

RESOLUTION 11-42

Passed May 23, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH PRESERVATION OF THE EGYPTIAN THEATRE (P.E.T.) FOR THE PURPOSE OF FINANCING FACILITY IMPROVEMENTS TO THE EGYPTIAN THEATRE WITH TAX INCREMENT FINANCING FUNDS NOT TO EXCEED \$890,000.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an Agreement with Preservation of the Egyptian Theatre (P.E.T.) for Tax Increment Financing (TIF) funds in the amount of eight hundred ninety thousand and no/100 dollars (\$890,000) for facility improvements at the Egyptian Theatre, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the public bidding requirement for the auditorium seat replacement project is hereby waived due to its unique nature and limited number of contractors (1) who can replicate the seats authentically.

Section 3. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 23rd day of May, 2011 and approved by me as Mayor on the same day. Passed by roll call vote: 6-1-0. Aye: Teresinski, Lash, Gallagher, Naylor, Baker, O' Leary. Nay: Jacobson.

ATTEST:


STEVEN KAPITAN, City Clerk




KRIS POVLSSEN, Mayor

EXHIBIT A

FY12-FY13 EGYPTIAN THEATRE TIF AGREEMENT

AGREEMENT made this 23 day of May, 2011, by and between the City of DeKalb, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the Preservation of the Egyptian Theatre (hereinafter referred to as "P.E.T.").

RECITALS

WHEREAS, the City is implementing a Tax Increment Redevelopment Plan (hereinafter referred to as the "Plan") pursuant to the Illinois Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"); and,

WHEREAS, the City wishes to assist other agencies with projects that will enhance the overall redevelopment of the project area and the community; and,

WHEREAS, in 2010, the City issued a Ten Million Eight Hundred Thousand (\$10,800,000) General Obligation bond to finance the costs associated with the public streetscape improvements outlined in the Downtown Revitalization Plan which is repaid by Tax Increment Financing Funds; and,

WHEREAS, the City anticipates that the total cost of the public streetscape improvements will be significantly lower than originally estimated; and,

WHEREAS, P.E.T. is a local not for profit agency and needs assistance with improvements at the facility located within the Redevelopment Project Area covered by the Plan; and,

WHEREAS, said building improvements are eligible redevelopment project costs under the Act; and,

WHEREAS, to assist P.E.T. with these redevelopment projects thereby promoting the goals and objectives of the tax increment finance program of the City, the City desires to grant to the P.E.T. funding in a cumulative amount not to exceed Eight Hundred Ninety Thousand and No/100 Dollars (\$890,000) for Fiscal Years 2012 and Fiscal Year 2013 to pay for projects as they are identified herein.

WHEREAS, P.E.T. has Fifteen Thousand Nine Hundred Sixty One and 01/100 dollars (\$15,961.01) remaining from the FY11 TIF agreement and is requesting that this amount be carried over to FY12 to pay the costs associated with the air conditioning consultant.

NOW THEREFORE, the parties agree as follows:

- I. FUNDING. For Fiscal Year 2012 and Fiscal Year 2013, the City shall grant to P.E.T. a cumulative amount not to exceed Eight Hundred Ninety Thousand and No/100 Dollars (\$890,000).

In addition, the City will carry over the amount of Fifteen Thousand Nine Hundred Sixty One and 01/100 dollars (\$15,961.01) which remains from the FY11 TIF agreement into Fiscal Year 2012. These monies shall be used solely and exclusively to pay the invoices associated with the air conditioning consultant and air conditioning installation.

- A. All invoices for all work completed in Fiscal Year 2012 as outlined below shall be forwarded to the City of DeKalb no later than June 15, 2012.
- B. All invoices for all work completed in Fiscal Year 2013 as outlined below shall be forwarded to the City of DeKalb no later than April 1, 2013.
- C. The total amount of monies awarded/carried over for both Fiscal Year 2012 and Fiscal Year 2013 must be spent and paid for by May 1, 2013.

P.E.T. hereby certifies that no portion of the monies to be received from the City through this Agreement shall be used for payment of any debt owed by the P.E.T. at the time of execution of this document nor for any other purpose than the purposes which are specifically provided for payment by the City as identified within this agreement.

II. ELIGIBLE USE OF FUNDS: All monies allocated by the City to P.E.T. through its Tax Increment Finance program shall be used solely and exclusively for the following described projects:

- A. FY2012:
 - a. Replacement of Auditorium seats
 - b. Replacement of Sound System
 - c. Air Conditioning Consultant
 - d. Installation of Air Conditioning
- B. FY2013:
 - a. Completion of Air Conditioning system installation

P.E.T. hereby certifies it shall comply with all provisions for the public bidding of projects whose cost shall exceed twenty thousand dollars (\$20,000) and shall obtain a minimum of two (2) cost quotes for all projects under that amount, unless specifically permitted otherwise by the City of DeKalb. The Auditorium seat replacement project is excluded from this requirement due to its unique nature and limited number of contractors who can meet the project's specifications. The Auditorium seat replacement project will be completed by Irwin Seating.

P.E.T. certifies that all contractors employed to complete the improvements described herein

shall pay their employees the appropriate prevailing wage rate then in effect.

III. PAYMENT. All requests for payment of bills associated with the work noted in Section II of this Agreement shall first be submitted in writing to the Economic Development Coordinator for the City of DeKalb, who shall be responsible for the timely review and approval of all requests for payment, and shall be charged with the oversight provisions contained within this Agreement.

IV. STATUS REPORT. P.E.T. shall make an oral year end status report to the City Council no later than the first City Council meeting in May 2012 and May 2013 which shall summarize all activities and rehabilitation projects undertaken by the organization during the term of this Agreement.

V. FAILURE TO PERFORM. In the event that either party fails to perform any of its obligations under this Agreement, if the non-defaulting party delivers written notice of non-performance to the defaulting party and the defaulting party fails or refuses to cure the default within 28 days of receipt of the written notice of default, then the non-defaulting party may declare this Agreement null, void and of no further effect and the Parties shall have no further obligations between each other under this Agreement. Alternatively, the not-defaulting party may seek any relief it considers appropriate at law or in equity in a court of competent jurisdiction.

VI. EQUAL OPPORTUNITY. P.E.T. shall not discriminate in its employment, operations, or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation, sexual orientation or disability.

VII. DRUG FREE WORKPLACE. P.E.T. shall operate under the terms and conditions of the City's adopted Drug Free Workplace policy during the term of this Agreement.

VIII. SUBMISSION OF ANNUAL BUDGET, YEAR END FINANCIAL STATEMENTS, AUDITOR'S REPORT & MEETING MINUTES: P.E.T. shall annually submit a copy of their approved annual budget, year end financial statements, Auditor's Report and copies of any board meeting minutes of any meeting where the receipt or use of City funding is discussed or acted upon within thirty (30) days of the approval of such documents.

IX. P.E.T. hereby certifies it shall comply with the Open Meetings Act when the receipt or use of City funding is discussed or acted upon.

X. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2011 to May 1, 2013.

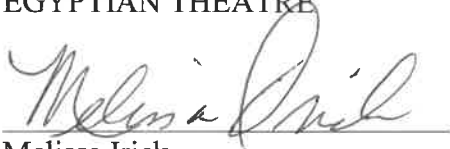
IN WITNESS WHEREOF, the parties have executed this Agreement on the date so shown at the beginning.

CITY OF DEKALB

PRESERVATION OF THE
EGYPTIAN THEATRE



Kris Povlsen
Mayor



Melissa Irick
President



Steven C. Kapitan
City Clerk

