

Administrative-Finance Committee
August 5, 2013
6:00 p.m. – Conference Room

1. **Call to Order**
2. **Public Comment**
3. **Discussion Items**
 - a. **Resolution** – Rental Agreement with the Darien VFW for 7515 Cass Ave, Unit J
 - b. **Discussion** – Future Agreement to construct a 300 foot tower on the property to provide rental revenues and capital projects for the City of Darien
 - c. **Ordinance** – Liquor License Request from Café Smilga – 2819 83rd Street
 - d. **Ordinance** – Liquor License Request from Chuck’s Southern Comforts – 8025 Cass Ave
 - e. **Resolution** – Dental Insurance Renewal Agreement with Delta Dental
 - f. **Motion** – Release of Executive Session Minutes
4. **Other Business**
5. **Next Meeting – Tuesday, September 3, 2013**
6. **Adjournment**

AGENDA MEMO
Administrative/Finance Committee
August 5, 2013

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement to provide space in the Heritage Center at no cost to the Darien Memorial Post 2838, Veterans of Foreign Wars of the United States, Inc.

BACKGROUND/HISTORY

The City of Darien purchased the Heritage Center in 2007 and has been running the property as an income generating property since this time. Three businesses, JC Cuts, Darien Cleaners, and T&T Nails have left during this time, leaving vacant spaces that are difficult to rent out due to the uncertain development timeframe. The Darien Memorial Post 2838 has been looking for a space to operate. Under this agreement, the Darien Memorial Post 2838 would be provided the T&T Nails unit, which is larger and in better shape than the other units, to use as office and meeting space, and potentially to rent out for events at a later time. The benefits to the City of Darien include:

- Assisting a valuable non-profit group by providing a space to conduct their activities
- The group will care for and possibly improve the unit
- Increased traffic to the area will assist businesses and help keep up the mall appearance

The lease provides a one year term in which rent is not collected. The space itself needs work and the utilities are high, which will be the responsibility of the VFW, and their resources are limited. The lease can also be terminated with a 30 day notice, like all other tenants in the Heritage Center, in case a development opportunity or a need to remove tenants from the property arises.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

Not approving the agreement would be an alternate consideration.

Unit Lease

Heritage Center – 7515 Cass Avenue, Unit J, Darien, IL 60561

Monthly Rent – No rent will be charged through July 31, 2014

Term – Month-to-month lease beginning August 1, 2013 and ending with 30 days written notice from either the Lessor or the Lessee. The City of Darien may terminate the lease upon 30 days written notice for any reason, including opportunities to rent the unit to another business or organization.

Purpose – Darien VFW Post 2838 The Darien Memorial Post 2838, Veterans of Foreign Wars of the United States ("the Post") intends to utilize the space: as its primary meeting facility; offices for the conduct of any such business incident to its assistance to veterans, service members, their families, and the community; any associated fund raising activities to support the purposes and causes of the Post or the Veterans of Foreign Wars of the United States; for rental of the unit for private citizens to utilize for such activities including, but not limited to, parties, showers, banquets, etc.; a living museum commemorating the service of the Post's members and other area members of the Armed Forces; a business entity, where members, current Uniformed Service Members, and their guests may purchase food for consumption on the premises. Any such activities or purposes stated herein shall be subject to any regulatory requirements of the State and the City of Darien, pursuant to the issuance of any separate license required for the conduct of any such activities.

Lessee		Lessor
Darien Memorial Post 2838, Veterans of Foreign Wars of the United States, Inc.		City of Darien 1702 Plainfield Road Darien, IL 60561

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for the above stated purpose Unit J at the Heritage Center, 7515 Cass Avenue, Darien, IL. 60561 ("Premises"), on a month-

to-month basis. The City of Darien may terminate the lease with 30 days written notice for any reason, including opportunities to rent the unit to another business or organization.

1. Lessee shall occupy and maintain Unit J at 7515 S. Cass Avenue, Darien, Il. 60561 beginning August 1, 2013, with no rent due through July 31, 2014.
2. Lessee will pay all utilities, including but not limited to water, gas, electric, light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is in effect. In case said water, gas, electric, light and power bills are not paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition. The Lessor will provide a water meter for the unit.
3. The Premises shall not be sublet in whole or in part to any person other than the Lessee.
4. Lessee will not permit any unlawful or immoral act, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not keep, use or permit to be kept or used in or on the Premises or on any place contiguous thereto any dangerous materials.
5. Lessee has examined and knows the condition of the Premises and has received the same as is, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by the Lessor or its designated agent prior to or at the execution of this Lease that are not herein expressed. The Lessee shall have the right to construct a flagpole on or adjacent to the unit.
6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, and shall yield the same hack to Lessor upon the termination of this Lease, reasonable wear and tear excepted.
7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereto which Lessor may deem fit to make.
8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railing or walks, or from the backing up of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building which they are a part or from the escape of steam or hot

water from any radiator, it being agreed that said radiators are under the control of the Lessee, or for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, or for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease.
10. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and attorney's fees.
11. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either: (a) by delivering or causing to be delivered a written copy thereof; or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.
12. Lessee shall procure from companies satisfactory to Lessor, and shall maintain during the term of this Lease, at its own cost and expense, a policy of insurance in the form satisfactory to Lessor, insuring both Lessor and Lessee, as their interest may appear as follows: Public Liability covering the Premises and the use and operation thereof for bodily injury as to each person and as to each accident and for property damage as Lessor may from time to time require. At the commencement of the Lease, said limits shall be \$500,000 for bodily injury, per occurrence, and \$1,000,000 for property damage, per occurrence, with the City of Darien named as additional insured. This insurance must be procured and maintained by Lessee under the provisions of this Lease and shall not be subject to cancellation. All insurance policies required to be furnished hereunder, together with receipts or other documents satisfactory to Lessor showing payment of premiums thereon, shall be deposited with Lessor prior to the commencement of the term of this Lease, and renewals thereof not less than thirty days prior to the expiration of the term of such coverage.

13. Lessee agrees to indemnify and hold harmless Lessor against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Lessee in the Premises, or from any breach or default on the part of Lessee in the performance of any covenants or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or negligence of Lessee, its agents, contractors, servants, employees, or concessionaires in or about the Premises. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice by Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.
14. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be held invalid, or unenforceable by a court having competent jurisdiction, the remainder of this Lease or any other clause, phrase, provision or portion hereof shall remain in effect, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Lessor

Lessee

Title

Date

Date

AGENDA MEMO
Administrative/Finance Committee
August 5, 2013

ISSUE STATEMENT

Discussion on a future agreement to construct a 300 foot tower on the property to provide rental revenues and capital projects for the City of Darien

BACKGROUND/HISTORY

The City of Darien executed an agreement with World Class Wireless in May to allow them use of the existing tower at Public Works for a wireless project. After conducting a structural analysis on the tower, it was determined they could not put up their projects because the tower is at capacity. They have already paid to Darien a capital contribution and first year rent, a total of \$73,000. These monies would need to be returned if an agreement could not be made.

Staff worked with the company to investigate alternatives. They have agreed to construct a new tower next to the salt storage building and deed the tower to the City of Darien in exchange for a right to keep equipment on it for the term of their lease. The City of Darien would be able to market and rent other spots on the tower (estimated to be eight additional projects, depending on the scope of each project). Currently the City of Darien has been getting \$25,000 as an initial buy-in on each project and \$4,000 per month in rent. Additionally, they have agreed to contribute the capital cost to bring city water to the public works building and to reconfigure parking in the lot, which can be difficult.

The timeframe on this project is tight, as the company would like to get the tower constructed by October 1, 2013. We have received a draft agreement, but it has not yet been fully negotiated and reviewed by Staff and the City Attorney. A variation is also required due to the height of the tower and the setbacks. Staff wanted to discuss this item with the Administrative/Finance Committee as early as possible to obtain feedback so it could be voted on at the September 3, 2013 City Council meeting.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving an agreement.

ALTERNATE CONSIDERATION

Not approving the agreement is an alternate consideration.

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "**Landlord**") and World Class Wireless, LLC, a Delaware limited liability company, having a mailing address of 600 W. Suite 610, Chicago Avenue, Chicago, IL 60654(hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a communications tower ("**Tower No. 1**"), together with all rights and privileges arising in connection therewith, located at 1041 South Frontage Road, in the City of Darien, in the County of DuPage, State of Illinois 60561. Landlord and Tenant previously entered into a Structure Lease Agreement dated May 20, 2013 (the "Original Agreement"), with respect to premises located at 1041 South Frontage Road, Darien, Illinois for installation and construction of Tenant's Communication Facility upon Landlord's Tower No. 1.

Pursuant to a Structural Analysis Report prepared by Paul J. Ford And Company, dated June 24, 2013, it has been determined that Tower No. 1 is structurally inadequate to accommodate Tenant's antennas and associated equipment; the parties have agreed that Tenant shall construct a second tower upon Landlord's same property (the "**Tower**"), as more fully described on **Exhibit 1** (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties further agree to terminate the Original Agreement as of the Commencement Date of this Structure Lease Agreement (the "Agreement") and the terms and conditions set forth in this Agreement shall prevail.

The parties agree as follows:

1. **CONSTRUCTION OF TOWER.**

(a) Tenant shall construct a self-supporting tower, at a height of approximately three-hundred feet (300'). The Tower shall be constructed in good and workmanlike manner and in accordance with specifications mutually and reasonably agreed to by the parties hereto.

(b) Upon completion of the Tower, Tenant shall convey to Landlord the rights, ownership, and interest in the Tower through a Bill of Sale free and clear of all liens and encumbrances. All rights, obligations, and liabilities to the Tower as of the date of transfer of ownership shall become the responsibility of the Landlord less any outstanding issues to be corrected by Tenant such as, but not limited to, any existing or outstanding Tenant liabilities or obligations, any structural, design, and operations issues.

~~2. **COLLOCATION BY LANDLORD.** Landlord shall agree that subsequent tenants, on the Tower, shall each be required to pay a one-time capital contribution fee of \$50,000.00 of which Landlord~~

~~and Tenant shall both receive fifty percent (50%). Such fee shall be due and payable within forty five (45) days of the full execution of the respective collocation agreement.~~

3. PREMISES.

(a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of approximately 12 square feet for Tenant's equipment shelter ("**Equipment Space**") and

(ii) vertical space on the Tower, located to include all vertical space beginning at a height of two hundred and sixty feet (260') up to two hundred and eighty feet (280') ~~two hundred and eighty feet (280') up to three hundred feet (300')~~ ("**Antenna Space**"), together with such easements as are necessary for installation, operation and maintenance of Tenant's antennas as described on attached **Exhibit 2**; and

(iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "**Connections**"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "**Premises.**"

(b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition on the date of this Agreement, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) If during the term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property which includes (without limitation) the remainder of the Tower) or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or, materially limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

4. PERMITTED USE. Tenant may use the Premises for the transmission and reception of Tenant's communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises for the transmission and reception of Tenant's communications signals (collectively, the "**Communication Facility**") as depicted on **Exhibit 2** attached hereto, as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**") provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on **Exhibit 2**. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on **Exhibit 2**. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, and Landlord does not require such additional portion of the Property for Landlord's own purposes, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

5. TERM.

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term will be five (5) years ("**Initial Term**"), commencing on the date Tenant delivers to Landlord the Bill of Sale pursuant to Paragraph 1 of this Agreement ("**Commencement Date**").

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s), each term shall be defined as the "**Extension Term**", upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

(d) If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover**").

Term"), subject to the terms and conditions of this Agreement with monthly rent equal to ~~One Hundred Fifty percent (150%) of the then current rent amount.~~ \$8,000 per month.

6. RENT.

(a) Within 30 days after the Commencement Date, Tenant agrees to pay to Landlord, as a one-time capital contribution, in the amount of \$40,000.00.

(b) Notwithstanding the foregoing, in exchange for Tenant constructing the Tower, and transferring full title and ownership of the Tower to Landlord, Landlord agrees to reimburse Tenant for costs incurred by Tenant ("Cost") in association with the construction and installation of the Tower. Said reimbursement shall be in the form of rent abatement ("Rent Abatement") beginning on the Commencement Date with such Rent Abatement continuing through the Term of the Agreement.

7. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right within ninety (90) days after the Effective Date to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

8. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 17 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant reasonably determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon written notice to Landlord for any reason at any time within one hundred twenty days after the Effective Date, but prior to commencement of construction of the Tower by Tenant, and, upon Landlord's receipt of such written notice, Tenant's obligation to construct the Tower as contemplated in this Agreement shall cease and the terms of this Agreement shall become null and void; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason after the Commencement Date

9. INSURANCE.

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or

death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

(c) Landlord agrees that at its own cost and expense, Landlord will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence, or will maintain adequate self-insurance against such occurrences.

10. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further warrants that it will operate, keep and maintain the Communication Facility at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Tenant further agrees to cooperate with other authorized users of the Property to identify and eliminate interference problems, and Tenant agrees to cooperate with Landlord and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

11. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

(d) The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

12. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

13. ENVIRONMENTAL.

(a) Landlord represents and warrants that, to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property. Tenant represents and warrants that it will not store, use or release hazardous substances on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Landlord acknowledges and agrees that Tenant shall have no liability for any hazardous substances located on the Premises or the Property or any environmental or other conditions on or affecting the Property as of the date of this Agreement.

(c) The indemnifications of this Paragraph 13 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 13 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

14. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 14, such failure shall be a default under this Lease. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

15. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

16. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good, neat and orderly condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord

acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) The Landlord reserves the right to perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with one hundred twenty (120) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. Tenant's installation, operation and maintenance of the Communication Facility on the Premises shall not damage nor unreasonably interfere with the Landlord's operation, use, repair and maintenance of the Tower for its intended purpose.

(d) Landlord covenants that it will keep the Tower in good repair as required by all applicable laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Landlord fails to make repairs required for compliance with FCC regulations, the Tenant may make the repairs and the costs thereof shall be payable to the Tenant by the Landlord on demand; provided, however, Tenant has first complied with the default and right to cure provision of Paragraph 17 of this Agreement. If the Landlord does not make payment to the Tenant within ten (10) days after such demand, the Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Tenant to the Landlord.

17. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

18. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer this Agreement, without the approval or consent of Landlord, to Tenant's parent, affiliates, subsidiaries of its

parent or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may sublease the Premises with the approval and consent of Landlord.

19. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: World Class Wireless, LLC, a Delaware limited liability company
600 W. Chicago Avenue,
Suite 610
Chicago, IL 60654
Attn: Contracts Manager

If to Landlord: City of Darien
Attn: City Administrator
1702 Plainfield Road
Darien, Illinois 60561

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

- (b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 19(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord
 - (i) a. Old deed to Property
 - b. New deed to Property
 - c. Bill of Sale or Transfer
 - d. Copy of current Tax Bill
 - e. New W-9
 - f. New Payment Direction Form
 - g. Full contact information for new Landlord including all phone numbers

20. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

21. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the

date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

22. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within thirty (30) days of the casualty. If any part of the Communication Facility or Tower is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then either Tenant or Landlord may terminate this Agreement by providing written notice to the other party within sixty (60) days from the date of such damage or destruction, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord undertakes to rebuild the Tower or if Tenant undertakes to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent for: (i) three (3) months from the date of such damage or destruction, or (ii) until such time as Tenant is able to activate a replacement transmission facility at another location or (iii) until the reconstruction of the Communication Facility is completed, whichever occurs first. If this Agreement has not been terminated and Landlord is undertaking the reconstruction of the Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower is completed.

23. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

24. TAXES.

(a) Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property and all real property taxes levied and assessed against Tenant's leasehold interest in the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for the year covered by the assessment. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding there from any unassessed square footage used by Tenant, e.g., the rooftop) relative to taxable portion of Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)); provided, however, that if such method results in an inequitable allocation of taxes to Tenant, in Tenant's reasonable opinion, the parties shall mutually agree upon a methodology for equitably allocating Tenant's proportionate share of taxes. At the request of either party, the other shall provide evidence of payment of taxes and Tenant shall have the right to audit Landlord's books and records relating to taxes.

(b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the

expense of the contest is borne by Tenant. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within thirty (30) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

25. SALE OF PROPERTY.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell or lease any areas of the Property for the installation, operation or maintenance of other specific wireless communications facilities if such installation, operation or maintenance would materially interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expenses of Landlord or Landlord's prospective purchaser, and not Tenant. Any such testing shall be performed within thirty (30) days of notice from Landlord of its intent to sell or lease any part of the property for installation of other wireless telecommunications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant or in violation of FCC technical requirements, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 25 shall in no way limit or impair the obligations of Landlord under Paragraph 10 above.

26. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

WITNESSES:

Print Name: _____

"LANDLORD"

The City of Darien, an Illinois corporation

By: _____

Name: _____

Its: _____

Date: _____

"TENANT"

World Class Wireless, LLC

By:

Name:

Title:

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of World Class Wireless, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF THE PROPERTY

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and World Class Wireless, LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows:

EXHIBIT 2

DESCRIPTION OF PREMISES

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and World Class Wireless, as Tenant.

The Premises are described and/or depicted as follows:

State: Illinois
County: DuPage

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ___ day of _____, 20___, by and between The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as "**Landlord**") and World Class Wireless, LLC, having a mailing address of 600 W. Suite 610, Chicago Avenue, Chicago, IL 60654 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Commencement Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

"LANDLORD"

The City of Darien, an Illinois corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

World Class Wireless , LLC

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____
Its: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and World Class Wireless , LLC, as Tenant.

AGENDA MEMO
Administrative/Finance Committee
August 5, 2013

Issue Statement

Approval of an Ordinance increasing the number of Class K liquor licenses from three to four at the request of Café Smilga.

Background/History

The City of Darien currently has three Class K liquor licenses, and all are accounted for by Buona Beef, Hokkai, and Red Bowl. Café Smilga has requested a license, due to a competing Lithuanian restaurant, Old Vilnius, was granted one last year.

Staff spoke with Vladas Kriauciunas, the owner requesting the liquor license. He said the restaurant was interested in serving beer and wine only, which is a Class K license. The license he requested, F, is for Chuck E. Cheese and is for children and their families and theatrical performances. Therefore staff has presented an increase in the Class K license.

Staff/Committee Recommendation

As directed.

Alternate Consideration

As directed

Vladas Kriauciunas
Owner
Café Smilga
2819 83rd Street
Darien, IL 60516

June 11, 2013

County Clerk of DuPage
Dupage County Liquor Commission
421 N County Farm Road
Wheaton, IL 60187

Dear Clerk,

I am writing you in regards to obtaining a Class F license.

Café Smilga was established on 2004 in the city of Darien, IL. We are serving authentic homemade Lithuanian food.

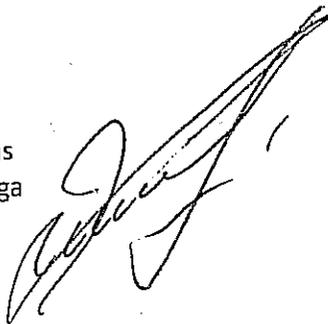
Last year, a competing restaurant, Old Vilnius, opened a new restaurant just one mile away from our establishment. Like Café Smilga's, they are serving authentic Lithuanian food. However, because of their ability to serve alcohol, our business has suffered severe financial damage. Most of our employees work at this place from the very beginning. We are afraid that pretty soon they can lose their main income.

We are in business for almost nine years – all the taxes are paid on time. And we would like continue being a valid member of the city of Darien. We believe that Class F license could improve our business significantly.

Thank you for your support. If you need any additional information, please contact me at 630 935 5073

Sincerely,

Vladas Kriauciunas
Owner, Café Smilga

A handwritten signature in black ink, appearing to read 'Vladas Kriauciunas', written over a light blue horizontal line.



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

LIQUOR LICENSE APPLICATION Cover Page

PLEASE TYPE OR PRINT CLEARLY

CORPORATE NAME: VLADIAS KITCHENETTE INC DBA: CAFE SMILGA

APPLICANT NAME: DYGLIENE JOLITA
LAST FIRST M.I.

BUSINESS ADDRESS: 2819 83rd ST DARIEN IL BUS. PHONE: 630-935-5073

APPLICANT'S REPRESENTATIVE: 60452
KRIAUCIUNAS VLADIAS
(Contact Person or Attorney) LAST FIRST M.I.

ADDRESS: 7036 CAMBRIDGE RD BUS PHONE: 630-935-5073

CITY DOHNERS GROVE STATE IL ZIP CODE 60516

DATE OF BIRTH: 5/21/1958

*****FOR OFFICE USE ONLY*****

Corp. Papers Lease Copy Insurance Yrly. Fee (varies) Other

ELABORATION OF ABOVE ITEMS (If needed) _____

COPY OF APPLICATION FORWARDED TO THE CHIEF OF POLICE ON _____

MISC. NOTES: _____

Application Approved: _____ LICENSE NUMBER ISSUED: _____

Liquor Commissioner

RETAIL LIQUOR DEALER'S LICENSE APPLICATION
CITY OF DARIEN, ILLINOIS

New Application
 Renewal Application

Date _____

BUSINESS NAME: VLADAS KITCHENETTE INC CITY LICENSE # _____

APPLICANT NAME: DYGLIENE JOLITA SALES TAX # 3519-5630

BUSINESS ADDRESS: 2819 83rd ST DARIEN IL 60452 BUS. PHONE # 630-935-5073

MAILING ADDRESS FOR CORRESPONDENCE: 7036 CAMBRIDGE RD DOWNERS GROVE IL
60516

TO: City of Darien Liquor Control Commissioner

Pursuant to the provisions of Title 3, Chapter 3, LIQUOR CONTROL REGULATIONS, of the City Code of Darien, 1994 (as amended), regulating the sale of Alcoholic Liquors in the City of Darien, County of DuPage, State of Illinois, and all amendments thereto now in force and effect, the undersigned hereby makes application for a retail liquor dealer's license:

License Class: F Fee: \$1500

For Period: July 1, 2013 to June 30,

The undersigned hereby also certifies (certify) to receiving a copy of Ordinance 0-39-94, Liquor Control Regulations and to the following facts, and agrees (agree) that any license issued shall be issued on the basis of the following facts, and that if any of the following facts are changed, without prior approval of the Liquor Control Commissioner, said license may be revoked or suspended at the sole discretion of the Liquor Control Commissioner.

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-11 OF THE DARIEN CITY CODE

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 5th DAY OF AUGUST, 2013

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this _____
_____ day of _____, 2013.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-11 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-11 of the Darien City Code, "Class D License," is hereby amended to provide as follows [deleted language stricken]:

3-3-7-4: CLASS D LICENSE:

(C) The number of class K licenses shall be ~~three (3)~~ four (4).

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Administrative/Finance Committee
August 5, 2013

Issue Statement

Approval of an Ordinance extending the hours of alcohol service for establishments with a Class D liquor license.

Background/History

Chuck's Southern Comfort Café recently opened on Cass Avenue. They were given a Class D liquor license, which restricts the hours for serving alcohol on weekends before 11 am on Saturdays and noon on Sundays. After opening, they were looking forward to football season, where many games start at noon. For the games, many people arrive early, and Chuck's Southern Comfort Café thought there would be demand from their patrons for drinks such as bloody marys and mimosas and wanted to accommodate their customers.

The original request was just to move the hours to 10 am on Sunday but after discussing with staff, college football games would also be a possibility so Saturday hours were amended in the proposed ordinance. The Class D liquor license holders in the City of Darien this would affect are currently Aodake, Mi Hacienda, TGI Friday, Chuck's Southern Comfort, Old Vilnius Café, The Patio, and La Notte.

Staff/Committee Recommendation

Staff recommends approving the extended hours.

Alternate Consideration

Not approving the extended hours would be an alternate consideration.

From: James Pine [<mailto:jpine4@comcast.net>]
Sent: Tuesday, June 11, 2013 7:41 PM
To: Dan Gombac
Cc: Kathy Weaver; Bryon Vana; Michael Griffith; Bryant Banaszak; Lisa Cortez; Maggie Coots; charles pine; accostianu
Subject: RE: Liquor License Sunday Hours

Hey Dan,

It would be great if we could make it for every Sunday and 10 AM. My thinking is that a lot of sporting events start around noon and butts are in the seats between 11-11:30 AM and believe it or not we get a descent demand for Bloody Mary's and Mimosa's with patrons late morning meals so it would be really nice to accommodate them. I hope this is not causing too much trouble.

Thanks

James C Pine
Chuck's Southern Comforts Café & Banquets, Inc
8025 S Cass Ave
Darien, IL 60561
C-708-670-2051

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Monday, June 10, 2013 3:27 PM
To: Jim Pine (jpine4@comcast.net)
Cc: Kathy Weaver; Bryon Vana; Michael Griffith
Subject: Liquor License Sunday Hours

Good afternoon Jim:

Again, everyone I spoke to enjoyed your food over the weekend. Regarding our conversation yesterday in reference to sales and consumption of liquor prior to noon on Sunday, we will need to amend the ordinance. Please let us know the specific time you are looking to begin selling alcoholic beverages on Sunday. Also, please confirm if you intend to have the ordinance include every Sunday or only the Sundays that the Bear's play on.

Daniel Gombac
Director of Municipal Services
630-353-8106

To receive important information from the City of Darien
sign up for our electronic newsletter:
DARIEN DIRECT CONNECT

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-4 OF THE DARIEN CITY CODE

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 5th DAY OF AUGUST, 2013

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this _____
_____ day of _____, 2013.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-4 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-4 of the Darien City Code, "Class D License," is hereby amended to provide as follows [deleted language stricken]:

3-3-7-4: CLASS D LICENSE:

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays **and Sundays** when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a class D liquor license between the hours of two o'clock (2:00) A.M. **and ten o'clock (10:00) A.M.** ~~eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquors under a class D liquor license between the hours of two o'clock (2:00) A.M. and twelve o'clock (12:00) noon.~~ The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

ORDINANCE NO. _____

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Administrative/Finance Committee
August 5, 2013

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with Delta Dental to renew the employee dental insurance program through October 1, 2015.

BACKGROUND/HISTORY

Employees for the City of Darien have the opportunity to elect dental coverage through Delta Dental of Illinois. The City runs this program and deducts premiums from employee paychecks, but does not contribute monetarily to the program. All costs associated with the program are the responsibility of the employees, so there is no cost to Darien. Employees seem to be satisfied with the existing program, as they are able to select their own dentist or go out of network, and very few complaints have been received.

Employees have the option to select an HMO or PPO option. The HMO significantly restricts your options for dentists, so it is low cost but not a popular option. The PPO is much more popular and rates are based on claims experience. Delta Dental is a non-profit and therefore we are able to examine costs and rates each renewal period. During the last year, City of Darien employees have made more claims than were paid out in premium. Delta Dental needs to recover the amount paid in claims as well as administrative costs to run the organization and the program. Because of this, they offered an 11.6% increase to the PPO and a 3% increase to the HMO for one year. Staff went back and negotiated a second year using these same rates, which essentially amounts to no increase in the second year of the arrangement. This provides some stability to the increasing rates.

If the City of Darien were to go to other companies, because we know the claim data we know the pricing would not change significantly. Other companies or organizations may also have different networks of dentists, requiring employees to change dentists. Because there is no cost to the City, there is not a great potential for savings, and changing could be a hassle to employees that choose to participate, Staff believes the best option at this time is to renew for two years at the proposed rate increases.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the renewal.

ALTERNATE CONSIDERATION

Not approving the renewal and going to another company would be an alternate consideration.



Renewal Package

for

CITY OF DARIEN

Presented By:
Kathy Nelson
Account Manager
Delta Dental of Illinois (DDIL) / TruAssure Insurance Company (TAIC)
111 Shuman Boulevard
Naperville, IL 60563

Phone 630-718-4774
Fax 630-983-4174
knelson@deltadentalil.com

**This renewal package is for an effective date of
October 1, 2013**

Confidentiality Agreement

By accepting this renewal, you agree that all information is confidential and has been provided by Delta Dental of Illinois / TruAssure Insurance Company for your use or that of the specified client only. Therefore, you agree not to disclose any information (except to the specified client, broker, consultant or agent) without the express written permission of Delta Dental of Illinois / TruAssure Insurance Company. It is acknowledged that information to be furnished in this renewal is in all respects confidential in nature, other than information that is available in the public domain through other means. Use or disclosure of information contained in this plan is strictly forbidden without obtaining written consent of Delta Dental of Illinois / TruAssure Insurance Company.

Upon request, this document is to be immediately returned to Delta Dental of Illinois / TruAssure Insurance Company, 111 Shuman Boulevard, Naperville, IL 60563.



Plan Design Exhibit
Current Plan

Renewal Date: 10/01/13

PPO Plan Summary			
	Delta Dental PPO*	Delta Dental Premier**	Non Network
Individual Annual Maximum	\$1,000	\$1,000	\$1,000
ToGo SM feature	Included	Included	Included
Deductible Individual	\$50	\$50	\$50
Family	\$150	\$150	\$150
Diagnostic / Preventive	100%	100%	100%
Deductible applies	No	No	No
Basic Restorative	80%	80%	80%
Deductible applies	Yes	Yes	Yes
Endodontics	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Periodontics			
Non-surgical	50%	50%	50%
Surgical	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Major Restorative	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Orthodontics			
Coverage coinsurance	50%	50%	50%
Individual lifetime maximum	\$1,500	\$1,500	\$1,500
Dependents eligible to age	19	19	19
Full-time students eligible to age	19	19	19
Adult coverage	No	No	No
Individual deductible applies	No	No	No
Dependent Eligibility			
Dependents eligible to age	26	26	26
Full-time students eligible to age	26	26	26

*Delta Dental PPO dentists agree to accept payment based on the lesser of the submitted fee or the PPO discounted fee schedule, which is established at a level that typically delivers a 15 – 35 percent discount off of average billed charges nationally.

**Delta Dental Premier network dentists agree to accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance (also known as "Usual & Customary" fee).

Delta Dental PPO and Delta Dental Premier dentists cannot balance bill the enrollee for the difference between Delta Dental's allowed fee and the dentist's actual charge.

This document is only intended to be a brief summary of current benefits. If you have any questions regarding specific benefit coverage, limitations or exclusions, please refer to your Delta Dental of Illinois certificate of coverage. The certificate of coverage will take precedence over any differences in plan design.



Financial Exhibit
Current Plan

Renewal Date: 10/01/13

Renewal Underwriting Claim Calculation

Prior Period 10/02/11 thru 09/30/12
 Current Period 10/01/12 thru 09/30/13
 Renewal Period 10/01/13 thru 10/01/14

	Current	Prior
Paid Claims	\$35,544.72	\$26,343.45
Incurred But Not Reported Adjustment	\$883	\$655
Incurred Claims	\$36,428	\$26,998
Exposures	480	458
Average Incurred Claim Cost	\$75.89	\$58.95
Trend	1.05	1.10
Trended experience	\$79.70	\$65.02
Dep. Ratio adjustment	1.00	1.00
Benefit/Network Adjustments	1.00	1.00
Projected Paid Claims	\$79.70	\$65.02
Experience Period Weighting	85.00%	15.00%
Blended Experience Composite		
	\$77.50	
Manual Composite	\$64.84	
Experience Credibility	30.00%	
Total Projected Composite	\$68.63	
Projected Enrollment		
	40	
Projected Net Paid Claims	\$32,945	
Retention		
	13.50%	
Commission		
	0.00%	
Total Needed Premium	\$38,086	
Current Annual Premium		
	\$34,113	
Blended Rate Adjustment	11.6%	
Underwriting Requested Adjustment		
	11.6%	

Current Enrollment	Current Rates	24 Month Renewal Rate	% Increase
Employee 15	\$32.86	\$36.69	11.6%
EE+SP/EE+1 11	\$64.45	\$71.96	11.6%
Family 14	\$117.21	\$130.86	11.6%



Financial Exhibit
Current Plan

Renewal Date: 10/01/13

Proposed Renewal - PPO

	Current Enrollment	Current Rates	24 Month Renewal Rate	% Increase
Employee	15	\$32.86	\$36.69	11.6%
EE+1	11	\$64.45	\$71.96	11.6%
Family	14	\$117.21	\$130.86	11.6%
Annual Expense:		\$34,113.48	\$38,086.39	11.6%

Proposed Renewal - DHMO Plan 285

	Current Enrollment	Current Rates	24 Month Renewal Rate	% Increase
Employee	4	\$18.13	\$18.67	3.0%
EE+1	2	\$35.38	\$36.44	3.0%
Family	4	\$48.43	\$49.88	3.0%
Annual Expense:		\$4,044.00	\$4,165.32	3.0%

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single	19
Family	31
Total	50

During the current experience period, CITY OF DARIEN averaged 50 enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All Delta Dental of Illinois standard processing policies, limitations and exclusions apply.

Delta Dental of Illinois reserves the right to recalculate rates in the event of any of the following:

- Change in effective date.
- The number of eligible and/or enrolled employees changes by more than 10% from that identified in this quote.
- The number of enrolled employees falls below the required 40 to maintain individually underwritten status.
- New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO	0.0%
Fully Insured DHMO	0.0%

Acceptance of Renewal

Please acknowledge your acceptance of these terms by signing below and returning this page to your Account Manager.

Kathy Nelson
Delta Dental of Illinois
111 Shuman Boulevard
Naperville, IL 60563
Phone 630-718-4774 Fax 630-983-4174

If we do not receive notification from you at least **30 days prior to your renewal date**, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

AGREED AND ACCEPTED (Current Plan):

CITY OF DARIEN DDIL #10478 ALL

By: _____ Date: _____

Title: _____

Please help keep our records current by providing your current contribution levels: _____ % Employee _____ % Dependent

LW/JAP

AGENDA MEMO
Administrative/Finance Committee
Meeting Date: August 5, 2013

ISSUE STATEMENT

Approval of recommendation releasing executive session minutes that no longer requires confidentiality.

BACKGROUND/HISTORY

Executive session minutes are required to be reviewed in six month cycles. The executive session minutes that no longer require confidentiality are then released as all other public meeting minutes are. Attached is a chart showing the minutes currently classified as confidential. The chart also shows minutes recommended for release. Minute dates noted with * and **bold** are recommended for release. The executive session minutes are kept in the Clerk's office for your review.

STAFF/COMMITTEE RECOMMENDATION

The Staff recommends release of the minutes as shown in the attached chart.

ALTERNATE CONSIDERATION

Revise list of minutes to be released based on need to keep confidential.

DECISION MODE

This will be placed on the August 19, 2013, City Council meeting for formal consideration.

CURRENT UNRELEASED EXECUTIVE SESSION MINUTES

	2003		
	May 5, 2003 –Litigation- first 3 paragraphs only		
	May 19, 2003 – Litigation – last paragraph only		
	2004		
	January 19, 2004 Litigation		
	April 5, 2004 – Litigation		
	2009		
	April 20, 2009 – setting price for sale or lease		
	2012		
*	August 20, 2012 - Litigation		
	2013		
	February 4, 2013 – Sale or Lease of Real Estate		
	May 6, 2013 – Collective Bargaining, Sale or Lease of Real Estate		
	June 17, 2013 - Personnel		

*** - INDICATES DATE OF MINUTES RECOMMENDED FOR RELEASE.
ONLY THOSE SUBJECTS IN BOLD ARE RECOMMENDED FOR RELEASE**