

**RESOLUTION NO. 2024-22**

**A RESOLUTION OF THE CITY OF GOTHENBURG, DAWSON COUNTY, NEBRASKA, APPROVING AN APPLICATION TO THE ECONOMIC DEVELOPMENT PROGRAM OF THE CITY; AUTHORIZATING A GRANT AGREEMENT; AND RELATED MATTERS.**

WHEREAS, pursuant to Local Option Municipal Economic Development Act, Chapter 18, Article 27, Reissue Revised Statutes of Nebraska, as amended (“Act”), cities have the authority to adopt economic development programs and fund such programs with local option sales tax revenues; and

WHEREAS, the voters of the City of Gothenburg (“City”) approved the question of the imposition of a one-half percent (0.5%) sales and use tax to be used for economic development and redevelopment at a special election on February 12, 1991; and

WHEREAS, the voters of the City approved the question of implementing the City’s Economic Development Program (“Program”), in accordance with the Economic Development Program Plan (“Plan”), at a special election on February 13, 2018;

WHEREAS, the Program is funded from local sources of revenue, including said tax for economic development and redevelopment, and additional funds from non-City sources (“Program Funds”); and

WHEREAS, the Community Redevelopment Authority (“Authority”) serves as the Administrator of the Program in accordance with the Plan; and

WHEREAS, the Authority has received application from the Gothenburg Impact Center, a Nebraska nonprofit corporation (“Applicant”), for use of Program Funds in accordance with the Plan (“Application”). A true and correct copy of the Application is attached hereto, marked Exhibit “A” and incorporated by this reference; and

WHEREAS, the Application sets forth the Eligible Economic Activities, as such term is defined in the Plan, for expenses related to early childhood infrastructure development; and


WHEREAS, the Authority has recommended approval of the Application by the Mayor and Council of the City; and

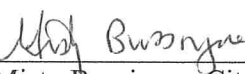
WHEREAS, the City desires to approve the Application as amended herein and authorize the Authority to enter into a Grant Agreement with the Applicant setting forth the terms and conditions of the use of Program Funds (“Grant Agreement”). A true and correct copy of the Grant Agreement is attached hereto, marked Exhibit “B” and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Gothenburg, Nebraska, as follows:

1. The Application is hereby determined to be in compliance with the Plan and is approved; provided, however that the Grant Agreement shall provide for a grant of Program Funds of \$36,000 per annum for a period of 10 years as further set forth in the Grant Agreement.
2. The Grant Agreement is hereby determined to adequately set forth the terms and conditions of the use of Program Funds for the Eligible Economic Activities.
3. The Authority is hereby authorized by the City to enter into the Grant Agreement with Applicant, to expend the Program Funds as set forth therein, and to make such administrative changes to the Grant Agreement prior to execution, and to make any amendments thereafter, as the Authority deems necessary and appropriate.
4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.
5. This resolution shall take effect from and after its passage and publication according to law.

PASSED AND ADOPTED this 5<sup>th</sup> day of November, 2024.

  
Verlin Janssen, Mayor

Attest:   
Misty Bussinger, City Clerk

APPROVED AS TO FORM:

  
Mike Bacon, City Attorney

PROJECT NAME: Impact Center LB 840

**CITY OF GOTHENBURG ECONOMIC DEVELOPMENT FUND (LB 840)  
&  
REDG REVOLVING LOAN FUND  
APPLICATION  
CITY OF GOTHENBURG, NEBRASKA**

**APPLICATION TYPE:**      Economic Development Fund (LB 840)  
                                   REDG revolving fund

**BUSINESS INFORMATION:**

Name of Business or Individual (Legal Name): Gothenburg Impact Center

Address: 902 12th Street

City, State, Zip Code: Gothenburg, NE 69138

Business Phone: 308-537-7161

Fax: \_\_\_\_\_

Federal Tax ID #: [REDACTED]

Organization: Sole Proprietorship \_\_\_\_\_ "S" Corporation \_\_\_\_\_ "C" Corporation \_\_\_\_\_

General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_ LLC \_\_\_\_\_ Other nonprofit

Date Established: 12/13/2021

Classification: Manufacturing \_\_\_\_\_ Tourism \_\_\_\_\_ Transportation \_\_\_\_\_ Research & Dev. \_\_\_\_\_

Service  Warehouse/Distribution \_\_\_\_\_ Administrative \_\_\_\_\_ Retail \_\_\_\_\_

Mgmt. Headquarters \_\_\_\_\_ Telecommunications \_\_\_\_\_ Home Construction/Rehabilitation \_\_\_\_\_

Brief Description of the Business (products, services, customer base, etc.): (A more complete description must be provided in the business plan)

The Gothenburg Impact Center is a 501(c)(3) nonprofit corporation that operates a 40,000 square foot community facility and provides child care, event center space, sports training space, and family services.

**OWNER(S)/MEMBER(S):** (Attach additional sheet if necessary)

Name: N/A - nonprofit with no members

Home Address: \_\_\_\_\_

Employer/Business: \_\_\_\_\_

% Ownership: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_ Business Telephone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_

Resident Status: U.S. Citizen – Yes \_\_\_ No \_\_\_

**PROJECT COSTS/EXPENSES:**

Type of request (grant, loan, or other-explain):

Grant

If seeking a Loan, what is the expected term: \_\_\_\_\_

Project Cost Funds Requested:

Land Acquisition: \_\_\_\_\_

Building Acquisition: \_\_\_\_\_

New Facility Construction: \$360,000

Acquisition of Machinery/Equip: \_\_\_\_\_

Acquisition of Furniture/Fixtures: \_\_\_\_\_

Working Capital (includes inventory): \_\_\_\_\_

Other (explain): \_\_\_\_\_

**TOTAL AMOUNT OF FUNDS REQUESTED: \$** 360,000

**PROJECT LOCATION:**

Within the City Limits of Gothenburg, Nebraska

Outside the City Limits of Gothenburg, Nebraska, but within the Zoning Jurisdiction of  
Gothenburg, Nebraska

Outside the Zoning Jurisdiction of Gothenburg, Nebraska, in \_\_\_\_\_ (Name of County)

Zoning Action required? Yes \_\_\_ No

Project located in the floodway or flood fringe? Yes \_\_\_ No

List additional funding sources and funding amounts the business has secured for this project:  
See attached.

**PARTICIPATING LENDER INFORMATION:**

Name of Lending Institution: See attached.

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Loan Amount: \$ \_\_\_\_\_ Loan Term: (Yrs) \_\_\_\_\_

Interest Rate: \_\_\_\_% Fixed \_\_\_\_\_ Variable \_\_\_\_\_

Collateral Requested: \_\_\_\_\_ Equity Requested: \_\_\_\_\_

Equity Information: \_\_\_\_\_

Amount available by business or owners for Investment: \$ \_\_\_\_\_

Describe project for which applicant is seeking LB840 or REDG RLF funds:

This grant of LB 840 funds will be used to pay off a 10-year, 0% REDLG loan of \$360,000 obtained by the Gothenburg Impact Center to construct the \$15 million Gothenburg Impact Center facility.

**EXISTING BUSINESS FINANCING OBLIGATIONS:**

CREDITOR NAME	ORIGINAL AMOUNT/ DATE	PRESENT BALANCE	MATURITY DATE	INTEREST RATE	MONTHLY PAYMENT	PAYMENT STATUS
See attached.						

**PERSONNEL:** (Full-time equivalent, based on 2,080 hrs per year)

Existing Number of Full-Time Positions: 31

Estimated Number of Full-Time Positions to be created within 18 months of Application

Approval: 5-10

Estimated Number of Seasonal Full-time jobs created: (i.e. Jobs available for at least 3 continuous months and recur annually) \_\_\_\_\_

**Please complete the following additional information:**

       Yes  No      Has the business ever filed bankruptcy protection?  
(If yes, give details.)

       Yes  No      Have any of the Owners/Members of the business ever filed for Bankruptcy?  
(If yes, give details.)

Yes        No      Are all Payroll, Federal, State, Municipal, Sales, and Real Estate taxes current?  
(If no, give details.)

**RELEASE OF INFORMATION AND CERTIFICATION**

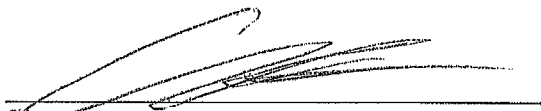
I declare that the information provided on this application and the accompanying exhibits is true and complete to the best of my knowledge. I understand that the City of Gothenburg has the right to verify this information and will be in contact with those individuals and institutions involved in the proposed project. I also understand that if this loan is approved it may be sold to the secondary marketplace. I authorize the City of Gothenburg to share information contained in this application process with prospective purchasers in order to evaluate the feasibility of selling this loan.

I further certify the following (check if applicable):

\_\_\_\_\_ This business has filed or intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the same project for which this business is seeking financial assistance under the Local Option Municipal Economic Development Act;

\_\_\_\_\_ This application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and

\_\_\_\_\_ This application has been approved under the Nebraska Advantage Act.

  
\_\_\_\_\_  
Signature

Colten C. Venteicher, President

\_\_\_\_\_  
Name/Title

9/30/2024

\_\_\_\_\_  
Date

**REQUIRED ATTACHEMENTS/SUBMISSIONS**

- a. Entity formation and governing documents;
- b. Business plan that includes employment and financial projections, financing requirements for the project, and total project costs;
- c. Current balance sheet;
- d. Tax documents for previous years for the entity and owners, where applicable;
- e. Other information as requested by the Program Administrator

**Submit completed application to: City of Gothenburg, Nebraska**

**Attention: Misty Bussinger**

**409 9<sup>th</sup> Street**

**Gothenburg, NE 69138**

**Phone Number: (308) 537-3668**

**Email: mbussinger@cityofgothenburg.org**

**FOR OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ City Council Reviewed: \_\_\_\_\_

Amount Requested: \_\_\_\_\_ City Council Approved: Yes / No

CARC/CRA Reviewed: \_\_\_\_\_ Amount

Approved: \_\_\_\_\_

CARC/CRA Recommended: Yes / No



**GRANT AGREEMENT**

This Grant Agreement is made and entered into on \_\_\_\_\_, 2024, by and between the Community Redevelopment Authority of the City of Gothenburg, Nebraska (“Authority”), and Gothenburg Impact Center, a Nebraska nonprofit corporation (“Grantee”).

**WITNESSETH:**

WHEREAS, the Authority is a duly organized and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Grant Agreement; and

WHEREAS, the City of Gothenburg, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of the Local Option Municipal Economic Development Act, Chapter 18, Article 27, Reissue Revised Statutes of Nebraska (the “Act”), has implemented an Economic Development Program (“Program”) pursuant to the Economic Development Program Plan (“Plan”); and

WHEREAS, the Program is funded from local sources of revenue, including a one-half percent (0.5%) sales and use tax to be used for economic development and economic redevelopment, and additional funds from non-City sources (“Program Funds”).

WHEREAS, Grantee is a qualifying business within the meaning of Section 18-2709(2)(b) of the Act and has submitted an application to the Authority, as administrator of the Program, for use of Program Funds for Eligible Economic Activities, as such term is defined in the Plan, for expenses related to early childhood infrastructure development; and

WHEREAS, the City has approved the application and authorized the Authority to enter into this Grant Agreement; and

WHEREAS, Authority and Grantee desire to enter into this Grant Agreement for the Eligible Economic Activities in furtherance of the Program’s purposes.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, Authority and Grantee do hereby covenant, agree and bind themselves as follows:

ARTICLE I  
REPRESENTATIONS

Section 1.01        Representations by Authority. Authority makes the following representations and findings:

(a) Authority is a duly organized and validly existing Community Redevelopment Authority under the Act;

(b) The Authority has control over the Program Funds to be used for the grant provided herein. The five-year average of the annual receipts from the one-half percent (0.5%) sale and use tax for economic development and economic redevelopment for the years 2014 through 2024 exceeds \$300,000.

Section 1.02        Representations of Grantee. The Grantee makes the following representations:

(a) The Grantee will utilize the grant provided hereby for expenses related to early childhood infrastructure development.

ARTICLE II  
OBLIGATIONS OF THE AUTHORITY

Section 2.01        Grant.

Upon execution by the City and Grantee of all documents necessary to effectuate the \$360,000 loan between the City and Grantee under the USDA REDLG Revolving Loan Fund Program, the Authority shall be obligated to pay an amount equal to \$3,000 per month directly to the City of Gothenburg USDA REDLG Revolving Loan Fund Program until such loan is paid in full.

ARTICLE III  
OBLIGATIONS OF GRANTEE

Section 3.01        Use of Program Funds.

All Program Funds granted shall be utilized only for the Eligible Economic Activities in furtherance of the Program's purpose. In the event such funds are provided in the

form of a loan, upon repayment, such funds repaid shall be returned by Grantee to the Authority for return to the Program. This provision shall not be construed to inhibit Grantee's ability to forgive all or any portion of a loan made using Program Funds.

Section 3.02            Accounting.

Grantee shall provide the Authority with quarterly statements documenting actual expenditure of Program Funds. Grantee, upon request by the Authority, shall provide written documentation to support any stated expenditure of Program Funds.

ARTICLE IV

DEFAULT, REMEDIES; INDEMNIFICATION

Section 4.01            General Remedies of Authority.

In the event of any failure to perform or breach of this Grant Agreement or any of its terms or conditions, by the Grantee, Grantee shall, upon written notice from the Authority proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Grant Agreement shall be in default and the Grantee shall immediately pay the sum granted to the Grantee hereby to the Authority. The Authority may institute such proceedings as may be necessary or desirable to enforce its rights under this Grant Agreement.

ARTICLE V

TERMINATION

Section 5.01            Termination; Breach.

If either party commits a breach of its obligations under this agreement, the other party may terminate this Grant Agreement by giving the breaching party at least 30 days' prior notice, except that any such notice will not result in termination if the breaching party cures that breach before the 30 day period elapses.

Section 5.01            Termination; Convenience.

Either party may terminate this Grant Agreement for any reason or no reason at all by giving the other party at least 180 days' prior notice.

ARTICLE VI

MISCELLANEOUS

Section 6.01            Governing Law.

This Grant Agreement shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 6.02            Binding Effect; Amendment.

This Grant Agreement shall be binding on the parties hereto and their respective successors and assigns. This Grant Agreement shall not be amended except by a writing signed by all parties hereto.

IN WITNESS WHEREOF, Authority and Grantee have signed this Grant Agreement as of the date and year first above written.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GOTHENBURG, NEBRASKA

GOTHENBURG IMPACT CENTER,  
A NEBRASKA NONPROFIT  
CORPORATION:

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Joyce Hudson, Chairperson

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Colten C. Venteicher, President

ATTEST:

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Secretary