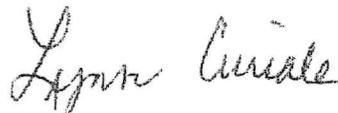


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-22-73 A RESOLUTION APPROVING A SUB-LEASE FOR VENDOR SERVICE AT THE WOOD DALE METRA STATION BETWEEN THE CITY AND DIVISION STREET COFFEE BAR & MARKET LLC.**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 22nd day of December, 2022.



Lynn Curiale, City Clerk

SEAL



Resolution #R-22-73

**A RESOLUTION APPROVING A SUB-LEASE FOR VENDOR SERVICE AT
THE WOOD DALE METRA STATION BETWEEN THE CITY AND DIVISION
STREET COFFEE BAR & MARKET LLC.**

Passed: December 22, 2022
Published in Pamphlet Form: December 23, 2022

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-22-73**

**A RESOLUTION APPROVING A SUB-LEASE FOR VENDOR SERVICE AT
THE WOOD DALE METRA STATION BETWEEN THE CITY AND DIVISION
STREET COFFEE BAR & MARKET LLC.**

Passed and approved by the City Council of the City of Wood Dale on December 22, 2022 and hereby published in pamphlet on December 23, 2022.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-22-73

A RESOLUTION APPROVING A SUB-LEASE FOR VENDOR SERVICE AT THE WOOD DALE METRA TRAIN STATION BETWEEN THE CITY AND DIVISION STREET COFFEE BAR & MARKET LLC.

WHEREAS, the City of Wood Dale (hereinafter referred to as 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 possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City has the right to contract, including the right to Sub-Lease the use of a portion of the Wood Dale Metra Train Station (hereinafter referred to as “Leased Premises”) for the provision of coffee and other approved beverages, pre-packaged food, and related services in the Leased Premises; and

WHEREAS, the benefit of having a coffee bar include establishing convenient means for commuters to access coffee and other approved beverages, pre-packaged food, and related services and strengthening the local economy; and

WHEREAS, the City has identified and assigns a Sub-Lease for the Leased Premises from Danuta Katny to Division Street Coffee Bar & Market LLC. (hereinafter referred to as “Licensee”), for a Term from December 23, 2022 to April 30, 2023, to provide coffee and other approved beverages, pre-packaged food, and related services to its commuter residents; and

WHEREAS, for such purpose the City and the Licensee have negotiated the terms of a Sub-Lease Agreement, a copy of which is attached thereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the Mayor and the City Council of the City of Wood Dale have reviewed the terms of the proposed Sub-Lease Agreement and hereby declare that it is in the best interests of the City and its residents to enter into a Sub-Lease Agreement with the Licensee for the purposes of providing coffee and other approved beverages, pre-packaged food, and related services to its commuter residents; 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: That the Sub-Lease Agreement, in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Agreement on behalf of the City, which signature shall be attested to by the City Clerk.

SECTION 4: 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 5: 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 6: That this Resolution shall be published as required by law.

SECTION 7: That this Resolution shall be in full force and effect from and after its adoption, approval and publication as provided by law.

PASSED this 22nd day of December, 2022.

AYES: 7

NAYS: 0

ABSENT: 0

APPROVED this 22nd day of December, 2022.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

EXHIBIT A

**CITY OF WOOD DALE/DIVISION STREET COFFEE BAR AND MARKET LLC.
SUB-LEASE AGREEMENT FOR VENDOR SERVICE
AT THE WOOD DALE METRA TRAIN STATION**

This Sub-Lease Agreement ("Agreement") is made and effective this 23rd day of December, 2022, by and between the City of Wood Dale ("City") and Melissa Gonzalez and Division Street Coffee Bar and Market LLC., of 336 S. Central Avenue, Wood Dale, Illinois 60191 ("Licensee").

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 Licensee 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 entered into a Sub-Lease with Danuta Katny, as 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

WHEREAS, Danuta Katny is no longer providing coffee and related services at the Licensed premises; and

WHEREAS, the City has secured a new Vendor to provide coffee and related services to its commuter residents; and

WHEREAS, the City desires to assign the Sub-Lease for the Leased Premises from the City to Division Street Coffee Bar & Market LLC., for the Term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW 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 accepts and approves said assignment and leases the Leased Premises to Licensee, and Licensee hereby leases the same from the City, for a Term beginning December 23, 2022, and ending April 30, 2023. This Lease may be extended in May of each year for succeeding additional one (1) year terms on the written Agreement of the Parties. The City shall use its best efforts to give Licensee possession as nearly as possible at the beginning of the Term.

2. Rental.

The Licensee shall pay to the City the sum of Ten and 00/100 Dollars (\$10.00) per month, and other good and valuable consideration for Term 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 the City 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 Licensee 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. Sub-Lease and Assignment.

The Licensee shall have the right to assign this Agreement to any other corporation with which the Licensee may merge or consolidate, to any subsidiary of Licensee, to any corporation under common control with Licensee, or to a purchaser of substantially all of Licensee's assets, so long as said Assignment is approved, in writing by the City. In such approved event, the Licensee 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 Licensee 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 Licensee. The Licensee 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 Licensee shall be responsible for payment of any general real estate taxes, if any, resulting from the Lease or the use of the Leased Premises as a result of said tenancy. Such taxes shall be paid to the City, for any taxable event is found as a result of this Agreement.

7. Permits.

The Licensee 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 Licensee 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 Licensee or any of Licensee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and the Licensee shall be responsible for the costs of repair not covered by insurance.

B. The Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee's purposes, then Licensee 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 Licensee'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 Licensee. The Licensee 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 Licensee'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 Licensee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond the Licensee'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 Licensee's purposes.

12. Default.

If default shall at any time be made by the Licensee 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 Licensee 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 Licensee, and such default shall continue for thirty (30) days after notice thereof in writing to Licensee 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 Licensee 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 Licensee 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 Licensee of its obligations hereunder, the City will keep and maintain the Licensee 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:

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

If to Tenant to:

Melissa Gonzalez
Division Street Coffee Bar & Market LLC.,
336 S. Central Avenue
Wood Dale, IL 60191

The City 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 Licensee, 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 Licensee 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 Licensee 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 Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee'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.

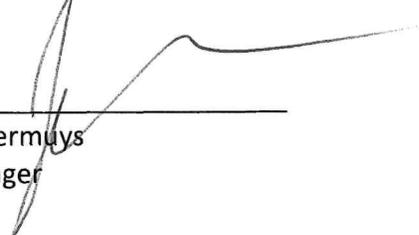
21. Governing Law/Venue.

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, Wheaton, Illinois.

IN WITNESS WHEREOF, the Parties have executed this Assignment of the Sub-Lease Agreement as of the day and year first above written.

CITY OF WOOD DALE

By:

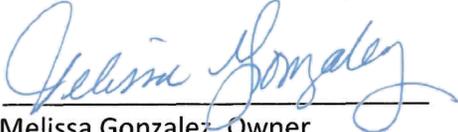


Jeffrey Mermuys
City Manager

SUB-LEASEE

**Division Street Coffee Bar & Market LLC.,
Melissa Gonzalez**

By:



Melissa Gonzalez, Owner
Division Street Coffee Bar & Market LLC.

DIVISION STREET COFFEE BAR & MARKET

PROPOSED MENU

DRINKS

	12 oz
Drip Breakfast Blend	S TBD
Espresso	S TBD
Americano	S TBD
Café Latte	S TBD
Capuccino	S TBD
Mocha	S TBD
Cold Brew	S TBD
Caffe Affogato	S TBD
Chai Tea Latte	S TBD
Matcha Green Tea Latte	S TBD
Brown Sugar Boba Tea	S TBD
Elderberry Hibiscus Iced Tea	S TBD
Peach Blossom White Tea	S TBD
Mango Kale Smoothie	S TBD
Berry Kale Smoothie	S TBD

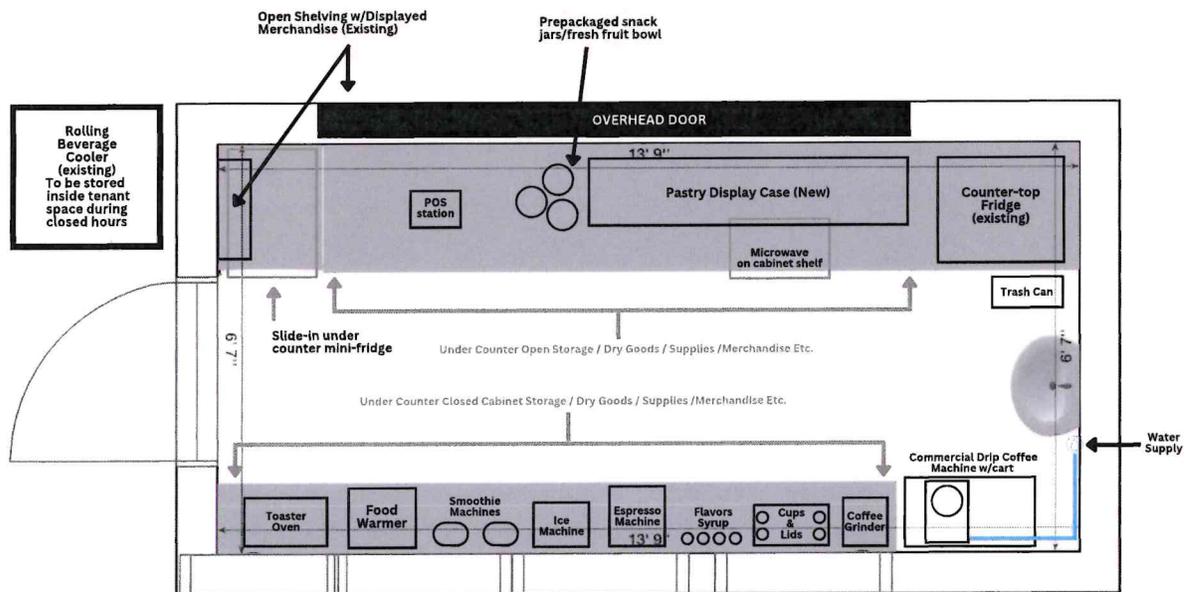
GOOD EATS

Muffin/Bagel	S TBD
Bagel	S TBD
Fresh Fruit	S TBD
Cinnamon Roll Waffles	S TBD
Blueberry Lemon Mini Pancakes	S TBD
Hazelnut Chocolate Crepes	S TBD
Breakfast Burrito Bowl	S TBD
Mini Quiche Trio	S TBD
Cheesecake Bite Trio	S TBD
Macarons Trio	S TBD
Biscotti	S TBD
Cake Pops	S TBD
Cookies	S TBD

*All food will be store bought or catered and/or warmed onsite.

DIVISION STREET COFFEE BAR & MARKET

PROPOSED SITE PLAN





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Jennifer Sherry Insurance Answer Center LLC (Answer Financial Inc.) manage-carrier-vendor-accounts@answerfinancial.com	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C, No, Ext): 855-566-1011</td> <td style="width: 50%;">FAX (A/C, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Support@coterieinsurance.com</td> </tr> </table>	PHONE (A/C, No, Ext): 855-566-1011	FAX (A/C, No, Ext):	E-MAIL ADDRESS: Support@coterieinsurance.com											
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E-MAIL ADDRESS: Support@coterieinsurance.com															
INSURED: Division Street Coffee Bar & Market LLC 199 E Division St Wood Dale, IL 60191-1911	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Company	41394	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTD	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC Other: _____	X	X	CBG-00060030-00	12/05/2022	12/05/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
	AUTOMOBILE LIABILITY: <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PER STATUTE</td> <td style="width: 50%; text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
		X													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The city Of Wood Dale 404 N Wood Dale Rd Frnt 1 Wood Dale, IL 60191-1586	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pete Buccola
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**EXTENSION OF THE SUB-LEASE FOR VENDOR SERVICE AT THE WOOD DALE
METRA TRAIN STATION BETWEEN THE CITY AND DIVISION STREET COFFEE
BAR & MARKET LLC.**

The Parties to the Sub-Lease for Vendor Service at the Wood Dale Metra Train Station, agree to extend the Term of the Sub-Lease, dated December 23, 2022, from May 1, 2023 through April 30, 2024, under the same terms and conditions as set forth in the *City of Wood Dale/Division Street Coffee Bar and Market LLC. Sub-Lease Agreement for Vendor Service at the Wood Dale Metra Station.*

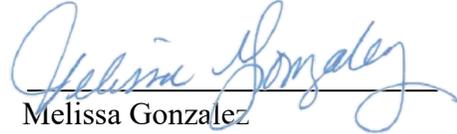
AGREED to by the Parties, as evidenced by the approval set forth below.

CITY OF WOOD DALE

**DIVISION STREET COFFEE
BAR & MARKET LLC.**



Jeffrey Mermuys
City Manager



Melissa Gonzalez
Division Street Coffee
Bar & Market LLC.

Dated May 31, 2023

Dated May 30, 2023