

Board of Education Regular Meeting

Tuesday, September 20, 2016 5:00 PM

Gothenburg High School Discovery Center
1322 Avenue I
Gothenburg, NE 69138

The mission of Gothenburg Public Schools is to prepare all students to become lifelong learners within a positive and innovative learning environment.

Attendance Taken at :

Present Board Members: Other Present:

Seth Ryker

Ellen Mortenson -- Times

Allison Jonas

Jay Holmes

James Widdifield

Tyler Herman

Mary Meisinger

Michael Teahon, Superintendent

Kay Streeter, Business Manager

1. Call to Order & Pledge of Allegiance

2. Approve the Agenda

3. Recognition of Visitors

4. Action Item

4.1. Discuss, consider and approve interlocal agreement to join with Gothenburg Memorial Hospital and the City of Gothenburg to form the GOTHENBURG COMMUNITY FACILITIES AGENCY

5. Discussion Items

6. Next Meeting

7. Adjournment

INTERLOCAL COOPERATION ACT AGREEMENT CREATING THE
GOTHENBURG COMMUNITY FACILITIES AGENCY

THIS AGREEMENT is made this ____ day of September, 2016, between the City of Gothenburg, Nebraska (the "City"), the Gothenburg Hospital District (the "Hospital") and Gothenburg School District #20, in the State of Nebraska, (the "School").

PRELIMINARY STATEMENT: Stakeholders and patrons of the City, the Hospital and the School have requested that the entities to this Agreement improve the health and well being of the greater community of Gothenburg, Nebraska, by providing enhanced fitness, health and educational opportunities by establishing an expanded community wellness center among other activities.

The Hospital is undertaking a significant renovation of its medical campus which allows the Gothenburg community the opportunity to benefit from significantly reduced engineering, architectural and construction costs to expand the proposed construction of the Hospital to include a community wellness center. The wellness center will be built entirely from donations.

The City, the Hospital and the School each have capital assets that can be better utilized by the Gothenburg community if jointly managed in conjunction with the new wellness center. The creation of the Gothenburg Community Facilities Agency will provide enhanced opportunities to positively impact the lives of the Gothenburg community and provide the most efficient use of taxpayer supported facilities.

It is the intent of this Agreement to provide long term management and necessary operational viability of the current and future wellness center for the benefit of the public.

I.
CREATION OF AGENCY

Pursuant to Sections 13-801 to 13-827 of R.R.s. Neb. 2012, as amended (the "Interlocal Cooperation Act"), City, the Hospital and the School hereby create a joint entity which shall be named the GOTHENBURG COMMUNITY FACILITIES AGENCY (the "Agency") and shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to control by the City, the Hospital and the School in accordance with the terms of this Agreement. The governing body of each of the parties hereto shall have approved this Agreement prior to its execution and delivery. The Agency's offices shall be located at the offices of the Hospital. The Agency's existence shall commence upon the execution and delivery of the duplicate originals of this Agreement on behalf of the parties hereto.

II.
PURPOSES

The purposes of the Agency are as follows:

- (a) To make efficient use of the powers of the parties enabling them to cooperate with

each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with economic, public health, educational, social, recreational and other needs of the public as served by the City the Hospital and the School District.

(b) To provide or contract for the operation of the community wellness center currently operated on grounds of the Hospital and the wellness center on real estate owned by the Hospital to be constructed commencing in December 2016, together with recreational buildings and facilities, parks, including but not limited to gymnasiums, auditoriums, social halls and related facilities and structures, including parking facilities, owned by the City, the Hospital and the School to serve on a shared basis the members of the public served by the parties to this Agreement.

III. ORGANIZATION

(a) Governing Body. The governing body of the Agency shall be composed of three members consisting of the following:

1. The Mayor of the City or if she or he should so designate, in the alternative, the City Administrator.
2. The Chief Executive Officer of the Hospital.
3. The Superintendent of the School.

(b) Voting. Each member of the Board shall have one vote.

(c) Quorum. A majority of all members of the Board shall constitute a quorum for the transaction of any Agency business.

(d) Officers. The Board of the Agency shall appoint one of its members as chairperson, one as Secretary and one as Treasurer, respectively.

(e) Meetings and Notice. Meetings of the Agency's Board may be called by its Chairperson or by any two members of the Board.

(f) Agency Legal Counsel. The Board may employ legal counsel for the Agency and may set and approve compensation for such counsel.

IV. DURATION

The Agency shall have a life of thirty-five (35) years, commencing with the date hereof and may be extended by agreement of all of the parties hereto.

V.
CONTRIBUTIONS

The City and the Hospital shall contribute all costs necessary to fund the establishment, organization and operating expenses of the Agency. From time to time the parties to this Agreement shall provide shall designate facilities and the terms under which such facilities may be jointly administered by the Agency for the benefit of the public, including access through a designated nonprofit manager of the Agency. The parties hereto will each provide necessary administrative support to assure success of the mission of the Agency.

VI.
POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, any amendments thereto, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers including facility leases;
- (d) from time to time, to make, amend, and repeal by-laws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of all facilities managed by the Agency;
- (f) to establish charges to be paid for the use of the facilities by members of the public and to establish appropriate scheduling of the use of the facilities which shall accord reasonable utilization for health, civic, educational activities and school related athletic activities as well as reasonable utilization for social, recreational and athletic purposes by the members of the general public, all within the discretion and control of the Board;
- (g) to plan, develop, equip, maintain and improve community, health, educational, social and recreational facilities to serve the common needs of the City, the Hospital and the School, their citizens and students, including the lease or acquisition of land in fee by gift, grant, or otherwise as necessary for the ongoing maintenance, enlargement and operation of such facilities;
- (h) to acquire, hold, use and dispose of the revenues derived from the operation of the facilities managed and operated by the Agency and any other moneys of the Agency; to acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (i) to make or cause to be made studies and surveys necessary and convenient to

carrying out the functions of the contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants and others found necessary or useful and convenient to the stated purposes of the Agency;

(j) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository and for the bonding of employees;

(k) to consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments;

(l) to exercise such other powers as are available under the then existing law applicable to each of the parties hereto;

(m) to borrow money, in accordance with Sections 13-808 through 13-824 of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such borrowing or any part thereof by a pledge of any or all of the Agency's revenues and any other funds which the Agency has a right to, or may hereafter have the right to pledge for such purposes, but bonds or notes shall be issued by the Agency only with the approval of both the governing body of the City and the governing body of the Hospital;

(n) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and such receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(o) to receive funds from the City and Hospital as contribution for payment of costs of facilities to be managed and operated by the Agency;

(p) to hire employees, fix their compensation, benefits, personnel rules and regulations and terminate their employment; and

(q) to employ a manager which may be one or the other of the parties hereto, to exercise such of the Agency's powers as shall be determined by contract;

(r) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with the parties hereto one or more foundations, the members of the public or the state or the Federal Government; and

(s) to solicit contributions from members of the general public and hold and apply contributed funds for the purposes of the Agency.

VII. BUDGETING

The Board shall prepare a budget based on a fiscal year ending September 30 for the operation of the Agency, the same to be adopted by the Board no later than September 15 of each year. The Board may alter such fiscal year and date for adoption of the budget in the event of any

change in the budget and fiscal year of the City.

VIII.
NOT FOR PROFIT

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

IX.
DISSOLUTION

Upon dissolution of the Agency, all assets shall be distributed to the Hospital, unless otherwise agreed to by the City and the Hospital at the time of such dissolution.

X.
MANNER OF ACQUIRING AND HOLDING PROPERTY

The Agency may lease, purchase or acquire by any means, from any of the parties hereto or from any other source, such personal property as is required for the operation of Agency and for carrying out of the purposes of this Agreement. The title or other interest in and to all such property, personal or real, shall be held in the name of the Agency.

All conveyances of real property owned or held in the name the Agency shall be authorized by resolution of the Board executed by the Chairperson on behalf of the Agency.

XII.
AMENDMENT OF AGREEMENT

This Agreement may be amended upon approving resolutions adopted by the governing body of the City, the Hospital and the School District.

Executed and delivered this _____th day of _____, 2016.

Gothenburg Hospital District

Executed and delivered this _____th day of _____, 2016.

City of Gothenburg

Executed and delivered this _____th day of _____, 2016.

Gothenburg School District #20
