

August 20, 2020 Board Meeting / 11:30 AM – 1:00 PM

Agenda for the Meeting of the S3R3 Solutions Board of Directors

As per the Governor's Proclamation 20-28, this meeting will be held using an online meeting service.

Instructions on how to join the call are as follows:

Join Zoom Meeting

<https://zoom.us/j/91717199871?pwd=MXBzVU1XcXRzRm1MZVd6cC9JSXk4UT09>

Meeting ID: 917 1719 9871

Passcode: 468012

For a complete packet of materials please go to S3R3Solutions.com

Welcome and Introductions

Public Comment/Courtesy of the Floor

Action Items

- Action Item No. 01: Consent Agenda
 - Approval of Minutes for the July 16, 2020 Regular Board Meeting
 - Approval of the July 11 – August 10, 2020 Financials
- Action Item No. 02: Authorize Amendment No 1 to the West Plains Chamber Sublease

Project Updates, Presentations and Briefings

- Project Updates
 - Wetland Mitigation Bank
 - The West Plains Connection Project
 - TIB Grant Application
 - Public Outreach
 - Transportation Network
 - Capacity/New Development
 - County Road Tax
 - Warehouse
 - Business Recruitment
 - Manufacturing
 - Transload
- Board Position Expirations/Solicitation
- Additional Staffing – Follow Up from Sub Committee Meeting
- Meeting Schedule
 - 3rd Thursday of Month
 - Board Retreat

Other Business

1. Unfinished Business
2. New Business

Board Member Items

Executive Session

An Executive Session may be called during the meeting. The purpose must be announced and is limited by RCW 42.30.110. Examples include: (1) to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)); (2) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); and (3) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (final action selling or leasing public property shall be taken in a meeting open to the public)(RCW 42.30.110(1)(c)).

Adjourn



Action Item No: 082020-01
Consent Agenda

Board Meeting Date: August 20, 2020

Subject: Approval of Minutes
Approval of Financials

Background:

July 16, 2020 Board Meeting Minutes and Financials for period July 11 to August 10, 2020

Recommendation:

Recommendation is for the S3R3 Solutions board to approve the meeting minutes for the regular Board Meeting held on July 11, 2020 and Financials for period July 11 to August 10, 2020.

Submitted By:

Todd M Coleman, Executive Director

Date Action Taken: _____

Motion By: _____

Seconded By: _____

Action Taken: (Approved) (Rejected) (Deferred to: _____)

Approved as modified: _____

July 16, 2020

11:30 AM – 1:00 PM, scheduled time

Minutes - Regular Meeting (held via teleconference due to Governor's Proclamation 20-28)

Attendance

S3R3 Solutions Members present via teleconference: Greg Birchell, William Butler, Al French, Larry Krauter

S3R3 Solutions Members absent: Breean Beggs, Wes Crago, Gerry Gemmill,

S3R3 Solutions Staff physically present: Todd Coleman; Executive Director, Sueann Herkel; Executive Assistant

S3R3 Solutions Staff present via teleconference: Taud Hume; Legal Counsel

S3R3 Solutions Staff absent: None

Guests present: Toby Broemmeling

Guests present via teleconference: Aimee Navickis-Brasch

Meeting called to order 11:30 am

Welcome and Introductions:

Board Chair Al French conducted roll call of Board, quorum present.

Public Comment/Courtesy of the Floor:

None

Action Items Number 1-Consent Agenda

Board Chair Al French requested comment on Consent Agenda Action Items which included Minutes for the May 21, 2020 Regular Board Meeting and May 11 – July 10, 2020 Financials. Hearing none, he called for a motion for approval of all items as presented in the Consent Agenda. Board Vice Chair Bill Butler motioned for approval, Board Treasurer Larry Krauter seconded, motion passed unanimously.

Action Item Number 2 – Approve a Contract with Osborn Consulting, Inc. for the Phase 3 Stormwater Management Plan

After reviewing the Phase 3 Scope, discussion regarding calling the plan a management/**conceptual** plan instead of **comprehensive plan**. Board Chair Al French called for a motion for approval for the Executive Director to execute a contract with Osborn Consulting, Inc. in an amount not to exceed \$451,875 to complete the Phase 3 Stormwater Study scope of work. Board Vice Chair Bill Butler motioned for approval, Board Treasurer Larry Krauter seconded, motion passed unanimously.

Project Updates, Presentations and Briefings:

1. Executive Director Todd Coleman provided an update of the second quarter financials reporting that S3R3 Solutions is solid with mid-year projections. Highlighted points include:
 - a. Changes in HR dollars in 5 Year Projected Cash Flow to include salary and benefits for additional employee and,
 - b. Increase in Stormwater Study as directly related to Action Item 2.
2. Executive Director Todd Coleman discussed the need for additional staff to accomplish marketing, acquire additional funding, build and maintain local efforts and focus on existing companies for expansion. Board Vice Chair Bill Butler agrees with the need for personnel expansion and that it demonstrates S3R3 Solutions as proactive. Board Treasurer Larry Krauter sees the expansion as beneficial for Executive Director Todd Coleman so that he can focus on external recruitment. Other position titles such as Business Development Specialist and Project Manager were mentioned however, comments were made to the need to include “executive” in the position title so companies feel as though they are speaking to a person of action and authority. Consensus is that S3R3 Solutions needs more manpower and to determine the nature of that resource. Some members of the Board would like to assist in the process of developing a position description. Board Vice Chair Bill Butler agrees but wants the process to move forward. A meeting will be established between Bill Butler, Todd Coleman, Al French and Larry Krauter to develop the position description and move forward with the personnel expansion.

3. The Mullen Letter of Intent (LOI) was discussed and since legal counsel for S3R3 Solutions Taud Hume confirmed that the LOI is nonbinding, Board Chair Al French called for a motion to extend. Board Treasurer Larry Krauter motioned for approval, Board Secretary Greg Birchell seconded, motion passed unanimously.
4. The West Plains Transportation Capacity was discussed specifically mentioning the Washington State Department of Transportation's (WSDOT) comment that the interchanges off Interstate 90 cannot accommodate additional development. Board Vice Chair Bill Butler wants to be on the offensive and proposed a partnership between S3R3 Solutions, Airway Heights, Spokane International Airport and Spokane County to move forward on transportation needs in the West Plains. That idea was well received. Further discussion led to providing a conceptual plan for future needs.

Other Business:

1. Unfinished Business
None
2. New Business
None

Board Member Items:

None

Executive Session:

None

At 1:05 PM July 16, 2020 Meeting was adjourned.

West Plains Airport Area PDA

BALANCE SHEET DETAIL

As of August 10, 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
ASSETS									
1111000 BUSINESS CHECKING (6532)									
	Beginning Balance								57,261.18
07/15/2020	Transfer			Transfer from savings to checking for operational expenses	1111001 Business Savings (0374)	\$70,000.00	70,000.00		127,261.18
07/15/2020	Expense		Epic Sports Restaurant	July 2020 - Epic Restaurant - Meeting between ED and Mark Norton (INWAC)	5587049 Business Meals		\$36.75	-36.75	127,224.43
07/16/2020	Expense		Subway	July 16, 2020 - Subway - lunch for Board Meeting attendees	5587049 Business Meals		\$32.48	-32.48	127,191.95
07/16/2020	Tax Payment		WA Employment Security Department	Tax Payment for Period: 04/01/2020-06/30/2020	Employer Payroll Taxes Payable		\$141.72	-141.72	127,050.23
07/16/2020	Tax Payment		WA Employment Security Department	Tax Payment for Period: 04/01/2020-06/30/2020	-Split-		\$714.03	-714.03	126,336.20
07/18/2020	Expense		Zoom Video Communications	July 2020 - Zoom Communications - yearly fee for internet conferencing	Communications:Internet		\$326.49	-326.49	126,009.71
07/20/2020	Expense		Sunshine Disposal	July 2020 - waste collection for month of June 2020	5587042 Utilities		\$73.56	-73.56	125,936.15
07/20/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/01/2020-07/15/2020	Direct Deposit Payable		\$3,824.95	-3,824.95	122,111.20
07/20/2020	Payroll Check	DD	Sueann K. Herkel	Pay Period: 07/01/2020-07/15/2020	Direct Deposit Payable		\$1,692.41	-1,692.41	120,418.79
07/20/2020	Expense		Intuit	July 2020 - Intuit QuickBooks - payroll processing 20 Jul - 20 Aug 2020	Legal & Professional Services:Accounting Services		\$57.72	-57.72	120,361.07
07/20/2020	Expense		Washington DRS	July 2020 - DRS - 1st pay period of July 2020	5587022 Economic Development - Benefits:Payroll Expenses - PERS		\$1,886.96	-1,886.96	118,474.11
07/20/2020	Expense		Verizon	July 2020 - Verizon - Cell phone for ED	Communications:Phone Expense		\$81.17	-81.17	118,392.94
07/20/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/01/2020-07/15/2020	Direct Deposit Payable		\$1,500.00	-1,500.00	116,892.94
07/21/2020	Check	1267	OAC Services	July 2020 - OAC Services - Inv 139120 Task Order 1 - Air Cargo	Legal & Professional Services:Consultant, PW and Vendor Rosters		\$2,695.00	-2,695.00	114,197.94
07/21/2020	Check	1268	Osborne Consulting Incorporated	Stormwater Invoice 5321 work performed May and June of 2020 - Phase 2	Legal & Professional Services:Consultant, PW and Vendor Rosters		\$25,324.62	-	88,873.32
07/21/2020	Check	1265	T-O Engineers	July 2020 - 6/10/12 Project Inv 2002 16-1	Legal & Professional Services:Consultant, PW and Vendor Rosters		\$40,917.96	-	47,955.36
07/21/2020	Check	1266	T-O Engineers	July 2020 - Welland Mitigation Bank services for June 2020	Legal & Professional Services:Consultant, PW and Vendor Rosters		\$747.50	-747.50	47,207.86
07/21/2020	Check	1269	Anastasi Moore & Martin	Accounting Services - June - Inv 98397	Legal & Professional Services:Accounting Services		\$143.25	-143.25	47,064.61
07/21/2020	Expense		My Fresh Basket	July 20, 2020 - My Fresh Basket - items for inhouse meeting	5587049 Business Meals		\$43.97	-43.97	47,020.64
07/22/2020	Expense		United States Postal Service	July 22, 2020 - USPS - purchase of stamps	Communications:Postage		\$44.00	-44.00	46,976.64
07/23/2020	Expense		Anthony's Restaurant	July 22, 2020 - Anthony's - Corporate lunch with ED, members of the Board and guest executive from Amazon	5587049 Business Meals		\$193.01	-193.01	46,783.63
07/24/2020	Deposit		City of Spokane*	July 2020 - City of Spokane - reimbursement received for 6/10/12 project	3370101 Connection City of Spokane Reimbursement	\$10,229.49	10,229.49		57,013.12
07/27/2020	Expense		Intrinium	July 2020 - Intrinium - IT service for August 2020	Legal & Professional Services:IT Services		\$525.96	-525.96	56,487.16
07/28/2020	Check	1270	Spokane International Airport	July 2020 - Spokane International Airport - rent for August 2020	5587046 Rent & Lease		\$1,178.67	-1,178.67	55,308.49
07/29/2020	Expense		Avista	August 2020 - Gas bill from Avista for 7/7 - 8/6	5587042 Utilities		\$9.55	-9.55	55,298.94
07/30/2020	Deposit		West Plains Chamber of Commerce	August 2020 - West Plains Chamber of Commerce - rent/utilities for August 2020	3620000 Rents and Leases Income	\$650.00	650.00		55,948.94
07/31/2020	Tax Payment		WA Labor & Industries	Tax Payment for Period: 04/01/2020-06/30/2020	Employer Payroll Taxes Payable		\$100.80	-100.80	55,848.14
07/31/2020	Expense		Spokandy	Aug 2020 - Spokandy - thank you gift to Anthony's for opening early for a business meeting	Other Business Expenses:Other Miscellaneous Expense		\$73.94	-73.94	55,774.20
07/31/2020	Expense		My Fresh Basket	July 30, 2020 - My Fresh Basket - thank you gift to Anthony's for opening early for a business meeting	Other Business Expenses:Other Miscellaneous Expense		\$40.28	-40.28	55,733.92
07/31/2020	Deposit		STCU	August 2020 - interest earned for July 2020	3614000 Interest Earned	\$18.27	18.27		55,752.19
08/03/2020	Expense		Washington State Dept of L & I	August 2020 - WA Department of Labor - L&I 2nd Quarter	Economic Development - Benefits:Payroll Taxes:L&I		\$101.62	-101.62	55,650.57
08/03/2020	Expense		Piera	Office phone and internet for August 2020	-Split-		\$309.00	-309.00	55,341.57
08/05/2020	Expense		Washington DRS	Aug 2020 - PERS - amount that was underpaid in May 2020	5587022 Economic Development - Benefits:Payroll Expenses - PERS		\$11.79	-11.79	55,329.78
08/05/2020	Expense		Washington DRS	August 2020 - DRS - PERS payment for second pay period of July 2020	5587022 Economic Development - Benefits:Payroll Expenses - PERS		\$1,886.96	-1,886.96	53,442.82
08/05/2020	Expense		QuickBooks Team	August 2020 - QuickBooks - monthly fee for software support	5587030 Office Supplies & Software		\$43.56	-43.56	53,399.26
08/05/2020	Expense		Spokane Parking Services	August 4, 2020 - parking to meet with Gerry Gemmill, board member	Travel:Travel Parking		\$1.80	-1.80	53,397.46
08/05/2020	Expense		Spokane Parking Services	August 4, 2020 - parking for meeting with Wes Crago, board member	Travel:Travel Parking		\$1.80	-1.80	53,395.66
08/05/2020	Payroll Check	DD	Sueann K. Herkel	Pay Period: 07/16/2020-07/31/2020	Direct Deposit Payable		\$1,679.62	-1,679.62	51,716.04
08/05/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/16/2020-07/31/2020	Direct Deposit Payable		\$1,500.00	-1,500.00	50,216.04
08/05/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/16/2020-07/31/2020	Direct Deposit Payable		\$3,824.94	-3,824.94	46,391.10
08/05/2020	Expense		O'Donnells	August 4, 2020 - O'Donnells - business meeting with Gerry Gemmill, board member	5587049 Business Meals		\$17.75	-17.75	46,373.35
08/07/2020	Deposit		City of Spokane*	August 2020 - City of Spokane - reimbursement for 6/10/12 project Inv 6/10/12 02 SP	3370101 Connection City of Spokane Reimbursement	\$18,453.05	18,453.05		64,826.40
08/10/2020	Tax Payment		IRS	Tax Payment for Period: 07/01/2020-07/31/2020	Employer Payroll Taxes Payable		\$4,673.76	-4,673.76	60,152.64
Total for 1111000 BUSINESS CHECKING (6532)								\$2,891.46	
1111001 Business Savings (0374)									
	Beginning Balance								149,324.08
07/15/2020	Transfer			Transfer from savings to checking for operational expenses	1111000 BUSINESS CHECKING (6532)	\$70,000.00			79,324.08
07/31/2020	Deposit		STCU	August 2020 - Interest earned for July 2020	3614000 Interest Earned	\$9.40	9.40		79,333.48
Total for 1111001 Business Savings (0374)								\$ -	
1114000 Spokane County Investment Pool								69,990.60	
	Beginning Balance								1,434,660.50
Total for 1114000 Spokane County Investment Pool									
1880130 Fixed Asset Printer									
	Beginning Balance								2,713.10
Total for 1880130 Fixed Asset Printer									
1880140 Cable System									
	Beginning Balance								3,658.22
Total for 1880140 Cable System									

West Plains Airport Area PDA

BALANCE SHEET DETAIL

As of August 10, 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
TOTAL ASSETS								\$ - 67,089.14	\$1,580,517.94

West Plains Airport Area PDA

BALANCE SHEET DETAIL

As of August 10, 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
LIABILITIES AND EQUITY									
Liabilities									
Direct Deposit Payable									
07/20/2020	Payroll Check	DD	Todd Coleman	Direct Deposit 2	Direct Deposit Payable		\$1,500.00	1,500.00	1,500.00
07/20/2020	Payroll Check	DD	Todd Coleman	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$3,824.95		-3,824.95	-2,324.95
07/20/2020	Payroll Check	DD	Todd Coleman	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$1,500.00		-1,500.00	-3,824.95
07/20/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/01/2020-07/15/2020	-Split-		\$3,824.95	3,824.95	0.00
07/20/2020	Payroll Check	DD	Sueann K. Herkel	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$1,692.41		-1,692.41	-1,692.41
07/20/2020	Payroll Check	DD	Sueann K. Herkel	Pay Period: 07/01/2020-07/15/2020	-Split-		\$1,692.41	1,692.41	0.00
08/05/2020	Payroll Check	DD	Todd Coleman	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$3,824.94		-3,824.94	-3,824.94
08/05/2020	Payroll Check	DD	Todd Coleman	Direct Deposit 2	Direct Deposit Payable		\$1,500.00	1,500.00	-2,324.94
08/05/2020	Payroll Check	DD	Sueann K. Herkel	Pay Period: 07/16/2020-07/31/2020	-Split-		\$1,679.62	1,679.62	-645.32
08/05/2020	Payroll Check	DD	Todd Coleman	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$1,500.00		-1,500.00	-2,145.32
08/05/2020	Payroll Check	DD	Sueann K. Herkel	Direct Deposit	1111000 BUSINESS CHECKING (6532)	\$1,679.62		-1,679.62	-3,824.94
08/05/2020	Payroll Check	DD	Todd Coleman	Pay Period: 07/16/2020-07/31/2020	-Split-		\$3,824.94	3,824.94	0.00
Total for Direct Deposit Payable								\$0.00	
Employee Payroll Taxes Payable									
Beginning Balance									
07/20/2020	Payroll Check	DD	Sueann K. Herkel	PFML Employee	Direct Deposit Payable		\$2.44	2.44	209.94
07/20/2020	Payroll Check	DD	Todd Coleman	PFML Employee	Direct Deposit Payable		\$9.12	9.12	221.50
08/05/2020	Payroll Check	DD	Todd Coleman	PFML Employee	Direct Deposit Payable		\$9.12	9.12	230.62
08/05/2020	Payroll Check	DD	Sueann K. Herkel	PFML Employee	Direct Deposit Payable		\$2.44	2.44	233.06
Total for Employee Payroll Taxes Payable								\$23.12	
Employer Payroll Taxes Payable									
Beginning Balance									
07/16/2020	Tax Payment		WA Employment Security Department	WA Paid Family and Medical Leave Tax	1111000 BUSINESS CHECKING (6532)	\$141.72		-141.72	3,931.64
07/16/2020	Tax Payment		WA Employment Security Department	WA SUI Employer	1111000 BUSINESS CHECKING (6532)		\$0.02	0.02	3,789.94
07/16/2020	Tax Payment		WA Employment Security Department	WA SUI Employer	1111000 BUSINESS CHECKING (6532)	\$714.03		-714.03	3,075.91
07/20/2020	Payroll Check	DD	Sueann K. Herkel	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	3,075.91
07/20/2020	Payroll Check	DD	Sueann K. Herkel	WA SUI Employer	Direct Deposit Payable		\$119.00	119.00	3,194.91
07/20/2020	Payroll Check	DD	Sueann K. Herkel	Federal Taxes (941/944)	Direct Deposit Payable		\$406.84	406.84	3,601.75
07/20/2020	Payroll Check	DD	Sueann K. Herkel	Federal Unemployment (940)	Direct Deposit Payable	\$0.00		0.00	3,601.75
07/20/2020	Payroll Check	DD	Sueann K. Herkel	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$5.25	5.25	3,607.00
07/20/2020	Payroll Check	DD	Todd Coleman	Federal Taxes (941/944)	Direct Deposit Payable		\$1,930.03	1,930.03	5,537.03
07/20/2020	Payroll Check	DD	Todd Coleman	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	5,537.03
07/20/2020	Payroll Check	DD	Todd Coleman	Federal Unemployment (940)	Direct Deposit Payable	\$0.00		0.00	5,537.03
07/20/2020	Payroll Check	DD	Todd Coleman	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$18.37	18.37	5,555.40
07/31/2020	Tax Payment		WA Labor & Industries	WA Workers Compensation	1111000 BUSINESS CHECKING (6532)	\$100.80		-100.80	5,454.60
08/05/2020	Payroll Check	DD	Todd Coleman	WA Workers Compensation	Direct Deposit Payable	\$0.00		0.00	5,454.60
08/05/2020	Payroll Check	DD	Sueann K. Herkel	WA Workers Compensation	Direct Deposit Payable		\$33.60	33.60	5,488.20
08/05/2020	Payroll Check	DD	Todd Coleman	Federal Taxes (941/944)	Direct Deposit Payable		\$1,930.03	1,930.03	7,418.23
08/05/2020	Payroll Check	DD	Sueann K. Herkel	WA SUI Employer	Direct Deposit Payable		\$119.01	119.01	7,537.24
08/05/2020	Payroll Check	DD	Sueann K. Herkel	Federal Taxes (941/944)	Direct Deposit Payable		\$406.82	406.82	7,944.06
08/05/2020	Payroll Check	DD	Sueann K. Herkel	Federal Unemployment (940)	Direct Deposit Payable	\$0.00		0.00	7,944.06
08/05/2020	Payroll Check	DD	Sueann K. Herkel	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$5.25	5.25	7,949.31
08/05/2020	Payroll Check	DD	Todd Coleman	WA Paid Family and Medical Leave Tax	Direct Deposit Payable		\$18.37	18.37	7,967.68
08/05/2020	Payroll Check	DD	Todd Coleman	Federal Unemployment (940)	Direct Deposit Payable	\$0.00		0.00	7,967.68
08/10/2020	Tax Payment		IRS	Federal Taxes (941/944)	1111000 BUSINESS CHECKING (6532)	\$4,673.76		-4,673.76	3,293.92
Total for Employer Payroll Taxes Payable								\$ -637.72	
PERS Payable									
Beginning Balance									
07/20/2020	Payroll Check	DD	Sueann K. Herkel	PERS	Direct Deposit Payable		\$164.07	164.07	13,372.79
07/20/2020	Payroll Check	DD	Todd Coleman	PERS - Company Contribution	Direct Deposit Payable		\$901.81	901.81	14,274.60
07/20/2020	Payroll Check	DD	Todd Coleman	PERS	Direct Deposit Payable		\$553.99	553.99	14,828.59
07/20/2020	Payroll Check	DD	Sueann K. Herkel	PERS - Company Contribution	Direct Deposit Payable		\$267.09	267.09	15,095.68
08/05/2020	Payroll Check	DD	Sueann K. Herkel	PERS	Direct Deposit Payable		\$164.07	164.07	15,259.75
08/05/2020	Payroll Check	DD	Sueann K. Herkel	PERS - Company Contribution	Direct Deposit Payable		\$267.09	267.09	15,526.84
08/05/2020	Payroll Check	DD	Todd Coleman	PERS	Direct Deposit Payable		\$553.99	553.99	16,080.83
08/05/2020	Payroll Check	DD	Todd Coleman	PERS - Company Contribution	Direct Deposit Payable		\$901.81	901.81	16,982.64
Total for PERS Payable								\$3,773.92	
OPEB									
Beginning Balance									
Total for OPEB									20,337.00
Pension Payable									
Beginning Balance									
Total for Pension Payable									49,712.00
Total Liabilities								\$3,159.32	\$90,558.62
Equity									
Retained Earnings								\$1,471,956.40	\$1,471,956.40
Net Income								\$18,002.92	\$18,002.92
Total Equity								\$1,489,959.32	\$1,489,959.32
Total Liabilities and Equity								\$1,493,118.64	\$1,580,517.94

Action Item No: 082020-02

Board Meeting Date: August 20, 2020

Subject: Approval of Amendment No 1 to the West Plains Chamber Sublease

Background:

The West Plains Chamber of Commerce is a strategic partner in the advancement of the West Plains. The Chamber currently has a sublease with S3R3 Solutions which expired July 31, 2020. S3R3 Solutions placed the Chamber into Holdover per Paragraph 28 of the Sublease Agreement. There are several office buildings in the planning stage in the West Plains which the Chamber is considering. The construction of these buildings has been delayed due to COVID and other conditions. Amendment No 1 to the West Plains Chamber Sublease would extend the Sublease through December 31, 2020 consistent with the Consent to Sublease with Spokane International Airport.

The Chamber will continue to pay the PDA \$650 per month for its use of the office space and its share of the utilities.

Recommendation:

Recommendation is for the S3R3 Solutions board to approve Amendment No. 1 to extend the Sublease with the West Plains Chamber through December 31, 2020.

Submitted By:

Todd M Coleman, Executive Director

Date Action Taken: _____

Motion By: _____

Seconded By: _____

Action Taken: (Approved) (Rejected) (Deferred to: _____)

Approved as modified: _____

AMENDMENT NO 1 TO SUBLEASE

Between
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
And
WEST PLAINS CHAMBER OF COMMERCE

This Amendment No 1 to the Sublease Agreement (this "Sublease"), is entered into as of the mutual execution hereof, by and between WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (dba S3R3 Solutions), a Washington public corporation defined under RCW 35.21 (hereinafter "Sublessor"), and the WEST PLAINS CHAMBER OF COMMERCE, a Washington non-profit corporation (hereinafter "Sublessee"), who are collectively referred to herein as the "Parties."

The original sublease signed October 25, 2019 is amended as follows. All other provisions remain in effect unless specifically noted below:

1. TERM. The term ("Term") of this Sublease shall begin on October 1, 2019 (the "Commencement Date") and end on ~~July~~ December 31, 2020 (the "Expiration Date"), which may be extended upon the mutual written consent of the Parties.
2. Amended Consent to Sublease is attached as Exhibit A.
3. Sublease Agreement is attached as Exhibit B.

LESSOR:

S3R3 SOLUTIONS

LESSEE:

**WEST PLAINS CHAMBER OF
COMMERCE**

Approved by:

Approved by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the _____ of **WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY, SUBLESSOR**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Printed Name: _____
Notary Public in and for the state of Washington
My appointment expires: _____

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the _____ of **WEST PLAINS CHAMBER OF COMMERCE, SUBLESSEE**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Printed Name: _____
Notary Public in and for the state of Washington
My appointment expires: _____

EXHIBIT A
CONSENT TO SUBLEASE

CONSENT TO SUBLEASE

THIS CONSENT, made and entered into, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and WEST PLAINS AIRPORT PUBLIC DEVELOPMENT AUTHORITY (PDA) dba S3R3 SOLUTIONS, a Public Development Authority organized by and between the City and County of Spokane, and the WEST PLAINS CHAMBER OF COMMERCE, a Washington non-profit corporation, hereinafter referred to as "Lessee" and "Sublessee," respectively;

WITNESSETH THAT:

WHEREAS, the Lessee hereto did enter into a Lease Agreement, hereinafter referred to as "Agreement", dated June 14, 2018 and amended on November 2, 2018, whereby Lessee leased certain Premises at the Spokane International Airport Business Park, hereinafter referred to as "Business Park" and

WHEREAS, the said Agreement provides that Lessee must obtain written approval from the Airport to sublet any part of the Premises; and

WHEREAS, Lessee has requested that the Airport extend its consent to the sublease of a portion of Suite 103A and all of Suite 103B, Building 1100 to Sublessee, as set forth in the Agreement dated August 1, 2020, attached hereto and made a part hereof

NOW THEREFORE, the Airport does hereby consent to the sublease of the Premises to Sublessee subject to the following terms and conditions, effective August 1, 2020:

1. This Consent shall be approved on a month to month basis and shall expire no later than January 31, 2021. This Consent may be cancelled with thirty (30) days' advance written notice by either party unless such notice requirement is waived by Lessee and Airport.
2. This Consent shall in no manner be construed to be a consent by the Airport to any further assignment or subletting of the Premises demised in the above referenced Agreement without prior written consent of the Airport.
3. This Consent shall in no manner release Lessee, its successors or assigns from any obligations or otherwise performing as required by the Agreement. Sublessee shall use the Premises in accordance with the Agreement and the Airport Business Park Covenants, Conditions and Restrictions, incorporated by way of reference at the Business Park as applicable, attached hereto and made a part hereof, which may from time to time be amended and for no other purpose without the prior written consent of the Airport. Failure to conform or to comply with the hereinabove conditions and any applicable Airport rules, regulations and standards may result in termination of this consent.

4. Upon execution of this Consent to Sublease, Sublessee shall be and agrees to be bound by all terms and conditions of said Agreement. Such agreement shall be deemed to be given upon execution of this Consent to Sublease.


5. Lessee shall provide to the Airport a copy of the signed Sublease Agreement between Lessee and Sublessee and any other agreements between the Parties which may impact the interests of the Airport.


6. This Consent to Sublease and the Agreement referenced herein are to be construed in accordance with the applicable laws, rules and regulations of the United States Government, the Federal Aviation Administration or any successor federal agency, State of Washington and the County of Spokane.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto the day and year written below.

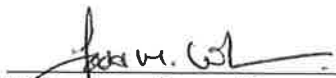
SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:



By: Lawrence J. Krauter
Chief Executive Officer
Date: 7/28/2020


Brian M. Werst
General Counsel
Date: 7-28-2020

WEST PLAINS AIRPORT PUBLIC
DEVELOPMENT AUTHORITY (PDA)
dba S3R3 SOLUTIONS


Title: Executive Director
Date: 7-28-20

WEST PLAINS CHAMBER OF
COMMERCE


Title: Executive Director
Date: 7/28/20

STATE OF Washington)
COUNTY OF Spokane) ss.

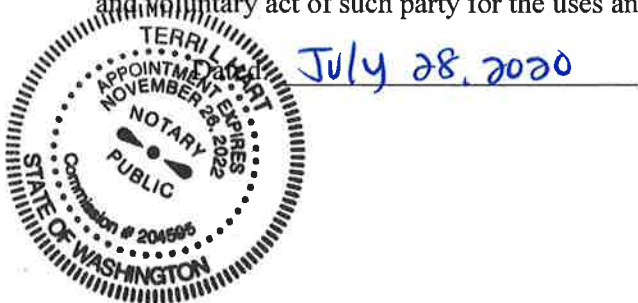
I certify that I know or have satisfactory evidence that Lawrence J. Krauter is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer for the Spokane Airport Board to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Terrill L. Hart
Notary Public
Print Name Terrill L. Hart
My commission expires Nov. 28, 2022

STATE OF Washington)
COUNTY OF Spokane) ss.

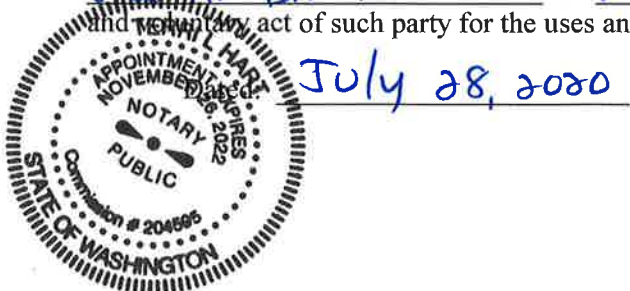
I certify that I know or have satisfactory evidence that Todd Coleman is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Exec. Director of S3R3 solutions, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Terrill L. Hart
Notary Public
Print Name Terrill L. Hart
My commission expires Nov. 28, 2022

STATE OF Washington)
COUNTY OF Spokane) ss.

I certify that I know or have satisfactory evidence that Toby Broemmeling is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of W. Plains Chamber of Commerce, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Terrill L. Hart
Notary Public
Print Name Terrill L. Hart
My commission expires Nov. 28, 2022

EXHIBIT B
SUBLEASE

SUBLEASE

Between
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
And
WEST PLAINS CHAMBER OF COMMERCE

This Sublease Agreement (this "Sublease"), is entered into as of the mutual execution hereof, by and between WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY, a Washington public corporation defined under RCW 35.21 (hereinafter "Sublessor"), and the WEST PLAINS CHAMBER OF COMMERCE, a Washington non-profit corporation (hereinafter "Sublessee"), who are collectively referred to herein as the "Parties."

1. PREMISES. Sublessor hereby agrees to sublease to Sublessee and Sublessee hereby agrees to sublease from Sublessor, on the terms and conditions set forth in this Sublease, certain premises consisting of the Guest Office (approximately 100 sq/ft), Suite 103B (approximately 614 sq/ft, including two showers for storage and office), shared use of the conference room, and shared use of the reception area (collectively, the "Premises"), which are otherwise depicted on **Exhibit A**, and which are generally located in the building leased by Sublessor and located at 7106 W. Will D Alton Lane, Ste 103A, Spokane, WA 99224 (the "Building").
2. PERMITTED USE AND PURPOSE. This Sublease is to provide the Premises to the Sublessee for the purpose of office space and storage ("Permitted Use"). No use other than as set forth in this document shall be permitted without the prior written approval of Sublessor and Lessor, as applicable. Furthermore, in using the Premises, it is expressly agreed that the Sublessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and environmental requirements and Sublessor policies as they become enacted.
3. TERM. The term ("Term") of this Sublease shall begin on October 1, 2019 (the "Commencement Date") and end on July 31, 2020 (the "Expiration Date"), which may be extended upon the mutual written consent of the Parties.
4. RENT COMMENCEMENT. Rent and monthly charges under this Sublease shall begin to accrue on the Commencement Date (the "Rent Commencement Date").
5. POSSESSION. Sublessee shall be entitled to possession on the Commencement Date, and shall yield possession to Sublessor on the Expiration Date, unless otherwise provided by this Sublease or otherwise agreed to by both parties in writing. Sublessor shall not be liable to Sublessee for any losses or damages caused by any delay in delivering possession of the Premises to Sublessee, nor shall Sublessee have any right to terminate this Sublease as a result thereof, and Sublessee's sole recourse for any such delay shall be a delay in Sublessee's obligations under this Sublease, including Sublessee's obligation to pay Rent. Taking of possession of the Premises by Sublessee for occupancy or for Sublessee to perform any initial work shall be conclusive evidence the Premises were, on that

date, in acceptable condition, except as otherwise noted by Sublessee in writing to Sublessor within ten (10) days.

6. LEASE TERMINATION. Either party shall have the unilateral right to terminate this sublease with thirty (30) days written notice to the other party.

7. TOTAL MONTHLY RENT AND OTHER CHARGES.

- a. Sublessee shall pay to Sublessor in advance, commencing on the Rent Commencement Date (prorating for any partial month) and thereafter on the first day of each calendar month during the term of this Sublease, without demand, and without deduction or offsets, to the address set forth below in the Section entitled "Address for Rent Payments," Base Rent and Operating Expenses, which shall be collectively referred to in this Sublease as "Rent." All Rent shall be paid in good funds and legal tender of the United States of America. All Rent obligations hereunder are independent covenants, and are broken down as follows:

Base Rent \$500.00

Sublessee Share of Operating Expenses \$150.00

Total monthly Rent payment = \$650.00 (herein "Rent")

- b. Late Payment Fee and NSF Charges. Sublessee acknowledges that late payment by Sublessee of Rent or other sums due will cause Sublessor to incur costs not contemplated by this Sublease, the exact amount of which costs would be extremely difficult to ascertain. Accordingly, a late charge equal to 10% of such overdue amount or \$75.00, whichever is greater, will be imposed if Rent or other charges have not been received by Sublessor by 5:00 p.m. on the fifth (5th) day following the date on which such payment was due at the address shown in the Section entitled "Address for Rent Payments." Any Rent payment which is made late shall be accompanied by Sublessee's payment of such late fees. In addition Sublessee will be assessed a service fee of not less than \$25.00 for any check which is returned as NSF (non-sufficient funds).
- c. Interest on Past Due Amounts. Any amounts owing from Sublessee to Sublessor under this Sublease shall bear interest at 12% per annum (the "Default Rate"), calculated from the due date of such payment until such payment is made in full. This interest is in addition to late charges otherwise provided for in this Sublease.
- d. Taxes on Personal Property. Sublessee shall pay all taxes assessed against Sublessee's personal property, furniture, or fixtures brought into the Premises and on any of Sublessee's Alterations or improvements made to the Premises. If any taxes for which Sublessee is liable under this subsection are levied or assessed against the Sublessor, or if the assessed value of the Building or Premises is increased by inclusion of such personal property and Sublessor pays such taxes, then Sublessee shall pay to Sublessor, within 30 days following written request therefor, the part of such taxes for which Sublessee is liable hereunder.

- e. Utilities. Charges for water, sewer, gas, electricity, and garbage collection shall be included in Operating Expenses. However, if Sublessee's usage of electricity, water or any other utility service exceeds the use of such utility Sublessor determines to be typical, normal and customary for the Building, Sublessor may determine the amount of such excess use by any reasonable means and charge Sublessee for the cost of such excess usage.
 - f. Information Technology Services. Sublessee shall provide any desired phone, data or other information technology service at its own expense.
 - g. Parking. No parking spaces or parking privileges are included with this Sublease. Parking outside the building is on a first-come-first-served basis.
8. SECURITY. Sublessor is not responsible for the security of the Premises or Building. Sublessee should direct any concerns regarding security or law enforcement to the Spokane Police Department.
9. IMPROVEMENTS AND ALTERATIONS.
- a. Sublessee shall not make any alterations, additions, improvements or other modifications to the Premises (collectively, "Alterations") without first obtaining Sublessor's prior written consent. All Alterations shall be constructed, maintained, and used by Sublessee at its sole risk and expense, in accordance with all applicable Laws and any permit requirements therefor.
 - b. Title to any Alterations shall remain with Sublessor upon termination of this Sublease and Sublessee shall surrender all Alterations along with the Premises, unless otherwise set forth herein or agreed by the parties.
 - c. Signs and Advertising. Sublessee shall not cause or permit the display of any sign, notice or advertising in or about the Premises or Building without the prior written consent of Sublessor.
 - d. Changing of Locks. Sublessee shall not change or modify locks in any portion of the Premises.
10. ACCEPTANCE AND CARE OF PREMISES.
- a. Acceptance As-Is. By signing this Sublease, Sublessee acknowledges that it has inspected the Premises and all portions of the Building and the Premises, and Sublessee accepts them in their "AS IS" condition. Sublessor makes no representations or warranties to Sublessee concerning any aspect of the Premises or Building, including no representations or warranties regarding the habitability, condition, or fitness for any particular purpose of the Premises or Building.
 - b. Care of Premises. Sublessee shall keep the Premises neat and clean and in a good and sanitary condition at all times during the Term, and shall make repairs as set forth in the Section below entitled "REPAIRS." If Sublessee fails to keep the Premises neat and clean and in a good and sanitary condition as required herein, Sublessor may at its option cause the Premises to be put into a neat, clean, good and sanitary condition and in such case

Sublessee shall pay the cost thereof promptly upon demand therefor by Sublessor. Sublessor will provide a typical janitorial service level to include trash collection; dusting open surfaces, vacuuming and spot cleaning in office areas; sweeping/mopping floors as needed when requested. At the expiration or earlier termination of this Sublease, Sublessee agrees to deliver possession of the Premises to Sublessor in as good condition as when received from Sublessor, or as later improved, excepting such ordinary wear and tear as is not inconsistent with Sublessee's maintaining the Premises in a neat, clean, good and sanitary condition and excepting any casualty not caused by Sublessee or any Sublessee Party.

11. REPAIRS.

- a. By Sublessee. Sublessee, at Sublessee's cost, shall be responsible for all repairs necessitated by damage to the Premises and Building caused by the Sublessee or Sublessee's clients, agents, employees, contractors, invitees, representatives, customers or guests ("Sublessee Parties"). Sublessee shall immediately give Sublessor written notice of need for repair of items which Sublessee is obligated to repair. Sublessor shall determine, in its sole discretion, whether Sublessor shall perform the repairs, in which case Sublessee shall pay the cost thereof upon Sublessor invoicing Sublessee for the same, or whether Sublessee is authorized and obligated to perform or contract for the performance of such repairs, in which case Sublessee shall complete the repairs without delay and shall directly pay all costs and expenses related thereto. All repairs are subject to Sublessor approval of the specifications of such repairs and the contractor(s) completing such repairs. All repairs shall be performed in a good and workmanlike manner, in compliance with all codes and other governmental regulations, and in compliance with Sublessor rules and regulations.
- b. By Sublessor. Sublessor shall perform the maintenance and repair described in the Master Lease, except as expressly provided herein. Sublessee shall immediately give Sublessor written notice of need for repair of items which Sublessor is obligated to repair, after which Sublessor shall have a reasonable opportunity and time to repair the same.
- c. Limitation of Sublessor Liability. Sublessor's liability with respect to any repairs or maintenance for which Sublessor is responsible under any of the provisions of this Sublease, or which Sublessor elects to perform, shall be limited to Sublessor's cost of such repairs or maintenance.

12. USE OF PREMISES. Except for the use, access and other rights reserved by Sublessor under this Sublease, Sublessee shall enjoy use of the Premises consistent with the stated Permitted Use. Sublessee shall promptly comply with all laws, ordinances, orders, rules, or regulations of all applicable governmental authorities now or hereafter existing (collectively "Laws") in its use of and operation of business in the Premises, including environmental Laws. Sublessee shall observe such rules and regulations as may be adopted by Sublessor from time to time for the safety, care and cleanliness of the Premises and the Building. Sublessee shall

not do or permit to be done in or about the Premises any activity which may be deemed illegal or a nuisance; which may endanger persons or property; which causes or permits waste; or which disturbs other sublessees or neighbors of the Building in which the Premises are located. Sublessee shall not use the Premises in any manner that would render the insurance risk on the Premises or any other part of the Building as more hazardous or that would increase or cause a cancellation of such insurance.

13. QUIET ENJOYMENT. As of the commencement of this Sublease, Sublessor will have good right to lease the Premises for the purpose and uses stated herein and, subject to the terms and conditions of this Sublease, Sublessee shall peaceably and quietly enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way pertaining thereto, during the term of this Sublease. Except to the extent expressly limited in this Sublease, Sublessor reserves full rights to use, control and operate all aspects of the Building and Premises in Sublessor's sole discretion and as Sublessor deems fit (which rights may be exercised without subjecting Sublessor to claims for constructive eviction, abatement of Rent, damages or other claims of any kind).
14. ACCESS. Normal building access hours are Monday to Friday, 8:00 a.m. to 6:00 p.m. Sublessee and its employees shall have 24/7 access to the Premises by key/security access during non-public hours.
15. MASTER LEASE.
 - a. Sublessor is the lessee of the Premises by virtue of a lease between Sublessor and Spokane Airport Board, and dated June 21, 2018, hereinafter the "Master Lease," a copy of which is attached hereto as **Exhibit B**. The terms of the Master Lease are incorporated herein by reference.
 - b. This Sublease is and shall be at all times subject and subordinate to the Master Lease.
 - c. The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease unless such interpretation would result in a violation of the Master Lease. As applicable, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and whenever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein with respect to the subleased Premises.
 - d. Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees and costs, arising out of Sublessee's failure to comply with or perform any of Sublessee's obligations under the Master Lease.
 - e. Sublessor agrees to comply with or perform those obligations of Sublessor arising from the Master Lease.

- f. Sublessor represents to Sublessee that it has the requisite authority to enter into this sublease pursuant to the terms and conditions of the Master Lease.
 - g. Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.
- 16. **LIENS.** Sublessee shall keep the Premises and the Building in which the Premises are situated free from any liens, encumbrances or stop work notices arising out of any work performed, materials furnished or obligations incurred by or on behalf of Sublessee or any Sublessee Party. If a lien is filed, Sublessee shall cause the same to be discharged of record within thirty (30) days; otherwise, Sublessor may, without waiving its rights and remedies for such breach by Sublessee, without releasing Sublessee from any of its obligations hereunder, and without any duty of investigating the validity of such lien, encumbrance or stop work notice, take such actions as Sublessor deems necessary to cause such lien, encumbrance or stop work notice to be released or removed, including payment in satisfaction of the claim giving rise to such lien, encumbrance or stop work notice. Sublessee shall pay to Sublessor on demand, any reasonable sum paid by it in connecting with such release or removal, together with interest at the Default Rate.
- 17. **DAMAGE OR DESTRUCTION.** If the Premises are damaged or destroyed by fire or other casualty so as to render the Premises unfit for occupancy, the Master Lessor shall have the option to restore the Premises pursuant to the Master Lease. If the Master Lessor fails or refuses to restore the Premises to the former condition, and Sublessor consequently terminates the Master Lease, then this Sublease shall terminate at the same time as the Master Lease. If the Premises are partially destroyed such that the rent paid by Sublessor to Master Lessor pursuant to the Master Lease is abated, then the Rent Sublessor charges to the Sublessee shall be similarly abated. Any Sublessee Improvements, Alterations and trade fixtures shall be restored at Sublessee's sole obligation and expense, and Sublessee's obligation to complete repairs or restoration shall be conducted in accordance with the provisions of this Sublease entitled "REPAIRS." Sublessor shall not be liable for any loss or damage whatsoever, including lost profits or other consequential damages, of Sublessee or any Sublessee Party resulting from any casualty damage.
- 18. **ATTORNEY'S FEES.** In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Sublessee, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises and/or eviction of Sublessee during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.
- 19. **GOVERNING LAW.** This Sublease shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Sublease, venue shall be proper only in Spokane County.
- 20. **SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.** Upon expiration or earlier termination of this Sublease, Sublessee shall remove all of its

furniture, equipment, trade fixtures, and other personal property and Sublessee's signage from the Premises, repair any damage caused by such removal, and yield and deliver to Sublessor possession of the Premises. Sublessee shall also return any keys to the Premises provided by Sublessor at such time. Sublessee shall schedule a walk through with Sublessor prior to and at the time of surrender of Premises. Title to any personal property remaining on the Premises ten (10) days thereafter shall be deemed to have been conveyed by Sublessee to Sublessor as if by bill of sale and without compensation therefor, and Sublessor may retain or dispose of such personal property in its sole discretion. If Sublessor elects to remove or dispose of any personal property or signage left in the Premises, or must repair any damage caused by Sublessee in removing such items, then Sublessee agrees to reimburse Sublessor for actual costs and expenses incurred to remove or dispose of such personal property and signage or to repair such damage immediately after receipt of invoice for same.

21. **ASSIGNMENT, SUBLEASE.** Sublessee shall not assign, sublease or otherwise transfer, the Premises, nor shall Sublessee encumber this Sublease or any of its interest herein (each, a "Transfer") without the written consent of Sublessor. A "Transfer" also includes any change in ownership of more than 50% of Sublessee, and any merger, consolidation, liquidation or dissolution of Sublessee.

22. **RELEASE; INDEMNIFICATION.**

- a. Sublessee hereby waives and releases all claims against Sublessor, Master Lessor, and its and their property managers, employees, officers, agents and other representatives (collectively, "Sublessor Parties") for any losses or any injury or damage to any person or property in or about the Premises or any other part of the Building by or from any cause whatsoever, including without limitation Sublessor's repair and maintenance obligations hereunder, any other work performed by Sublessor or any Sublessor Party, the failure or inadequacy of any system, equipment or other Building component, theft, negligence and criminal acts of third parties, and any acts or omissions of any other sublessees, licensees or invitees of the Building.
- b. Sublessee shall protect, defend, indemnify and hold Sublessor and the Sublessor Parties harmless from and against any and all claims, debts, demands, obligations, losses, liens, damages, judgments, injuries or liabilities now or hereafter arising from use of the Premises or any other part of the Building by Sublessee or any Sublessee Party, the design, development, construction, operation, maintenance or repair of the Premises by Sublessee or any Sublessee Party, or the conduct of Sublessee's business or from any activity, work or thing done, permitted or suffered by Sublessee, the Sublessee Parties or any person in or about the Premises, and Sublessee shall further protect, defend, indemnify and hold the Sublessor and the Sublessor Parties harmless from and against any and all claims arising from any breach or default in the performance of any obligation of Sublessee under this Sublease; provided, however, that the foregoing indemnification obligations shall not extend to the extent of any claim caused by the gross negligence or willful misconduct of Sublessor or the

Sublessor Parties. The foregoing indemnity covers actions brought by Sublessee's own employees, and Sublessee hereby waives Sublessee's immunity under Washington's Industrial Insurance Act to the extent necessary to provide Sublessor with a full indemnity from claims made by Sublessee and its employees, to the extent provided herein. The foregoing indemnification shall also be subject to the application of RCW 4.24.115. These indemnities are for the sole benefit of Sublessor and the Sublessor Parties and Sublessee and shall not inure to the benefit of any third party.

23. INSURANCE.

- a. For the duration of the term of the Sublease, Sublessee shall maintain at its sole expense the following insurance policies:
 - i. "special" form (all-risk) property insurance policy covering all of Sublessee's improvements, alterations, trade fixtures and personal property in, on or about the Premises, on a 90% replacement cost basis. In the event of loss, the proceeds of any such policy shall promptly be used by Sublessee for the restoration of its improvements, alterations and trade fixtures and the replacement of its personal property;
 - ii. commercial general liability and professional liability policy with limits of not less than \$1,000,000 per occurrence, which insurance shall insure against liability arising out of this Sublease, the use, improvement or maintenance of the Premises and all areas appurtenant thereto by Sublessee and the Sublessee Parties, shall cover Sublessee's business at the Premises and shall also cover all indemnification obligations of Sublessee hereunder;
 - iii. automobile liability policy with limits of not less than \$1,000,000 per occurrence, covering all owned, non-owned and hired autos;
 - iv. workers' compensation insurance in amounts as required by statute and additional employers' liability insurance with limits of not less than \$1,000,000 per occurrence; and
 - v. any other form or forms of insurance as Sublessor or any of its lenders may reasonably require from time to time in forms, in amounts and for insurance risks against which a prudent Sublessee would protect itself.
- b. All such insurance shall be issued by carriers acceptable to Sublessor, shall name Sublessor and any of its property managers as an additional insureds and permit recovery on such policies by Sublessor and such additional insureds on a primary, non-contributing basis. Proof and certificate of such coverage shall be delivered to Sublessor prior to commencement of this Sublease. Sublessee shall be solely responsible for payment of premiums, deductibles and co-payments. If Sublessee fails to procure or maintain the insurance required by this Section, Sublessor may (but is not required to) obtain and maintain such insurance on behalf of Sublessee, and all

premiums paid by Sublessor therefor shall be deemed to be additional Rent and shall be due on the payment date of the next installment of Rent under this Sublease. Sublessee's failure to obtain or maintain any insurance required under this Sublease shall constitute a material breach of the Sublease.

- c. Sublessor shall have the right, in its sole discretion, to maintain any insurance policy or policies associated with the Building Premises that Sublessor may elect and the costs thereof shall be included as Operating Costs. Sublessor may also elect, in its sole discretion, to self-insure against any or all risks associated with the Building or Premises. In all events, however, all of the insurance policies required to be carried by Sublessee under this Sublease shall remain primary and non-contributory with respect to any policies then carried by Sublessor or any self-insurance elected by Sublessor (and if Sublessee fails to maintain any required insurance hereunder, Sublessee shall be liable for all amounts as otherwise would have been available under such insurance before looking to any Sublessor policy or self-insurance.)
24. CAPTIONS. The captions and section headings herein are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.
25. NOTICES. Notices under this Sublease shall be in writing and delivered in person, sent by registered or certified U.S. mail (return receipt requested) or via reputable overnight courier to the parties at their respective addresses as set forth below, or to such other place as may hereafter be designated by either party in writing. Notices shall be effective the same day as delivered, if delivered in person, three (3) business days after the postmark date if delivered by registered or certified U.S. mail (return receipt requested), and the next business day after deposit if delivered by overnight courier.

Sublessor:

West Plains Airport Area Public Development Authority
Attn: Todd Coleman
7106 W. Will D Alton Lane, Ste. 103A
Spokane, WA 99224
(509) 607-6556

And to:

Taodd A. Hume
Parsons | Burnett | Bjordahl | Hume, LLP
Steamlant Square, Suite 225
159 S. Lincoln
Spokane, WA 99201

Sublessee:

West Plains Chamber
Attn: Toby Broemmeling
7106 W. Will D Alton Lane, Ste 103A
Spokane, WA 99224
(509) 747-8440

26. **BROKERS.** Sublessor and Sublessee agree that neither party has retained a broker or finder with respect to this transaction, unless otherwise specified herein. Sublessee agrees to defend and hold harmless the Sublessor from and against any commissions or other fees claimed by any broker or finder asserting they have represented Sublessee, other than such broker specified herein.
27. **NONDISCRIMINATION.** There will be no discrimination in the performance of this Sublease on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.
28. **HOLDOVER.** If the Sublessee continues to occupy or hold the Premises after expiration of the Sublease term or after any valid extension of such term, such occupancy shall constitute a tenancy at sufferance subject to all of the terms of this Sublease, except the Base Rent, which shall be accelerated to 150% of the Rent applicable to the immediately preceding term, unless Sublessor agreed in writing to waive this acceleration of Rent. Any such holdover tenancy may be terminated as provided herein.
29. **SUBLESSEE PARTIES.** Sublessee shall be responsible for ensuring that all Sublessee Parties abide by all of the terms and conditions of this Sublease that are applicable to Sublessee and Sublessee shall be liable for any breach of this Sublease, breach of any Building rules or regulations or similar matter by any Sublessee Party.
30. **SUCCESSORS AND ASSIGNS; SUBLESSOR TRANSFERS.** This Sublease shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. Sublessor shall have the right to assign or otherwise transfer its interest in the Premises or the Building or any portion thereof to any party. Upon such transfer, Sublessor shall no longer have any obligations under this Sublease and

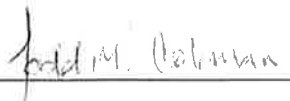
such transferee shall become sublessor hereunder and shall be deemed to have fully assumed all of Sublessor's obligations under this Sublease from and after the transfer date.

31. **SURVIVAL.** Sublessee's obligations to pay any Rent or other sums hereunder, Sublessee's releases herein, Sublessee's covenants regarding liens, encumbrances and other matters that may affect the Premises after expiration or termination of this Sublease, and Sublessee's obligations to indemnify, defend and hold harmless Sublessor and the Sublessor Parties herein shall survive the expiration or any earlier termination of this Sublease to the extent that such sum or obligation accrued during, or relating to, the period prior to expiration or earlier termination of this Sublease.
32. **COMPLIANCE WITH ADA.** It is understood and agreed that the Sublessee accepts the premises in their present condition. This acceptance includes knowledge that while the premises, when constructed, met the requirements set forth in the Americans with Disabilities Act (ADA), it may not meet current requirements. The Sublessee agrees to hold Sublessor harmless from any liability or claims due to noncompliance with the ADA. The Sublessee also agrees to conduct a self-evaluation of the Premises and develop a plan for meeting ADA requirements for the Sublessee's employees and others associated with the Sublessee as required by the ADA. Any costs required to bring the portion of the Premises affecting the Sublessee or its employees into compliance will be the sole responsibility of the Sublessee, unless a prior written agreement has been made with Sublessor.
33. **RULES AND REGULATIONS.** Sublessee agrees to observe Sublessor's rules and regulations for the Building and Premises, as may be adopted from time to time.
34. **ENTIRE AGREEMENT AND INTERPRETATION.** This Sublease and its Exhibits constitutes the entire agreement of the parties concerning the subject matters hereof. There are no oral agreements affecting this Sublease and this Sublease, together with its Exhibits, supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties. No alteration, amendment, change or addition to this Sublease shall be binding upon either party unless reduced to writing and signed by both parties. This Sublease has been submitted to the scrutiny of all parties and their counsel, if desired, and shall be given a fair and reasonable interpretation, without consideration or weight being given to its having been drafted by any party or such party's counsel.
35. **AUTHORITY TO EXECUTE.** Each individual executing this Sublease on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of such entity, and that this Sublease shall be binding upon said entity in accord with its terms.

LESSOR:

WEST PLAINS AIRPORT AREA PDA


Approved by:


Name: Todd M. Coleman
Title: EXECUTIVE DIRECTOR
Date: 10.25.19

LESSEE:

**WEST PLAINS CHAMBER OF
COMMERCE**

Approved by:


Name: TOBY BROEMMELING
Title: EXECUTIVE DIRECTOR
Date: 10/25/19

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Todd Coleman is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the Director of **WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY, SUBLESSOR**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated this 25th day of October, 2019.

Terri L. Hart
Printed Name: Terri L. Hart
Notary Public in and for the state of Washington
My appointment expires: NOV. 26, 2022

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Toby Bremmeling is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the Exec. Director of **WEST PLAINS CHAMBER OF COMMERCE, SUBLESSEE**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

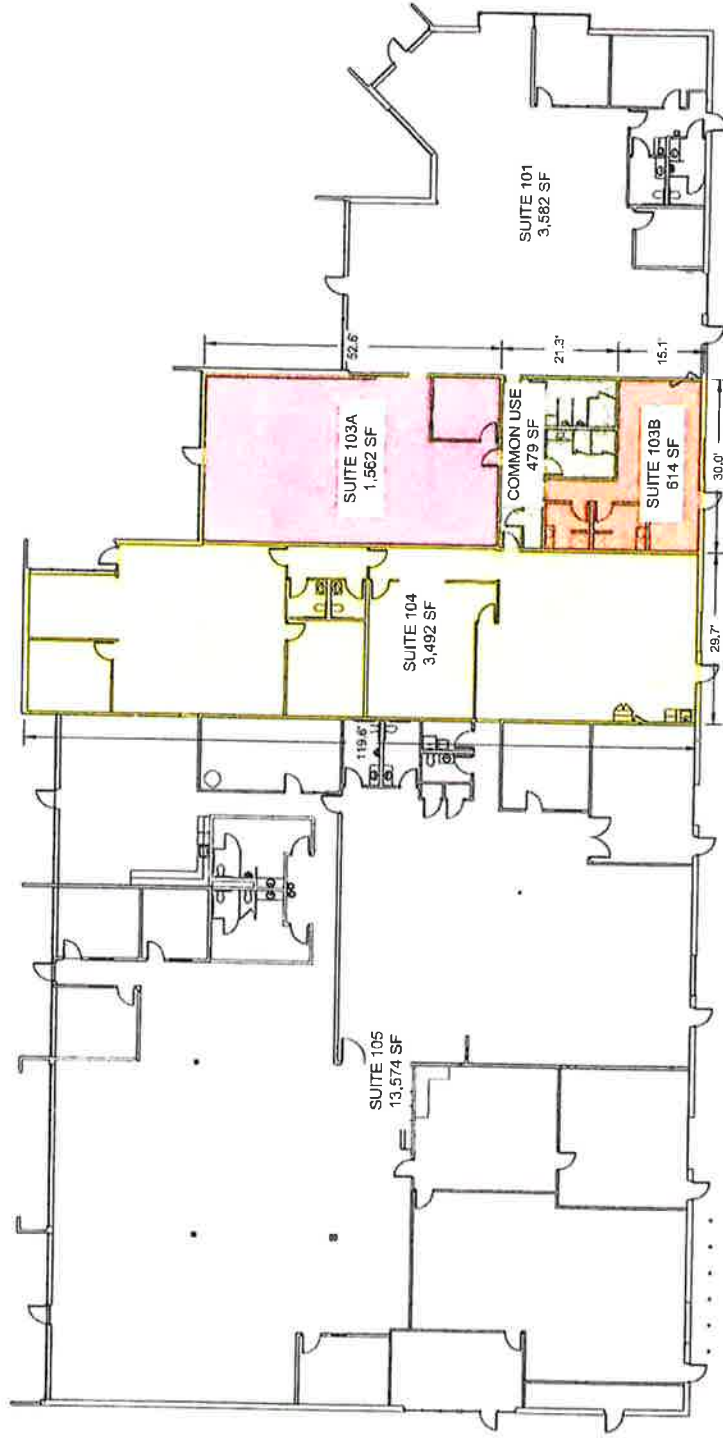


Dated this 25th day of October, 2019.

Terri L. Hart
Printed Name: Terri L. Hart
Notary Public in and for the state of Washington
My appointment expires: NOV. 26, 2022

**Exhibit A
(Premises Map)**

SPOKANE INTERNATIONAL AIRPORT **BUILDING 1100 EXHIBIT A**



LEASEHOLDER:

AE17-066

DATE: JAN. 17, 2018

SHEET 1 OF 1

9000 West Airport Dr., Ste. 204
 Spokane, WA 99224



7106 W Will D Alton Lane, Suite 103A, Spokane, WA 99224

As of August 2020				
Member	Board Position	Terms of Office	Title	Notes
Breann Beggs	City Airport Board designated representative Board Member	Duration of employment/elected term	Spokane City Council President	Admin: Hannahlee Allers
Greg Birchell	At-large Business Representative, Board Secretary	Dec 1, 2018—Nov 30, 2021	Owner, Birchell Creative Group	
Bill Butler	At-large Business Representative, Board Vice Chair	Oct 19, 2017—Oct 18, 2020	Owner, WEB Properties	Prefers William E. Butler as signature block
Wes Crago	City of Spokane designated representative Board Member	Duration of employment	City of Spokane Administrator	
Al French	County Airport Board designated representative Board Chair	Duration of employment/elected term	Spokane County Commissioner	Admin: Karen Corkins
Gerry Gemmill	County Executive Board Member	Duration of employment	Spokane County CEO	
Larry Krauter	Spokane International CEO designated representative Board Treasurer	Duration of employment	Spokane International Airport CEO	Admin: Terri Hart