

December 10, 2020 Board Meeting / 7:30 – 9:30 AM

Agenda for the Board Meeting of the S3R3 Solutions Board of Directors

*As per the Governor's Proclamation, 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/94956666384?pwd=ZnNucGltSkpKcC9KTytMazNCcDR2Zz09>

**Meeting ID: 949 5666 6384**

**Passcode: 096416**

*For a complete packet of materials please go to [S3R3Solutions.com](http://S3R3Solutions.com)*

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## Welcome and Introductions

## Public Comment/Courtesy of the Floor

## Action Items

- **Action Item No. 01: Approval of Minutes for the November 12, 2020 Board Meeting and Financials for period November 1-30, 2020.**
- **Action Item No. 02: Amendment No. 2 to the Sublease with the West Plains Chamber of Commerce**
- **Action Item No. 03: Adoption of 2021 Budget**
- **Action Item No. 04: Adoption of 2021 Strategic Plan**
- **Action Item No. 05: Resolution 2020-01 Concerning Contract Expenditures**

## Project Updates, Presentations and Briefings

- **Project Updates**
  - **Air Cargo Warehouse (Ground Lease & Financing)**
  - **The West Plains Connection TIB Grant**
  - **West Plains Transportation**
  - **Wetland Mitigation Bank**
  - **Stormwater Study**
  - **Fiber – CERB Grant**

## Other Business

- **Unfinished Business**
- **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: 121020-01**  
**Consent Agenda**

**Board Meeting Date: December 10, 2020**

**Subject: Approval of Minutes**  
**Approval of Financials**

**Background:**

November 12, 2020 Board Meeting Minutes and Financials for period November 1 -30, 2020.

**Recommendation:**

Recommendation is for the S3R3 Solutions board to approve the meeting minutes for the Regular Board Meeting held on November 12, 2020 and Financials for period November 1-30, 2020

**Submitted By:**

Todd M Coleman, Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:**     **(Approved) (Rejected) (Deferred to: \_\_\_\_\_)**

**Approved as modified:** \_\_\_\_\_

**November 12, 2020**

**7:30 – 9:30 AM, scheduled time**

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

## **Attendance**

**S3R3 Solutions Members present via teleconference:** Breean Beggs, Greg Birchell, William Butler, Al French, Gerry Gemmill, Larry Krauter, Scott Simmons

**S3R3 Solutions Members absent:** None

**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:** None

**Guests present via teleconference:** Barry Baker, Bob Cross, Paul Mueller, Galen Ribellia, Gary Schimmels, Mike Stancart

**Meeting called to order 7:30 AM**

## **Welcome and Introductions:**

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

## **Public Comment/Courtesy of the Floor:**

No Public Comments due to Governor's Proclamation.

## **Action Items Number 1-Consent Agenda**

Board Chair Al French requested comment on Consent Agenda Action Items which included Minutes for the October 8, 2020 Regular Board Meeting and October 1 – 31, 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 Member Gerry Gemmill seconded, motion passed unanimously.

## **Project Updates, Presentations and Briefings:**

1. Barry Baker of Baker Construction presented to the Board his and his associates' (to include property owners and development groups) request that the current boundaries of the PDA be expanded to include 94 acres of northwest of the Medical Lake Interchange. The property is zone General Commercial and is in the Urban Growth Boundary. The concept is to build a "Gateway to Spokane" to include retail, sit-down restaurants, fast food restaurants, office space, light industrial space, hospitality and a truck stop. The benefits for the project to be in the PDA would include the marketing partnership, revenue generation to the PDA, positive economic impact and in city rates for water and sewer. Board Chair Al French requested that Mr. Baker complete an application with S3R3 Solutions so it may be presented to the City and County. The concept is generally supported by the Board, however some concerns raised included the property is located within the TCA 1881 TIF, the property would need to be added into the City's Retail Service Area and General Facilities Charge waivers are negatively impacting the City's ability to plan and construct infrastructure to support development in the West Plains.

From this conversation another began concerning an overall strategic plan for expansion over the next five to ten years. That plan, as inclusive as possible, can then be presented to the City and County.

2. Executive Director Todd Coleman briefed that the Draft Strategic Plan has been revised based on comments from the October 8, 2020 Board Meeting and will be presented for adoption in the December 2020 Board Meeting along with the 2021 Draft Budget.
3. Executive Director Todd Coleman reported there are several options regarding financing for an air cargo warehouse project. It is likely to take 45 to 60 days to complete the financing and bring the design/build team on board. Documents will likely be submitted for approvals to the Board January 2021.

4. Regarding West Plains Transportation, Board Chair Al French advised that Albert Tripp (City Manager for Airway Heights), Todd Coleman, Larry Krauter and himself are in the process of developing a timeline and map for projects three to ten years out for Washington State Department of Transportation (WSDOT). WSDOT will respond with a transportation plan to meet the needs of the West Plains.
5. Executive Director Todd Coleman briefed that the current sublease S3R3 Solutions has with the West Plains Chamber of Commerce expires at the end of 2020. Mr. Coleman's recommends that the lease be continued however be altered to include only the back-office space and sharing of the Conference Room. Rent will be adjusted accordingly.

**Other Business:**

**1. Unfinished Business**

Executive Director Todd Coleman reported that the 6<sup>th</sup>/10<sup>th</sup>/12<sup>th</sup> Corridor Improvement Project has been submitted for a Transportation Improvement Board grant. The project benefits include 3,300+ jobs, \$132 million in annual wages, development values of \$1.4 billion and \$15.5 million in property taxes annually.

**2. New Business**

None

**Board Member Items:**

None

**Executive Session:**

None

At 8:43 AM the November 12, 2020 Meeting was adjourned.

# West Plains Airport Area PDA

## BALANCE SHEET DETAIL

As of November 30, 2020

DATE	NAME	MEMO/DESCRIPTION	DEBIT	CREDIT	AMOUNT	BALANCE
<b>ASSETS</b>						
1111000 BUSINESS CHECKING (6532)						
Beginning Balance						37,499.53
11/02/2020	WA Labor & Industries	Tax Payment for Period: 07/01/2020-09/30/2020		\$100.80	-100.80	37,398.73
11/02/2020	O'Donnells	Lunch meeting with Chad Coles of the County - October 30, 2020 - O'Donnells -		\$22.71	-22.71	37,376.02
11/02/2020		Credit against incorrect billing by L&I	\$100.80		100.80	37,476.82
11/02/2020		Workers Compensation for L&I (Employer)		\$90.82	-90.82	37,386.00
11/02/2020	Ptera	Office phone and internet connection for November 2020 - November 2020		\$309.00	-309.00	37,077.00
11/04/2020	Mountain Dog Sign Company	Board & Project Photos & Panel update - Invoice 3944		\$1,949.50	-1,949.50	35,127.50
11/04/2020	Kalico Kitchen	Meeting between ED and Board Member Gerry Gemmill - November 2020		\$16.10	-16.10	35,111.40
11/04/2020	West Plains Chamber of Commerce	Rent/Utility Payment - November 2020	\$650.00		650.00	35,761.40
11/04/2020	Anastasi Moore & Martin	Accounting Services - august and September 2020 - Invoices 99033 and 99443		\$178.25	-178.25	35,583.15
11/05/2020	QuickBooks Team	Monthly fee for payroll processing - November 6, 2020 - QuickBooks		\$43.56	-43.56	35,539.59
11/05/2020	Todd Coleman	Pay Period: 10/16/2020-10/31/2020		\$4,275.22	-4,275.22	31,264.37
11/05/2020	Sueann K. Herkel	Pay Period: 10/16/2020-10/31/2020		\$1,679.62	-1,679.62	29,584.75
11/05/2020	Todd Coleman	Pay Period: 10/16/2020-10/31/2020		\$1,500.00	-1,500.00	28,084.75
11/05/2020	Subway	Business luncheon ED Bill Butler/Greg Birchell - November 5, 2020 Subway -		\$30.00	-30.00	28,054.75
11/06/2020	City of Spokane*	6th/10th/12th - City of Spokane - payment for 6/10/12 Inv 05 - November 2020	\$1,458.74		1,458.74	29,513.49
11/09/2020	WA Employment Security Department	Refund of overpayment of SUTA for 2018, 2019 and 2020. Accounting firm requested it be charged to two different lines - November 2020	\$3,265.62		3,265.62	32,779.11
11/09/2020	IRS	Tax Payment for Period: 10/01/2020-10/31/2020		\$3,754.58	-3,754.58	29,024.53
11/13/2020	MRSC Rosters	MRSC - Yearly fee for membership - November 2020		\$135.00	-135.00	28,889.53
11/13/2020	Association of Washington Cities	AWC - health care coverage for November 2020		\$1,936.95	-1,936.95	26,952.58
11/13/2020	Amazon	Office supplies to include file folders		\$110.59	-110.59	26,841.99
11/13/2020		Transfer of funds from savings to cover operational expenses - November 13, 2020	\$10,000.00		10,000.00	36,841.99
11/17/2020	Greater Spokane Inc.	GSI - Annual Economic Forecast - November 2020		\$40.00	-40.00	36,801.99
11/20/2020	Todd Coleman	Pay Period: 11/01/2020-11/15/2020		\$1,500.00	-1,500.00	35,301.99
11/20/2020	Todd Coleman	Pay Period: 11/01/2020-11/15/2020		\$4,275.22	-4,275.22	31,026.77
11/20/2020	Washington DRS	PERS for payroll period 1 - November 2020		\$1,896.95	-1,896.95	29,129.82
11/20/2020	Sueann K. Herkel	Pay Period: 11/01/2020-11/15/2020		\$1,692.40	-1,692.40	27,437.42
<b>Total for 1111000 BUSINESS CHECKING (6532)</b>					<b>\$ -</b>	<b>10,062.11</b>
1111001 Business Savings (0374)						
Beginning Balance						86,354.86
11/13/2020		Funds transferred to cover operational expenses - November 13, 2020		\$10,000.00	-	76,354.86
<b>Total for 1111001 Business Savings (0374)</b>					<b>\$ -</b>	<b>10,000.00</b>
1114000 Spokane County Investment Pool						
Beginning Balance						1,588,683.09
<b>Total for 1114000 Spokane County Investment Pool</b>						
Uncategorized Asset						
11/13/2020		Transfer of funds from savings to cover operational expenses - November 13, 2020		\$10,000.00	-	-10,000.00
11/13/2020		Funds transferred to cover operational expenses - November 13, 2020	\$10,000.00		10,000.00	0.00
<b>Total for Uncategorized Asset</b>					<b>\$0.00</b>	
1880130 Fixed Asset Printer						
Beginning Balance						2,713.10
<b>Total for 1880130 Fixed Asset Printer</b>						
1880140 Cable System						
Beginning Balance						3,658.22
<b>Total for 1880140 Cable System</b>						
<b>TOTAL ASSETS</b>					<b>\$ -</b>	<b>\$1,698,846.69</b>
					<b>20,062.11</b>	

# West Plains Airport Area PDA

## BALANCE SHEET DETAIL

As of November 30, 2020

DATE	NAME	MEMO/DESCRIPTION	DEBIT	CREDIT	AMOUNT	BALANCE
<b>LIABILITIES AND EQUITY</b>						
<b>Liabilities</b>						
<b>Direct Deposit Payable</b>						
11/05/2020	Todd Coleman	Pay Period: 10/16/2020-10/31/2020		\$4,275.22	4,275.22	4,275.22
11/05/2020	Todd Coleman	Direct Deposit	\$4,275.22		-4,275.22	0.00
11/05/2020	Todd Coleman	Direct Deposit	\$1,500.00		-1,500.00	-1,500.00
11/05/2020	Sueann K. Herkel	Pay Period: 10/16/2020-10/31/2020		\$1,679.62	1,679.62	179.62
11/05/2020	Sueann K. Herkel	Direct Deposit	\$1,679.62		-1,679.62	-1,500.00
11/05/2020	Todd Coleman	Direct Deposit 2		\$1,500.00	1,500.00	0.00
11/20/2020	Todd Coleman	Direct Deposit	\$4,275.22		-4,275.22	-4,275.22
11/20/2020	Todd Coleman	Direct Deposit	\$1,500.00		-1,500.00	-5,775.22
11/20/2020	Sueann K. Herkel	Pay Period: 11/01/2020-11/15/2020		\$1,692.40	1,692.40	-4,082.82
11/20/2020	Todd Coleman	Direct Deposit 2		\$1,500.00	1,500.00	-2,582.82
11/20/2020	Sueann K. Herkel	Direct Deposit	\$1,692.40		-1,692.40	-4,275.22
11/20/2020	Todd Coleman	Pay Period: 11/01/2020-11/15/2020		\$4,275.22	4,275.22	0.00
<b>Total for Direct Deposit Payable</b>					<b>\$0.00</b>	
<b>Employee Payroll Taxes Payable</b>						
<b>Beginning Balance</b>						
11/05/2020	Todd Coleman	PFML Employee		\$9.12	9.12	290.86
11/05/2020	Sueann K. Herkel	PFML Employee		\$2.44	2.44	299.98
11/20/2020	Sueann K. Herkel	PFML Employee		\$2.44	2.44	302.42
11/20/2020	Todd Coleman	PFML Employee		\$9.12	9.12	304.86
<b>Total for Employee Payroll Taxes Payable</b>					<b>\$23.12</b>	313.98
<b>Employer Payroll Taxes Payable</b>						
<b>Beginning Balance</b>						
11/02/2020	WA Labor & Industries	WA Workers Compensation	\$100.80		-100.80	4,617.47
11/02/2020		Workers Compensation for L&I (Employee		\$9.98	9.98	4,516.67
11/05/2020	Todd Coleman	Federal Taxes (941/944)		\$1,029.47	1,029.47	4,526.65
11/05/2020	Sueann K. Herkel	Federal Taxes (941/944)		\$406.82	406.82	5,556.12
11/05/2020	Sueann K. Herkel	WA SUI Employer		\$119.01	119.01	5,962.94
11/05/2020	Sueann K. Herkel	WA Workers Compensation		\$33.60	33.60	6,081.95
11/05/2020	Sueann K. Herkel	WA Paid Family and Medical Leave Tax		\$5.25	5.25	6,115.55
11/09/2020	IRS	Federal Taxes (941/944)	\$3,754.58		-3,754.58	6,120.80
11/20/2020	Sueann K. Herkel	Federal Taxes (941/944)		\$406.86	406.86	2,366.22
11/20/2020	Sueann K. Herkel	WA SUI Employer		\$119.00	119.00	2,773.08
11/20/2020	Sueann K. Herkel	WA Paid Family and Medical Leave Tax		\$5.25	5.25	2,892.08
11/20/2020	Todd Coleman	Federal Taxes (941/944)		\$1,029.49	1,029.49	2,897.33
<b>Total for Employer Payroll Taxes Payable</b>					<b>\$-690.65</b>	3,926.82
<b>PERS Payable</b>						
<b>Beginning Balance</b>						
11/05/2020	Sueann K. Herkel	PERS - Company Contribution		\$269.37	269.37	26,447.41
11/05/2020	Todd Coleman	PERS		\$553.99	553.99	26,716.78
11/05/2020	Sueann K. Herkel	PERS		\$164.07	164.07	27,270.77
11/05/2020	Todd Coleman	PERS - Company Contribution		\$909.52	909.52	27,434.84
11/20/2020	Sueann K. Herkel	PERS		\$164.07	164.07	28,344.36
11/20/2020	Todd Coleman	PERS - Company Contribution		\$909.52	909.52	28,508.43
11/20/2020	Todd Coleman	PERS		\$553.99	553.99	29,417.95
11/20/2020	Sueann K. Herkel	PERS - Company Contribution		\$269.37	269.37	29,971.94
<b>Total for PERS Payable</b>					<b>\$3,793.90</b>	30,241.31
<b>OPEB</b>						
<b>Beginning Balance</b>						
<b>Total for OPEB</b>						20,337.00
<b>Pension Payable</b>						
<b>Beginning Balance</b>						
<b>Total for Pension Payable</b>						49,712.00
<b>Total Liabilities</b>					<b>\$3,126.37</b>	<b>\$104,531.11</b>
<b>Equity</b>						
<b>Retained Earnings</b>					<b>\$1,471,956.40</b>	<b>\$1,471,956.40</b>
<b>Net Income</b>					<b>\$122,359.18</b>	<b>\$122,359.18</b>
<b>Total Equity</b>					<b>\$1,594,315.58</b>	<b>\$1,594,315.58</b>
<b>Total Liabilities and Equity</b>					<b>\$1,597,441.95</b>	<b>\$1,698,846.69</b>



**Action Item No: 121020-02**

**Board Meeting Date: December 10, 2020**

**Subject: Approval of Amendment No 2 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 expires December 31, 2020. Amendment No 1 to the West Plains Chamber Sublease extended the Sublease through December 31, 2020 consistent with the Consent to Sublease with Spokane International Airport. Amendment No 2 would extend the Sublease for an additional 6 months through July 31, 2021. It also removes the guest office from the Premises and reduces the Rent proportionately from \$650 a month to \$595 per month for office space (Suite 103B) and utilities.

**Recommendation:**

Recommendation is for the S3R3 Solutions board to approve Amendment No. 2 to extend the Sublease with the West Plains Chamber through July 31, 2021.

**Submitted By:**

Todd M Coleman, Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:**      (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

**Approved as modified:** \_\_\_\_\_



## SECOND AMENDMENT TO SUBLEASE

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

This Second Amendment to the Sublease Agreement (this "Second Amendment"), 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."

WHEREAS, on or about October 25, 2019 the Parties entered into a Sublease Agreement (the "Sublease Agreement") which contained to a Term ending the Sublease on July 31, 2020; and

WHEREAS, the Parties entered into an amendment ("Amendment No. 1") of the Sublease Agreement revising and extending the Term until December 31, 2020, and keeping all other terms and conditions of the Sublease Agreement the same; and

WHEREAS, the Parties would like to again amend the Sublease Agreement as follows. All other provisions remain in effect unless specifically noted below:

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. TERM. The term ("Term") of this Sublease shall begin on October 1, 2019 (the "Commencement Date") and end on ~~July December~~ July 31, 2021 (the "Expiration Date"), which may be extended upon the mutual written consent of the Parties.
3. 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 \$445.00

Sublessee Share of Operating Expenses \$150.00

**Total monthly Rent payment = ~~\$650.00~~ \$595.00 (herein "Rent")**

4. An Amended Consent to Sublease 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       )

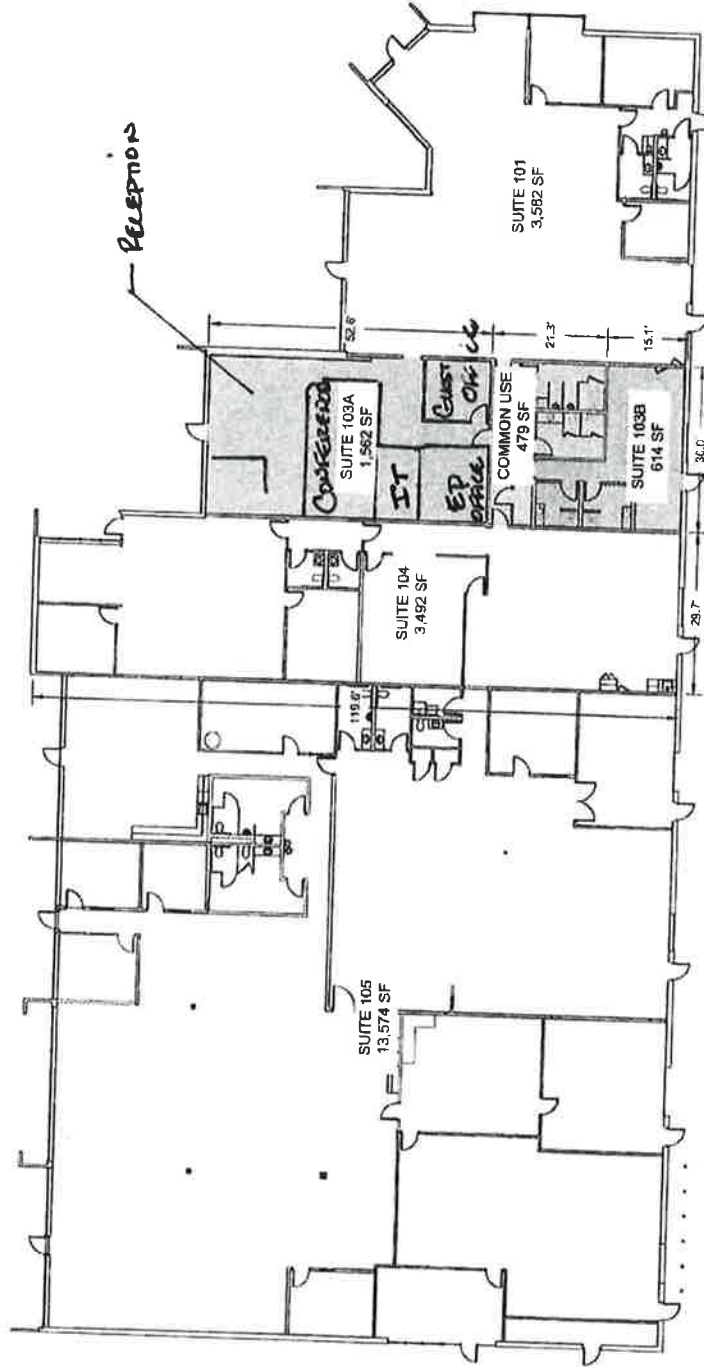
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the \_\_\_\_\_ of **WEST PLAINS CHAMBER OF COMMERCE, SUBLESSEE**, to be the free and voluntary act of such party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

# **SPOKANE INTERNATIONAL AIRPORT BUILDING 100 EXHIBIT A**



LEASEHOLDER:

**AE17-066**

DATE: JAN. 17, 2018

SHEET 1 OF 1

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

EXHIBIT B  
CONSENT TO SUBLEASE

**Action Item No: 121020-03****Board Meeting Date: December 10, 2020****Subject: Adoption of 2021 Budget****Background:**

S3R3 Solutions prepares an annual budget and projected 5-year cash flow for planning purposes. The Board reviews the budget and projected cash flow quarterly to track against actuals and for periodic updates. The Board reviewed the Draft 2021 Budget and projected 5-year cash flow at a public meeting October 2020 and was provided with an updated 2021 Budget and cash flow at the November 2020 regular board meeting.

The adoption of the 2021 Budget provides a guidance tool to financial sustainability in the PDA's business plan to ensure short- and long-term growth consistent with Goal 5 of the Draft 2021 Strategic Plan. Periodic revisions to the budget are anticipated as needed to adapt to changing economic conditions.

**Recommendation:**

Recommendation is for the S3R3 Solutions board to adopt the 2021 Budget with quarterly updates to be provided by staff in 2021.

**Submitted By:**

Todd M Coleman, Executive Director

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**Date Action Taken:** \_\_\_\_\_**Motion By:** \_\_\_\_\_**Seconded By:** \_\_\_\_\_**Action Taken:**     **(Approved) (Rejected) (Deferred to: \_\_\_\_\_)****Approved as modified:** \_\_\_\_\_

## S3R3 Solutions 2021 Budget

2021

### Non-Op Revenue

<b>Beginning Cash</b>	<b>\$</b>	<b>1,580,000</b>
Property Tax - Base Contribution	\$	65,650.00
Property Tax - Contribution from Increased Assessed Value	\$	132,837.91
Property Tax - Contribution from New Construction	\$	47,819.79
Sales Tax - Base Contribution	\$	-
Sales Tax - Contribution from New Construction	\$	443,422.39
Sales Tax - Contribution from Sales from New Business	\$	35,898.39
Road Tax - Contribution from New Business (Held @ Count)	\$	220,917.75
Utility Tax - Contribution from New Business	\$	2,550.00
Interest	\$	31,600.00
Non-Op Revenue	\$	728,178.48
Operating Revenue	\$	270,600.00
Building Lease	\$	270,600.00
Fiber Leases	\$	-
<b>Total Sources</b>	<b>\$</b>	<b>2,578,778.48</b>
<b>Total Sources (Restricted - Road Tax)</b>	<b>\$</b>	<b>220,917.75</b>



**Operating Expenses****Office Expenses 56,417.13**

Office Lease	\$	14,144.04
Leasehold Excise Tax	\$	1,816.09
Tax and License	\$	50.00
Utilities (Electricity, Natural Gas, Disposal)	\$	4,000.00
Insurance	\$	9,198.00
Office Supplies	\$	12,000.00
Communications (Phones, internet & postage)	\$	6,000.00
Office Furniture	\$	500.00
Office Equipment	\$	4,709.00
Business Meals	\$	4,000.00

**Human Resource 471,435.87**

Salaries	\$	350,439.84
Federal Employment Taxes	\$	24,530.79
State Employment Taxes	\$	15,769.79
Health Benefits	\$	35,243.40
Public Employee Retirement Systems	\$	45,452.05

**Capital/Infrastructure Improvements 1,020,785.00**

Fiber	\$	150,000.00
Debt Service on Fiber	\$	-
Building	\$	800,000.00
Debt Service on Building	\$	-
Ground Lease	\$	70,785.00

**Professional & Personal Services 634,085.00**

Legal	\$	50,000.00
Accounting Services	\$	12,000.00
State Auditors Office	\$	5,150.00
Architects, Engineers, Planners	\$	50,000.00
IT Services	\$	6,800.00
Consulting Rosters	\$	135.00
Marketing Services	\$	150,000.00
Conferences/Association Meetings	\$	7,500.00
Dues and Subscriptions	\$	2,500.00
Stormwater Study	\$	225,000.00
Wetlands	\$	75,000.00
Transporation	\$	50,000.00

**Travel 50,000.00**

Travel Reimbursement	\$	50,000.00
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**Total Expenses 2,232,723.00****Ending Cash 346,055.47**

Reserve Fund (6 month)	\$	250,000.00
Ending Cash minus Reserve Fund	\$	96,055.47

# 2021 S3R3 Solutions 5 Year Projected Cash Flow

	2021	2022	2023	2024	2025	2026
<b>Non-Op Revenue</b>						
<b>Beginning Cash</b>						
Property Tax - Base Contribution	\$ 1,580,000	\$ 346,055	\$ 468,431	\$ 844,732	\$ 1,286,371	\$ 1,793,406
Property Tax - Contribution from Increased Assessed Value	\$ 65,650.00	\$ 66,306.50	\$ 66,969.57	\$ 67,639.26	\$ 68,315.65	\$ 68,998.81
Property Tax - Contribution from New Construction	\$ 132,837.91	\$ 182,464.28	\$ 308,852.81	\$ 392,741.34	\$ 477,468.75	\$ 563,043.44
Sales Tax - Contribution from New Construction	\$ 47,819.79	\$ 123,330.58	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Sales Tax - Contribution from Sales from New Business	\$ 443,422.39	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
Utility Tax - Contribution from New Business	\$ 35,898.39	\$ 196,775.36	\$ 274,250.41	\$ 280,550.08	\$ 287,017.24	\$ 293,656.65
Interest	\$ 2,550.00	\$ 2,601.00	\$ 2,653.02	\$ 2,706.08	\$ 2,760.20	\$ 2,815.41
Non-Op Revenue	\$ 31,600.00	\$ 6,921.11	\$ 9,368.61	\$ 16,894.64	\$ 25,727.41	\$ 35,868.12
Operating Revenue	\$ 728,178.48	\$ 871,477.72	\$ 1,032,725.81	\$ 1,123,636.76	\$ 1,215,561.85	\$ 1,308,514.30
Building Lease	\$ 270,600.00	\$ 1,161,800.00	\$ 895,800.00	\$ 895,800.00	\$ 895,800.00	\$ 895,800.00
Fiber Leases	\$ 270,600.00	\$ 811,800.00	\$ 811,800.00	\$ 811,800.00	\$ 811,800.00	\$ 811,800.00
<b>Total Sources</b>	<b>\$ 2,576,778.48</b>	<b>\$ 2,379,333.19</b>	<b>\$ 2,396,956.35</b>	<b>\$ 2,854,168.78</b>	<b>\$ 3,397,732.37</b>	<b>\$ 3,997,720.23</b>

	2021	2022	2023	2024	2025	2026
<b>Operating Expenses</b>						
<b>Office Expenses</b>	<b>56,417.13</b>	<b>60,200.06</b>	<b>61,354.22</b>	<b>62,535.54</b>	<b>63,744.69</b>	<b>64,982.35</b>
Office Lease	\$ 14,144.04	\$ 16,800.00	\$ 17,136.00	\$ 17,478.72	\$ 17,828.29	\$ 18,184.86
Leasehold Excise Tax	\$ 1,816.09	\$ 2,157.12	\$ 2,200.26	\$ 2,244.27	\$ 2,289.15	\$ 2,334.94
Tax and License	\$ 500.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
Utilities (Electricity, Natural Gas, Disposal)	\$ 4,000.00	\$ 4,120.00	\$ 4,243.60	\$ 4,370.91	\$ 4,502.04	\$ 4,637.10
Insurance	\$ 9,198.00	\$ 9,473.94	\$ 9,758.16	\$ 10,050.90	\$ 10,352.43	\$ 10,663.00
Office Supplies	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97
Communications (Phones, internet & postage)	\$ 6,000.00	\$ 6,120.00	\$ 6,242.40	\$ 6,367.25	\$ 6,494.59	\$ 6,624.48
Office Furniture	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Office Equipment	\$ 4,709.00	\$ 4,709.00	\$ 4,709.00	\$ 4,709.00	\$ 4,709.00	\$ 4,709.00
Business Meals	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
<b>Human Resource</b>	<b>471,435.87</b>	<b>490,293.30</b>	<b>509,905.04</b>	<b>530,301.24</b>	<b>551,513.29</b>	<b>573,573.82</b>
Salaries	\$ 350,439.84	\$ 364,457.43	\$ 379,035.73	\$ 394,197.16	\$ 409,965.05	\$ 426,363.65
Federal Employment Taxes	\$ 24,530.79	\$ 25,512.02	\$ 26,532.50	\$ 27,593.80	\$ 28,697.55	\$ 29,845.46
State Employment Taxes	\$ 15,769.79	\$ 16,400.58	\$ 17,056.61	\$ 17,738.87	\$ 18,448.43	\$ 19,186.36
Health Benefits	\$ 35,243.40	\$ 36,653.14	\$ 38,119.26	\$ 39,644.03	\$ 41,229.79	\$ 42,878.98
Public Employee Retirement Systems	\$ 45,452.05	\$ 47,270.13	\$ 49,160.93	\$ 51,127.37	\$ 53,172.47	\$ 55,299.37
<b>Capital/Infrastructure Improvements</b>	<b>1,020,785.00</b>	<b>1,124,309.78</b>	<b>742,790.65</b>	<b>744,649.86</b>	<b>746,555.55</b>	<b>748,508.89</b>
Fiber	\$ 150,000.00	\$ 383,333.00	\$ -	\$ -	\$ -	\$ -
Debt Service on Fiber	\$ -	\$ 44,040.00	\$ 44,040.00	\$ 44,040.00	\$ 44,040.00	\$ 44,040.00
Building	\$ 800,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service on Building	\$ -	\$ 624,382.16	\$ 624,382.16	\$ 624,382.16	\$ 624,382.16	\$ 624,382.16
Ground Lease	\$ 70,785.00	\$ 72,554.63	\$ 74,368.49	\$ 76,227.70	\$ 78,133.40	\$ 80,086.73

	2021	2022	2023	2024	2025	2026
<b>Professional &amp; Personal Services</b>	<b>634,085.00</b>	<b>186,099.50</b>	<b>188,174.44</b>	<b>190,311.62</b>	<b>192,512.92</b>	<b>194,780.25</b>
Legal	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70
Accounting Services	\$ 12,000.00	\$ 12,360.00	\$ 12,730.80	\$ 13,112.72	\$ 13,506.11	\$ 13,911.29
State Auditors Office	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.26
Architects, Engineers, Planners	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
IT Services	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00
Consulting Rosters	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
Marketing Services	\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Conferences/Association Meetings	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Dues and Subscriptions	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Stormwater Study	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Wetlands	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>
Travel Reimbursement	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
<b>Total Expenses</b>	<b>2,232,723.00</b>	<b>1,910,902.65</b>	<b>1,552,224.34</b>	<b>1,577,798.26</b>	<b>1,604,326.45</b>	<b>1,631,845.31</b>
<b>Ending Cash</b>	<b>346,055.47</b>	<b>468,430.55</b>	<b>844,732.02</b>	<b>1,286,370.52</b>	<b>1,793,405.92</b>	<b>2,365,874.92</b>
<i>Reserve Fund</i>	<i>\$ 250,000.00</i>	<i>\$ 250,000.00</i>	<i>\$ 250,000.00</i>	<i>\$ 250,000.00</i>	<i>\$ 250,000.00</i>	<i>\$ 250,000.00</i>
<b>Ending Cash minus Reserve Fund</b>	<b>\$ 96,055.47</b>	<b>\$ 218,430.55</b>	<b>\$ 594,732.02</b>	<b>\$ 1,036,370.52</b>	<b>\$ 1,543,405.92</b>	<b>\$ 2,115,874.92</b>

#### Sustainability Test

Revenue (excluding sales tax revenue)	\$ 280,457.70	\$ 381,623.47	\$ 467,844.01	\$ 559,981.32	\$ 654,272.02	\$ 750,725.78
Non Discretionary Operating Cost	\$ 585,438.00	\$ 609,852.86	\$ 632,448.89	\$ 655,913.90	\$ 680,281.71	\$ 705,587.45
Net	\$ (304,980.30)	\$ (228,229.39)	\$ (164,604.88)	\$ (95,932.58)	\$ (26,009.69)	\$ 45,138.32



**Action Item No: 121020-04**

**Board Meeting Date: December 10, 2020**

**Subject: Adoption of 2021 Strategic Plan**

**Background:**

S3R3 Solutions was created for the purpose of adding new, above the median wage, jobs to the Spokane Region through the recruitment of new business and expansion of existing business. This purpose is achieved through the following five primary goals:

- 1) Provide business with certainty of schedule, budget and outcome
- 2) Market the West Plains and Spokane region with a targeted focus on the advanced manufacturing and aerospace industries
- 3) Foster strategic partnerships to further economic development and the creation of jobs in the West Plains and Spokane region
- 4) Develop an inventory to support new business development and the expansion of existing business
- 5) Create financial sustainability in the PDA's business plan to ensure short- and long-term growth.

The adoption of an annual Strategic Plan communicates the S3R3 Board's mission, vision and goals and aligns resources to meet the organizations objectives. It is anticipated the S3R3 Board will revisit and adjust the Strategic Plan annually or as needed to adapt to changing economic and/or market conditions.

**Recommendation:**

Recommendation is for the S3R3 Solutions board to adopt the 2021 Strategic Plan.

**Submitted By:**

Todd M Coleman, Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:**     **(Approved) (Rejected) (Deferred to: \_\_\_\_\_)**

**Approved as modified:** \_\_\_\_\_

## 2021 Strategic Plan

### Mission

The West Plains Airport Area Public Development Authority was created for the purpose of adding new, above the median wage, jobs to the Spokane Region through the recruitment of new business and expansion of existing business.

### Vision

The West Plains Airport Area is a globally recognized innovation zone with a cluster of advanced manufacturing and aerospace companies. These companies employ thousands of people with a median income 20% greater than those in the surrounding region. There is adequate infrastructure to support growth of commerce due to the collaborative and proactive planning for the area. Companies choose the West Plains Airport Area because of its robust multimodal transportation system that provides efficient logistics via runway, roadway and rail.

### Goal 1

Provide business with certainty of schedule, budget and outcome.

#### *Key Initiatives:*

- Support business in the due diligence process for go/no go decisions and permitting.
  - Measurement:
    - Number of businesses assisted in process: Goal - 8 businesses
    - Number of successful assists to operation: Goal - 3 businesses (1 in manufacturing/aerospace)
- Prioritize marketing and development of SIA properties released or soon to be released by FAA.
  - Measurement:
    - In cooperation with SIA develop an inventory of properties available for development with FAA surplus actions complete by mid-year 2021.
    - In cooperation with SIA develop an inventory of properties to be made available for development with FAA surplus action in process to in near future (0-5 years) by mid-year 2021.
    - In cooperation with SIA create property flyer(s) for available properties by year end 2021.
    - Highlight properties in the designated Opportunity Zone, the proposed transload facility and access to Spokane International Airport.
- Adjust land use within the PDA in coordination with the City and County Planning Commissions to align with highest and best use.
  - Measurement:
    - Develop an overview of proposed uses and supporting infrastructure by end of 1<sup>st</sup> quarter 2021.
    - Present to the respective Planning Commissions proposed changes to land use by end of 2<sup>nd</sup> quarter 2022.
    - Incorporate changes into future Comprehensive Plan updates dependent on City/County schedules.

- Coordinate infrastructure development to include water, sewer, stormwater, fiber and wetlands mitigation.
  - Measurement:
    - Work with City to include fire flow and sewer capacity into their Capital Improvement Program.
    - Promote new water and sewer infrastructure in the ground.
    - Install new fiber conduit in the West Plains.
    - Complete the stormwater study with implementable regional facilities by end of 2<sup>nd</sup> quarter 2021.
    - Develop a funding and operation strategy for the regional stormwater facilities by end of 2<sup>nd</sup> quarter 2021.
    - Complete draft prospectus for wetlands mitigation by 3<sup>rd</sup> quarter 2021.
    - Have marketable wetland mitigation bank credits available by summer 2022.

## **Goal 2**

Market the West Plains and Spokane region with a targeted focus on the advanced manufacturing and aerospace industries.

### *Key Initiatives:*

- Recruit new and expanding businesses into the West Plains Airport Area.
  - Measurement:
    - Participate in target industry events.
    - Present at forums to brokers, site selectors and target industry.
    - Conduct one-on-one meetings with potential customers.
- Develop strategic advertising campaign to target markets.
  - Measurement:
    - Run advertisements in target sector media by mid-year 2021.
- Promote the area as an innovation zone for development.
  - Measurement:
    - Create a framework for development of a circular economy
      - Supportive legislation during 2021 legislative session
      - Concept plan by year end 2021
    - Develop a synergy with the Waste to Energy plant.
      - Reuse of recycled materials
      - Develop concept for a recycle, reuse and innovation park by year end 2021.



### **Goal 3**

Foster strategic partnerships to further economic development and the creation of jobs in the West Plains and Spokane region.

#### ***Key Initiatives:***

- Work with legislators to create support state and federal legislation and grant programs to support innovation zones, advanced manufacturing and aerospace sectors
  - Measurement:
    - Meet with legislators in Olympia and Washington DC: Goal is two trips each
    - Pass a bill supporting the creation of innovation zones by 2<sup>nd</sup> quarter 2021
    - Obtain a grant for infrastructure, planning or marketing opportunities in the PDA
    - Develop a working relationship with County lobbyist to support initiatives.
- Participate in key industry associations to further the PDA's mission and vision (e.g. WEDA, AWB, WPPA, INWAC, etc.)
  - Measurement:
    - Actively participate in key industry associations: Goal is four with measurable outcomes (leads on funding or business recruitment)
- Leverage the cooperative partnership between the City, County, Airport and PDA
  - Measurement:
    - Maintain coordination with City, County and Airport on Stormwater Study and regional facility design
    - Add PDA infrastructure to the City 6-year Capital Improvement Plan

### **Goal 4**

Develop an inventory to support new business development and the expansion of existing business.

#### ***Key Initiatives:***

- Proactively develop multimodal transportation facilities to support efficient movement of goods and employees via road, runway and rail
  - Measurement:
    - Completion of the transload facility
    - Implementation of multiuse trails into the regional stormwater conveyance systems
    - Develop a priority list of transportation projects for approval by the PDA Board
- Prepare vacant land of various sizes and locations in both private and public ownership for shovel ready development
  - Measurement:
    - Coordinate shovel ready status property with private property owners: Goals 5 acre and under site, 5 to 20-acre sites, 20 to 100-acre sites, greater than 100-acre site and list on PDA website
- Develop and support an inventory of buildings of various sizes in both public and private ownership for immediate occupation by new and expanded business.
  - Measurement:
    - Promote building square footage of vacant space available for immediate lease
    - S3R3 complete first building by year end 2021.

## **Goal 5**

Create financial sustainability in the PDA's business plan to ensure short- and long-term growth.

### *Key Initiatives:*

- Maintain a consistent history of clean audits with the Washington State Auditor's Office.
- Develop adequate funding tools to achieve the mission and goals of the PDA (e.g. grants, tax revenue sharing, bonding capacity, etc.)
- Model for and deliver a target return on investment (ROI) on projects within the PDA by end of 1<sup>st</sup> quarter 2021.
- Maintain a positive cash flow year over year.
- Develop a comprehensive project evaluation matrix considering Goals 1 through 5 for consistent and informed decision making by mid-year 2021.

**Action Item No: 121020-05**

**Board Meeting Date: December 10, 2020**

**Subject: Resolution 2020-01 Concerning Contract Expenditures**

**Background:**

In September 2019 the S3R3 Board approved a contract with Houdini to provide marketing services not to exceed \$89,285.00. The scope of work and budget proposed identified an additional \$7,250.00 in funds to allow flexibility to adjust the scope of work to develop additional marketing items for specific uses identified during the contract term. During the development of marketing materials staff identified the following out of scope items:

- QR Code directing to website for presentations
- Brochure for contractors stating the importance of reporting sales tax to the appropriate location in the PDA to support West Plains growth
- Project page on the website
- Additional merchandise for customers
- Form boards for office stating mission and values.

This Resolution ratifies the changes to the contract in the amount of \$7,250.00.

**Recommendation:**

Recommendation is for the S3R3 Solutions board to approve and ratify the expenditures of the Contract Contingency Amounts as a part of the overall Contract amount.

**Submitted By:**

Todd M Coleman, Executive Director

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**Date Action Taken:** \_\_\_\_\_

**Motion By:** \_\_\_\_\_

**Seconded By:** \_\_\_\_\_

**Action Taken:**      **(Approved) (Rejected) (Deferred to: \_\_\_\_\_)**

**Approved as modified:** \_\_\_\_\_

**WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY  
d/b/a S3R3 SOLUTIONS**

**RESOLUTION NO. 2020-01**

*(Concerning Contract Expenditures)*

WHEREAS, on or about September 19, 2019 the Board of Directors of the West Plains Airport Area Public Development Authority (the "PDA") approved a contract (the "Contract") with Houdini Interactive, LLC ("Houdini") to assist the PDA with the development of a marketing strategy and various materials in support thereof; and

WHEREAS, the value of the Contract originally approved by the Board was EIGHTY-NINE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$89,285.00) (the "Contract Amount"); and

WHEREAS, a copy of the Contract is appended hereto as **Attachment A**, and a copy of the approval of the Contract by the Board is appended hereto as **Attachment B**; and

WHEREAS, included in the original scope of services in the Contract, but outside the approved Contract Amount is an additional amount of SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$7,250.00) to be used to accommodate any additional requests that extend beyond the budget allocation or for services extended beyond the original scope (the "Contract Contingency Amount"), as described on **Exhibit A** to **Attachment A**; and

WHEREAS, on or about March 18, 2020 Houdini requested the payment of FIVE THOUSAND DOLLARS (\$5,000.00) from the Contract Contingency Amount for the work specified in the email correspondence attached hereto as **Attachment C**; and

WHEREAS, in response to this request staff approved and paid the Contract Contingency Amount requested;

WHEREAS, on or about June 15, 2020 Houdini requested the payment of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) for website development, project management and website maintenance, as described on the email correspondence attached hereto as **Attachment D**; and

WHEREAS, in response this request staff approved and paid the Contact Contingency Amount requested;

WHEREAS, the combined total of the requested and paid Contact Contingency Amounts is SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$7,250.00); and

WHEREAS, pursuant to Section 3.7 and Section 6.6 of the corporate bylaws, the affirmative vote of a simple majority of board members is required to adopt board resolutions regarding the expenditure of funds.

NOW, THEREFORE, BE IT RESOLVED that the West Plains Airport Area Public Development Authority approves and hereby ratifies the expenditure of the Contact Contingency Amounts as a part of the overall Contract amount.

BE IT FURTHER RESOLVED, that the officers of the PDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing.

BE IT FURTHER RESOLVED, any actions of the Board of Directors or staff of the West Plains/Airport Area Public Development Authority prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of Directors of the West Plains Public Development Authority on the 10<sup>th</sup> day of December 2020.

#### **WEST PLAINS PUBLIC DEVELOPMENT AUTHORITY**

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Al French, Board Chair

#### **SECRETARY'S CERTIFICATE**

I, the undersigned, Secretary of the West Plains Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 10<sup>th</sup> day of December, 2020, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Greg Birchell, Board Secretary

**ATTACHMENT A**  
(Houdini Contract)

# WEST PLAINS/AIRPORT AREA PDA

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

## Marketing Collateral Services WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AGREEMENT FOR SERVICES

Consultant: Houdini Interactive LLC.

This Agreement is entered into by and between the West Plains Airport Area Public Development Authority, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755 (hereinafter the "PDA"), and Houdini Interactive LLC, a for profit corporation registered in the State of Washington (hereinafter the "Consultant"), who are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

WHEREAS, Consultant possesses certain professional expertise related to developing marketing collateral and marketing strategy; and

WHEREAS, the PDA desires to engage Consultant to perform consulting services consistent with its professional expertise and as hereinafter described; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed monthly.

The PDA shall pay Consultant:

[Check applicable method of payment]

☒ According to the scope of services and rates set forth in Exhibit "A"

☒ A sum not to exceed \$ 89,285.00

☐ Other (describe): \_\_\_\_\_

The Consultant shall provide Taxpayer Identification Number, prior to or along with the first invoice submittal. The PDA shall pay the Consultant for services rendered within fifteen days of invoice.

3. **Duration of Agreement.** The Parties acknowledge and affirm the overall project timeline listed in Exhibit A. In the event that Consultant fails to meet this timeline, this Agreement shall remain in effect for a reasonable period of time sufficient to allow Consultant to perform the work described in Exhibit A, which shall not exceed one (1) year from the date of mutual execution of this Agreement. This Agreement may be terminated sooner pursuant to the provisions provided in Paragraph 10 herein.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the PDA, shall be the property of the PDA whether the project for which they were created is executed or not. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at PDA's sole risk and without liability to Consultant.



5. **Independent Contractor.** The Consultant and the PDA agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** Consultant shall defend, indemnify and hold the PDA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement. PDA shall defend, indemnify and hold Consultant, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of PDA in performance of this Agreement. The Parties understand and agree that the duty to defend is absolute and shall arise immediately upon the defending Party receiving written notice of its obligation to defend from the other Party and is not otherwise contingent upon a finding of negligence or wrongful acts, errors or omissions by a court. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.**
  - A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - B. In the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the PDA, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The PDA shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the PDA. The PDA, its officers, officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
4. **Professional Liability** insurance appropriate to the Consultant's profession.

#### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than 2,000,000 per claim and \$2,000,000 policy aggregate limit.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the PDA. Any insurance, self-insurance, or insurance pool coverage maintained by the PDA shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the PDA.
3. Self-insured retentions must be declared to and approved by the PDA. The PDA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the PDA.

#### **Waiver of Subrogation**

Consultant hereby grants to the PDA a waiver of any right to subrogation which any insurer of said Consultant may acquire against the PDA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the PDA has received a waiver of subrogation endorsement from the insurer.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### **Verification of Coverage**

Consultant shall furnish the PDA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The PDA reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time, provided that Consultant may redact confidential and/or proprietary information that is unrelated to Consultant's insurance obligations under this Agreement.

#### **Subcontractors**

Should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the PDA is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

#### **Special Risks or Circumstances**

The PDA reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**8. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the PDA to ensure proper accounting of all funds contributed by the PDA to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the PDA.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the PDA during the performance of this Agreement.

**10. Termination.**

- A. The PDA reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice, provided that the PDA will not terminate this Agreement for cause without providing Consultant with a reasonable opportunity to cure. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the PDA.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice in the event that outstanding invoices are not paid within sixty days. This provision shall not prevent the PDA from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the PDA.

**13. Conflict of Interest.** The PDA insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the PDA. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the PDA. Consultant will not disclose any information obtained through the course of their work for the PDA to any third party, without written consent of the PDA. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the PDA's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**14. Confidentiality.** All information regarding the PDA obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**15. Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the PDA will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the PDA in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Notices.** Notices to the West Plains Airport Area PDA shall be sent to the following address:
- West Plains Airport Area Public Development Authority  
7106 W Will D Alton Lane, Suite 103A  
Spokane, WA 99224  
Phone number: (509) 607-6556  
Email: TColeman@WestPlainsPDA.com
- Notices to the Consultant shall be sent to the following address:
- Company Name Houdini Interactive LLC  
Contact Name Pendergraf Brownlee  
Street Address 108 N Washington Suite 412  
City, State Zip Spokane, WA 99201  
Phone Number (509) 230 4166  
Email Penn@houdini.studio
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.
19. **City of Spokane Business License.** The Consultant shall obtain a City of Spokane business license prior to performing any services and maintain the business license in good standing throughout the term of this Agreement.
20. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the PDA and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.
21. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.
22. **Good Faith.** The Parties to this Agreement agree to act in good faith and make all reasonable efforts to satisfy the conditions of the Agreement.
23. **Authorizations.** All individuals executing this Agreement and other documents on behalf of the respective Parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the Party so indicated.
24. **Advice of Attorneys.** Each party represents and warrants that in executing this Agreement, each has been advised by or has had an opportunity to be advised by independent legal counsel. Each party has read the terms of this Agreement and understands their consequences. Each party further acknowledges and represents that, in executing this Agreement, it has not relied on any inducements, promises or representations made by any other party or its representatives, except as otherwise stated in this Agreement.
25. **Exhibits and Recitals Incorporated.** The Recital section above and Exhibit A attached hereto are each incorporated into this Agreement by this reference.

**WEST PLAINS AIRPORT AREA PUBLIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Print Name: Todd M Coleman PE

Title: Executive Director

Date: \_\_\_\_\_

9.24.19

**CONSULTANT**

By: \_\_\_\_\_

Print Name: Pendergraf Brownlee

Title: Managing Director

Date: \_\_\_\_\_

09/24/2019

# WEST PLAINS/AIRPORT AREA PDA

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## Exhibit A

Marketing Collateral Services

Scope of Services and Rates

September 20, 2019



*houdini*

**S3R3**

**Task List, Budget, Timeline / 09.12.2019**



# 1.0 TASK LIST WITH BUDGET

Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Discovery & Draft Strategy	Facilitate meeting(s) with all stakeholders collectively and separately (as needed) to accomplish the following:	Definition and documentation of business goals Definition and documentation of marketing and communications goals Goal setting and brainstorming Weekly meeting scheduling	45	\$5,625.00	
	Acquire style guide for integration in project and use in communication audit				
	Assembly of existing assets for use in communications audit				
	Communications audit				
	Develop remaining project scope, based on results of Discovery process	Based on business and marketing goals established in Discovery			Report with stated goals, strategy statement, defined audience, and completed SWOT analysis
	Strategy	Create a marketing and communication strategy as a guide for creating the elements within the scope of this project			

# 1.1 TASK LIST WITH BUDGET

Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Meta Narrative	Based on Discovery, determine the following for S3R3:	Positioning Statements Distinguishing Factors Unique Selling Propositions Crucial Story Elements			Initial draft of the Meta Narrative that defines the Positioning Statements, Distinguishing Factors, Unique Selling Propositions, and Crucial Story Elements - included as a part of the Discovery Report
	Story Compilation & Drafting (2 Iterations Max)		30	\$3,750.00	
	Using the elements developed in the meta narrative, draft content specific to respective scoped elements:	Presentation Brochure(s) Website Content Outline Specialty Items (as relevant)			Initial document draft that covers the story for how all the elements tie together and begins to plot specific messages for specific purposes
		Other content/collateral TBD			

## 1.2 TASK LIST WITH BUDGET

Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Copywriting	Website Copywriting	Initial website copy draft	60	\$7,500.00	Delivery of finalized content to be used in creation of website
		Internal review and iteration			
		Delivery of final version			
Communications Plan Compilation	Collateral Copywriting	Initial collateral copy draft	45	\$5,625.00	Delivery of finalized content to be used in creation of collateral pieces
		Internal review and iteration			
		Delivery of final version			
Presentation Design	Initial draft, based on strategy developed in Discovery Internal review and iteration Delivery of final version		30	\$3,750.00	Tactical document that provides a path forward for implementation of goals and strategy established during the Discovery process, as well as guidance for implementation (continued scope)

## 1.3 TASK LIST WITH BUDGET

Deliverable	Task	Sub Tasks	Budget (hours)	Budget (dollars)
Banner Design	Initial outline for content and associated elements		10	\$1,250.00
	Initial draft for review			
	Updates based on feedback			
	Final delivery and ordering			
	Max 2 iterations			
Specialty Items Design	Definition of items to be created (with some additional recommendations from Houdini based on research and communications plan)		45	\$5,625.00
	Initial draft for items, with up to 3 design options per item			
	Initial draft review			
	Updates based on feedback			
	Final delivery and ordering			
Brochure / Pamphlet Design	Max 2 iterations			
	Initial outline for content and associated elements		28	\$3,500.00
	Initial draft for review			
	Updates based on feedback			
	Final delivery and ordering			
	Max 2 iterations			

## 1.4 TASK LIST WITH BUDGET

Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Website Development	Content outline creation and collaboration		90	\$11,250.00	
	Definition of website platform				
	Hosting set up				
	Set up the Staging environment				
	Theme set up				
	Plugin integration and configuration				
	Pages creation (actual site map to be defined during Discovery)				
	Home Page setup	Home Page setup			
	Subpage(s) setup	Subpage(s) setup			
	SEO optimization				
	ADA compliance		10	\$1,250.00	
	Site review and updates based on feedback				
	Website size and load optimization				
	Analytics integration				
	Push the Staging environment to Production				
	Educational session to review the web platform				
	Interactive Map Integration**				
			20	\$2,500.00	Final deliverable will be the public release of the S3R3 website.

# 1.5 TASK LIST WITH BUDGET

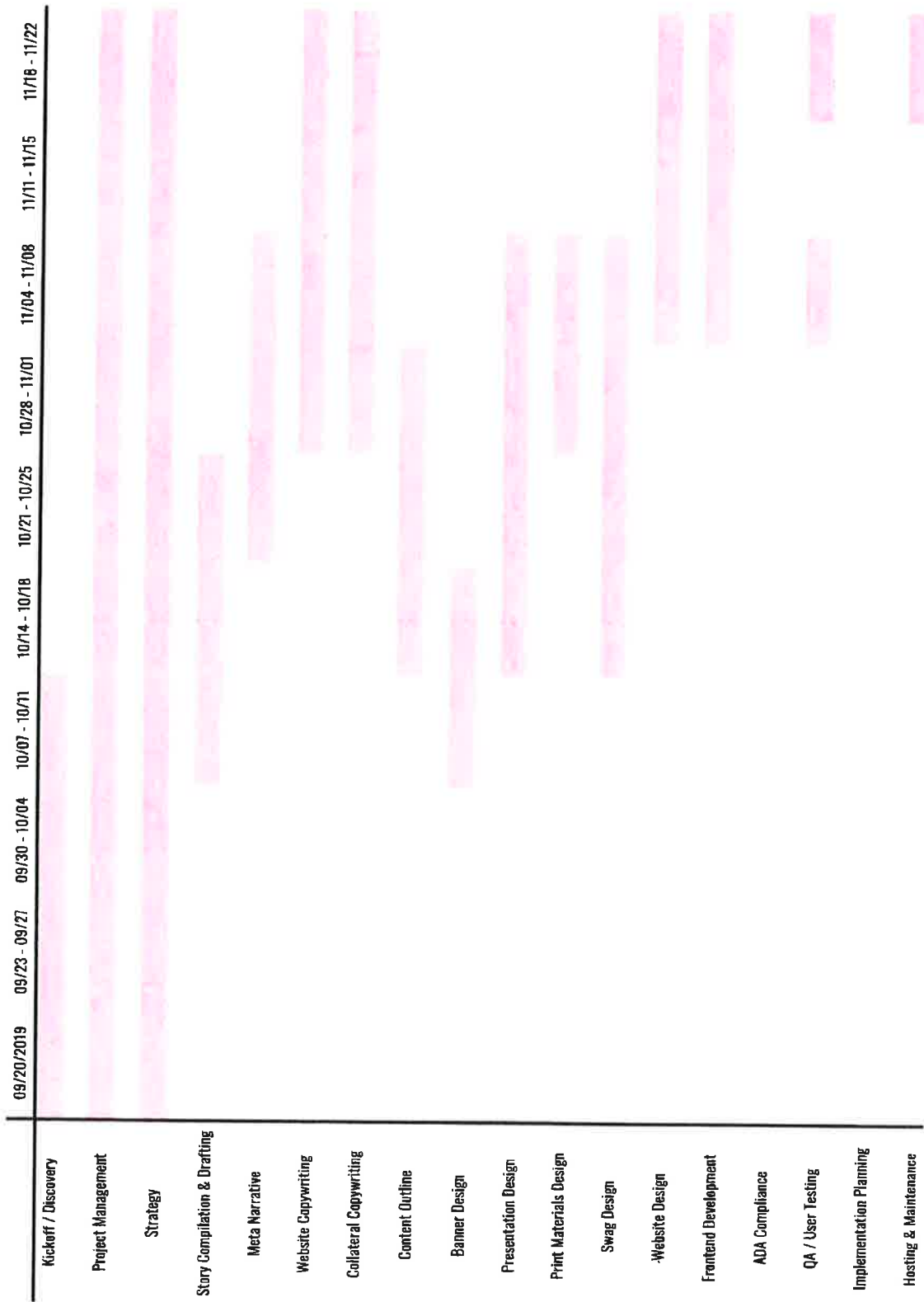
Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Website Design	Content outline integration		50	\$6,250.00	
	Image compilation and hosting				
	Video gallery integration				
QA & Testing	Interactive Map Design**				
	Design review and updates based on feedback		15	\$1,875.00	Final deliverable will be the public release of the S3R3 website.
	Review content and designs for consistency and accuracy		20	\$2,500.00	
	Review website for accuracy and ensure it is issue free				
Hosting (yearly) Website Maintenance	Document and manage all issues associated with content and development				
	Full, end to end testing on Staging				
	Full, end to end testing on Production			\$360.00	Final deliverable will be the fully functioning publicly accessible website.
	Weekly check-in and website review		30	\$3,750.00	
	Delivery of report for any issues/concerns				
	Delivery of report for issue correction status and completion				
	Hosting renewal management				Updates and support of the publicly available website (this line item is in reference to post-launch).

# 1.6 TASK LIST WITH BUDGET

Work Category	Task	Sub Tasks	Budget (hours)	Budget (dollars)	Deliverables
Project Management	Review and manage task lists		70	\$8,750.00	
	Manage timelines				
	Weekly meetings to review progress and upcoming work				
	Budget management				
	Operational oversight				
	Dedicated point of contact for the duration of the project				
	Video costs subject to change based on number of videos and the final storyboards. This cost is a computed average for a single video based off estimates provided by Factory Town.			\$15,175.00	Project Management does not have a unique deliverable aside from documentation and support through task and budget management.
Video Production**					
MarComm Planning & Next Steps (Phase 2)			TBD	TBD	
Additional Design and Management			TBD	TBD	
Discretionary Allocation			58	\$7,250.00	
** These items are additions to the scope based on discussions and requests					
GRAND TOTAL			590	\$89,285.00	
Total not including asterisks				\$69,735.00	



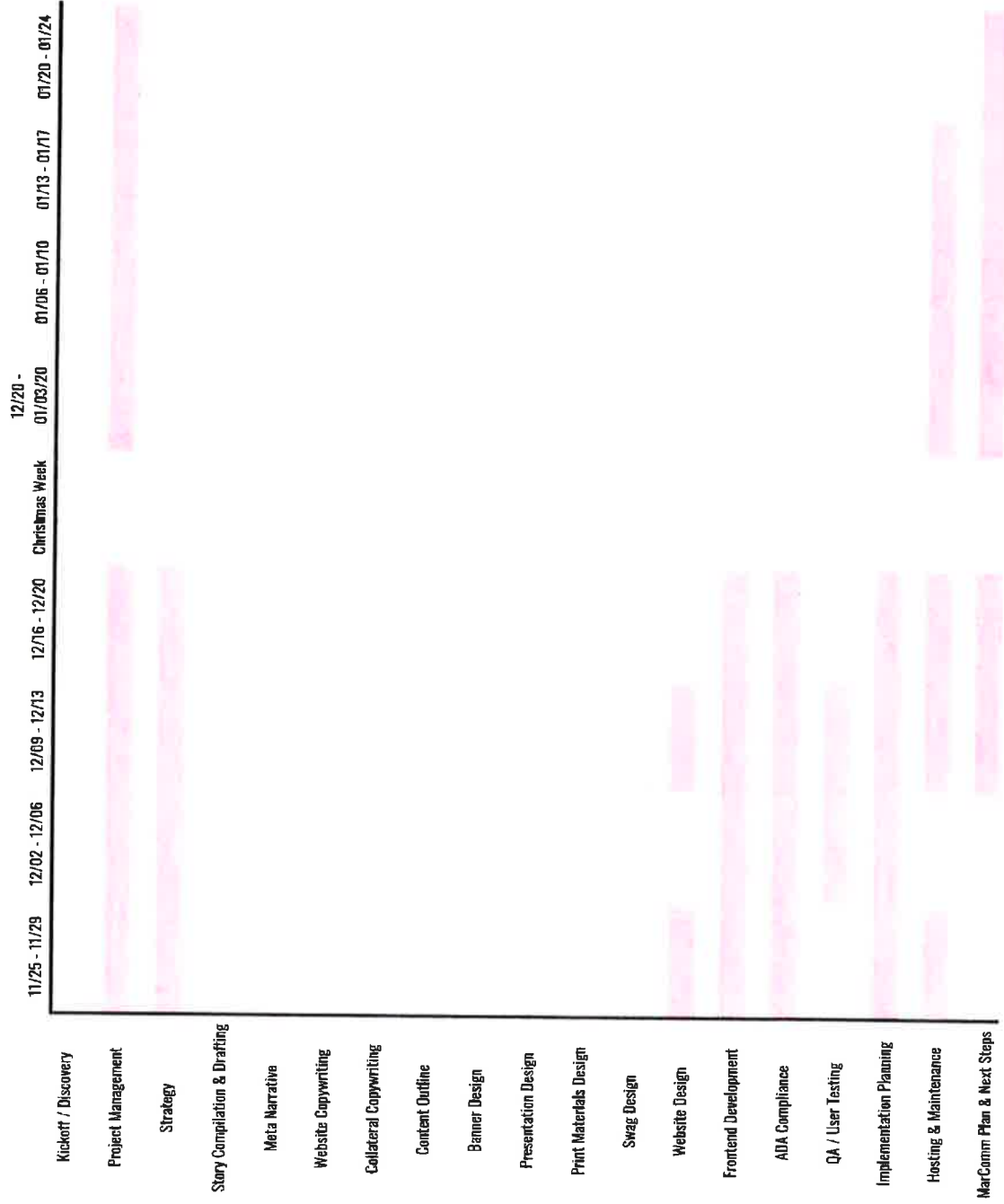
## 2.0 PROJECT TIMELINE





h.

## 2.1 PROJECT TIMELINE



*houdini*

**YOUR TEAM:**

**PENN BROWNLEE / Managing Director**

**penn@houdini.studio**

**MATT BOGUE / Creative Director**

**matt@houdini.studio**

**TONY CONTI / Technical Director**

**tony@houdini.studio**

**MEAGAN GARRETT / Content Director**

**meagan@brandventureconsulting.com**

\*The timing and cost of this project is based on discussions between HOUDINI and S3R3 (aka West Plains PDA). Any changes may need to be rescope, which could affect the timeline and ultimately the cost. HOUDINI will retain the right to use this project in its portfolio and client demonstrations. The estimates do not include costs for hardware, licensing or travel. Any and all ideas that are represented within this proposal are the intellectual property of HOUDINI.



BUDGET PROPOSAL: WEST PLAINS PDA

FACTORY TOWN  
n@factory.town | 509.280.0123

Mail: Factory Town Productions, 1010  
Benton Blvd., Suite 1010  
Spokane, WA 99204

To Mr. Coleman:

We are honored that the talented crew at Houdini have invited us to work alongside them and submit this proposal for video production. Being in the initial phase of planning, we've outlined the budget for a typical video shoot. The minimum time frame is about a week of planning, a day and a half of shooting, and a week of editing. Ideally two or three days of shooting helps with scheduling participants having time for the perfect shots, and ensuring all of your goals are met.

Our team will be involved from concept to the final edit. This includes Creative Development - working with Houdini to conceptualize the goals, objectives, narrative, and aesthetics of the video. Scouting and scheduling participants, assistants, rentals and other pre-production needs. Directing, videography, audio and lighting on the days we film. We will bring in a hair and makeup stylist. Post Production includes editing footage, selecting music, audio editing, graphics, and professional voice-overs if needed. The timeline includes a draft edit phase and final edit phase to ensure we have ample feedback and satisfaction from you.

This budget outlines the scope of work necessary to produce one video. Multiple videos regarding the same campaign will subsequently be discounted as the pre-production phase is streamlined and we gain o-roll.

Factory Town is a dual-director studio with three decades of experience in art, design, photography, and film. You may have seen our work with Downtown Spokane Partnership. Please visit our website to see that project and more from our portfolio.

Thank you for your consideration. We look forward to hearing from you.

Best regards,

Ellen Picken & Rajat Bose  
Factory Town | [factorytown.co](http://factorytown.co)

AT

## VIDEO

Preproduction:	Min Hours	Max Hours	\$125/Hr
Creative development:	6	12	\$1,000 - \$1,500
Scouting/Scheduling	8	12	\$1,000 - \$1,500
<b>Film shoot:</b>			
Hair and Makeup (day rate)	\$600	\$1800	\$600 - \$1,800
Director/Videographer	12	36	\$1,500 - \$4,500
Light Assistant \$50/hr	10	30	\$500 - \$1,500
Audio Tech \$50/hr	10	30	\$500 - \$1,500
<b>Post production:</b>			
Graphics (if needed)	4	8	\$500-\$1,000
Voice Over (if needed) \$50/hour	4	8	\$200-\$400
Music licensing	\$100		\$100
Editing footage/sound	20	40	\$2,500 - \$5,000
Review for approval			
Final edit	10	20	\$1,250-\$2,500

## Total Estimate

\$9,850 - \$20,500

**ATTACHMENT B**  
(Board Action on Houdini Contract)

# WEST PLAINS/AIRPORT AREA PDA

Action Item No: 091919-05

Board Meeting Date September 19, 2019

**Subject: Approval of Contract with Houdini Interactive for Marketing Collateral Services**

## Background:

The West Plains Airport Area Public Development Authority (PDA) has recently completed a naming and logo development process and desires to contract for marketing services to assist in developing a targeted marketing campaign in the advanced manufacturing and aerospace industries. The PDA intends to roll out the new name and logo through a strategic marketing campaign in the coming months.

The PDA issued a request for proposals and received five submittals. We have reviewed the submittals and interviewed three firms. The PDA staff is recommending Houdini Interactive as the firm to provide Marketing Collateral Services.

Deliverables from this contract will include:

- Preliminary strategic marketing plan
- A world class interactive website
- A presentation deck for speaking at industry meetings and conferences
- An introductory brochure on the PDA
- Specialty item designs for hats, shirts, golf balls, glasses, etc.
- A banner for trade shows and local events

The contract schedule is anticipated to take approximately 90 days and not to exceed \$89,285.00

## Recommendation:

Recommendation is for the West Plains/Airport Area PDA board to authorize the Executive Director to execute a contract with Houdini Interactive in the amount not to exceed \$89,285.00

## Submitted By:

Todd M Coleman, Executive Director

Date Action Taken: 9/19/19

Motion By: Theresa Sanders

Seconded By: Bill Butler

Action Taken: (Approved) (Rejected) (Deferred to: \_\_\_\_\_)

Approved as modified: \_\_\_\_\_

**ATTACHMENT C**

(March 18, 2020 Email Request for Release of Contract Contingency)



5000 Discretionary

**Sueann Herkel**

**From:** Todd Coleman  
**Sent:** Monday, March 23, 2020 1:19 PM  
**To:** Penn Brownlee  
**Cc:** Sueann Herkel; Matt Bogue; Tony Conti; Bill Powers  
**Subject:** RE: Discretionary Fund

Approved.

Sueann, please document the approval in the contract file. Thanks



**Todd Coleman**  
Executive Director

P: 509-607-6556  
[todd@s3r3solutions.com](mailto:todd@s3r3solutions.com)  
[www.s3r3solutions.com](http://www.s3r3solutions.com)

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**From:** Penn Brownlee <penn@houdini.studio>  
**Sent:** Thursday, March 19, 2020 10:31 AM  
**To:** Todd Coleman <tcoleman@WestPlainsPDA.com>  
**Cc:** Sueann Herkel <sherkel@WestPlainsPDA.com>; Matt Bogue <matt@houdini.studio>; Tony Conti <tony@houdini.studio>; Bill Powers <bill@houdini.studio>  
**Subject:** Re: Discretionary Fund

Hey Todd!

Not a problem. Please find a table below that outlines the item, the hours and the cost associated.

Discretionary Fund ESTIMATED HOURS \$125/HR RATE			
Projects page/section and templization	5	\$625.00	
Data center specific brochure	5	\$625.00	
Data center addition to the booklet	2	\$250.00	
QR code landing page	5	\$625.00	web
Brochure request email update	4	\$500.00	web or brochure
Merchandise items	4	\$500.00	
Interactive brochure on the site	5	\$625.00	
Foam boards	4	\$500.00	
QA & Testing	2	\$250.00	

Project Management

4

\$500.00

**TOTAL: \$5,000.00**

Here are the details per bullet for consideration as well:

- Projects page/section and templization - Creation and implementation of a Projects section on the website and the templization of the section and form for admin submission.
- Data center specific brochure - Creation of a brochure specific to data centers to include the following: a seismicity map, information on sources of energy, information on renewable energy, Spokane is number 8 in areas for lowest disasters, as well as further details to be provided by S3R3 Solutions.
- Data center addition to the booklet - Addition of the data center content into the booklet.
- QR code landing page - Creation of a landing page specific to the scanning of a QR code. This page will be a part of the website, but not accessible through internal links or the navigation - only by scanning the QR code. This page will include some informational content, as well as the lead generation form that sends the user the brochure.
- Brochure request email update - Updating of the lead generation form email to include a canned email body and the brochure as an attachment instead of a download link.
- Merchandise items - Designing and ordering of the additional specialty items: long sleeve shirts, portfolio, window clings, and any additional items that fit into the available budget.
- Interactive brochure on the site - Implementation of a page-turning tool into the website for the booklet and/or brochure to give the sense of the pages actually turning.
- Foam boards - Designing and ordering of foam boards with the difference between S3R3 and the WPAAPDA, the core values and the value prop.
- Project management - General management of the project and meetings
- QA & Testing - testing of the website updates.

Thank you!

The logo for Houdini, featuring the word "houdini" in a stylized, lowercase, handwritten-style font.

**PENN BROWNLEE**

Managing Director / Co-Founder

C: 509.230.4166

O: 509.255.3787

[penn@houdini.studio](mailto:penn@houdini.studio)

[www.houdini.studio](http://www.houdini.studio)

On Wed, Mar 18, 2020 at 6:23 PM Todd Coleman <[tcoleman@westplainspda.com](mailto:tcoleman@westplainspda.com)> wrote:

Thanks Penn.

I will speak with Sueann about it tomorrow to make sure we are on the same page. Do you have a detailed breakdown or did you do it on scratch paper? We will need detail, hours and cost by bullet point for us to put into an addendum to the contract. Since we identified the discretionary fund we only need to note it to the contract not do a formal change order.

Thanks



Todd Coleman

Executive Director

P: 509-607-6556

[todd@s3r3solutions.com](mailto:todd@s3r3solutions.com)

[www.s3r3solutions.com](http://www.s3r3solutions.com)

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**From:** Penn Brownlee <[penn@houdini.studio](mailto:penn@houdini.studio)>

**Sent:** Wednesday, March 18, 2020 3:54 PM

**To:** Todd Coleman <[tcoleman@WestPlainsPDA.com](mailto:tcoleman@WestPlainsPDA.com)>; Sueann Herkel <[sherkel@WestPlainsPDA.com](mailto:sherkel@WestPlainsPDA.com)>

**Cc:** Matt Bogue <[matt@houdini.studio](mailto:matt@houdini.studio)>; Tony Conti <[tony@houdini.studio](mailto:tony@houdini.studio)>

**Subject:** Discretionary Fund

Hey Todd!

Per our discussion about a week ago, with the requested additions of work we are anticipating a need for 40 hours (\$5,000.00) to be pulled from the discretionary fund. The additions include the following:

- Projects page/section and templating
- Call center specific brochure
- Call center addition to the booklet
- QR code landing page
- Brochure request email update
- Merchandise items
- Interactive brochure on the site
- Foam boards

If there are any additions desired to these, please let us know and we can account for them.

Thank you!

The logo for Houdini, featuring the word "houdini" in a lowercase, cursive script font.

**PENN BROWNLEE**  
Managing Director / Co-Founder

C: 509.230.4166  
O: 509.255.3787  
[penn@houdini.studio](mailto:penn@houdini.studio)

[www.houdini.studio](http://www.houdini.studio)

**ATTACHMENT D**  
(June 15, 2020 Email Request for Release of Contract Contingency)

\$ 2250

Discretionary

**Sueann Herkel**

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**From:** Penn Brownlee <penn@houdini.studio>  
**Sent:** Monday, June 15, 2020 12:34 PM  
**To:** Sueann Herkel  
**Cc:** Bill Powers  
**Subject:** Re: Release of Discretionary Funds

Perfect, thank you Sueann!

*houdini*

**PENN BROWNLEE**  
Managing Director / Co-Founder

C: 509.230.4166  
O: 509.255.3787  
[penn@houdini.studio](mailto:penn@houdini.studio)  
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On Mon, Jun 15, 2020 at 12:33 PM Sueann Herkel <[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)> wrote:

Hi Penn and Bill,

Since the discretionary funds are not designated to particular job tasks in the contract, you don't need to distinguish how the dollars spent as long as they are spent for website development, project management and website maintenance.

I hope this helps,

Sueann



**Sueann Herkel**

Executive Assistant

P: 509-381-4152

[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)

[www.s3r3solutions.com](http://www.s3r3solutions.com)

**From:** Penn Brownlee <penn@houdini.studio>  
**Sent:** Monday, June 15, 2020 11:35 AM  
**To:** Sueann Herkel <[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)>  
**Cc:** Bill Powers <bill@houdini.studio>  
**Subject:** Re: Release of Discretionary Funds

Good morning, Sueann!

Fantastic news, thank you! Does the release need to be date specific in our hourly reports, or does it just fall within the month?

Thank you!

The logo for Houdini, featuring the word "houdini" in a stylized, lowercase, cursive script.

**PENN BROWNLEE**  
Managing Director / Co-Founder

C: 509.230.4166  
O: 509.255.3787  
[penn@houdini.studio](mailto:penn@houdini.studio)

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On Mon, Jun 15, 2020 at 11:11 AM Sueann Herkel <[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)> wrote:

Good Morning Gentlemen!

I wanted to let you know that the remaining \$2250 of discretionary funds has been released for website development, project management and website maintenance.

Thank you and please let me know if you have any questions,

Sueann



Sueann Herkel

Executive Assistant

P: 509-381-4152

[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)

[www.s3r3solutions.com](http://www.s3r3solutions.com)



## Sueann Herkel

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**From:** Todd Coleman  
**Sent:** Monday, June 15, 2020 11:02 AM  
**To:** Sueann Herkel  
**Subject:** RE: Releasing Remaining Discretionary Funds for Houdini

That is fine.



**Todd Coleman**  
Executive Director

P: 509-607-6556  
[todd@s3r3solutions.com](mailto:todd@s3r3solutions.com)  
[s3r3solutions.com](http://s3r3solutions.com)

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**From:** Sueann Herkel <[sueann@s3r3solutions.com](mailto:sueann@s3r3solutions.com)>  
**Sent:** Wednesday, June 10, 2020 3:58 PM  
**To:** Todd Coleman <[todd@s3r3solutions.com](mailto:todd@s3r3solutions.com)>  
**Subject:** Releasing Remaining Discretionary Funds for Houdini

Todd,

Houdini has requested that the remaining discretionary funds to continue work on our behalf as in accordance with their current contract.

It is anticipated by Houdini staff that the remaining dollars of \$2250 would be used to continue website development, project management and website maintenance.

Thank you,  
Sueann



**Sueann Herkel**  
Executive Assistant

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