

BOARD OF DIRECTORS MEETING AGENDA -- JANUARY 16, 2024 AT 9:30 AM
SALINA AREA CHAMBER OF COMMERCE - VISIT SALINA ANNEX

1. CALL TO ORDER AND ROLL CALL

- (1.1) Confirmation of Meeting Notice/ Visitor Introductions
- (1.2) Public Comments

2. APPROVAL OF MINUTES

- (2.1) December 19, 2024 Minutes

3. APPROVAL OF FINANCIAL STATEMENT & ACCOUNTS PAYABLE

- (3.1) December 2024 Financial Reports
- (3.2) Accounting Discussions

4. DIRECTOR'S REPORT

- (5.1) Digital Marketing Update
- (5.2) Revised Agreement with Partners - Attached Document
- (5.3) Plus Power / Salina County Planning & Zoning - Battery Storage Regulations - February 11th
- (5.4) Salina EDO Annual Meeting/Luncheon- Joshua Wexler, CEF (Chief Executive of Fun) Pure Imagination - Event Speaker
- (5.5) Strategic Plan Update - Working with Lindsey Drieling
- (5.6) City Manager Mike Schrage Retirement/Jacob Wood Interim City Manager
- (5.7) Officer Elections - New Board Member Appointment
 - a) President - Rob Exline
 - b) Vice President - Tom Dill
 - c) Treasurer - Brian Weisel
 - d) Secretary - Darren Neuschafer
 - e) Past President - Jim Maes

New City Appointment - Katie Platten
- (5.8) Prospect Update

5. EXECUTIVE SESSION - PERSONNEL REVIEW

6. BOARD OF DIRECTORS COMMENTS

7. ADJOURNMENT

CITY OF SALINA, KANSAS
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
SALINA CHAMBER OF COMMERCE/VISIT SALINA ANNEX - 120 WEST ASH; SALINA, KS
DECEMBER 19, 2024 --Via in person and Zoom Link

CALL TO ORDER AND ROLL CALL

The Regular Meeting of the Salina Community Economic Development Organization, Inc. was called to order at 9:35 AM by Jim Maes, Board President.

(1.1) Confirmation of Meeting Notice

Robinson confirmed that the meeting notice was made public via email, news release, and social media.

Those present with a quorum:

IN-PERSON OR ZOOM (Z):

Jim Maes, Brian Weisel, Tom Dill (out at 10:25 AM), Lee Young (Z), Brian Schwarz, Daran Neuschafer, Brian Richardson, Rob Exline, Jim Trower

ABSENT: N/A

ALSO PRESENT:

Mitch Robinson, Salina Community Economic Dev. Organization, Executive Director
Robin VanAtta, Salina Community Economic Dev. Organization Administrative Assistant
Phillip Smith-Hanes, County Administrator, Saline County
Mike Hoppock, City Commissioner, City of Salina
Mike Schrage, City Manager, City of Salina
Greg Taylor, Salina, Citizen
Ernie Beaudet, Regional Director, In-State, North Central Region, Kansas Department of Commerce
Brenda Gutierrez, Foundation Executive Director, Salina Area Technical College
Eric Brown, Northern Kansas Business Development Manager, Hutton Construction
Dan McFadden, Market President, Central National Bank
Renee Duxler, President/CEO, Salina Area Chamber of Commerce
Pieter Miller, Executive Director, Salina Airport Authority
Ryan Commerford, Salina Airport Authority Board Liaison; Executive Vice President/CFO, Bennington State Bank (Z)

(1.3) Public Comment

N/A

APPROVAL OF MINUTES

(2.1) Moved by Weisel, seconded by Exline to approve the November 21, 2024 minutes. Aye: (9) Nay: (0). Motion carried.

APPROVAL OF FINANCIAL STATEMENTS AND ACCOUNTS PAYABLE

(3.1) November 2024 Financial Reports

Moved by Exline, seconded by Neuschafer to approve the November 2024 financial statements. Aye: (9). Nay: (0). Motion carried.

(3.2) Accounting Discussion

The Finance Committee met on December 13th, 2024 to discuss possible options for reducing the accounting fees that the organization pays out yearly. Despite getting approval from the partners and the associated Commissions to transition from an audit to a yearly review, the accounting fees are still high.

Various discussion points included:

- Possible RFP bid process -- firms will most likely not be local for the FY2025/FY2026 payables and payroll
- Review is overkill for an organization this size and when the main expense is payroll and salary.
- Limited CPAs who are qualified to perform audits and/or reviews in Salina
- Robinson has contacted a new CPA firm out of McPherson. They have opened a small satellite office here in Salina
- Would moving to quarterly reports for the board save any money?

4. INTRODUCTION/WELCOME - ERNIE BEAUDET, REGIONAL DIRECTOR, IN STATE, NORTH CENTRAL REGION, KANSAS DEPARTMENT OF COMMERCE

DIRECTOR'S REPORT

(5.1) Digital Marketing Effort Update

Duxler gave an update to the board. She made a presentation before the City Commission on November 25th. The Commission was supportive of the idea of a joint marketing effort, but wanted to keep/maintain Visit Salina's tourism efforts. Edits and recommendations to the current transient guest tax agreement are in negotiation between the Chamber of Commerce Executive Committee and the City Commission.

(5.2) Plus Power / Saline County Planning & Zoning Battery Storage Regulations

The Saline County Commission Planning & Zoning Board made some changes to the battery storage regulations at the November meeting. The rewritten regulations will go before the full County Commission on February 11, 2025.

(5.3) Planning for Events in Early 2025

a. Marketing Luncheon in Wichita

- Plan an event for commercial, industrial, and real estate developers
- Tell Salina's story
- Still a goal for FY 2025

b. Salina EDO Annual Meeting/Luncheon

- Josh Wexler, President, Pure Imagination Studios, has tentatively agreed to be the keynote
- Obtain sponsors to subsidize expenses
- Possible Locations: The Hoffman, The Sullivan, The Temple, etc.
- Changing timeframe from late January/early February to March or later so that it doesn't interfere with the Chamber's Annual Meeting moving back to the original February timeframe

c. Strategic Plan Update

- Robinson has met with Lindsey Dreiling to work out an overview of the project
- Her fee would be estimated at \$14,000 for 90 hours of work
- Salina Airport Authority recently contracted with Lindsey Dreiling based on her expertise and experience in unmanned aircraft/aviation
- The organization wants to make sure that the scope of work is on the most appropriate and most beneficial target areas (aviation, manufacturing, and warehousing/logistics) and trailing businesses. And focus on what we can do to support our existing businesses. Also consider current salary/wages. Lastly, increasing workforce numbers and filling the housing units and open positions in the area.

(5.4) Officers

Brian Richardson's 2nd term ends on 1/31/2025 and he was a City appointment. The Chamber of Commerce has voted to re-appoint Daran Neuschafer to his 2nd 3-year term. Saline County will look at re-appointing Rob Exline to his 2nd 3-year term.

Current officers will move up in position except for Neuschafer. He would prefer to stay in his current office as Secretary. Maes will move to Past President, Exline to President, Tom Dill to Vice President, Neuschafer will stay as Secretary, and Brian Weisel to move to Treasurer, all pending final board approval.

(5.5) Prospect Update

Robinson reviewed the current prospect table

7. BOARD MEMBER DISCUSSION/QUESTIONS

N/A

ADJOURNMENT

Moved by Neuschafer, seconded by Exline to adjourn the meeting at 10:35 a.m. Aye: (8). Nay: (0). Motion carried.

Jim Maes, Board President

ATTEST:

Daran Neuschafer, Board Secretary

SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
Salina, Kansas

STATEMENTS OF ASSETS, LIABILITIES, AND NET ASSETS - TAX BASIS
December 31, 2024 and 2023

	ASSETS		
	<u>Dec 31, 2024</u>	<u>Dec 31, 2023</u>	<u>\$ Change</u>
Current Assets			
Cash	\$ 345,110	\$ 281,873	\$ 63,237
Certificates of deposit	52,336	50,000	2,336
Unconditional promises to give:			
Member contributions receivable - current	-	346,021	(346,021)
Total Current Assets	<u>397,446</u>	<u>677,894</u>	<u>(280,448)</u>
Property and Equipment			
Furniture and equipment	5,568	5,568	-
Less: accumulated depreciation	<u>(5,568)</u>	<u>(5,435)</u>	<u>(133)</u>
Net Property and Equipment	<u>-</u>	<u>133</u>	<u>(133)</u>
Total Assets	<u>\$ 397,446</u>	<u>\$ 678,027</u>	<u>\$ (280,581)</u>
	LIABILITIES AND NET ASSETS		
Current Liabilities			
Payroll liabilities	<u>\$ 359</u>	<u>\$ 1,321</u>	<u>\$ (962)</u>
Net Assets			
Without donor restrictions	<u>397,087</u>	<u>676,706</u>	<u>(279,619)</u>
Total Liabilities and Net Assets	<u>\$ 397,446</u>	<u>\$ 678,027</u>	<u>\$ (280,581)</u>

SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
Salina, Kansas

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS - TAX BASIS
For the One Month and Twelve Months Ended

	Period Ended Dec 31, 2024	Year-to-Date Dec 31, 2024	Period Ended Dec 31, 2023	Year-to-Date Dec 31, 2023
Net Assets Without Donor Restrictions				
Revenues and Support Without Donor Restrictions				
Charlie Walker pitch challenge income	\$ -	\$ 16,000	\$ -	\$ 16,000
Member contributions	-	13,979	-	7,059
Gifts in kind	1,667	20,000	1,667	20,000
Interest income	580	8,862	458	4,708
	2,247	58,841	2,125	47,767
Net Assets Released From Restrictions				
Restrictions satisfied by time	-	-	-	698,962
	2,247	58,841	2,125	746,729
Expenses				
Business expenses	715	3,512	805	6,342
Contract services	3,535	36,330	1,525	26,776
Facilities and equipment	1,667	21,519	1,667	21,261
Operations	2,857	37,361	2,864	46,637
Other expenses	324	6,619	88	6,650
Payroll expenses	19,453	230,220	23,147	236,494
Travel and meetings	-	3,354	397	4,146
	28,551	338,915	30,493	348,306
Change in Net Assets Without Donor Restrictions	(26,304)	(280,074)	(28,368)	398,423
Net Assets With Donor Restrictions				
Unconditional promises to give - restrictions satisfied by time	-	-	-	(698,962)
Net Assets - Beginning of Period	423,391	677,161	705,074	977,245
Net Assets - End of Period	\$ 397,087	\$ 397,087	\$ 676,706	\$ 676,706

SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
Salina, Kansas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS - BUDGET COMPARISON - TAX BASIS
For the Twelve Months Ended December 31, 2024

	Year-to-Date December 31, 2024	Budget YTD December 31, 2024	Variance Actual vs Budget	Budget 2024 Approved
Revenues				
Charlie Walker Pitch Challenge Income	\$ 16,000	\$ 16,000	\$ -	\$ 16,000
Member Contributions	13,979	360,000	346,021	360,000
Investments - Interest	8,862	3,800	(5,062)	3,800
Gifts in Kind	20,000	20,000	-	20,000
Total Revenues	<u>58,841</u>	<u>399,800</u>	<u>340,959</u>	<u>399,800</u>
Expenses				
Business Expenses				
Memberships	1,500	1,100	(400)	1,100
Marketing Events	1,875	2,500	625	2,500
Miscellaneous Expense	137	100	(37)	100
Business Registration Fees	-	100	100	100
Total Business Expenses	<u>3,512</u>	<u>3,800</u>	<u>288</u>	<u>3,800</u>
Contract Services				
Accounting fees	17,075	16,000	(1,075)	16,000
Outside Contract Services	19,255	19,000	(255)	19,000
Total Contract Services	<u>36,330</u>	<u>35,000</u>	<u>(1,330)</u>	<u>35,000</u>
Facilities & Equipment				
Computer Replacement	-	1,500	1,500	1,500
Donated Facilities	20,000	20,000	-	20,000
Office Equipment	1,519	2,075	556	2,075
Total Facilities & Equipment	<u>21,519</u>	<u>23,575</u>	<u>2,056</u>	<u>23,575</u>
Operations				
Charlie Walker Pitch Challenge Expenses	16,000	16,000	-	16,000
Donations (Outgoing Board Recognition)	150	150	-	150
Dues & Subscriptions	1,204	1,000	(204)	1,000
Finance Charges	29	-	(29)	-
Training Fees	25	100	75	100
Advertising/Promotion	9,326	35,725	26,399	35,725
Repairs & Maintenance	219	150	(69)	150
Books, Subscriptions, Reference	4,989	5,500	511	5,500
Postage, Mailing Service	68	75	7	75
Printing and Copying	56	200	144	200
Supplies	2,388	2,225	(163)	2,225
Telephone, Telecommunications	2,907	3,000	93	3,000
Total Operations	<u>37,361</u>	<u>64,125</u>	<u>26,764</u>	<u>64,125</u>
Other Expenses				
Depreciation	132	1,000	868	1,000
Insurance - Liability, D and O	6,456	5,750	(706)	5,750
Bank Charges	31	-	(31)	-
Total Other Expenses	<u>6,619</u>	<u>6,750</u>	<u>131</u>	<u>6,750</u>
Payroll Expenses				
Retirement Contribution	11,195	12,000	805	12,000
Employee Health Ins	2,980	3,000	20	3,000
Director Health & Life Ins	8,097	6,500	(1,597)	6,500
Car Allowance	6,000	6,000	-	6,000
Payroll Taxes	16,450	17,000	550	17,000
Wages & Salaries	185,498	188,000	2,502	188,000
Total Payroll Expenses	<u>230,220</u>	<u>232,500</u>	<u>2,280</u>	<u>232,500</u>
Travel and Meetings				
Meals	444	1,000	556	1,000
Conference, Convention, Meetings	500	600	100	600
Travel	711	1,700	989	1,700
Travel and Meetings - Other	1,699	750	(949)	750
Total Travel and Meetings	<u>3,354</u>	<u>4,050</u>	<u>696</u>	<u>4,050</u>
Total Expenses	<u>338,915</u>	<u>369,800</u>	<u>30,885</u>	<u>369,800</u>
Changes in Net Assets without Donor Restriction	<u>(280,074)</u>	<u>30,000</u>	<u>310,074</u>	<u>30,000</u>
Reserve Funds	<u>(30,000)</u>	<u>(30,000)</u>	<u>-</u>	<u>(30,000)</u>
Changes in Net Assets	<u>\$ (310,074)</u>	<u>\$ -</u>	<u>310,074</u>	<u>\$ -</u>

JANUARY 2025 REPORT

MARKETING / LEGISLATIVE

Work is still ongoing for the development of a digital marketing program that would unite the various marketing programs of the Chamber, Salina EDO, Salina Downtown Inc, SAA and city and county governments. The City Manager has provided several drafts for a new TGT agreement between the Chamber and City of Salina to allow a portion of the Transient Guest Tax (TGT) funds to help pay for the digital marketing program. Final approval should be before the City Commission by the end of January. There have been numerous meetings between the two parties in working out this funding agreement.

Work for the 4th Annual Charlie Walker Pitch Challenge has started. The event will be held on Wednesday, March 26th at Kansas State Salina. This year we will have previous winners present on their progress during the event and/or be judges for the contest. On February 11th, a pre-application workshop will be held to review the application process and how to submit a winning proposal. Several previous winners will take part in providing information to the applicants. This will also be at Kansas State Salina. Funding for the \$16,000 in prize money is coming from Bennington State Bank and JRI, Inc.

The community's legislative plan for the 2025 session has been completed and shared with our local state representatives and staff members of our federal elected officials. The Kansas Economic Development Alliance has also completed its plan for 2025. I serve on the legislative committee and am the current president of the organization. We have our annual Day on the Hill Feb 6th. Numerous bills for the upcoming session will be looking at various tax reductions, review of the Department of Commerce and other economic development related bills.

Salina EDO staff has been working with City Manager Mike Schrage to finalize a revision of the Salina EDO organizational documents. This will update the original document with changing the 3-year funding cycle to an annual funding cycle, revised deadlines for various submittal of documents, added business retention and expansion activities to our program of work and updated several other items. This will be reviewed by the board at the Salina EDO January meeting. Approval by the City Commission is targeted to January 27th meeting and Saline County is looking at Feb 7th for approval.

WORKFORCE / HOUSING

Final approval by the City Commission for Phase 2 of the SDD Project occurred on December 9th following recommendation of the Salina EDO Board at our November meeting. The developers are excited to be bringing a broader range of housing products for the community. They expect to be completed in late 2026 with construction.

PROSPECT MANAGEMENT

Project 80 – The Salina Airport Authority's selected contractor has started dirt work for the street and some utility installation has started. The Indiana-based developer has selected a contractor for the building construction with numerous local sub-contractors being hired to take part in the building construction. This is for the construction of a warehouse facility on 20 acres in the new development south of Waterwell Road. The developer of the building will close on the property at the end of January.

The Saline County Planning and Zoning Commission has made final revisions for their new regulations regarding battery storage projects. The County Commission will now review the Battery Storage Regulations on February 11th. Plus Power is still planning to submit a new application for their project in south Saline County.

SITES / BUILDINGS / TOOLS:

Continue to work on maintaining industrial sites and buildings within the community and other buildings that are available for various retail and other uses.

MONTHLY WEB/SOCIAL MEDIA STATISTICS

Website – (reported December 2024)

128 users	126 New Users	15 Return Users	87 Engaged Sessions
5.50 Events/User	0:34 Avg Session	235 Pageviews	830 Event Count**
151 Sessions			

Website –12/16/2024 –1/12/2025

120 users	115 New Users	11 Return Users	68 Engaged Sessions
4.74 Events/User	0:58 Avg Session	190 Pageviews	663 Event Count**
140 Sessions			

**Event Count = the number of times an event is triggered on your website or app. An event is a user's specific action on your site, such as clicking a button, playing a video, or submitting a form.

Facebook – (reported December 2024)

58 Page Reach	0 Engagement	6 Page Visits	942 Followers
127 Views			

Facebook – 11/12/2024 –12/12/2024

420 Page Reach	17 Content Interactions	36 Page Visits	941 Followers	4 New Followers
1,000 Views				

Start-Up Salina Facebook Group

3/13/2024 – 403 members (--)	4/15/2024 – 403 members (--)
5/13/2024 – 402 members (-1)	6/14/2024 – 401 members (-1)
7/14/2024 – 402 members (+1)	8/11/2024 – 400 members (-2)
11/15/2024 – 410 members (+10)	12/15/2024 – 409 members (-1)
1/13/2025 – 409 members (--)	

**AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT**

among

**CITY OF SALINA, KANSAS;
BOARD OF COUNTY COMMISSIONERS OF SALINE COUNTY, KANSAS;
SALINA AIRPORT AUTHORITY;**

and

SALINA AREA CHAMBER OF COMMERCE, INC.

for

Continuing to Maintain and Operate an Existing Economic Development Organization

This Agreement dated effective _____, 2025 (this “**Members Agreement**”) constitutes an amendment by way of complete restatement of a similar Agreement dated effective November 17, 2015, as first amended effective February 28, 2023 (the “**Original Members Agreement**”) and is entered into among all of the parties to the Original Members Agreement, including the City of Salina, Kansas, a Kansas municipal corporation (“**City**”); the Board of County Commissioners of Saline County, Kansas (“**County**”); the Salina Airport Authority, a public corporation established pursuant to K.S.A. 27-317, *et seq.* (“**Authority**”); and the Salina Area Chamber of Commerce, Inc., a Kansas not-for-profit corporation (“**Chamber**”); (individually, a “**Member**”, and collectively, the “**Members**”).

Recitals

A. The Members acknowledge that local economic vitality and the resulting quality employment opportunities are critical to the health, safety, and welfare of the Salina area community.

B. The Members also acknowledge the mutually reliant roles of the public and private sectors in enhancing the prospects for sustained economic growth and development.

C. The community, through the work of the Economic Development Organization Working Group appointed by the Salina City Commission (the “**EDO Working Group**”) identified in 2015 certain economic development functions best served through the formation and maintenance by the Members of an economic development organization in the form of a Kansas not-for-profit corporation which led to the incorporation of Salina Community Economic Development Organization, Inc., (the “**Corporation**”) pursuant to the Original Members Agreement.

D. The Members intend, through this Members Agreement, to provide for the continued maintenance and operation of the Corporation, to transition from a three-year to an annual funding cycle, and to agree upon the allocation of economic development roles and responsibilities among the Corporation and the Members.

E. The Corporation's Articles of Incorporation dated November 17, 2015 (the "Articles") are attached for reference as Exhibit A and Bylaws dated November 17, 2015 (the "Bylaws") are attached for reference as Exhibit B. Subject to the right of the Members to select and remove their respective appointees to the board of directors, all voting rights of the Corporation are vested in the board of directors (the "Board"), which shall be the voting members of the Corporation pursuant to the Articles and Bylaws.

THE MEMBERS, therefore, agree and covenant:

1. **Roles and Responsibilities to be Served by the Corporation.** Based upon the work and conclusions of the EDO Working Group and local experience since formation of the Corporation, the following economic development roles and responsibilities shall continue to be performed by the Corporation:

1.1. **Business Recruitment.** To recruit industrial, retail, and other businesses to Saline County, Kansas;

1.2. **Entrepreneurship.** To encourage and support entrepreneurship and business development in Saline County, Kansas;

1.3. **Metrics.** To create and utilize economic development metrics and indicators;

1.4. **Research.** To perform economic development research; and

1.5. **Marketing.** To conduct marketing and foster communication with targeted businesses and industries.

2. **Consultation for Members.** Pursuant to Resolution Number 17-7439 the City dissolved the Salina Economic Development Incentives Council in anticipation of utilization of the Corporation for consultation regarding economic development matters. The Members agree that the Corporation shall also continue:

2.1 **Sales Tax Grants.** To review application and make specific recommendations to the City regarding grants from the sales tax for incentives to new and existing manufacturers and primary businesses for the purpose of job retention and to entice them to relocate or expand capital and/or human investment in Salina/Saline County in order to provide a stimulus to the local economy;

2.2 **Other Uses of Special Sales Tax Funds.** To recommend other proposed uses for economic development special sales tax funds necessary to prepare Salina and Saline County for prospective business development; and

2.3. **Other Matters under Member Consideration.** To make recommendations to any Member at the request of the Member regarding other public economic development incentives under consideration by the requesting Member.

3. **Related Roles and Responsibilities to be Served by Members.** As a complement to the economic development functions to be performed by the Corporation, the Members agree to the allocation of related economic development roles and responsibilities among the Members and the Corporation as set forth in the chart attached and incorporated as Exhibit C.

4. **Precondition and Term.** The respective obligations of each of the Members under this Members Agreement are preconditioned upon and shall commence effective upon execution of this Members Agreement by all the Members. This Members Agreement shall remain in effect for so long as the Corporation continues to exist and to function as anticipated by this Members Agreement, subject to amendment under Section 20 or termination under Section 21 below.

5. **Corporate Offices.** The location of the offices of the Corporation shall be 120 W. Ash St., Suite B, Salina, KS 67401. Office space, furnishings, and certain support staff will be available to the Corporation as in-kind support by the Chamber on the basis described in the attached and incorporated Exhibit D.

6. **Condition of Membership; Annual Funding Model; Annual Members Meeting.** Membership shall be conditioned upon ongoing financial support of the Corporation through funding, in-kind contributions, or a combination of both, as agreed by the Members. Member funding of the Corporation shall be based upon a calendar-year annual funding model under which the Corporation shall ~~deliver and~~ present to an annual joint meeting of the governing bodies of the Members to be scheduled to occur following the first-calendar-quarter annual meeting of the Corporation but no later than ~~May~~April 1st of each year (the “**Annual Members Meeting**”) ~~the:- At the Annual Members Meeting the Corporation shall deliver and present~~

- ~~(a) the a~~Annual ~~f~~Financial ~~r~~Report described in Section 7;
- ~~(b) -the s~~Strategic ~~p~~Plan update and report described in Section 8;
- ~~(c) -the a~~Annual ~~p~~Proposed ~~p~~Program of ~~w~~Work and ~~b~~Budget ~~-~~described in Section 9 (including, but not limited to, the Corporation’s annual funding request of each of the Members).

7. **Annual Financial Report.** The Corporation shall be responsible for preparation, adoption, delivery, and presentation to the Members at the Annual Members Meeting an annual financial report for the preceding calendar fiscal year (the “**Annual Financial Report**”). The Annual Financial Report shall contain:

- (a) A detailed itemization of all sources and uses of funding;

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- (b) A detailed description of past programming, future programming, and pre and post program metrics;
- (c) A line-item by line-item comparison of the approved Annual Budget (see Section 11) vs. actual income and expenses;
- (d) Year-end financial statements for the prior calendar year either audited or reviewed as provided in Section 12.3 below (if the audit or review is not completed by the Annual Members Meeting, the Corporation shall submit with the report the available financial statements to be supplemented by the audited or reviewed financial statements on or before June 30th of the same year); and
- (e) Any additional information regarding the financial status of the Corporation deemed relevant by the Board.

8. Strategic Plan. The Corporation shall be responsible for preparation, adoption, delivery, and presentation to the Members at the Annual Members Meeting a three-year strategic plan (the “**Strategic Plan**”). The Strategic Plan shall provide:

8.1. Term. The Strategic Plan shall address a minimum of three years hence and shall be reviewed, updated, and reported out to the Members no less than annually.

8.2. Content. The Strategic Plan shall (a) be based upon and provide a survey and review of local economic conditions; (b) list all goals, desired outcomes, initiatives, strategies, and related benchmarks and measurable metrics associated with each; (c) list all anticipated operational and capital needs and those fulfilled in the prior year; and (d) include any additional information deemed relevant by the Board.

8.3. Private Funding. The Strategic Plan shall address the manner in which the Corporation shall promote private funding of its economic development roles and responsibilities.

8.4. Reporting. The updated Strategic Plan as adopted by the Board shall be delivered and presented to the Members no less than annually at the Annual Members Meeting.

9. Annual Proposed Program of Work and Budget. The Corporation shall be responsible for preparation and adoption of a detailed proposed program of work and budget for the following calendar budget year consistent with the Strategic Plan (the “**Annual Proposed Program of Work and Budget**”) for delivery and presentation to the Members at the Annual Members Meeting. The Annual Proposed Program of Work and Budget shall include a detailed description of a proposed program of work, proposed funding or in-kind contributions from all Member and non-Member sources, and proposed expenditures in a detailed line-item format.

10. Annual Member Funding Agreement.

10.1. Member Contributions for 2025. The funding and in-kind contribution commitments for Member financial support of the Corporation’s 2025 Budget are set forth in Exhibit D.

10.2. Annual Member Funding Agreements. For calendar year 2026 and thereafter, the Members agree to consider the Annual Proposed Program of Work and Budget during their respective budget processes for the following calendar year. On or before October 1, 2025, and on or before October 1 of each year thereafter, the Members shall enter into an agreement addressing their respective and collective contributions to the financial support of the Corporation for the following calendar year (the “**Annual Member Funding Agreement**”).

10.3. Quarterly Payments. Member funding contributions for each calendar year under the applicable Annual Member Funding Agreement shall be paid to the Corporation in approximately equal quarterly installments payable during the first month of each quarter of the applicable calendar year.

10.4. Failure to Provide Financial Support. If a Member does not budget and appropriate the funds necessary to fulfill any of its commitments under any Annual Member Funding Agreement or fails to timely pay or deliver to the Corporation its agreed upon contribution to the financial support of the Corporation pursuant to the Annual Member Funding Agreement (the “**Defaulting Member**”). The Corporation shall provide the Defaulting Member with written notice specifying the Defaulting Member’s unmet commitment under the applicable Annual Member Funding Agreement. The Defaulting Member shall have thirty (30) days from receipt of the written notice to fulfill its commitment and, thereby, sustain its status as a Member. If the Defaulting Member fails to fulfill its unmet commitment under the applicable Annual Member Funding Agreement within the thirty (30) days allowed, the Defaulting Member’s status as a Member of the Corporation shall cease, the directors selected by the Defaulting Member shall be disqualified from further participation as members of the Board, the remaining Members shall amend this Agreement, and the remaining directors acting as the Board along with the remaining Members shall amend the Articles and Bylaws accordingly. In the alternative, the remaining directors acting as the Board may initiate dissolution of the Corporation in accordance with the Articles and Bylaws.

11. Annual Budget. A copy of the 2025 Annual Budget of the Corporation has been distributed to each of the Members. For subsequent calendar years, the Members shall cause a copy of the fully executed Annual Member Funding Agreement to be delivered to the Board in care of the executive director of the Corporation. If Member-contributed funding plus any funding from other sources is sufficient to fully fund the Annual Proposed Program of Work and Budget, the Board shall approve the Annual Proposed Program of Work and Budget (the “**Approved Annual Program of Work and Budget**”) which shall serve as the annual budget for the applicable calendar year (the “**Annual Budget**”) and cause a copy of the Approved Annual Program of Work and Budget to be delivered to each Member no later than the November 15th preceding the applicable calendar budget year. If Member-contributed funding plus funding from other sources is insufficient to fully fund the Annual Proposed Program of Work and Budget, the Corporation shall cause a modified Annual Program of Work and Budget as nearly consistent as possible with the Annual Proposed Program of Work and Budget to be prepared for use of funds not to exceed Member-contributed funding plus any funding from other sources. Such modified Annual Program of Work and Budget shall be prepared, approved, and distributed to the Members no later

than the November 15th preceding the applicable calendar budget year and shall serve as the Annual Budget.

12. Records, Financial Controls and Fiscal Audit.

12.1. Accounting Systems. The Corporation shall adopt financial policies and maintain all necessary books, records and financial controls in accordance with generally accepted accounting principles.

12.2. Records Inspection. Upon reasonable request from a Member, the Corporation shall, at any time during normal business hours, make available its financial records for inspection or audit by authorized representatives of the Member.

12.3. Audit or Review. The Corporation shall annually have prepared by a certified public accountant and shall submit to the Members either a review or an audit of its financial statements prepared in accordance with the standards established by the American Institute of Certified Public Accountants (AICPA). The Board shall annually determine whether a review or an audit is to be prepared either (a) based on what is required by law, by any Member, or by any other source of funding accepted by the Corporation; or (b) if not determined under (a), then at the discretion of the Board.

12.4 Cash Reserves. The Corporation shall identify and maintain prudently targeted reserve fund balances.

13. Expenditure of Funds. The Corporation shall spend funds received from the Members solely for the purposes and in such amounts as are listed in the Annual Budget. Funds not expended in the year covered by the Annual Budget must be carried over into succeeding years and reflected in the Corporation's Annual Financial Report and Annual Proposed Program of Work and Budget.

14. Indemnification. The Corporation shall indemnify, defend and hold harmless the Members, their officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the Corporation, its officers, agents, employees, volunteers or subcontractors arising out of or resulting from the performance of this Agreement.

15. Insurance.

15.1 Types and Amount of Coverage. The Corporation shall obtain insurance coverage as specified in Exhibit E, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the Members. If the Corporation subcontracts any of its obligations under this Agreement, the

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Corporation shall require each such subcontractor to obtain insurance coverage as specified in Exhibit E. Failure of the Corporation or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Corporation of liability.

15.2 Rating. All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent “Bests” insurance guide and admitted in the State of Kansas. Except as otherwise specified in Exhibit E, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

15.3 Certificate of Insurance. The Corporation shall provide each Member with a certificate of insurance listing the Member as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The Members reserve the right to require complete certified copies of all insurance policies procured by the Corporation pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

16. Non-discrimination in Employment and Service. In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, the Corporation and its subcontractors, shall not unlawfully discriminate against any person in employment or in providing services under this Agreement.

16.1. Services. The Corporation shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability.

16.2. Advertisements. The Corporation shall include in all solicitations or advertisements for employees, the phrase “equal opportunity employer” or a similar phrase to be approved by the City’s community relations director;

16.3. Employment. The Corporation shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and

16.4. Subcontracts. The Corporation shall include similar provisions in any subcontract under this Agreement.

17. Separate Entity. It is understood and agreed that the Corporation is a corporate entity separate from the Members and that no relationship of principal/agent or employer/employee exists between the Corporation and the Members. Persons employed by the Corporation shall be entirely and exclusively under the control, direction and supervision of the Corporation. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by the Corporation.

18. **Assignment.** The Members acknowledge that participation under this Agreement is based upon the unique nature and role of each of the Members. Consequently, neither this Agreement nor any interest in it shall be assigned or transferred by a Member.

19. **Member Withdrawal.** Any Member may withdraw from membership in the Corporation and from this Members Agreement effective as of the December 31st end of any annual funding cycle by providing the secretary of the Corporation and each of the other Members with written notice on or before the preceding June 30th of the withdrawing Member's intent to withdraw effective as of the following December 31st. Between the time of receipt of the written notice of withdrawal and the December 31st effective date of the withdrawal, the Board and the Members shall amend this Agreement and the Articles and Bylaws -to eliminate from the Board those board positions appointed by the withdrawing Member effective as of the December 31st effective date of the Member withdrawal. In the alternative, the Board may initiate dissolution of the Corporation in accordance with the Articles and Bylaws.

20. **Amendment.** This Agreement may be amended from time to time upon the unanimous approval of all of the Members documented by a writing specifically stating the amended terms and signed by an authorized representative of each of the Members.

21. **Termination.** This Agreement shall terminate in the event of dissolution of the Corporation in accordance with the Articles and Bylaws, effective upon completion of the dissolution process and complete disposition of the assets of the Corporation in compliance with applicable law.

22. **General Provisions.**

22.1 **Time.** Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

22.2 **Non-appropriation.** The parties acknowledge that the City, the County, and the Authority are subject to Kansas cash basis laws, and that payment of the obligations of the City, the County, and the Authority under this Agreement can only be paid from appropriated funds legally available for such purpose.

22.3. **Entire agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions of this Agreement.

22.4. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

22.5. **Kansas Law – Interpretation.** This Agreement and its validity, construction, and performance shall be governed by the laws of Kansas. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

22.6. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notices shall be addressed as appears below for each party:

City of Salina, Kansas: City Clerk
300 W. Ash St.
P.O. Box 736
Salina, KS 67402-0736

Saline County: County Clerk
300 W. Ash St.
P.O. Box 5040
Salina, KS 67402-5040

Salina Airport Authority: Executive Director
3237 Arnold Ave.
Salina, KS 67401

Salina Area Chamber of Commerce: President and CEO
120 W. Ash St.
P.O. Box 586
Salina, KS 67401-0586

Salina Community Economic
Development Organization: Executive Director
120 W. Ash St., Suite B
Salina, KS 67401

22.7. Invalidity in part. In the event that any condition, covenant or other provision contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or provision herein contained. In the event a provision is deemed invalid, the Members agree to amend this Agreement to include a new condition, covenant, or other provision that replicates as closely as is legally possible under Kansas law the intent of the severed provision.

22.8. Authorized signatories. Each signatory executing this Agreement does thereby represent and warrant to the other parties that the signatory has been duly authorized to deliver this Agreement in the capacity and for the entity for which the signatory acts.

22.9. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision of this Agreement.

22.10. Venue. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the District Court of Saline County, Kansas.

22.11. Parties Bound. This Agreement shall extend to and bind the parties and their successors.

22.12. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

22.13. No Third Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

IN WITNESS WHEREOF, each of the Members, by its duly authorized representative, has executed this Agreement on the date shown below the representative's signature.

(The balance of this page is intentionally blank – signature pages follow)

AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

CITY OF SALINA, KANSAS

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_____, Mayor
Date: _____, 2025

Attest:

Nikki Goding, City Clerk
Date: _____, 2025

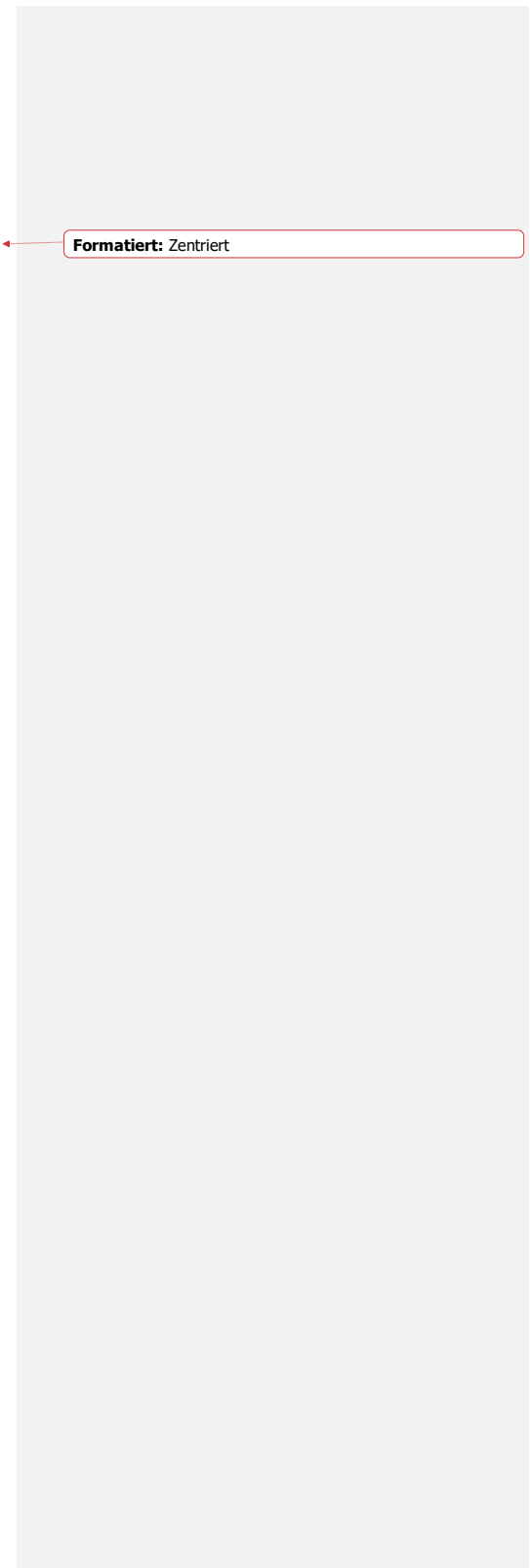
AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

**BOARD OF COUNTY COMMISSIONERS
OF SALINE COUNTY, KANSAS**

~~Joe Hay~~ _____, Chair
Date: _____, 2025

Attest:

Jamie R. Doss, CERA, MCC, FIO
County Clerk
Date: _____, 2025



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AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

SALINA AIRPORT AUTHORITY

Stephanie Carlin, Board Chair
Date: _____, 2025

Attest:

John O'Brien, Board Secretary
Date: _____, 2025

AMENDMENT AND COMPLETE RESTATEMENT
of the
SALINA COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATION, INC.
MEMBERS AGREEMENT

**SALINA AREA CHAMBER
-OF COMMERCE, INC.**

Sam Browning, Chair
Date: _____, 2025

Attest:

Renee Duxler, ~~Board Secretary~~President/CEO
Date: _____, 2025



Prospect Table

This information is strictly CONFIDENTIAL. Discussion of this information outside of this meeting could jeopardize the progress of these pending projects.

Color Key: ACTIVE INACTIVE NEW OUT SUCCESS DELAYED DEFUNCT

Code #	Project Name	Client Source	Project Status	Contact Date	Milestone / Decision Date	Project Objective	Business Description	Jobs (New)	Average Salary	Investment	Niche	Acreage Required	Square Footage
21-10	Project Storage	Direct Contact	Active	7/29/2021	Battery Storage Regs - Commission Approval January 2025	Presented to Co. Com. May 16th	Energy Storage 3-4 years Construction 2025	3	Above Average	\$330M	energy Storage	20-40 acres under option	NA
23-01	Project Houston	SAA	Active	1/26/2022	8/1/2024	Maintenance Hub	New Hub	6	\$25+/hr	?	MRO	Use Local Company	Use Existing Building
23-06	Project Blue Innovation	KDOC/JF	Active	11/30/2023	Project on hold until 2/1/2025	Establish CAM facility	Cathode Active Materials (CAM) Facility	486 jobs	Will be site dependent but will range from \$50,000 - \$60,000/yr	\$885 Million		Minimum 60 acres for initial phase and up to 100 acres to support the build-out of the plant	
23-08	Project 80	SAA/Realtor	Active	12/14/2023	SAA Board Approve Sales Contract Wed, September 18th	Last Mile of Distribution	Warehouse/Distribution	?	?	?	Distribution	min. 20 acres	?
24-01	Project Diamond	KDOC/RJ	Active	RFI received 1/24/24	RFI submitted 2/1/2024	Supplier for battery manufacturers		By 2027: 1,000 direct + 200 indirect (highly skilled engineers)	?	Approximately \$1 billion		Minimum 150 acres; Highway access required; Railway direct access preferred	
24-02	Project Cheese Steak	Direct Contact	DELAYED	1/29/2024	Project on hold at this time	Aviation Composite Parts	Make composite material	?	\$17 per hour entry	?	Aviation	5-7 acres close to runways	75,000 SF
24-05	Project Ares	KDOC/BJ	Active	8/16/2024	submitted 9/6/24	Unmanned Aircraft Testing/Accelerator	Test Center	100-150	?	?	UAV's	access to 1000 acres	60,000 SF
24-06	Project Slab	Local Business Lead	Active	8/21/2024	submitted 8/26/24	Concrete Plant	Expand existing Wichita business to Salina	15	?	\$5M	Concrete	3-5 acres	production plant
24-07	Project Aviation 2024	KDOC/TZ-BJ	Active	11/15/2024	deadline 12/6/2024	Aviation Project	Unknown Aviation Project	?	?	?	?	10 acres adj to runway	?
24-08	Project Delany	KDOC/BJ	New	12/27/2024	submittal 1/14/25	Life Science Project	Medication Mfg	800	\$120K avg	\$4 Billion	medicine	150-250 acres	1 Million Sq Ft