

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](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](mailto: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

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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  |
| <br>    |              |
| TOTAL:  | \$917,148.68 |

# City of Batavia Finance Department

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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<br>\$635,088.49 |

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

CITY OF BATAVIA  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 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   |

SUNGARD PENTAMATION  
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CITY OF BATAVIA  
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PAGE NUMBER: 2  
 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        | 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   |

SUNGARD PENTAMATION  
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CITY OF BATAVIA  
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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               | 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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CITY OF BATAVIA  
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PAGE NUMBER: 4  
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 - 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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CITY OF BATAVIA  
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PAGE NUMBER: 5  
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 - 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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 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 - 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  | CHAINSAW 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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CITY OF BATAVIA  
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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               | 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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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    |

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CITY OF BATAVIA  
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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 |

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CITY OF BATAVIA  
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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 - 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 |

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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 - 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 |

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CITY OF BATAVIA  
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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 - 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)

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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**

|  |  |   |  |
|--|--|---|--|
| <b>Term of Lease</b>   |  |   |  |
| <b>Beginning</b>   | <b>Ending</b>  |   |  |
| 01-01-2022   | 12-31-2024   |   |  |
| <b>Annual Rent</b>   | <b>Date of Lease</b>   | <b>Location of Premises</b>   |  |
| \$500.00 per month   | _____  | South end Third floor<br>100 N Island Ave.<br>Batavia, IL 60510<br>(generally, see exhibit A) |  |
| <b>PURPOSE</b>   |  |   |  |
| Operation of Albright Community Theatre, an Illinois nfp corporation |  |   |  |
| <b>Lessee</b>  |  | <b>Lessor</b>   |  |
| <b>NAME</b>  | Albright Community Theatre, an Illinois not-for-profit corporation | <b>NAME</b>   | City of Batavia<br>An Illinois Municipal Corporation |
| <b>ADDRESS</b>   | 100 N. Island Avenue   | <b>ADDRESS</b>  | 100 N. Island Avenue                                 |
| <b>CITY</b>  | Batavia, Illinois 60510  | <b>CITY</b>   | 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 1<sup>st</sup> 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)

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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.

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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)

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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)

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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)

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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 ~~or~~ 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)

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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.