



Clayton Local Development Corporation Board:

Jamie Ganter, Chairman
Bobby Cantwell, Vice Chairman
Christine Powers, Secretary
Chris Bogenschutz, Asst Sec
John Cooper, Treasurer

Mike Bashaw
Tim Doney
Mike Hazlewood
Doug Rogers

Jack Stopper
Norma Zimmer
Nancy Hyde
Timothy LaLonde

Exec Dir: Kristi Dippel

CLDC Annual Board Meeting

December 5, 2024 - 4:00 pm @ 913 Strawberry Lane

Agenda

Annual Meeting Items

Nominating Committee Report

- Re-appointment of Board Members
 - Chris Powers, John Cooper, Mike Hazelwood
- Board Officer Appointments
- Vacant Board Position Appointment

Committee Chairperson Appointments

Action on Annual Contracts: CIA contract

Annual Board Performance Evaluations

Annual Board Acknowledgements: Fiduciary Duty and Conflict of Interest Disclosure

Old Business

New Business

Clayton LDC 2024

Standing Committees & Positions

Governance Committee

Nancy Hyde - Chair
Jamie Ganter
Jack Stopper
Bobby Cantwell
Chris Bogenschutz
Doug Rogers

Nominating Committee

Chris Bogenschutz - Chair
Chris Powers
John Cooper

Ethics Officer: Doug Rogers

CLDC Audit Committee

Christine Powers – Chair
Mike Bashaw
Doug Rogers
Jamie Ganter
Tim LaLonde

Loan & Grant Review Committee

Chris Powers - Chair
Doug Rogers
Jamie Ganter
Jack Stopper

Advisory Committees

Strategic Planning Committee

Doug Rogers - Chair
Dennis Weller (CLDC Advisor)
Jamie Ganter
Christine Powers
Jack Stopper
Tim LaLonde

DRI Committee

Jamie Ganter - Chair
Bobby Cantwell
Dennis Weller (Advisor)
John Cooper
Jack Stopper
Chris Powers

Under the original agreement dated July 1, 2013, the **CLAYTON IMPROVEMENT ASSOCIATION, LTD.** (“CIA”) dba North Jefferson Improvement Association, and the **CLAYTON LOCAL DEVELOPMENT CORPORATION, INC.** (“CLDC”), have agreed and do agree to the following:

1. The CIA has contracted by Letter Agreement for the services of Kristi Dippel as Executive Director effective January 1, 2025.

2. The CLDC agrees to pay the CIA \$35,000 for the compensation of the Executive Director and overhead costs, in consideration of the services set forth below.

3. The CIA shall submit an invoice in the month following payment to the Executive Director, which invoice for the amount to be reimbursed by the CLDC, pursuant to Paragraph 2, shall be paid within 14 days.

4. The CIA shall supply such administrative and grant writing services as requested by the CLDC, which services shall be performed by CIA employees, including the Executive Director, and under the Executive Director’s supervision, in consideration for the compensation reimbursement payment.

5. The Executive Director is an employee-at-will of the CIA, subject to its oversight and supervision. Any concerns with the grant writing services provided under this Agreement, or with the compensation reimbursement terms, shall be addressed between the board presidents.

6. The term of this compensation reimbursement agreement shall be January 1, 2025 to December 31, 2025; either party may terminate on 60-days written notice.

7. Each party agrees to provide advance written notice of at least 60 days if it is not able to support its financial obligation as required pursuant to this contract. At such time, the parties agree to re-negotiate the terms of this contract and discuss the financial implications of one party’s default.

8. This writing constitutes the entire agreement between the two agencies, and any changes or modifications to the terms of this Agreement must be in writing and signed by the party charged to be effective.

Michael Pavlot
President
Clayton Improvement Association, LTD.

Jamie Ganter
Chairman
Clayton Local Development Corp.

Date

Date