

**RESOLUTION NO. R-17-10**

**A RESOLUTION SEEKING TO APPROVE A SUBLEASE AGREEMENT BETWEEN  
THE CITY OF WOOD DALE AND HASU PATEL, INC FOR VENDOR SERVICES  
RENDERED AT THE WOOD DALE METRA TRAIN STATION**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the Hasu Patel, Inc. for coffee vendor services; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of Hasu Patel, Inc. the Mayor and the City Council find Hasu Patel, Inc. is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE,  
DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:**

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 16<sup>th</sup> day of March, 2017


AYES: Aldermen Catalano, JACOB, Sorrentino Susmariski, E. Wesley, R. Wesley, and Woods

NAYS: None

ABSENT: Alderman Messina

APPROVED this 16<sup>th</sup> day of March, 2017

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST   
Shirley J. Siebert, City Clerk

**CITY OF WOOD DALE/HASU PATEL, INC.  
SUB-LEASE AGREEMENT FOR VENDOR SERVICE  
AT THE WOOD DALE METRA TRAIN STATION**

This Sub-Lease Agreement ("Agreement") is made and effective this 6<sup>th</sup> day of April, 2017, by and between the City of Wood Dale ("City") and HASU PATEL of 1101 S. Bridge Lane, Schaumburg, IL 60194 ("Vendor").

WHEREAS, Metra is the Owner of certain land on which the City has constructed improvements identified as the Wood Dale Metra Train Station; and

WHEREAS, the City has the contractual right to lease the use of a portion of the Metra Train Station to a vendor for provision of coffee and other approved beverages and pre-packaged food in the Metra Train Station, which space is approximately 90 sq. ft. as designated on the Plan dated 6-19-09, Sheet AZ-O drawn by Heitman Architects, Inc. and on file with the City of Wood Dale ("Leased Premises"); and

WHEREAS, the City desires to enter into a Sub-Lease with the Vendor allowing the use of the Leased Premises by the Vendor for the purposes of providing coffee and related services to its commuter residents and the Vendor desires to sub-lease the Leased Premises from the City for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed as follows:

**1. Term.**

The City hereby leases the Leased Premises to Vendor, and Vendor hereby leases the same from the City, for a Term beginning April 6, 2017, and ending April 5, 2019. The City shall use its best efforts to give Vendor possession as nearly as possible at the beginning of the Term.

**2. Rental.**

The Vendor shall pay to the City the sum of Ten and 00/100 Dollars (\$10.00) per month, and other good and valuable consideration for the first year of the Agreement. Each monthly payment shall be due in advance on the first day of each calendar month during the lease term to the City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60191. The payment amount for any partial calendar months included in the Term shall be prorated on a daily basis, based on a thirty (30) day month. Tenant shall also pay to Landlord a "Security Deposit" in the amount of One Hundred and 00/100 Dollars (\$100.00) which shall be held as a performance bond through the Term. Said sum shall be used by the City to defray any monthly payment due and unpaid.

### **3. Use**

The Vendor shall use the Leased Premises solely as providing coffee and related services. Any use of the Leased Premises for any other purpose shall be deemed a material breach of this Agreement, and shall be grounds for immediate termination of this Agreement.

### **4. Sublease and Assignment.**

The Vendor shall have the right to assign this Agreement to any other corporation with which the Vendor may merge or consolidate, to any subsidiary of Vendor, to any corporation under common control with Vendor, or to a purchaser of substantially all of Vendor's assets, so long as said Assignment is approved, in writing by the City. In such approved event, the Assignee shall execute an addendum to the Agreement expressing its intent to be bound to the terms contained herein.

### **5. Repairs, Alterations and Improvements.**

The Leased Premises are provided to the Vendor by the City, with a counter-top, under-counter racks for product display and storage, cabinets for dry storage, and a hand washing sink. Further a locking access door, and pull down lock doors above the counter are provided to secure the area during hours when the Leased Premises are not in use by the Vendor. The Vendor shall keep such improvements in good repair, and shall not make any alterations or improvements without the City's written consent.

### **6. Property Taxes.**

The Vendor shall be responsible for payment of any general real estate taxes, if any, coming due during the Term on the Leased Premises as a result of said tenancy. Such taxes shall be paid to the City, to the extent a taxable event is found as a result of this agreement.

### **7. Permits.**

The Vendor shall apply for and maintain any and all State or Local required permits (including but not limited to those which may be required by the DuPage County Health Department) for provision of services in the Leased Premises. Upon request, the Vendor shall provide proof of such permits to the City.

### **8. Insurance.**

A. If the Leased Premises or any other part of thereof is damaged by fire or other casualty resulting from any act or negligence of Vendor or any of Vendor's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and the Vendor shall be responsible for the costs of repair not covered by insurance.

B. The Vendor shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the use of the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the City, as required by Exhibit "A." The Vendor shall obtain the agreement of its insurers to notify the City that a policy is due to expire at least (10) days prior to such expiration. The City shall not be required to maintain insurance against thefts within the Leased Premises or the Metra Train Station.

**9. Utilities.**

The Vendor shall not be responsible for provision of water, sewer, gas, electricity, cable, telephone and other services and utilities to the Leased Premises. Such services shall be provided to the Leased Premises by the City or by Metra.

**10. Signs.**

The Vendor may be allowed to place signage in the Leased Premises, so long as the City provides prior written approval.

**11. Damage and Destruction.**

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Vendor's purposes, then Vendor shall have the right within ninety (90) days following damage to elect by notice to the City to terminate this Agreement as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Vendor's purposes, the City shall promptly repair such damage at the cost of the City, unless said damages is attributable in whole or in part to the use of the Leased Premises by the Vendor. The Vendor shall be relieved from paying rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Vendor's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to the Vendor. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond the Vendor's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Vendor's purposes.

**12. Default.**

If default shall at any time be made by the Vendor in the payment of rent when due to the City as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Vendor by the City, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by the Vendor, and such default shall continue for thirty (30) days after notice thereof in

writing to Vendor by the City without correction thereof then having been commenced and thereafter diligently prosecuted, the City may declare the term of this Agreement ended and terminated by giving the Vendor written notice of such intention, and if possession of the Leased Premises is not surrendered, the City may reenter said Leased Premises. The City shall have, in addition to the remedy above provided, any other right or remedy available to it on account of any Vendor default, either in law or equity. The City shall use reasonable efforts to mitigate its damages.

**13. Quiet Possession.**

The City covenants and warrants that upon performance by the Vendor of its obligations hereunder, the City will keep and maintain the Vendor in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Agreement.

**14. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

**If to the City:**

404 N. Wood Dale Road  
Wood Dale, IL 60191  
Attn: City Manager, Jeffery Mermuys

**If to Tenant to:**

Hasu Patel  
1101 S. Bridge Lane  
Schaumburg, IL 60194

Landlord and Tenant shall each have the right, from time to time, to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**15. Costs and Fees.**

The Parties hereto agree that reasonable attorney's fees, court costs and litigation expenses will be recoverable by the City against the Vendor, in the event any litigation is necessary to enforce the terms of this Agreement.

16. **Waiver.**

No waiver of any default of the City or Vendor hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the City or the Vendor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. **Headings.**

The headings used in this Agreement are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Agreement

18. **Compliance with Law.**

The Vendor shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Vendor's use of the Leased Premises.

19. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

20. **Severability.**

If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor shall it affect the application of any phrase, provision or portion thereof to other persons or circumstances.

21. **Governing Law/Venue.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. Any litigation which shall commence to enforce the terms of the Agreement shall be commenced in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**City of Wood Dale**

By: Annunziato Pulice

Its: Mayor

**Hasu Patel**

By: HASU. Patel 3/21/17

Its: \_\_\_\_\_