

RESOLUTION 2017-024 PASSED: JANUARY 23, 2017

AUTHORIZING A FY2017 TAX INCREMENT FINANCING AGREEMENT WITH PRESERVATION OF THE EGYPTIAN THEATRE (P.E.T.) FOR FACILITY IMPROVEMENTS TO THE EGYPTIAN THEATRE IN AN AMOUNT NOT TO EXCEED \$133,871 BEGINNING JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.


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

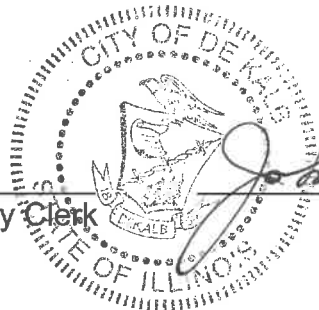
Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an Agreement with P.E.T. for TIF funds in the amount of One Hundred Thirty Three Thousand Eight Hundred Seventy One Thousand Dollars (\$133,871) for FY2017 for facility improvements at the Egyptian Theatre, a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

Section 2. 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 January, 2017, and approved by me as Mayor on the same day. Passed by a 7-1 roll call vote. Aye: Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: Jacobson.

ATTEST:


JENNIFER JEEP JOHNSON, City Clerk


JOHN A. REY, Mayor

**FY17 EGYPTIAN THEATRE
TIF AGREEMENT**

AGREEMENT made this 23rd day of January, 2017, by and between the City of DeKalb, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the Preservation of the Egyptian Theatre, Inc. (hereinafter referred to as "P.E.T."), a not for profit corporation.

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, 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 One Hundred Thirty Three Thousand Eight Hundred Seventy One Dollars (\$133,871) for Fiscal Year 2017 to pay for projects as they are identified herein; and

NOW THEREFORE, the parties agree as follows:

I. FUNDING. For Fiscal Year 2017 the City shall grant to P.E.T. an amount not to exceed One Hundred Thirty Three Thousand Eight Hundred Seventy One Dollars (\$133,871). These monies shall be used to pay the invoices associated with the projects identified in the letter of request for funding, attached as Exhibit "1". All invoices for work associated with the identified projects completed in Fiscal Year 2017 shall be forwarded to the City of DeKalb no later than January 15, 2018.

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. P.E.T. further agrees and acknowledges that it shall comply with all applicable laws and regulations governing the use of the funds allocated herein.

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 expenditures related to the projects identified in Exhibit "1".

All funds authorized to be utilized in accordance with this Agreement shall be applied to the projects listed on Exhibit "1". In the event that P.E.T. wishes to deviate from this list of projects, it shall submit the same to the City Manager for consideration. The City Manager may: 1) approve of such alternate project(s); b) reject such alternate project(s) and require adherence to the projects listed in Exhibit "1"; or, 3) require the same to be submitted to the City Council for review and consideration, and for amendment of this Agreement.

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 three (3) cost quotes for all projects under that amount, unless specifically permitted otherwise by the City of DeKalb.

P.E.T. certifies that all contractors employed to complete the improvements described herein shall pay their employees the appropriate prevailing wage as provided in the State of Illinois Prevailing Wage Act. Further, Owner agrees and acknowledges that: 1) it shall have all contractors and bidders complete a set of Certifications in the form attached hereto as Exhibit "B".

III. PAYMENT. All requests for payment of bills associated with the work noted in Section II this Agreement shall first be submitted in writing to the Economic Development Planner 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. The City of DeKalb is obligated to reimburse only those TIF eligible expenses incurred with all applicable requirements and to the extent that budgeted funds are available.

IV. STATUS REPORT. P.E.T. shall make an oral year end status report to the City Council no later than the second City Council meeting in November 2017 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 nonperformance 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.

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. INSURANCE AND INDEMNIFICATION: P.E.T. agrees that it shall indemnify, defend and hold harmless the City, its agents, employees, contractors, elected and appointed officials, and related parties from any and all claims of any nature relating to the use, maintenance or operation of the Egyptian Theater, the funding of any expenses contemplated by this Agreement, the conduct of any repairs or improvements to the Egyptian Theater, or in any way relating to or arising out of this Agreement or the funding contemplated herein. Any defense or indemnity of the City under the terms of this Agreement shall be performed by parties acceptable to the City in its discretion. Further, P.E.T. shall provide the City of DeKalb with a certificate of insurance naming the City as additional primary insured without right of subrogation, on a policy of insurance for commercial general liability, from an issuer and with policy limits acceptable to the City Manager. Such insurance shall be maintained for the full duration of this Agreement. P.E.T. shall also require any contractors performing work, maintenance, repairs or upgrades to the Egyptian Theater to provide adequate and appropriate insurance which names P.E.T. and the City of DeKalb as additional primary insureds without right of subrogation. Further, P.E.T. shall provide and maintain any form of insurance required by law, and the City may demand proof of such other insurance upon request.


X. WAIVER OF MASS GATHERING PERMIT FEE FOR THE HAUNTED HOUSE EVENT: P.E.T. agrees to complete all documentation required for the issuance of a mass gathering permit by the City for the Haunted House event in October-November, 2017. The fee associated with said permit is hereby waived.

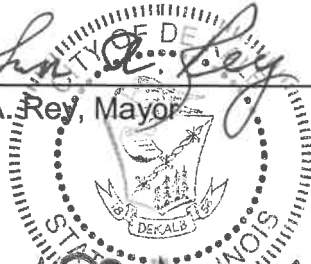
XI. TERM OF AGREEMENT. This Agreement shall be in effect from January 1, 2017 to December 31, 2017.

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





John A. Rey, Mayor



Jennifer Jeep Johnson, City Clerk



Jeffrey Keppler, Board President

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www.egyptiantheatre.org

EGYPTIAN
THEATRE

City of DeKalb
200 South 4th Street
DeKalb, IL 60115

January 18, 2017

Mayor John Rey,

I am writing to request funding from the City of DeKalb TIF fund for FY 2017 in the amount of \$100,000 and request that remaining funds from previous fiscal years be rolled over as allowed in our funding agreements.

Attached is our list of capital expenditures planned for FY 2017. These projects are what have been approved by our Board of Directors as priority projects for this year and projects that we feel can be completed by end of year. Due to the unique nature of the historic Egyptian Theatre, unexpected emergency repairs do occur throughout the year. For that reason, we request that we have the ability to request to the City Manager for this funding to be used for an unexpected repair if that should occur.

We will move forward with all of these projects upon funding approval from City Council and plan to have them complete before the end of FY 2017. We would like to request that our funding agreement continue to include a rollover of funding from year to year in case of unforeseen delays in completing a project.

On behalf of the Egyptian Theatre Board of Directors, all of our volunteers, our staff, patrons and donors I want to thank the City of DeKalb for its continued support of the historic Egyptian Theatre. We are proud of the positive impact we have made on this community and the downtown. We look forward to continued growth and prosperity in years to come.

Sincerely,



Alex Nerad
Executive Director

Exhibit "A"
List of Capital Expenditures for the Egyptian Theatre
FY 2017

Replace aisle lights
Stage rigging repairs
Install fall restraint safety system for front of house truss
Replace stage cyc lights and controls
Install security cameras
Install stage and dressing room digital time system