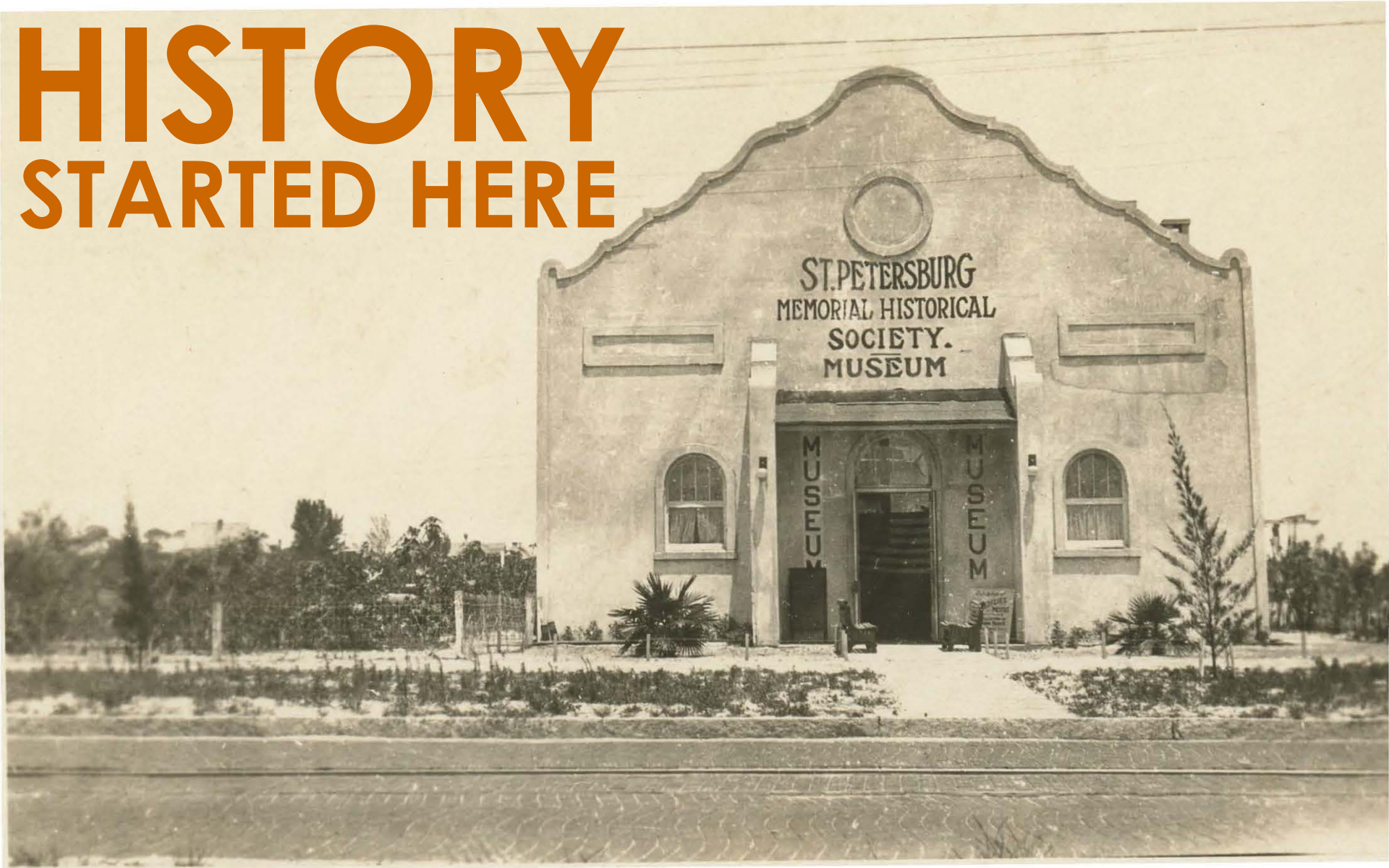


# HISTORY STARTED HERE



1920



# HISTORY SHINES HERE



2020

# **St. Petersburg Museum of History**

## **Pinellas County Tourist Development Council Capital Projects Funding Application**

January 2019

TAB 1 TDC 2018-2019 Capital Projects Funding Application

### **Section A**

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## **TAB – 1**

# **Capital Projects Funding Application**



**2018-2019 CAPITAL PROJECTS FUNDING APPLICATION**

DATE: January 11, 2019

APPLICANT LEGAL NAME: St. Petersburg Historical Society, Inc.

APPLICANT REPRESENTATIVE NAME: Rui Farias

Title: Executive Director

Email address: rui@spmoh.org

Telephone #: 727-365-7353

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**SECTION A: CERTIFICATION AND COMPLIANCE STATEMENT**

*(to be completed by authorizing officer/individual)*

I, Rui Farias, hereby certify that the above-referenced applicant is eligible to receive Capital Project Funding from the Pinellas County Tourist Development Council and Convention & Visitors Bureau pursuant to Pinellas County Code and the Capital Projects Funding Program Guidelines (Guidelines), and that the following documents are submitted herewith (Capitalized terms shall have the meaning ascribed herein or as set out in the Guidelines).

(Initial each item below in **blue ink**.)

RF A timely, fully completed, typed, signed application, Sections A through E, with all appropriate signatures in blue ink and marked "Original."


RF The following complete support materials are provided (if not applicable to your project, explain why):

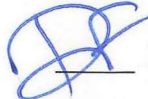
RF An economic impact study, which satisfies the economic impact study requirements as specified in Attachment A, provided by an independent consultant demonstrating how the proposed Capital Project will enhance and promote Pinellas County as a tourist destination. Study must be completed no earlier than 6 months before application due date.

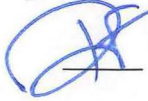
RF Detailed Capital Project description.


RF Certification that Capital Project is shovel-ready, including explanation and documentation of real or personal property security interests, and the design, permitting, and construction status.


RF An explanation of how the funds will be utilized, including amount requested, total Capital Project budget, and an itemized budget (schedule of values).


 Completed Marketing and/or Sponsorship benefits plan to be provided by Applicant upon completion and occupancy of the Capital Project to jointly promote the destination with VSPC, including the Applicant's valuation and proposed term of the promotion plan.


 Documentation identifying Applicant's funding sources for Applicant's matching funds.

 Proof of ownership of project property (such as a deed or most recent tax bill); and if either the land or building is leased or licensed, a copy of the complete lease or license agreement.

 Certification that Applicant and/or Applicant's attorney has reviewed, understands and agrees to the terms, conditions and provisions of the Funding Agreement as set out in Attachment B.

 Fifteen (15) collated copies of the application and support materials, and one copy of the application and support materials saved as a pdf file or files on a USB drive.

 Attach to original only (non-governmental applicants): One (1) *Florida Certificate of Status* (aka *Certificate of Good Standing*) from the Florida Department of State, Division of Corporation (DOS); *OR* documentation verifying correct legal identity and status from the DOS website at [www.sunbiz.org](http://www.sunbiz.org); *OR* equivalent.

 I understand that incomplete applications may be disqualified and ineligible for funding.

I further certify that the information contained in this application is true and correct to the best of my knowledge and that I have read the Capital Projects Funding Program Guidelines and will abide by all legal, financial, and reporting requirements established in the Guidelines, Pinellas County Code, and Florida Statutes.

I also acknowledge and understand that receipt of any funding for this event is contingent upon a fully executed agreement, prepared by the County, that includes the County's required terms and conditions.

Please have an **authorized corporate officer, or if a municipality, an authorized individual** sign below in **blue ink**.

Authorizing Officer/Individual	
Name (typed)	Rui Farias
Title	Executive Director
Phone	727-894-1052
Email	Rui@spmoh.org
Date Signed	January 11, 2019
Signature	

**SECTION B: GENERAL INFORMATION**

Applicant Organization: (Legal name) St. Petersburg Historical Society, Inc.	
Mailing Address: 335 2 <sup>nd</sup> Ave NE	
City: St. Petersburg	State: FL Zip: 33701
Street Address: 335 2 <sup>nd</sup> Ave NE	
City: St. Petersburg	State: FL Zip: 33701
FEIN #: 59-0809627	
Phone: 727-894-1052	FAX: n/a
Web Address: www.spmoh.com	
Primary Contact Person:	Rui Farias
Title:	Executive Director
Direct Phone:	727-894-1052
Email:	rui@spmoh.org

**1. TYPE OF ORGANIZATION:**

- (1) A public entity located in Pinellas County;
- (2) An organization that operates a publicly-owned facility in Pinellas County through a service contract or lease whose use of the facility is eligible for funding pursuant to Pinellas County Code and the Capital Projects Funding Program Guidelines;
- (3.a) Not-for-profit entity that owns & operates a museum open to the public;
- (3.b) Not-for-profit entity that owns & operates an aquarium open to the public.

**2. Identify the statutorily eligible Capital Project for which you are applying:**

(a) Capital funds will be used for the (check all that apply):

- Acquisition;  Construction;  Extension;  Enlargement;  Remodel;  Repair;  Improvement

(b) of the following facility located in Pinellas County:

- Convention Center       Coliseum       Auditorium
- Museum       Aquarium       Sport Stadium/Arena



3. Identify the following for the existing or proposed facility:

Owner: City of St. Petersburg

Facility Name: St. Petersburg Museum of History

Facility Location: 335 2<sup>nd</sup> Ave NE, St. Petersburg, FL 33701

4. Said facility is:

- Publicly owned and operated by a not-for-profit organization and open to the public

5. If the facility or land is leased or licensed, indicate the date the lease/license period ends:  
July 31, 2022 – but should have new 10 year lease by May 2019.

6. Total amount of funding requested: \$2,200,000.00

7. Projected Capital Project timeline: Start Date: May 2019 End Date: January 2020

8. Projected annual incremental increase in the number of Tourist room nights expected to be generated by the Capital Project for a period of 10 years after completion and occupancy of the Capital Project: **Projected annual increase of 13,260 and 10 year cumulative of 132,600.**

9. Projected annual incremental increase in the number of Tourist attendees expected to be generated by the Capital Project for a period of 10 years after completion and occupancy of the Capital Project: **Projected annual increase of 76,770 and 10 year cumulative of 767,700.**

10. Applicant's valuation of the Marketing and/or Sponsorship benefits to be provided by the Applicant: **\$383,250.**

11. Projected annual increases in governmental fees and taxes expected to be generated by the Capital Project for a period of 10 years after completion and occupancy of the Capital Project: **First year projected Bed and Sales Tax collections of \$130,382 and cumulative 10 year total of \$1,414,418.**

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## SECTION C: PROJECT DESCRIPTION & ELABORATION

*Please respond completely to each item below. While your answers may summarize information explained in more detail in your economic impact study, it is NOT acceptable to simply refer to this document (i.e., "see economic impact study").*

12. Please provide the **mission statement** of your organization. Do not address history, goals, objectives, programs, objects or any other additional information. Mission statements should be one or two sentences.
  13. Provide a brief synopsis of your Capital Project proposal and funding request. Describe the primary goals and objectives of the Project. *Not to exceed 2 pages.*
  14. Please provide a brief statement explaining how your Project comports with the requirements of Florida Statutes § 125.0104 and Pinellas County Code Sec. 118-32. *Not to exceed 1 page.*
  15. Describe in detail the appeal or attraction of the proposed Project/Tourism facility, and its proven or potential ability to generate a significant return on investment of Bed Taxes. Describe unique attributes of the facility and its value in promoting Pinellas County as a Tourist destination for visitors from the State of Florida, and nationally, or internationally. *Not to exceed 2 pages.*
  16. Discuss the proposed Marketing and/or Sponsorship benefits plan to be provided by Applicant promoting Pinellas County as a Tourist destination jointly with VSPC, including projections related to how the project will attract overnight visitors during both tourist season and “off season” periods. Identify your targeted markets, and detail what marketing funds, in addition to the promotion benefits provided to the VSPC, that Applicant will commit to out-of-market advertising. *Not to exceed 2 pages.*
  17. Describe any studies or reports undertaken to determine the feasibility of the current proposed Capital Project. *Not to exceed 1 page.*
- 

#### **SECTION D: REQUIRED BUDGET INFORMATION**

18. Provide a specific detailed budget (schedule of values) for the Capital Project (large budgets, round to the nearest hundred or thousand). Please differentiate how much of the budget would come from Capital Project Funding Program dollars versus other funding sources, including but not limited to matching funds, donations, loans, etc. *Not to exceed 3 pages.*
- 

#### **SECTION E: CONFLICT OF INTEREST AVOIDANCE**

19. List the names of any directors, officers, members, principals or employees of the applicant organization that are either Pinellas County employees, or that sit on any boards, commissions, councils, or committees of Pinellas County government.



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## SECTION F: PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to it are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Applicant or Applicant’s Agent desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials constitute a trade secret, and Applicant or Applicant’s Agent shall provide an additional copy of the application and supporting documents that redact all designated trade secrets. By submitting any materials that are designated as trade secrets Applicant or Applicant’s Agent acknowledges and agrees:

(i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Applicant or Applicant’s Agent shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or the trade secret designation of the materials will be deemed waived;

(ii) that to the extent that the application and/or supporting documents/materials with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives, including Tourist Development Council members, that are in any way involved in processing, evaluating, negotiating, approving any funding request, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final funding award;

(iii) to indemnify and hold the County, and its officials, employees, agents, representatives and Tourist Development Council members harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets herein, including, but not limited to actions or claims arising from the County’s nondisclosure of the trade secret materials.

(iv) that information and data Applicant or Applicant’s Agent manages may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Applicant or Applicant’s Agent agrees that it will implement policies and procedures, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

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**TAB – 2**

**Economic Benefits Analysis**

# Economic Benefits Analysis

## St. Petersburg Museum of History



December 2018



Wynne & Associates, LLC  
Planning and Economic Analysis

# St. Petersburg Museum of History

## ECONOMIC BENEFITS ANALYSIS

### Executive Summary

SPMOH is applying for financial assistance through Pinellas County’s Tourist Development Council’s Capital Projects Funding Program. The County allocates a percentage of the Tourist Development Tax to capital projects. An Economic Impact Study is required as part of the application process. Specifically, the following must be identified:

Projected incremental increases in the number of Tourist room nights expected to be generated by the Museum expansion after completion and occupancy are 13,260 in year one and 132,600 cumulatively over ten years.

Projected annual incremental increase in the number of Tourist attendees expected to be generated by the Museum expansion project are 76,770 in year one and 767,700 over ten years.

The projected annual increase in bed taxes expected to be generated by the Museum expansion is \$57,025 in year one and \$618,618 over ten years.

The projected annual increases in sales taxes expected to be generated by the Museum expansion is \$73,357 in year one and \$795,800 over ten years.

The following table summarizes these incremental increases:

<b>St. Petersburg Museum of History Expansion</b>					
<b>Incremental Room Nights, Hotel Tax, and Sales Tax Generation</b>					
		Cumulative			
	Year 1	10 Years	20 Years	30 Years	40 Years
Museum Attendees	76,770	767,700	1,535,400	2,301,000	3,068,000
Room Nights	13,260	132,600	265,200	397,800	530,400
Bed Tax Collections	\$57,025	\$618,618	\$1,337,542	\$2,171,882	\$3,140,168
Sales Tax Collections	\$73,357	\$795,800	\$1,720,635	\$2,793,945	\$6,833,508

Room Nights are expressed as an annual average so no growth rate is applied. e.g., some years will be higher than others.

Assumes 1.5% growth rate for bed and sales tax collections.



## Introduction

This economic benefits analysis will explore the value of the St. Petersburg Museum of History (SPMOH) in qualitative and quantitative measures. We will take a brief look at the qualitative importance of museums in the community's educational, cultural, and heritage realm. The economic and fiscal values of the SPMOH will be quantified. Economic benefits will be measured in employment, wages, and value-added benefits attributable to the museum. Fiscal impacts will be measured by the contribution of the museum related to Tourist Development Tax and Sales Tax collections. Fiscal impacts will be expressed in incremental or net new terms. This analysis explores the increases in Room Nights, Bed Tax, and Sales Tax generated by the SPMOH expansion.

## Cultural Importance of the Museum

Cultural and heritage tourism is a fast-growing segment of the Pinellas tourism industry that provides vast cultural benefits to the community in addition to its economic benefits. Pinellas is known world-wide as an arts destination, and St. Petersburg is quickly gaining a reputation as a true "museum city." The qualitative value to a community is invaluable for the education and cultural opportunities provided. SPMOH is focused on sharing the history of Florida with an emphasis on St. Petersburg and Pinellas County. The modernized facility will be better able to accommodate student field trips. Florida history is part of the curriculum for public school students. SPMOH currently hosts hundreds of students each year. With the Main Gallery designed to match Florida state standards for Florida history, it is estimated that 8,500+ students will visit annually. It is anticipated that students from neighboring districts will visit as well. Along with the noteworthy educational opportunities, studies show that these students bring their families back for additional visits. *"You have to know the past to understand the present"* – Carl Sagan.

## Museum Expansion and Modernization Plans

The St. Petersburg Historical Society was established in 1920, with the Museum of History opening in 1922. After much negotiation, the City provided the Historical Society an old aquarium building for the public display of its collections. The Museum stands on that same spot today. The current museum has around 9,000 square feet of exhibit space and houses a working replica of the Benoist XIV Airboat, the plane flown by Tony Jannus on January 1, 1914 in the world's first commercial airline flight from St. Petersburg to Tampa. The proposed expansion and modernization will have two stories and increase the museum exhibit space by 8,000 square feet for a total exhibit space of over 16,000 square feet. The modernized facility will include twelve state-of-the-art permanent exhibit modules, auditorium seating for 200+ and reception facilities that will accommodate several hundred guests. Most importantly, the expansion will allow the museum to host "blockbuster" exhibits like the ones hosted by the former Florida International Museum such as *Treasures of the Czars* and *Titanic*.

## Projected Museum Attendance Post Expansion

Museums and galleries work in aggregate to attract overnight visitors and enhance the visitor experience in the region. The beach is clearly Pinellas County's top draw; however, many visitors are attracted to St. Pete/Clearwater based on the quantity and quality of arts and cultural (e.g., museums and galleries) offerings. The expanded and modernized SPMOH will add to the draw of St. Pete/Clearwater and is a complimentary attraction with the new St. Pete Pier.

The SPMOH will draw visitors from four major categories: regular, traveling exhibitions, education and special events and rentals. The Museum will benefit from its location at the gateway to the approach of the new St. Pete Pier. The Pier is estimated to draw 1.7 million visitors a year. Additionally, the Museum is part of downtown St. Petersburg's vibrant and growing arts and cultural scene. There are five major museums and over a dozen galleries within a 15-minute walk of SPMOH. Quality arts and cultural offerings are a vital component to tourist development. Recent visitor research conducted for Visit St. Petersburg/Clearwater by Destination Analysts reports that a significant percentage of several traveler segments visit museums when in the area.

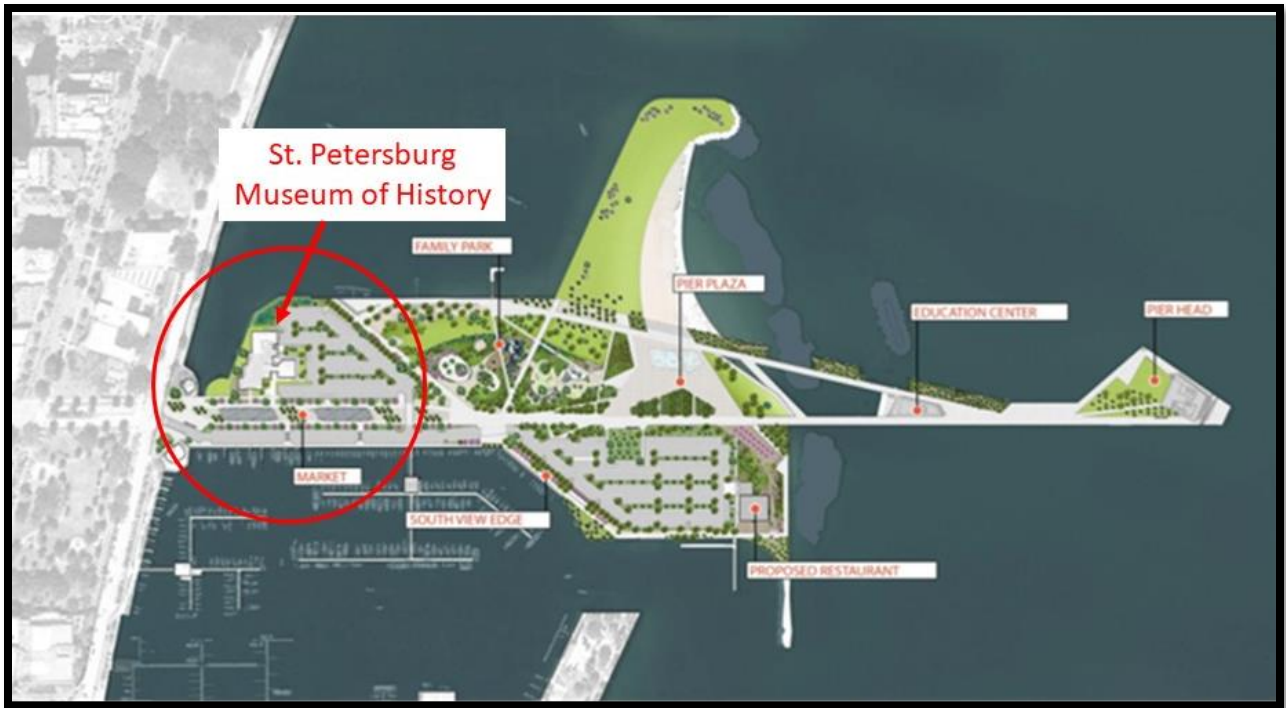
	<b>Q4 2017</b>	<b>Q1 2018</b>	<b>Q2 2018</b>
Arts & Cultural Visitor	76.5	80.5	89
Affluent Visitor	30.7	22.5	27
Millennials	29.6	16	42.7
Generation X	18	17	20
Boomers	95.59	92	85

Source: Destination Analysts' Visitor Profile Studies

The Museum is located at the entrance of the new Pier District and forty-percent (appx 180 spaces) of Pier parking will be in the north lot, adjacent to the Museum. Also, the Pier Marketplace is located just outside the front door. Due to its location, pedestrians and bicyclists traveling the approach will flow past the Museum entrance, and its planned Pinellas Visitors Center. The Museum will be accessible by transit options including Looper Trolley, PTSA bus service and the Pier District tram, which will have a stop just steps from the Museum entrance. Future marine ferry service and historic vessels such as the LYNX will dock adjacent to the Museum.

The combination of an expanded and modernized museum and the draw of the new St. Pete Pier is expected to drive museum attendance significantly. SPMOH already enjoys favorable reviews in the travel community (see Appendix F) and the expansion will only enhance the Museum's stature as a tourist attraction.

The following diagram from the Pier Master Plan depicts the Museum's outstanding location along The St. Pete Pier approach.



#### Projected General Admissions

Projected regular/general attendance is a derivative of estimated visitors to the new St. Pete Pier. Pier visitors are expected to have a 58/42% local/non-local split. SPMOH attendance profiles indicates the museum skews the opposite between 50/50 to 40/60. Of the 1.7 million estimated Pier visitors, 340,000 are expected to attend gated admission shows. It is unknown if these visitors will be interested in other activities during their Pier visit. The remaining 1,376,000 projected Pier visitors provides an estimate of the addressable market. Estimated capture rates for locals and day trippers are 2% and 2.5% for overnight visitors. Stated another way, the Pier visitors will add to SPMOH attendance and vice-versa.

**Projected Standard Admissions Attendees  
Average Annual 2021-2030**

	<b>Local (Pinellas) Attendee</b>	<b>Day Tripper Attendee</b>	<b>Overnight Attendee Staying in H/M/C/C</b>	<b>Overnight Attendee Staying with friend/relative</b>	<b>Total</b>
Projected Pier Visitor	1,376,000	1,376,000	1,376,000	1,376,000	
Split Rate	30%	20%	30%	20%	100%
Attendee Split	412,800	275,200	412,800	275,200	
Capture Rate	2.0%	2.0%	2.5%	2.5%	
<b>Total</b>	<b>8,256</b>	<b>5,504</b>	<b>10,320</b>	<b>6,880</b>	<b>30,960</b>

Source: SPMOH

Notes:

Estimated Pier attendance per Pier District Economic Impact report dated 5/17/2017 will be 1.7 million, with 58% Locals and 42% out of town. 340K of the 1.7M are going to special, gated events. Leaving 1,376,000 general Pier visitors. SPMOH has observed a 50/50 split in recent years.

Projected Exhibition Attendees

The Museum’s expansion will allow it to accommodate blockbuster exhibits and larger traveling and rotating exhibits than can currently be presented. Blockbuster exhibits can be a tremendous tourist draw. The Treasures of the Czars exhibition at the for Florida International Museum drew 600,000 visitors in 1995 while *Titanic: The Exhibition* drew well over 830,000. These exhibits are considered by many as a significant contributor to the renaissance of downtown St. Pete. Blockbuster exhibits will significantly boost attendance for SPMOH. For the purposes of this analysis, a very conservative estimate of average annual “Blockbuster” attendance was used; however, upside attendance potential is significant if SPMOH hosts the right exhibit.

**Projected Exhibition Admissions Attendees  
Average Annual 2021-2030**

	<b>Local (Pinellas) Attendee</b>	<b>Day Tripper Attendee</b>	<b>Overnight Attendee Staying in H/M/C/C</b>	<b>Overnight Attendee Staying with friend/relative</b>	<b>Total</b>
"Blockbuster" & Traveling Exhibits	8,750	5,250	14,000	7,000	35,000

Notes:

Expansion of SPMOH will accommodate internationally renowned traveling "blockbuster" exhibits like the former Florida International Museum in downtown St. Pete as well as larger and more interesting exhibitions/displays. 35,000 is an annual average. Variability is expected year to year. Visitor splits are anticipated to be 40% Local/Day Tripper and 60% Overnight.



## Special Events and Rentals

The expanded SPMOH will be a highly sought-after venue for corporate and community meetings, wedding receptions and other events. Corporate and community groups are always seeking new and unique venues for meetings and the renovated Museum will provide one of the most unique spots in the County. The downtown waterfront is a spectacular location for destination weddings and the expanded Museum will offer venues for weddings and receptions.

### Special Events/Rentals Attendees

#### Average Annual 2021-2030

	Local (Pinellas) Attendee	Day Tripper Attendee	Overnight Attendee Staying in H/M/C/C	Overnight Attendee Staying with friend/relative	Total
Full Run	1,900	1,425	950	475	4,750
Flight Gallery	1,700	1,275	850	425	4,250
Auditorium	600	360	120	120	1,200
Lunch/Breakfast	600	360	120	120	1,200
<b>Total</b>	<b>4,800</b>	<b>3,420</b>	<b>2,040</b>	<b>1,140</b>	<b>11,400</b>

## Projected Education Attendees

Florida History is part of the curriculum Florida public school students. SPMOH currently hosts dozens of students each year. It is estimated that approximately 8,500 students will visit the Museum annually after expansion/modernization. Students attendees do not provide additional spending, but the educational opportunities provided are noteworthy.

### Projected Education (Student) Attendees

#### Average Annual 2021-2030

	Local (Pinellas) Attendee	Day Tripper Attendee	Overnight Attendee Staying in H/M/C/C	Overnight Attendee Staying with friend/relative	Total
Students	8,500	-	-	-	8,500

## Summary of Incremental Attendance

The following table aggregates the various attendance categories:

<b>St. Petersburg Museum of History Projected Post Expansion Attendance</b>						
	<b>Total</b>	<b>Local Attendee</b>	<b>Day Tripper Attendee</b>	<b>Overnight Attendee Staying in H/M/C/C</b>	<b>Overnight Attendee Staying with friend/relative</b>	<b>Other</b>
General Admissions	30,960	8,256	5,504	10,320	6,880	
Exhibitions	35,052	8,750	5,250	14,000	7,000	52
Special Events	11,600	4,800	3,420	2,040	1,140	200
Education/Students	8,500	8,500				
Less Existing Attendance	(9,342)	(3,737)	(934)	(3,737)	(934)	
<b>Total Incremental Attendance</b>	<b>76,770</b>	<b>26,569</b>	<b>13,240</b>	<b>22,623</b>	<b>14,086</b>	<b>252</b>

Detailed attendance data for museums is difficult to collect. As part of its economic impact study conducted for the Museum of the American Arts and Crafts Movement (MAACM) in 2016, Lambert Advisory estimated annual attendance for other area museums utilizing IRS data and observations. Their findings are summarized in general ranges: Dali Museum (380,000 to 420,000); Museum of Fine Arts (50,000 to 70,000); Morean/Chihuly Museum (70,000 to 90,000); and Holocaust Museum (25,000 to 35,000). The report projects 150,000 annual visitors to the MAACM. The SPMOH estimated post expansion average attendance of 76,770 is well within these ranges.

## Economic Impacts

To understand the significance of the proposed expansion plans impact, we have reviewed the economic benefits of the Museum's past (2013-2017) five years and the three interim years (2018 -2020). The closing of the Pier created challenges for the Museum. However; with the addition of traveling exhibits, more aggressive marketing, and increased pedestrian traffic from Beach Drive patrons parking next to the Museum, attendance rose during 2015 and 2016. Due to the erratic nature of the attendance data, we have modeled the five-year average (9,342) for past and interim (existing) impacts.

<b>St. Petersburg Museum of History</b>						
<b>2013 - 2017 Attendance</b>						
<b>Attendance</b>	<b>Adult</b>	<b>Child</b>	<b>Senior</b>	<b>Student</b>	<b>Military</b>	<b>TOTAL</b>
2013	1,649	327	2,047	1,157	-	5,180
2014	3,016	308	2,592	2,299	1,207	9,422
2015	3,441	295	2,520	2,420	860	9,536
2016	4,797	505	2,950	2,338	1,256	11,846
2017	5,103	389	2,383	1,973	879	10,727
Average	3,601	365	2,498	2,037	840	9,342
				Local	40%	3,737
				Day Tripper	10%	934
				H/M/C/C	40%	3,737
				VFR	10%	934
					100%	9,342

Source: SPMOH

Note: Prior and Interim attendance visitor mix is different from anticipated post-expansion mix; especially for special exhibits.

### Economic Benefits of Past and Interim (existing) Museum Operations

Utilizing the average attendance with typical local and visitor spending profiles yields the following impacts:

<b>St. Petersburg Museum of History</b>				
<b>Prior and Interim (Existing) Annual Economic Impact</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Output</b>
Direct Effect	9.9	\$248,988	\$315,380	\$570,387
Indirect Effect	1.5	\$71,771	\$136,518	\$233,784
Induced Effect	2.1	\$90,377	\$167,319	\$286,044
Total Effect	13.6	\$411,136	\$619,217	\$1,090,215

### Construction Impacts

The 8,000 square foot expansion and modernization are estimated to cost \$6 million dollars. Hard construction costs will be \$4.2 million; soft costs for engineering and architectural will be \$300 thousand; and fixtures, furnishings and the like will be \$1.5 million. This analysis assumes local contractors and professional services. Furnishings, etc. will be sourced in a 50/50 local/outside split. Total full-time equivalent employment is 61 jobs, \$2.9 million in income and \$4.6 million in value-added. Total output generated by the Construction spending was modeled using IMPLAN software and the results are as follows:

<b>St. Petersburg Museum of History Expansion</b>				
<b>Construction Impact Summary</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Output</b>
Direct Effect	37.4	\$1,793,596	\$2,694,042	\$5,100,000
Indirect Effect	9.2	\$467,109	\$770,606	\$1,351,047
Induced Effect	15.0	\$635,539	\$1,176,737	\$2,011,314
<b>Total Effect</b>	<b>61.5</b>	<b>\$2,896,245</b>	<b>\$4,641,386</b>	<b>\$8,462,362</b>

### Economic Impacts of Expanded/Modernized Museum

Operations of the expanded and modernized SPMOH and the related visitor spending is estimated to create more than 109 full-time equivalent (FTE) jobs. Income, Value Added, and Output are expressed in annual terms and accrue every year. The jobs created remain constant. For example, one job paying \$40,000 would earn \$400,000 over ten years but still only be one job.

<b>St. Petersburg Museum of History</b>				
<b>Post Expansion Annual Economic Impact</b>				
<b>Impact Type</b>	<b>Employment</b>	<b>Labor Income</b>	<b>Value Added</b>	<b>Output</b>
Direct Effect	80.2	\$1,992,835	\$2,555,839	\$4,584,723
Indirect Effect	12.1	\$569,004	\$1,072,341	\$1,837,986
Induced Effect	17.0	\$721,787	\$1,336,277	\$2,284,447
<b>Total Effect</b>	<b>109.3</b>	<b>\$3,283,626</b>	<b>\$4,964,457</b>	<b>\$8,707,156</b>



## Fiscal Impacts

The primary purpose of this analysis is to project estimated incremental room nights, bed tax receipts, and sales tax collections generated by the expanded and modernized St. Petersburg Museum of History.

### Prior and Interim Attendance, Room Nights and Tax Generation

The existing Museum operations are reasonable for a “local museum” that can capitalize on its location to attract a good mix of out-of-town guests. Attendance data reported here shows there is room for the museum to grow, especially with the addressable market generated by the new Pier and related redevelopment. As no material changes will occur to the Museum during the interim period, interim years (2018 – 2020) are assumed to resemble the prior five years for which full year data is available.

<b>St. Petersburg Museum of History</b>	
<b>Impacts of Existing Operations</b>	
Average Attendance	9,342
Room Nights	1,450
Annual Bed Tax Collections	\$6,349
Sales Tax Collections	\$8,689

### Incremental Room Nights and Tax Generation Generated by SPMOH Expansion

In projecting incremental increases, only one overnight stay and one day of visitor spending was attributed per attendee. Day trippers’ spending was reduced to account for less than three meals and reduced time in market. No spending is attributed to local visitors. Spending detail is provided in the Appendix. The following table summarizes the incremental increase in room nights, bed taxes, and sales taxes generated by expansion and modernization of the St. Petersburg Museum of History.

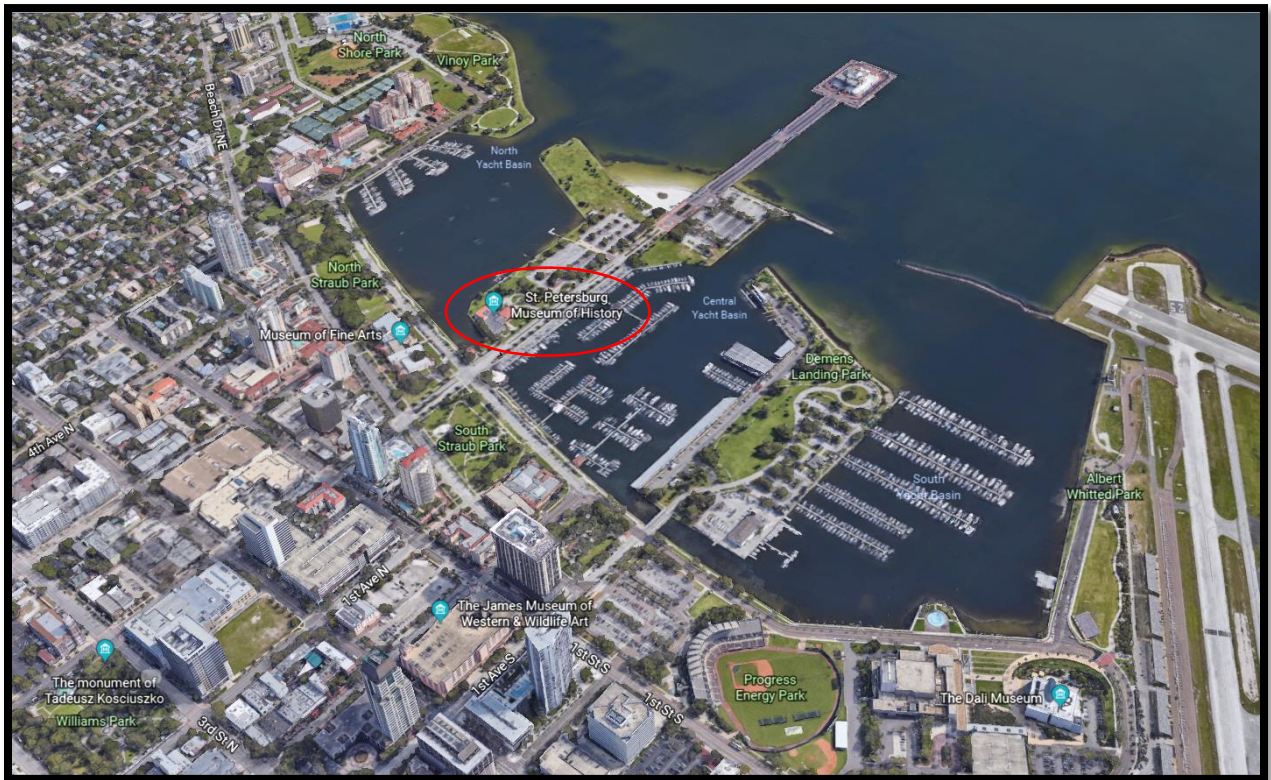
<b>St. Petersburg Museum of History Expansion</b>					
<b>Incremental Room Nights, Hotel Tax, and Sales Tax Generation</b>					
	Cumulative				
	Year 1	10 Years	20 Years	30 Years	40 Years
Museum Attendees	76,770	1,535,400	2,301,000	2,301,000	3,068,000
Room Nights	13,260	132,601	265,203	397,804	530,406
Bed Tax Collections	\$57,025	\$618,618	\$1,337,542	\$2,171,882	\$3,140,168
Sales Tax Collections	\$73,357	\$795,800	\$1,720,635	\$2,793,945	\$6,833,508

Room Nights are expressed as an annual average so no growth rate is applied. e.g., some years will be higher than others.

Assumes 1.5% growth rate for bed and sales tax collections.

## Appendices

- A. Existing Operations Impact Table
- B. Post Expansion Impacts Spreadsheet
- C. Cumulative Impacts Table
- D. About IMPLAN and Glossary of Econometric Terms
- E. Web Pages referencing St. Petersburg Museum of History
- F. Bibliography
- G. About Wynne & Associates, LLC



SPMOH-1

## Appendix A: Impacts from Existing Operations Spreadsheet

<b>St. Petersburg Museum of History</b>					
<b>Average Annual Prior and Interim 2013 -2018</b>					
	<b>Total</b>	<b>Local Attendee</b>	<b>Day Tripper Attendee</b>	<b>Overnight Attendee Staying in H/M/C/C</b>	<b>Overnight Attendee Staying with friend/relative</b>
<b>Existing Attendance</b>	9,342	3,737	934	3,737	934
Avg. Length of Stay		1	1	5	5
Avg. Attendees per Party		2	2.9	2.9	2.9
Persons Per Hotel Room				2	2
Percent Utilizing Accomodations		0%	0%	20%	10%
<b>Room Nights</b>	1,450	0	0	1,289	161
<b>Spending per Attendee per Day</b>					
Lodging			\$0.00	\$73.00	\$73.00
Food and Beverage			\$28.00	\$44.00	\$30.29
Retail			\$19.60	\$22.00	\$13.16
Ent and Sightseeing			\$11.40	\$15.00	\$5.22
Local Transportation			\$4.71	\$4.50	\$2.65
Car rental			\$1.54	\$3.00	\$2.24
Other			\$2.75	\$3.85	\$6.42
(Total daily spending per person)			\$68.00	\$165.35	\$132.98
<b>Annual Direct Spending</b>					
Lodging	\$105,825		\$0	\$94,066	\$11,758
Food and Beverage	\$218,878		\$26,158	\$164,423	\$28,298
Retail	\$112,816		\$18,311	\$82,211	\$12,294
Ent and Sightseeing	\$71,580		\$10,650	\$56,053	\$4,877
Local Transportation	\$23,692		\$4,400	\$16,816	\$2,476
Car rental	\$14,742		\$1,439	\$11,211	\$2,093
Other	\$22,954		\$2,569	\$14,387	\$5,998
<b>Total Annual Direct Spending</b>	<b>\$570,487</b>				
Annual Indirect and Induced Spending	<u>\$298,365</u>				
<b>Total Spending</b>	<b>\$868,852</b>				
<b>Bed Tax Collections (6% of Lodging Spending)</b>	<b>\$6,349</b>				
<b>Sales Tax (1% of Total Spending)</b>	<b>\$8,689</b>				

All \$2018 Dollars

**Sources:**

Visit SPC 2016 Research Data Services Annual Visitor Report

Destination Analysts Quarterly Visitor Profile Studies

\$144/night room rate

Indirect/Induced Spending Multiplier derived from IMPLAN

0.523

## Appendix B: Post Expansion Impacts Spreadsheet

St. Petersburg Museum of History									
Post Expansion Operation - Annual Economic Incremental Impacts and Tax Generation									
	Total	Local (Pinellas) Attendee	Day Tripper Attendee	Overnight Attendee Staying in H/M/C/C	Overnight Attendee Staying with friend/relative	Overnight Performer/Act staying in H/M/C/C	Overnight Performer Staying with friend/relative	Overnight Exhibitor staying in H/M/C/C	Overnight Exhibitor Staying with friend/relative
<b>Total Incremental Attendance</b>	76,770	26,569	13,240	22,623	14,086	120	120	6	6
General Admissions	30,960	8,256	5,504	10,320	6,880	-	-	-	-
Exhibitions	35,052	8,750	5,250	14,000	7,000	20	20	6	6
Special Events (Receptions, Meetings, etc.)	11,600	4,800	3,420	2,040	1,140	100	100	-	-
Education/Students	8,500	8,500	-	-	-	-	-	-	-
Existing Attendance	(9,342)	(3,737)	(934)	(3,737)	(934)	-	-	-	-
Avg. Length of Stay (museum related)		1	1	1	1	2	2	30	20
Average Party Size		2.9	2.9	2.9	2.9	2	2	1	1
Persons per Hotel Room				2	2	2	2	1	1
Percent Utilizing Accommodations		0%	0%	100%	20%	100%	20%	100%	20%
<b>Incremental Room Nights</b>	13,260	-	-	11,312	1,409	120	120	180	120
<b>Spending per Attendee per Day</b>									
Lodging			\$0.00	\$72.00	\$72.00	\$72.00	\$0.00	\$144.00	\$0.00
Food and Beverage			\$28.00	\$44.00	\$30.29	\$44.00	\$30.29	\$44.00	\$30.29
Retail			\$19.60	\$22.00	\$13.16	\$22.00	\$13.16	\$22.00	\$13.16
Ent and Sightseeing			\$11.40	\$15.00	\$5.22	\$15.00	\$5.22	\$15.00	\$5.22
Local Transportation			\$4.71	\$4.50	\$2.65	\$4.50	\$2.65	\$4.50	\$2.65
Car rental			\$1.54	\$3.00	\$2.24	\$3.00	\$2.24	\$3.00	\$2.24
Other			\$2.75	\$3.85	\$6.42	\$3.85	\$6.42	\$3.85	\$6.42
(Total daily spending per person)			\$68.00	\$164.35	\$131.98	\$164.35	\$59.98	\$236.35	\$59.98
<b>Annual Direct Spending</b>									
Lodging	\$950,410		\$0	\$814,432	\$101,418	\$8,640	\$0	\$25,920	\$0
Food and Beverage	\$1,802,150		\$370,714	\$995,417	\$426,658	\$5,280	\$3,635	\$264	\$182
Retail	\$947,007		\$259,500	\$497,709	\$185,369	\$2,640	\$1,579	\$132	\$79
Ent and Sightseeing	\$566,356		\$150,933	\$339,347	\$73,528	\$1,800	\$626	\$90	\$31
Local Transportation	\$202,392		\$62,359	\$101,804	\$37,327	\$540	\$318	\$27	\$16
Car rental	\$120,471		\$20,389	\$67,869	\$31,552	\$360	\$269	\$18	\$13
Other	\$215,233		\$36,409	\$87,099	\$90,431	\$462	\$770	\$23	\$39
<b>TOTAL Annual Direct Spending</b>	\$4,804,019								
Annual Indirect and Induced Spending	\$2,531,718								
Total Spending	\$7,335,737								
Annual Bed Tax Collections (6%)	\$57,025								
Annual Sales tax (1%)	\$73,357								

**Notes:**

Visitor spending, average hotel rates, and party size info derived from 2016 Annual Visitor Profile and 2017/18 Interim Destination Analysts' Qtrly Reports

\$144/night room rate per CVB Visitor Profiles

Indirect/Induced Spending Multiplier derived from IMPLAN

0.527



## Appendix C: Room Nights and Tax Collections Over Forty Years

### St. Petersburg Museum of History Expansion

#### Incremental Attendance, Room Nights, Hotel Tax, and Sales Tax Generation

Year	Attendees	Σ	Room Nights	Σ	Bed Tax	Σ	Sales tax	Σ
1	76,770		13,260		\$57,025		\$73,357	
2	76,770		13,260		\$58,748		\$75,575	
3	76,770		13,260		\$59,629		\$76,708	
4	76,770		13,260		\$60,524		\$77,859	
5	76,770		13,260		\$61,432		\$79,027	
6	76,770		13,260		\$62,353		\$80,212	
7	76,770		13,260		\$63,288		\$81,415	
8	76,770		13,260		\$64,238		\$82,637	
9	76,770		13,260		\$65,201		\$83,876	
10	76,770	767,700	13,260	132,600	\$66,179	\$618,618	\$85,134	\$795,800
11	76,770		13,260		\$67,172		\$86,411	
12	76,770		13,260		\$68,180		\$87,707	
13	76,770		13,260		\$69,202		\$89,023	
14	76,770		13,260		\$70,240		\$90,358	
15	76,770		13,260		\$71,294		\$91,714	
16	76,770		13,260		\$72,363		\$93,089	
17	76,770		13,260		\$73,449		\$94,486	
18	76,770		13,260		\$74,551		\$95,903	
19	76,770		13,260		\$75,669		\$97,342	
20	76,770	1,535,400	13,260	265,200	\$76,804	\$1,337,542	\$98,802	\$1,720,635
21	76,770		13,260		\$77,956		\$100,284	
22	76,770		13,260		\$79,125		\$101,788	
23	76,770		13,260		\$80,312		\$103,315	
24	76,770		13,260		\$81,517		\$104,865	
25	76,770		13,260		\$82,740		\$106,438	
26	76,770		13,260		\$83,981		\$108,034	
27	76,770		13,260		\$85,240		\$109,655	
28	76,770		13,260		\$86,519		\$111,299	
29	76,770		13,260		\$87,817		\$112,969	
30	76,770	2,301,000	13,260	397,800	\$89,134	\$2,171,882	\$114,663	\$2,793,945
31	76,770		13,260		\$90,471		\$116,383	
32	76,770		13,260		\$91,828		\$118,129	
33	76,770		13,260		\$93,206		\$119,901	
34	76,770		13,260		\$94,604		\$121,700	
35	76,770		13,260		\$96,023		\$123,525	
36	76,770		13,260		\$97,463		\$125,378	
37	76,770		13,260		\$98,925		\$127,259	
38	76,770		13,260		\$100,409		\$129,168	
39	76,770		13,260		\$101,915		\$131,105	
40	76,770	3,068,000	13,260	530,400	\$103,444	\$3,140,168	\$133,072	\$4,039,564
			530,406		\$3,140,168		\$4,039,564	

**Note:**

Room Nights are expressed as an annual average so no growth rate is applied. e.g., some years will be higher than others.  
Assumes 1.5% growth rate for bed and sales tax collections.

## Appendix D: About IMPLAN and Glossary of Econometric Terms

### IMPLAN

IMPLAN (Impact Modeling for PLANning) is an input-output econometric model. Input-output analysis (“I/O”) is a form of economic analysis based on the interdependencies between economic sectors.

I/O is commonly used to estimate the impacts of “shocks” to an economy and to analyze their resulting ripple effects. The I/O model relies on regional economic base data and an analyst’s collected information on a specific economic change (the “shock”). Input-output accounting tracks commodity flows from producers to intermediate and final consumers. The total industry purchases of commodities, services, employment compensation, value added, and imports are equal to the value of the commodities produced. Industries producing goods and services for final use and purchases for final use (final demand) drive the model. Industries producing goods and services for final demand purchase goods and services from other producers. These other producers, in turn, purchase goods and services. This buying of goods and services continues until leakages from the region stop the cycle. The resulting sets of multipliers describe the change of output for every regional (Pinellas County) industry caused by a US\$1.00 change in final demand for any given industry.

### Econometric Terms

Direct Effects - The set of expenditures applied to the predictive model (i.e., I/O multipliers) for impact analysis. It is a series (or single) of production changes or expenditures made by producers/consumers as a result of an activity or policy. These initial changes are determined by an analyst to be a result of this activity or policy. Applying these initial changes to the multipliers in an IMPLAN model will then display how the region will respond, economically to these initial changes. In this analysis, the visitor spending was input into the following categories to yield the direct effects.

Indirect Effects - The impact of local industries buying goods and services from other local industries. The cycle of spending works its way backward through the supply chain until all money leaks from the local economy, either through imports or by payments to value added. The impacts are calculated by applying Direct Effects to the Type I Multipliers.

Induced Effects = The response by an economy to an initial change (direct effect) that occurs through re-spending of income received by a component of value added. IMPLAN's default multiplier recognizes that labor income (employee compensation and proprietor income components of value added) is not a leakage to the regional economy. This money is recirculated through the household spending patterns causing further local economic activity.

Jobs - A job in IMPLAN = the annual average of monthly jobs in that industry (this is the same definition used by QCEW, BLS, and BEA nationally). Thus, 1 job lasting 12 months = 2 jobs lasting 6 months each = 3 jobs lasting 4 months each. A job can be either full-time or part-time.

Labor Income - All forms of employment income, including Employee Compensation (wages and benefits) and Proprietor Income.

Value Added - The difference between an industry's or an establishment's total output and the cost of its intermediate inputs. It equals gross output (sales or receipts and other operating income, plus inventory change) minus intermediate inputs (consumption of goods and services purchased from other industries or imported). Value added consists of compensation of employees, taxes on production and imports less subsidies (formerly indirect business taxes and nontax payments), and gross operating surplus (formerly other value added). (BEA) Gross value added is the value of output less the value of intermediate consumption; it is a measure of the contribution to GDP made by an individual producer, industry or sector; gross value added is the source from which the primary incomes of the SNA are generated and is therefore carried forward into the primary distribution of income account. (SNA)

Output - Output represents the value of industry production. In IMPLAN these are annual production estimates for the year of the data set and are in producer prices. For manufacturers this would be sales plus/minus change in inventory. For service sectors production = sales. For Retail and wholesale trade, output = gross margin and not gross sales.

Bed Tax Collections – Calculated as 6% of Lodging Spending

Sales Tax Collections – Calculated as 1% of Visitor Spending. This represents the 1% Penny for Pinellas community sales tax and does not include Pinellas' share of intergovernmental transfers of the 6% Florida sales tax.

## Appendix E: Web Pages referencing St. Petersburg Museum of History

Lonely Planet ... "As city history museums go, St Pete's is intriguingly oddball: a real 3000-year-old mummy, a two-headed calf and a life-size replica of a Benoist plane, plus exhibits on the bay's ecology and the Tampa Bay Rays, and the world's largest collection of autographed baseballs."

<https://www.lonelyplanet.com/usa/st-petersburg/attractions/st-petersburg-museum-of-history/a/point-of-interest/488646/361926> (LonelyPlanet is a large travel guide book publisher operating for more than 45 years with more than 10 million social media followers)

Historic bra featured on Travel Channel show "Mysteries at the Museum"

<https://www.travelchannel.com/shows/mysteries-at-the-museum/episodes/brassiere-brigade-flight-for-life-connecticut-haunting>

Also in the news. <https://www.tampabay.com/features/media/historic-bra-at-st-petersburg-museum-to-be-featured-on-travel-channel-show/2196857>

Roadside America noted its collection of autographed baseballs

"The museum features other items of interest -- we appreciated the Egyptian mummy, the [Criminal Brassiere](#), and a [freak two-headed calf](#). It's the autograph collection, though, that slyly lures in baseball fans, then throws a curveball to deliver 140 years of world history and culture."

<https://www.roadsideamerica.com/story/4177>

That site also has an entry on the museum's two-headed calf

<https://www.roadsideamerica.com/story/46731>

And an entry on the famous case of the Criminal Brassiere

<https://www.roadsideamerica.com/story/45467>

"Lending credence that often, good things come in small packages, the St. Petersburg Museum of History is a veritable time capsule of local lore tucked into a scenic downtown venue."

<https://www.10best.com/destinations/florida/st.-petersburg/attractions/museums/>

"This museum has such an odd assortment of exhibits that it's sure to earn a place on your favorites list. They've got a two-headed calf, a full-size replica of a Benoist plane, a 3000-year-old mummy, information on bay ecology, and of course, a Tampa Bay Rays baseball exhibit. Conveniently located next to The Pier, they've got an awesome view of the marina and downtown St. Petersburg."

<https://www.thecrazytourist.com/15-best-things-st-petersburg-fl>

"If you're a big fan of baseball, Schrader's Little Cooperstown exhibit in the St. Petersburg Museum of History is a must see." <https://www.movoto.com/blog/opinions/crazy-things-in-florida/>

"This turns out to be a jewel – quite literally since the special exhibit on view is Shipwreck, a fascinating insight into shipwrecks and the modern technology used to discover them and their treasure."

<https://theislandnow.com/opinions-100/36-hours-in-st-pete-florida/>

"One of the oldest historical museums in the state, with family-friendly displays and exhibits depicting St. Petersburg's past. It was remodeled and enlarged in 2005, with a local history exhibit that contains a Native American dugout canoe, an exact replica of the world's first scheduled commercial airliner (it flew out of St. Petersburg), and lots of other interesting exhibits." <https://moon.com/2018/01/things-to-see-in-st-petersburg-florida/>



## Appendix F: Bibliography

- Arts and Culture page*, City of St. Pete, [http://www.stpete.org/arts\\_and\\_culture/](http://www.stpete.org/arts_and_culture/).
- Economic Impact Assessment for the Museum of The American Arts and Crafts Movement (MAACM)*, Lambert Advisory; January 2, 2017.
- IMPLAN economic modeling software*, Pinellas County dataset; 2016.
- Market Assessment - St. Petersburg Pier Redevelopment Food & Beverage Service Opportunity*, Lambert Advisory; August 4, 2016.
- Museums as Economic Engines: An Economic Impact Study for the American Alliance of Museums*, Oxford Economic; December 2017.
- Museums put gold streets to shame*, St. Petersburg Times, Howard Troxler; November 16, 1998.
- Museum back in the black for now*, St. Petersburg Times, David K. Rogers, October 23, 1998.
- Presentation on Pier Approach Concept to St. Pete City Council (Workshop)*, W Architects and Wannamacher Jensen Architects; June 9, 2016.
- St. Petersburg Museum of History Website*, <http://spmoh.com/>.
- St. Petersburg Pier District - Economic and Fiscal Impact Analysis*, Lambert Advisory; May 16, 2017
- Visit St. Petersburg/Clearwater 2016 Annual Visitor Profile*, Research Data Services, Inc.; March 2017.
- Visit St. Petersburg/Clearwater Visitor Profile, Interim Findings*, Destination Analysts; Quarter 4, 2017.
- Visit St. Petersburg/Clearwater Visitor Profile, Interim Findings*, Destination Analysts; Quarter 1, 2018.
- Visit St. Petersburg/Clearwater Visitor Profile, Interim Findings*, Destination Analysts; Quarter 2, 2018.



## Appendix G: About Wynne & Associates, LLC

Wynne & Associates conducted the economic benefits analysis for the St. Petersburg Museum of History as required by the TDC Capital Funding Application. Wynne & Associates is the consultancy practice of Wm. Avera Wynne providing planning and economic analysis services. Below are some experience highlights related to this analysis. A more detailed professional vitae may be viewed at [www.wynne-llc.com](http://www.wynne-llc.com)

### Related Education

Master of Regional Planning, University of North Carolina, Chapel Hill, NC, 1986

Master's concentration was economic development. Received training in conducting economic and fiscal analyses.

Bachelor of Science in Planning, East Carolina University, Greenville, NC, 1984

### Related Experience

- Twenty years' experience in conducting economic impact studies. Experienced user of Regional Economic Model Inc.'s Policy Insight, IMPLAN, and RIMS II econometric modeling systems.
- Member of Governor Bush's True Cost Accounting Task Force that explored fiscal impacts of growth management in Florida
- Led statewide rollout of Fiscal Impact Analysis Model (FIAM) that was developed by Fishkind and Associates following Bush's Task Force
- Project Manager for the evolution of FIAM to a model designed more specifically to analyze comprehensive plans rather than specific developments. This model was called Comprehensive Fiscal Analysis Planning Tool (CFAPT). Model was used to a community's capital improvements programs relationship to the comprehensive plan.
- Project Manager on the following selected related studies with tourism components. Some are available on [wynne-llc.com](http://wynne-llc.com):

Florida Strawberry Festival (2015)

Economic Valuation of Tampa Bay (2014)

Retirees vs. Workers in Tourism, Florida TaxWatch (2014)

Energy Resiliency Strategy (2013)

Spring Training impact study (1999)

Treasure Island Redevelopment Scenarios (participant) (2015)

## **Economic Impact Analysis Consultant**

### **St. Petersburg Museum of History**

Wynne & Associates, LLC conducted the economic benefits analysis for the St. Petersburg Museum of History as required by the TDC Capital Funding Application. Wynne & Associates is the consultancy practice of Wm. Avera Wynne, III, AICP providing planning and economic analysis services. Below are some experience highlights related to this analysis. A more detailed professional vitae may be viewed at [www.wynne-llc.com](http://www.wynne-llc.com)

#### **Related Education**

Master of Regional Planning, University of North Carolina, Chapel Hill, NC, 1986

Curriculum concentration was urban planning and economic development. Received detailed training in conducting economic and fiscal analyses.

Bachelor of Science in Planning, East Carolina University, Greenville, NC, 1984

#### **Related Experience**

- Twenty years' experience in conducting economic impact studies. Experienced user of Regional Economic Model Inc.'s Policy Insight, IMPLAN, and RIMS II econometric modeling systems.
- Member of Governor Bush's True Cost Accounting Task Force that explored fiscal impacts of growth management in Florida
- Led statewide rollout of Fiscal Impact Analysis Model (FIAM) that was developed by Fishkind and Associates following Bush's Task Force
- Project Manager for the evolution of FIAM to a model designed more specifically to analyze comprehensive plans rather than specific developments. This model was called Comprehensive Fiscal Analysis Planning Tool (CFAPT). Model was used to a community's capital improvements programs relationship to the comprehensive plan.
- Related studies (with references) with tourism components:

#### Economic Analysis of Proposed Planned Development Unit Zoning in Treasure Island (2016)

Provided economic modeling and analysis input for study prepared for the City of Treasure Island, Florida by Dr. Rebecca L. Harris and Ms. Suzi Dieringer. Study analyzed the fiscal impact of land use mix and the economic impacts of rezoning on tourism.

Rebecca L. Harris, Ph.D.  
Kate Tiedemann College of Business  
University of South Florida St. Petersburg  
140 7th Ave. South; LPH 434  
St. Petersburg, FL 33701  
rharris@usfsp.edu  
727-873-4024

Florida Strawberry Festival Economic Impact Study (2015)

Co-author of economic impact study conducted by the Tampa Bay Regional Planning Council at the request of the Florida Strawberry Festival (FSF). TBRPC's approach was to assess the impacts of measurable expenditures, based on surveys designed by TBRPC and conducted by FSF Ambassadors, of the key populations involved in the festival. Expenditure data was input into the REMI Policy Insight model to determine the economic impact on the local economy.

Randy Deshazo, Director of Research  
Tampa Bay Regional Planning Council  
4000 Gateway Center Blvd; Ste. 100  
Pinellas Park, FL 33782  
randy@tbrpc.org  
(727) 570-5151 ext. 31

Economic Valuation of Tampa Bay (2014)

Project Manager and co-author of economic valuation study of Tampa Bay. Study looked at the value of the bay and more specifically, a healthy bay, on commerce, property values, and tourism. It is generally understood that the Bay is an asset for much more than just transportation. The study quantified the bay's value for its habitats, ecosystem services, recreation such as boating and fishing, power plant heat exchange, and much more.

Ed Sherwood, Executive Director  
Tampa Bay Estuary Program  
263 13th Avenue South; Suite 350  
St. Petersburg, FL 33701  
esherwood@tbep.org  
(727) 893-2765

Investing in Tourism: Analyzing the economic impact of expanding Florida tourism, Florida TaxWatch (2013)

Performed economic modeling for report authored by Dr. Parrish that analyzed the economic impact of Florida reaching the milestone of 100 million annual visitors.

Jerry D. Parrish, Ph.D., Chief Economist and Director of Research  
Florida Chamber Foundation  
136 S. Bronough Street  
Tallahassee, Florida 32301  
jparrish@flfoundation.org  
(850) 521-1283





**TAB – 3**

**Certification Capital Project is  
Shovel-Ready**

## **Certification Capital Project is Shovel Ready**

### **St. Petersburg Museum of History**

The planned expansion and remodel work will be ready to start construction upon receiving approval of this grant application by the TDC and the Pinellas Board of County Commissioners.

#### **Ownership or Control of the Real Property**

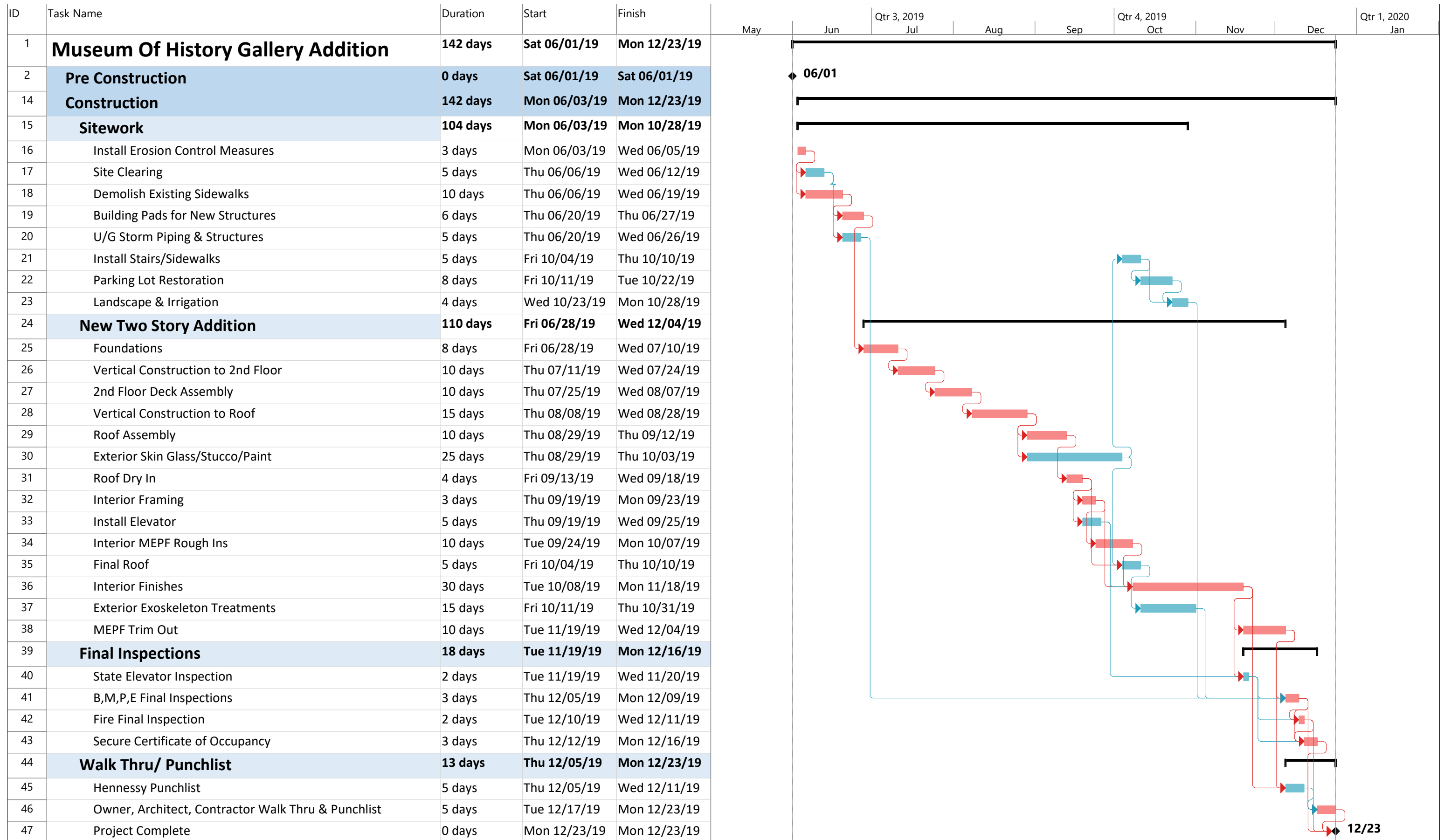
Currently has a lease through July 2022 with the City of St. Petersburg and a new 10 year lease will be executed in the net 3-4 months. The museum has been on this site for over 90 years.

#### **Plans and Design**

ARC 3 (architectural firm) and Kimley-Horn (civil engineers) have been engaged and will complete documents in time for us to obtain necessary permits to begin construction in June 2019. Southwest and south elevations, along with floorplans are attached.

#### **Construction Status**

Hennessy Construction Services will be the general contractor for the project and has estimated the completing the addition by the end of 2019 with the schedule is attached.





**TAB – 4**

**Matching Funds**



# Matching Funds

## St. Petersburg Museum of History

The museum has four distinct funding sources for the 2019 Capital Project: Private Donations, City of St. Petersburg, State of Florida and Pinellas County.

### Private Donations

We have been meeting with individuals with the capacity and recent giving history to pledge substantial amounts towards funding the project. Our goal is \$1,700,000, which represents 25% of the project costs and we have close to \$1,000,000 available as of today.

### City of St. Petersburg

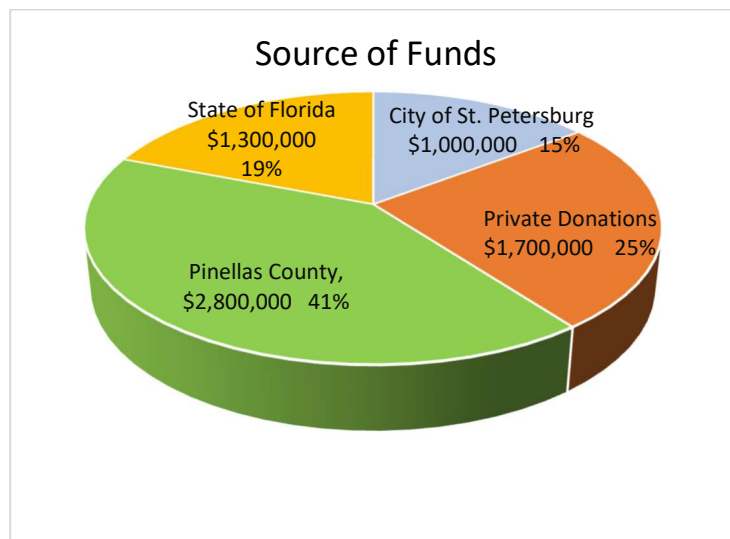
The Mayor's Administration recommended, and the City Council approved a total of \$500,000 (\$250,000 in FY18 and \$250,000 in the FY19 adopted budget). It is the City's intent to budget an additional \$250,000 in the FY20 budget that City Council will be asked to adopt in September of 2019. The final investment from the City will come in the FY21 budget when another \$250,000 is planned but is predicated on certain fund-raising goals being met by the museum. The total financial commitment from the city is \$1,000,000 and the supporting documentation is attached.

### State of Florida

The museum is working with Representative Ben Diamond to file an Appropriations Project Request for Fiscal Year 2019-2020 budget, with the amount of the request is \$1,300,000. We have met with several of members of Pinellas County House and Senate delegations and their response has been outstanding.

### Pinellas County

We are requesting \$2.8 million from Pinellas County and the over 96% of the match will be met with the funds from Private Donations and the City of St. Petersburg committed funds.





OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

RICK KRISEMAN, MAYOR

January 9, 2019

Ken Welch, Chairman  
Pinellas Tourist Development Council  
8200 Bryan Dairy Rd. Suite 200  
Largo, FL 33777

Re: St. Petersburg Museum of History Application for the Capital Projects Funding Program

Dear Chairman Welch:

On behalf of the city of St. Petersburg, I am pleased to provide strong support of the St. Petersburg Museum of History's application for the Capital Project Funding Program. The funds will be used for constructing the new addition and upgrades to the museum.

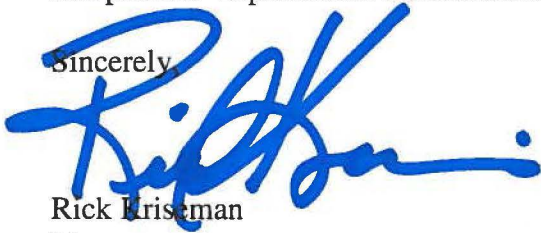
Total project costs will be approximately \$6.8 million. The museum will raise \$1.7 million, the city of St. Petersburg \$1.0 million, Pinellas County \$2.8 million. The Museum of History anticipates \$1.3 million through grants from the State of Florida.

As Pinellas County's oldest museum, the St. Petersburg Museum of History is a vital resource for both visitors who are first becoming acquainted with the Sunshine City and longstanding residents who are deepening their relationship with their hometown. The Museum has provided education, interpretation, and archival access for nearly a century, but the understanding of the community's past provided by the organization's artifacts and employees has continued to evolve. The Museum is a space that connects the stories of the aviation industry, Major League Baseball spring training, and interwar tourism to both the spaces that continue to exist in St. Petersburg and a to broader national history. It provides a cultural richness to the city and allows its patrons to experience countless stories that may otherwise be lost.

The city is committed to this project. To date, the Administration recommended, and the City Council has approved a total of \$500,000 (\$250,000 in FY2018 and \$250,000 in the FY2019 adopted budget). It is the Administration's intent to budget an additional \$250,000 in the FY2020 budget request to city Council for approval and adoption in September 2019. The final investment from the City will come in the FY2021 budget when another \$250,000 is proposed but is predicated on certain fundraising goals being met by the Museum of History.

I am pleased the Museum of History is evolving to improve the facility and enhance its services and patrons' experiences. I enthusiastically support these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Kriseman". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

Rick Kriseman  
Mayor

**rlallen8155@gmail.com**

---

**From:** Tom Greene <Tom.Greene@stpete.org>  
**Sent:** Friday, January 4, 2019 4:42 PM  
**To:** rlallen8155@gmail.com  
**Cc:** Elizabeth M. Makofske; Shrimatee H Ojah-Maharaj; Nina Mahmoudi; Darden Rice  
**Subject:** City of St Petersburg/St Pete Museum of History  
**Attachments:** SPMOH.PDF; SPMOH BFT Meeting 180920.pdf

Lee: Please find attached two documents that provide evidence of the City's commitment to the St. Petersburg Museum of History. This is probably way more information than you will need but we thought we would send the full documents instead of cutting our sections.

**Document #1 includes a total of 23 pages.**

On page 1 and 2 you will find the narrative and resolution approved by City Council to appropriate the FY18 funding for the project.

On page 3 begins the document that reconciles our FY18 and FY19 budgets. The important page is page 7 of this document and is about ¾ of the way down the page in the Marketing Department. Basically, the FY18 funding is rolled over into the city's FY19 budget.

Finally on page 15 begins the FY19 Budget Ordinance and if you go to page 21 you will see a total of \$262,000 being appropriated for the Museum. \$12,000 is the city's annual contribution to the insurance expense and the \$250,000 is the FY19 installment on the project.

**Document #2**

On page two you will see a summary of the discussion at the Budget Finance and Taxation Committee on September 20, 2018 with respect to the planned funding for the Museum.

We hope this helps. If you need any additional information please let us know.

Have a great weekend.

Tom

Tom Greene  
Assistant City Administrator  
City of St. Petersburg  
175 Fifth Street North, St. Petersburg, FL 33701  
727-893-7032  
[Tom.Greene@stpete.org](mailto:Tom.Greene@stpete.org)

Please note all emails are subject to public records law.

[Your Sunshine City](#)

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of September 20, 2018**

**To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council**

**Subject:** Approving a transfer in the amount of \$250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) to provide funding for the St. Petersburg Museum of History; and providing an effective date.

**Explanation:** The City is working with the St. Petersburg Museum of History on an agreement to participate in the funding effort for the renovations proposed by the museum. The proposed renovations include a remodeled front façade facing 2nd Ave NE and expansion to the existing Museum of History. While the expansion to the Museum will not change the existing structure, it will create new elements that will play a crucial part in the visitor experience to St. Petersburg and The St. Pete Pier™.

The two parties are discussing a multi-year agreement to provide annual funding in the amount not to exceed \$250,000 pledged per year from the city to the museum to fund the renovation project for up to four years with the last year being a matching grant. The transfer of \$250,000 from contingency will allow the city to meet the first-year funding obligation pending execution of an agreement between the city and museum. This agreement is scheduled to be discussed at the Budget, Finance and Taxation Committee meeting on September 20, 2018.

**Recommendation:** Administration recommends approval of a transfer in the amount of \$250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) and providing an effective date.

**Cost/Funding/Assessment Information:** Funds will be available after the approval of a transfer in the amount of \$250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749). After this transfer, the balance in the General Fund Contingency will be \$90,372.

**Attachments:** Resolution

**Approvals:**



**Administrative**



**Budget**



# FY18 Appropriation

NO. 2018-489

A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF \$250,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MARKETING DEPARTMENT, MARKETING ADMINISTRATION (230-1749) TO PROVIDE FUNDING FOR THE MUSEUM OF HISTORY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Museum of History ("Museum") desires to make renovations to its building which includes a remodeled front façade facing and an expansion that will create new elements that will play a crucial part in visitor experience; and

WHEREAS, the Museum has requested funding from the City of St. Petersburg ("City") for the above mentioned renovations; and

WHEREAS, an agreement for the City to provide annual funding in the amount not to exceed \$250,000 for up to four years will be discussed at the Budget, Finance and Taxation Committee meeting on September 20, 2018; and

WHEREAS, a transfer in the amount of \$250,000 from the General Fund Contingency to the Marketing Department, Marketing Administration (230-1749) will provide the necessary funding for year one if the City and the Museum are able to reach an agreement; and

WHEREAS, any agreement between the City and the Museum is subject to City Council approval; and

WHEREAS, after this transfer, the balance in the General Fund Contingency will be \$90,372.


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the previously appropriated balance of the General Fund contingency (0001), the following transfer for FY 2018:

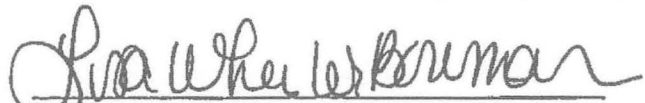
<u>General Fund Contingency (0001)</u>	(\$250,000)
Marketing Department, Marketing Administration (230-1749)	\$250,000

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 20th day of September, 2018.



  
Chan Srinivasa, City Clerk

  
Lisa Wheeler-Bowman, Chair-Councilmember  
Presiding Officer of the City Council

Unspent FY18 Rollover to FY19

**PRELIMINARY YEAR-END APPROPRIATION ADJUSTMENTS  
FY18 OPERATING BUDGET &  
CAPITAL IMPROVEMENT PROGRAM BUDGET**

This report presents recommendations for budget adjustments in various funds. Expenditure and revenue estimates are based on financial data through November 16, 2018. Budget adjustments are only required for entities that exceed previous appropriations for the entity as a whole. While some appropriations are made at the departmental level, such as the Fire Rescue Department, others are made at the administration level. For example, an appropriation would be required for the Leisure Services Administration only if the expenditures exceeded the total appropriation for all departments within the administration. The Budget Ordinance is the guiding document for these requirements.

Supplemental appropriations are supported either by revenue or by resources of the fund balance of the fund specified. Supplemental appropriations increase the total amount authorized in the fund.

**PART I: FY18 APPROPRIATION ADJUSTMENTS**

**Ordinance Section 1**

**GENERAL OPERATING FUND – Supplemental Appropriations** -- These adjustments cover expenditures which exceeded budget in FY18. In some cases, the expenses are offset by additional revenue. These adjustments in Parks and Recreation and Leisure Services are for budget authority only and need supplemental appropriations to align the budget with actual expenditures. The advance to the Airport is a new appropriation necessary to cover additional expenses and will be repaid from future earnings at the Airport. These expenditures have already been calculated in the total expenditures of \$252.017 million.

Parks and Recreation	\$801,000	A supplemental appropriation is needed due to increased costs many of which are associated with Hurricane Irma, including debris removal, debris monitoring, disposal fees, overtime, and facility repairs.
Leisure Services Administration	65,000	A supplemental appropriation is needed due to increased costs for a retirement payout.
Advance to Airport	65,000	A supplemental appropriation is needed to advance funds to the Airport because of increased expenses for runway repairs, a study to evaluate the economic impact of a runway extension feasibility study, and rental of generators needed during an electrical emergency. The outstanding loan will be modified to account for this advance.

**ENTERPRISE & SPECIAL REVENUE OPERATING FUNDS – Supplemental Appropriations**

These adjustments cover expenditures which exceeded the FY18 budget. These adjustments are for budget authority only and need supplemental appropriations to align the budget with actual expenditures. These expenditures have already been calculated in the total expenditures of the respective fund. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance in each individual fund.*

School Crossing Guard	66,000	This fund records the revenue collected from the parking ticket surcharge. A supplemental appropriation is needed to transfer the additional revenue received over the budgeted amount to the General Fund to reimburse the cost of the school crossing guard program.
Building Permit	382,000	A supplemental appropriation is needed due to increased expenses from permitting activity. This included the addition of nine full-time employees during FY18. Increased revenues in the fund will cover these additional expenses.



Sanitation	556,780
Sanitation Equipment Replacement	1,535,720
Airport	8,081
Marina	11,438
Golf Course	43,740
Jamestown	43,593
Port	385
Fleet	1,132,448
Equipment Replacement	2,945,137
Municipal Office Buildings	52,916
Technology Services	371,778
Technology & Infrastructure	393,202
Materials Management	431
Health Insurance	68,810
Life Insurance	677
Commercial Insurance	275
Workers' Compensation	4,075
Billing and Collections	85,589

**Ordinance Section 6**

**GENERAL FUND IMPACT**

The total impact to the General Fund by the adjustments in Section 6 is an increase in expense of \$4,676,630 which includes all remaining BP related expenses. \$1,213,589 of these expenses are supported by grant revenue. The estimated net impact to the General Fund is a reduction of \$3,463,041.

**SUPPLEMENTAL APPROPRIATIONS**

*All supplemental appropriations are funded with fund balance from each respective fund or from additional revenues. Some of these amounts were previously appropriated in FY18 and have legal commitments for expenditures that will occur in FY19.*

**GENERAL OPERATING FUND – FY19 Supplemental Appropriation**

City Council	66,602	A supplemental appropriation is needed to rollover funds for management consulting services that were not used in FY18.
Mayor's Office	1,498,187	A supplemental appropriation is needed to rollover funds for BP resiliency projects (1,110,921), My Brothers Sisters Keepers (247,266), agreements with vendors for educational programs (120,000), and consulting (20,000).
City Clerk	7,078	A supplemental appropriation is needed to rollover unspent funds that were budgeted in FY18 for Special Municipal Election legal advertising cost.
Marketing	450,000	A supplemental appropriation is needed to rollover funds for the Museum of History (250,000) and the Pier marketing support (200,000).
Audit Services	101,000	A supplemental appropriation is needed to roll over funds for disaster relief consulting from Hurricane Irma.
<b>Total General Government Administration</b>	<b>2,122,867</b>	<b>Total on Ordinance.</b>
Neighborhood Affairs	8,189	A supplemental appropriation is needed to roll over the unspent portion of FY18 Social Action Funding that will be utilized as a part of contingency to help residents in need.

# FY19 Appropriation

## ORDINANCE NO. 348-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE DEPENDENT SPECIAL DISTRICTS OF THE CITY OF ST. PETERSBURG FLORIDA; ADOPTING THIS APPROPRIATIONS ORDINANCE AS THE BUDGET FOR THE CITY OF ST. PETERSBURG, FLORIDA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

### THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. That for payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2019, there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

#### OPERATING FUNDS

##### GENERAL FUND

Police	111,114,486
Fire Rescue	34,672,344
Leisure Services Administration	44,797,553
Neighborhood Affairs Administration	7,537,492
General Government Administration	45,100,281
Public Works Administration	11,098,425
City Development Administration	<u>9,497,850</u>
Total – General Fund	\$263,818,431

##### GENERAL FUND RESERVE

Preservation Reserve	<u>45,000</u>
Total – General Fund Reserve	\$45,000

COMMUNITY SUPPORT ALLOCATIONS

Social Services	578,800
Pinellas Hope/Emergency Beds	100,000
Homeless Services	550,000
Westcare	150,000
Meals on Wheels	50,000
St. Vincent DePaul	148,633
Unallocated Contingency	15,000
Turning Point	125,000
TBBBIC	50,000
My Brothers/Sisters Keepers	675,000
2020	65,000
Arts	355,000
Florida Orchestra	75,000
Museum of History	262,000
STEP Program	50,000
Local Topia	35,000
Special Event Recruitment	17,000
First Night	25,000
MLK Festival	35,000
Mayor's Mini Grants	15,000
Neighborhood Matching Grants	35,000
Workforce Readiness	35,000
Summer Youth Intern Program	275,000
Keep Pinellas Beautiful	10,000
Independent Corridor and Neighborhood Commercial Funds	350,000
Main Streets	220,000
Rebates for Rehabs	200,000
Et Cultura	25,000
Carter G Woodson Museum	42,000
Economic Development	851,500
Passenger Ferry Service	450,000
Matching Grant Program	250,000
Looper	<u>20,000</u>
Total-Community Support	\$6,139,933

Subsidies:

Mahaffey Theater	450,000
Pier	645,000
Coliseum	156,000
Sunken Gardens	103,000
Tropicana Field	1,256,000
Jamestown	25,000
Port	<u>226,000</u>
Total-Subsidies	\$2,861,000



ST. PETERSBURG CITY COUNCIL  
BUDGET, FINANCE & TAXATION COMMITTEE

Report

September 20, 2018

8:30 am – City Hall – Room 100

**Present:** Chair Charles Gerdes, Vice Chair Ed Montanari, Amy Foster, Darden Rice and Gina Driscoll (alternate)

**Also:** Council Member Steve Kornell; Council Member Brandi Gabbard; Chief Assistant City Attorney, Jeannine Williams; City Administrator/Deputy Mayor, Dr. Kanika Tomalin, Assistant City Administrator, Tom Greene; Community Development Director, Chris Ballestra; Engineering and Capital Improvement Manager/City Architect, Raul Quintana; Internal Auditor, Boriana Pollard; Administrative Aide to City Council, Kewa Wright; Senior Deputy City Clerk, Cathy Davis

**A. Call to Order**

Chair Gerdes called the meeting to order at 8:30 am with the above persons present.

**B. Approval of Agenda**

CM Rice made a motion to approve the agenda. **All were in favor of the motion.**

**C. Approval of September 13, 2018 Minutes**

CM Montanari made a motion to approve the minutes. **All were in favor of the motion.**

**D. New/Deferred Business**

**D - (a) 2018 Sanitation Management Evaluation – Best & Final Offer**

Ms. Pollard addressed the committee and reported that LA Consulting, Inc. has provided their best and final offer to conduct the 2018 Sanitation Management Evaluation for a total cost of \$134,781. Mr. Greene reminded the committee of the various funds available in the FY18/19 budget for the management evaluation, which will include a supplemental appropriation of \$19k from the FY19 contingency funds to cover the total cost.

**CM Rice made a motion to approve entering into a contract with LA Consulting, Inc. for a Sanitation Management Evaluation using FY18 and FY19 funds, including a supplemental appropriation. All were in favor of the motion.**

**D - (b) Allocating \$250k from FY19 to the St. Petersburg Museum of History and a multi-year commitment**

The St. Petersburg Museum of History (SPMOH) is requesting up to \$1 million of City funds for the museum's expansion plans. Currently, \$500k has been allocated between FY18/19 (through contingency funds and a non-departmental grant), \$250k in FY20 and the remainder \$250k would be matching funds contingent upon completion of the museum's fundraising efforts. In addition, other targeted sources of funding were identified to include: private donors, Pinellas County and the State of Florida. Mr. Rui Farias, Executive Director for the SPMOH indicated that he has met with state officials and county officials, whom are very supportive of the expansion. There was some brief discussion regarding how much square footage is designated for archives/collections, the addition of a 3600 square feet Welcome Center and if a restaurant/café was being considered in the plans.

**CM Foster made a motion to approve the commitment for funding with the conditions and terms that the administration discussed.** All were in favor of the motion.

**D - (c) Funding for the expansion and renovation of the Dr. Carter G. Woodson African American Museum (with some discussion on the St. Petersburg Museum of History)**

Mr. Ballestra provided a summary of the City's investments in the Dr. Carter G. Woodson African American Museum (CGWM) and the St. Petersburg Museum of History (SPMOH). The CGWM have three capital resources of funding available totaling \$817k (i.e. City Funds, CDBG Funds and State Grants). The City has initiated a two-fold facility analysis and design concept for the modification of the CGWM based on the current funding. The first analysis provided for extra storage, restrooms and a patio. The second analysis was for a larger museum expansion (i.e. 5850 square foot addition).

According to Mr. Ballestra, a vision, concept or plan would need to be developed by the CGWM or the City to achieve these modifications. Since the City is guided by the Consultants' Competitive Negotiation Act (CCNA), the timing to complete design services may become challenging since portions of the existing funding are due to expire July of 2019. Chief Assistant Attorney Williams explained the CCNA process and the terms of when it would have to be engaged. Attorney Williams stated that if the City sought out the visioning process for the CGWM, it will trigger CCNA. On the other hand, if the CGWM pursued their own professional services for visioning, utilizing private funds, CCNA would not have to be engaged.

CM Gerdes suggested appropriating \$50k (or other amount) to allow the CGWM to engage in professional services to start the visioning process for the museum.

**CM Foster made a motion to approve staff work with the leadership of the Dr. Carter G. Woodson African American Museum to complete a visioning process utilizing funds available or come back or to the committee to request additional allocation.**

**D - (d) Retroactive remedies for the Jordan Park Audit**

Mr. Scott Anderson, CPA of Cherry Bekaert addressed the committee to explain options his company considered for an audit of Jordan Park. One of the options was an agreed upon procedures



engagement letter. This option is the most cost effective and it comes with limitations. It requires specific procedures to be designed upfront and the procedures will have to be designed without any professional judgement from the auditor. Therefore, an alternative approach was considered. Neal Beggan and Wendy Petes of Cherry Bekaert Risk Advisory Services discussed the process. Ms. Pete explained the underlining facts of why an independent review may be considered. She stated the three categories built into their risk-based approach include the following: unforeseen circumstances, known risks not appropriately managed and poorly designed checks and balances. Mr. Beggan explained how this approach would be divided into three phases of an audit, with phase one being the discovery phase. This will entail information gathering and interviews. Phase one will also determine if there is a sufficient amount information to move to the next phase and if so, determine the scope for phase two and three.

CM Montanari inquired about the timeline to complete the audit, the scope of the audit, what will the report be used for and the cost. Mr. Beggan stated that turnaround time will be about two weeks on phase one, the scope will be determined by the processes being implemented, the City will determine what to do with the report and the cost will be around \$15k - \$20k.

There was some broad discussion on the mismanagement of the HOPE VI grant, whether an audit will be valuable at this time and how can the City can be a party to enforce contractual agreements moving forward.

There was no motion to move forward with an audit.

#### **E. Adjourned at 10:36 am**

#### **F. Upcoming Meetings Agenda Tentative Issues**

##### **1. October 11**

- a. 2019 Management Evaluation (**Boriana Pollard**)
- b. Request for \$25k allocation to Alliance for Bayway Communities to conduct a Comprehensive Feasibility Study to look at the (**Steve Kornell**)
- c. Investment Oversight Committee recommended changes to the Investment Policy (**Anne Fritz**)
- d. Report on the Independent Corridor Program and related costs for funding (**Brandi Gabbard**)



## **TAB – 5**

# **Proof of Ownership or Control of Project Property**

## **Proof of Ownership or Control of Project Property**

### **St. Petersburg Museum of History**

The St. Petersburg Museum of History has been located on its present site for over 90 years. Currently, the 10 year lease with the City of St. Petersburg expires in July 2022. Per city charter, the city cannot enter into a lease on the public waterfront for longer than 10 years. City administration is preparing a new 10 year lease to be executed in late spring of 2019.

Museum Board members and city Council Members have discussed placing a referendum on the 2020 ballot to allow the Museum to enter into a 25 year lease.

A copy of the current lease is attached.





**LEASE AGREEMENT**

**CITY OF ST. PETERSBURG**

**ST. PETERSBURG HISTORICAL SOCIETY, INC.**

**2012**

**LEASE AGREEMENT**  
**St. Petersburg Museum of History**

THIS LEASE AGREEMENT ("Agreement"), made and entered into this 30<sup>th</sup> day of July, 2012 ("Effective Date") by and between the City of St. Petersburg, a municipal corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, and the St. Petersburg Historical Society, Inc., a not-for-profit corporation organized under the laws of the State of Florida, ("Lessee"), whose post office address is 335 Second Avenue Northeast, St. Petersburg, Florida 33705, collectively ("Parties")

**RECITALS**

**WHEREAS**, the City owns the property located at 335 - 2nd Avenue NE, St. Petersburg that is the site ("Site") of an approximately 15,000 square foot building that is known as the St. Petersburg Museum of History ("Premises") that is operated by the Lessee; and

**WHEREAS**, the Premises are open to the public and is dedicated to the valid public purpose of discovering, securing, preserving and interpreting data and articles relating to all matters of historical interest with emphasis on the history of the City of St. Petersburg and maintains, archives and cultivates items of a cultural interest; and

**WHEREAS**, pursuant to the December 10, 1992 Loan and Maintenance Agreement between the City and the Florida Aviation Historical Society Inc, ("Society") that is attached hereto and made a part hereof by reference as Exhibit "B", the Society is the owner of the Benoist replica aircraft, or airboat (hereinafter "Benoist") and is now and or in the future will be the owner of certain other historical property (hereinafter "Memorabilia"); and

**WHEREAS**, the City and the Lessee desire that the Lessee continue to operate the Premises as a non-profit entity for the benefit of the public.

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and the promises and covenants contained herein, the Parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein.
2. **TERM.** The term of this Agreement ("Term") shall be for ten (10) years, commencing on August 1 2012 ("Commencement Date"), and ending on July 31, 2022 ("Expiration Date").
3. **RENT.** Lessee shall pay to City the rent of One Dollar (\$1.00) per year for the Term, plus applicable taxes, payable in advance on the 1<sup>st</sup> day of the Term.

**4. INTENDED USE.** The intended use of the Premises shall be primarily an historical museum and a display for the Benoist replica airboat and memorabilia and secondarily as a related retail facility and for no other purposes ("**Intended Use**"). The Lessee may use the Premises for such other desirable and appropriate temporary uses or special occasions directly related to the Premises or its support which may provide for the use by third parties as a source for income for the Lessee subject to the restrictions set forth in this Agreement. The Lessee recognizes that the Premises are a public facility and specifically agrees that the public shall have access to the Premises during normal operating hours which shall not be less than 10:00 a.m. to 5:00 p.m. Monday through Saturday and from 1:00 p.m. to 5:00 p.m. on Sunday without the prior written consent of the City. The Lessee may close the Premises to the general public during these hours only for maintenance and exhibit changes so long as such closing does not exceed seven (7) consecutive days and so long as the public is provided with adequate notice. The Lessee may close the Premises to the general public during these hours for more than seven (7) consecutive days or for special occasions during these hours only with the prior written approval of the City. The Lessee shall continuously use the Premises for an historical museum and shall display the historical property therein.

**5. UTILITIES.** Lessee shall contract in its own name and pay all costs, including but not limited to installation, meters, connection charges, deposits, and usage for utilities, including but not limited to, electricity, water, sewer, removal and disposal of trash/garbage, reclaimed water and refuse service, telephone, internet service, cable/satellite television/communication if any, associated with its use of the Premises.

**6. FEES AND TAXES.** Lessee agrees to pay all fees and taxes, if any, levied on the Premises or its contents and deliver to the City the appropriate receipts which demonstrate payment thereof. It is understood that this shall include, but not be limited to, income tax, real and personal property tax, sales tax and storm water fees.

**7. CONDITION OF PREMISES.** The Lessee has been occupying the Premises and accepts the Premises in its current condition AS IS without reservation.

**8. LESSEE'S MAINTENANCE OBLIGATIONS.**

8.1. Systems. The Lessee shall, at its sole cost and expense, maintain in good order, repair and condition the interior of the Premises, including but not limited to, flooring, carpeting, walls, ceilings, doors, lighting fixtures, windows, glass, air filtration, humidity/moisture control, security, electrical, plumbing, heating & air conditioning, mechanical, fire suppression, and security systems (collectively "Systems") except for ordinary wear and tear that is not the Lessee's obligation hereunder to repair. The Lessee shall use all reasonable precautions to prevent waste or damage to the Premises and Systems. The Lessee shall, at its sole cost and expense, pay for roof repairs up to \$5,000 per occurrence, and shall, at its sole cost and expense, pay for HVAC repair or replacement up to \$10,000 per occurrence.

8.2. **Service Contracts.** As part of the Lessee's maintenance obligations, the Lessee shall, at its sole cost and expense, enter into and provide for the following ("**Service Contracts**"):

8.2.1. An annual HVAC maintenance contract covering all units, with a duly licensed HVAC Contractor, providing maintenance service that includes monthly filter replacements, and semi-annual cleaning of the HVAC coils.

8.2.2. An annual contract for termite and pest control, provided by a licensed wood destroying organisms inspection firm.

8.2.3. Lessee shall deliver a copy of the Service Contracts to the City prior to the anniversary date of each year of the Service Contracts to the address set forth in paragraph 53 of this Agreement.

9. **CITY'S MAINTENANCE OBLIGATIONS.** City shall only be responsible to make any repairs necessitated by reason of a structural defect in the Premises, its foundation and floor slab, the structural portion of any exterior walls, and roof and to make any repairs necessitated by the act, omission or neglect of City, or its agents, employees or contractors but excluding any repairs that are the Lessee's responsibility to maintain, or a result of the Lessee's failure to maintain and repair or result from the act, omission, or neglect of Lessee, or its agents, employees, contractors, or invitees. Notwithstanding the foregoing and if there are funds available, the City shall, at its sole cost and expense, maintain the exterior of the Premises to meet requirements of the City, county, state and federal laws and regulations applicable to the Premises; make any roof repair that exceeds \$5,000, or roof replacement if repair is not reasonably practical; and maintain the landscaping, parking areas, and walkways to meet requirements of the City, county, state and federal laws and regulations applicable to the Site. Nothing herein shall diminish Lessee's responsibility to maintain and repair the Systems.

10. **PARKING.** The Lessee shall have the exclusive use of the Parking Area as represented in Exhibit "A", attached hereto and made a part hereof by reference during its normal hours of operation.

11. **REGULATIONS.** The Lessee shall assure that the Premises are maintained and operated so as to meet all requirements of the City, county, state and federal Laws and regulations applicable to the Premises.

12. **RENEWAL OPTION/FORFEITURE.** This Agreement may be renewed or extended at the end of the Term upon mutual agreement by the Parties hereto. Either Party shall express its desire to renew by giving notice in writing to the other Party at least one hundred twenty (120) days prior to the last day of the Term of this Agreement or any extension thereof. If prior agreement on renewal or on the terms of renewal cannot be reached, this Agreement or any renewal thereof will terminate on the last day of the Term then in effect. Any renewal of this Agreement must comply with all applicable provisions of the City Charter, City Code and City policies and procedures. It is the intention of the Parties to avoid forfeiture of Lessee's right to request renewal of this Agreement under any of the options set forth in this Agreement through inadvertent failure to give notice within the time limits prescribed. Accordingly, if Lessee



should fail to give notice to City of Lessee's request to renew this Agreement, Lessee shall not be deemed to forfeit its right to such request until such time as City gives ten (10) days written notice to Lessee that Lessee's notice to request renewal of this Agreement is due, and only upon Lessee's failure to request such renewal within the 10-day notice period shall Lessee be deemed to forfeit its right to request a renewal of this Agreement.

### **13. TERMINATION.**

13.1. Notice and Cure. If, through any cause, Lessee shall materially fail to fulfill in a timely and proper manner its obligation under this Agreement, or if Lessee shall materially violate any of the covenants, agreements, or stipulations of this Agreement, City shall notify Lessee in writing of such default and the Lessee shall have thirty (30) days from receipt of the notice to cure the default, or in the case of a default that can not be cured within thirty (30) days shall commence cure within thirty (30) days of receipt of the notice and diligently pursue such action until the cure is complete. If Lessee fails to cure, the City shall thereupon have the right to terminate this Agreement by giving written notice to Lessee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

13.2. No Release. Notwithstanding the above, the Lessee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Lessee. The City may withhold any payments to the Lessee for the purpose of set-off until such time as the exact amount for damages due to the City from the Lessee is determined.

**14. TERMINATION WITHOUT CAUSE.** At any time during the Term of this Agreement, City may unilaterally terminate this Agreement by providing Lessee with a twelve (12) month written notice of such termination. In the event the City terminates this Agreement, as set forth in this paragraph, the City shall assist the Lessee in identifying potential sites for relocation.

**15. RETURN OF PREMISES ON EXPIRATION OR TERMINATION.** Lessee shall, on or before the Expiration Date of this Agreement or any renewal or extension thereof, or its earlier termination as provided herein, remove all goods and effects of Lessee, repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, ordinary wear and tear and damage by fire or unavoidable casualty excepted. Any property not removed within twenty-four (24) hours after the Expiration Date of this Agreement or its earlier termination as provided herein shall be deemed to have been abandoned by Lessee, and may be retained or disposed of by City, as City shall desire.

**16. PROHIBITED USE.** The Premises shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, nor shall any occupation or other use be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Premises or which will increase the City's cost for insurance.



## 17. HAZARDOUS MATERIALS DEFINED.

17.1. Definitions. For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

17.1.1. "**Environment**" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

17.1.2. "**Environmental Condition**" shall mean any condition of the environment with respect to the Premises that results from Lessee's possession, use, occupation, construction and/or improvement to or operation of Lessee's business on the Premises.

17.1.3. "**Environmental Law**" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("**RCRA**"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as "**CERCLA**" or "**Superfund**", the amendments are known as "**SARA**"); the HSWA amendments to RCRA regulating Underground Storage Tanks ("**UST's**"), 42 U.S.C. Sections 6991-6991(I), as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended ("**Clean Air Act**"); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended ("**Clean Water Act**"); the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("**TSCA**"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended ("**HMTA**"); the Occupational Safety and Health Act, as amended ("**OSHA**"), 29 U.S.C. Section 655 and Section 657, the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes; the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, and Chapters 376 and 403, Florida Statutes; and any other present or future federal, state, or local law, regulation, rule or ordinance implementing or otherwise dealing with the subject matter of the preceding federal and state statutes, together, in each case, with any amendment thereto,.

17.1.4. "**Hazardous Material**" shall mean without limitation (i) those substances included within the definitions of "**Hazardous Substances**", "**Hazardous Materials**", "**Toxic Substance**", or "**Solid Waste**" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by-products, residuals and petroleum degradation by-products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any environmental law.

- 17.1.5. **"Release"** shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- 17.2. **Lessee Obligation.** Lessee shall not use, store, generate, transport, dispose, nor cause the release or discharge any Hazardous Substances in or upon the Premises, including but not limited to discharge into any ditch, stream, conduit, storm sewer or sanitary sewer connected thereto or located thereon or knowingly permit any subtenants or other persons or entities occupying the Premises to engage in such activities in or upon the Premises. However, the foregoing provision shall not prohibit the use, storage, maintenance, transportation to and from or handling within the Premises of substances customarily used in the operation of the Premises or subtenants' business, provided: (i) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (ii) such substances shall not be released or discharged in or upon the Premises in violation of Environmental Laws and the National Fire Protection Association ("NFPA") Code and local fire codes as they may be amended from time to time, and (iii) for purposes of removal and disposal of any such substances, Lessee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.
- 17.3. **City Notification.** Lessee shall promptly notify City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Substances in or upon the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Substances in or upon the Premises, and (iii) any matters where City is required by Environmental Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Substances in or upon the Premises.
- 17.4. **Clean up and Remediation.** If any Hazardous Substances are released, discharged, or disposed of by Lessee or any other occupant of the Premises in violation of Environmental Laws, Lessee shall immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Substances from the Premises and any other affected property. Such cleanup and removal shall be at the Lessee's sole expense.
- 17.5. **Lessee Indemnity.** Lessee shall defend, pay on behalf of, indemnify and hold harmless City, its officers, directors, agents, or employees from and against all claims, damages, expenses (including reasonable attorneys' fees), liabilities and all other obligations including, without limitation, third party claims for personal injury or real or personal property damage (collectively, "**Environmental Claims**") arising from or connected with the violation of any Environmental Laws by Lessee or other occupants of the Premises

except to the extent any of the foregoing Environmental Claims are attributable to the violation of Environmental Laws by City, its officers, directors, agents or employees.

17.6. City Access. Lessee shall allow authorized representatives of the City or state and federal environmental personnel, at a reasonable time, access to the Premises for the following purposes:

17.6.1. Reviewing and copying of any records that must be kept under any environmental permit.

17.6.2. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

17.6.3. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

17.7. Termination by City. The City may terminate this Agreement immediately and without notice for any violation of paragraph 17 of this Agreement.

18. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

19. **REPLACEMENT FACILITY.** The City is under no obligation to locate or provide a replacement facility under any circumstances including, but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, or termination of this Agreement.

20. **IMPROVEMENTS TO PREMISES.** Lessee shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without, in each case, first obtaining the written administrative consent of the City, prior to submission of any plans or applications for regulatory approvals or permits. All improvements made to the Premises by either party shall immediately become the property of the City and shall remain during the Term of this Agreement and upon expiration or termination thereof.

21. **DAMAGE TO THE PREMISES.** If the Premises incur damage from fire, flood or other cause so that the Premises are untenable, at the sole discretion of the City, then either party may terminate this Agreement without further liability other than those liabilities existing at termination. Notwithstanding any thing to the contrary, the City shall not be obligated under any circumstances to make any repairs to the Premises. The City reserves the absolute right to not spend any funds or insurance proceeds to repair or restore the Premises as a result of any cause.

22. **RIGHT OF ENTRY.** The City shall have the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the Premises as the City may reasonably desire and to post a notice that the Premises are for rent at any and all times, up to three (3) months prior to the expiration of the Term or any renewal or extension thereof.

### 23. INDEMNIFICATION AND DISCLAIMERS.

23.1. Lessee Indemnification. The Lessee shall defend at its expense, pay on behalf of, hold harmless and indemnify City, its officers, employees, agents, invitees, 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 (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "**Claims**") for damage to property or bodily or personal injuries, including death at any time resulting there from, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

23.2. Ownership, Occupancy or Use. The ownership, occupancy or use of the Premises by City or Lessee.

23.3. Performance of this Agreement. The performance of this Agreement (including future changes and amendments thereto) by Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Lessee's duty to maintain and warn of dangerous conditions set forth in this Agreement;

23.4. Compliance and Conformity. The failure of Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 ("**ADA**") and any current or future amendments thereto; or

23.5. Negligent, Reckless or Intentional Act or Omission. Any negligent, reckless or intentional act or omission of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.

23.6. Insurance Obligations. The provisions of this paragraph are independent of, and shall not be limited by, any insurance obligations in this Agreement, 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.

23.7. Lessee's Personal Property. Lessee shall store its personal property inside the Premises and shall occupy the Premises at its own risk.

23.8. Lessee's Business or Property Damage. City shall not be responsible or liable at any time for any damage the Property or to Lessee's business regardless of the cause, unless such damage is due to City's negligence or wrongful act.

23.9. Acts or Omissions of Third Parties. City shall not be responsible or liable to Lessee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

23.10. Property Defects. City shall not be responsible or liable for any defect in the Property nor shall it be responsible or liable for any damage to any person or to any property of Lessee or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements, the failure of any public utility in supplying utilities to the Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Property by any other person or by or from the acts of negligence of any occupant of the Premises.

23.11. Notice. Lessee shall give prompt notice to City in case of fire or accidents or other casualties on or about the Premises.

23.12. Purchase of Insurance Coverage. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Lessee from the requirements of this Section.

## 24. INSURANCE.

24.1. Lessee Responsibility. The Lessee, as of the Commencement Date, shall, from that time until the Expiration Date or earlier termination of this Agreement provide for and maintain at Lessee's sole cost and expense, the following insurance:

24.2. Commercial General Liability. Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises in an amount of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 for injuries to any one person, and \$1,000,000 for damages to property. Commercial General Liability limits may be adjusted from time to time, at the discretion of the City to reflect the then current, generally acceptable policy limits.

24.3. Worker Compensation. Worker Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

24.4. Personal Property. Lessee shall be responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the Premises.



- 24.5. Liquor Liability. In the event Lessee serves or allows alcoholic beverages at any Lessee sponsored event, Lessee shall provide for Liquor Liability Insurance coverage of not less than \$1,000,000 not less than fourteen (14) days prior to the sponsored event. Under no circumstances may Lessee utilize the City's liquor license.
- 24.6. City as Additional Insured. All of the insurance required under this Agreement, shall be effected under enforceable policies issued by insurers licensed to do business in the State of Florida and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent. All policies except Worker's Compensation policies, shall name the City as additional insured, be in occurrence form, provide contractual liability covering the liability assumed in this Agreement and shall not exclude any activity that would normally be associated with use of the Premises without the prior written consent of the City which may be withheld by the City at its sole discretion. All policies shall provide that they shall not be subject to cancellation or material change, which affect City, except upon at least thirty (30) days prior written notice to City at the address set forth below.
- 24.7. Lessee Insurance Reporting Requirement. Lessee shall provide City duly executed certificates of all insurance required by this Agreement, any endorsements, enhancements and exclusions, together with satisfactory evidence of the payment of the premiums thereon prior to the Commencement Date and Lessee shall maintain current certificates of insurance on file with City at all times during the Term or any Renewal Term, then in effect. Not less than thirty (30) days prior to expiration of the term of such policies, a certificate showing the renewal coverage shall be delivered to City. The Lessee shall provide copies of any of the required policies to the City on demand.
- 24.8. Failure of Lessee to Provide Insurance. In the event Lessee fails to furnish certificates showing policies paid in full as provided in this Agreement, the City may, after written notice to Lessee and failure of Lessee to provide the certificate within ten (10) days of such notice, terminate this Agreement.
- 24.9. City Obligation. The Premises are included in the City's General Property Insurance Program, in an amount based upon a Statement of Value provided by City's valuation service provider. City shall furnish Lessee, a copy of the Statement of Value annually and City shall provide an invoice to Lessee for the prorated amount of the cost of the City's insurance that would pertain to the Premises. Lessee shall remit a payment to the City based on the aforesaid invoice not more than thirty (30) days after receipt of same. Notwithstanding the foregoing, the City reserves the absolute right to not spend any funds or insurance proceeds to repair or restore the Premises as a result of any cause.

## 25. LIENS.

- 25.1. No Liens. Lessee shall never, under any circumstances, have the power to subject the Premises to any mechanic's or materialman's lien or other lien of any kind.

25.2. Landlord's Lien. The City shall have a lien against all goods, equipment, furniture and other personal property of Lessee kept on the Premises at any time during the Term, in the aggregate amount of all payments, damages and the sums that may at any time be owed by the Lessee to the City under this Agreement. The City, in the event of any default by the Lessee, may foreclose the lien. In that event, the Lessee shall be obligated for all court costs and reasonable attorney(s) fee(s).

**26. PAYMENT AND PERFORMANCE BOND.** Prior to any event that might provide for a potential materialman's lien, Lessee shall require its general contractor to secure a payment and performance bond which shall name the City as the obligee/owner in accordance with Section 255.05, or Chapter 713, Florida Statutes, as applicable, or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, repairs or any part thereof, or for the destruction or removal of any building or structure, shall at any time be or become entitled to any lien on or against the Premises, or other City-owned property. .

**27. WAIVER.** The exercise by the City of any right or remedy to collect monies owed the City or enforce its rights under this Agreement shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this Agreement or by statute or law. The failure of the City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Agreement, or to exercise any remedy, privilege or option conferred by this Agreement on or reserved to the City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. The receipt by the City of any payment required under this Agreement, or any other payment or part of payment required to be made by the Lessee, shall not act to waive any other additional payment then due. Nor shall receipt, though with the knowledge of the breach of any covenant or condition of this Agreement, operate as or be deemed to be a waiver of this breach, and no waiver by the City of any of the provisions of this Agreement or any of the City's rights, remedies, privileges, or options under this Agreement shall be deemed to have been made, unless made by the City in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

**28. ASSIGNMENT AND SUBLEASE.**

28.1. Consent Required. Lessee may not delegate performance , assign, nor sublease this Agreement or any of its rights under this Agreement without the prior written consent of the St. Petersburg City Council ("**City Council**") which shall be granted or withheld in the City Council's sole discretion. Any such purported assignment shall be null and void and shall constitute a material default of this Agreement and cause for immediate termination. Any purported involuntary assignment of this Agreement or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of the Lessee or controlling interest in the Lessee, or court order effectuating

such assignment or any other method, shall be null and void and shall constitute a material default of this Agreement and cause for immediate termination, unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.

28.2. Assumption and Release. Upon a permitted assignment under paragraph 28 of this Agreement, the assignee shall assume all rights and obligations of the Lessee under this Agreement. Any assignee of the Lessee shall deliver to City an assumption agreement in a form reasonably satisfactory to City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Agreement, upon a permitted assignment of this Agreement, the assigning Lessee's liability under this Agreement shall not terminate.

28.3. Sublease. Lessee shall not have the right to sublease or otherwise dispose of the Premises or this Agreement or any part thereof, or of its right, title or interest therein or its power to execute this Agreement or any amendment or modification thereto, to any person, company or corporation, without City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. Any purported sublease or other disposition which is not authorized by the City Council shall be void and shall be deemed a material default of this Agreement and cause for immediate termination.

29. **NON-APPROPRIATION.** The obligation of the City to fund any expenditures or repairs required by 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 of any expenditures that are due 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.

30. **SEVERABILITY.** Should any section or any part of any section 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 section or any part of any section in this Agreement.

31. **COMPLIANCE WITH REGULATIONS.** The Lessee will obtain, at its own expense, all required and necessary licenses and permits and comply with all laws and regulations of the United States of America, the State of Florida, County of Pinellas, and the City of St. Petersburg, Florida, as may pertain to its use of the Premises.

32. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St.

Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

**33. RELATIONSHIP BETWEEN PARTIES.** The relationship between the Parties is that of Landlord and Tenant.

**34. NON-DISCRIMINATION.** The Lessee shall not discriminate against anyone in the use of said Premises because of race, color, religion, sex, age, national origin, familial status, or handicap in the use of the Premises.

**35. HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

**36. ENTIRE AGREEMENT.** This Agreement, including attachments hereto, if any, constitutes the entire agreement between the City and Lessee. No change will be valid, unless made by supplemental written agreement, executed and approved by the principal Parties.

**37. RECORDING.** This Agreement shall not be recorded in the public records by either Party.

**38. CITY APPROVAL AND ACTION.**

38.1. City Approval. For the purposes of this Agreement, any required written consent, permission, approval or agreement ("**Approval**") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such Approval shall be in addition to any and all regulatory approvals for permits and/or other licenses required by law or this Agreement.

38.2. City Action. For the 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 designee, unless otherwise set forth herein.

**39. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the City and reviewed by the Lessee and it's professional advisors. The City, Lessee and Lessee's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Lessee or against the City or Lessee merely because of their efforts in preparing it.

**40. DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party(ies) that (a) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party(ies) on whose behalf they are executing.

**41. CITY AS A MUNICIPAL CORPORATION.** Nothing contained herein shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation.

**42. AMERICANS WITH DISABILITIES ACT OF 1990.** Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto, including, but not limited to Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions.

**43. BENOIST DISPLAY.** Pursuant to the December 10, 1992 Loan and Maintenance Agreement, the Society loaned the Benoist and the Memorabilia associated with the history of commercial aviation to the City for display on the Premises provided by the City. The Lessee shall cooperate with the City or the Society concerning the display (including changes to and cleaning and maintenance) of the Benoist and Memorabilia. The Lessee shall allow such changes, cleaning or maintenance at reasonable times. If any disagreement, conflict or dispute arises between the Lessee and the Society concerning the Benoist display, the Mayor shall be the sole arbiter thereof and determine a resolution of that dispute and the Lessee agrees to abide by the Mayor's resolution thereof. Lessee shall not move or relocate the Benoist or Memorabilia without the prior written consent of the City, which consent shall be in the City's sole discretion. The Lessee shall use all reasonable efforts to maintain the Premises in such a way as to minimize any possible deterioration and maintenance needs of the Benoist and Memorabilia.

**44. BENOIST AND MEMORABILIA.** If during the term of this Agreement the City becomes the owner of the Benoist and Memorabilia, the City may keep the Benoist and Memorabilia displayed at the Premises until expiration of the Term, or, relocate the Benoist and Memorabilia without the approval of the Lessee.

**45. RIGHT TO RESTRICT ACCESS.** The City reserves the right to remodel, alter or expand the Pier or Pier Approach at any time or to use, close, suspend or restrict access to the Pier and Pier Approach (2nd Avenue Northeast, lying east of Bay Shore Drive) for Pier or Pier Approach construction or for special events or occasions, including but not limited to, races, parades, festivals or concerts. The Lessee understands that the exercise of these rights may restrict or deny access to the Premises and/or parking and Lessee shall not hold the City responsible for any financial loss as a result of the restricted access nor shall Lessee take any actions to prevent the City's exercise of these rights. The City shall provide Lessee with written notice of its intent to exercise its rights under this paragraph. Failure to provide such notice shall not effect the City's rights under this paragraph.

**46. CITY FUNCTIONS.** The City may use the Site outside the Premises for special events or functions at any time as long as such use does not materially interfere with the operation of the Premises and upon reasonable written notice to the Lessee. The City may use the interior of the Premises (museum and display area) for City sponsored special events or functions with the



consent of the Lessee which consent may not be unreasonably withheld. The City shall reimburse the Lessee for any reasonable actual costs directly associated with such use (reasonable actual costs shall not include rent, admission or parking fees or other fees or costs which are not necessary for such use). The City will not charge rent or admission for these events or functions and will not, without the consent of the Lessee, use the Premises during normal working hours or when other events or functions have been scheduled by the Lessee.

**47. LESSEE AS NOT-FOR-PROFIT.** The Lessee shall annually provide the City with documentation sufficient to prove the Lessee has complied with all the legal requirements to remain duly and legally organized to operate within the State of Florida as a not-for-profit corporation. Should the Lessee at any time fail to qualify as a not-for-profit entity, said failure shall constitute a material default of this Agreement.

**48. EXTERIOR SIGNS.** Lessee shall obtain the written approval of the City prior to installing any permanent exterior signs or advertising material. The type, color, architectural style, size and location of the permanent exterior signs or advertising material must all be approved by the City and conform to all applicable laws, ordinances and governmental regulations. Temporary signs shall not require approval of the City except as required by City laws and ordinances.

**49. EX OFFICIO BOARD MEMBER.** The Mayor of the City of St. Petersburg may, from time to time, appoint one (1) ex officio member to the Lessee's Board of Directors.

**50. CURRENT OFFICERS.** Lessee shall provide the City, in writing, with the name, title, address and telephone number of all of the organization's officers within thirty (30) calendar days of their election or appointment to office. Should any officers reside at more than one residence, both addresses and telephone numbers shall be supplied to City. Failure to do so shall be grounds for termination.

**51. GRANTS.** The Lessee must receive the consent of the City in writing prior to any application being submitted for any grant or similar funding intended to fund improvements to the Premises, such consent shall be at the sole discretion of the City. The City shall cooperate and assist Lessee as reasonably appropriate in the application for local, state, federal and foundation grants or similar funds that would benefit Lessee or related matters provided such grant would not encumber the City property.

**52. TIME PERIODS.** Time is of the essence in this Agreement. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5:00 p.m. local time.

**53. NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested, or otherwise actually delivered, to:

**CITY**

City of St. Petersburg  
Real Estate & Property Management  
USPS:  
Post Office Box 2842  
St. Petersburg, Florida 33731-2842  
Courier  
1 - 4<sup>th</sup> Street North – 9<sup>th</sup> Floor  
St. Petersburg, Florida 33701

**LESSEE**

St. Petersburg Historical Society  
c/o St. Petersburg Museum of History  
335 – 2<sup>nd</sup> Avenue NE  
St. Petersburg, Florida 33701

**SIGNATURE PAGES FOLLOW THIS PAGE**

**(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)**

IN WITNESS WHEREOF, the Lessee has caused this document to be executed by its duly authorized representatives on the date first written above.

WITNESSES

Sign: [Signature]  
Print: ROBERT L ALLEN

Sign: [Signature]  
Print: ROBIN L. REED

ST. PETERSBURG HISTORICAL SOCIETY, INC.

By: [Signature]  
Joel A. Cohen, Executive Director

ATTEST

By: [Signature]  
Joseph H. Griner III, Vice President

STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July 2012, by Joel A. Cohen and Joseph H. Griner III, as Executive Director and Vice President, respectively, of St. Petersburg Historical Society, Inc. a not-for-profit Florida corporation, on behalf of the corporation. He/she is personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

[Signature]

Notary Signature

11/15/2012

Commission Expires



IN WITNESS WHEREOF, the City has caused this document to be executed by its duly authorized representatives on the date first written above.

WITNESSES

Sign: [Signature]  
Print: ELLEN PATRICK DOBELL

Sign: [Signature]  
Print: Helen Rhymes

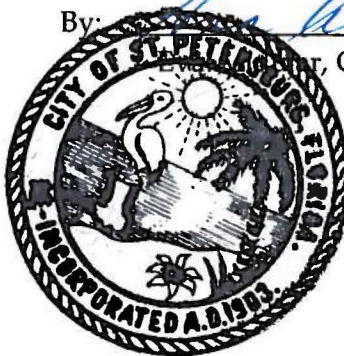
REVIEWED BY:  
[Signature]  
Bruce Grimes, Director  
Real Estate & Property Management

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]  
David W. ("Bill") Foster, as its Mayor

ATTEST

By: [Signature]  
City Clerk



STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July 2012 by David W. ("Bill") Foster and Eva Andujar, as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida  
[Signature]  
Notary Signature



Commission Expires

APPROVED AS TO CONTENT:  
[Signature]  
City Attorney (Designee)  
By: RICHARD B. BADGLEY  
Assistant City Attorney  
Legal: 00154662.doc V. 20

APPROVED AS TO FORM:  
[Signature]  
City Attorney (Designee)  
By: RICHARD B. BADGLEY  
Assistant City Attorney



EXHIBIT "A"

Exclusive Parking Area



335 2<sup>nd</sup> Avenue North East, St. Petersburg, Florida



**EXHIBIT "B"**  
**FOLLOWS THIS PAGE**

EXHIBIT "B"

LOAN AND MAINTENANCE AGREEMENT

THIS LOAN AND MAINTENANCE AGREEMENT (hereinafter "Agreement") is made and entered into this 10<sup>TH</sup> day of DECEMBER, 1992, by and between the City of St. Petersburg, a municipal corporation of the State of Florida, (hereinafter "City") and the Florida Aviation Historical Society, Inc., a non-profit corporation organized under the laws of the State of Florida, (hereinafter "Society").

WHEREAS, the Society is the owner of the Benoist replica aircraft, or airboat, (hereinafter "Benoist") and is now and or in the future will be the owner of certain other historical property (hereinafter "Memorabilia"); and

WHEREAS, the Society and the City wish to display the Benoist and Memorabilia in conjunction with the Museum on the Pier approach; and

WHEREAS, the City owns the land generally located on the north side of the Pier approach on Second Avenue North East, east of 335 Second Avenue N.E., (hereinafter "Real Property"); and

WHEREAS, the City has constructed a building and made certain other improvements to the Real Property (hereinafter collectively referred to as the "Property") in which to display and exhibit the Benoist and Memorabilia based on the commitments of the Society in the Memorandum of Understanding dated June 21, 1989 (hereinafter "Memorandum"); and

WHEREAS, the Society has committed in the Memorandum to

EXHIBIT "B" continued

undertake a fundraising campaign to provide sufficient funds to fulfill the obligations described in this Agreement; and

WHEREAS, the Society wishes to participate in this cultural and educational exhibit and to make available to the public information concerning the beginnings of commercial aviation and other information associated with the history of aviation.

NOW THEREFORE, in consideration of the premises, these agreements and other good and valuable considerations it is hereby agreed to by and between the City and the Society as follows:

1. The foregoing recitals are true and correct and are by this reference incorporated herein.
2. Previous Agreement: The City and Society recognize and ratify the Memorandum of Understanding dated June 21, 1989, which contemplates that based upon the commitment of the Society to loan the Benoist and Memorabilia to the City, the City has constructed the building to house the Benoist and Memorabilia. Such construction plans were reviewed and approved by the Society and the City has relied on the Society's commitments to loan the Benoist and Memorabilia to the City in constructing the building. If there is any conflict between this Agreement and the Memorandum of Understanding, then the provisions of this Agreement shall be controlling.
3. Permanent Loan: The Society agrees to permanently loan the Benoist to the City for display on the Property. The parties may terminate this permanent loan by subsequent

EXHIBIT "B" continued

mutual written agreement at any time unless sooner terminated by other provisions of this Agreement.

4. Memorabilia Display:

A. The Society shall loan Memorabilia to the City to exhibit in conjunction with the display of the Benoist and once such Memorabilia is placed on display, the Society will not remove such Memorabilia without the prior written consent of the City which may be withheld for reasonable good cause. This paragraph shall not prohibit the Society from changing the display so long as the Society gives the City ten (10) days written notice of such changes which notice shall specifically describe any and all items which the Society proposes to add or remove from the Property. This paragraph shall not limit the ability of the Society to loan Memorabilia to other recognized museums and accept on loan displays from other persons or entities. Such displays as are loaned to the Society for display in the Property may be removed upon ten (10) days written notice to the City.

B. The Memorabilia shall be related to the history or beginning of commercial aviation. The Society will cooperate with the City's lessee in determining what Memorabilia is desirable and appropriate for the display, it being hereby recognized that the lessee has expertise in operating a museum and that the lessee is seeking accreditation of the museum.

EXHIBIT "B" continued

C. The City shall display the Benoist and such portion of the Memorabilia as it determines to be appropriate in the Property after receiving the recommendations of the Lessee and the Society. However, if the City does not own the Benoist or Memorabilia and if for any reason the City fails or is unable to display the Benoist or any of the Memorabilia for more than 365 consecutive days, then the Benoist and Memorabilia shall be returned to the Society within a reasonable time, unless such failure or inability is due to causes beyond the reasonable control of the City or is due to renovation or construction on the Property.

5. Property Maintenance: The City shall maintain the Property and may provide for the maintenance of the Property in a lease agreement with the St. Petersburg Historical Society or future lessee of the Property. The City will require the Lessee to use reasonable efforts to maintain the Property in such a way as to minimize any possible deterioration and maintenance needs of the Benoist. The Society has reviewed the lease agreement and agrees that the lease agreement provides sufficiently for the maintenance and care of the Property.
6. Maintenance and Cleaning: The Society will keep the Benoist and Memorabilia clean and well maintained at all times and will be responsible for performing all cleaning of and all maintenance on the Benoist and Memorabilia.



EXHIBIT "B" continued

Such cleaning and maintenance shall be performed on a regular basis, but only at reasonable times and only with the prior consent of the City or its lessee of the Property, which consent will not be unreasonably withheld, it being understood that the City's lessee is generally responsible for the Property. To insure regular cleaning and maintenance of the Benoist and Memorabilia and to provide for a continuous supply of Memorabilia to exhibit, the Society shall undertake a fundraising campaign to provide sufficient funds to fulfill the obligations described in this Agreement.

7. Building Construction: The Society has participated in reviewing the plans for the construction of the building on the Property which has been constructed to display the Benoist and Memorabilia and agrees that the building will minimize possible deterioration to and the maintenance needs of the Benoist and Memorabilia.
8. Personal Property: The Society understands that all tangible or intangible personal property on the Property other than that loaned by the Society, including but not limited to the building, landscaping, furniture and equipment, is owned by the City or by the lessee of the Property.
9. Termination:
  - A. The City may terminate this Agreement at will and without penalty upon the giving of ninety (90) days

EXHIBIT "B" continued

written notice to the Society and upon termination shall return the Benoist and Memorabilia to the Society. The City may also terminate any portion of the display or of any Memorabilia. In that event, such Memorabilia or portion thereof shall be returned to the Society.

B. The City may also terminate this Agreement for material breach thereof which shall only exist if the Society fails to perform the cleaning and maintenance provisions of this Agreement or if the Society fails to comply with paragraphs four and six of this Agreement. If this Agreement is terminated for material breach as set forth in this paragraph, the Society hereby agrees to unconditionally donate the Benoist and Memorabilia to the City. The City shall notify the Society in writing of such breach and the Society shall have ten (10) days in which to cure the breach or, if the breach involves maintenance which cannot reasonably be completed within 10 days, then such maintenance must be completed within 90 days or any reasonable extensions thereof. This clause shall survive any termination of the Agreement.

C. The Society shall have no right to terminate this Agreement except for material breach thereof by the City and only after having provided the City written notice of the alleged material breach. The City shall have the right to cure such breach within the 90 days or any reasonable extensions thereof.

EXHIBIT "B" continued

D. If the Society no longer exists and this Agreement calls for the return of the Benoist or Memorabilia to the Society, then the Benoist and Memorabilia shall be donated to a museum of the City's choice. The City shall make a reasonable effort to donate the Memorabilia or Benoist to a museum which is a non-profit IRS Sec. 501 (c)(3) qualified organization.

10. Corporate Status: The Society will, at all times, remain an active corporation in good standing in the State of Florida. If the Society fails to continuously remain an active corporation in the State of Florida then the Benoist and Memorabilia which is owned by the Society shall become the property of the City unless the City has previously donated it to a museum.
11. Dispute Resolution: If any disagreement, conflict or dispute arises between the Society and the lessee of the Property concerning the Benoist or Memorabilia, then the City Manager shall be the sole arbiter thereof and shall determine a resolution of that conflict or dispute and the Society agrees to abide by the City's resolution thereof.
12. Notice: Notice shall be given, by hand or U.S. Mail, return receipt requested to the City at the City Manager's Office, 175 5th Street North, St. Petersburg, FL 33701 and to the Society at P.O. Box 127, Indian Rocks Beach, Florida 34635.

EXHIBIT "B" continued

13. Waiver: No delay or omission in the exercise of any right or remedy of the City on any default by the Society shall impair such right or remedy or be construed as a waiver.
14. Interpretation: This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, it being agreed that both parties have mutually and equally participated in the negotiation and preparation of this Agreement.
15. Severability: Should any section or any part of any section 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 section or any part of any section in the Agreement.
16. Headings: The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.
17. No Third Party Beneficiaries: No person other than the City and Society and their successors and assigns, shall have any rights whatsoever under this Agreement.
18. Right to Restrict Access: City reserves the right to remodel, alter or expand the Pier or Pier Approach at any

EXHIBIT "B" continued

time or to use, close or restrict access to the Pier and Pier Approach (2nd Avenue Northeast east of Beach Drive) for special events or occasions including but not limited to races, parades, festivals or concerts. The Society understands that the exercise of these rights may restrict or deny access to the Property and the Society shall not hold the City responsible for any loss of business as a result of the restricted access nor shall the Society take any actions to prevent the City's exercise of these rights.

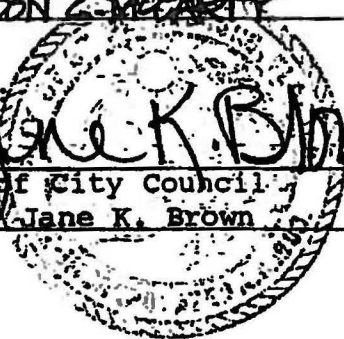
IN WITNESS WHEREOF the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

sign *Steven Kurcan*  
Print STEVEN KURCAN  
sign *Don G. McCarthy*  
print DON G. MCCARTHY

FLORIDA AVIATION HISTORICAL  
SOCIETY, INC.  
*Edward C. Hoffman*  
By Its: President  
Print Edward C. Hoffman  
Address: P.O. Box 127  
Indian Rocks Beach, Florida 34635

ATTEST:  
*Jane K. Brown*  
Clerk of City Council  
Print Jane K. Brown



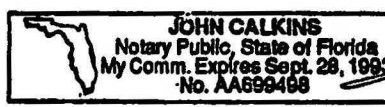
CITY OF ST. PETERSBURG, FLORIDA  
*Norman W. Hickey*  
By Its: City Manager  
Print Norman W. Hickey  
Address: 175 5th Street North  
St. Petersburg, FL 33701



EXHIBIT "B" continued

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 24th day of November, 1992, by Edward C. Hoffman, as President of the Florida Aviation Historical Society, Inc., a not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced a Florida Driver's License as identification and who did not take an oath.

Notary Public  
My Commission Expires:  
 sign *John Calkins*  
print John Calkins

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 11th day of December 1992, by Norman W. Hickey and Jane K. Brown, City Manager and Clerk of Council of the City of St. Petersburg, a municipal corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.


Notary Public  
My Commission Expires:  
 sign *Eva Andujar*  
print Eva Andujar

EXHIBIT "B" continued

No. 92-1047A

A RESOLUTION APPROVING A LOAN AND MAINTENANCE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AND MAINTENANCE AGREEMENT; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City is the owner of the real property located at 335 Second Avenue Northeast; and

WHEREAS, the City has renovated the building on the above referenced premises and constructed an addition thereto to house the Benoist replica aircraft; and

WHEREAS, the Florida Aviation Historical Society, Inc. ("Society") is the owner of the Benoist replica aircraft and certain other historical property; and

WHEREAS, the Society is a voluntary not-for-profit corporation which is open to the public and is dedicated to a valid public purpose; and

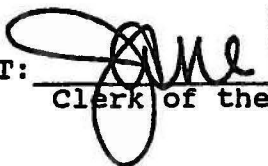
WHEREAS, the City and the Society have negotiated a Loan and Maintenance Agreement for the Benoist and other property.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, the City Council approves the Loan and Maintenance Agreement attached hereto as Exhibit "A" and authorizes the City Manager is authorized to execute the Loan and Maintenance Agreement.


This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 10th day of December, 1992.

ATTEST:

  
Clerk of the City Council



  
\_\_\_\_\_  
Mayor-Councilmember  
Officer of the City Council



**TAB – 6**

**Certification – Funding Agreement  
Reviewed**

**Certification - Funding Agreement Reviewed**  
**St. Petersburg Museum of History**

Rui Farias, Executive Director, has reviewed, understands and agrees to the terms, conditions and provisions of the Funding Agreement as set out in Attachment B – the Capital Project Funding Agreement.



**TAB – 7**

**Florida Division of Corporations  
Document**





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
ST. PETERSBURG HISTORICAL SOCIETY, INC.

### Filing Information

<b>Document Number</b>	N51130
<b>FEI/EIN Number</b>	59-0809627
<b>Date Filed</b>	10/05/1992
<b>Effective Date</b>	12/29/1920
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/28/2010

### Principal Address

335 2ND AVE. NORTHEAST  
ST PETERSBURG, FL 33701

Changed: 04/27/2011

### Mailing Address

335 2ND AVE. NORTHEAST  
ST PETERSBURG, FL 33701

Changed: 04/19/2012

### Registered Agent Name & Address

ALLEN, ROBERT L  
335 2ND AVENUE NE  
SAINT PETERSBURG, FL 33701

Name Changed: 04/27/2011

Address Changed: 04/27/2011

### Officer/Director Detail

#### **Name & Address**

Title T

ALLEN, ROBERT L  
335 2ND AVENUE NE  
SAINT PETERSBURG, FL 33701

**Title Director**

GRINER, JOE  
335 2nd Ave NE  
SAINT PETERBURG, FL

**Title Director**

FARIAS, RUI GD  
335 2ND AVENUE NE  
SAINT PETERBURG, FL 33701

**Title Secretary**

Halstead, Ryan  
335 2nd Ave NE  
St. Petersburg, FL 33701

**Title President**

Mormino, Donna Lynne  
335 2nd Ave NE  
St. Petersburg, FL 33701

**Title VP**

Ramsburger, Katie  
335 2nd Ave NE  
St. Petersburg, FL 33701

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	02/24/2017
2017	08/17/2017
2018	05/07/2018

**Document Images**

<a href="#">05/07/2018 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/17/2017 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2017 – ANNUAL REPORT</a>	<a href="#">View Image In PDF format</a>
<a href="#">03/17/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2014 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2013 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2011 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/28/2010 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/08/2009 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/29/2008 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2007 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



**TAB – 8**

**Mission Statement**

## **Q12 – Mission Statement**

### **St. Petersburg Museum of History**

The mission of the St. Petersburg Historical Society and the Museum of History is to collect, preserve and present the history of St. Petersburg, Pinellas County and the State of Florida.



**TAB – 9**

**Capital Project Proposal**



## **Q13 – Capital Project Proposal**

### **St. Petersburg Museum of History**

Nearly a century ago local civic leaders agreed to give the St. Petersburg Historical Society a hurricane-flooded former aquarium building, and Pinellas County's oldest museum was born.

As it was 98 years ago, today's Historical Society Trustees see an opportunity to provide Pinellas residents and the out-of-state guests who visit our county annually a cultural experience like no other.

Our innovative vision is an 8,000 square foot expansion and renovation to the existing St. Petersburg Museum of History.

From three separate auditorium/meeting spaces to a modern, secure exhibit space designed to hold local, national and international treasures, the expansion and revitalization of the current museum structure will play a crucial role in the visitor experience to Pinellas and become a cultural and historical tourism anchor for the entire county.

#### **New Expansion Structure – Ground Level**

A 3,600-square foot addition adjacent to the Flight One Gallery serves as a Pinellas County-wide Visitor Center, Museum Gift Shop, Conference Area and new Museum entrance.

#### **Pinellas County Visitor Center & Gift Shop**

- The Museum provides a central location where millions of visitors to downtown St. Petersburg can collect information on what the rest of Pinellas County has to offer.
- Digital and printed kiosk information will highlight other cultural venues such as historic Tarpon Springs, Dunedin, or Heritage Village, as well as hotels and restaurants.
- Interactive activities engage visitors with live county-wide attractions, such as art and mural demonstrations, sponge divers from Tarpon Springs, Clearwater Marine Aquarium exhibits, films and speakers.
- The Visitor Center will also serve as the starting point for activities such as Walking, Bicycle, Segway and Trolley tours.
- A retail wonderland will present everything Pinellas - from photographic prints of iconic images from the Museum's archives, to shirts and collectibles, to original art.

#### **Meeting Room**

- A conference styled meeting room will be shared by the Museum of History with the community.

## **New Expansion Structure – Second Level**

### **The Museum's Main Gallery**

- A 4,000 square foot second floor addition above the Visitor Center will house blockbuster international exhibits such as items curated from Lincoln Castle in Lincolnshire, England.
- Permanent home of the interactive state-of-the-art exhibit showcasing St. Petersburg and Pinellas County's history and how it relates to, and parallels, the history of Florida and the Nation.
- The exhibit not only excites and inspires visitors about our unique history, but will be designed with Pinellas County Schools to adhere to Florida education standards for Florida & U.S. History.
- The Museum's archives are the repository of St. Petersburg and Pinellas County historic photographs, postcards, maps, guides, family documents, and 3-D artifacts. The second-floor addition will assist in keeping the artifacts on display in a safer environment.

### **Rooftop Event Space**

- A 3,500 square foot rooftop addition above the Main Gallery overlooking the Vinoy and St. Pete Pier District. Provides a unique outdoor auditorium/meeting space for 250+ seated persons.

## **Existing Structure Renovation**

### **Flight One Gallery**

- The home of the Benoist airboat and story of the 1914 flight of the World's First Airline.
- Renovation of floors, lighting, walls and audio/video to create a 200+ person seated auditorium/meeting space.

### **Current Main Gallery Conversion**

- Original main gallery space of the Museum of History that currently hosts traveling exhibits.
- Renovation of floors, walls, lighting and audio/video to create a state-of-the art exhibit space that can double as a 200+ person seated auditorium/meeting space

### **Lobby Area Conversion**

- Current entrance, lobby and gift shop area.
- Renovation of floors, walls, and lighting to create additional community exhibit space dedicated to various county-wide historical societies.

This expansion and renovation is designed to showcase and celebrate Pinellas County's and St. Petersburg's rich history and provide a highly visible and engaging centerpiece for the county's emerging presence as the arts and culture tourist destination for visitors from around the world. Symbolically and practically, this project will link the county's colorful and sometimes quirky past with its dynamic and expansive future. It is, simultaneously, an investment in education, the preservation of our shared history, and our collective economic and cultural growth.





**SOUTHWEST | VIEW**

MUSEUM OF HISTORY GALLERY ADDITION

PRELIMINARY DESIGN  
PROPOSAL SHEET

**A**

**ARC3**  
architecture





**SOUTH ELEVATION | VIEW**

MUSEUM OF HISTORY GALLERY ADDITION

PRELIMINARY DESIGN  
PROPOSAL SHEET



**ARC3**  
architecture







## Conceptual Design

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with 110.8.4.4 and F.S. Ch. 633

## MUSEUM OF HISTORY GALLERY ADDITION

PROJECT TITLE

Project Location:  
 332 2nd Ave. N.E.  
 St. Petersburg, FL 33701

### REVISIONS

No.	Date	Revision

Drawn By:  
 Checked By:

# 02



Existing Museum	
Existing First Floor	15318
Existing Second Floor	2570
Existing Second Floor	17898
Museum Addition	
First Floor	1782
Visitor Glt	527
Conference	360
Storage	120
Restroom (add'l-TSD)	780
Restroom (peno)	1364
Circulation	4153
Second Floor	
Gallery (net)	3604
Circulation	1229
Total (gross)	4833
Addition Total	
New Museum	19471
New First Floor	7403
New Second Floor	26874

**PLAN | SECOND FLOOR**  
 SCALE: 1/16" = 1'-0"





## **TAB – 10**

# **Florida Statutes and Pinellas County Code Requirements**

## **Q14 - Florida Statutes and Pinellas County Code Requirements**

### **St. Petersburg Museum of History**

The Museum of History's project meets the requirements of Florida Statute 25.0104 (5) as:

- 1) the museum is operated by a not-for profit organization and open to the public
- 2) is located within the county (Pinellas) which levied the tax
- 3) the funds will be used to construct, enlarge, remodel and repair our museum.

Our project meets the requirements of Pinellas County Code 118-32 d. as:

- 1) having more than 100% matching funds from other sources
- 2) funds to be used to construct, enlarge, remodel and repair our museum
- 3) the museum is operated by a not-for profit organization and open to the public
- 4) our facility is not eligible for funding from Category E in the code section
- 5) Museum is located in Pinellas County
- 6) Marketing Plan and Economic impact study demonstrated ability to attract tourists from outside Pinellas County



## **TAB – 11**

### **Attraction and Value**



## Q15 – Attraction and Value

### St. Petersburg Museum of History

**Description of the appeal or attraction of the proposed Project/Tourism facility, and its proven or potential ability to generate a significant return on investment of Bed Taxes. Describe unique attributes of the facility and its value in promoting Pinellas County as a Tourist destination for visitors from the State of Florida, and nationally, or internationally.**

The SPMOH will draw visitors from four major categories: regular, traveling exhibitions, education and special events and rentals. The Museum will benefit from its location at the gateway to the approach of the new St. Pete Pier. The Pier is estimated to draw 1.7 million visitors a year. Additionally, the Museum is part of downtown St. Petersburg's vibrant and growing arts and cultural scene. There are five major museums and over a dozen galleries within a 15-minute walk of SPMOH. Quality arts and cultural offerings are a vital component to tourist development. Recent visitor research conducted for Visit St. Petersburg/Clearwater by Destination Analysts reports that a significant percentage of several traveler segments visit museums when in the area.

#### Visitor Segments that Visit Museums During Stay

	Q4 2017	Q1 2018	Q2 2018
Arts & Cultural Visitor	76.5	80.5	89
Affluent Visitor	30.7	22.5	27
Millenials	29.6	16	42.7
Generation X	18	17	20
Boomers	95.59	92	85

Source: Destination Analysts' Visitor Profile Studies

The museum is located at the entrance of the new Pier District and forty-percent (appx 180 spaces) of Pier parking will be in the north lot, adjacent to the museum. Also, the Pier Marketplace is located just outside the front door. Due to its location, pedestrians and bicyclists traveling the approach will flow past the museum entrance, and its planned Pinellas Visitors Center. The museum will be accessible by transit options including Looper Trolley, PTSA bus service and the Pier District tram, which will have a stop just steps from the museum entrance. Future marine ferry service and historic vessels such as the LYNX will dock adjacent to the museum.

SPMOH already enjoys favorable reviews in the travel media and the expansion will only enhance the museum's stature as a tourist attraction. The combination of an expanded and modernized museum and the draw of the new St. Pete Pier is expected to drive museum attendance significantly. The diagram at right from the Pier Master Plan depicts the Museum's outstanding location along The St. Pete Pier approach.

In addition to having the capacity to host blockbuster exhibits, the expanded and modernized St.



Petersburg Museum of History has unique attributes to attract tourist to Pinellas County. Below is a description of some of the museum’s collections

Flight One Gallery - SPMOH’s signature exhibit traces the story of commercial aviation from its inception in St. Petersburg on January 1, 1914. The Flight One gallery proudly features a full-size working replica of the Benoist Airboat, which propelled Tony Jannus and the St. Petersburg-Tampa Airboat Line into commercial aviation history.

Schrader's Little Cooperstown - History as told through the world's largest collection of baseballs! Stories of “Shoeless” Joe Jackson, Joe DiMaggio, Jackie Robinson, and thousands more.

“Piering” into the Past - View an extensive photo collection from the Museum’s Archives that traces St. Petersburg piers from railroad tracks through raging winds to the present day.

Sunshine City Gallery - Stroll through the history of St. Petersburg – from pioneers and trains to World War II and world-famous Webb’s City.

Life, Death & the After - Visit St. Petersburg’s oldest resident – an authentic 3,000 year old Egyptian mummy, as well as a replica of King Tut’s Tomb.

Local Art. Local Stories - Experience the story of St. Petersburg and Pinellas County through the eyes of local artists. This exhibit rotates frequently.

Miscellaneous Oddities – The museum houses several unique items that have been featured in the travel media such as the criminal brassiere and the two-headed calf.

The museum is projected to provide significant return on the County’s capital funding investment. The following table provides the estimated bed tax and sales tax collections over 40 years.

**St. Petersburg Museum of History Expansion  
Incremental Room Nights, Hotel Tax, and Sales Tax Generation**

	Cumulative				
	Year 1	10 Years	20 Years	30 Years	40 Years
Museum Attendees	76,770	1,535,400	2,301,000	2,301,000	3,068,000
Room Nights	13,260	132,601	265,203	397,804	530,406
Bed Tax Collections	\$57,025	\$618,618	\$1,337,542	\$2,171,882	\$3,140,168
Sales Tax Collections	\$73,357	\$795,800	\$1,720,635	\$2,793,945	\$6,833,508

Room Nights are expressed as an annual average so no growth rate is applied. e.g., some years will be higher than others.

Assumes 1.5% growth rate for bed and sales tax collections.



**TAB – 12**

**Marketing Plan**

## Q16 - Marketing

### St. Petersburg Museum of History

**Discuss the proposed Marketing and/or Sponsorship benefits plan to be provided by Applicant promoting Pinellas County as a Tourist destination jointly with VSPC, including projections related to how the project will attract overnight visitors during both tourist season and “off season” periods. Identify your targeted markets, and detail what marketing funds, in addition to the promotion benefits provided to the VSPC, that Applicant will commit to out-of-market advertising.**

As a contributing asset to the downtown St. Petersburg arts and cultural offerings, the Museum of History is complimentary to VSPC’s mission of marketing Pinellas County as a tourist destination. SPMOH is a year-round attraction with no “off season.” The museum’s target market, including out-of-market, will mirror the VSPC target market(s). SPMOH will develop a strong working relationship with VSPC staff.

Until recent years, the St. Petersburg Museum of History had not actively marketed itself. With the expansion and modernization of the museum, marketing efforts will increase exponentially.

SPMOH’s marketing plan, including preparation for blockbuster exhibits in 2020, is still under development but will include the following elements:

- Integrated Welcome and Visitors Center
- Cooperative Advertising and Marketing with Visit St. Pete/Clearwater (VSPC)
- Promotion of Special Exhibitions
- Media relationships with national television (History, Travel and Discovery Channels)
- Media relationships with national baseball television affiliates
- Media relationships with national print (dailies and travel publications)
- Internet Marketing and Social Media Strategies
- Rack Cards, Tourist Maps and Coupons

Visitors Center – The SPMOH expansion will include a staffed visitors center for tourists attracted to downtown St. Petersburg and the new St. Pete Pier District. The projected 1.7 million annual Pier visitors will seek activities while in Pinellas County and plan future visits. The center will be staffed by museum guest relations staff. The opportunity for VSPC staff to utilize the center will be provided, especially during peak season and major downtown events. [Valuation of commitment: \$100,000]

Cooperative Advertising and Marketing with Visit St. Pete/Clearwater – The expanded and modernized SPMOH will host blockbuster exhibitions that can be used in VSPC out-of-market marketing campaigns. This will be especially effective when the museum hosts exhibitions with limited “stops” like Czars and the Titanic exhibitions of the 1990s. The museum will work with VSPC to ensure that current branding themes are incorporated into all phases of the museum’s marketing.

The museum can provide brochures and other collateral (tickets, discount coupons) for VSPC staff to use at trade shows and advance conventions booths.



It is difficult to place a value on the enhanced marketing impressions that the museum will bring through travel magazines, newspapers, and internet coverage. But unique, blockbuster events will generate considerable excitement and have separate marketing dependent upon the magnitude of the exhibition. Marketing dollars expended by the museum will vary by the magnitude of its exhibits. [Valuation of commitment: Cash 50,000, In-kind \$50,000, Impressions \$100,000]

Promotion of Special Exhibitions – Special blockbuster exhibitions will generate considerable coverage by travel media and enhance the cooperative advertising and Internet marketing and social media strategies discussed above and below. [Valuation of commitment: \$50,000 on average dependent on exhibit]

Internet Marketing and Social Media Strategies - Based on Visitor profile data by Destination Analysts, approximately one-third of visitors utilize internet review sites like Yelp and Trip Advisor when planning their visit. One-fourth use on-line travel agencies like Expedia and Travelocity. Ten percent or more learn about a destination through social media. Internet advertising and social media participation is important and becoming more important. The museum will utilize digital marketing via Google Ads, Facebook Ads, Groupon, and the like. SPMOH enjoys positive buzz on Internet travel sites such as lonelyplanet.com, roadsideamerica.com, and moon.com to name a few. SPMOH web pages will be optimized for search engine optimization (SEO). The museum estimates an average per day internet advertising spend rate of \$50/day. [Valuation of commitment: \$18,250]

Rack Cards, Tourist Maps and Coupons – The museum will participate in traditional printed collateral marketing such as rack cards, sightseeing maps, and discount coupons. Additionally, the museum will seek partners for multi-venue ticket books which are popular in the market and cross promote other county and regional attractions. [Valuation of commitment: \$15,000].

Applicant’s combined valuation of the Marketing and/or Sponsorship benefits to be provided is \$383,250 annually.

The St. Petersburg Museum of History projects that the expansion and modernization, accompanied by enhanced marketing efforts described above, and proximity to the new St. Pete Pier will result in an annual incremental increase of more than 75,000 museum attendees and more than 13,000 incremental overnight stays.

<b>St. Petersburg Museum of History Projected Post Expansion Attendance</b>						
	<b>Total</b>	<b>Local Attendee</b>	<b>Day Tripper Attendee</b>	<b>Overnight Attendee Staying in H/M/C/C</b>	<b>Overnight Attendee Staying with friend/relative</b>	<b>Other</b>
General Admissions	30,960	8,256	5,504	10,320	6,880	
Exhibitions	35,052	8,750	5,250	14,000	7,000	52
Special Events	11,600	4,800	3,420	2,040	1,140	200
Education/Students	8,500	8,500				
Less Existing Attendance	(9,342)	(3,737)	(934)	(3,737)	(934)	
<b>Total Incremental Attendance</b>	<b>76,770</b>	<b>26,569</b>	<b>13,240</b>	<b>22,623</b>	<b>14,086</b>	<b>252</b>



**TAB – 13**

**Feasibility Study**

## **Q17 - Feasibility Study**

### **St. Petersburg Museum of History**

The St. Petersburg Museum of History (SPMOH) has operated continuously in the same location since its inception in 1922. The current redevelopment of the St. Pete Pier and the City's concentration of arts and cultural facilities in the downtown area and related activities makes the expansion and modernization of SPMOH warranted and necessary. No feasibility studies were conducted; however, the recent success of recent other museums and galleries constructed or expanded in downtown point to continued success of the museum and its expansion.

One recent feasibility study conducted on behalf of the Museum of the American Arts and Crafts Movement (MAACM) concluded that the MAACM would be successful in part because of its downtown St. Petersburg location and the critical mass of related museum and gallery offerings nearby.

Today's museums must be exciting and interactive to attract and maintain the attention of students. SPMOH has a partnership with Pinellas County schools to provide an environment for Florida history education.

The expansion will allow SPMOH to host occasional blockbuster exhibitions like *Czars* and *Titanic* held in the former Florida International Museum and increase attendance accordingly.

The rooftop venue will not only attract private events attended by local residents and visitors, but provide additional source of revenue to assist in the operation of the museum.



**TAB – 14**

**Capital Project Budget**



**Section D - Capital Project Budget**  
**St. Petersburg Museum of History**

<b>Project Segment</b>	<b>Provider / Location</b>	<b>Budget</b>	<b>%</b>
<b><u>Soft Costs</u></b>			
Architects / Mechanical / Structural	Arc 3 / Griner Engineering St. Petersburg, FL	\$225,000	
Civil Engineers	Kimley-Horn Tampa / St. Petersburg FL	50,000	
Landscape and Other	Booth Design Group St. Petersburg, FL	20,000	
	<b>Total Soft Costs</b>	<b>300,000</b>	<b>4.4%</b>
<b><u>Permanent Exhibit</u></b>			
Design, Build and Install Displays	Creative Arts Display Design Firm Clearwater, FL	1,300,000	
Additional Electronic Media	TBD	100,000	
	<b>Total Permanent Exhibit</b>	<b>1,400,000</b>	<b>20.6%</b>
<b><u>2 Story Expansion **</u></b>			
Approximately 8000 sf addition	Hennessy Construction Services St. Petersburg, FL	<b>4,450,000</b>	<b>65.4%</b>
<b><u>Existing Facility Improvements **</u></b>			
Remodel Current Structure	Hennessy Construction Services	<b>650,000</b>	<b>9.6%</b>
<b>Total Capital Project Total</b>		<b>\$6,800,000</b>	<b>100%</b>

**\*\* Please see separate Schedule of Values for 2 Story Expansion and Existing Facility Improvements**

**St. Petersburg Museum of History**  
Schedule of Values - Two Story Addition  
January 2019

CSI DIV	CSI DESCRIPTION	SCOPE OF WORK	BUILDING
01	General Conditions	General Conditions: Staffing, Temporary Facilities, Dumpsters & Cleaning, Static Costs	\$302,800
02	Site Construction	Building Demo	20,000
		Earthwork	150,400
		Site Paving	107,400
		Site Furnishings	Owner
		Landscape & Irrigation	45,700
03	Concrete	Concrete	657,500
04	Masonry	Masonry	261,400
05	Metals	Structural Steel	155,200
		Misc. Steel	3,000
		Rails & Stairs	193,800
06	Wood & Plastics	Blocking	5,500
		Interior Trim	27,200
		Casework	25,000
07	Thermal & Moisture	Waterproofing & Caulking	44,600
		Membrane Roofing	86,800
08	Doors & Windows	Doors & Frames	32,200
		Flood Panels	13,100
		Windows & Storefront	445,100
09	Finishes	Stucco	155,700
		Drywall	99,300
		Acoustical Ceilings	28,300
		Resilient Flooring, Tile & Carpet	71,500
		Painting	49,000
10	Specialties	Toilet Accessories & Fire Extinguishers	7,800
		Building Signage	Owner
11	Equipment	Appliances	Owner
12	Furnishings	Furniture	Owner
13	Specialties	East, South, & West 2nd Floor Decorative Screening With Backlight Allowance	206,900
14	Conveyance	Elevators	110,700
15	Mechanical	Plumbing	78,900
		Fire Protection	41,700
		HVAC	232,900
16	Electrical	Electrical & Fire Alarm	252,700
17	Markups	Tax, Insurances, Bonds, Contingency & GC Fee	471,300
		Owner Supplied Items	66,800
<b>Two Story Project Total</b>			<b>\$4,450,200</b>



**St. Petersburg Museum of History**  
**Existing Facility Improvements**  
**Schedule of Value**  
 January 2019

LOCATION	BUDGET
Flight Gallery	\$146,800
Current Lobby	45,800
Current Main Gallery	111,700
Art Gallery West Gallery	14,300
Mummy Gallery	10,100
Conference Room	16,600
Existing Offices	7,800
Reconfigure WIFI Throughout	25,800
North Entrance Exterior	30,800
Exterior	73,100
Kitchen	14,300
Loading Dock Interior Modifications	3,500
North Office Entry Reverse Sloping And Cleanup Of Area	3,200
Clean Up Mechanical Yard	2,100
Fire Sprinkler Entire Building	82,500
Hops & Props Area Renovation Allowance	30,800
Contingency	30,800
<b>Existing Facility Project Total</b>	<b>\$650,000</b>



**TAB – 15**

**Conflict of Interest Avoidance**



**Section E – Conflict of Interest Avoidance**  
**St. Petersburg Museum of History**

<u>Name</u>	<u>Organization or Board</u>
R. Lee Allen	Forward Pinellas Citizens Advisory Committee
Ryan Halsted	Pinellas County Schools- Administrator St. Pete High
Michael Funsch	Pinellas County Economic Development Council