

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Dawn C. Didier, City Attorney

DATE: January 20, 2026

SUBJECT: **Amendment to the Service Agreement for Food and Beverage Concession Services at the Wheaton Public Library**

Request

Approve a resolution authorizing execution of an amendment to the Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library between the City of Wheaton and Awake Wheaton LLC.

Background

The City Council approved a Service Agreement with Awake Wheaton LLC for the provision of food and beverage concession services at the Wheaton Public Library on May 6, 2024. That Agreement set the monthly concession fee that Awake Wheaton pays to the City at \$1,000. The café has seen a decrease in patronage sales over the past few months due to the construction project at the Library.

Given the financial difficulties, and that the Library wishes to retain Awake Wheaton to provide these services, the Library Board of Trustees, at its December 15, 2025 meeting, approved a motion to temporarily reduce the monthly concession fee from \$1,000.00 to \$500.00 for the months of February through June 2026.

Budget Impact

The City will not receive a total of \$2,500 in fees for those five months.

Recommendation

Staff recommends that the City Council approve the resolution authorizing execution of the Amendment to the Service Agreement.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: ERICA BRAY-PARKER | LEAH BRICE | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

RESOLUTION R-2026-XX

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SERVICE AGREEMENT
FOR FOOD AND BEVERAGE CONCESSIONAIRE SERVICES AT THE WHEATON PUBLIC LIBRARY
BETWEEN THE CITY OF WHEATON AND AWAKE WHEATON LLC**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and Vendor entered into a Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library ("the Agreement") on May 6, 2024, in which the Vendor agreed to provide food and beverage concessionaire services at the Wheaton Public Library ("Library"); and

WHEREAS, the Agreement provides that the Vendor shall pay to the City a monthly concession fee of ten percent (10%) gross revenue or \$1,000.00, whichever is greater; and

WHEREAS, Vendor has seen a decrease in patronage sales over the past few months due to the construction project at the Library, and the Library wishes to retain the Vendor in the Library; and

WHEREAS, at its December 15, 2025 meeting, the Library Board of Trustees approved a motion to temporarily reduce the Vendor's monthly concession fee from \$1,000.00 to \$500.00 only for the months of February through June 2026; and

WHEREAS, the corporate authorities of the City find it reasonable and appropriate to enter into this Amendment to the Agreement with the Vendor, located at 798 Bristol St., Pingree Grove, IL 60140.

NOW, THEREFORE, BE IT RESOLVED by the by the Mayor and the City Council of the City of Wheaton, DuPage County, Illinois that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, this Amendment to the Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library No. 411 between the City and Awake Wheaton LLC to temporarily decrease the monthly concession fee owed to the City; and that a copy of that certain Amendment is on file in the City Clerk's Office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

**AMENDMENT TO SERVICE AGREEMENT FOR FOOD AND BEVERAGE
CONCESSIONAIRE SERVICES AT THE WHEATON PUBLIC LIBRARY
BETWEEN THE CITY OF WHEATON AND AWAKE WHEATON LLC**

This Amendment ("Amendment") to Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library (the "Agreement") is entered into as of this _____ day of January 2026 by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 W. Wesley Street, Wheaton, IL 60187, and Awake Wheaton LLC ("Vendor"), located at 798 Bristol St., Pingree Grove, IL 60140. City and Provider are at times collectively referred to hereinafter as the "Parties" and individually as "Party."

WHEREAS, the City is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and Vendor entered into the Agreement on May 6, 2024, in which the Vendor agreed to provide food and beverage concessionaire services at the Wheaton Public Library ("Library"); and

WHEREAS, the Agreement provides that the Vendor shall pay to the City a monthly concession fee of ten percent (10%) gross revenue or \$1,000.00, whichever is greater; and

WHEREAS, Vendor has seen a decrease in patronage sales over the past few months due to the construction project at the Library, and the Library wishes to retain the Vendor in the Library; therefore, the Parties have determined that it is for their mutual benefit to enter this Amendment to temporarily reduce the monthly fee.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment and such other sufficient considerations, the Agreement between the City and the Vendor, is hereby amended by mutual agreement as follows:

1. The recitals set forth above are incorporated herein as substantive terms and conditions of this Amendment and represent the intent of the parties.
2. Section 12.A., entitled Monthly Base Payment, of the Agreement shall be deleted in its entirety and replaced with the following:

"For the months of February, March, April, May and June of 2026, the Vendor shall pay to the City a monthly concession fee of \$500.00. Beginning on July 1, 2026, and continuing until the expiration of the term of the Agreement, the monthly concession fee shall increase back to ten percent (10%) gross revenue or \$1,000.00, whichever is greater. Payment shall be due on the first day of each month. The Vendor shall submit sufficient documentation to the City's Finance Director to show its gross revenue for each month. The fee paid shall be without notice or demand and without deduction or offset at City of Wheaton, Attn: Finance department, 303 W. Wesley St., Wheaton, IL 60187."
3. Section 16.G., entitled Notice, is amended by adding the address of the Vendor: 798 Bristol St., Pingree Grove, IL 60140.

4. All provisions of the Agreement shall remain in full force and effect, except as modified herein by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date and year written above.

CITY:

City of Wheaton

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

VENDOR:

Awake Wheaton LLC

By: _____

Date: 01/13/2026

Title: Owner