



**AGENDA REPORT  
May 22, 2018**

**Approval of a Grant Agreement with the East Coast Zoological Society of Florida, Inc., d/b/a Brevard Zoo**



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**SUBJECT:**

Approval of a Grant Agreement with the East Coast Zoological Society of Florida, Inc., d/b/a Brevard Zoo (Brevard Zoo or Zoo) to finance the design and construction of capital projects at the Zoo and fund these projects from 25% of the net revenues from the 3rd cent of the Tourist Development Tax receipts.

**FISCAL IMPACT:**

On October 10, 2017 the Board approved Ordinance 2017-24 that effectively amended the Tourist Development Budget Plan (the "Budget Plan") to provide twenty-five percent (25%) of the third cent to be used to finance the design and construction of capital projects at the Zoo. The Grant Agreement reflects this amendment. Based on the County's Financial Statement for FY 2016-2017, the net revenues from 25% of the 3rd cent of Tourist Development Tax was \$664,700.

**DEPT/OFFICE:**

County Manager

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve a Grant Agreement with the East Coast Zoological Society of Florida, Inc., d/b/a Brevard Zoo (Brevard Zoo), to provide 25% of the net revenue from the 3rd cent of the County's Tourist Development Tax receipts to finance the design and construction of capital projects at the Brevard Zoo; as approved by the Tourist Development Council at their April 25, 2018 meeting. Delegate the Chair to sign the Grant Agreement and authorize the County Manager or designee, to

approve all necessary Budget Change requests to implement this request.

**SUMMARY EXPLANATION and BACKGROUND:**

On April 25, 2018, the Brevard Zoo presented the following Capital Improvement Plan to the Tourist Development Council (TDC):

<u>Project Name</u>	<u>Estimated Dollars</u>		
	<u>Total Project Cost</u>	<u>TDT Funding</u>	<u>Completion Date</u>
Bal on Café/Africa/Lodge/Paws On	\$6,335,878	\$2,000,000	Cost Previously Funded
Rainforest Rising	4,200,000	2,000,000	2019 Capital Campaign
Underway			
Front Bathrooms	244,468	244,468	2019 Design Complete
Parking Improvements	500,000	500,000	2019 Estimate
Lions	1,500,000	1,500,000	2021 Estimate
Wild Florida Planning	<u>1,200,000</u>	<u>1,200,000</u>	2023 12% of project budget
Total	\$13,980,346	\$7,444,468	

The TDC approved the Brevard Zoo's Plan and recommended submittal to the Board of County Commissioners to support a bond or conduit loan, allocating 25% of the net revenues from the 3rd cent of the County's Tourist Development Tax receipts to the Brevard Zoo's Capital Improvement Plan.

**ATTACHMENTS:**

**Description**

- **Zoo Grant Agreement**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 23, 2018

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item II.D.6., Grant Agreement with the East Coast Zoological Society of Florida, Inc.  
d/b/a Brevard Zoo

The Board of County Commissioners, in regular session on May 22, 2018, executed and approved the Grant Agreement with the East Coast Zoological Society of Florida, Inc., d/b/a Brevard Zoo (Brevard Zoo), to provide 25 percent of the net revenue from the 3<sup>rd</sup> cent of the County's Tourist Development Tax receipts to finance the design and construction of capital project at the Brevard Zoo, as approved by the Tourist Development Council at its April 25, 2018, meeting; and authorized you to approve all necessary budget change requests. Enclosed is the executed Agreement for your action.

**Upon execution by the East Coast Zoological Society of Florida, Inc., please return the fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

**GRANT AGREEMENT BETWEEN  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE EAST  
COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.**

**TITLE: EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC., d/b/a  
BREVARD ZOO, GRANT #G-ILA-1447-293150-2018-01**

This Grant Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC., d/b/a the BREVARD ZOO, hereinafter referred to as "GRANTEE." GRANTEE is a Florida not-for-profit corporation with its principal place of business in Brevard County, Florida.

**WITNESSETH:**

WHEREAS, pursuant to the Local Option Tourist Development Act, the COUNTY has by resolution and ordinance, Ordinance No. 86-25, and subsequent amendments thereto, levied and imposed tourist development taxes throughout Brevard County, Florida; established the Brevard County Tourist Development Council, hereinafter referred to as the "BREVARD COUNTY TDC;" and implemented a tourist development plan for the use of funds derived from such taxes as set forth in Sections 102-116 through 102-125, Brevard County Code of Ordinances; and

WHEREAS, pursuant to Section 125.0104(5)(b), Florida Statutes, the COUNTY is authorized to use tourist development tax revenues to fund a zoological park owned and operated by a not-for-profit organization and open to the public; and

WHEREAS, on October 10, 2017, the COUNTY adopted Ordinance No. 2017-24 that effectively amended the Tourist Development Budget Plan, hereinafter referred to as the "Budget Plan," to provide twenty-five percent (25%) of the net revenue of the third cent of the tourist development tax to be used to finance the design and construction of capital projects at the Brevard Zoo, attached hereto as **Exhibit A**; and

WHEREAS, on April 25, 2018, the BREVARD COUNTY TDC approved the Brevard Zoo Capital Improvement Plan and made a recommendation for the COUNTY to support bond and/or conduit loan funding committing GRANTEE's current, approved allocation of 25% of the third cent of the tourist development tax, and to take any other actions needed to move this plan forward, attached hereto as **Exhibit B**; and

WHEREAS, the COUNTY hereby accepts the BREVARD COUNTY TDC's action to support funding the Brevard Zoo Capital Improvement Plan in the amount outlined in the Tourist Development Budget Plan.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and GRANTEE hereby agree as follows:

#### ARTICLE I – DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement the various covenants, conditions, terms, and provisions which follow, including the definitions and identifications set forth below, are assumed to be true and correct and are agreed upon by the parties:

1. BREVARD COUNTY TDC refers to the advisory council appointed by the Board of County Commissioners of Brevard County, Florida, pursuant to Section 125.0104(4)(e), Florida Statutes, and Section 102-120, Brevard County Code of Ordinances.
2. BREVARD COUNTY TDO refers to the Brevard County Tourist Development Office, also known as the Space Coast Office of Tourism.
3. COUNTY means the Board of County Commissioners of Brevard County, Florida.
4. DIRECTOR means the Director of the BREVARD COUNTY TDO.
5. GRANTEE means the East Coast Zoological Society, Inc., d/b/a Brevard Zoo.
6. PROJECT means the design and construction of capital projects at the Brevard Zoo that are eligible to receive funding through Brevard County's tourist development tax.

#### ARTICLE II – TERM AND GRANT AMOUNT

1. This Agreement shall be effective from the date of execution by both parties and shall continue in full force and effect for a period until which time principal and interest payments for design and/or construction of the capital projects identified herein have been repaid, unless and until terminated in accordance with this Agreement or by law.
2. This Agreement is contingent upon the availability of funds and subject to any limitations provided by Section 125.0104, Florida Statutes, as may be amended from time to time. Funds for this grant shall derive exclusively from those monthly and/or semi-annual collections received by the COUNTY for 25% of the third cent of the tourist development tax, after administrative expenses and other approved expenses have been deducted from the collections.
3. GRANTEE shall deposit all tourist development tax revenue into a designated depository account established for the purpose of holding capital project funds. The project account(s) shall be maintained separately and not commingled with other Brevard Zoo project accounts or with operation and maintenance accounts. All deposited tourist development tax revenue and interest earned on said deposited funds shall be dedicated to the design and/or construction of capital projects at the Brevard Zoo and retiring the bank loan(s) which are the subject of this Agreement. Those funds in excess of the amount necessary for such capital project costs and debt payment shall be deposited into a debt reserve account to be used to retire the bank loan.

4. Pursuant to Section 102-119(4)b., Brevard County Code of Ordinances, the COUNTY shall transfer 25% of the net revenue of the third cent of the tourist development tax to GRANTEE.
5. GRANTEE hereby agrees and understands that all funding authorized through this Agreement shall be used only for eligible activities in accordance with State and Local law, and this Agreement.
6. The COUNTY hereby agrees for the duration of this Agreement, unless otherwise suspended or terminated in accordance with this Agreement, subject to the terms of this Agreement, the limitations on the annual amount of such payment as set forth below, and to the extent permitted by applicable law, and in accordance with applicable budgetary processes, to appropriate 25% of the net revenue of the third cent of the tourist development tax to the Zoo to fulfill its annual grant obligation under this Agreement. This covenant to budget shall not constitute a lien, either legal or equitable, on any of the COUNTY's non-tourist development related revenues, including non-ad valorem and general revenues, and the COUNTY shall be free to pledge and create prior liens on those revenues for any lawful purpose. The grant amounts budgeted hereunder are to be made only from the COUNTY's appropriated revenues and the COUNTY shall neither be obligated to pay any grant amounts hereunder from ad valorem revenues nor shall the full faith and credit of the COUNTY be pledged for such payments. The contractual obligation to budget an appropriation does not constitute an indebtedness of the COUNTY within the meaning of any constitutional or statutory provision or limitation.
7. In the event of a default or other breach on the loan by GRANTEE, the COUNTY shall not be held responsible for any default payments, accelerated payments, or any other penalties or fees.
8. Subject to the provisions of Section 125.0104, Florida Statutes, the COUNTY agrees to continue to levy and collect the first, second, and third cents of the tourist development tax for the duration of this Agreement.

#### ARTICLE III – PURPOSE AND AUTHORITY

The general purpose of this Agreement is to provide funding to design and construct capital projects at the Brevard Zoo pursuant to Section 125.0104(5)(b), Florida Statutes, and Section 102-119(4)b., Brevard County Code of Ordinances. Any significant change from this purpose must be approved in advance by the COUNTY.

The obligation of the COUNTY to make grant payments according to this Agreement is subject to the availability of funds. Should funds no longer be available, the COUNTY shall provide written notice thereof to the GRANTEE.

#### ARTICLE IV – PROJECT

1. GRANTEE agrees to use tourist development tax revenues for the design and/or construction of eligible capital projects. *See*, **Exhibit D** and **Exhibit E**.
2. GRANTEE hereby warrants that it is the fee simple owner of the real property upon which the Brevard Zoo is located. A copy of said deed, including a legal description, is attached hereto as **Exhibit C**, and is incorporated herein by this reference.
3. Additional financial information relating to the PROJECT, as provided by the GRANTEE, is attached hereto as **Exhibit D** and **Exhibit E**.

#### ARTICLE V – NON-ALLOWABLE COSTS

GRANTEE hereby agrees that if it has caused any funds to be expended in violation of State or Local law, or this Agreement, it shall be responsible to refund such monies, including any accrued interest, to the COUNTY within sixty (60) days of knowing of said violation.

#### ARTICLE VI – ACKNOWLEDGEMENT AND PROMOTION

1. GRANTEE shall erect a permanent sign, approved by the DIRECTOR, in a prominent location at the completed project site which indicates the COUNTY's participation in the project. The sign shall display the logo of the BREVARD COUNTY TDO.
2. In the event that GRANTEE erects a temporary construction sign, this shall also recognize the COUNTY's participation in the project. The sign shall display the logo of the BREVARD COUNTY TDO.
3. All marketing and promotional advertising, including website or internet advertising of the Brevard Zoo that contains sponsorship information, shall refer to the COUNTY as a sponsor of the Brevard Zoo and such reference shall be prominently indicated by: (1) displaying the logo of the BREVARD COUNTY TDO, and (2) the following language "Funded in part by the Board of County Commissioners of Brevard County" or other language that may be mutually agreed upon by the DIRECTOR and GRANTEE.
4. Prior to erecting any signage as required by this Agreement, GRANTEE shall first obtain approval of the proposed sign(s), including design, size, and placement, from the DIRECTOR.
5. Any sign permits required by law shall be obtained by, and shall be the responsibility of, GRANTEE.

#### ARTICLE VII – RECORDS AND INSPECTION

In the performance of this Agreement, GRANTEE shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to public inspection in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes, and shall be retained by GRANTEE for a period of three (3) years after termination of this Agreement.

### ARTICLE VIII – PERFORMANCE REPORTS

Upon thirty (30) days written notice, GRANTEE shall supply DIRECTOR with financial reports and performance reports that include, but are not limited to, the following information: the status of the PROJECT, attendance rates at the Brevard Zoo, and current marketing efforts of the Brevard Zoo. The form for these reports is attached hereto as **Exhibit F**.

The DIRECTOR may request GRANTEE to present a report to the BREVARD COUNTY TDC on the progress and status of the PROJECT. DIRECTOR shall allow GRANTEE reasonable time, as determined by the COUNTY, to gather pertinent information.

### ARTICLE IX – AUDIT

GRANTEE shall provide the BREVARD COUNTY TDO with the Brevard Zoo's annual financial audit within six (6) months of the end of GRANTEE's fiscal year reporting on receipts and expenditures relating to this Agreement. In addition, GRANTEE shall submit IRS Form 990 to the TDO annually.

### ARTICLE X – REQUEST FOR FUNDS

GRANTEE will receive monthly distributions based on the tourist development tax revenue collected by the Brevard County Tax Collector's Office and Brevard County's Tourist Development Budget Plan.

GRANTEE shall provide the BREVARD COUNTY TDO with a copy of the executed loan agreement(s) that includes a schedule of principal and interest payments.

GRANTEE shall submit reports to the BREVARD COUNTY TDO, as requested by the DIRECTOR, showing actual expenditures. These reports will include information regarding the status of the capital projects, out-of-county attendance rates, economic impact, and other pertinent information.

### ARTICLE XI – INDEMNIFICATION

GRANTEE hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims, losses, damages, costs of any kind, including attorney's fees, litigation costs, or expenses, arising out the performance of this Agreement.

### ARTICLE XII – INSURANCE

GRANTEE shall be responsible to keep in force and maintain at all times during this Agreement:

1. General liability insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than one million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence.

2. Full and complete workers' compensation coverage as required by State law.

GRANTEE shall provide the COUNTY with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form acceptable to the COUNTY. The COUNTY shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

#### ARTICLE XIII – SUSPENSION

1. The parties hereby agree that the following non-exclusive events constitute a material failure sufficient to warrant suspension of payments, and termination of this Agreement by the COUNTY:
  - (a) Failure to submit reports as required by this Agreement.
  - (b) Submittal of incorrect or incomplete reports in any material respect.
  - (c) Failure to comply with any term of this Agreement or material failure to comply any applicable, Federal, State, or Local laws or regulations.
  - (d) Improper or unauthorized use of grant monies for non-allowable costs under this Agreement.
2. If the COUNTY determines that an event has occurred, the COUNTY shall provide a written notice of the actions that must be taken by GRANTEE as a condition precedent to the resumption of payments, the notification shall specify compliance within a period of thirty (30) days.
3. Failure of GRANTEE to comply with the remedial terms of Subsection 2 of this Article shall be cause for termination of payment(s) by the COUNTY.

#### ARTICLE XIV – TERMINATION AND ENFORCEMENT

1. The COUNTY shall have the right to terminate this Agreement as described in Article XIII, and shall make a fair and reasonable payment, as determined by the COUNTY, for all invoices received and approved prior to the effective date of the termination.
2. GRANTEE shall have the right to terminate this Agreement upon written notice to the COUNTY effective thirty (30) days from the date of receipt of said notice. COUNTY shall make a fair and reasonable payment, as determined by the COUNTY, for all invoices submitted and approved prior to the effective date of the termination.
3. GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by COUNTY as a result of any breach of this Agreement by GRANTEE. In the event that any damages are incurred, the COUNTY may withhold payments to GRANTEE for the purposes of set-off, until such time as the exact amount of damages is determined.

#### ARTICLE XV – RELATIONSHIP

It is agreed by the parties that at all times and for all purposes within the scope of this Agreement that services provided by GRANTEE shall be performed by GRANTEE, or at GRANTEE's direction, and subject to supervision by GRANTEE. Personnel policies, tax responsibilities, social security, health insurance, and employee benefits shall be the responsibility of GRANTEE. GRANTEE shall be responsible for maintaining workers' compensation insurance and shall provide certificate of same, if required. This Agreement, and any arrangements entered into as a result of this Agreement, shall not result in individuals being considered officers, employees, or agents of Brevard County, Florida.

#### ARTICLE XVI – GENERAL TERMS AND CONDITIONS

All conditions and assurances required by this Agreement are binding on GRANTEE, or its authorized assigns or successors in interest, and the COUNTY. Both parties shall adhere to applicable statutes, rules, and regulations of the State of Florida, and the applicable ordinances of Brevard County.

#### ARTICLE XVII – INTEREST OF MEMBERS OF COUNTY AND OTHERS

GRANTEE warrants nothing of monetary value has been given, promised, or implied for entering into this Agreement. GRANTEE further declares no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiations leading to the award of this Agreement.

No officer, agent, or employee of the COUNTY shall participate in any decision relating to this Agreement, or the proceeds thereof, which affects their personal interest, whether direct or indirect.

#### ARTICLE XVIII – SEVERABILITY

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

#### ARTICLE XIX – MODIFICATIONS OR AMENDMENTS; ASSIGNMENT

The parties agree that any modification or amendment to this Agreement must be done so by the COUNTY and the GRANTEE.

GRANTEE shall neither transfer nor assign the performance of services called for by this Agreement without the prior written consent of the COUNTY. However, GRANTEE may assign solely its right to payments received hereunder to a lender(s) for the sole purpose of securing financing of the construction of the Project.

#### ARTICLE XX – PERMITS, FEES, LICENSES

GRANTEE is responsible for any and all permits, fees, and licenses necessary for performance of work pursuant to this Agreement. Nothing in this Agreement shall be construed as a waiver by the COUNTY of any requirements for local permits, fees, and licenses. The COUNTY shall not pay GRANTEE for any professional license fees or annual dues.

ARTICLE XXI – NOTICES, AUTHORIZED REPRESENTATIVE, CORRESPONDENCE

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

For COUNTY: Eric Garvey, Director  
Brevard County Tourism Development Office  
430 Brevard Ave., Suite #150  
Cocoa, FL 32922

For GRANTEE: Keith Winsten, Executive Director  
Brevard Zoo  
8225 N. Wickham Rd.  
Melbourne, FL 32940

ARTICLE XXII – WAIVER

The waiver by the COUNTY of any of GRANTEE's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

ARTICLE XXIII – GOVERNING LAW

The parties agree this Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of this Agreement shall be deemed to be in Brevard County, Florida.

ARTICLE XXIV – ATTORNEY'S FEES

In the event of any litigation arising out of this Agreement, each party shall bear its own attorney's fees and costs.

*[Remainder of page intentionally left blank]*

ARTICLE XXV – EXECUTION

IN WITNESS WHEREOF, the duly authorized parties hereto have made and executed this Agreement.

ATTEST:

Scott Ehr  
\_\_\_\_\_, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: Rita Pritchett  
Rita Pritchett, Chair

As approved by the COUNTY on MAY 22 2018

Date:   /  /  

WITNESS:

EAST COAST ZOOLOGICAL SOCIETY  
OF FLORIDA, INC.

\_\_\_\_\_  
Witness signature

By: \_\_\_\_\_  
Keith Winsten, Executive Director

\_\_\_\_\_  
Witness name printed/typed

Authorized by the Bd. of Directors \_\_\_\_\_

Date:   /  /  

Reviewed for legal form and content:

Alex G. [Signature] 5/16/18

(Assistant) County Attorney

# **EXHIBIT A**

ORDINANCE NO. 2017 - 24

AN ORDINANCE AMENDING CHAPTER 102, ARTICLE III OF THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, RELATING TO THE TOURIST DEVELOPMENT TAX; SPECIFICALLY PROVIDING FOR THE REALLOCATION OF FUNDS OUTLINED IN THE COUNTY'S TOURIST DEVELOPMENT TAX BUDGET PLAN IN SECTION 102-119, BREVARD COUNTY CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Brevard County Tourist Development Council ("TDC") is an advisory board established by the Board of County Commissioners of Brevard County, Florida ("Board"); and

WHEREAS, among other duties and functions, the TDC is responsible for making recommendations to the Board for the effective operation of the special projects or for uses of the tourist development tax revenues raised by the tax levied and imposed under Chapter 102, Article III of the Code of Ordinances of Brevard County, Florida; and

WHEREAS, the Board has reviewed the suggested changes to the Tourist Development Tax Budget Plan and has determined that such changes will provide for the advancement, growth, and promotion of tourism in the County; and

WHEREAS, as a result of these substantial changes to the tourist development plan, this ordinance must receive an affirmative vote of a majority plus one additional member of the Board of County Commissioners.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

**Section 1. Amendment to Section 102-119, Brevard County Code.** Section 102-119, Brevard County Code, is hereby amended to read as follows:

**Sec. 102-119. - Budget plan.**

The Board of County Commissioners hereby adopts the following plan of the advisory tourist development council for tourist development:

- (1) Under the provisions of, and pursuant to, the Act, a two-percent tax is levied and imposed throughout the County beginning on the first day of the month following elector approval of this article and its tourist development tax by referendum as provided by this article.

- (2) The anticipated net revenue from the tourist development tax to be derived by the County for the 24-month period beginning on the date of levy is estimated to be approximately \$11,789,311.
- (3) The proposed uses of the tax revenue, generated pursuant to F.S. § 125.0104(3)(c), in order of priority, by special use category, shall be allocated as follows:
  - a. At least twenty-five percent (25%) of the net revenue, estimated to be \$2,947,328 for the 24 months following the passage of this section, would be budgeted and disbursed to promote and advertise County tourism in the state, nationally and internationally, however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.
  - b. Thirty percent (30%) of the net revenue, estimated to be \$3,536,793 for the 24 months following the passage of this section, would be budgeted and disbursed to finance beach park facilities or beach improvement, maintenance, renourishment and erosion control.
  - c. Up to thirty-five (35%) percent of the net revenue, estimated to be \$4,126,259 for the 24 months following the passage of this section, in accordance with F.S. §§ 125.0104(5)(a)1. and (5)(b), would be budgeted and disbursed generally to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the County; and further including museums, zoological parks, aquariums, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public within the County.
  - d. Up to ten percent (10%) of the net revenue, estimated to be \$1,178,931 for the 24 months following the passage of this section, would be budgeted and disbursed to promote County tourism by funding tourist-oriented cultural and special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist-related activities.
  - e. There shall be an annual amount established by the Board of County Commissioners for administrative and overhead expenses of the

board and council which shall be expended in order to properly coordinate and implement the tourist development plan.

f. Pursuant to F.S. § 125.0104(4)(d), the above-stated plan may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the Board. The council shall, from time to time, make recommendations to the Board for the effective operation of the special projects or for uses of the tax revenue.

g. The setting forth of the anticipated net revenues to be derived from levying the tax during the first 24 months following levy, as required by the Act, shall in no way be interpreted as indicating an intent by the Board, through this article, to in any way limit the plan or the tax to said period and the plan and tax shall continue, once duly enacted, until amended or repealed, according to this article and the Act or until it automatically expires pursuant to F.S. § 125.0104(7), if applicable.

(4) Under the provisions of, and pursuant to, F.S. § 125.0104(3)(d) and section 102-117(b), an additional one-percent tourist tax is hereby levied and imposed throughout the County as provided by this article. The proposed uses of the tax revenue from this additional one-percent tourist development tax, in order of priority, by special use category, shall be allocated as follows:

a. Sixty-five percent (65%) of the net revenue, estimated to be \$3,831,526 for the 24 months following the passage of this section, would be utilized as provided in F.S. § 125.0104(5)(a)5., to finance beach park facilities or beach improvement, maintenance, renourishment, restoration and erosion control, including shoreline protection, enhancement, cleanup or restoration of inland lakes and rivers to which there is public access. However, any funds identified by a County as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan for the state's beach management plan, pursuant to F.S. § 161.091, or funds contractually obligated by a County in the financial plan for federally authorized shore protection project may not be used or loaned for any other purpose.

b. Twenty-five percent (25%) of the net revenue, estimated to be \$1,473,664 for the 24 months following the passage of this section,

would be used in accordance with F.S. § 125.0104(5)(b) to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote a zoological park. These revenues are specifically designated to finance the design and construction of capital projects at the Brevard Zoo.

- c. Ten percent (10%) of the net revenue, estimated to be \$589,466 for the 24 months following the passage of this section, would be budgeted and disbursed generally, in accordance with F.S. § 125.0104(5)(a)4, to fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as County agencies or by contract with the chambers of commerce or similar associations in the County, which may include any indirect administrative costs for services performed by the County on behalf of the promotion agency.
- d. There shall be an annual amount established by the Board for administrative and overhead expenses of the Board and council which tourist development plan for the additional one-percent tourist development tax shall be expended in order to properly coordinate and implement the additional one-percent tourist development tax.

(5) Under the provisions of, and pursuant to, F.S. § 125.0104(3)(1) and subsection 102-117(c), an additional one-percent tourist tax is hereby levied and imposed throughout the County as provided by this article. The proposed uses of the net revenue from this additional one-percent tourist development tax, in order of priority, by special use category, shall be allocated as follows:

- a. At least \$350,000 of the net revenue per year, estimated to be \$5,894,655 for the 24 months following the passage of this section, and up to the entire remaining amount of the net revenue, minus the planned renovations, improvements, and maintenance budgeted in the Annual Plan for Capital Maintenance and Renovation, shall be budgeted and disbursed to promote and advertise tourism in the State and nationally and internationally. In addition, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.
- b. Up to \$500,000 of the net revenue per year shall be allocated for capital renovations, improvements, and maintenance of the Space

Coast Stadium Complex or other professional sports facility, in accordance with an Annual Plan for the Capital Maintenance and Renovation approved by the Board of County Commissioners. In order to receive such funds, the Space Coast Stadium Complex or other professional sports facility shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the venue to tourists.

- (6) Under the provisions of, and pursuant to, F.S. § 125.0104(3)(n) and subsection 102-117(d), an additional one-percent tourist tax is hereby levied and imposed throughout the County as provided by this article. The proposed uses of the tax revenue from this additional one-percent tourist development tax, in order of priority, by special use category, shall be allocated as follows:
- a. One hundred percent (100%) of the net revenue per year, estimated to be \$5,894,655 for the 24 months following the passage of this section, would be budgeted and disbursed to promote and advertise tourism in the state and nationally and internationally; however if the tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.
  - b. There shall be an annual amount established by the Board for administrative and overhead expenses of the Board and council which tourist development plan for the additional one-percent tourist development tax shall be expended in order to properly coordinate and implement the additional one-percent tourist development tax.
- (7) Such anticipated revenue shall be administered by the Board of County Commissioners through established County government administration, County agencies, existing or hereafter created, or by contract with chambers of commerce or similar nonprofit associations within the County in a manner prescribed by subsequent ordinance or resolution.
- (8) The Clerk to the Board of County Commissioners is hereby directed to establish a County tourist development trust fund. All collections received by the tax collector from the tax imposed and levied by this article shall be placed in such trust fund.

**Section 2. Conflict.** Unless preempted by state or federal law, to the extent that the provisions of this Ordinance are more stringent than those of State law, then this Ordinance shall

apply. In the case of a direct conflict between any provision of this Ordinance and a provision of any Federal, State, or County law, rule, or regulation, the more restrictive shall apply.

**Section 3. Inclusion in Code.** It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances; and that the sections of this chapter may be renumbered or re-lettered and that the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. Effective Date.** This Ordinance shall become effective upon filing with the Office of Secretary of State of Florida.

**DONE, ORDERED, AND ADOPTED** in Regular Session, this 10 day of Oct., 2017.

ATTEST  
  
By: Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
By: Curt Smith, Chairman  
(as approved by the Board on 10/10/17)

# **EXHIBIT B**



TO: FRANK ABBATE, COUNTY MANAGER  
THRU: JIM LIESENFELT, ASSISTANT COUNTY MANAGER  
THRU: ERIC GARVEY, TDO EXECUTIVE DIRECTOR  
FROM: STACY DELANO, TDO FINANCE DIRECTOR   
DATE: MAY 1, 2018  
SUBJ: TOURIST DEVELOPMENT COUNCIL'S RECOMMENDATION OF THE  
COUNTY FINANCIALLY ASSISTING THE BREVARD ZOO

Pursuant to Florida Statute 125.0104 and Brevard County Code 102-119, the Brevard Zoo receives a monthly distribution from Tourist Development Tax (TDT) collected. The Brevard Zoo's current distribution is equivalent to 25% of the third penny or 5% of the overall TDT revenue collected per month (revised by the BoCC through Ordinance 2017-24 on October 10, 2017).

On April 25, 2018, the Tourist Development Council (TDC) approved the Brevard Zoo Capital Improvement Plan and made a recommendation for the Brevard County Board of County Commissioners to support bond and/or conduit loan funding committing the zoo's current, approved allocation of 25% of the third penny of Tourist Development Tax (TDT) revenue; and to take any other actions needed to move the plan forward.

If you have any questions, please call the TDO Finance Director, Stacy DeLano at 433.4470.

cc: Keith Winsten, Brevard Zoo Executive Director

SPACE COAST OFFICE OF TOURISM  
430 Brevard Avenue • Suite #150 • Cocoa Village, Florida 32922 • Phone: (877) 57-BEACH or (321) 433.4470 • Fax: (321) 433.4476

COCOA BEACH • MELBOURNE BEACHES • PALM BAY • TITUSVILLE

# EXHIBIT C

064879

91 SEP 27 PM 2:20

# PAGES 2  
 # NAMES 2  
 BREVARD CO. FL  
 29-00  
 COUNTY CLERK'S OFFICE  
 MERRITT ISLAND, FLORIDA  
 EXCISE TAX \_\_\_\_\_  
 CITY CHRG. \_\_\_\_\_  
 REFUND \_\_\_\_\_

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 12th day of September, 1991, by A. DUDA & SONS, INC., a Florida corporation, having its principal place of business at Post Office Box 257, Oviedo, Florida 32765, hereinafter called "GRANTOR", to EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC., whose post office address is P. O. Box 560157, Rockledge, Florida 32956-0157, hereinafter called "GRANTEE".

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE all that certain land situate in Brevard County, Florida described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple; that GRANTOR has good right and lawful authority to sell and convey the Property; and that GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR. This conveyance is subject to easements, restrictions and reservations of record, if any, but this general reference thereto shall not operate to reimpose the same.

RESERVATION OF EASEMENT

GRANTOR hereby excepts herefrom and reserves unto itself and its assigns and successors in interest or title, and, to any extent required, GRANTEE hereby gives and grants to GRANTOR, a non-exclusive, perpetual easement for drainage purposes over, under, upon, across and through that certain parcel of real property described in Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Retained Easement Parcel"), together with the right to install, maintain, repair and replace drainage and related improvements in, over, under, upon, across and through the Retained Easement Parcel. In the event any monies or other considerations of value are awarded or paid stemming from or relating to a taking of the Retained Easement Parcel, or any portion thereof, or any estate or interest therein, under the power of eminent domain, or a conveyance or transfer of the Retained Easement Parcel, or any portion thereof, or any estate or interest therein, under threat of condemnation (or as an accommodation to Brevard County or some other governmental entity), then such monies or other considerations of value shall be, in all respects, the sole property of GRANTOR regardless of the time such monies or other considerations of value are paid or received. The easement retained with respect to the Retained Easement Parcel is non-exclusive, and GRANTEE, its assigns and successors-in-interest and/or title, shall have the non-exclusive right to use the Retained Easement Parcel and

This instrument prepared by:  
 R. Mason Blak, Esq.  
 The Viera Company  
 1802 S. Fiske Blvd., #103  
 Rockledge, Florida 32955

RECORD AND RETURN TO:  
 LEONARD SPIELVOGEL  
 P. O. Box 541366  
 Merritt Island, Fla. 32954-1366

to install, maintain, repair, replace, remove and/or relocate drainage and related improvements in, over, under, upon, across and through the Retained Easement Parcel, or any part thereof; provided, however, that any drainage and related improvements installed, repaired, replaced and/or relocated in, over, under, upon and/or across the Retained Easement Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Retained Easement Parcel with due regard for the rights of the other party to use and enjoy the Retained Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Retained Easement Parcel in such a way as to impair the right of the other party to use the Retained Easement Parcel. Further, GRANTOR shall not utilize the Retained Easement Parcel in such a way as to impair the right of GRANTEE to utilize the Property.

#### RIGHTS OF REVERTER

GRANTEE has represented to GRANTOR that the Property will be improved by the construction thereon of the Brevard Zoo, and that the Property shall be utilized only for the purposes of constructing and operating thereon the Brevard Zoo. Accordingly, by acceptance of this conveyance, GRANTEE, for itself, its assigns and successors in interest, and/or title, agrees:

1. If the Property is not improved by the construction thereon of the initial phase of the Brevard Zoo, with such facility being completed and a certificate of occupancy issued therefor having been issued on or before September 12, 1993, then, and in such event, all right, title, interest and estate of GRANTEE and its assigns and successors in interest and/or title in or with respect to the Property shall in all respects cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property (except for those portions of the Property upon which construction of improvements has commenced pursuant to a validly issued building permit) shall revert to and vest in GRANTOR, its successors and assigns.

2. In the event the Property ceases to be utilized for zoological park and related purposes for a period of twelve (12) consecutive months, then, and in such event, all right, title, interest and estate of GRANTEE and its assigns and successors in interest and/or title in or with respect to the Property shall in all respects cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property shall revert to and vest in GRANTOR, its successors and assigns.

#### RESTRICTIVE COVENANTS

GRANTOR owns and holds the fee simple title to certain real property adjacent or in proximity to the Property. Accordingly, GRANTOR has, and will continue to have, a substantial interest in the manner of development and use of the Property and all portions thereof as well as the kind, character, design and configuration of improvements to be constructed from time to time upon any portion of the Property. By acceptance of this conveyance, GRANTEE, for itself, its assigns and successors in interest and/or title, agrees:

1. The Property shall be utilized, developed and improved only in accordance with the following:

(a) The Property shall be utilized only for the Brevard Zoo and related parking and landscaping as required by Brevard County, Florida or other applicable governmental authorities.

(b) GRANTEE, at its sole cost and expense, shall keep the buildings, land and landscaping, grounds and parking areas constructed or from time to time existing thereon in a well-maintained, safe, good, clean and attractive condition at all times.

(c) No part of any improvements shall be constructed or placed on any portion of the Property within twenty-five feet (25') of any property line.

(d) No overnight parking of buses, campers, mobile homes, boats, trailers or motor homes shall be permitted upon any portion of the Property.

(e) All loading, storage, refuse and garbage facilities shall be located in an enclosed building, structure or other improvement, or shall be otherwise screened from view from public roads or adjacent or contiguous properties by means of a screening wall of material compatible with that of the buildings served by such facilities.

(f) All utility lines and facilities located or installed within the boundaries of the Property shall be located and installed underground or concealed under or within a building or other on-site improvements; provided, however, that the foregoing restrictions shall not be deemed to prohibit the following:

(1) Temporary electric power lines and telephone service poles and water lines which are incident to the construction of permanent improvements, provided the same are removed immediately following completion of construction of such permanent improvements;

(2) Above-ground electric transformers, meters and similar apparatus, provided the same are properly screened by vegetative screening; and

(3) Permanent outdoor safety light poles complying with all applicable ordinances and government rules and regulations.

(g) No billboards or advertising signs shall be erected or placed upon any portion of the Property without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld, and no flashing or moving signs shall be permitted on any portion of the Property. Only billboards and advertising signs approved by GRANTOR (which approval shall not be unreasonably withheld) and discrete identification signs or symbols relating the permitted uses described in subparagraph 1(a) hereinabove shall be permitted upon any portion of the Property.

(h) Without the prior written consent of GRANTOR, no antennae for transmission or reception of radio or television signals, or any other form of electrical magnetic radiation, shall be erected, used or maintained on any portion of the Property outside of any building, whether attached to any improvement or otherwise.

(i) Except during the construction of improvements, no materials, supplies or equipment shall be stored on any portion of the Property except inside of a building or structure, or behind a landscaped visual barrier. Stored materials, supplies and equipment shall, at all times, be screened from adjacent or neighboring properties and from public rights-of-way adjacent or contiguous to the boundaries of the Property.

2. No construction, installation or alteration (prior, during or subsequent to the initial construction) of any improvements, fixtures or attachments to the Property shall commence prior to submittal to and approval by GRANTOR of the architectural style, materials, methods and exterior design (including points of ingress and egress) proposed to be constructed, installed or altered on the Property, which approval shall not be unreasonably withheld.

BK3152PG0987

Approvals or denials will be in the reasonable discretion of GRANTOR and may be made on any basis. The appropriate portions of the plans, where required by law or as herein specified, shall be prepared, signed and sealed by a registered professional architect, landscape architect or engineer licensed to practice in the State of Florida. GRANTOR's approval of any improvements on the Property in letter form executed by a duly authorized officer of GRANTOR shall be binding upon GRANTOR.

The restrictive covenants set forth hereinabove are intended to constitute covenants running with the Property, and each part thereof, in all respects binding upon GRANTEE and all assigns and successors in interest and/or title of GRANTEE with respect to the Property and each part thereof. The restrictive covenants shall be binding and in full force and effect for a period of twenty (20) years from the day of recordation of this instrument in the Public Records of Brevard County, Florida, after which time said restrictive covenants shall be automatically extended for two twenty (20) year periods unless sooner terminated by written instrument executed by GRANTOR. GRANTOR shall have the right, but not the duty, to enforce the above-mentioned restrictive covenants by actions or proceedings at law and/or in equity against any person or entity violating, or attempting to violate, any of the above-mentioned restrictive covenants, the permissible actions or proceedings to include, but not be limited to, actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. In connection with any action or proceeding brought by GRANTOR to enforce any of the above-mentioned restrictive covenants, GRANTOR shall be entitled to recover all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding. The right to enforce the restrictive covenants set forth hereinabove shall be limited to GRANTOR and any persons or entities to which such right of enforcement is specifically granted by written instrument recorded in the Public Records of Brevard County, Florida. A successor in title of GRANTOR shall not, by virtue of such status alone, have the right to enforce the restrictive covenants set forth hereinabove unless the instrument or instruments by which title is conveyed to such successor in title specifically assigns such right to enforce said restrictive covenants.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Betty A. Deese  
Betty A. Deese  
Amy S. Miller  
Amy S. Miller

GRANTOR:

A. DUDA & SONS, INC.

By:

Joseph A. Duda  
Joseph A. Duda, Vice President  
1802 S. Fiske Blvd., Suite 103  
Rockledge, Florida 32955

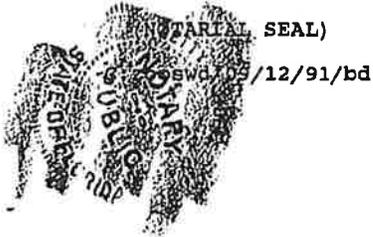
(CORPORATE SEAL)



STATE OF FLORIDA )  
 )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me the 12th day of September, 1991 by Joseph A. Duda, Vice President of A. Duda & Sons, Inc., a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of September, 1991.



Betty A. Deese  
Betty A. Deese  
Notary Public, State of Florida  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires March 17, 1992  
Bonded thru Huckleberry & Associates

BK3152PG0989

EXHIBIT "B"

A strip of land fifty feet (50') in width lying south of and contiguous to the north line of the real property described in Exhibit "A".

BK0152PG0991

# **EXHIBIT D**



*"Wildlife Conservation through Education and Participation"*

East Coast Society of Florida dba Brevard Zoo TDC Project Plan

Introduction

The Brevard Zoo Board of Directors has approved a long-term project plan and has identified a subset of these projects as appropriate for TDC Funding. These projects were presented to the TDC and approved at their April 2018 meeting. These projects are all designed to increase the quality of the guest experience at Brevard Zoo to better attract and serve tourists. The list of new projects include:

2019	Rainforest Rising	\$4,200,000.00
	Front Bathrooms	\$ 244,469.00
	Roadway Parking Improvements	\$ 500,000.00
2021	Lions	\$1,500,000.00
2023	Wild Florida Planning	\$1,200,000.00

Detailed budgets have been submitted for the first two projects. Only preliminary budget numbers are available at this time for the remaining projects. The Zoo is currently undertaking a capital campaign for Rainforest Rising and plans to raise approximately \$2.2 million of the total cost. If additional monies are raised, that will allow us to expand the lion project.

Rainforest Rising Description

Rainforest Rising is a new generation of zoo exhibit that will contribute to our community across a variety of dimensions. Our location on the temperate/sub-tropical border, allows us to display rainforest animals in a setting that few other U.S. zoos can duplicate. We can grow a rainforest in Brevard County and use the latest innovations in zoo exhibitry to have our animals and our visitors roam the rainforest canopy. The exhibit will dramatically improve the quality of life of the animals under our care and appeal to a diverse of set of visitors from millennials looking for high tech adventure to families with children looking for educational experiences. It will build on the important work we already do with younger audiences throughout the county, establishing an interest in science, by showing older audiences how technology helps us understand the complexity of the natural world all across the hemisphere. We expect the exhibit to increase our attendance by 6 -7 percent, improving the Zoo's long-term sustainability and giving the people of Brevard County yet another reason to be proud of their zoo and their community. On a national and international level, we believe Rainforest Rising will set a new standard for how zoos can integrate authenticity, adventure and learning into the experiences we offer the public.



WALK-THROUGH



ORLANDO'S CLOSEST BEACHES  
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8225 N. Wickham Rd. Melbourne, FL 32940-7924  
(321) 254-WILD(9453) • Fax (321) 259-5966  
<http://www.brevardzoo.org>

ASSOCIATION  
OF ZOOS &  
AQUARIUMS



Your adventure will begin at a new trailhead where the theme of Rainforest Rising will be introduced – that natural systems are incredibly complex and that science and the latest technology is helping us better understand these critical systems. As they enter, guests will be offered the opportunity to download a free Zoo App which uses Augmented Reality to make the upcoming rainforest adventure really come alive. After crossing a bridge and seeing American Crocodiles (a species whose range bridges between here and regions covered by this exhibit), visitors will approach the first new exhibit. The Venom House will display venomous snakes at Brevard Zoo for the first time. The structure looks as if it has been abandoned to the forest and the snakes have taken over. Pit vipers will even be inhabiting the space above your head - giving guests a new thrill right at the start. But venom plays also plays in important role in the development of new medicines. So, what happens there, affects our life here.

Moving into the forest, guests encounter the first of several primate exhibits. But where the monkeys are found, varies moment by moment. That's because these exhibits are connected by a series of overhead sky bridge, allowing the monkeys the choice where they spend their time and who they spend their time with. Guests can see multi-species interactions all around them as they walk into the forest. Going deeper, they find the first of three jaguar nodes, all connected as well. This jaguar complex will allow us to manage multi-generational groups and even has a land-based walkway, so our older jaguars don't have to climb the stairs. A special sliding window allows guest to see behavioral training sessions in action.

A little further down the path, visitors will find the first of five augmented reality experiences. What looks like an empty burrow to the naked eye, becomes a home to the elusive Giant Armadillo when viewed through the augmented reality feature of the Zoo App. Not only does the amazing creature, not held in any zoo, appear to crawl out of the burrow into the space in front of you. But Arnaud Desbiez, a charismatic researcher we partner with in Brazil, will appear on your screen to explain how radio telemetry helps him track Giant Armadillo and other species in the wild.

A rustic observation tower now looms in front of your, and from the top, you get your first view of our unique Spider Monkey colony. Spider Monkeys are the only monkeys that live in Fission/Fusion societies, the kind of complex social system found in great apes, elephants, dolphins and other highly intelligent species. Fission-Fusion Societies involve extended social groups that break into smaller family units on a daily basis. Three connected home bases, will allow our Spider Monkeys to live like they do in the wild. There are no other zoos in the United States that support this complex social system. Guests will get to observe Spider Monkey family groups from up in the trees, side by side with cognitive researchers from Florida Tech. And visitors with mobility issues will have complete access, because a lift system will allow people

with walkers and wheelchairs to get up into the canopy – as part of our commitment to serving everyone in the community.

After seeing two of the Spider Monkey home bases, you can enter the Cognition Center, where we are partnering with Florida Tech to study how these animals think. Another sky bridge allows the monkeys to enter a computer testing arena in the Cognition Center at their own volition. Using touchscreens and other testing technologies, students from Florida Tech and participating visitors at the Zoo, will gain insights into how these amazing primates solve problems. And this covered learning pavilion will be used for other demonstrations revealing the complexity of the rainforest systems.

You continue your walk through the forest, encountering other rainforest species in the air and augmented reality experiences along your path. If you pay attention, you will notice that the boardwalk is coming down to grade. That is because the last part of your Rainforest Rising experience takes you to the forest floor and then down to the river bottom. Just like our Indian River Lagoon is directly impacted by land surrounding it, many South American forest systems are ecologically connected to the rivers that run through them. Every year, these rivers spill over their banks, flooding the forests, and the aquatic creatures that call the river home, disperse into the woodlands. The first aquatic animal you encounter is the largest otter species on earth. Giant River Otters grow to six feet in length, live in large social groups, and are only found in the most remote sections of Neotropical rivers. They are extremely intelligent, playful and gregarious. You get to view them from above as they go through training sessions, and from below the waterline as they swim through the flooded forest. Just beyond them, a 26-ft. long pane of acrylic reveals the world of river monsters, giant South American fish that swim wild through the forest. When it floods. Many of these fish species play a crucial role is dispersing plant seeds during the wet season.

You are now in the final part of the rainforest experience with large enclosures surrounding you on all sides. One is netted in 20 feet high and many of the primate species you encountered earlier, roam through the trees. Free-flighted macaws call this space home as well. Baird's Tapir, Capybara (the world's largest rodent) and Giant Anteaters, also migrate through these forest glens using a unique crossing system that allows the animals to move from one area to another while the human visitors wait their turns. A Giant Anteater feeding station gives guests an opportunity to interact with these incredible creatures.

And all of this beauty and swirl of animal movement is interpreted in a modern, fresh style that has elements attractive to young adults and special illustrations for children. The Zoo App will provide a different experience as rare animals and researchers enter your screen and talk about the technology they use in the field to decipher of the complexity of these natural systems.

The result of all of this is an unparalleled experience on the ground, in the trees and below the water, that uses the natural beauty of our forest to connect us to places and habitats far, far away.

#### Front Bathrooms

The Front Bathroom project will address a number of long-standing comfort issues – providing toilets that you can enter from outside the Zoo (Treetop Trek guests currently use a porta-potty), air-conditioned kennel space for guests who come with dogs and new main bathrooms – replacing the original zoo bathrooms which have been in place for 25 years with only minor upgrades.

The project includes:

- Two outside family restrooms
- Ladies Room with six stalls
- Men's Room with six stalls
- Climate-controlled space for a kennel.
- New janitor closet

#### Roadway Parking Improvements

The Zoo currently reaches parking capacity on approximately 12 days every year but requires parking along the service road in excess of 90 days every year. This project will stabilize the roadway parking spots (226 in the initial plan) and will install safety lighting. The first phase of this project was completed by the county on the southern end of the road when they installed the trailhead for the Linear Trail.

#### Lion Exhibit

Although we receive very few complaints from guests about our experience, we do sometime hear “where are the lions and tigers and bears.” We plan to add a Black Bear exhibit this year independent of TDC funding and tigers are on the long-term plan. But there is a growing need in our zoo association for members to hold lions and we have identified two locations in our Africa loop where we could modify the space to hold a breeding pride of lions. We do not have any additional details at this point.

#### Wild Florida

Because of our uniquely authentic setting, Wild Florida should be the defining experience at Brevard Zoo. Charrettes in 2008 and 2010 led the creation of a masterplan for the loop in 2012

with a cost estimate of \$10 million. It is time for us to take that plan to a construction level of detail and get true cost estimates. In the Zoo world, design costs typically average 12% of the project, so we are budgeting \$1.2 million for this phase of the project. The Zoo plans to do fundraising for the actual construction costs.

# **EXHIBIT E**

### TDC Funding Forecast

Year	Gross Amount	County	
		Overhead (13%)	Net to Zoo
FY2017-18	\$761,695	\$99,020	\$662,675
FY2018-19	\$843,305	\$109,630	\$733,675
FY2019-20	\$893,904	\$116,208	\$777,696
FY2020-21	\$929,660	\$120,856	\$808,804
FY2021-22	\$938,956	\$122,064	\$816,892
FY2022-23	\$976,515	\$126,947	\$849,568
FY2023-24	\$1,035,106	\$134,564	\$900,542
FY2024-25	\$1,112,739	\$144,656	\$968,083
FY2025-26	\$923,208	\$120,017	\$803,191
FY2026-27	\$969,368	\$126,018	\$843,350
FY2027-28	\$1,017,837	\$132,319	\$885,518
FY2028-29	\$1,068,729	\$138,935	\$929,794
FY2029-30	\$1,122,165	\$145,881	\$976,284

### Amortization Schedule- 20 Year Loan

Loan Amount		\$7,700,000		
Interest Rate		4.08%		
	Payment	Interest	Principal	Balance
Year 1	\$662,675	\$314,160	\$348,515	\$7,700,000
Year 2	\$733,675	\$303,981	\$429,694	\$7,450,505
Year 3	\$777,696	\$290,922	\$486,774	\$7,130,441
Year 4	\$808,804	\$275,803	\$533,001	\$6,759,875
Year 5	\$816,892	\$258,987	\$557,905	\$6,347,730
Year 6	\$849,568	\$241,205	\$608,363	\$5,911,889
Year 7	\$900,542	\$221,563	\$678,979	\$5,430,473
Year 8	\$968,083	\$199,351	\$768,732	\$4,886,058
Year 9	\$803,191	\$173,889	\$629,302	\$4,261,982
Year 10	\$843,350	\$153,110	\$690,240	\$3,752,697
Year 11	\$885,518	\$130,090	\$755,428	\$3,188,475
Year 12	\$929,794	\$104,667	\$825,127	\$2,565,366
Year 13	\$976,284	\$76,670	\$899,614	\$1,879,174
Year 14	\$900,000	\$45,918	\$854,082	\$271,359
Year 15	\$900,000	\$11,071	\$888,929	(\$617,570)

2018 TDC Zoo Allocation Spending Plan

11-May-18

Project Name	Total Project Cost	Estimated Dollars this		Completion Date	Funding / Design Notes
		round of TDC Funding			
Balance on Café/Africa/Lodge/Paws On	\$6,335,878.00	\$2,000,000.00	NA		Other costs previously funded
Rainforest Rising	\$4,200,000.00	\$2,000,000.00		2019	Capital Campaign underway
Front Bathrooms	\$244,468.00	\$244,468.00		2019	Design Complete
Parking Improvements	\$500,000.00	\$500,000.00		2019	Estimate
Lions	\$1,500,000.00	\$1,500,000.00		2021	Estimate
Wild Florida Planning	\$1,200,000.00	\$1,200,000.00		2023	12% of project budget
<b>Total</b>	<b>\$13,980,346.00</b>	<b>\$7,444,468.00</b>			

## Rainforest Rising Budget

<b>Description</b>	<b>Budget</b>
Design	\$261,400.00
Site Work	\$236,947.00
Life Support/Holding Building	\$1,367,472.00
Jaguar Node	\$65,000.00
Squirrel Monkey	\$80,237.00
Giant Otter	\$226,000.00
River Monsters/Aquarium	\$221,000.00
Tapir Exhibit	\$44,200.00
Anteater Exhibit	\$45,900.00
Flooded Forest Exhibit	\$219,910.00
Spider Monkey	\$189,700.00
Venom House	\$121,550.00
Animal Cognition Center	\$116,500.00
Tamarin Trail	\$3,780.00
Animal Observation Tower	\$200,000.00
Interpretive Package	\$100,000.00
<b>Total</b>	<u>\$3,499,596.00</u>
20% Contingency	\$699,919.20
<b>Grand Total</b>	<u><u>\$4,199,515.20</u></u>

## Front Bathrooms

Modernizes front bathrooms providing family bathrooms that can be accessed from outside the Zoo and adds kennels as well

Design	15,000
General Conditions	16,050
Site Work	675
Materials and Labor	80,505
Specialities	17,688
Mechanical & Electrical	102,700
Overhead	10,641
Other	1,209
	<u>\$244,468</u>

# **EXHIBIT F**

**BREVARD COUNTY OFFICE OF TOURISM DEVELOPMENT  
PROGRESS REPORT**

Check one:        \_\_\_\_\_ Annual        \_\_\_\_\_ Final

Report Period: From/To: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address, Phone No., E-mail: \_\_\_\_\_

**ANSWER THE FOLLOWING QUESTIONS:**

1. Have all the elements of the project been completed? \_\_\_\_\_
2. If element(s) are in progress, provide project status. \_\_\_\_\_  
\_\_\_\_\_
3. If element has not been started, why? \_\_\_\_\_
4. What benefits to tourism and to your organization have been realized to date? \_\_\_\_\_
5. Report actual expenditures and variance to date for the project. \_\_\_\_\_
6. Provide out-of-county attendance and compare to projections. \_\_\_\_\_
7. Provide calculated economic impact and compare to projections. \_\_\_\_\_
8. Did the project and/or activities have the anticipated results? \_\_\_\_\_
9. How can the project be improved or further expanded? \_\_\_\_\_