

Leon County Research and Development Authority
Board of Governors Meeting
Knight Administrative Centre
Thursday, April 5, 2018, 11:00am to 1:30 p.m.

Agenda

1. Call to Order
2. Introduction of Guests
3. Modifications to the Agenda
4. Public Comment
5. Approval of Draft Meeting Minutes
 - a. October 5, 2017 (*Attachment A1*)
 - b. Gainesville/Alachua Trip, February 23, 2018 (*Attachment A2*)
6. Consent Agenda
 - a. Executive Committee Reports
 - i. November 6, 2017 (*Attachment B1*)
 - ii. March 8, 2018 (*Attachment B2*)
 - b. Treasurer's Report
 - i. December 7, 2017 (*Attachment C1*)
 - ii. April 5, 2018 (*Attachment C2*)
 - c. Investment Advisory Committee
 - i. Committee Report, November 20, 2017 (*Attachment D1*)
 - ii. Investment Reports, September 2017- February 2018 (*Attachments D2*)
 - d. Development Review Committee Reports
 - i. October 17, 2017 (*Attachment E1*)
 - ii. November 14, 2017 (*Attachment E2*)
 - iii. March 13, 2018 (*Attachment E3*)
 - e. Monthly Financial Reports
 - i. September 2017 ([Link](#))
 - ii. October 2017 ([Link](#))
 - iii. November 2017 ([Link](#))
 - iv. December 2017 ([Link](#))
 - v. January 2018 ([Link](#))
 - vi. February 2018 ([Link](#))
 - f. Audit Committee
 - i. Report, October 31, 2017 (*Attachment F1*)
 - ii. Report, February 27, 2018 (*Attachment F2*)

iii. Audit Report, Fiscal Year 2016-17 ([Link](#))

Executive Committee requests ratification of its approval of the Audited Financial Statements for fiscal year 2016-17, as recommended by the Audit committee.

g. Morgan Building Lease: FSU IT Services (*Attachment G*)

Executive Committee requests ratification of its approval of a standard form university lease with Florida State University Board of Trustees for approximately 11,044 square feet (subject to final measurement) in the Morgan Building at \$16.60 per square feet, or monthly lease payments of \$15,277.53. The term of the lease is 12 months with an option to continue on a month-to-month basis by mutual agreement of the parties. Other than ordinary repairs, no significant renovations will be made, and FSU will be responsible for data/communications related improvements and any other costs related to the relocation. The Chair is authorized to approve minor changes to the final lease if necessary.

h. Trail Agreement (*Attachment H*)

Executive Committee requests ratification of its approval to enter into an agreement with Leon County for the design, permitting, and construction of the Central Pond Trail substantially in the form of the draft agreement. The contract includes an estimated project cost of \$147,923.61 plus a contingency allowance of \$36,980.90, for a total estimated cost of \$184,904.51. The Authority will be liable for the actual cost of the project. It will have the opportunity to cancel the project after the design phase but would be liable for the design phase costs. The County's administrative fee included in the total cost is \$1,921.09, or 2% of the Construction Cost. The agreement was approved by the Leon County Board of County Commissioners at its March 27, 2018 meeting. It is noted that Governor Kristin Dozier recused herself from voting on this item before the Executive Committee due to a conflict of interest in her role as a County Commissioner.

i. Amendment to Contract for Legal Services (*Attachment I*)

Executive Committee requests ratification of its approval to extend the Contract for Legal Services with Broad and Cassel, LLP one year through September 30, 2019.

7. Office of Economic Vitality (OEV) Update—Al Latimer, and Lindsay Volpe

OEV will provide and update regarding the Targeted Industries & Incubation Studies, the Magnetics Task Force, and the Gateway Project.

8. IBR 18-01 Landscaping Services (*Attachments J1-J2*)

Staff requests approval of the award of IBR 18-01 Landscaping and Ground Services to, and the resulting Agreement with, Heinz Brother Outdoor Services, Inc. (Heinz). Staff received three proposals through an informal bid request in accordance with Authority's Purchasing Policy, and Heinz, the incumbent vendor, bid the lowest price at \$34,854.64 for year 1, and a total of \$106,632.50 including option years 2, and 3. The contract term is for 1 year, with two one-year extensions at the option of the Authority.

9. Bing Bankruptcy (*Attachment K & [Link: Bing Amended Disclosure and Reorg Plan](#)*)

On October 5, 2017, the Board unanimously approved the Consent Agenda items including “item 6.(f)” ratifying Chair Longman’s approval of a ballot accepting Bing Energy’s Second Amended Bankruptcy Plan of Reorganization dated August 15, 2017. Governor Kim Williams voted for approval of the entire consent agenda and erred by not recusing himself from voting on item 6.(f) due to a conflict of interest. Staff requests the Board reconsider the item as follows:

Executive Committee requests ratification of Chair Longman’s approval of a ballot accepting Bing Energy’s Second Amended Bankruptcy Plan of Reorganization dated August 15, 2017. The amended plan of reorganization and disclosure statement are available at the link above. The primary change from the previous plan was replacing the minimal equity share for general unsecured claims with unsecured creditors receiving a 100% distribution solely from the proceeds of the Revised Adversary Proceeding and any litigation recoveries. A hearing on the case will be held September 21, 2017. An additional administrative claim in the amount of \$6,102.77 was filed on behalf of the Authority, and approved by the court, to reimburse the cost of removing hazardous materials from the former tenant’s space. The Authority’s total unsecured claim is \$41,734.43, and total administrative claim is \$43,713.57.

10. Director of Entrepreneurship-Michael Tentnowski

Introduction, First Impressions, High Level Plan/Approach, Report (Attachment L)

11. Chair’s Report

- a. Board Composition and Nominations
- b. Alachua/Gainesville Trip-Discussion/Participant Comments
- c. Past Chairs Meeting (Attachment M)
- d. Proposal for Off-Site Board Meetings

12. Executive Director’s Report (Attachment N)

- a. Collins Building Status
- b. Morgan Lab Prospect
- c. CBTR Lease Renewal
- d. Other items

13. Director of Programs and Communications Report (Attachment O)

- a. Website Launch
- b. Booklets
- c. Tech Grant

14. Property Manager’s Report (Attachment P)

15. New Business

16. Adjourn

Next Meeting: June 7, 2018

(Subsequent meetings held the first Thursday of even numbered months.)

Leon County Research and Development Authority
Board of Governors Meeting
Thursday, October 5, 2017
11:00am to 1:30pm
Knight Administrative Centre
1736 W. Paul Dirac Drive, Tallahassee, FL 32310

Minutes

Members in attendance: Dave Ramsay, Kim Williams, Anne Longman, Dustin Daniels, Paul Dean, Kristin Dozier, Rick Frazier, Shawnta Friday-Stroud, Eric Holmes.

Members not in attendance: April Salter, Kim Dixon.

Guests: Ron Miller, Denise Bilbow, Peggy Bielby (LCRDA staff): Ed Murray, Stephanie Shoulet (NAI Talcor); Melissa VanSickle (Broad and Cassel).

1. Call to Order
Chair Dave Ramsay called the meeting to order at 11:10am.
2. Introduction of Guests
All present introduced themselves.
3. Modifications to Agenda
Ron Miller noted one modification to the agenda: the revised letter of agreement for Larry Lynch which was added to item 7 for consideration.
4. Public Comment
Ed Murray thanked the Authority for retaining NAI Talcor as its property management company and encouraged the Board of Governor members to not hesitate to communicate any concerns.
5. Approval of Draft Meeting Minutes, Board of Governors, August 3, 2017
Kristin Dozier offered a motion to approve the August 3, 2017 Board of Governors meeting minutes. Anne Longman seconded the motion which passed unanimously.
6. Consent Agenda
 - a. Executive Committee Report
 - b. Treasurer's Report
 - c. Investments
 - i. Report, July 2017
 - ii. Report, August 2017
 - d. Monthly Financial Reports
 - i. July 2017
 - ii. August 2017
 - e. Property & Casualty Insurance Renewal
Executive Committee requests ratification of its approval of Brown and Brown's proposal and to renew and bind property & casualty insurance with incumbent carriers at a total annual premium of \$51,543.69, an increase of \$580.26 (1.1%) over the prior year. The renewal policies are under the same terms and conditions but with some coverage enhancements. Consistent with the broker agreement amendment approved by the board last year, the broker did not seek proposals from competing carriers as the renewal quote was consistent with current market conditions, and competing proposals were evaluated in the prior year.
 - f. Bing Bankruptcy
Executive Committee requests ratification of Chair Longman's approval of a ballot accepting Bing Energy's Second Amended Bankruptcy Plan of Reorganization dated August 15, 2017. The amended

plan of reorganization and disclosure statement are available at the link above. The primary change from the previous plan was replacing the minimal equity share for general unsecured claims with unsecured creditors receiving a 100% distribution solely from the proceeds of the Revised Adversary Proceeding and any litigation recoveries. A hearing on the case will be held September 21, 2017. An additional administrative claim in the amount of \$6,102.77 was filed on behalf of the Authority, and approved by the court, to reimburse the cost of removing hazardous materials from the former tenant's space. The Authority's total unsecured claim is \$41,734.43, and total administrative claim is \$43,713.57.

- g. Bank Resolution and other Financial Transactions Authorization
Executive Committee requests ratification of its adoption of the attached bank resolution authorizing the officers of the Board of Governors and the Executive Director to exercise the powers listed on the resolution, and approval for the current officers to execute any other forms necessary to perform wire transfers and investment related transactions consistent with policies, procedures and bylaws of the Authority.
- h. Executive Director Annual Review
In accordance with direction provided by the Board at its August 3, 2017 meeting, the Executive Committee requests ratification of its approval of a \$5,000 (3.7%) per year increase in the Executive Director's salary, from \$135,000 to \$140,000 per year effective October 1, 2017.
- i. Board Meeting Attendance
Section 1.9 of the LCRDA Bylaws requires that the Executive Director present, at each Annual Meeting of the Board, the attendance record of each member of the Board for the Prior fiscal year.

Kristin Dozier offered a motion to approve the Consent Agenda items. Kim Williams seconded the motion which passed unanimously.

Rick Frazier joined the meeting at 11:29am. Paul Dean left the meeting at 11:55am.

7. Budget

- a. Budget Committee Report, September 19, 2017
- b. Draft Budget FY 2017-18 Dave Ramsay, Chair and former Treasurer

The Executive Committee and Budget Committee recommends board approval of the draft budget for fiscal year 2017-18 as amended by the Executive Committee. Ron Miller explained that the budget includes the addition of a new position: two alternative job descriptions are attached. The narrative explains any significant changes to the budget from prior years, as well as the different impacts of the new position job descriptions. In light of OEV's role in business recruitment, the Executive Committee concluded that the Director of Business Incubation and Acceleration position should be added, and approval of the budget item allows the Executive Director to hire the new director following a national search. The Board agreed that this position's creation would be addressed by separate vote. EEP 14 has been deferred until the spring of 2018 due to enrollment issues. Because Director of EEP Larry Lynch has already been paid for 4 of the 6 months in his fall 2017 contract, he will take the final 2 payments in spring of 2018 and will assist with the transition of the program to the new director position. Ron Miller presented changes to the proposed budget to reflect changes to Larry Lynch's contract, and EEP revenue and expense reduction reflecting one fewer class. The Budget Committee also removed the expense of the lighting component from the pond trail. The design component of the lighting will be included in the trail design. Park-wide lighting improvements will be part of a needed comprehensive update of the entire park master plan.

Anne Longman offered a motion to approve the FY 2017-2018 budget as presented by the Executive Committee with the additional changes discussed. Eric Holmes seconded the motion, which passed unanimously.

Kristin Dozier offered a motion to approve the creation of the new position: Director of Business Incubation and Acceleration and to authorize the Executive Director to advertise, interview, and hire the new Director position. Eric Holmes seconded the motion, which passed unanimously.

Kristin Dozier offered a motion to approve the revised letter agreement with Larry Lynch. Dustin Daniels seconded the motion which passed unanimously.

Shawnta Friday-Stroud joined the meeting at 12:55pm.

8. Strategic Priorities Discussion—Dave Ramsay, Chair
Executive Director Ron Miller reviewed the Strategic Initiatives Outline. The Board agreed that the ten priorities listed at the end of the presentation could be conflated into four:
 - o Collins building renovation
 - o New incubator development started/hire person
 - o Central pond trail
 - o Business attraction capabilitiesThe Executive Director's reports to the Board will be structured accordingly.

9. Intergovernmental Agency/OEV Update—Kristin Dozier
Kristin Dozier reported that the IA/Blueprint Meeting recognized the importance of the Park having shovel-ready sites for land development. The IA has initially approved the FSU Gateway Project, which includes a new two-lane boulevard beginning at Orange Avenue at the entrance to FSU's property west of Pottsdamer, continuing to Stuckey Avenue and ending at Lake Bradford Road, connecting to the FAMU Way Expansion. Public hearings on the project will be held November 16, 2017 and December 5, 2017. The Americas Competitiveness Exchanges (ACE) Florida tour will hold its closing ceremony in Tallahassee on December 7-8, 2017.

Rick Frazier left the meeting at 1:27pm. Shawnta Friday-Stroud left the meeting at 1:29pm.

10. Chair's Report
Dave Ramsay reviewed the committee assignments and advised that he has appointed Kristin Dozier as Member at Large to serve on the Executive Committee, expanding it from 4 to 5 members. He added that planning is beginning for the Board to take a trip to Gainesville in February 2018 to research and observe the UF research and incubator/accelerator facilities and programs.
11. Staff Reports:
 - a. Executive Director's Report
Ron Miller reported that he will be attending the Association of University Research Parks conference in Huntsville, AL on October 9-12, 2017.
 - b. Director of Programs and Communications Report
Denise Bilbow noted the next Tech Topics is scheduled for November 15, 2017.
 - c. Property Manager's Report
12. New Business
None.
13. Adjourn
The meeting was adjourned at 1:35pm.

Next Meeting: Thursday, December 7, 2017
(Subsequent meetings held the first Thursday of even numbered months.)

**Leon County Research and Development Authority
Board of Governors Fact-Finding Tour**

Friday, February 23, 2018

7:00am to 5:00pm

MINUTES

Members in Attendance: Dave Ramsay (Chair), Dustin Daniels, Kristin Dozier, Shawnta Friday-Stroud, Eric Holmes, April Salter, Kim Williams.

Guests: Ron Miller, Denise Bilbow, Michael Tentnowski, Peggy Bielby (LCRDA Staff); Stephanie Shoulet (NAI Talcor); Brent Edington (FSU Office of Research); Reis Alsberry, David Teek (FAMU Office of Technology Transfer and Export Control); Cristina Paredes (Office of Economic Vitality); Steve Evans

Host: Mark Long (UF Director of Incubation Services)

Depart:

7:00am

SunTrust Bank, 3522 Thomasville Rd, Tallahassee, Florida 32309

Tour:

9:15am

UF Sid Martin Biotechnology Institute, 12085 Research Drive, Alachua, Florida 32615

Tour and Lunch:

12:00 noon

UF Innovate | The Hub, 747 Southwest 2nd Avenue, Gainesville, Florida 32601

Return:

5:00pm

SunTrust Bank, 3522 Thomasville Rd, Tallahassee, FL 32309

This fact-finding trip and tour is not a Board of Governors meeting.

Leon County Research and Development Authority
Executive Committee Meeting
Knight Administrative Centre
1736 West Paul Dirac Drive 32310
Monday, November 6, 2017, 3:00 p.m.

Report

Members in Attendance: Chair Dave Ramsay, Vice Chair Kim Williams, Immediate Past Chair Anne Longman, Treasurer April Salter

Members Absent: Kristin Dozier, Member at Large

Others in Attendance: Keith Bowers, Shawnta Friday-Stroud, Eric Holmes (LCRDA Board of Governors); Ron Miller, Executive Director; Denise Bilbow, Director of Programs & Communications; Peggy Bielby, Administrative Coordinator (LCRDA); Ben Pingree, Director, Department of PLACE; Autumn Calder, Planning Manager - Blueprint Intergovernmental Agency; Kevin Graham, Executive Director, FSU Real Estate Foundation

1. Call to Order

The meeting was called to order at 2:02pm.

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Draft Meeting Minutes, September 27, 2017

Kim Williams offered a motion to approve the meeting minutes of September 27, 2017. April Salter seconded the motion, which passed unanimously.

6. FSU/Airport Gateway Presentation

Kevin Graham, Executive Director FSU Real Estate Foundation, presented information related to FSU's contribution to the Airport Gateway Project, and sought feedback from the LCRDA Executive Committee. He explained the project history, costs, funding, routes, and community concerns, and addressed questions from the attendees.

Kim Williams offered a motion to provide a letter of support for the Gateway Project to Blueprint, with a copy to the Commissioners, on behalf of the Leon County Research and Development Authority Board of Governors in advance of the December 5, 2017 Blueprint Intergovernmental Agency Board meeting. Anne Longman seconded the motion which passed unanimously.

Shawnta Friday Stroud joined the meeting at 3:50pm. Ben Pingree, Autumn Calder, and Kevin Graham left the meeting at 4:10pm.

7. Chair's Report

None.

8. Director of Programs and Communications Report

Denise Bilbow reported that TechTopics will be held on Nov. 15, 2017 as part of Tallahassee Startup Week / E-month. EEP schedule for spring 2018 is set and registration is open. The media book is in draft form. Chair Dave Ramsay encouraged planning for a community event to be held in the Park.

9. Executive Director's Report

Ron Miller reported that Bing Energy checks have been received. The Development Review Committee will consider the Mag lab housing plans on Nov. 14, 2017. Audit process has begun, and the Investment Advisory Committee will meet Nov. 20, 2017. Applications are being currently received for the new Director of Entrepreneurship position.

10. New Business

Attendance at the Dec. 5, 2017 Blueprint/IA meeting by the Board of Governor members is encouraged.

11. Adjourn

The meeting was adjourned at 4:48pm.

Leon County Research and Development Authority

Executive Committee Meeting

Knight Administrative Centre

1736 W Paul Dirac Drive 32310

Thursday, March 8, 2018, 11:00am

Report

Members in Attendance: Chair Dave Ramsay, Immediate Past Chair Anne Longman, Vice Chair Kim Williams, Member at Large Kristin Dozier, Treasurer April Salter.

Members Absent: None.

Others in Attendance: Ron Miller, Executive Director; Michael Tentnowski, Director of Entrepreneurship; Denise Bilbow, Director of Programs and Communications; Peggy Bielby, Administrative Coordinator.

1. Call to Order

The meeting was called to order at 11:13am.

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Draft Meeting Minutes: November 6, 2017

April Salter offered a motion to approve the meeting minutes of November 6, 2017. Kristin Dozier seconded the motion which passed unanimously.

6. Audit Report, Fiscal Year 2016-17

Staff requests the Executive Committee approve the Audited Financial Statements for fiscal year 2016-2017, as recommended by the Audit Committee, and direct the item be placed on the consent agenda for ratification by the Board at its next meeting.

April Salter offered a motion to approve the Audited Financial Statements for fiscal year 2016-17, as recommended by the Audit committee and to place the item on the consent agenda for ratification by the Board at its next meeting. Anne Longman seconded the motion which passed unanimously.

7. Morgan Building Lease: FSU IT Services

Staff requests approval of a standard form university lease with Florida State University Board of Trustees for approximately 11,145 sf (subject to final measurement) in the Morgan Building at \$16.60 per square foot. The term of the lease is expected to be between 9 and 12 months with an option to continue on a month-to-month basis by mutual agreement of the parties. Other than ordinary repairs,

no significant renovations will be made, and FSU will be responsible for data/communications related improvements and any other costs related to the relocation.

Dave Ramsay recommended that because the Park will soon be at almost 100 percent occupancy, the Park lease rate be re-evaluated soon for all properties. Ron Miller asked that the motion be amended to allow him to address minor deviations in the terms of the agreement as it becomes finalized, subject to approval by the Chair.

Anne Longman offered a motion, as amended, to approve the lease. Kristin Dozier seconded the motion, which passed unanimously.

8. Trail Agreement

Staff requests approval to enter into an agreement with Leon County for the design, permitting, and construction of the Central Pond Trail substantially in the form of the draft agreement. The contract includes an estimated project cost of \$147,923.61 plus a contingency allowance of \$36,980.90, for a total estimated cost of \$184,904.51. The Authority will be liable for the actual cost of the project. It will have the opportunity to cancel the project after the design phase but would be liable for the design phase costs. The County's administrative fee included in the total cost is \$1,921.09, or 2% of the Construction Cost. The agreement is subject to approval by the Leon County Board of County Commissioners at its March 27, 2018 meeting.

Kristin Dozier recused herself from the discussion and the vote on this item. Form 8B Memorandum of Voting Conflict for County Municipal and Other Public Officers is incorporated as part of these minutes.

Anne Longman offered a motion to approve the agreement. Kim Williams seconded the motion which passed 4-0 with one recusal.

9. Director of Entrepreneurship-Michael Tentnowski

Director of Entrepreneurship Michal Tentnowski introduced himself, provided his first impressions, and summarized his community meetings to date, as well as his objectives, actions, and timeline.

The Executive Committee reviewed and discussed the FSU/Airport Gateway project update.

10. Chair's Report

Dave Ramsay reported on the Fact-Finding Tour on February 23, 2018 to the UF Sid Martin Biotechnology Institute and UF Innovate | The Hub, that was led by Mark Long, Director of UF Incubation Services. The Board of Governor members who participated in the tour did not discuss, review, or consider any issues reasonably expected to come before the Board for a vote. Participants on the tour, including several community members, provided their post-tour comments and observations in writing to Ron Miller, and he will share the unattributed comments.

The nominations for the Board of Governors: three current positions expire Sept. 30, 2018. The Executive Committee discussed increasing the Board membership from 11 to 13, and/or strategically appointing community members to work groups or advisory committees. Ron will ascertain if all three are interested in serving another 4-year term and place an item on the next Board of Governor's meeting agenda for discussion.

On March 15, 2018 Dave will host a Past Chairs Coffee for past LCRDA Chairs and invited past Board members to thank them for their former service and provide an update on the current plans for Innovation Park. Members of the current Board of Governors are welcome to attend.

11. Executive Director's Report

Ron Miller provided an update on prospects for the Collins and Morgan Buildings. The FSU Center for Biomedical and Toxicological Research lease was renewed under the same terms. Landscaping services, a value of less than \$50,000, is currently being bid in accordance with the Authority's Purchasing Policy. Property Management is due for an RFP and Ron will begin the process. The FAMU EDA Grant Agreement terms are being discussed. Restroom renovations at the Morgan Building and Fuqua Atrium are underway with NAI TALCOR managing the process as a repair.

For the General Counsel contract, the Board directed an RFQ and policy requires a review of contracts every three years. Ron stated that current general counsel is cost conscious, well informed, and available. The Executive Committee agreed that an RFQ was not needed at this time.

Anne Longman offered a motion to recommend to the Board that it retain general counsel for another year. Kim Williams seconded the motion, which passed unanimously.

Kim Williams left the meeting at 1:16pm.

12. Director of Programs and Communications Report

Denise Bilbow reported that the new Innovation Park website is launched and the former LCRDA.org website has been consolidated into it. Full color booklets are available; OEV and the airport are also distributing them. TechTopics on March 28, 2018 will be held at HPMI. Tech Grant applications are due, Pitch Night is May 16 at Goodwood, and sponsorships are currently being accepted.

13. New Business

None.

14. Adjourn

The meeting was adjourned at 1:32pm.

Leon County Research and Development Authority
Treasurer's Report
December 7, 2017

The following is a summary of the more significant items relating to financial position, financial operations, and the budget for the months ending September 30, 2017 and October 31, 2017 and the fiscal year for 12 months through September 30, 2017.

1) Balance Sheet

<u>Changes for the month:</u>	<u>Increase/ (Decrease)</u>	
	<u>9/30/17</u>	<u>10/31/17</u>
Operating cash	(\$ 8,588)	\$ 9,161
Receivables ¹	\$ 59,027	(\$ 23,838)
Property ²	\$ 3,170	\$ 1,440
Accumulated depreciation and amortization	(\$ 12,797)	(\$ 24,029)
Investments	\$ 5,516	\$ 5,252
Total assets	\$ 41,329	(\$ 11,079)
Total liabilities	\$ 1,642	\$ 7,820
Total capital	\$ 39,687	(\$ 18,899)

¹ 9/30 Bing bankruptcy admin claim recovery \$43,714--\$6k paid in October, balance in November; FSU Anthropology (\$15k) 1 month behind—statement address issue resolved and caught up in October

² 9/30 Johnson Building 1.5-ton HVAC unit; 10/31 Outdoor smoking area tables

2) Income Statement

	<u>Month</u>		<u>12 Months</u>
	<u>9/30/17</u>	<u>10/31/17</u>	<u>9/30/17</u>
Interest income	\$ 5,232	\$ 5,164	\$ 51,549
Net operating income (loss) ¹ <i>(before depreciation and amortization expense)</i>	\$52,484	\$ 5,130	\$ 3,347
Less: Depreciation and amort. expense	(\$12,797)	(\$24,029)	(\$ 286,662)
Net income (loss)	\$39,687	(\$18,899)	(\$ 283,314)

¹ 9/30 Bing claim recovery \$43,714

3) Cash Flow Statement

<u>Operating Cash</u>	
Beginning balance	\$ 138,892
Net change	<u>574</u>
Ending balance 10/31/17	<u>\$ 139,466</u>

Operating cash is adequate to meet current cash disbursement needs. Cash balances will increase with additional rents to be collected beginning in September, collection of past due A/R balances, collection of CAM in November, and a return to more normal lower operating expenses in future months. Will continue to monitor bank balance and transfer funds from investments if it becomes necessary. Also, the remaining Bing claim recovery of \$38k was received in November.

4) Budget Comparison Statement (12 months through 9/30/17)

a) Revenues:

Revenue Variances Year-to-Date	
Actual	\$ 768,125
Budgeted	<u>704,305</u>
Variance Favorable (Unfavorable)	<u>\$ 63,817</u>

Variance breakdown:

Rent ¹	\$ 88,877
Interest income	11,949
EEP program revenue ²	(38,800)
Other program revenue	250
All other	<u>1,541</u>
Variance Favorable (Unfavorable)	<u>\$ 63,817</u>

¹. Added NWRDC space (\$22k), FSU Anthropology (\$30k), Bing license fee recovery (\$37K)

². Budgeted external/legislative funding was not awarded; escrowed funds consisting of previously recognized revenue being used to fund shortfall

b) Operating Expenses (before Depreciation and Amortization):

Operating Expenses Year-to-Date	
Budgeted	\$ 788,469
Actual	<u>764,774</u>
Variance Favorable (Unfavorable)	<u>\$ 23,695</u>

Operating Expense Variances (Year-to-Date)	Favorable/ (Unfavorable)
Payroll ¹	(\$ 8,937)
Utilities	2,440
Repairs/Maintenance	3,179
Cleaning & Improvements	4,529
Services	4,824
Property Administration ²	<u>17,660</u>
Total Favorable Variance	<u>\$ 23,695</u>

¹. Non-cash year-end leave accrual is not budgeted (\$6.5k unfavorable); Board approved ED salary in excess of budget (\$2.1k unfavorable).

². EEP program director contract start date changed from October 1 to December 1 which deferred budgeted expense (\$6.7k favorable) — budget was based on expected October start date; unspent Tech Grant funds were returned to the Authority (\$3.9k favorable); legal fees (\$6.3k favorable).

Respectfully submitted,
April Salter, Treasurer

Leon County Research and Development Authority

Treasurer's Report

April 5, 2018

Attachment C2
Page 1 of 2

The following is a summary of the more significant items relating to financial position, financial operations, and the budget:

For the months ending	11/30/2017	12/31/2017	1/31/2018	2/28/2018
and the year-to-date through			5 months thru	2/28/2018

1) Balance Sheet

Changes for the month:	Increase/ (Decrease)			
	11/30/2017	12/31/2017	1/31/2018	2/28/2018
Operating cash	\$ 43,973	\$ 35,610	\$ (30,307)	\$ 17,369
Receivables ¹	\$ (33,668)	\$ (25,172)	\$ 28,691	\$ (14,136)
Property ²	\$ -	\$ -	\$ 9,760	\$ 1,020
Accumulated depreciation and amortization	\$ (24,029)	\$ (24,029)	\$ (23,429)	\$ (23,429)
Investments	\$ 5,124	\$ 5,425	\$ 5,641	\$ 5,296
Total assets	\$ (8,153)	\$ (9,658)	\$ (9,885)	\$ (15,372)
Total liabilities	\$ 473	\$ (6,300)	\$ (5,201)	\$ 6,640
Total capital	\$ (8,626)	\$ (3,358)	\$ (4,685)	\$ (22,012)

¹ Fluctuation due principally to collections of CAM billed in November. Still working to collect balance of FSU CAM \$18k. Sunnyland balance due of \$8,617.64 collected in March.

² 1/18-HVAC Unit in Johnson; 2/18 computer for new position.

2) Income Statement

	YTD	Month			
	2/28/2018	11/30/2017	12/31/2017	1/31/2018	2/28/2018
Interest income	\$ 26,352	\$ 5,348	\$ 5,541	\$ 5,297	\$ 5,001
Net operating income (loss) ¹ <i>(before depreciation & amort.)</i>	\$ 61,365	\$ 15,403	\$ 20,671	\$ 18,744	\$ 1,417
Less: Depreciation & amort.	(118,944)	(24,029)	(24,029)	(23,429)	(23,429)
Net income (loss)	\$ (57,579)	\$ (8,626)	\$ (3,358)	\$ (4,685)	\$ (22,012)

¹ 2/18-Director of Entrepreneurship position started 1/29/18 (\$10k with relocation);
Audit fees (\$4k)

3) Cash Flow Statement

	Operating Cash			
	11/30/2017	12/31/2017	1/31/2018	2/28/2018
Beginning balance	\$ 139,466	\$ 183,440	\$ 219,049	\$ 188,743
Net change	43,974	35,610	(30,307)	17,369
Ending balance 2/28/2018	\$ 183,440	\$ 219,049	\$ 188,743	\$ 206,112

Operating cash is adequate to meet current cash disbursement needs.

Leon County Research and Development Authority
Treasurer's Report
April 5, 2018

4) Budget Comparison Statement

a) Revenues:

Revenue Variances Year-to-Date thru: 2/28/2018	
Actual	\$ 372,963
Budgeted	386,487
Variance Favorable (Unfavorable)	<u>\$ (13,523)</u>

Variance breakdown:

Rent	\$ (138)
Interest income	2,692
EEP program revenue ¹	(15,000)
Other program revenue	(500)
All other	(577)
Variance Favorable (Unfavorable)	<u>\$ (13,523)</u>

¹ Working with FAMU on contract for receipt of \$15k grant funds awarded

b) Operating Expenses (before Depreciation and Amortization):

Operating Expenses Year-to-Date thru: 2/28/2018	
Budgeted	\$ 360,592
Actual	311,599
Variance Favorable (Unfavorable)	<u>\$ 48,994</u>

Operating Expense Variances	Favorable/ (Unfavorable)
Year-to-Date thru: 2/28/2018	
Payroll ¹	\$ 12,619
Utilities	3,403
Repairs/Maintenance	13,328
Cleaning & Improvements	2,000
Services	1,945
Property Administration ²	15,699
Total Favorable Variance	<u>\$ 48,994</u>

¹ Director of entrepreneurship started one month later than expected (\$11k)

² Legal fees \$7.4k favorable; Other program fees (Tech Grant) not yet expended \$3.4k; Travel not yet expended \$3.7k favorable.

Respectfully submitted,
April Salter, Treasurer

**Leon County Research and Development Authority
Investment Advisory Committee Meeting**

Knight Administrative Centre
1736 West Paul Dirac Drive
Tallahassee, FL 32310

November 20, 2017
3:00pm

Report

Members Present: Kim Williams, Chair; Kim Dixon, James Francis, David Reid

Members Absent: William Giudice, Jordan Steffens (nonvoting)

Guests: Ron Miller, LCRDA Executive Director; Peggy Bielby, LCRDA Administrative Coordinator

1. Call to Order
The meeting was called to order at 3:10pm.
2. Introduction of Members and Guests
All present introduced themselves.
3. Public Comment
None.
4. Approval of the Meeting Minutes: November 17, 2016
Kim Dixon offered a motion to approve the November 17, 2016 meeting minutes. James Francis seconded the motion which passed unanimously.
5. Annual Review of Investment Advisory Committee Charter
The IAC Charter requires the committee review and assess the adequacy of the Investment Advisory Committee Charter annually requesting Board approval for proposed changes. Ron Miller provided an overview of the IAC Charter as revised June 2, 2016. The Committee agreed that no changes were needed at this time.
6. Annual Review of Investment Policy
The IAC Charter requires the committee review the Authority's investment policy, objectives and guidelines, including risk tolerance, at least annually, presenting to the Board recommendations for any additions, deletions, or modifications. Ron Miller will investigate the statutory authority for investing in money market funds that hold derivatives, as addressed in the LCRDA Investment Policy No. 11-05, section VIII, paragraph D.
7. Investment Performance FY 2016-17
\$530,000 was moved from Florida Prime to SPIA. Total capital expenditures for the year are expected to be approximately \$2 million. For the FY the yield was 1.324%.
8. Financial Statements FY 2016-17
The draft statements are unaudited because they are before GASB 68 adjustments which will not be available until December 2017. Accounts receivable are up due to the Bing Energy bankruptcy payment. Lease revenue is up due to the FSU Anthropology Department lease of the Johnson Building.

9. Budget Review FY 2017-18

The budget includes additional rental revenue, and the Operating Expenses include the addition of a new employee: Director of Entrepreneurship, which will include running the Entrepreneurial Excellence Program. Capital Expenditure for the Collins renovation is budgeted for \$1.8 million.

10. Executive Director Update

Ron Miller provided a status update regarding progress executing the LCRDA strategic plan.

11. New Business

None.

12. Adjourn

The meeting was adjourned at 4:07pm.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending February 28, 2018

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 897,320.54	\$ 1,231.91	\$ -	\$ -	\$ 898,552.45	1.790%
SPIA	3,044,440.93	3,753.16	-	-	3,048,194.09	1.617%
	<u>\$ 3,941,761.47</u>	<u>\$ 4,985.07</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,946,746.54</u>	<u>1.518%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 5,572.32	\$ -	\$ -	\$ 898,552.45	1.509%
SPIA	3,027,497.86	20,696.23	-	-	3,048,194.09	1.649%
	<u>\$ 3,920,477.99</u>	<u>\$ 26,268.55</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,946,746.54</u>	<u>1.608%</u>

Investments Limited as to Use (Capital Improvement Fund)
Unrestricted Investments

\$ 1,400,000.00
\$ 2,546,746.54

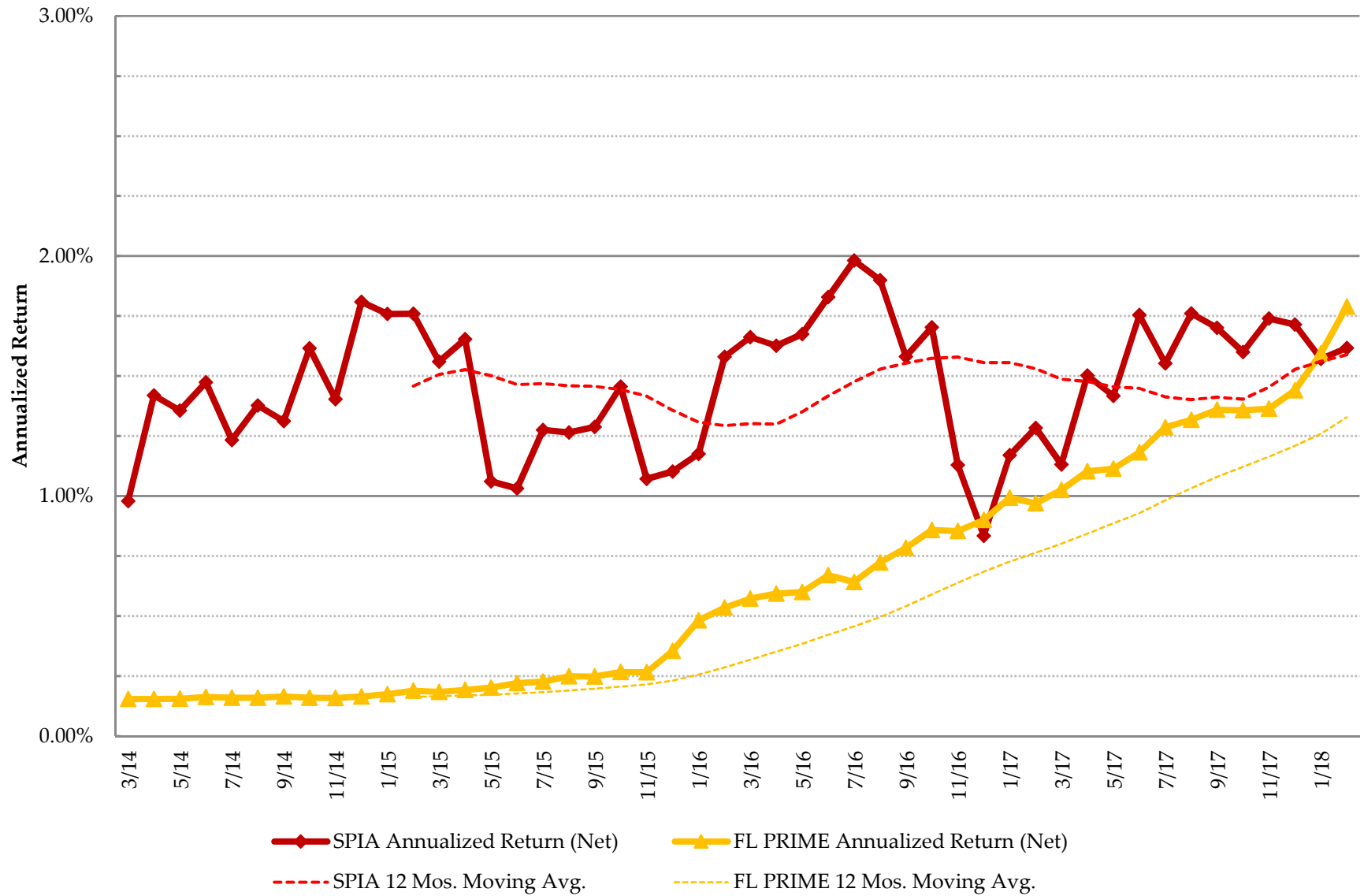
NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

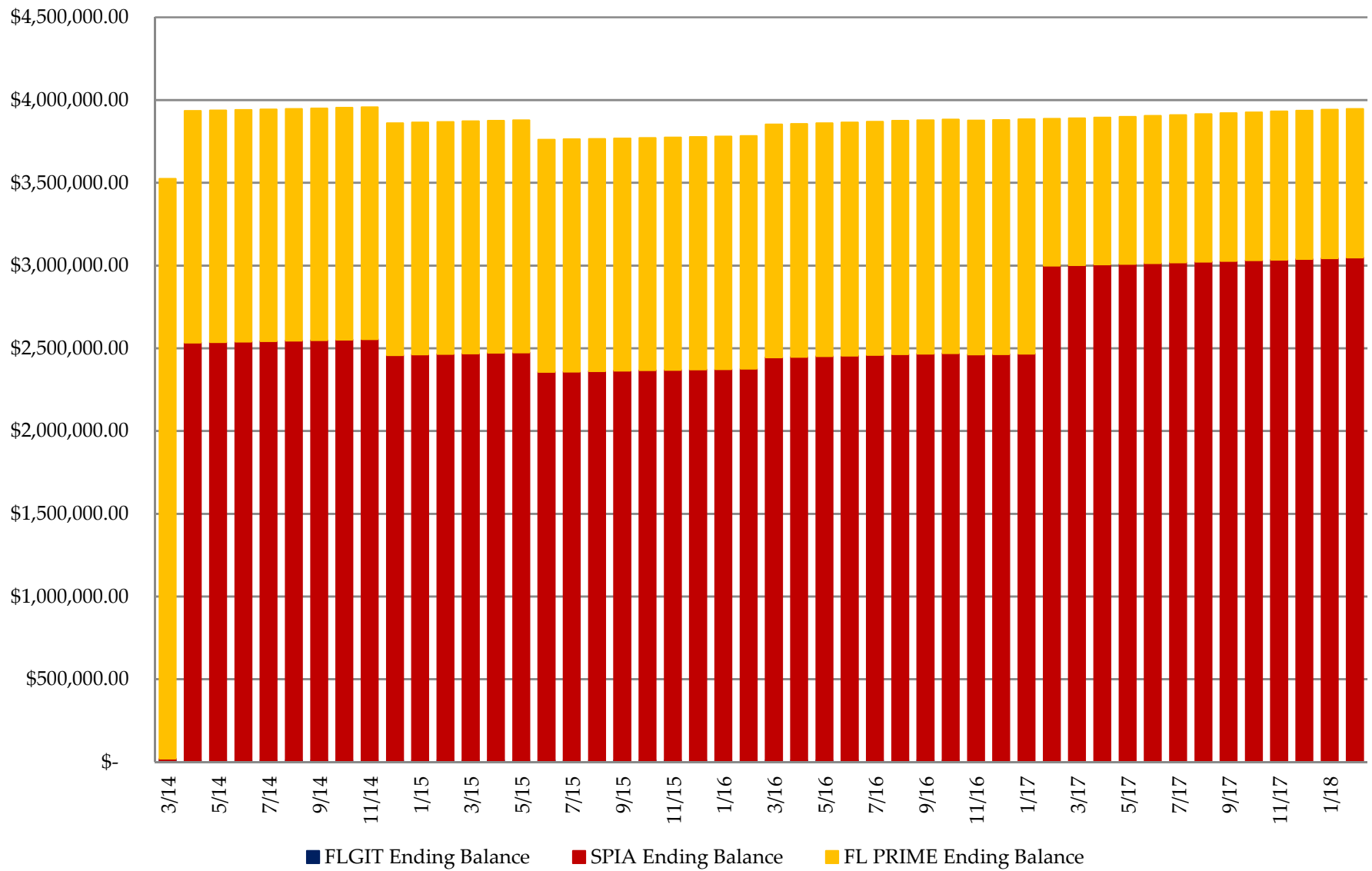
SECURITY DESCRIPTIONS:

- FL PRIME - SBA Florida Prime - The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAM by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.
- SPIA – Florida Treasury Special Purpose Investment Trust – The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). Component units of the State, Universities, or Colleges that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This “barbell” investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.

Leon County Research & Development Authority Investment Yield



Leon County Research & Development Authority Investments Balances



LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending January 31, 2018

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 896,106.81	\$ 1,213.73	\$ -	\$ -	\$ 897,320.54	1.595%
SPIA	3,040,377.27	4,063.66	-	-	3,044,440.93	1.571%
	<u>\$ 3,936,484.08</u>	<u>\$ 5,277.39</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,941,761.47</u>	<u>1.609%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 4,340.41	\$ -	\$ -	\$ 897,320.54	1.439%
SPIA	3,027,497.86	16,943.07	-	-	3,044,440.93	1.657%
	<u>\$ 3,920,477.99</u>	<u>\$ 21,283.48</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,941,761.47</u>	<u>1.629%</u>

Investments Limited as to Use (Capital Improvement Fund)
Unrestricted Investments

\$ 1,400,000.00
\$ 2,541,761.47

NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending December 31, 2017

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 895,012.00	\$ 1,094.81	\$ -	\$ -	\$ 896,106.81	1.440%
SPIA	3,035,949.84	4,427.43	-	-	3,040,377.27	1.715%
	<u>\$ 3,930,961.84</u>	<u>\$ 5,522.24</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,936,484.08</u>	<u>1.686%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 3,126.68	\$ -	\$ -	\$ 896,106.81	1.387%
SPIA	3,027,497.86	12,879.41	-	-	3,040,377.27	1.685%
	<u>\$ 3,920,477.99</u>	<u>\$ 16,006.09</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,936,484.08</u>	<u>1.633%</u>

Investments Limited as to Use (Capital Improvement Fund)	\$ 1,400,000.00
Unrestricted Investments	\$ 2,536,484.08

NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending November 30, 2017

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 894,009.89	\$ 1,002.11	\$ -	\$ -	\$ 895,012.00	1.364%
SPIA	3,031,619.41	4,330.43	-	-	3,035,949.84	1.740%
	<u>\$ 3,925,629.30</u>	<u>\$ 5,332.54</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,930,961.84</u>	<u>1.630%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 2,031.87	\$ -	\$ -	\$ 895,012.00	1.361%
SPIA	3,027,497.86	8,451.98	-	-	3,035,949.84	1.670%
	<u>\$ 3,920,477.99</u>	<u>\$ 10,483.85</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,930,961.84</u>	<u>1.604%</u>

Investments Limited as to Use (Capital Improvement Fund)	\$ 1,400,000.00
Unrestricted Investments	\$ 2,530,961.84

NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending October 31, 2017

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 1,029.76	\$ -	\$ -	\$ 894,009.89	1.358%
SPIA	3,027,497.86	4,121.55	-	-	3,031,619.41	1.601%
	<u>\$ 3,920,477.99</u>	<u>\$ 5,151.31</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,925,629.30</u>	<u>1.577%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 892,980.13	\$ 1,029.76	\$ -	\$ -	\$ 894,009.89	1.358%
SPIA	3,027,497.86	4,121.55	-	-	3,031,619.41	1.601%
	<u>\$ 3,920,477.99</u>	<u>\$ 5,151.31</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,925,629.30</u>	<u>1.577%</u>

Investments Limited as to Use (Capital Improvement Fund)	\$ 1,400,000.00
Unrestricted Investments	\$ 2,525,629.30

NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending September 30, 2017

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 891,983.07	\$ 997.06	\$ -	\$ -	\$ 892,980.13	1.360%
SPIA	3,023,275.83	4,222.03	-	-	3,027,497.86	1.701%
FLGIT	-	-	-	-	-	0.000%
	\$ 3,915,258.90	\$ 5,219.09	\$ -	\$ -	\$ 3,920,477.99	1.600%

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 1,411,609.01	\$ 11,371.12	\$ -	\$ 530,000.00	\$ 892,980.13	1.080%
SPIA	2,457,505.63	39,992.23	530,000.00	-	3,027,497.86	1.412%
FLGIT	9,604.84	(25.88)	-	9,578.96	-	-1.616%
	\$ 3,878,719.48	\$ 51,337.47	\$ 530,000.00	\$ 539,578.96	\$ 3,920,477.99	1.324%
Investments Limited as to Use (Capital Improvement Fund)					\$ 1,400,000.00	
Unrestricted Investments					\$ 2,520,477.99	

NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

11/16 Liquidated remaining investment in FLGIT

02/17 Transferred \$530,000 from FL PRIME to SPIA as directed by Investment Advisory Committee

Note: Security descriptions shown on reverse

Leon County Research and Development Authority
Development Review Committee
Knight Administrative Centre
1736 West Paul Dirac Drive
Tallahassee, FL 32310
Tuesday, October 17, 2017 3:00pm

Report

Members in Attendance: Patrick Hoy, Cheryl McCall, Ron Miller

Members not In Attendance: Greg Harden, Kimberly Strobel-Ball

Guests: Peggy Bielby (LCRDA staff); Chris Neil (Danfoss)

1. Call to Order
The meeting was called to order at 3:00pm.
2. Introduction of Guests
All present introduced themselves.
3. Modifications to the Agenda
None.
4. Public Comment
None.
5. Approval of Minutes, August 9, 2016 DRC Meeting

Patrick Hoy offered a motion to approve the August 9, 2016 minutes. Cheryl McCall seconded the motion which passed unanimously.

6. Danfoss Fence Request
The Committee reviewed site photos and the placement of the partially constructed black 6-foot tall vinyl chain link fence. After discussion, the Committee agreed to approve the construction of the fence as described on the submitted plan subject to the following:
 1. All remaining old fencing along Roberts Avenue must be removed;
 2. The fence at the corner at Roberts Avenue and North Paul Dirac must be relocated and pulled back behind the landscaping in order to provide an unobstructed view of the Innovation Park monument sign from Roberts Road;
 3. The fence must be located behind the landscaping along North Paul Dirac Drive on the west side of the property, and along East Paul Dirac on the south side of the property;
 4. No driveway gates shall be installed at this time. Danfoss will submit to the DRC any future plans for approval prior for the installation of any driveway gates. Such plans shall address vehicle queuing requirements.

Patrick Hoy offered a motion to approve the plan as modified. Cheryl McCall seconded the motion which passed unanimously.

7. Innovation Park Update

Ron Miller presented the Strategic Plan update to the committee members.

8. New Business

None.

9. Adjourn

The meeting was adjourned at 3:50pm.

Leon County Research and Development Authority
Development Review Committee
Knight Administrative Centre
1736 W Paul Dirac Drive 32310
Tuesday, November 14, 2017, 9:00 a.m.

Report

Members in Attendance: Ron Miller, Greg Harden, Cheryl McCall, Ron Miller, Kimberly Strobel-Ball

Members not in Attendance: Patrick Hoy

Guests: Carson Mitchell, Sean Mitchell, Mary Jo Spector, (FSU); Paul Davidson (David H. Melvin, Inc. Consulting Engineers); Peggy Bielby (LCRDA staff)

1. Call to order

The meeting was called to order at 8:55am

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Minutes, October 17, 2017

Cheryl McCall offered a motion to approve the October 17, 2017 minutes. Greg Harden seconded the motion which passed unanimously

6. National High Magnetic Field Laboratory (Mag Lab) Short stay facility

Mary Jo Spector stated that Florida State University is requesting approval of its project to create a short stay facility for Mag Lab users staying one week or less. By providing a small-scale hotel, users can stay in close proximity to their research, allowing them to maximize the time spent at the Mag Lab. The 4,352sf two-story facility (covering 2,352 of ground) will contain 8 hotel-type rooms, capable of housing up to 12 persons. In addition to the bedrooms, it will contain common kitchen, dining, and work areas. The facility will be located on the north side of the Mag Lab, facing the lake. It will be connected directly to the Mag Lab lobby and will be managed and maintained by the Mag Lab. The construction will be done in one phase is expected to take about 9 months. It will begin in April, 2018 with occupancy in January 2019.

Greg Harden offered a motion to approve the project as presented, subject to the following additional considerations:

1. The final exterior shall be cool tone, neutral metallic colors complementary to the rest of the existing facility with final color choices provided to the Authority.

2. The exterior patio addition presented is approved, but it is agreed that construction is subject to the final bid being within budget constraints.

3. There is no additional outside lighting proposed with the project, but additional security lighting for the patio will be considered.

4. The use of the addition shall be consistent with the public purpose requirements of the land lease, and not for general public access.

Kim Strobel-Ball seconded the motion which passed unanimously.

7. New Business

None.

8. Adjourn

The meeting was adjourned at 9:27am.

**Leon County Research and Development Authority
Development Review Committee**

Knight Administrative Centre
1736 W Paul Dirac Drive 32310
Tuesday, March 13, 2018, 9:00 am

Report

Members in Attendance: Ron Miller, Greg Harden, Cheryl McCall, Ron Miller

Members not in Attendance: Patrick Hoy, Kimberly Strobel-Ball

Guests: Carson Mitchell (DEP) Chris Neal (Danfoss), Peggy Bielby (LCRDA staff). Via Skype: Levi Sciara, Jennifer Carr, Brian Biggs (Gresham Smith and Partners)

1. Call to order

The meeting was called to order at 9:05am.

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Minutes, November 14, 2017

Greg Harden offered a motion to approve the November 14, 2017 minutes. Cheryl McCall seconded the motion which passed unanimously.

6. Danfoss Turbocor Phase B and D Expansion

Danfoss Turbocor requests approval of its project to complete a multi-phased expansion of its corporate headquarters and manufacturing facility. Phase B includes a 20,750 GSF expansion of the office area with exhibit and training space. Phase D includes supplemental parking across North Paul Dirac Drive from the existing facility. The construction will begin in second quarter 2018 with construction completed in second quarter 2019.

Greg Harden presented a City of Tallahassee Growth Management Department Memorandum that set forth Recommended Conditions of Approval and Permitting Comments.

Cheryl McCall offered a motion to approve the project as presented, subject to the additional considerations as set forth in the City of Tallahassee Growth Management Memorandum. Greg Harden seconded the motion which passed unanimously.

7. New Business

None.

8. Adjourn

The meeting was adjourned at 9:25am.

Leon County Research and Development Authority
Audit Committee Meeting
Knight Administrative Centre
1736 West Paul Dirac Drive
Tallahassee, Florida

October 31, 2017
2:00 p.m.

Report

Members in Attendance: Dustin Daniels (Chair), Keith Bowers, Eric Holmes, Kimberly Moore

Members Not In Attendance: Paul Dean, April Salter

Guests: Kristy Bennett, Anna Carr, Stephanie Shoulet (NAI Talcor); Allison Harrell, (Thomas Howell Ferguson, CPA), Ron Miller, Peggy Bielby (LCRDA staff)

1. Call to Order

Chair Dustin Daniels called the meeting to order at 2:09pm

2. Agenda Modifications

Agenda Item 7a date should be November 13, 2017.

3. Public Comment

None.

4. Approval of the Audit Committee Meeting Minutes:

March 21, 2017 and June 22, 2017

Kim Moore offered a motion to approve the March 21, 2017 and June 22, 2017 meeting minutes. Keith Bowers seconded the motion, which passed unanimously.

5. Review of Audit Committee Charter

Review of audit committee role and responsibilities.

Ron Miller reviewed the Audit Committee roles and responsibilities as set forth in the Audit Committee Charter.

6. Audit Planning Discussion

Discussion of prior audit problems, the audit schedule, any changes in operations and procedures, special audit risks, potential issues identified by accounting staff and management, and or any other pre-audit concerns by the Audit Committee or the auditor.

Ron Miller noted updates to the Policies and Procedures and presented the Preliminary Audit Schedule. Chair Dustin Daniels commented that sometime in the future the Committee should look at a policy that limits the number of times an auditing firm can be retained, and review and compare the practices of similarly governed bodies. Ron Miller acknowledged that he has this on his list to complete. Chair noted that there is no urgency to complete this given the term of the existing auditor's contract.

7. Preliminary Audit Schedule

- a. Begin field work: November 13, 2017
- b. Preliminary draft report to Executive Director: December 18, 2017
- c. Final Draft Report for Audit Committee Packet: January 9, 2018
- d. Audit Committee Meeting: January 16, 2018
- e. Executive Committee Meeting: January 24, 2018
- f. Board of Governors Review and Approval: February 1, 2018

Note: Final schedule dependent on availability of FRS disclosure information, and final committee scheduling.

8. New Business

None.

9. Adjourn

The meeting adjourned at 2:26pm.

Next Audit Committee Meeting:

TBD

Leon County Research and Development Authority
Audit Committee Meeting
Knight Administrative Centre
1736 West Paul Dirac Drive
Tallahassee, Florida

February 27, 2018
10:00am

Report

Members in Attendance: Dustin Daniels (Chair), Keith Bowers, Paul Dean, Eric Holmes, Kimberly Moore, April Salter.

Members Not in Attendance: None.

Guests: Kristy Bennett, Anna Carr (NAI Talcor); Allison Harrell, Leigh Jenkins (Thomas Howell Ferguson, CPA), Ron Miller, Peggy Bielby (LCRDA staff).

1. Call to Order

Chair Dustin Daniels called the meeting to order at 10:04am.

2. Agenda Modifications

None.

3. Public Comment

None.

4. Approval of the October 31, 2017 Audit Committee Meeting Minutes:

Keith Bowers offered a motion to approve the October 31, 2017 meeting minutes. Eric Holmes seconded the motion, which passed unanimously.

Kimberly Moore joined the meeting at 10:35am.

5. Audit Presentation and Discussion

Allison Harrell presented the auditors' report. The audit was uneventful other than the delay caused by GASB 68 FRS information reporting from the state. The auditors issued an unmodified opinion, the highest level of assurance the auditors can give. The auditors had no findings or recommendations to management in its letter to management.

6. Audited Financial Statements for fiscal year 2016-2017

Paul Dean offered a motion to recommend to the Board of Governors approval of the draft Audited Financial Statements for fiscal year 2016-2017. Keith Bowers seconded the motion, which passed unanimously.

7. New Business

None.

8. Adjourn

The meeting adjourned at 10:51am.

Next Audit Committee Meeting:

TBD

STATE OF FLORIDA
COUNTY OF LEON

**INNOVATION PARK/TALLAHASSEE
LEASE AGREEMENT**

THIS LEASE is made this ____ day of _____, 2018, between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, of the County of Leon and State of Florida, created pursuant to section 159.703, Florida Statutes, (hereinafter referred to as “Landlord”) and **Florida State University Board of Trustees** a public body corporate of Florida acting for and on the behalf of the Florida State University (hereinafter referred to as “Tenant”).

WITNESSETH:

That Landlord, for and in consideration of the rents and other sums to be paid to Landlord by Tenant and the mutual covenants and agreements hereinafter mentioned to be kept and performed by Tenant, has demised and leased to Tenant, for the term and under the conditions hereinafter set out, those certain premises:

Offices comprising 11,044 square feet in the Morgan Building (“Building”), as more particularly described in Exhibit A attached hereto, located at 2035 East Paul Dirac Drive in Innovation Park/Tallahassee, Florida (“Leased Premises”).

I. TERM

TO HAVE AND TO HOLD the above described Leased Premises for a **one (1) year term** commencing on the **1st day of April, 2018 (“Effective Date”) to and including the 31st day of March, 2019.**

II. RENTAL RATE

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the above described Leased Premises for the term set out in this lease, and the Tenant agrees to pay in advance and in full on the first day of each month, without notice or demand, the sum of **Fifteen Thousand Two Hundred Seventy-Seven and 53/100 Dollars (\$ 15,277.53)** per month for the term described in Article I of this lease. The Tenants rental payment includes: any and all common area maintenance fees; janitorial services and supplies; refuse removal; lighting fixtures and bulbs; heating and air conditioning equipment and maintenance; interior and exterior maintenance (excluding damage caused by Tenant, its officers, agents or employees—normal wear and tear excepted), and; water, sewer, and electric utilities. Effective Date, as stated above, shall be adjusted to the earliest of the Effective Date as stated above, the date the Tenant begins to move in its personal property to the Leased Premises, or the date any of the Tenant’s personnel occupy the Leased Premises. In the event the Effective Date does not fall on the first day of the month, the monthly rental shall be prorated based on the days remaining in that month.

III. TELEPHONE AND DATA COMMUNICATIONS SERVICES

Tenant shall directly pay to the applicable service provider all charges for telephone and data communications assessed against or incurred in connection with the Leased Premises throughout the term set out in this lease.

IV. TAXES AND INSURANCE

(a) Tenant shall be responsible for the payment of all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the demised premises or rental payments with respect to the lease. In the event the Building is assessed ad valorem taxes, Tenant shall pay

its pro rata share of the ad valorem taxes based on the square footage Tenant occupies in the Building divided by the rentable square footage of the Building.

- (b) The parties hereby acknowledge and agree that the Tenant is an agency of the State of Florida and is thereby covered by the State Risk Management Trust Fund, pursuant to Florida law and subject to the limitations set forth in section 768.28, Florida Statutes, with general liability limits in the amount of \$200,000.00 per individual and \$300,000.00 per incident in the aggregate. Tenant shall deliver policies or certificates thereof to Landlord upon the execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance.
- (c) Landlord shall pay fire insurance premiums on the Leased Premises. Landlord shall not be liable to carry fire insurance on the person or property of Tenant or any other person or property which may now or hereafter be placed in the Leased Premises.

V. ALTERATIONS

- (a) Tenant may not make any alterations in and to the Leased Premises during the term of this lease upon first having obtained the written consent of the Landlord. Landlord shall not unreasonably withhold the consent to any such alterations.
- (b) Any and all such alterations, additions and improvements approved by Landlord shall be made without cost to Landlord, shall be made in good and workmanlike manner, in conformity with such plans and specifications as Landlord may have required and approved, and in compliance with the requirements any lender financing and all applicable permits, authorizations, building and zoning laws, and all other laws, ordinances and regulations.

VI. PROHIBITION AGAINST LIEN

Neither Tenant nor Landlord shall suffer or permit any mechanics' or materialmen's lien or other liens to arise or to be filed against the leasehold interest in the premises nor any buildings or improvements on the leased premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the leased property or any part thereof.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during the continuance of this lease shall be the sole risk of Tenant, and except for any negligence of Landlord, Landlord shall not be liable to Tenant for loss or damage to the property. Each party agrees to be liable for any and all claims, injuries, and damages arising out the negligent or wrongful acts of its officers, employees or agents.

VIII. FIRE AND OTHER HAZARDS

- (a) In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Landlord at its option may forthwith repair the damage to the Leased Premises at its own cost and expense. Landlord shall notify Tenant within 30 days after such casualty of its election to either repair the damage or terminate this Lease. The rental thereon shall cease if the Lease is terminated, or abated until the completion of such repairs and Landlord will immediately refund the pro rata part of any rentals or common area maintenance fees paid in advance by Tenant prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by Tenant, then the rental and common area maintenance fees shall abate to the extent that the injured or damaged part bears to the whole of such Leased Premises and such injury or damage shall be restored by Landlord as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term. If Landlord is unable to

- repair the damage to the Leased Premises within forty-five (45) days of the casualty, Tenant shall have the right to terminate the lease.
- (b) Landlord shall be responsible for fire protection during the term of this lease in accordance with the fires safety standards of the State Fire Marshall. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. Landlord agrees that the Leased Premises shall be available for inspection by the State Fire Marshall, prior to occupancy by Tenant, and at any reasonable time thereafter.
 - (c) Landlord will provide a security system for controlled access to the building after normal business hours, and will provide the tenant key fobs or cards for employees. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises or Building. Tenant should provide any and all security it deems necessary to protect its operations and equipment in the leased premises.

IX. EXPIRATION OF TERM

At the expiration of the term, or upon termination of the Lease in accordance with Section XXXI herein, Tenant will peaceably yield up to Landlord the Leased Premises in good order and condition, allowing for ordinary wear and tear or loss of damages resulting from Acts of God or casualty. It is understood and agreed between the parties that Tenant shall, at the request of Landlord, remove from the Leased Premises all personal property of Tenant and any and all fixtures, machinery, equipment, including communications equipment, appurtenances and appliances placed or installed on the Leased Premises by it, and Tenant shall restore the Leased Premises to as good a state of repair as they were prior to the removal. In the event the Tenant fails to peaceably yield the Leased Premises to Landlord in accordance with this Article IX, and without prejudice to any additional remedy to which Landlord may be entitled and may undertake, Tenant shall be responsible for rent and fees set forth in this Lease Agreement for the period of time during which Tenant possesses the Leased Premises.

X. SUBLETTING AND ASSIGNMENT

- (a) Tenant shall not have the right to sublet or assign all or any part of the Leased Premises except upon written consent by Landlord, which shall not be unreasonably withheld.
- (b) On any such sublease or assignment, the assignor of such leasehold interest shall not be released from liability for the performance of any covenants or other obligations to be performed under this lease on the part of Tenant. The sublessee or assignee of such leasehold interest shall expressly assume and be bound by and be liable for the performance of all of the provisions of this lease to be performed by Tenant from and after the effective date of such assignment, transfer or conveyance.

XI. RADON GAS

Landlord, pursuant to Section 404.056(5), Florida Statutes, provides the following notice to Tenant:

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 health department.

Each sublease or assignment by Tenant shall contain the radon notification required by Section 404.056(5), Florida Statutes.

XII. WAIVER OF DEFAULTS

The waiver by either party of any breach of this lease by the other party shall not be construed as waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIII. RIGHT OF LANDLORD TO INSPECT

Landlord, at all reasonable times upon reasonable notice, may enter into and upon the Leased Premises for the purposes of viewing the same and for the purpose of making any such repairs as it may be required to make under the terms of this lease.

XIV. ESTOPPEL CERTIFICATES

Either party shall at any time and from time-to-time, upon not less than twenty (20) days prior written request by the other party, execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications); and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid or are due. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the Leased Premises of Tenant, or any prospective purchaser or assignee of Landlord, or any lender or prospective assignee of any lender on the security of the leasehold estate or any part thereof.

XV. BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if Tenant shall neglect or fail to perform or observe any covenant herein contained, other than for the payment of rent, which on Tenant's part is to be performed, and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Landlord to Tenant, or if Tenant fails to vacate the premises following forty five (45) days after receipt of written notice of termination from Landlord to Tenant, or if Tenant fails to pay rent as set forth in this Lease Agreement and after notice has been by Landlord to Tenant in accordance with Chapter 83, Florida Statutes, then Landlord lawfully may, immediately, or at any time thereafter, and without further notice or demand: commence an action for possession under Chapter 83, Florida Statutes, or any other civil action.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

Tenant, upon the request of Landlord, shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by Landlord to any third person, firm or corporation, provided that Landlord will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by Landlord.

XVII. UNDERLYING LEASE

Tenant acknowledges and agrees that this lease is a sublease and Tenant accepts this lease subject to all the terms and conditions of that certain lease agreement dated January 20, 1980, by and between the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, and Landlord (the "Underlying Lease"). A copy of the Underlying Lease has been provided to Tenant prior to execution of this Lease Agreement and is by reference incorporated herein. In the event of the termination of the Underlying Lease, Tenant will upon demand of the successor to Landlord deal with such successor in the same manner as if such successor were the original Landlord hereunder. This lease is further subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the leased property.

XVIII. USE OF PREMISES

- (a) Tenant shall use the Leased Premises only for such purposes as set forth in Chapter 159, parts II and V, Florida Statutes, as well as any other applicable laws, Ordinances of the City of Tallahassee and/or Leon County, now or hereinafter made, as may be applicable to Tenant. Tenant's use and occupancy of the Leased Premises is expressly subject to the Protective Covenants of Innovation Park/Tallahassee dated February 10, 1981 recorded February 10, 1981 in Official Records Book 984, Page 2269, public records of Leon County, Florida (the "Declaration"), which covenants as they may be amended from time-to-time, are made a part hereof by reference, and any violation of the covenants shall be a default by Tenant under this lease. Tenant has represented, and Landlord has approved use of the Leased Premises for **FSU Information Technology Services offices, which Landlord has determined to be a permitted use within the meaning and intent of the Declaration.**
- (b) Tenant's use of the Leased premises shall not create levels of noise, smoke or particulate matter so as to cause a nuisance to Landlord or others near the Leased Premises. Any and all laboratories Tenant intends to use in the Leased Premises shall conform to federal, state and/or local safety standards, including but not limited to applicable OSHA standards.
- (c) Tenant's use of the Leased Premises shall be subject to any rules adopted by Innovation Park/Tallahassee.

XIX. RENEWAL

- (a) Provided Tenant is not in default of this Lease Agreement, and upon consent of Landlord, this lease shall automatically renew on a month-to-month basis for **up to twelve (12) additional one (1) month terms** upon the same terms and conditions. If Tenant desires to terminate future month-to-month renewal terms under the provisions of this Article, it shall give Landlord written notice thereof not less than thirty (30) days prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

XX. TIME IS OF THE ESSENCE

Time is of the essence of this lease, and of each provision.

XXI. SUCCESSORS IN INTEREST

Each and all of the covenants, conditions and restrictions in this lease shall inure to the benefit of and shall be binding upon the parties and the successors in interest of Landlord, and subject to the restrictions in this lease, the authorized lienors, assignees, transferees, subtenants, licensees and heirs, personal representatives and successors in interest of Tenant.

XXII. ENTIRE AGREEMENT

This lease contains the entire agreements of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this lease shall be binding or valid.

XXIII. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIV. RELATIONSHIP OF PARTIES

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any

other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

XXV. MODIFICATIONS

This lease is not subject to modifications except in writing signed by Landlord and Tenant.

XXVI. NOTICES

All notices, demands, or requests from Tenant to Landlord shall be given Landlord at: **1736 W. Paul Dirac Drive, Tallahassee, Florida 32310, or by electronic mail at rmiller@inn-park.com.** All rent and other amounts payable shall be paid to Landlord at: **NAI Talcor, 1018 Thomasville Road, Suite 200A, Tallahassee, FL 32303.** All notices, demands or requests from Landlord to Tenant shall be given to the Tenant at: **Florida State University, Finance and Administration, 214 Westcott Building, Mail Code 1320, Tallahassee, Florida 32306-1320.** Each party shall have the right, from time-to-time, to designate a different address by notice given in conformity with this Article. Notice shall be deemed to have been given upon the deposit of same in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as herein required or by electronic mail at the addresses identified herein.

XXVII. CONTROLLING LAW AND FORUM

This Lease Agreement shall be construed under the laws of Florida. Landlord and Tenant agree that any in the event either Landlord or Tenant brings any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, said action shall be brought in a court of competent jurisdiction in Leon County, Florida, and that venue for any such action is proper only in Leon County, Florida.

XXVIII. ATTORNEYS' FEES

In the event either Landlord or Tenant shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, each party shall bear its own attorneys' fees and costs.

XXIX. SECURITY DEPOSIT

Tenant shall deposit with Landlord on the signing of this lease the sum of **\$000.00** as security deposit for the performance of Tenant's obligations under this lease, including without limitation, the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease. The security deposit, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to Tenant without interest following the expiration or earlier termination of this Lease, and the vacation of the leased premises by Tenant.

XXX. USE OF COMMON AREAS

The use and occupancy by Tenant of the Leased Premises shall include the use in common with others entitled to the use of the common areas, employee parking areas, service roads, sidewalks and customer parking areas located from time to time within and around the Leased Premises (collectively referred to as the "Common Areas") provided however, the use of the Common Areas by Tenant shall be subject at all times to the regulations that may be adopted from time to time by Landlord, and the location of the Common Areas may be changed by Landlord within Landlord's sole discretion.

XXXI. SPECIAL STIPULATIONS

- (a) Tenant shall have the right to terminate this Lease Agreement without penalty in the event a State-owned building becomes available to Tenant for occupancy, and upon the giving of six (6) months advance written notice to Landlord.
- (b) Landlord acknowledges that Tenant's performance and obligation to pay under this Lease Agreement is contingent upon an annual appropriation by the Legislature and/or the availability of funds through contract or grant programs.

XXXII. DISPUTE RESOLUTION

In the event Tenant has a complaint regarding the Leased Premises or this Lease Agreement, Tenant should notify the property manager, as designated by the Landlord, in writing via electronic mail. If the property manager fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the executive director, in writing via electronic mail. If the executive director fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the Chair of the Board of Governors of the Landlord for final resolution, which shall be determined in the sole and absolute discretion of the Chair of the Board of Governors of the Landlord. This provision shall not be construed to waive any rights Tenant may have to seek legal redress for claims in the state or federal court system.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their signatures as of the date first written above.

Witness as to Tenant

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES ACTING FOR AND ON BEHALF OF FLORIDA STATE UNIVESITY

(Type or print name of witness)

Witness as to Tenant

By: _____
Kyle Clark, Vice President for Finance and Administration

(Type or print name of witness)

Witness as to Authority

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

(Type or print name of witness)

By: _____
David Ramsay, Chair

Witness as to Authority

(Type or print name of witness)

Morgan Building Lease Agreement Exhibit A
 Room Schedule

1st Floor	
Room	SF
102	444
104	325
105	159
106	150
107	160
108	42
109	518
127	336
128	150
129	392
129A	107
	2783
2nd Floor	
200	395
201	281
203	220
204	526
206	296
207	174
208	269
210	200
211	187
212	200
213	200
214	204
215	238
215A	17
219	312
220	214
221	201
222	441
222A	477
222B	51
223	139
225	229
225A	184
225B	174
225C	174
225D	176
236	339
237	583
238	114
239	109
240	114
241	107
242	127
246	133
247	109
248	235
248A	22
262	90
	8261

Total Square Ft 11044

**AGREEMENT FOR INNOVATION PARK CENTRAL POND TRAIL PROJECT
DESIGN AND CONSTRUCTION SERVICES**

THIS AGREEMENT FOR CENTRAL POND TRAIL PROJECT DESIGN AND CONSTRUCTION SERVICES (“Agreement”) dated this ____ day of March 2018, is made and entered into by and between the LEON COUNTY, Florida, a charter county and political subdivision of the State (“County”) and the Leon County Research & Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes (“Authority”).

RECITALS

WHEREAS, the County has agreed to survey, design, permit and construct the Central Pond Trail to be located at the Innovation Park, Leon County, Florida; and

WHEREAS, the County has identified a need and paramount public purpose to perform survey, design and construction services for the Central Pond Trail Project; and

WHEREAS, the Authority has determined that it would be in its members best interests to be able to utilize the services of the County for the survey, design and construction services related to the Central Pond Trail Project; and

WHEREAS, the County and the Authority desire to reduce their agreement related to the Central Pond Trail Project into writing.

NOW, THEREFORE, in consideration of the Recitals set forth above and the following mutual covenants and promises, the sufficiency of same being acknowledged hereby, the Parties agree as follows:

Section 1. Services to be Provided. The County hereby agrees to provide to the Authority services related to the survey, design, acquisition of permits and construction required, including the construction for the Central Pond Trail Project (“Project”) in accordance with the

Central Pond Trail Conceptual Plan, attached here to as Exhibit A, and the Preliminary Estimate Central Pond Trail, attached hereto as Exhibit B.

Section 2. Term and Project Schedule.

a. Term. The effective date of this Agreement is the last date upon which the County and the Authority fully execute the Agreement. This Agreement shall commence on the effective date and, except as otherwise provided herein or as may be required to give effect to the provisions hereof, shall terminate when the Project is complete, the Authority has notified the County of its final acceptance of the Project and all performance by each Party required hereunder is complete.

b. Project Schedule.

1. Initial Project Schedule. The County will develop a Project Schedule, which indicates in detail all of the tasks (including but not limited to the plans and specifications, survey, acquisition of permits, construction, etc.) to be performed by the County under this Agreement, the dates such tasks shall be completed, and a final completion date for the Project consistent with the provisions of Section 3. The Project Schedule shall be submitted on or before forty-five (45) days following the effective date to the Authority for review and approval, which approval shall not be unreasonably withheld or delayed. The County and the Authority agree to work in good faith to resolve any comments or concerns raised by the Authority.

2. Updated Project Schedule. The Project Schedule shall be updated periodically and submitted from the project manager designated by the County to the designated representative of the Authority as necessary, for the Authority's review and approval, which approval shall not be unreasonably withheld or delayed. The Updated Project Schedule shall include the actual completion dates of each of the tasks identified in Section 2.b.1. above. Notwithstanding the foregoing, the Project shall be completed within the time period set forth in Section 3.

Section 3. Time for Completion. The County shall issue a notice to proceed with design services no later than ninety (90) days following the Effective Date. The construction services to be rendered by the County shall be commenced on the date of the issuance of a notice to proceed issued by the County, with a copy being provided to the Authority and shall be completed within one year from the Effective Date, unless the Authority requires a material change in the scope of services or schedule of performance, or a force majeure event occurs as provided herein.

Section 4. Changes in Scope of Services. The County or the Authority may request changes to the scope of services of this Agreement that would increase, decrease or otherwise modify the scope of the services to be provided under this Agreement as set forth in Section 1 herein. The Parties shall negotiate any changes or revisions to the work described in Section 1 or Exhibits A and B, or changes in compensation. Such changes and adjustments must be authorized in writing executed by the Parties to be effective. The County and the Authority

agree that time is of the essence in making any decisions, interpretations, and/or changes with respect to design, materials, and other matters pertinent to the Project.

Section 5. Delays. In the event there is a delay caused by the actions of the Authority, its employees or agents or other governmental agencies, which delays the completion of the Project, the Authority shall grant to the County a day for day extension of time for completion of the services to be provided under this Agreement.

Section 6. Contract Sum. For the satisfactory completion of all services set forth in this Agreement, the Authority shall pay for the quantities of all items used in construction and design of Central Pond Trail Project and a Project Administration Fee. The Project Administration Fee will be 2% of the construction cost and will be considered full compensation to the County for construction, engineering, and inspection (“CEI”) services rendered with respect to the trail construction work by a CEI firm, or in-house staff, and for services provided by the County in administration of the construction contract, if applicable, the CEI contract. Following receipt of construction bids for the Project, the County will promptly notify the Authority of the proposed construction contract price, and the Authority, if it desires to proceed with the Central Pond Trail construction, shall notify the County. As required by Florida law, the County will require its contractor to post a performance and payment bond for the Central Pond Trail construction and will ensure that the Authority is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the Authority and the County. The County shall also cause the Authority to be named as an additional insured with respect to insurance coverage, other than Workers’ Compensation or Professional Liability, provided by the County’s contractor and will provide the Authority with a copy of any certification of coverage received by the County from its contractor. If the Authority

decides not to have the Central Pond Trail constructed after the construction bid opening, then the Authority shall pay for all expenses incurred until the bid opening and notify the County in writing to terminate the Agreement within seven days of the bid opening.

Section 7. Payments. The Authority shall pay make a deposit of **\$184,904.51** to the County within thirty (30) days of full execution of the Agreement. At any time after award of the contract for the construction of the Project, the County may request the Authority to make an additional deposit if it determines that the cost of the Central Pond Trail Work will exceed the amounts previously paid by the Authority as a result of an increase in the quantity of one or more Pay Items, or construction delay caused by the Authority, or changes in the Project Scope for which the Authority is responsible. The County shall request such additional deposit by delivery of invoices to the Authority. The County shall request such additional payment by delivery of invoices to the Authority. The Authority shall make such additional payment within fourteen (14) days following delivery of such invoice to the Authority. Should the total amount of all deposits for the Central Pond Trail Work made by the Authority exceed the actual cost of the Central Pond Trail Work, the County shall refund such difference to the Authority within fourteen (14) days following final payment for such work to the County's contractor.

Section 8. Ownership of Project Documents and Right-of-Way Improvements. All deliverables, plans, reports, surveys and real and personal property that result from the services provided under this Agreement shall become the property of the Authority, who shall maintain such real and personal property in accordance with the requirements of law.

Section 9. Permits, Fees, Licenses. Permits, fees and licenses necessary for the performance of the work pursuant to this Agreement shall be the responsibility of the County who shall obtain and pay for any such required permits, fees and licenses.

Section 10. Incorporation of Exhibits and Order of Precedent. Exhibit A, Innovation Park Central Pond Trail Conceptual Plan and Exhibit B, Preliminary Estimate Central Pond Trail having been attached hereto, are incorporated herein and made a part of this Agreement as if set forth in their entirety below. In the event of a conflict between the provisions of this Agreement and the Exhibits incorporated herein, any conflict shall be resolved in accordance with the order of precedence set forth below:

- a. Agreement;
- b. Exhibit B – Preliminary Estimate Central Pond Trail;
- c. Exhibit A – Innovation Park Central Pond Trail Conceptual Plan.

Section 11. Termination. Either Party may terminate this Agreement without cause, by giving the other Party not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

Section 12. Miscellaneous.

- a. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the non-assigning Party.

b. Non-Waiver

Failure by either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

c. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

d. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

e. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

f. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

g. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the

remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

h. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, (“Force Majeure”), then the affected Party shall be excused from performance hereunder during the period of disability. The Party claiming Force Majeure shall promptly notify the other Party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

i. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

j. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

k. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

l. Dispute Resolution

1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section.

2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:

(a) The Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

(b) Representatives of both Parties shall meet within five (5) days of the notice to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing within three (3) days following the meeting.

- (c) If those representatives are unable to reconcile the dispute, they shall report their impasse within three (3) days of the meeting to the County's designee and the Authority's designee, who, within five (5) days of the notice of impasse, shall meet and attempt to reconcile the dispute.
- (d) Should the County's designee and the Authority's designee fail to resolve the dispute, they shall report their impasse within three (3) days of the meeting to the County Administrator, who, within five (5) days, shall review and attempt to resolve the dispute.
- (e) If the County Administrator and the Authority's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

m. Attorneys' Fees and Costs

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the

prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

IN WITNESS WHEREOF, the parties cause this Agreement for Innovation Park Central Pond Trail Project Design and Construction Services to be executed by their duly authorized representatives as of the date first written above.

LEON COUNTY, FLORIDA

Leon County Research & Development Authority

BY: _____
Vincent S. Long
County Administrator

BY: _____
David Ramsay

As its: Chair

Date: _____

Date: _____

ATTEST:

Gwen Marshall, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney



INNOVATION PARK CENTRAL POND TRAIL CONCEPTUAL PLAN

Board of County Commissioners

MEMORANDUM

DATE: 2/13/2018

SUBJECT: COST ESTIMATE TO INSTALL MULT USE TRAIL AT INOVATION PARK ADMINISTRATIVE CENTER

PRELIMINARY ESTIMATE

<i>DOT Pay Item#</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Dollar</i>
	MOBILIZATION	LS	1.00	\$6,000.00	\$6,000.00
	SEDIMENT FENCE	LF	6400.00	\$2.37	\$15,168.00
	CLEARING AND GRUBBING	AC	0.88	\$19,800.00	\$17,424.00
	TRAIL EXCAVATION	CY	395.00	\$9.14	\$3,610.30
	6' BENCH W/CONC PAD INSTALLED	EA	6.00	\$1,400.00	\$8,400.00
	MULTI USE TRAIL, 6' WIDTH INSTALLED	LF	3200.00	\$13.07	\$41,824.00
	SEED AND MULCH	SY	2133.00	\$0.83	\$1,770.39
	PERFORMANCE TURF, SOD	SY	720.00	\$2.58	\$1,857.60
CONSTRUCTION SUBTOTAL:					\$96,054.29
PROJECT ADMINISTRATIVE FEE (2% of the CONSTRUCTION COST)					\$1,921.09
Geotech/Testing			7%		\$6,723.80
Surveying , including Drainage Easements and Permit Fees			20%		\$19,210.86
Engineering Design			25%		\$24,013.57
DESIGN SERVICES SUBTOTAL:					\$49,948.23
PROJECT COST					\$147,923.61
Contingency				25%	\$36,980.90
Total (Preliminary Estimate):					\$184,904.51

FOURTH AMENDMENT TO CONTRACT FOR LEGAL SERVICES

The **CONTRACT FOR LEGAL SERVICES** dated October 1, 2014, as subsequently amended, (the "Contract"), by and between **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY** and **BROAD AND CASSEL, LLP**, successor to Clark, Partington, Hart, Larry, Bond & Stackhouse, P.A., by partial assignment, is hereby further amended to provide that the Termination Date shall be September 30, 2019.

Except as stated herein, all other terms and provisions of the Contract are confirmed and remain in full force and effect.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____, 2018
Ronald J. Miller, Jr., Executive Director

BROAD AND CASSEL LLP

By: _____, 2018
Melissa VanSickle

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into this **5th** day of April, 2018 (the “Effective Date”) by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the “Authority”), and **Heinz Brothers Outdoor Services, Inc. (d/b/a Heinz Nurseries)**, a State of Florida corporation having its principal place of business in Tallahassee, Florida (the “Contractor”).

WHEREAS, the Authority issued IBR Number 18-01 Landscaping and Ground Services on February 13, 2018, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide landscaping and ground services independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit “A” attached hereto and made a part hereof (the “Services”), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall become effective for one (1) year commencing May 1, 2018, and terminate on April 30, 2019, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. OPTION TO EXTEND. The Authority shall have the option to extend the contract for two (2) additional one (1) year terms upon sixty (60) days written notice prior to the end of the then expiring term and any extensions thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit “B” attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively

referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as “Contractor”) or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit “C” attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor’s performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY’S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make

alternative arrangements to insure the satisfactory completion of work Contractor is unable to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

To Authority:

Leon County Research and Development Authority
c/o Talcor Commercial Real Estate Services Inc
1018 Thomasville Rd, Suite 200A
Tallahassee, FL 32303

To Contractor:

Heinz Nurseries
4140 Bradfordville Rd.
Tallahassee, FL 32309

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision,

paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.
- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

Heinz Brothers Outdoor Services, Inc.,
a State of Florida Corporation

By: Thomas L. Heinz

Name: THOMAS L. HEINZ

Title: PRESIDENT

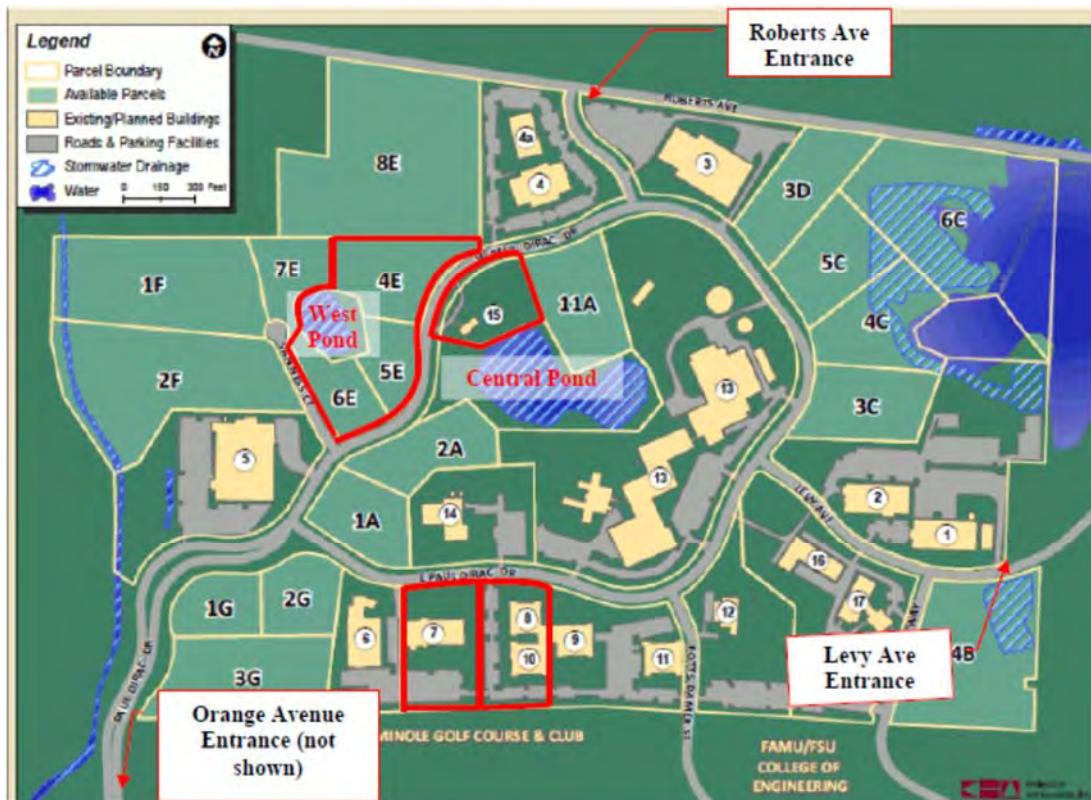
THE AUTHORITY

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____
Name: David B. Ramsay
Title: Chair

EXHIBIT A SCOPE OF SERVICES

1. LOCATIONS: This Agreement shall apply to the follow locations:



Bldg # / LOT #	PROPERTY NAME	PROPERTY ADDRESS
8	Morgan Building	2035 E Paul Dirac Dr
10	Johnson Building	2035 E Paul Dirac Dr
7	Collins Building	2051 E Paul Dirac Dr
15	Knight Administration Centre	1736 W Paul Dirac Dr
4E, 5E, 6E, Central Pond, West Pond	Vacant Lots 2 holding ponds	Various
5	Park Entrances	Orange Avenue, Roberts Avenue & Levy Avenue

2. LABOR AND MATERIALS: The Contractor, at its sole cost, shall furnish all labor, materials, tools, transportation, payroll, taxes, insurance, sales taxes, equipment, permits and fees necessary to properly perform all services according to the specifications set forth in this agreement. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor’s work. This shall include any stored materials and supplies, if any. The Contractor is solely responsible for the handling of any items necessary for it to perform its work.

3. **GROUNDS CLEAN UP:** The Contractor will pick-up the entire grounds of all trash and debris before mowing to create a neat and clean consumer environment. At the end of each visit, Contractor shall substantially remove all mowing debris, sticks, limbs, fallen trees (includes trees that can be removed by two men without the use of a chain saw only).
4. **MOWING:** The mowing service will be provided once a week during the months of March through October, and twice a month during the months of November through February, on whichever day of the week is decided upon by the Authority and the Contractor. All lawn areas are to be mowed to a height of no greater than 3". Contractor shall trim all areas of grass that cannot be reached with regular mowers including trimming along the water's edge in areas adjacent to lawn areas. Work to be performed on day(s) of week agreed to by the Authority with the exception of a holiday or bad weather which may affect or change the schedule. The entire property that the Contractor is shown and whatever is designated as real property will be mowed professionally by the Contractor.

Contractor shall mow the vacant lots and two holding ponds (to the extent conditions allow mowing) twice a month during the months of May through October and once a month during the months of November through April.

5. **TRIMMING AND PRUNING:** The Contractor will trim all plants and shrubs no less than monthly or when needed for a neat appearance. Plants and shrubs shall be pruned, shaped and away from the building and mechanical units. Contractor shall keep parking, sidewalks and other paved areas free from overhanging branches. All fallen branches will be hauled off by the Contractor. This work includes the pruning of the palm trees up to a height of 12' including the removal of all berries and the pruning and shaping of other all other trees away from building during the months of December and June. All other trees will be trimmed to an elevation of ten feet (10') no less than monthly. Any dead palm fronds and/or branches will be removed at any time as required.
6. **WEEDING:** Control/remove weeds and grass around trees, shrubs and other plants in the bed areas, curbs, parking lot, sidewalks and other paved areas. All areas which require weeding during the course of mowing and edging will also be done at the same time as mowing. Round-up and Avail will be used and sprayed in all possible areas, all other areas will be hand weeded until the Authority is entirely satisfied with weed control.
7. **BLOWING:** All parking areas, roadways, sidewalks, patio areas and all external entryways will be blown-off after the completion of the above and below listed jobs.
8. **EDGING:** Edging will be included with each mowing. Contractor shall edge all curbs, walks, drives, tree rings, shrub beds, exits and entrances and any other area called to the Contractor's attention by the Authority.
9. **MULCHING:** As part of this contract Contractor agrees to spread mulch, at the cost indicated in Exhibit B, twice yearly in March/April and October/November at a depth of 3"- 4". Contractor shall remove old, deteriorated straw from most beds for the first application; thereafter, Contractor may leave mulch in beds and top with new straw provided said straw is in reasonably good condition and appearance is good. If

additional mulching is required by Authority, the cost of spreading that mulch will be agreed upon, in advance, by the Contractor and Authority.

10. ENTRANCES: Contractor agrees to maintain the three (3) “Entrances” to Innovation Park; Orange Avenue, Roberts Road and Levy Avenue to the standards as set forth. The Entrances are to be inspected and addressed as needed every week during the months of March through October and bi-weekly during the month of November through February with special attention placed on Trimming and Pruning, Weeding and Mulching as outlined in Sections 4, 5 and 8 above.
11. FERTILIZER: As part of this contract, Contractor, at no additional cost, shall fertilize grass, plants and shrubs with county extension service recommended fertilizer in March/April and October.
12. DISEASE PREVENTION: Contractor shall inspect all shrubs and grass no less than monthly for insects and disease and report any matters that require being addressed to Authority. Treatment of ant beds shall be done at each visit.
13. IRRIGATION: Contractor shall regulate the timer and inspect the irrigation system for proper operation. No less than monthly, Contractor shall ensure that an adequate amount of water is provided to each plant during each irrigation event to sustain plant health and encourage plant growth. Contractor shall report any problems to Authority as soon as they are aware of same. Contractor will be financially responsible for the repair and/or replacement of any damage to the irrigation system caused by the Contractor.
14. WINTER MONTHS: During the dormant season winter months (November through February) when the grass does not grow as much as it does in the summer months (March through October), the Contractor will spend equal time, as in time versus winter and summer. The Contractor will also provide any type of service to the Authority in the winter months that fits within the Contractor’s job description. The Contractor will constantly work with the Authority towards the general up keep of premises contracted for hereunder.
15. ADDITIONAL SERVICES: The Authority may require additional services the cost of which shall be agreed to by the parties prior to the commencement of such work. Examples of additional services that may be required, but is not limited to, include minor irrigation repairs, planting annuals, replacing landscape plants, chipping of trees and shrub clippings, small tree or limbs removal, hauling off extra debris, chemical treatments for disease or insects. Authority reserves the right to utilize the services of another provider in the event the parties cannot come to an agreement on price for the additional services. The Authority’s property manager is hereby granted the authority to authorize any Additional Services provided funds have been budgeted for said purpose or has a cost of less than \$2,500 per event without further approval of the Board of Governors of the Authority.

In no event shall the Authority be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

16. MISCELLANEOUS:

- a. Contractor will have a foreman on the job weekly to ensure that the grounds are picked up of all landscaping trash/debris.
- b. The Contractor will be in constant awareness of any type of information regarding the grass, trees, shrubs, irrigation, and any other ground specifications that need to be dealt with in relation to the building grounds. The Contractor shall report any problems and/or concerns to the Authority.
- c. At least once each month, the Contractor will meet with the Property Manager or his/her designee to inspect the grounds to review the quality of work and changes or improvements that need to be addressed.
- d. The lawn maintenance superintendent and the lawn maintenance crew leader(s) shall be in constant supervision of all jobs and will personally submit to the Authority all quarterly reports, which will be prepared by the Contractor through his weekly functions with the building grounds.
- e. The Authority will review all quarterly reports and submit to Contractor a written notice of any type of changes or improvements that need to be made within the building grounds.
- f. Any Authority suggestions that are not within the Contractor's job description will be handled according to the type of work being suggested or requested.
- g. The Authority will always be dealt with immediately and professionally no matter what type of work is insisted upon.
- h. Contractor's vehicle(s) must be marked with the appropriate entity's name (logo), phone number and vehicle unit number on the door. Contractor's employees shall wear uniform shirts with the appropriate entity logo; jeans/slacks and uniforms shall be presentable.
- i. Contractor to have available for consultation, at no additional cost to Authority, a licensed arborist to provide advice and assistance as necessary.

EXHIBIT B COMPENSATION

The Contract shall be paid based upon the scope of work and total number of service visits outlined in Exhibit A. With the exception of mulch and fertilizer, payment for all other services will be made as provided in the table below. Mulch and fertilizer will be paid per application based upon the amounts set forth below. Additional Services to be billed separately.

YEAR 1	Monthly Payment
May-18	\$3,001.68
Jun-18	\$3,001.68
Jul-18	\$3,001.68
Aug-18	\$3,001.68
Sep-18	\$3,001.68
Oct-18	\$3,001.68
Nov-18	\$1,509.64
Dec-18	\$1,509.64
Jan-19	\$1,509.64
Feb-19	\$1,509.64
Mar-19	\$3,001.68
Apr-19	\$3,001.68
TOTALS	\$30,052.00

YEAR 2	Monthly Payment
May-19	\$3,061.71
Jun-19	\$3,061.71
Jul-19	\$3,061.71
Aug-19	\$3,061.71
Sep-19	\$3,061.71
Oct-19	\$3,061.71
Nov-19	\$1,539.83
Dec-19	\$1,539.83
Jan-20	\$1,539.83
Feb-20	\$1,539.83
Mar-20	\$3,061.71
Apr-20	\$3,061.71
TOTALS	\$30,653.00

YEAR 3	Monthly Payment
May-20	\$3,122.94
Jun-20	\$3,122.94
Jul-20	\$3,122.94
Aug-20	\$3,122.94
Sep-20	\$3,122.94
Oct-20	\$3,122.94
Nov-20	\$1,570.62
Dec-20	\$1,570.62
Jan-21	\$1,570.62
Feb-21	\$1,570.62
Mar-21	\$3,122.94
Apr-21	\$3,122.94
TOTALS	\$31,266.00

YEAR 1	Pmt per application
Pine Straw	\$2,401.32
Fertilizer	INCLUDED

YEAR 2	Pmt per application
Pine Straw	\$2,443.34
Fertilizer	INCLUDED

YEAR 3	Pmt per application
Pine Straw	\$2,486.09
Fertilizer	INCLUDED

EXHIBIT C INSURANCE

- a. **CONTRACTOR’S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor’s insurance shall include Authority as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor’s insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker’s Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers’ compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor’s policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor’s insurance policies, other than workers’ compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.

- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
 - i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

Leon County R&D Authority
 IBR 18-01
 Landscaping Services

	Capital City Lawncare	Heinz	All Pro
Year 1			
Mowing	41,196.00	30,052.00	43,910.00
Pinestraw (x2)	7,426.00	4,802.64	14,495.00
Fertilizer	550.00	-	1,800.00
	<u>49,172.00</u>	<u>34,854.64</u>	<u>60,205.00</u>
Year 2			
Mowing	42,228.00	30,653.00	43,910.00
Pinestraw (x2)	7,612.00	4,886.68	14,495.00
Fertilizer	567.00	-	1,800.00
	<u>50,407.00</u>	<u>35,539.68</u>	<u>60,205.00</u>
Year 3			
Mowing	43,284.00	31,266.00	45,666.40
Pinestraw (x2)	7,802.00	4,972.18	15,074.80
Fertilizer	584.00	-	1,872.00
	<u>51,670.00</u>	<u>36,238.18</u>	<u>62,613.20</u>
Grand Total	<u>151,249.00</u>	<u>106,632.50</u>	<u>183,023.20</u>

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION
www.flnb.uscourts.gov

IN RE: Chapter 11
BING ENERGY INTERNATIONAL, INC.,¹ Case No. 16-40322-KKS
BING ENERGY INTERNATIONAL, LLC, Case No. 16-40323-KKS
Debtors.

**BALLOT AND DEADLINE FOR FILING BALLOT ACCEPTING OR REJECTING
THE DEBTORS' PLAN OF REORGANIZATION**

**TO HAVE YOUR VOTE COUNT YOU MUST COMPLETE AND RETURN THIS
BALLOT BY THE DEADLINE INDICATED BELOW [AS SET PURSUANT TO LOCAL
RULE 3020-1(B)]**

The Second Amended Plan of Reorganization ("the Plan") [ECF No. 151] filed by the Debtors, Bing Energy International, Inc. and Bing Energy International, LLC on August 15, 2017, can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interests in each class voting on the Plan. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan if the Court finds that the Plan accords fair and equitable treatment to the class rejecting it.

This ballot is for creditor (insert name) Leon County Research and Development Authority for the following type of claim placed in the indicated class in the indicated amount:

TYPE OF CLAIM	CLASS IN PLAN	AMOUNT OF CLAIM
<input type="checkbox"/> Secured Claim of Leon County Tax Collector	Class 1	\$ _____
<input type="checkbox"/> Unsecured Claims Against Bing Energy International, Inc.	Class 2	\$ _____

¹ The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are Bing Energy International, Inc. (0064) and Bing Energy International, LLC (7608). The address of the Debtors is 2051 E. Paul Dirac Drive, Tallahassee, FL 32310.

<input checked="" type="checkbox"/> Unsecured Claims Against Bing Energy International, LLC	Class 3	\$ <u>41,734.43</u>
<input type="checkbox"/> Equity Interests (Bing Energy International, Inc.)	Class 4	\$ _____
<input type="checkbox"/> Equity Interests (Bing Energy International, LLC)	Class 5	\$ _____

The undersigned [Check One Box] **ACCEPTS** **REJECTS**
the Plan for the above-named Debtors.

Signed:



Print Name:

By: Anne Longman, Chair

Address:

1736 W. Paul Dirac Drive

City, State, Zip:

Tallahassee, FL 32310

Phone:

850-575-0343

Date:

9/14/17

**** RETURN THIS BALLOT ON OR BEFORE SEPTEMBER 14, 2017 ****

RETURN THIS BALLOT TO:

Brian G. Rich, Esq.
Berger Singerman LLP
313 North Monroe Street
Suite 301
Tallahassee, FL 32301

If you have more than one type of claim against the Debtors, separate ballots must be filed and you should receive a ballot for each type of claim eligible to vote. Contact the plan proponent regarding incorrect or insufficient ballots(s).

Director of Entrepreneurship Report-April 5, 2018

- Accomplished
 - Inventoried regional assets
 - Met with various stakeholders:
 - FSU Office of Commercialization
 - FAMU Technology Transfer
 - TCC representatives
 - JMS & JMI personnel
 - FL Institute of Commercialization
 - Office of Economic Vitality
 - AERO members
 - Discovery on Parade participants
 - Moffitt Cancer Center – Biotech
 - UF - Sid Martin Biotech
 - Community engagement:
 - Governor’s Cup Business Plan competition judge (JMS)
 - Shark Tank competition judge (FAMU/FSU College of Engineering)
 - Programs created:
 - SBIR/STTR Program
 - Government Contacting basics
 - SBA 8(a) Program
 - HUBZone Program
 - Accounting for Non-Accountants
 - Break-Even Analysis
 - EEP participation and program planning for the fall
- Grants and Sponsorships:
 - EDA – Incubator Buildout (meeting with regional director)
 - EDA – Fast program (waiting for official announcement to open)
 - FAMU REACH program (working on response to PI)
 - Seeking additional grant opportunities
 - Sponsorship plan in development
- Entrepreneur Engagement:
 - Nhu Energy
 - Sensatek
 - BioFront
 - Advanced Regenerative Materials
 - Swellcoin
 - KynderMed
 - TeligentEMS
 - Tom Painter – MagLab
 - Teng Ma – FAMU/FSU Engineering School
 - Richard Nowakowski – FSU Medical School

- Future Programs:
 - TechVets – special programs for veteran technologists
 - PerfectPitch – coaching on presentation skills
 - F.I.N. – Florida Investment Network “fishing for funds”
 - TechPicks – scrolling IP board from FSU/FAMU/MagLab
- Incubation/Acceleration:
 - Collins building – 25,000 sf
 - \$1.8M set aside for rehab
 - Set to begin in Q2
 - New 40,000 sf incubator/accelerator
 - Working with architect for renderings
 - Site to be determined at Innovation Park property
 - Approximately \$15M-\$20M to build
 - Need funding for the majority of the project

**Leon County Research and Development Authority
Board of Governors Past Chairs Coffee**

Knight Administrative Center
1736 W Paul Dirac Dr, Tallahassee, FL 32310
Thursday, March 15, 2018
9:30 to 10:30am

REPORT

Guests: Dave Ramsay (Chair); Ron Miller, Michael Tentnowski, Denise Bilbow (LCRDA staff); Phil Blank, Sylvia Jordon, Anne Longman, Ray Bye (Past Board of Governor members).

On behalf of the Board of Governors of the Leon County Research and Development Authority, current Chair Dave Ramsay invited past LCRDA chairmen and Board of Governor members to Innovation Park for coffee on Thursday, March 8 at 9:30am.

Dave Ramsay thanked the guests for their past service and dedication which has made the Park's current success possible and which was instrumental in making the future of Innovation Park bright. Ron Miller introduced the current LCRDA staff and provided an update on the current plans for Innovation Park.

**Leon County Research and Development Authority
Executive Director's Report to the Board of Governors
April 5, 2018**

1. We will be a leading creator of companies and jobs through innovation, collaboration, and commercialization.

	Objective	Completed (current items in bold)	To Do
a.	Create commercialization space in the Collins Building if not leased	<ul style="list-style-type: none"> • Jump Start/A&E Study Completed • Board approved \$1.8 million renovation • Worked with prospect on tenant improvement plans/decided not to proceed • Reviewed procurement statutes with counsel • Drafted RFQ—needs specs 	<ul style="list-style-type: none"> • Plan B: Labs/Offices/Shell and Core • Working with 1 confidential prospect for 6000 sf • RFQ after prospect plans solidified (3-6 weeks) prep for alternative specs in RFQ
b.	Create a business incubator/ accelerator in Innovation Park	<ul style="list-style-type: none"> • Hired/on-board Director of Entrepreneurship (DE) • Introduction meetings with stakeholders • OEV Incubator Study completed • Communications with EDA regarding funding 	<ul style="list-style-type: none"> • 501(c)3 Application • EDA funding/matching fundraising • Concept (current/short/long-term) • Action plan/timing
c.	Develop business attraction capabilities for Innovation Park either through hiring, contracting, or partnering	<ul style="list-style-type: none"> • IA approved OEV marketing program manager and contract lead generator 	<ul style="list-style-type: none"> • Working with OEV as part of its strategic plan • Magnetics Task Force—consider Michael's participation
d.	Develop partnership with airport for business attraction	<ul style="list-style-type: none"> • Met with Interim Airport Director (IAD) to discuss collaboration opportunities • Placed Innovation Park marketing rack cards at Airport • Provided Innovation Park brochure to IAD for use in its marketing efforts 	<ul style="list-style-type: none"> • Airport staff orientation meeting at IP • ED behind the scenes tour of Airport • Identify specific collaboration opportunities in marketing land
e.	Develop cluster mapping	<ul style="list-style-type: none"> • OEV conducted cluster analysis/Targeted Industry Study 	
f.	Develop programs for startups	<ul style="list-style-type: none"> • Existing Tech Grant/Tech Topics • Acquired Entrepreneurial Excellence program • Started e-Club for EEP grads/grant winners • Hired Director of Entrepreneurship 	<ul style="list-style-type: none"> • DE developing programs like SBIR/STTR training that can be implemented quickly • Working with FAMU on EEP funding contract

2. Innovation Park will be an inviting place to live, work and play.

Objective		Completed (current items in bold)	To Do
a.	Create mixed use development for grad student/post-doc housing and/or extended stay, retail, office, meeting and collaboration space, etc.	<ul style="list-style-type: none"> • Met with bank to review debt issue opportunities for future projects 	<ul style="list-style-type: none"> • Will be explored in conjunction with incubator development
b.	Establish walking trails throughout Innovation Park	<ul style="list-style-type: none"> • Contract with Leon County to manage the \$184,000, 0.6-mile crushed shell trail around the Central Pond (subject to Board ratification) 	<ul style="list-style-type: none"> • Coordinate design, engineering and construction with County (1 year to complete)
c.	Improve signage throughout Innovation Park	<ul style="list-style-type: none"> • Grant applications (Florida Job Growth) • Monument sign contracts awarded (paint and graphics) 	<ul style="list-style-type: none"> • Completion of monument sign work • Look for funding opportunities for upgrades to remaining signage
d.	Explore alternative uses for Knight Administrative Building	<ul style="list-style-type: none"> • Concept developed for relocation to Collins and creation of a food option at Knight 	<ul style="list-style-type: none"> • Move Knight offices to Collins when completed • Food option RFI/RFP later in 2018
e.	Make land and building development process easier to access and understand	<ul style="list-style-type: none"> • Created site plan review checklist for DRC • OEV applied for grant funds to address master plan, stormwater, and entry road widening 	<ul style="list-style-type: none"> • Drafted changes to C&R; need to complete • Need to amend PUD to make cluster development parameters more clear • Improve site plan review instructions to developers
f.	Create events to engage more Innovation Park members and other community members	<ul style="list-style-type: none"> • DPC has had conversations with MagLab and others regarding different opportunities to collaboration on events. 	<ul style="list-style-type: none"> • DPC considering: Innovation Scavenger Hunt, 5k run in conjunction with MagLab open house (dependent on obtaining sponsor funding), "Boot Camp" Training, Kona Ice event, lab crawl event with local brewery
	Not included in strategic plan	<ul style="list-style-type: none"> • Blueprint Gateway District Project: Spoke at IA meeting in support, and coordinated Board member participation; communicated with FSU and Blueprint regarding community input 	<ul style="list-style-type: none"> • Continue to work with Blueprint and others on future plans • Work with Maglab and Blueprint on cobranding of any new signage

3. We will be a creative, proactive, and adaptive organization marketing and promoting the Authority's mission, vision, and value proposition

	Objective	Completed (current items in bold)	To Do
a.	Create a comprehensive marketing plan	<ul style="list-style-type: none"> Hired marketing talent! 	<ul style="list-style-type: none"> Denise has taken a first swing, but need to coordinate with evolving OEV strategy
b.	Identify and dedicate resources for marketing	<ul style="list-style-type: none"> Current budget has marketing dollars for the first time in at least 5 years 	<ul style="list-style-type: none"> Do more in 2018-19
c.	Merge two brands into one with descriptive tag line	<ul style="list-style-type: none"> DPC focused on doing this with all new materials including business cards, name badges, etc. 	<ul style="list-style-type: none"> Focusing on Innovation Park brand with all collateral and website
d.	Redevelop two websites into one	<ul style="list-style-type: none"> Completed 	<ul style="list-style-type: none">
e.	Increase community engagement for Board members	<ul style="list-style-type: none"> Board members engaged in Airport Gateway Project support 	<ul style="list-style-type: none"> Continue to inform and encourage board members to engage Get more board participation at Tech Topics and Tech Grant Events

4. We will be an economically sustainable organization.

	Objective	Completed (current items in bold)	To Do
a.	Increase occupancy of Morgan Building to at least 80%	<ul style="list-style-type: none"> Expanded space occupied by NWRDC Worked with FSU to lease 11,000 sf for 1 year 	<ul style="list-style-type: none"> Lease pending for startup company (500sf) Will be 100% leased Begin working on leasing space for after FSU lease terminates in 1 year
b.	Lease remaining portion of Johnson Building to National Park Service or move on to use of broker to attain at least 80% occupancy	<ul style="list-style-type: none"> FSU Department of Anthropology Lease 11,000 square feet Annual lease revenue \$180,000 	<ul style="list-style-type: none"> 100% leased
	Not in strategic plan	<ul style="list-style-type: none"> Knight Building 100% leased 	<ul style="list-style-type: none">

5. We will be a highly efficient and effective organization.

	Objective	Completed (current items in bold)	To Do
a.	Add staff person to take over administrative duties allowing Director of PCA to focus on helping to execute strategies	<ul style="list-style-type: none"> Done 	
b.	Executive Director will provide regular updates to the board on status of strategic plan objectives	<ul style="list-style-type: none"> Modified this report format to provide updates at each Board meeting 	<ul style="list-style-type: none"> Ongoing; more opportunities for board to be focused on strategic initiatives
c.	The Board will develop a board officer succession plan	<ul style="list-style-type: none"> Added Board Chair to Nominating Committee Required new private sector members to serve in future officer role 	<ul style="list-style-type: none"> Get commitments from current members regarding desired positions
d.	The Board will develop a plan to recruit new board members	<ul style="list-style-type: none"> Completed changes for 2016 Worked with Board members whose terms are expiring to determine desire to be reappointed 	<ul style="list-style-type: none"> Board determination of need to expand If so, coordinate ordinance changes with County Work with County on recruitment/application/nomination process
e.	The Board will evaluate the need for and if needed develop a staff bonus plan	<ul style="list-style-type: none"> DONE – determined that statute makes this difficult to implement, and cannot find examples of any other local government entities doing this 	<ul style="list-style-type: none"> Look to see if any local governments/special districts have since implemented a bonus plan

Non-strategic plan completed activities

Leasing/Tenant Relations	Financial Oversight	Community Involvement/Events	General	Meetings
<ul style="list-style-type: none"> Worked with Danfoss on review and approval of site plan Executed new lease with FSU ISPA for space they currently occupy in the Morgan Building Worked with prospect from Ohio looking for space (licensing FSU technology) Worked with County Director of Resource Stewardship regarding vertical farming prospect—not viable 	<ul style="list-style-type: none"> Finalize audit and financial reports including GASB 68 disclosures, footnote updates, and Management Discussion and Analysis Draft and coordinate with Talcor Informal Bid Request for Landscaping Services Extended contract for HVAC PM Services one year Continue to work with FSU Facilities on ongoing property assessor’s records corrections 	<ul style="list-style-type: none"> Provide update at Tech Topics event Met with CRTPA/Kimley Horn re: Southwest Area Transportation Plan Attended Discovery on Parade Attended FSU GAP funding presentations Worked with Jim Moran School to make presentation about Innovation Park to a class Attended DOMI Station event to introduce Michael to ecosystem 	<ul style="list-style-type: none"> Changed on computer network switch to newer/quieter version for new Administrative Coordinator office Worked with Talcor and staff on refurbishing entrance monument signs Registered myself and Michael to attend Chamber Conference Discussed reappointments with Board members and started process with County staff Worked with Talcor on Fuqua Atrium restroom renovation/repair bids 	<ul style="list-style-type: none"> Board/stakeholder field trip to Alachua/Gainesville Past Chair’s Coffee Executive Committee Audit Committee Development Review Committee (2) OEV Economic Vitality Competitiveness Committee (EVCC) JABB Executive Committee, Board, Director hiring Alliance of Entrepreneur Resource Organizations (2)- began 2-year term as Chair
Current projects/activities				
<ul style="list-style-type: none"> Support Talcor with new tenant occupancy transition 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Tech Grant Pitch Night NEBA Luncheon w/Michael College of Engineering Design Day JABB Shark Bowl 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> OEV EVCC Executive Committee AERO JABB Talcor OEV

Director of Programs and Communications Report- BOG 4.5.2018

TechTopics

-March TechTopics took place on March 28th at HPMI, where we learned about new applications using buckypaper technology, as well as other projects happening at the facility. ~30 people attended

Entrepreneurial Excellence Program

-Currently underway
-11 or 12 companies in this one. Good mix of Tech and other industries

TechGrant

-TechGrant Pitch Night will be at Goodwood Museum on Wednesday, May 16th from 5:30-7:30pm with Larry Lynch as emcee
-Received 9 quality applicants- currently being reviewed by Judges
-Finalists will be announced on April 11
-So far- \$7,000 raised for this year

Social Media/ SEO

-Continuing with the creation of month social media calendars. Posts are being scheduled for Facebook/Twitter, and weekly posting on Instagram.
Social Media Stats (changes since 2.1.18): Facebook- 201 (+7), Twitter- 411 (+16), Instagram- 213 (+28), LinkedIn- 19 (+1)

Website

-New website has been launched!
-Consolidated LCRDA and Innovation Park websites. Majority of content is new.
-Continuing to revise and working on SEO

Other

-Still working on partnership with Collegetown and potential activities
-Brainstorming and gathering information for public event to be held in the Park in September.

**NAI Talcor Property Manager's Report to the
Leon County R&D Authority Board of Governors
2/1/2018 – 3/26/2018**

Occupancy:

Building	Leasable Square Feet	Vacant Square Feet	% Vacant
Phipps	14,661	0	0%
Morgan	23,240	12,418	53%
Johnson	28,385	0	0%
Collins	24,900	22,974	92%
Knight	3,060	0	0%
Total	94,246	35,652	30%

Repairs & Maintenance:

Building	Completed Since Last Report	In Process	Deferred/To Do
Phipps	<ul style="list-style-type: none"> • Repaired 4 large ceiling mounted space heaters. • Three bulbs located on the exterior of the building have been replaced. • Sewer line was clogged. Line required a plumber to snake it out. • Repaired two water fountains. 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Maintenance found that the irrigation system has no backflow. This has been put on hold for now.
Morgan	<ul style="list-style-type: none"> • Two metal doors were damaged by rust. Maintenance has patched, sanded, primed, and painted. • Access door panel was repaired to the main entrance of NWRDC. • Wall pack was repaired. 	<ul style="list-style-type: none"> • Touch up painting of the interior in various areas as needed. • VAV box (Variable Air Volume) needs adjustment and requires a TRANE program. Assessment of the system was 2/28/18. Vents were adjusted manually allowing for air flow to current tenants. Manager is acquiring bids to disconnect the VAV boxes and install thermostats instead. • Talcor maintenance is in the process of completing a punch list for new tenant, FSU • Door closer needed for door to NWRDC. • Tree trimming around the building. 	<ul style="list-style-type: none"> • Common areas - Carpet cleaning. Cleaning of tile in bathrooms and the interior of entrance ways is scheduled to be completed when bathroom remodel takes place.

**NAI Talcor Property Manager's Report to the
Leon County R&D Authority Board of Governors
2/1/2018 – 3/26/2018**

Building	Completed Since Last Report	In Process	Deferred/To Do
Johnson	<ul style="list-style-type: none"> • Replaced HVAC unit that served the second Floor. • Rear door to Johnson Building, NPS has been repaired. • Carpet in elevator has been cleaned. • Carpet in SEAC has been cleaned. • Various bulbs • Repaired fan in elevator. • Rebuilt three flush valves to toilets. 	<ul style="list-style-type: none"> • One recessed light located under the soffit at the rear loading dock for National Park Service is out and in need of a new ballast. • Lobby area in need of paint. Maintenance has been instructed to spot paint as needed. • Missing up light on right side of Johnson building. Management is in the process of finding a replacement. 	<ul style="list-style-type: none"> • None • Tile located in the lobby and bathrooms in need of deep cleaning.
Collins	<ul style="list-style-type: none"> • Completed items listed by Fire Department inspection. • New access system is installed by Georgia-Florida Burglar Alarms. • Removed damaged wooden picnic table from the rear of the building. • HVAC small repairs to units 5,10,12,14,15, and 17 totaling \$800. This includes a leak check for a possible coil leak in unit 4. • Replaced two 4 ft. pedestal lights in parking lot area walk ways. • Replaced bulbs and ballasts in 5 exterior building lighting fixtures. 	<ul style="list-style-type: none"> • Maintenance continues to balance the HVAC in the building. • Repair two pedestal lights. 	<ul style="list-style-type: none"> • Pending renovation: ceiling tiles need replaced • Replace compressor in HVAC unit 3 • One full HVAC complete system change out.

**NAI Talcor Property Manager's Report to the
Leon County R&D Authority Board of Governors
2/1/2018 – 3/26/2018**

Building	Completed Since Last Report		
	Report	In Process	Deferred/To Do
Knights	<ul style="list-style-type: none"> • Repaired all exterior lighting. • Moved office furniture. • Some exterior screens have been sealed. 	<ul style="list-style-type: none"> • Some exterior screens are not fitting properly screens must be made along with some type of weather stripping to create a better seal. • 5 light fixtures need replacement for the accent lighting in lobby area. 	<ul style="list-style-type: none"> • Back deck in need of repair. Wood rot is visible and deck needs paint. • Exterior paint • Carpet cleaning • Interior paint of common areas.
Fuqua	<ul style="list-style-type: none"> • A portion of restroom doors have been sanded and are in the process of being painted. • Two stair treads in need of replacement. • Light fixtures converted to LED lights. • Stucco has been repaired. 	<ul style="list-style-type: none"> • Irrigation repair to the flower beds in the atrium areas. • Two up lights at the front entrance in the flower bed located at the entrance are not functioning. • Painting interior of elevator. 	<ul style="list-style-type: none"> • The board has approved remodeling of the restrooms. • Cracks in walk ways in need of being repaired. • Planting of flowers in flower beds to be planted once irrigation repairs have been completed in the spring.
Common	<ul style="list-style-type: none"> • Replaced two sign posts in the Johnson Morgan Parking areas. Each has Stop/Speed posted. • New sign blades on Levey/Paul Dirac. • Engineer Way sign has been changed to Engineering Way. • 4 light polls in parking areas have been repaired. 	<ul style="list-style-type: none"> • Maintenance continues to straighten and clean all signs. Some signs are being hit by trucks or busses causing them to lean, bending the metal sign posts. 	<ul style="list-style-type: none"> • Irrigation repairs around entrance monument signs. • Plants and flowers around entrance monument signs will be installed in spring.

**NAI Talcro Property Manager's Report to the
Leon County R&D Authority Board of Governors
2/1/2018 – 3/26/2018**

Accounts Receivable Past Due as of Report Date (30+days):

Tenant	Invoice Date	Invoice Amount	Last Contact Date	Tenant Response/Date to be Paid/Comments
FSU CAM	11/14/17	\$12,555.82	3/19 3/20 3/26	CAM-2016-2017. These invoices are in process of payment. FSU states payment will be mailed out by end of next week.
FSU Research Foundation	11/14/17	5,771.32	3/19 3/20 3/26	2016-2017 CAM. Late letter has been mailed. This amount was originally included in the FSU CAM above. Management was recently notified that it is now to be sent to a different contact to be processed.
FSU Research Foundation	9/30/17	\$222.87	3/19 3/20	3 rd Quarter Rebills. Tenant paid a portion but requested the invoice be split up, which leaves the \$222.87 balance. Additional back up was sent.

Tenant Issues Encountered, Status of Other Outstanding Issues, Contract Procurements, Projects, Accounting issues, etc.:

1. Contract for landscaping services expires on April 30, 2018. Management has completed the informal bidding process. The winning bidder is awaiting board approval at the next board meeting scheduled on April 5, 2108.
2. Management has acquired bids for the restroom remodel in the Fuqua Center.

Management is working on the following projects:

1. Management has begun the process of updating the two monument signs located off of Roberts Ave. and Orange Ave. Denise Bilbow is working with the sign company to insure the graphics are correct. It is expected that the signs will be completed no later than April 30, 2018.
2. Annuals will be planted at the Fuqua Center in the spring after the necessary irrigation repairs have been completed to the flower beds.