

CITY OF BATAVIA
100 N. Island Avenue
Batavia, IL 60510
(630) 454-2000 <http://www.cityofbatavia.net>

CITY COUNCIL AGENDA
Monday, January 3, 2022
7:30 p.m. – Council Chambers 1st Floor
Hybrid Meeting

To participate in the live meeting use the Webinar link below to register for the event at Registration Link https://cityofbatavia-net.zoom.us/webinar/register/WN_A69_JOeJSfGkGmkAH1FSmA. You will need to provide your name and email address.

Residents can listen by phone to the meeting by Dialing (312) 626-6799 and use the Webinar ID **841 3273 7075**. Webinar Passcode is **755190**. Callers can ask question by pressing *9 to raise their hand. Questions can be asked prior to the meeting by emailing publiccomment@cityofbatavia.net.

For viewing purposes only, the meeting will be broadcast live on BATV's YouTube channel which can

be accessed from their website at myBATV.com at <https://www.youtube.com/user/BATV1017>

1. **MEETING CALLED TO ORDER**
2. **INVOCATION Followed By PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **REMINDER: Please Speak Into The Microphone For BATV Recording**
5. **ITEMS REMOVED/ADDED/CHANGED**
6. **CONSENT AGENDA**

(The consent agenda is made up of items recommended by city staff or council subcommittees which require approval. This agenda is placed as a separate item on the overall City Council agenda. The items on the consent agenda usually have unanimous committee support and are voted on as a "package" in the interest of saving time on non-controversial issues. However, the Mayor or any council member may, by simple request, remove an item from the consent agenda to have it voted upon separately.)

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Approvals:

- A. December 24, 2021 Payroll \$917,148.68
- B. Accounts Payable Check Register \$635,088.49

Documents:

[21-12-24 PR B26.pdf](#)
[22-01-03 AP TOTALS.pdf](#)

7. **MATTERS FROM THE PUBLIC: (For Items NOT On The Agenda)**
8. **CHAMBER OF COMMERCE**
9. **RESOLUTION 22-002-R: Approving Lease With Albright Community Theater Inc., An Illinois Not For Profit Corporation For A Portion Of The Batavia Government Center (LN 12/29/21) CS**

Documents:

[RES 22-002-R Lease AGRMT w Albright Theater.pdf](#)

10. **ADMINISTRATOR'S REPORT**
11. **COMMITTEE REPORTS**
12. **OTHER BUSINESS**
13. **MAYOR'S REPORT**
14. **EXECUTIVE SESSION: Personnel**
15. **ADJOURNMENT**

Individuals with disabilities should notify the City Administrator's office at 630-454-2053 if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the City-sponsored function, program, or meeting.

City of Batavia Finance Department

Judith Weiss

Payroll

FUND TOTALS

Dec 24, 2021

#B26

	<u>TOTAL</u>
FUND 10	\$705,496.08
FUND 21	\$114,228.20
FUND 30	\$51,610.74
FUND 31	\$45,813.66
TOTAL:	\$917,148.68

City of Batavia Finance Department

Aleasha Warren
Accounts Payable

JANUARY 3, 2022 CITY COUNCIL REPORT DECEMBER 20 - DECEMBER 30

<u>DATE</u>	<u>CHECKS</u>	<u>EFT'S</u>	<u>TOTALS</u>
12/24/21	\$0.00	\$0.00	\$0.00
12/27/21	\$0.00	\$176,713.25	\$176,713.25
12/30/21	\$454,914.72	\$0.00	\$454,914.72
12/30/21	\$3,460.52	\$0.00	\$3,460.52
TOTAL:	\$458,375.24	\$176,713.25	\$635,088.49 \$635,088.49

SUNGARD PENTAMATION
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 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 12/21

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217870	12/30/21	10018	ACE HARDWARE-BATAVI	1032	6264	MISC SUPPLIES	0.00	48.41
1020	217872	12/30/21	10031	ALARM DETECTION SYS	1016	6315	QTRLY CHARGES JAN-M	0.00	406.23
1020	217872	12/30/21	10031	ALARM DETECTION SYS	1016	6315	QTRLY CHARGES JAN-M	0.00	303.65
TOTAL CHECK									709.88
1020	217873	12/30/21	19081	ALTA CONSTRUCTION E	1016	6233	PLUNGER/BRUSH SEGME	0.00	1,234.32
1020	217873	12/30/21	19081	ALTA CONSTRUCTION E	1016	6233	LEAF MACHINE PARTS	0.00	1,390.16
TOTAL CHECK									2,624.48
1020	217874	12/30/21	10048	ANDERSON PEST SOLUT	1016	6315	PEST CONTROL SVCS	0.00	22.28
1020	217879	12/30/21	10045	AT & T	1032	6250	630 Z99-2603 920 6	0.00	86.10
1020	217880	12/30/21	15908	JENNIFER AUSTIN-SMI	1010	6355	TRANSCRIPTION SVCS	0.00	752.12
1020	217883	12/30/21	14312	BIO-TRON INC	1032	6257	AED'S ANNUAL MAINT	0.00	250.00
1020	217885	12/30/21	10135	CASE LOTS, INC.	1016	6264	MISC SUPPLIES	0.00	796.20
1020	217886	12/30/21	10136	CDW GOVERNMENT, INC	1018	6405	48VDC EXT BATTERY U	0.00	3,146.08
1020	217889	12/30/21	10157	COMMUNICATIONS DIRE	1032	6340	RPR DESKTOP RADIO	0.00	450.00
1020	217889	12/30/21	10157	COMMUNICATIONS DIRE	1032	6340	RPR DESKTOP RADIO	0.00	450.00
1020	217889	12/30/21	10157	COMMUNICATIONS DIRE	1032	6340	RPR DESKTOP RADIO	0.00	450.00
1020	217889	12/30/21	10157	COMMUNICATIONS DIRE	1032	6340	RPR DESKTOP RADIO	0.00	450.00
TOTAL CHECK									1,800.00
1020	217890	12/30/21	19253	CROSSCOM PROPERTY R	10	4271	PERMIT ERROR	0.00	10.00
1020	217891	12/30/21	17539	DATA TRANSFER SOLUT	1018	6375	VUEWORKS MAINT/SPRT	0.00	7,000.00
1020	217892	12/30/21	11514	MARK DAVIS	1033	6259	REIMBURSE FOR PIZZA	0.00	31.04
1020	217894	12/30/21	17180	EARTH PEST CONTROL	1016	6356	WASP NEST REMOVAL	0.00	130.00
1020	217895	12/30/21	16487	EMERGENCY VEHICLE S	1032	6310	ENG 2-RPR AIR LEAK	0.00	761.76
1020	217895	12/30/21	16487	EMERGENCY VEHICLE S	1032	6310	ENG 2-RPR BRAKE LEA	0.00	848.51
1020	217895	12/30/21	16487	EMERGENCY VEHICLE S	1032	6310	ENG 2 MAINT/REPAIRS	0.00	3,321.02
TOTAL CHECK									4,931.29
1020	217900	12/30/21	15454	WAYNE GULLICKSON	1045	6261	CDL RENEWAL	0.00	61.35
1020	217901	12/30/21	16422	RICHARD HALL	1031	6255	CLOTHING ALLOWANCE	0.00	282.83
1020	217907	12/30/21	13571	INSIGHT PUBLIC SECT	1018	6375	PAESSLER SFTWR MAIN	0.00	592.25
1020	217908	12/30/21	11404	INTERSTATE BATTERY	1016	6233	MT-65	0.00	107.95
1020	217908	12/30/21	11404	INTERSTATE BATTERY	1045	6233	MTP-65HD	0.00	267.90
1020	217908	12/30/21	11404	INTERSTATE BATTERY	1045	6233	31-MHD	0.00	353.85
TOTAL CHECK									729.70

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FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6215	WALGREENS-PHOTOS	0.00	9.88
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1012	6205	KANE COUNTY CHRONIC	0.00	9.99
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6259	EAST CHINA INN	0.00	19.10
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	10	1916	BIKINGBATAVIA HOSTI	0.00	23.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6230	AMAZON	0.00	29.99
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6205	KANE CO CHIEFS MTG	0.00	35.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6235	NAME PLATES/HOLDERS	0.00	110.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6355	SHUTTERSTCK/MAILCHI	0.00	113.99
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1015	6205	IL PE LICENSE RENEW	0.00	122.70
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1018	6230	OFFICE SUPPLIES	0.00	126.07
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6210	ICMA-REGISTRATION	0.00	149.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6257	N-95 MASKS	0.00	265.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1010	6259	MEALS/BUSINESS MTGS	0.00	294.29
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1033	6259	VOLUNTEER GIFT CARD	0.00	300.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6256	BATTERIES	0.00	452.37
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6210	EMS LICENSE/HOTEL	0.00	461.65
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1013	6205	APA MEMBERSHIP	0.00	493.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1018	6355	INTERNET/WEBSITE CE	0.00	580.93
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1016	6233	PARTS FRT/CHNSAW PR	0.00	791.80
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1018	6405	LAPTOP DOCKING BARS	0.00	799.32
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1016	6315	PLUMBING MATERIALS	0.00	1,028.94
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6264	WET/DRY VAC/2 VACUU	0.00	1,053.09
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1012	6207	EMPREC/LUNCHEON SPL	0.00	1,525.01
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1014	6205	IL PE LICENSE RENEW	0.00	61.35
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1013	6210	NIU TRAINING	0.00	79.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6255	COVERALLS	0.00	80.10
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1032	6215	LEADERSHIP BOOKS	0.00	107.58
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	1012	6230	AMAZON-NOTEBOOK	0.00	-16.19
TOTAL CHECK									9,105.96
1020	217911	12/30/21	18700	MICHAEL KELLY	1016	6255	WORK BOOTS	0.00	133.77
1020	217912	12/30/21	15980	LABSOURCE INC	1032	6257	NITRILE GLOVES	0.00	1,116.80
1020	217913	12/30/21	18842	MACQUEEN EMERGENCY	1032	6310	CORROSION CLEAN UP	0.00	3,873.00
1020	217917	12/30/21	10454	MONROE TRUCK EQUIPM	1045	6233	HYD MOTOR/SPINNER H	0.00	1,970.57
1020	217917	12/30/21	10454	MONROE TRUCK EQUIPM	1045	6233	BUSHING LATCH PIVOT	0.00	130.46
1020	217917	12/30/21	10454	MONROE TRUCK EQUIPM	1045	6233	O-RING	0.00	14.50
TOTAL CHECK									2,115.53
1020	217919	12/30/21	10298	MUNICIPAL EMERGENCY	1032	6276	QUANTIFIT2 SYS/ADAP	0.00	8,900.00
1020	217920	12/30/21	10500	NAGEL TRUCKING & MA	1045	6240	GRAVEL	0.00	860.11
1020	217922	12/30/21	14285	OFFICE DEPOT	1016	6259	COFFE FILTERS	0.00	13.58
1020	217923	12/30/21	11070	OLLIE'S GARAGE, INC	1013	6310	OIL & FILTER CHANGE	0.00	90.83
1020	217924	12/30/21	18647	PEP BOYS	1032	6310	OIL CHANGE	0.00	47.29
1020	217927	12/30/21	14194	RED WING BUSINESS A	1015	6255	WORK BOOTS-C. BONG	0.00	193.49

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FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217927	12/30/21	14194	RED WING BUSINESS A	1016	6255	WORK BOOTS/ORTHOTIC	0.00	202.98
1020	217927	12/30/21	14194	RED WING BUSINESS A	1015	6255	WORK BOOTS-O'NEILL	0.00	233.99
TOTAL CHECK								0.00	630.46
1020	217929	12/30/21	17356	RUSH POWER SYSTEMS	1016	6315	PW GENERATOR REPAIR	0.00	905.33
1020	217931	12/30/21	15628	SAFE STEP LLC	1045	6330	SIDEWALK GRINDING	0.00	19,907.40
1020	217937	12/30/21	16586	MICHAEL UNDERWOOD	1045	6255	WORK BOOTS	0.00	326.41
1020	217940	12/30/21	17848	ALEX VERGARA	1016	6255	WORK BOOTS	0.00	92.44
1020	217945	12/30/21	10273	WHOLESALE DIRECT IN	1045	6233	HYDRAULIC MOTOR	0.00	1,964.15
TOTAL CASH ACCOUNT								0.00	74,087.07
TOTAL FUND								0.00	74,087.07

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ACCOUNTING PERIOD: 12/21

FUND - 12 - TIF DISTRICT #3

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217905	12/30/21	16079	HUFF & HUFF, INC.	1209	6474	OWP GW INVESTIGATIO	0.00	2,727.14
1020	217905	12/30/21	16079	HUFF & HUFF, INC.	1209	6435	HOUSTON ST SOIL MGM	0.00	3,737.32
TOTAL CHECK								0.00	6,464.46
TOTAL CASH ACCOUNT								0.00	6,464.46
TOTAL FUND								0.00	6,464.46

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ACCOUNTING PERIOD: 12/21

FUND - 19 - REBUILD ILLINOIS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1028	1036	12/30/21	13724	CRAWFORD, MURPHY &	1947	6474	MAIN ST RECON PROJE	0.00	3,460.52
TOTAL CASH ACCOUNT								0.00	3,460.52
TOTAL FUND								0.00	3,460.52

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SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 12/21

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	V1836	12/27/21	11986	PJM SETTLEMENT INC	2164	6711	12/01/2021-12/15/20	0.00	176,713.25
1020	217872	12/30/21	10031	ALARM DETECTION SYS	2164	6315	QTRLY CHARGES JAN-M	0.00	303.65
1020	217872	12/30/21	10031	ALARM DETECTION SYS	2164	6315	QTRLY CHARGES JAN-M	0.00	406.23
TOTAL CHECK									709.88
1020	217874	12/30/21	10048	ANDERSON PEST SOLUT	2164	6315	PEST CONTROL SVCS	0.00	22.29
1020	217875	12/30/21	10217	ANIXTER POWER SOLUT	21	1250	15KV CLS 600A T-BOD	0.00	1,869.90
1020	217875	12/30/21	10217	ANIXTER POWER SOLUT	21	1250	PHOTO CONTROL LED	0.00	27.90
1020	217875	12/30/21	10217	ANIXTER POWER SOLUT	2164	6264	MISC SUPPLIES	0.00	444.00
TOTAL CHECK									2,341.80
1020	217878	12/30/21	13341	ATLAS COMPANIES	2164	6310	LABOR	0.00	260.00
1020	217878	12/30/21	13341	ATLAS COMPANIES	2164	6233	TIRES	0.00	2,439.04
1020	217878	12/30/21	13341	ATLAS COMPANIES	2164	6310	SCHEDULED MAINTENAN	0.00	180.72
TOTAL CHECK									2,879.76
1020	217879	12/30/21	10045	AT & T	2164	6250	630 Z99-5352 727 1	0.00	13,713.55
1020	217879	12/30/21	10045	AT & T	2164	6250	708 Z07-5071 705 4	0.00	17.13
TOTAL CHECK									13,730.68
1020	217881	12/30/21	10343	BATAVIA PARCEL	21	2115	ELEC DEPOSIT REFUND	0.00	145.03
1020	217888	12/30/21	12805	COMED	2161	6435	SCADA CIRCUIT UPGRA	0.00	30,000.00
1020	217891	12/30/21	17539	DATA TRANSFER SOLUT	2164	6355	VUEWORKS MAINT/SPRT	0.00	2,333.34
1020	217893	12/30/21	10170	DON'S SHARPENING CE	2164	6340	CHAINS AW REPAIR	0.00	59.90
1020	217902	12/30/21	10215	HI-LINE UTILITY SUP	2164	6225	FREIGHT	0.00	11.32
1020	217902	12/30/21	10215	HI-LINE UTILITY SUP	2164	6264	HEADLAMP	0.00	480.00
TOTAL CHECK									491.32
1020	217918	12/30/21	16158	MP SYSTEMS	2161	6435	BATAVIA BREAKR RPLM	0.00	173,802.84
1020	217920	12/30/21	10500	NAGEL TRUCKING & MA	2164	6240	GRAVEL	0.00	860.10
1020	217922	12/30/21	14285	OFFICE DEPOT	2164	6259	COFFE FILTERS	0.00	13.58
1020	217925	12/30/21	17519	POWER SYSTEM ENGINE	2161	6435	PARAMOUNT SUB CONST	0.00	12,196.28
1020	217928	12/30/21	10525	RESCO	21	1250	EQUIPMENT BRACKET	0.00	6,048.00
1020	217929	12/30/21	17356	RUSH POWER SYSTEMS	2164	6315	PW GENERATOR REPAIR	0.00	905.34
1020	217930	12/30/21	17326	RUSH TRUCK CENTERS	2164	6233	MISC VEHICLE PARTS	0.00	795.44
1020	217930	12/30/21	17326	RUSH TRUCK CENTERS	2164	6233	TRANSMITTER/YOKE	0.00	590.00
1020	217930	12/30/21	17326	RUSH TRUCK CENTERS	2164	6233	BRAKE DRUM/OIL SEAL	0.00	445.80
1020	217930	12/30/21	17326	RUSH TRUCK CENTERS	2164	6233	BRAKE, KIT BRK SHOE	0.00	208.40
1020	217930	12/30/21	17326	RUSH TRUCK CENTERS	2164	6233	KT SHOE, KIT BRAKE	0.00	-63.84
TOTAL CHECK									1,975.80

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 ACCOUNTING PERIOD: 12/21

FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217932	12/30/21	12226	SAFETY LANE INSPECT	2164	6310	VEHICLE SAFETY TEST	0.00	277.00
1020	217939	12/30/21	17741	UTILITY PIPE SUPPLY	2164	6225	SHIPPING	0.00	13.25
1020	217939	12/30/21	17741	UTILITY PIPE SUPPLY	2164	6264	GENERAL SUPPLIES	0.00	342.53
TOTAL CHECK								0.00	355.78
1020	217944	12/30/21	10311	WESCO DISTRIBUTION	2164	6625	INTERST ON OVERDUE	0.00	236.48
1020	217944	12/30/21	10311	WESCO DISTRIBUTION	2164	6225	TRANSPORTATION CHAR	0.00	200.00
1020	217944	12/30/21	10311	WESCO DISTRIBUTION	21	1250	ELECTRIC VAULTS	0.00	14,655.00
1020	217944	12/30/21	10311	WESCO DISTRIBUTION	21	1250	CONNECTOR	0.00	586.50
TOTAL CHECK								0.00	15,677.98
TOTAL CASH ACCOUNT								0.00	441,539.95
TOTAL FUND								0.00	441,539.95

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 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 12/21

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217872	12/30/21	10031	ALARM DETECTION SYS	3073	6315	QTRLY CHARGES JAN-M	0.00	406.23
1020	217872	12/30/21	10031	ALARM DETECTION SYS	3073	6315	QTRLY CHARGES JAN-M	0.00	1,234.16
1020	217872	12/30/21	10031	ALARM DETECTION SYS	3072	6355	QTRLY CHARGES JAN-M	0.00	198.36
TOTAL CHECK									1,838.75
1020	217874	12/30/21	10048	ANDERSON PEST SOLUT	3073	6315	PEST CONTROL SVCS	0.00	22.28
1020	217874	12/30/21	10048	ANDERSON PEST SOLUT	3072	6315	PEST CONTROL SVCS	0.00	531.35
TOTAL CHECK									553.63
1020	217877	12/30/21	11787	ASM CONSULTANTS INC	3072	6355	PLAT OF SURVEY-STAK	0.00	1,500.00
1020	217882	12/30/21	15679	BAXTER & WOODMAN IN	3071	6476	WRD 1 STORM SWR REC	0.00	2,598.75
1020	217891	12/30/21	17539	DATA TRANSFER SOLUT	3073	6355	VUEWORKS MAINT/SPRT	0.00	2,333.33
1020	217896	12/30/21	14300	ENGINEERING ENTERPR	3071	6476	WTP 1&2 MODIFICATIO	0.00	16,250.59
1020	217896	12/30/21	14300	ENGINEERING ENTERPR	3071	6476	CHLORINE SYS ADDITI	0.00	207.55
1020	217896	12/30/21	14300	ENGINEERING ENTERPR	3071	6476	LEAD SVC LINE RPLCM	0.00	3,963.91
1020	217896	12/30/21	14300	ENGINEERING ENTERPR	3072	6355	RR/EMER RESPONSE PL	0.00	6,382.25
TOTAL CHECK									26,804.30
1020	217897	12/30/21	11162	SHAWN FINK	3073	6233	CDL LICENSE	0.00	66.46
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	3073	6230	2022 PLANNER	0.00	44.69
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	3073	6210	ITRON TRAINING	0.00	350.00
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	3073	6264	APPLE-CLOUD STORAGE	0.00	0.99
1020	217910	12/30/21	10092	JPMORGAN CHASE BANK	3073	6259	ROSATIS PIZZA	0.00	109.45
TOTAL CHECK									505.13
1020	217915	12/30/21	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	69.98
1020	217915	12/30/21	10280	MENARDS	3072	6264	MISC SUPPLIES	0.00	19.32
TOTAL CHECK									89.30
1020	217916	12/30/21	10459	MIDWEST METER INC	3073	6268	METERS	0.00	3,706.75
1020	217920	12/30/21	10500	NAGEL TRUCKING & MA	3073	6240	GRAVEL	0.00	860.11
1020	217922	12/30/21	14285	OFFICE DEPOT	3073	6230	CALENDAR/WIRE HOOKS	0.00	24.41
1020	217922	12/30/21	14285	OFFICE DEPOT	3073	6259	COFFE FILTERS	0.00	13.58
TOTAL CHECK									37.99
1020	217926	12/30/21	14878	RAILROAD MANAGEMENT	3073	6355	WTR PIPELINE CROSSI	0.00	313.34
1020	217929	12/30/21	17356	RUSH POWER SYSTEMS	3073	6315	PW GENERATOR REPAIR	0.00	905.34
1020	217934	12/30/21	11153	STATE COLLECTION SE	3073	6355	COLLECTION SERVICES	0.00	84.60
1020	217938	12/30/21	10649	USA BLUE BOOK	3072	6340	GLASS SAMPLE TUBES	0.00	60.14
1020	217938	12/30/21	10649	USA BLUE BOOK	3072	6340	MISC CHEMICALS	0.00	392.52
TOTAL CHECK									452.66
1020	217943	12/30/21	15738	WBK ENGINEERING LLC	30	2036	WARD 1 DRAINAGE STU	0.00	193.73

SUNGARD PENTAMATION
DATE: 12/30/2021
TIME: 11:48:37

CITY OF BATAVIA
CHECK REGISTER - BY FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 12/21

FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT								0.00	42,844.17
TOTAL FUND								0.00	42,844.17

SUNGARD PENTAMATION
 DATE: 12/30/2021
 TIME: 11:48:37

CITY OF BATAVIA
 CHECK REGISTER - BY FUND

PAGE NUMBER: 10
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 12/21

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217871	12/30/21	12230	ADVANCED DISPOSAL	3182	6365	MUNICIPAL SLUDGE	0.00	5,759.87
1020	217874	12/30/21	10048	ANDERSON PEST SOLUT	3183	6340	PEST CONTROL SVCS	0.00	46.85
1020	217876	12/30/21	10248	APEX INDUSTRIAL AUT	3182	6340	SMALL BORE SEALS	0.00	11.83
1020	217891	12/30/21	17539	DATA TRANSFER SOLUT	3182	6355	VUEWORKS MAINT/SPRT	0.00	2,333.33
1020	217898	12/30/21	13417	FISHER SCIENTIFIC	3182	6238	FHE/ESB 6V20B BULBS	0.00	87.00
1020	217898	12/30/21	13417	FISHER SCIENTIFIC	3182	6238	LAB SUPPLIES	0.00	176.34
TOTAL CHECK								0.00	263.34
1020	217903	12/30/21	10375	HOME DEPOT	3182	6340	MISC SUPPLIES	0.00	39.88
1020	217906	12/30/21	19243	INNOVATIVE UNDERGRO	3181	6473	INSTALL SEWER LINER	0.00	3,795.00
1020	217914	12/30/21	10377	MCMaster-CARR SUPPL	3182	6340	FLOOR STANDS	0.00	223.52
1020	217914	12/30/21	10377	MCMaster-CARR SUPPL	3182	6340	HEX-NUT EXPANSION P	0.00	73.12
TOTAL CHECK								0.00	296.64
1020	217916	12/30/21	10459	MIDWEST METER INC	3183	6268	METERS	0.00	3,706.75
1020	217921	12/30/21	16013	NEWARK CORPORATION	3182	6340	THERMOSTAT CONTROLL	0.00	42.74
1020	217923	12/30/21	11070	OLLIE'S GARAGE, INC	3182	6310	RPL TIRE VALVE STEM	0.00	30.00
1020	217933	12/30/21	13733	SCHROEDER CRANE REN	3182	6340	40TON CRANE RENTAL	0.00	750.00
1020	217935	12/30/21	10345	STEINER ELECTRIC CO	3182	6340	LOCKING TIE/CABLE T	0.00	136.24
1020	217936	12/30/21	10908	TRI-DIM FILTER CORP	3182	6340	TRI-PLEAT FILTERS	0.00	33.00
1020	217941	12/30/21	19230	VONS ELECTRIC INC	3182	6340	17000BTU HEATER	0.00	2,800.00
TOTAL CASH ACCOUNT								0.00	20,045.47
TOTAL FUND								0.00	20,045.47

SUNGARD PENTAMATION
 DATE: 12/30/2021
 TIME: 11:48:37

CITY OF BATAVIA
 CHECK REGISTER - BY FUND

PAGE NUMBER: 11
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 12/21

FUND - 33 - DRAINAGE CAPITAL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217882	12/30/21	15679	BAXTER & WOODMAN IN	3334	6470	WRD 1 STORM SWR REC	0.00	2,598.75
1020	217887	12/30/21	18708	C & H EXCAVATING IN	3334	6470	MAHONEY CRK AT WILS	0.00	1,253.33
1020	217887	12/30/21	18708	C & H EXCAVATING IN	33	1915	MAHONEY CRK AT WILS	0.00	1,253.34
1020	217887	12/30/21	18708	C & H EXCAVATING IN	3334	6470	MAHONEY CRK AT WILS	0.00	1,573.33
TOTAL CHECK									4,080.00
1020	217896	12/30/21	14300	ENGINEERING ENTERPR	3334	6470	CARRIAGE RECHRG BAS	0.00	10,668.32
1020	217904	12/30/21	16303	HR GREEN INC	3334	6470	KIRK ROAD DETENTION	0.00	3,924.75
1020	217904	12/30/21	16303	HR GREEN INC	3334	6470	MAHONEY WTRSHED PLA	0.00	4,205.73
TOTAL CHECK									8,130.48
1020	217942	12/30/21	17587	V3 CONSTRUCTION GRO	3334	6460	BRAEBURN MARSH MAIN	0.00	685.44
1020	217942	12/30/21	17587	V3 CONSTRUCTION GRO	3334	6460	BREABURN MARSH MAIN	0.00	3,413.09
TOTAL CHECK									4,098.53
1020	217943	12/30/21	15738	WBK ENGINEERING LLC	33	2036	WARD 1 DRAINAGE STU	0.00	1,981.29
TOTAL CASH ACCOUNT									31,557.37
TOTAL FUND									31,557.37

SUNGARD PENTAMATION
DATE: 12/30/2021
TIME: 11:48:37

CITY OF BATAVIA
CHECK REGISTER - BY FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20211220 00:00:00.000' and '20211230 00:00:00.000' and transact.fund between '10' a
ACCOUNTING PERIOD: 12/21

FUND - 43 - STREET IMP NON-MFT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	217884	12/30/21	17800	BUILDERS PAVING	43	2036	STREET RESURFACING	0.00	14,489.48
1020	217899	12/30/21	19254	BART GROMETER	4347	6471	SIDEWALK RPLCMNT CO	0.00	600.00
TOTAL CASH ACCOUNT								0.00	15,089.48
TOTAL FUND								0.00	15,089.48
TOTAL REPORT								0.00	635,088.49

TO: City Council and Mayor

FROM: Laura Newman, City Administrator

DATE: December 29, 2021

RE: Approval of Resolution 22-002-R APPROVING LEASE WITH ALBRIGHT COMMUNITY THEATRE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION FOR A PORTION OF THE BATAVIA GOVERNMENT CENTER (CS)

Background:

The Albright Community Theatre currently rents space from the City on the third floor of City Hall. The current lease was executed in 2019 and expired December 31, 2021. The theatre pays \$500 monthly rent for the use of this space.

There being no reason to discontinue the lease of the property for the purpose of providing space for the theater, staff recommends renewing the lease for a two-year term beginning January 1, 2022 and expiring December 31, 2024.

Recommendation:

Staff recommends that the Committee of the Whole recommends approval by the City Council of Resolution 22-002-R APPROVING LEASE WITH ALBRIGHT COMMUNITY THEATRE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION FOR A PORTION OF THE BATAVIA GOVERNMENT CENTER (CS)

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 22-002-R**

**APPROVING LEASE WITH ALBRIGHT COMMUNITY THEATER INC., AN
ILLINOIS NOT FOR PROFIT CORPORATION FOR A PORTION OF THE BATAVIA
GOVERNMENT CENTER**

WHEREAS, Albright Theatre, Inc., an Illinois not for profit corporation (Albright) has contributed to the vitality of the cultural life of Batavia and the Fox Valley for a period exceeding 40 years, and:

WHEREAS, Albright has occupied space in the Batavia Government Center for over a decade, not only providing cultural entertainment in the downtown of the community, but using and paying rent for space which would otherwise not be used due to its undeveloped condition; and,

WHEREAS, Albright is desirous of extending its lease with the City and further intends to invest in the City property for the purpose of enhancing the experience of its patrons; and,

WHEREAS, the continuation of Albright at its current location is consistent with the Comprehensive Plan of the City of Batavia, and the goals of redevelopment of the downtown; and,

WHEREAS, a lease which outlines the extension of the lease as well as the financing of the improvements to the Batavia Government Center is attached as Exhibit 1 hereto; and

WHEREAS, the City Council has determined that it is in the best interest for the community to enter into said lease.

CITY OF BATAVIA, ILLINOIS RESOLUTION19-010-R

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois that the Mayor and City Clerk are authorized to enter into the Lease with Albright Theater, Inc. an Illinois not for profit corporation, attached hereto as Exhibit 1.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on this 3rd day of January 2022.

APPROVED by me as Mayor of said City of Batavia, Illinois, on this 3rd day of January 2022.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	Baerren					Solfa				
2	Leman					Wolff				
3	Ajazi					Chanzit				
4	Malay					Connelly				
5	Uher					Beck				
6	Cerone					Russotto				
7	Vogelsinger					Miller				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Kate Garrett, City Clerk

Exhibit 1 to
CITY OF BATAVIA RESOLUTION 22-002-R

BUILDING LEASE

Term of Lease			
Beginning	Ending		
01-01-2022	12-31-2024		
Annual Rent	Date of Lease	Location of Premises	
\$500.00 per month	_____	South end Third floor 100 N Island Ave. Batavia, IL 60510 (generally, see exhibit A)	
PURPOSE			
Operation of Albright Community Theatre, an Illinois nfp corporation			
Lessee		Lessor	
NAME	Albright Community Theatre, an Illinois not-for-profit corporation	NAME	City of Batavia An Illinois Municipal Corporation
ADDRESS	100 N. Island Avenue	ADDRESS	100 N. Island Avenue
CITY	Batavia, Illinois 60510	CITY	Batavia, IL 60510

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designation above (the “Premises” described on Exhibit A attached hereto), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor’s agent as rent for the Premises the sum stated above, in monthly installments of \$500.00, due upon the 1st calendar day of each month in advance, until termination of this lease, at Lessor’s address stated above or such other address as Lessor may designate in writing.
2. **RULES AND REGULATIONS.** The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.

BUILDING LEASE (Third Floor Government Center)

3. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor. Any sublease proposed to be entered into by Lessee shall be submitted to Lessor for approval and shall be in full compliance with Paragraph 12 herein.
4. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
5. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
6. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of twenty-five dollars (\$25.00) per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.

BUILDING LEASE (Third Floor Government Center)

7. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.
8. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.
9. **CONFESSION OF JUDGMENT.** If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocably constitutes any attorney of any Court of Record in the State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereto.
10. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and Sub Lessee or Sub Lessees if the premises are subleased with Lessor's consent, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
11. **IMPROVEMENTS.**
 - a. Lessee shall have the right to rehabilitate and otherwise improve the interior of the premises, subject to conformance with all City building and zoning codes, and specifically including the necessity of submitting plans therefore and obtaining permits therefore. City shall waive any building permit cost or plan review charges. Any and all leasehold improvements, including fixtures and excluding only personal property and non-fixtures shall become the property of the Lessor, and shall be left within the premises at the termination of the lease unless otherwise agreed by the Lessor.

BUILDING LEASE (Third Floor Government Center)

12. **CONDITION.** Lessee acknowledges that the building is in “as is’ condition, and Lessor makes no warranties regarding the condition of same
13. **INSURANCE.** Lessee agrees to carry, at its own expense, liability insurance covering the premises and to provide Lessor proof of same prior to January 1 of any year of the term of the lease. Lessee’s policy or policies shall name Lessor as additional insureds and shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modifications or cancellation thereof. The limits for said policy shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 cumulative.
14. **LESSOR’S WORK IN THE BUILDING.** Lessee acknowledges and understands that the premises may be impacted from time to time by Lessor’s construction work on the building in which the Leased Premises is located. Lessor agrees to give Lessee 60 days notice of any work which might interfere with Lessee’s ordinary use of the Premises, and shall cooperate with Lessee to minimize any such disruptions. Lessor reserves the right to enter the leased property at any time for routine, or extraordinary, building maintenance.
- 15. EARLY TERMINATION.**
- a. The Premises is located in the Lessor’s Government Center, and Lessee acknowledges that Lessor may determine that it is necessary for the lease to be terminated earlier than the date called for herein. In any such event Lessor will attempt to give 1 year’s notice of its intention to so terminate, but in any event shall only terminate by giving at least 90 days notice.
16. **ADDITIONAL PROVISIONS.** This lease is subject to the Additional Provisions attached hereto.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:
Albright Community Theatre, an Illinois
not-for-profit Corporation

By: _____

Its _____

ATTEST:
By: _____

Its: _____

LESSOR:
CITY OF BATAVIA,
An Illinois Municipal Corporation

By: _____

Its _____

ATTEST:
By: _____

Its: _____

BUILDING LEASE (Third Floor Government Center)

STATE OF ILLINOIS) ss.
COUNTY OF K A N E)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT _____, _____ of
ALBRIGHT COMMUNITY THEATRE, an Illinois not-for-profit Corporation, and
_____, _____ of said Corporation, personally known to
me to be the same persons whose names are subscribed to the foregoing instrument as such
_____ and _____, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as the free and
voluntary act of ALBRIGHT COMMUNITY THEATRE, an Illinois not-for-profit
Corporation, and not personally, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of
_____, 2022.

Notary Public

BUILDING LEASE (Third Floor Government Center)

STATE OF ILLINOIS) ss.
COUNTY OF K A N E)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT _____, _____ of the CITY OF BATAVIA, an Illinois Municipal Corporation, and _____, _____ of said CITY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of the CITY OF BATAVIA, an Illinois Municipal Corporation, and not personally, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2022.

Notary Public

*This Document Prepared By, and
When Recorded, Return to:*

Address of Real Estate: 100 N. Island Ave., Batavia, Illinois 60510

Permanent Tax Index No.:

ADDITIONAL PROVISIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building except as permitted by Lessor. At the expiration of the term Lessee is to remove all Lessee's signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on the Premises.; ~~or~~ Lessor shall not use or store any flammable liquids on ~~in~~ the Premises without the written consent of the Lessor, and any such flammable liquids shall be stored in proper containers and cabinets per the City building codes.
3. No additional locks shall be placed upon any doors of said leased property without the written consent of the Lessor first; and the Lessee will not permit any duplicate keys, or access control cards to be made (all necessary keys and access control cards to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys and access control cards of Premises and Building
4. No person or persons shall be employed by Lessee for the purpose of taking charge of the leased Premises without the written consent of Lessor. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control of the lessee and may only access the leased property in the same manner as the lessee. The lessor shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency or ~~of~~ fire, or for any required building maintenance requirement that may arise.
5. The Premises leased shall not be used for the purpose of lodging or illegal purpose.
6. This Lease shall include heat, water and electricity to Lessor's standard fixtures, but Lessor shall not be liable for any damages from the stoppage of water, electricity or heat.
7. No cable, telephone, satellite or fiber wire or cable shall be located in or on the premises without Lessor's consent.
8. Birds, dogs, or other animals shall only be allowed in the Building upon consent of the Lessor, or as allowed by law. Lessor must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
9. The Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.

BUILDING LEASE (Third Floor Government Center)

10. All exterior windows of the leased Premises shall be draped or curtains with solid black material or other uniform covering consented to by Lessor.
11. As the Premises is only a portion of the building owned by Lessor, and the balance of the building is occupied by employees, valuable office equipment and irreplaceable government and historical records, Lessee consents to quarterly, or more frequently per the requirements of the Fire Department or Building Department, inspections of the Premises for fire and other safety violations, or building related issues, which shall be immediately corrected upon notice by Lessor.