**Developer**") (collectively "**Parties**").

### **RECITALS**

**WHEREAS**, an affiliate of Developer, Echelon LLC ("Echelon") is the fee simple title owner of approximately 16.45 acres of land located within the boundaries of the City, the legal description of which is attached hereto as Exhibit A (hereinafter the "Property"); and

**WHEREAS**, all 16.45 acres of Property are zoned either "RC-3: Retail Center" or "RC-2: Retail Center" and has a Planned Redevelopment - Mixed Use Future Land Use Map designation (PR - MU); and

**WHEREAS**, Echelon is constructing a mixed use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional Floor Area Ratio ("F.A.R.") Bonuses available; and

**WHEREAS**, on March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015, and the Staff Report attached to that Letter; and

**WHEREAS**, the master site plan, which is attached hereto as Exhibit B, shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6; and

**WHEREAS**, Echelon also desires to place a left turn lane from Fountain Parkway into the Property at the access point between Sites #5 and #6, which was not included in the site plan approved by the DRC; and

**WHEREAS**, the City supports the installation of the left turn lanes at the access point between Sites #5 and #6 on Fountain Parkway because they are in the interest of the public health, safety and welfare by removing the vehicles turning left into Echelon City Center and Commonwealth Court North on the other side of Fountain Parkway, therefore facilitating traffic

flow on Fountain Parkway for through movements, reducing the potential for rear-end crashes, and reducing vehicle emissions associated with traffic congestion; and

**WHEREAS**, Echelon has previously contributed \$1,819,514.68 in Gateway Areawide Transportation Improvement Special Assessment Fees ("GATISAF"); and

**WHEREAS**, on May 18, 2017, the City approved Ordinances 275-H and 276-H, which rescinded the Gateway Areawide Development of Regional Impact ("GADRI") Ordinance and GATISAF Ordinance due to changes in Florida's growth management laws and the obsolescence of the GADRI; and

**WHEREAS**, under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development; and

**WHEREAS**, the Pinellas County Multimodal Impact Fee Ordinance, Chapter 150 of the Pinellas County Land Development Code, now governs the collection of multimodal impact fees in the Gateway area for developments once credits are expended; and

**WHEREAS**, on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, *inter alia*, memorialized the amount of reserved GATISAF funds previously contributed by Echelon; and

**WHEREAS**, the City has received a request from the Developer for funding to construct certain roadway improvement using the reserved Echelon GATISAF funds; and

**WHEREAS**, the City approved a supplemental appropriation in the amount of \$170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018; and

**WHEREAS**, the City has agreed to appropriate an amount not to exceed \$123,328.34 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing certain roadway improvements, subject to the terms and conditions of this Agreement, and to any required future action of its City Council; and

**WHEREAS**, a total of \$1,525,778.34 will remain from Echelon's reserved GATISAF funds for future roadway improvements including, but not limited to, the construction of the Carillon Center Roundabouts Project.

**NOW THEREFORE**, in consideration of the foregoing recitals (which are an integral part of this Agreement and are incorporated herein by reference) and the promises and covenants

contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall be two (2) years commencing on the Effective Date ("**Term**"), unless this Agreement is earlier terminated as provided for herein.
2. **CITY FUNDING.** The City shall pay Developer an amount not to exceed \$123,328.34 of reserved GATISAF funds during the Term ("**City Funding**") toward the costs of Developer implementing the proposed roadway improvements plan ("**Improvements Plan**"), as set forth in Exhibit C, which is attached hereto and made a part hereof. The Improvements Plan may be revised by mutual written consent of the Parties and upon such mutual written consent Exhibit C will be deemed amended accordingly. The City will disburse the City Funding to Developer on a reimbursement basis pursuant to the Improvements Plan, upon receipt of an invoice from Developer. The invoice shall include reimbursement documentation which evidences payment pursuant to the Improvements Plan. After the City's review and approval of the invoice and reimbursement documentation, the City shall pay Developer the amount set forth in the invoice within sixty (60) days.
3. **INELIGIBLE ROADWAY IMPROVEMENTS.** The Parties agree that the median cut shown in the Improvements Plan is ineligible for funding by the City from the reserved GATISAF funds, and that Developer shall be solely responsible for any and all costs associated with the median cut.
4. **REPAYMENT OF CITY FUNDING.** If Developer does not construct the roadway improvements in accordance with the Improvements Plan during the Term of this Agreement, the City may require Developer to repay the City Funding to the City within thirty (30) days after notice to repay the City Funding has been delivered to Developer.
5. **DEVELOPER OBLIGATIONS.** Developer, at its sole cost and expense, shall construct roadway improvements according to the Improvements Plan during the Term of this Agreement. Upon completion of all the improvements set forth in the Improvements Plan, the Parties shall execute a Memorandum of Completion substantially similar to Exhibit D, attached hereto.
6. **ROADWAY IMPROVEMENTS TO REMAIN PUBLIC.** Any roadway improvements constructed pursuant to this Agreement shall remain dedicated to the public in perpetuity. Nothing herein shall be construed as a grant or waiver of the City's interest in its right-of-way under Fountain Parkway to Developer or any other entity.
7. **INDEMNIFICATION.**
  - A. Developer shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all

claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part:

- i. The performance of this Agreement (including any amendments hereto) by Developer, its employees, agents, representatives or subcontractors; or
  - ii. The failure of Developer, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (defined herein); or
  - iii. Any negligent act or omission of Developer, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Developer, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
  - iv. Any reckless or intentional wrongful act or omission of Developer, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Developer pursuant to this Agreement or otherwise obtained by Developer, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

## **8. INSURANCE.**

- A. In addition to the insurance that Developer is required to maintain in accordance with applicable Laws, Developer shall obtain and maintain the following insurance:
- i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.

- B. The commercial general liability insurance policy shall name City as an additional insured. Such policy shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Developer shall provide City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

**9. CITY CONSENT AND ACTION.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

**10. ASSIGNMENT.** Developer may not delegate performance nor assign this Agreement or any of its rights under this Agreement without the City's prior written consent, which shall be granted or withheld in the City's sole discretion. Notwithstanding the foregoing, the Developer shall have the authority to hire duly licensed contractors to perform the Improvements Plan, or subcontractors as provided in paragraph 27 below. In no event shall Developer's retention of a contractor and/or subcontractor relieve Developer of any of its duties, obligations or representations under this Agreement.

**11. NOTICES.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg, Florida  
P. O. Box 2842  
St. Petersburg, FL 33731  
Attn: City Development Administrator  
Phone: 727-892-5024  
Email: [alan.delisle@stpete.org](mailto:alan.delisle@stpete.org)

**DEVELOPER:**

ECC Carillon LLC  
235 3<sup>rd</sup> Street South, Suite 300  
St. Petersburg, FL  
Attn: Mr. Steve Kurcan  
Phone: 727-803-8204  
Email: [skurcan@echelonre.com](mailto:skurcan@echelonre.com)

12. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
13. **DUE AUTHORITY.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
14. **TERMINATION.** In the event of default, either party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any term or condition of this Agreement and such failure continues for a period of thirty (30) days following notice from the notifying party specifying the default.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
16. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there

are no oral representations, arrangements or understandings between or among the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

17. **COMPLIANCE WITH LAWS.** Developer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statutes).
18. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
19. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the City and reviewed by Developer and its professional advisors. The City, Developer and Developer's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Developer or against the City or Developer merely because of their efforts in preparing it.
20. **NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
21. **CAPTIONS.** Captions and headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
22. **BOOKS AND RECORDS.** Developer shall maintain financial books, records, and accounting information related to this Agreement. Developer shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement. Developer shall retain all such books, records and information during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies following expiration or earlier termination of this Agreement. Nothing herein shall be construed to

allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

23. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
24. **NO WAIVER.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Developer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
25. **PERMITS AND LICENSES.** Developer shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government Developer in connection with Developer's performance of this Agreement. Upon request of the City, Developer shall provide the City with written evidence of such permits, licenses, certifications and approvals.
26. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
27. **SUBCONTRACT.** The hiring or use of outside services or subcontractors in connection with the performance of Developer's obligations under this Agreement shall be permitted. Developer shall be solely responsible for ensuring that any subcontractor retained by Developer acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Developer shall promptly pay all subcontractors and suppliers. In no event shall Developer's retention of a subcontractor relieve Developer of any of its duties, obligations or representations under this Agreement.
28. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
29. **NONDISCRIMINATION.** Developer, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion,

gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

30. **NO RESPONSIBILITY OR LIABILITY.** The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement.

REMAINING PORTION INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**ECC Carillon LLC:**

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

Print: \_\_\_\_\_

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

**WITNESSES**

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

**For consent to use Echelon's GATISAF, pursuant to Paragraph 2 of this Agreement:**

**ECHELON LLC:**

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

Print: \_\_\_\_\_

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

**WITNESSES**

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

**CITY OF ST. PETERSBURG, FLORIDA:**

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

Print: \_\_\_\_\_

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
City Clerk (Designee)

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (Designee)

00451643.docx

**Exhibit A**  
**Legal Description of Property**

## Exhibit A

### Echelon City Center Legal Description

#### PARCEL NUMBERS

- 1230161318300000 – 20
- 1230161318300000 – 30
- 1230161318300000 – 40
- 1230161318300000 – 50
- 1230161318300000 – 60
- 1230161318300000 – 70
- 1230161318300000 – 80

#### LOT 3

A PORTION OF LOTS 1, 4, AND 5, BLOCK 2 OF CARILLON PHASE II  
AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS  
OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE  
SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY  
ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY  
47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD BEARING S.10°33'37"E.,  
46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT- OF-WAY LINE,  
S.00°00'00"W., 402.69 THENCE S.89°51'23"W., 237.94 FEET TO THE POINT OF BEGINNING;  
THENCE S.89°51'23"W., 288.17 FEET; THENCE N.00°08'37"W., 154.84 FEET; THENCE  
N.89°51'23"E., 15.82 FEET THENCE N.00°08'43"E., 123.50 FEET THENCE N.89°51'23"E.,  
175.41 FEET; THENCE S.00°08'37"E., 105.50 FEET; THENCE N.89°51'17"E., 96.94 FEET;  
THENCE S.00°08'43"E., 172.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.56 ACRES, MORE OR LESS.

#### SOUTH REMAINDER PARCEL

A PORTION OF LOTS 1, 2, 3, AND 4, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH  
85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY HAVING A  
RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF  
FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD BEARING S.10°33'37"E., 46.82 FEET); THENCE  
CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.00°00'00"W., 402.69 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY BY THE FOLLOWING SIX (6) COURSES:

1 - THENCE S.00°00'00"W., 173.14 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 39.75  
FEET;

2 - THENCE SOUTHERLY ALONG SAID CURVE 36.36 FEET THROUGH A CENTRAL ANGLE OF 52°24'21", (CHORD BEARING  
S.26°12'11"E., 35.10 FEET);

3 - THENCE S.00°00'00"W., 209.91 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 166.25 FEET;

4 - THENCE SOUTHEASTERLY ALONG SAID CURVE 171.54 FEET THROUGH A CENTRAL ANGLE OF 59°07'06", (CHORD  
BEARING S.29°33'33"W., 164.03 FEET);

5 - THENCE S.59°07'06"W., 475.03 FEET TO A CURVE CONCAVE NORTHERLY HAVNG A RADIUS OF 37.75 FEET;

6 - THENCE WESTERLY 59.30 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARING N.75°52'54"W., 53.39 FEET) TO THE EASTERLY RIGHT OF WAY LINE OF CARILLON PARKWAY OF SAID CARILLON PHASE II; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N.30°52'54"W., 279.10 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1466.25 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY 324.34 FEET THROUGH A CENTRAL ANGLE OF 12°40'27", (CHORD BEARING N.24°32'41"W., 323.68 FEET; THENCE NON-TANGENT N.03°35'33"W., 50.86 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1454.25 FEET; THENCE NORTHERLY 206.00 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°06'58", (CHORD BEARING N.12°12'37"W., 205.83 FEET); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N.89°51'23"E., 849.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.793 ACRES, MORE OR LESS.

#### LOT 2

A PORTION OF LOTS 1, AND 6, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD BEARING S.10°33'37"E., 46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.00°00'00"W., 402.69 FEET; THENCE S.89°51'23"W., 237.94 FEET; THENCE N.00°08'43"W., 172.84 FEET; THENCE S.89°51'17"W., 96.94 FEET; THENCE N.00°08'37"W., 276.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ULMERTON ROAD (STATE ROAD NO. 688); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.89°51'23"E., 325.61 FEET; THENCE S.87°16'53"E., 1.81 FEET TO THE POINT OF BEGINNING.

LESS:

BANK PARCEL (SUNTRUST BANK)

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF ULMERTON ROAD, N.89°51'23"E., 163.06 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S.00°08'37"E., 158.35 FEET; THENCE S.89°51'23"W., 163.06 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, N.00°08'37"W., 158.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.593 ACRES, MORE OR LESS.

LESS EXISTING BUILDING PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, N.00°08'43"W., 155.23 FEET; THENCE S.89°57'43"E., 1.94 FEET TO THE POINT OF BEGINNING; THENCE N.00°01'53"W., 92.52 FEET; THENCE S.89°58'03"E., 58.84 FEET; THENCE S.00°01'53"E., 92.53 FEET; THENCE N.89°57'43"W., 58.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1250 ACRES, MORE OR LESS.

LESS GRILL PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, NORTH, 399.98 FEET; THENCE WEST, 9.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH, 26.31 FEET; THENCE EAST, 4.35 FEET; THENCE SOUTH, 50.25 FEET; THENCE WEST, 5.58 FEET; THENCE SOUTH, 15.64 FEET; THENCE WEST, 131.51 FEET; THENCE NORTH, 68.67 FEET; THENCE WEST, 15.67 FEET; THENCE NORTH, 61.53 FEET; THENCE EAST, 142.42 FEET; THENCE SOUTH, 18.00 FEET; THENCE EAST, 6.00 FEET; THENCE SOUTH, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4210 ACRES, MORE OR LESS.

REMAINDER LOT 2 CONTAINING 1.93 ACRES MORE OR LESS.

**Exhibit B**  
**Master Site Plan**

# EXHIBIT B



## SITE LEGEND

- 01 PROJECT ENTRANCE
- 02 ICONIC FEATURES | SIGNAGE
- 03 FOUNTAIN FEATURES
- 04 ENTRY BOULEVARD
- 05 ROUNDABOUT WITH ICONIC FOUNTAIN
- 06 STREETScape WITH SPECIALTY PAVING; TYPICAL
- 07 SITE WALLS | SEATING
- 08 SPECIALTY PAVED INTERSECTIONS WITH CROSSWALKS; TYPICAL
- 09 "OVAL-ABOUT" WITH SPECIMEN PALMS AND ICONIC FEATURES
- 10 RETAIL PLAZA | FRONTAGE
- 11 L.E.D. VIDEO | GRAPHIC SCREENS
- 12 SIGNATURE RESTAURANT WITH SECOND-STORY BAR & GRILLE
- 13 45° ANGLED PARKING
- 14 SURFACE PARKING
- 15 EXISTING PARCELS



**ECHELON CITY CENTER**

"We Develop Opportunity"

Master Plan Illustrative



03 | 14



## **Exhibit C**

### **Proposed Roadway Improvements Plan**

Fountain Parkway Improvements  
See Plans as approved by Permit 19-1000823

To allow traffic to efficiently and safely move north from Commonwealth Boulevard into and out of Echelon City Center (east and west turns onto Fountain Parkway), this project eliminates the median at Fountain Parkway and Commonwealth Boulevard.

This project provides a left turn lane into Echelon City Center for traffic heading south on Carillon Parkway turning east onto Fountain Parkway.

This project provides a left turn lane on to Commonwealth Boulevard for traffic heading west on Fountain Parkway.

In addition, this project re-works curbs, adjusts street lighting, and modifies storm water inlets and other utilities.

**Exhibit D**  
**Completion of Roadway Improvements Plan**

**THIS MEMORANDUM OF COMPLETION** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of St. Petersburg, Florida ("City"), a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 and ECC Carillon LLC ("Developer"), whose address is 235 3<sup>rd</sup> Street South, Suite 300, St. Petersburg, Florida 33701.

The Parties hereto agree that all of the Developer obligations related to the implementation of the roadway improvements set forth in the Improvements Plan in accordance with the terms and conditions of the Echelon City Center Shared Cost Agreement ("Agreement") dated \_\_\_\_\_ have been completed as of the date first written above. All other terms and conditions set forth in the Agreement remain in effect, including the dedication of the roadway improvements completed under this Agreement to the public in perpetuity.

ECC Carillon LLC

By: \_\_\_\_\_  
Steven K. Kurcan, as its President

City of St. Petersburg, Florida

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

Print: \_\_\_\_\_

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

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (Designee)