

RESOLUTION NUMBER 7303

WHEREAS, the City of Beatrice, Nebraska ("City") and the County of Gage, Nebraska ("County") are empowered pursuant to Neb. Rev. Stat. § 13-315 (Reissue 2012) to expend funds for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign; and

WHEREAS, the City and County are empowered to enter into an agreement with a local development corporation to allow such corporation to expend such funds as authorized by Neb. Rev. Stat. § 13-315 (Reissue 2012); and

WHEREAS, the City and County recognize that continual economic development efforts are vital to attracting new businesses and industries to Gage County, and that a local development corporation supported by both the City and the County is necessary to lead efforts to enhance the competitiveness of Gage County as a business location and a quality place to live; and

WHEREAS, The Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012), as amended, provides that two or more public entities may enter into an agreement for joint or cooperative action to permit local government units to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services, equipment and facilities in a manner and pursuant to forms of government organization that will accord with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, City and County have determined that it is desirable and in their citizens' best interest to enter into a Interlocal Cooperation Agreement regarding the funding of a local development corporation, and to set forth the terms and conditions with respect to their joint cooperative effort; and

WHEREAS, City, County, and Gage Area Growth Enterprises, a Nebraska Nonprofit corporation ("NGage") desire to enter into an Agreement whereby City and County will reimburse NGage for certain expenditures made by NGage as authorized by Neb. Rev. Stat. § 13-315 (Reissue 2012).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to enter into the Interlocal Agreement between the City of Beatrice, Nebraska, the County of Gage, Nebraska, and Gage Area Growth Enterprises, a Nebraska Nonprofit corporation, ("NGage") whereby City and County will reimburse NGage for certain expenditures made by NGage as authorized by Neb. Rev. Stat. § 13-315 (Reissue 2012). A copy of said Agreement, marked as "Exhibit A", is attached hereto and incorporated herein by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of May, 2024.

Attest:


Erin Saathoff, CMC, City Clerk


Robert Morgan, Mayor

Exhibit "A"

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024, by and between the CITY OF BEATRICE, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", the COUNTY OF GAGE, NEBRASKA, a body politic and corporate, hereinafter referred to as "County", and GAGE AREA GROWTH ENTERPRISE, a Nebraska Nonprofit Corporation, hereinafter referred to as "NGage".

WITNESSETH:

WHEREAS, City and County are empowered pursuant to Neb. Rev. Stat. § 13-315 (Reissue 2012) to expend funds for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign;

WHEREAS, City and County are empowered to enter into an agreement with a local development corporation to allow such corporation to expend such funds as authorized by Neb. Rev. Stat. § 13-315 (Reissue 2012);

WHEREAS, City and County recognize that continual economic development efforts are vital to attracting new businesses and industries to Gage County, and that a local development corporation supported by both the City and the County is necessary to lead efforts to enhance the competitiveness of Gage County as a business location and a quality place to live;

WHEREAS, The Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012), as amended, provides that two or more public entities may enter into an agreement for joint or cooperative action to permit local government units to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services, equipment and facilities in a manner and pursuant to forms of government organization that will accord with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, City and County have determined that it is desirable and in their citizens' best interest to enter into a Interlocal Cooperation Agreement regarding the funding of a local development corporation, and to set forth the terms and conditions with respect to their joint cooperative effort; and

WHEREAS, City, County, and NGage desire to enter into an Agreement whereby City and County will reimburse NGage for certain expenditures made by NGage as authorized by Neb. Rev. Stat. § 13-315 (Reissue 2012); and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City, County and NGage agree as follows:

1. **Term of Agreement:** The term of this Agreement shall be for a three (3) year term commencing on the 1st day of July, 2024 through the 30th day of June, 2027.

2. **Funding:** The City and County shall each commit One Hundred Fifty Thousand Dollars (\$150,000.00) per year to NGage for economic development activities to be used for the purposes of encouraging immigration, new industries, and investment, and to conduct and carry on a publicity campaign as set forth in Neb. Rev. Stat. § 13-315 (Reissue 2012), including the compensation paid to an Economic Development Director and other staff. The City and the County shall reimburse NGage for actual expenses incurred as a result of economic development activities in quarterly payments. Such reimbursements shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00) per year of this agreement, terms running from July 1st to June 30th. Said payments shall be made within seven (7) business days of the first meeting of the City's and County's respective boards in the month of January, April, July, and October during the term of this Agreement, and NGage shall file claims with the City and County prior to funds being dispersed.

Neither the City nor the County shall be obligated to make its quarterly payment to NGage if NGage has unexpended and uncommitted funds in excess of One Hundred Thousand Dollars (\$100,000.00).

The City and the County may make additional payments for economic development activities on a project by project basis; however, neither the City nor the County shall be required to contribute any additional funds.

3. **Purpose:** NGage shall lead efforts in coordination with the City and the County to develop and implement a product development plan to enhance the competitiveness of Gage County as a business location and a quality place to live, to work with existing businesses with respect to retention and expansion, and entrepreneurial clients by creating the tools and networks to be able to respond effectively to business development leads, request for location information, proposals, and hosting prospects "fact finding", site visits, to obtain grants from and to cooperate and contract with public and private entities, organizations, and individuals, and generally to perform all lawful activities for the foregoing purpose and further efforts to attract, develop, and retain business to and in Gage County, Nebraska.

4. **Quarterly Reports:** NGage shall inform the City and the County on a quarterly basis of all activities undertaken by NGage the previous quarter. Said report shall be both an oral and written briefing to the Beatrice City Council and the Gage County Board of Supervisors. Said report shall be presented to the Beatrice City Council and the Gage County Board of Supervisors at their first regularly scheduled meeting in January, April, July and October of each year of this Agreement, respectively.

A representative of NGage shall be available to attend any regular or special Beatrice City Council or Gage County Board of Supervisors meeting if so requested.

5. **Financials:** NGage shall provide full disclosure of all financial information to the City and the County. NGage shall forward a copy of said report to the Beatrice City Clerk and the Gage County Clerk by the fourth Monday of each month. The full disclosure of all financial information shall include: accounts payable, payroll, and a written monthly report of expenditures, incomes, assets and liabilities, of NGage.

6. **Obligate City or County:** NGage shall have no authority in which to obligate either the City or the County in any matter without prior approval by the City or the County, respectively. NGage shall not make any agreement which financially obligates or attempts to financially obligate the City or the County in any manner without formal approval by the City or the County, respectively.

7. **Economic Development Director:** NGage shall retain an Economic Development Director.

8. **Dispute Resolution Procedure:** Should any dispute arise between any of the parties regarding NGage's activities or the City and/or County's funding of NGage's activities that remains unresolved and threaten the continued participation of any party in this Agreement, each party agrees to use the following procedures in good faith to resolve any said dispute:

- a. A meeting of the Mayor and City Administrator of the City, Chairman of the Board of Supervisors of the County, and the President of the Board of Directors and Economic Development Director of NGage shall be held to resolve said dispute. Any resolution arrived at shall be presented to the respective governing bodies for approval. The parties may consult with their legal counsel prior to any resolution being presented to their respective governing bodies.
- b. If the dispute remains unresolved after a meeting of the principles of the parties, the governing bodies of the parties shall have a joint meeting to resolve said dispute.
- c. The parties may employ the services of a trained mediator at either step in this procedure.

9. **Termination:** Any party may terminate this Agreement upon one-hundred eighty (180) calendar day written notice to the other parties; except that no party may terminate this Agreement without first having utilized in good faith the dispute resolution procedures contained in Paragraph 8 above.

10. **Interlocal Agreement and Governing Law:** This Agreement shall serve as the Interlocal Agreement between the City and the County, and no joint entity is created to administer the Interlocal Agreement. The effect and meaning of the Interlocal Agreement and this Agreement and all rights between the parties shall be governed by and construed according to the laws of the State of Nebraska.

11. **Severability:** If any one or more of the covenants or agreements provided in this Agreement shall be declared by any court or competent jurisdiction to be contract to law, then such covenant or covenants agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this agreement.

12. **Assignability and Successors and Assigns:** This agreement shall not be assignable by any party without express written consent from all other parties. All the covenants and representations contained in this agreement, by or on behalf of the City, County, or NGage shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

13. **Anti-Discrimination:** In connection with the performance of work under this Agreement, the City, County, and NGage agree that is shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status.

14. **Reimbursement:** NGage shall reimburse the City and the County of all unexpended funds paid by the City and the County to NGage pursuant to this Agreement and all accrued interest on sums paid to NGage by the City and the County pursuant to this agreement within fifteen (15) calendar days after expiration of this Agreement. Said unexpended funds shall be paid to the City and the County proportionate to the amount of money each has contributed during the term of this Agreement.

15. **Amending Bylaws:** NGage shall not amend its bylaws without first providing written notice to the City and the County.

16. **Entire Agreement:** This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter thereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendments, modification, or alteration to the terms of this Agreement shall be binding on any party unless the same is in writing, date subsequent to the date thereof, and duly executed by the party against enforcement is sought.

17. **Article and Section Headings:** The heading or titles of several paragraphs hereof shall be solely for the convenience or reference and shall not affect the meaning or construction, interpretation or effect of this Agreement.

IN WITNESS WHEREOF, the City, County, and NGage have caused this Agreement to be executed on their behalf by their respective officers there to duly authorized.

ATTEST:


Erin Saathoff, CMC, City Clerk

THE CITY OF BEATRICE, NEBRASKA
A Municipal Corporation


Bob Morgan, Mayor

ATTEST:

Dawn Hill, County Clerk


THE COUNTY OF GAGE, NEBRASKA
A body politic and corporate

Erich Tiemann, Chairperson

ATTEST:


Rachel Kreikemeier, Executive Director

GAGE AREA GROWTH ENTERPRISE
A Nebraska Nonprofit Corporation,


Andrea Schafer, President






eFile Scanner Printing

Final Audit Report

2024-04-27

Created:	2024-04-25
By:	Rachel Kreikemeier (rachelk@ngagegroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz80HhI8HNk-OoAQHKa0UPjUgOxmSGuap

"eFile Scanner Printing" History

-  Document created by Rachel Kreikemeier (rachelk@ngagegroup.org)
2024-04-25 - 6:40:15 PM GMT
-  Document emailed to Andrea Schafer (aschafer@premiergmbeatrice.com) for signature
2024-04-25 - 6:40:19 PM GMT
-  Email viewed by Andrea Schafer (aschafer@premiergmbeatrice.com)
2024-04-27 - 1:08:17 AM GMT
-  Document e-signed by Andrea Schafer (aschafer@premiergmbeatrice.com)
Signature Date: 2024-04-27 - 1:08:39 AM GMT - Time Source: server
-  Agreement completed.
2024-04-27 - 1:08:39 AM GMT



Adobe Acrobat Sign



MEMORANDUM

TO:	Mayor & City Council	DATE SUBMITTED:	April 29, 2024
FROM:	Tobias J. Tempelmeyer City Administrator and General Manager	FOR AGENDA OF:	May 6, 2024
SUBJECT:	NGage Funding Agreement	EXHIBIT(S):	Agreement

The current funding agreement for NGage expires June 30, 2024. The proposed funding agreement is nearly identical to the previous agreement. This agreement is for another three (3) year term with the City and County each contributing up to \$150,000 per year.