

Holland SmartZone Local Development Authority
Board of Directors Meeting
Wednesday, December 13 @ 12:00 PM
Holland City Hall, Training Room
270 S River Ave. Holland

Members:	Peter Beukema, Marcia Bishop, Brian Burch, Vince Bush, Frank Garcia, Craig Hall, Ann Harten, Paul Hunt, Jill Miller, Mat Nguyen, Randall Schipper, Tim Vagle
Ex-Officio Members:	Don Komejan, Fred Molnar, Paul Sachs, Scott Spoelhof
Lakeshore Advantage Staff:	Brooke Corbin, Angela Huesman, Jennifer Owens,
Copies To:	Holland Charter Township, Township Clerk, Ottawa County Clerk

Agenda

- | | | |
|----|--|----------------|
| 1. | Call to Order | Craig Hall |
| 2. | Public Comments | Craig Hall |
| 3. | Approval of Minutes | Craig Hall |
| 4. | Report: Financial Update | Tim Vagle |
| | a. Purchase of Liability Insurance for SmartZone Board | |
| 5. | Report: Executive Director | Angela Huesman |
| | a. Metrics Update | |
| | b. Entrepreneurial Support Network Year 1 Wrap Up | |
| | c. 2018 Programming Calendar | |
| 6. | Discussion: Lakeshore Advantage Contract for Services
Entrepreneurial Support Network Project Invoice Process | Tim Vagle |
| 7. | Discussion: LDFA Meeting Schedule for 2018 | Angela Huesman |
| 8. | Adjournment | Craig Hall |

Next Meeting: March 2018
Date TBD



**Holland Satellite SmartZone Local Development Authority (LDFA)
Board of Directors Meeting
Lakeshore Advantage Lower Level Conference Room
Minutes of September 13, 2017**

Members Present: Marcia Bishop, Brian Burch, Vince Bush, Frank Garcia, Craig Hall, Ann Harten, Jill Miller, Mat Nguyen, Randall Schipper, Tim Vagle

Ex-Officio Members Present: Don Komejan, Paul Sachs, Scott Spoelhof

Absent: Peter Beukema, Paul Hunt

Lakeshore Advantage Staff: Brooke Corbin, Jennifer Owens, Kelsey Sivertson

Copies to: City of Holland Clerk, Holland Township Clerk, Ottawa County Clerk

1. Call to Order

A quorum being present the meeting was called to order at 12:05 pm.

2. Public Comment

Craig Hall asked if there were any public comments at this time. There being none, he moved to the first order of business.

3. Approval of Minutes

Motion made by Brian Burch to approve minutes from LDFA Board meeting held June 14, 2017. Support by Randall Schipper. Unanimously approved

4. Holland Fiber Initiative Presentation

Brooke Corbin introduced the board to Pete Hoffswell of the Holland Board of Public Works who provided an update on the Holland Fiber Initiative. Craig Hall asked Pete how we could help, and could we possibly get a working group in order. Pete agreed this was a good idea and was open to hear input from the board.

5. Financial Update and Audit Approval

Tim Vagle shared with the Board a financial update a proposed a city serviced audit which would be a cost savings compared to a separate audit. **Motion made by Vince Bush to approve the audit. Support by Marcia Bishop. Unanimously approved.**

6. Budget Review and Approval

Tim Vagle provided a budget review, explaining why dollars captured were much larger than had been originally forecasted. Brooke Corbin and Tim Vagle shared recommendations for how those dollars should be allocated for 2018. This budget included, a step down from HEDCOR funding, repayment of County loan, programming recommendations including the Holland ESN, Broadband Infracstructure as well as general infracstructure Development and a 15% reserve (maximum allowable by the MEDC) **Motion made by Ann Harten to approve the budget. Support by Marcia Bishop. Unanimously approved.**

7. Adjournment

Motion to adjourn the meeting at 1:25 pm was made by Randy Schipper. Supported by Ann Harten. Unanimously approved.

Respectfully submitted,



Randall Schipper
LDFA Secretary

Minutes submitted by Kelsey Sivertson 9/13/17
HSZ LDFA Board Minutes 9/13/17



Budget Performance Report

Fiscal Year to Date 11/30/17
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Y01 - Smartzone Fund										
REVENUE										
Department 000 - General Revenues										
450582.C	Contributions from Other Govts From City of Holland	.00	75,185.00	75,185.00	22.67	.00	70,135.13	5,049.87	93	16,204.16
450582.H	Contributions from Other Govts Holland Township	.00	9,770.00	9,770.00	74.15	.00	7,866.64	1,903.36	81	2,781.98
480665.0	Investment Income General	.00	800.00	800.00	.00	.00	253.99	546.01	32	154.71
480665.X	Investment Income Market Adjustment	.00	.00	.00	.00	.00	.00	.00	+++	(74.95)
Department 000 - General Revenues Totals		\$0.00	\$85,755.00	\$85,755.00	\$96.82	\$0.00	\$78,255.76	\$7,499.24	91%	\$19,065.90
REVENUE TOTALS		\$0.00	\$85,755.00	\$85,755.00	\$96.82	\$0.00	\$78,255.76	\$7,499.24	91%	\$19,065.90
EXPENSE										
Department 240 - Smartzone										
722804.0	Contractual-Legal General	.00	1,000.00	1,000.00	.00	.00	.00	1,000.00	0	104.00
722805.1	Contractual-Finance Independent Audit	.00	750.00	750.00	.00	.00	.00	750.00	0	.00
722805.3	Contractual-Finance Accounting & Budget	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
722807.C	Contractual-Architect/Engineer Infrastructure Development -City	.00	29,205.00	29,205.00	.00	.00	.00	29,205.00	0	.00
722807.H	Contractual-Architect/Engineer Infrastructure Development -HCT	.00	3,795.00	3,795.00	.00	.00	.00	3,795.00	0	.00
722809.69	Contractual-Misc Entrepreneurial Programming	.00	20,750.00	20,750.00	.00	.00	.00	20,750.00	0	.00
722809.LA	Contractual-Misc Lakeshore Advantage Services	.00	17,000.00	17,000.00	17,000.00	.00	17,000.00	.00	100	.00
722809.DDA	Contractual-Misc DDA Services	.00	1,805.00	1,805.00	.00	.00	.00	1,805.00	0	.00
723910.L	Commercial Insurance Premiums Liability Insurance	.00	1,500.00	1,500.00	.00	.00	.00	1,500.00	0	.00
723955.0	Misc. General	.00	3,400.00	3,400.00	3,400.00	.00	3,400.00	.00	100	.00
723955.M	Misc. Misc Marketing Events	.00	10,000.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Department 240 - Smartzone Totals		\$0.00	\$92,205.00	\$92,205.00	\$20,400.00	\$0.00	\$20,400.00	\$71,805.00	22%	\$104.00
EXPENSE TOTALS		\$0.00	\$92,205.00	\$92,205.00	\$20,400.00	\$0.00	\$20,400.00	\$71,805.00	22%	\$104.00
Fund Y01 - Smartzone Fund Totals										
REVENUE TOTALS		.00	85,755.00	85,755.00	96.82	.00	78,255.76	7,499.24	91%	19,065.90
EXPENSE TOTALS		.00	92,205.00	92,205.00	20,400.00	.00	20,400.00	71,805.00	22%	104.00
Fund Y01 - Smartzone Fund Totals		\$0.00	(\$6,450.00)	(\$6,450.00)	(\$20,303.18)	\$0.00	\$57,855.76	(\$64,305.76)		\$18,961.90
Grand Totals										
REVENUE TOTALS		.00	85,755.00	85,755.00	96.82	.00	78,255.76	7,499.24	91%	19,065.90
EXPENSE TOTALS		.00	92,205.00	92,205.00	20,400.00	.00	20,400.00	71,805.00	22%	104.00
Grand Totals		\$0.00	(\$6,450.00)	(\$6,450.00)	(\$20,303.18)	\$0.00	\$57,855.76	(\$64,305.76)		\$18,961.90

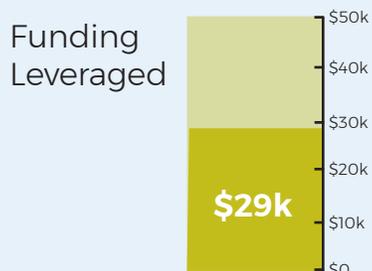
HOLLAND SMARTZONE METRICS

QUARTER 4 • 2017

PROGRAMMING

Entrepreneurial Support Network

Matching projects with in-kind services to support budding businesses.



Matches Made



Projects Completed



- Web Development
- Accounting
- Marketing

Holland SmartZone assists startups in applying for business acceleration resources to help them achieve their next milestones.

Funds Awarded



Companies Impacted



EVENTS

	Failure:Lab Holland	5x5 Night (2017)	5x5 Night (2016)	SURGE Showcase (2017)	Overall Total
Attendees	284	80	170	164	698
Positive Media	5	7	2	1	36

+ 6 storytellers

INTERACTIONS

Entrepreneurs Navigated



53 / 50

S3: Stories, Struggles & Successes



10 average attendees



LAKESHORE
ADVANTAGE

HOLLAND SMARTZONE and LAKESHORE ADVANTAGE CONTRACT

FOR SERVICES (the "Contract") is made as of April 1, 2016, by and between the **HOLLAND SMARTZONESM LOCAL DEVELOPMENT AUTHORITY** (the "Authority"), a Michigan statutory authority created by the City of Holland and Holland Charter Township, Michigan, pursuant to Act 281 of the Public Acts of Michigan of 1986, as amended ("Act 281"), with its principal offices at 242 Howard Ave., Holland Michigan 49424 and **LAKESHORE ADVANTAGE**, a Michigan not-for-profit corporation, with its principal offices at 201 W. Washington Ave, Zeeland Michigan 49464.

Pursuant to the provisions of Act 281 and its Development Plan and Tax Increment Financing Plan (the "Plans"), the Authority seeks (a) to promote, encourage, advance and cause high technology activity (as defined in Act 281) entrepreneurship throughout the Authority District (as identified in the Plans) within the Authority's Certified Technology Park (as identified in the Plans) and (b) encourage the coordination and collaboration of entrepreneurship throughout the West Michigan region. Lakeshore Advantage has a significant background and experience in promoting, encouraging, and advancing new entrepreneurship and is willing to act as the collaborator with the Holland Satellite SmartZone on entrepreneurial services in the West Michigan region and especially to provide certain services to the Authority consistent with its Plans throughout the Authority District within the Authority's Certified Technology Park.

For one dollar and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Authority and Lakeshore Advantage hereby agree as follows:

- 1. Term.** The term of this Contract shall be for two years commencing April 1, 2016, and ending March 31, 2018 (the "Term"). It is anticipated that the term may be extended

from time to time, which may be accomplished by an addendum to this Memorandum signed by both parties.

2. **Services.** Lakeshore Advantage agrees, in accordance with the Authority's Plans, to provide, market, accelerate, incubate and provide navigator services related to high technology entrepreneurship throughout the Authority District within the Authority's Certified Technology Park (the "Services") during the Term.

3. **Measurement.** During the Term, Lakeshore Advantage shall perform the Services to meet the measurements (the "Measurements") described and attached hereto as Attachment I to this Contract. This includes continuation of the monthly reporting metrics throughout the Term required by the Michigan Economic Development Corporation (the "MEDC").

4. **Budget.** The Budget for the Services for the Term of this Contract shall not exceed the amount of \$140,000 in in-kind support donated to the SmartZone by Lakeshore Advantage.

5. **Reporting to Authority Board.** Lakeshore Advantage shall provide a report regarding Lakeshore Advantage's activities related to performance of the Services pursuant to this Contract at each regular meeting of the Authority Board during the Term.

6. **Termination.** The Authority may terminate this Contract upon thirty (30) days written notice to Lakeshore Advantage, if Lakeshore Advantage does not meet the requirement(s) for a Budgeted Funds distribution pursuant to paragraph 5 hereof. If the Authority should terminate this Contract pursuant to this paragraph, the Authority shall forgo the in-kind services provided by Lakeshore Advantage. Lakeshore Advantage may terminate this Contract upon fifteen (15) days written notice to the Authority, if the Authority does not make a

distribution of Budgeted Funds to Lakeshore Advantage and Lakeshore Advantage shall be paid for its cost of performing the Services to the date of termination.

7. Independent Contractor Relationship. The relationship of the Authority and Lakeshore Advantage under this Contract is that of independent contractors. Neither the Authority or Lakeshore Advantage nor their respective officers, boardmembers, employees, agents or representatives shall be deemed to be officers, boardmembers, employees, agents or representatives of the other.

8. Insurance. During the Term of this Memorandum, Lakeshore Advantage agrees to obtain and keep in effect a general liability insurance policy insuring against injury to persons and damage to property caused by employees, agents or representatives of Lakeshore Advantage in the performance of the Services in the amount of \$1,000,000 occurrence and \$ 2,000,000 the annual aggregate. Such policy shall be obtained from an insurer licensed to do business in the State of Michigan, shall name the Authority as an addition or co-insured, and shall provide that the policy may not be terminated or cancelled without thirty (30) days prior written notice to the Authority. Upon request, Lakeshore advantage shall provide the Authority a copy of the insurance policy or certificate of insurance evidencing coverage.

9. Dispute Resolution. Before the Authority or Lakeshore Advantage may undertake any legal or equitable action pursuant to or to enforce any provision of this Contract, that party shall first notify in writing the other party of the basis for the claim and the parties shall meet within fifteen (15) days of such notification to discuss and seek to resolve the dispute.

10. Notice. Any notice or communication required, permitted or desired to be given under this Contract shall be deemed effectively given when personally delivered or mailed by

first-class mail addressed to those addresses first provided above to the attention of the Chair in the case of the Authority and to the attention of the Manager of Innovation Solutions in the case of Lakeshore Advantage. The parties may, by written notice, designate any future or different address to which subsequent notices or communications may be given.

11. Governing Law. This Contract shall be construed in all respects in accordance with the laws of the State of Michigan.

12. Binding Effect. The covenants and agreements herein shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

13. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter and there are no other representations, promises or agreements, oral or written, expressed or implied, between the parties hereto with respect to this Contract

14. Amendments. This Contract may not be amended, changed, modified or altered without written approval or consent of the parties hereto.

15. Attachments. Any attachments attached hereto are incorporated herein as though fully stated herein.

16. Assignment. This Contract and the rights and obligations hereunder shall not be assignable unless both parties hereto agree, in writing to such assignment.

17. Waiver. The waiver of either party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract.

18. **Parties.** This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any provision contained herein.

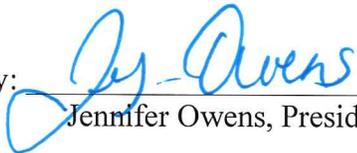
19. **Effective Date.** This Contract shall be effective as of the date set forth in the first paragraph hereof.

IN WITNESS WHEREOF, the Authority and Lakeshore Advantage have caused these presents to be signed by their respective duly authorized representatives as of the day and year first written above.

**HOLLAND SMARTZONESM
LOCAL DEVELOPMENT AUTHORITY**

By: 
Craig Hall, Chairperson

LAKESHORE ADVANTAGE

By: 
Jennifer Owens, President

Attachment I

Measurements

*Unless otherwise noted, the measurements listed above shall be limited to Services, as defined in this Contract, provided in the Holland Satellite SmartZonesm Authority District for the benefit of eligible property in the Holland SmartZonesm Certified Technology Park.

The creation, support and execution of programs and initiatives designed to create and support technology driven entrepreneurial activity. Eligible Functions of Lakeshore Advantage include; planning, developing and implementing entrepreneurial support programming and entrepreneurial education programming, SmartZone communications, marketing and event management, the monitoring and reporting of established program metrics and outcomes to LDFA board, City of Holland, Holland Charter Township and the Michigan Economic Development Corporation (MEDC), MEDC quarterly SmartZone meeting attendance, Grand Rapids SmartZone partnership programming and joint marketing, LDFA board communications, meeting coordination and minutes in partnership with LDFA Secretary and/or a staff member at the City of Holland, Holland Charter Township or an outside contracted agency or official managed by the local units of government for administration and annual entrepreneurial support operations budget.