



Property Committee Agenda
Room 400, Government Center
Thursday, August 6, 2009
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 2, 2009
3. Departmental Matters:
 - A. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of ST Network Lease: 200 W. Front Street, Bloomington, IL 1-9
 - b) Request Approval of McLeodUSA Lease: 200 W. Front Street, Bloomington, IL 10-25
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Information:
 - a) General Report 26
 - b) Other
4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry L. Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: July 27, 2009

Subj: **Request Approval of ST Network Lease: 200 W. Front Street**

The current lease with ST Network Services LLC, for the small communications antenna on top of the penthouse roof at 200 W. Front Street, Bloomington, Illinois (the McLean County Health Department) expires on August 31, 2009. This firm has had a lease for their small antenna on top of our building for over 20 years. All options to renew the current lease are now expired and it is time for a new lease.

Attached, we have negotiated a new three-year Lease Agreement to begin on September 1, 2009. The lease contains two (2) options to renew, each for another year at the expiration date of the initial term. Rent is to increase to \$274.10 per month in the new lease, with additional increases in succeeding renewal periods.

Ms. Hannah Eisner, First Assistant States Attorney, has reviewed the enclosed lease and finds it acceptable with County standards and policies. The 10' tall thin whip antenna does not interfere with any County or other tenant equipment. We have factored this tenant revenue into our Recommended FY 2010 McLean County Budget. The County incurs no expenses on this equipment other than a small box that sits on the floor of the Penthouse and is plugged into the house current. This small box does not use more than \$15.00 of electricity per month.

Because we have had no problems with this tenant to permit their antenna location on top of our building, and because it generates revenue for the County on a long-term basis each year, we therefore request and recommend your kind approval of this Lease Agreement at the August Property Committee. We will be pleased to answer any questions you may have at that time.

Thank you.

enclosure

cc: Ms. Hannah Eisner

ANTENNA SITE LEASE AGREEMENT

- 1.1 **Landlord:**
McLean County
Government Center
115 E. Washington St.
Bloomington, IL 61702-2400
Attn: Jack Moody, CFM
(309) 888-5192
- 1.2 **Rent Shall be Payable to:**
McLean County Treasurer
Government Center
115 E. Washington Street
Bloomington, IL 61702-2400
- 1.3 **Landlord's Taxpayer Identification Number: E9994-9946-05**
- 1.4 **Tenant:**
ST Network Services LLC
- 1.5 **Tenant's Address/Phone No.:**
1720 Lakepointe Drive, Suite 100
Lewisville, TX 75057
Attn: Site Accounting
(214) 222-6310
- 1.6 **Landlord's Property**

The building ("Building") or tower ("Tower") located at
200 W. Front
Bloomington, IL
- 1.7 **Leased Premises**
Certain space on the roof/parapet wall/chimney of the Building or the Tower upon which Tenant shall install its antenna(s) (the "Antenna Space"), and certain space inside the Building where Tenant shall install its radio equipment (the Equipment). (Attachment "A" is drawing of roof.)
- 1.8 **Lease Commencement Date**
September 1, 2009
- 1.9 **Initial Lease Term**
Three (3) Years
- 1.10 **Extension Term(s)**
Two (2) additional terms of one (1) year each
- 1.11 **Rent during Initial Term**
\$ 3,290.28 annually or
\$ 274.19 monthly
- 1.12 **Rent during Extension Terms**
Rent for the first (1st) one (1) year extension term shall be \$282.42 per month;

Rent for the second (2nd) three (1) year extension term shall be \$290.89 per month.
- 1.13 **Tenant's Rights.**
To install, maintain, operate, replace or remove any or all of Tenant Equipment on the Leased Premises, and including the right to access and obtain electric and telephone utility service as required, all at Tenant's sole cost and expense. Landlord shall grant Tenant free and unrestricted rights of access to the Leased Premises at all times while this Agreement is in effect.
- 1.14 **Tenant's Use of the Leased Premises:**
Tenant may install, operate, maintain, replace and remove wireless antenna(s) and related radio communications equipment on and/or in the Leased Premises. All of Tenant's radio Equipment shall be labeled with Tenant's name, call sign, transmitting frequency and location.

General Terms and Conditions

2. Initial Term; Rent; Extension Term(s)

2.1 **Initial Term.** The Initial Term of this Lease shall commence on September 1, 2009 (the "Commencement Date"), and shall expire at midnight on the day preceding the second anniversary of the Commencement Date.

2.2 **Rent.** For so long as this Agreement is in effect, Tenant shall pay Rent to Landlord in the amounts set forth in Section 1.11 and 1.12 on the first day of each month, in advance, at the address for payment of Rent as shall be designated by Landlord from time.

2.3 **Extension Terms.** Upon the expiration of the Initial Term, this Agreement shall automatically be extended for the Extension Terms described in Section 1.10 unless Tenant provides written notice to Landlord of its intention to terminate the Lease upon the expiration of the Initial Term, or as applicable any Extension Term. Tenant's notice of termination shall be given to Landlord at least thirty (30) days prior to the end of the applicable Term.

3. **Tenant's Rights of Access to the Leased Property.** Subject to Landlord's reasonable security requirements, Tenant shall at all times (24 hours a day, 7 days a week) have unrestricted access to the Leased Premises.

4. Broadcast Interference; Radio Frequency Compliance.

4.1 Broadcast Interference.

A. Interference with a broadcasting activity shall mean:

- (i) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

B. Tenant covenants and agrees that Tenant's equipment, its installation, operation and maintenance will:

- (i) Not interfere with the operation of Landlord's radio equipment or the radio equipment of other tenants having operations on the Building or on any other building or buildings owned by or under the control of Landlord in the area surrounding the Building. In the event Tenant causes any such interference, Tenant will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If Tenant is unable to eliminate the interference, Tenant agrees to remove its equipment from the Leased Premises whereupon this Lease will be terminated and neither party will have any further obligations under this Lease.

- (ii) Comply with all applicable federal, state and local rules and regulations, including the regulations promulgated by the FCC, as well as any electrical codes or requirements established by the city and state in which the Leased Premises are situated.
- C. During the term of this Lease, Landlord will not grant a similar lease or agreement to any other party if the operations of such other party would in any way adversely affect or interfere with Tenant's operations of its Equipment at the Leased Premises.

4.2 Radio Frequency Compliance.

- A. Tenant agrees to ensure that the operation of its Equipment shall not cause Landlord's Property to be in violation of the requirements of 47 CFR sections 1.1307 and 1.1310 relating to radio frequency (RF) emissions. If any violation occurs due to Tenant's Equipment Tenant agrees to eliminate or cause the elimination of such violation and, if necessary, to cease its operations except for testing until such violation is removed.
- B. If RF Emissions are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if Landlord's Property otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant shall comply with Landlord's reasonable requests for modifications to Tenant's Equipment as may be reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances.

5. **Maintenance.** Landlord assumes no responsibility for licensing, operation, and/or maintenance of Tenant's equipment; except however, Landlord has the obligation to maintain the Building and the areas used by Tenant to obtain access to the Leased Premises in good condition and repair.

6. **Termination by Tenant.** Should Tenant desire to terminate this Lease at any time during the Initial Term or any Extension Term, Tenant shall notify Landlord in writing at least thirty (30) days prior to the date that Tenant desires to terminate.

7. **Utilities.** Landlord shall furnish electrical service to the Building. The rental payment provided for hereunder shall include Tenant's use of electricity and any other utility services required in order for Tenant to operate its equipment at the Leased Premises. Tenant agrees that Landlord shall not be responsible for any interruption in the provision of utility services.

8. **Assignment.** Tenant may assign all or any part of Tenant's right, title and interest in and to this Lease without the consent of Landlord provided such assignment is to an affiliate or successor-in-interest of the business of Tenant. Any other assignment shall require Landlord's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned.

9. Insurance; Waiver of Subrogation; Indemnification.

9.1 **Insurance.** For so long as this Agreement is in effect, Tenant shall obtain and maintain insurance coverage of the type and in the amounts specified below. Tenant shall provide Landlord with a certificate evidencing such insurance prior to Tenant's installation of any of its Equipment at the Leased Premises. Landlord shall be named as an additional insured entity on all policies of insurance, and such

insurance shall provide that Landlord be given thirty (30) days notice of cancellation or any material change in such insurance coverage.

(a) Workers' Compensation Insurance shall be provided in accordance with the requirements of the state in which the Leased Premises is located.

(b) Commercial General Liability Insurance shall be on an "occurrence basis" with limits of liability of not less than \$2,000,000.00 per occurrence and/or combined single limit, insuring for personal injury and property damage. Coverage shall include the following: (i) contractual liability; (ii) independent contractor's coverage; and (iii) broad form general liability.

(c) Motor Vehicle Liability Insurance including no-fault coverages where applicable, with limits of liability of not less than \$2,000,000.00 per occurrence. Coverage shall include all owned, non-owned, and hired vehicles.

9.2 Waiver of Subrogation. Tenant and Landlord shall each be responsible for maintaining insurance covering their own property, whether or not it is located on the Leased Premises. Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Landlord or Tenant or their respective partners, employees or agents or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees.

9.3 Indemnification by Tenant. Tenant hereby agree to indemnify, defend and hold Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Leased Premises or resulting from or arising out of Tenant's use and occupancy of the Leased Premises, excepting, however, such claims or damages that may be due to or caused by the acts of Landlord or its agents.

9.4 Indemnification by Landlord. Landlord hereby agree to indemnify, defend and hold Tenant harmless from and against any claim of liability or loss from personal injury or property damage in connection with Tenant's use of the Real Estate or resulting from or arising out of Landlord's or Landlord's agents' or employees' use of the Leased Premises or the Real Estate or resulting from or arising out of Landlord's or Landlord's agents' or employees use of the Leased Premises or the Real Estate excepting, however, such claims or damages that may be due to or caused by the acts of Tenant or its agents.

10. Default.

10.1 By Tenant. In the event of default under this Agreement by Tenant, Landlord shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Agreement, except that Landlord shall not be entitled to distraint any personal property (including fixtures) on the Premises; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default

and Tenant shall have thirty (30) days after receipt of the notice within which to cure the default, during which period no remedy shall be pursued.

10.2 **By Landlord.** In the event of default by Landlord, Tenant shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Agreement, provided that Tenant shall give to Landlord written notice of any such default and Landlord shall have thirty (30) days after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

11. **Maintenance; Casualty; Additional Antennas.**

11.1 **Maintenance by Tenant.** Tenant shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws. Upon the expiration or earlier of this Agreement, Tenant will remove the Antennas and Equipment from the Leased Premises, and will otherwise yield up the Leased Premises in at least as good a condition as when the same were entered upon by Tenant, ordinary wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

11.2 **Maintenance by Landlord.** Landlord shall maintain and keep in good condition, order and repair, and in compliance with state and municipal laws, the Building, including the foundation, walls (other than interior walls constructed by Tenant), ceilings and floors, windows, roofs, fixtures and structural columns and components of the Building, including, without limitation, the basic heating and electrical systems and fixtures installed or furnished by Landlord, unless such maintenance and repairs are necessitated by the negligent act or omission of Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs.

11.3 **Casualty.** If the Building is damaged for any reason so as to render the Leased Premises substantially unusable for the intended purpose as described in this Agreement, Rent shall abate for such period while Landlord, at Landlord's expense, restores the Building to its condition prior to such damage; provided, however, that at Landlord's option, Landlord may notify Tenant within ten (10) days following the occurrence of any such casualty or other damage that Landlord elects to terminate this Agreement. In such event, this Agreement will be deemed terminated as of the date of the event of casualty or damage. However, if Landlord has elected to restore the Building and Landlord fails to effect the repairs necessary to permit Tenant to conduct its operations on the Leased Premises within ninety (90) days from the date of casualty or other occurrence, then on or after the ninetieth (90th) day, Tenant shall have the right to terminate this Agreement, and any prepaid Rent shall be refunded to Tenant.

11.4 **Additional Antennas.** If, at any time after the Commencement Date of this Agreement, Tenant desires to install an additional Antenna or Antennas and radio equipment on the Leased Premises or as necessary, elsewhere on Landlord's Property, and Landlord determine that additional space is available to permit Tenant to do so, then Tenant shall have the option to install such additional Antenna(s) and radio equipment in and on the areas agreed to by Tenant and Landlord, and the Rent payable by Tenant to Landlord under this Agreement shall be adjusted by mutual agreement of the parties.

12. **Condemnation.** In the event any government or public body shall take all or such part of the Building, including the Leased Premises as shall make it physically or financially unfeasible for Tenant to conduct Tenant's operations on the Leased Premises, Tenant may terminate this Agreement upon thirty (30) days' written notice to Landlord, in which event, Tenant shall be liable for Rent and other payments only through the date on which the Building is taken.

13. **Taxes.** In the event that any real estate, personal property, sales or use tax should ever be due and payable by Tenant as a result of the existence of this Agreement or Tenant's operation of its Equipment on the Leased Premises, Tenant hereby agrees to pay its proportionate share of any such tax either to Landlord or directly to the taxing authority.

14. **Notices.** All notices and other writings required to be given by one party to the other under this Agreement must be in writing and shall be deemed given on the date the notice is received by the recipient. Notices may be sent via U.S. Mail, receipted telecopy, by recognized courier or by personal delivery. Notices shall be sent to the parties at their addresses set forth on the first page of this Lease or to any other address that the parties may designate by providing written notice one to the other.

15. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter, and supercedes all prior offers, negotiations, and agreements between the parties. This Agreement shall not be binding on either party until it has been executed by both Landlord and Tenant.

16. **Quiet Enjoyment.** So long as Tenant pays the Rent provided herein and abides by the other terms and conditions of this Agreement, Landlord covenants and agreed that Tenant shall have quiet enjoyment of the Leased Premises for so long as this Agreement is in effect to the full extent permitted by the law of the state where the Leased Premises is located.

17. **Succession.** This Lease shall extend to and be binding upon the successors and assigns of the parties.

TENANT

ST Network Services LLC

By: _____

Name: _____

Title: _____

LANDLORD

The County of McLean

By: _____

Name: Matt Sorensen

Title: Chairman – McLean County Board

200 W. Front, Bloomington, IL
EXHIBIT A
DESCRIPTION OF EQUIPMENT

I PURPOSE OF EQUIPMENT: Paging signal enhancement

II RECEIVER CABINETS (1) -

- A. Location: Indoor Cabinet (Typically housed in Equip. room or Penthouse)
B. Cabinet Sizes: 72" x 24" x 24" 24" x 24" x 24" Custom
C. Cabinet Weights:
D. Power Consumption:
E. Emergency Batteries: Yes No

III TRANSMIT ANTENNAS ()

- A Location:
B Mountings:
C Type:
D Size:
E Weight:
F Frequencies:

III RECEIVE ANTENNA - (1)

- A. Location: roof
B. Mountings:
C. Type: db589
D. Size: 110x2x2
E. Weight: 11.5
F. Frequencies: 901.20625

V CABLING

- A Type: LDF4-50A LDF5-50A LDF6-50A Belden 9116
B Size: 1/2" Helix 7/8" Helix 1"1/4 Helix 1/4" CATV

VI SPECIAL CONSTRUCTION CONSIDERATIONS

Customer to provide POTS / Or Order telephone line for remote monitoring and testing

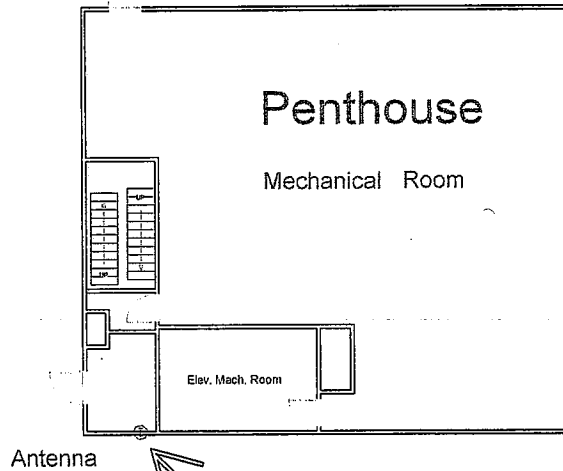
Customer provide dedicated electrical receptacle
(120 Volt AC, 20 Amp, 5352 type receptacle, 1 circuit per transmitter)

Attachment "A"

CWB Roof.PL1:Plan

200 W. Front Building Roof Plan

Bloomington, IL



ST Network Services, LLC Antenna

1720 Laképointe Drive, Suite 100 Lewisville, TX 75057
(214) 222-6310





Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry L. Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: July 31, 2009

Subj: **Request Approval of McLeodUSA Lease: 200 W. Front Street**

The current lease with McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services, whose tenant Suite 500-H is located on the fifth floor of 200 W. Front Street, Bloomington, Illinois (the McLean County Health Department) expires in September, 2009. This firm has had a lease in our building for over 20 years. All options to renew the current lease are now expired and it is time for a new lease.

Attached, we have negotiated a new three-year Lease Agreement to begin on September 1, 2009. The lease contains three (3) options to renew, each for another three (3) years at the expiration date of previous terms. Rent is to increase to \$563.73 per month in the new lease, with additional increases in succeeding renewal periods.

Ms. Hannah Eisner, First Assistant States Attorney, has reviewed the enclosed lease and finds it acceptable with County standards and policies. We have factored this tenant revenue into our Recommended FY 2010 McLean County Budget.

We request and recommend your kind approval of this Lease Agreement at the August Property Committee.

We will be pleased to answer any questions you may have at that time.

Thank you.
Enclosure

cc: Ms. Hannah Eisner

LEASE AGREEMENT

WHEREAS, the COUNTY of McLEAN, a body corporate and politic, (hereinafter referred to as "LANDLORD") whose principal offices are located at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, and McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services, whose principal offices are located at One PAETEC Plaza, 600 WillowBrook Office Park, Fairport, New York 14450 (hereinafter referred to as "TENANT") for and in consideration of the mutual covenants and promises contained herein the parties hereto and agreed as follows:

1. **Leased Premises:** LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD the following, which together constitute the leased premises, i) Suite 500-H on the fifth(5th) floor of the McLean County Health Department Building (hereinafter referred to as the "building") at 200 W. Front Street, Bloomington, Illinois as shown on Exhibit A attached hereto and incorporated herein by reference ii) those certain conduit(s), partial conduit(s) inside the building and underneath the parking lot of the building that may be utilized by Tenant (the "Pathway") as provided in paragraph 5, iii) certain space on the penthouse roof for the installation, operation and maintenance of an antenna and appurtenant radio equipment as provided in section paragraph 6.

2. **Term:** The initial term of the Lease Agreement shall be for a period of Three (3) years, commencing September 1, 2009, and terminating August 31, 2012.

3. **Rent:** For the initial term of Three (3) years, TENANT agrees to pay rent of \$563.73 per month to LANDLORD, due and payable on the first day of each month. All monthly rent payments shall be made payable to: **McLean County Treasurer**, and mailed to:

McLean County Treasurer, Government Center, 115 E. Washington Street
Bloomington, Illinois 61702-2400.

At TENANT'S option, Rent may be paid to LANDLORD by wire transfer with the bank routing information that LANDLORD so designates below, which LANDLORD may change from time to time with reasonable prior written notice to TENANT.

4. **Options to Renew:** Parties mutually agree to permit TENANT three (3) options to renew this Lease Agreement each being for three (3) year periods, by TENANT sending a Certified Mail letter exercising such option(s) not less than one hundred eighty (180) days prior to the expiration of initial term or any subsequent terms thereof to:

Office of the County Administrator
Government Center – Room 401
115 E. Washington Street
Bloomington, Illinois 61702-2400

With copy To:
Director, Facilities Management
McLean County Law and Justice Center

104 W. Front Street – Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400

Parties agree that rent shall be increased by an amount equal to 3% of the expiring term's monthly rent for each renewal period. (see below payment schedule)

<u>Option Periods:</u>	<u>Annual Rent:</u>	<u>Monthly Rent Payments:</u>
Initial term (3 years)	\$6,764.76	\$563.73
1 st (3) year option term	\$6,967.70	\$580.64
2 nd (3) year option term	\$7,176.71	\$598.06
3 rd (3) year option term	\$7,392.02	\$616.00

5. Tenant's Use and Operation:

a. TENANT shall use the Leased Premises only for a Point of Presences (POP).. TENANT shall not use the Leased Premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. TENANT shall, during all terms of this Lease Agreement, continuously use the Leased Premises for the purposes stated herein.

b. TENANT shall comply with all laws concerning the Leased Premises or TENANT's use thereof.

c. TENANT shall mark the Pathway to indicate the location of it facilities within the building. TENANT shall join J.U.L.I.E if required by law, 220 ILCS 50/3 and but regardless of whether TENANT joins J.U.L.I.E., TENANT AND LANDLORD agree that they shall follow the procedures set forth in the Statewide-One Call Notice System, 220 ILCS 50/1 et.seq with respect to marking the location of the Pathway beneath the parking lot and that any liability for damage to that part of the Pathway shall be as provided in 220 ILCS 50/11. [WHAT ARE THESE REQUIREMENTS?]

d. TENANT shall not have the right to excavate or in any way disturb the surface of the parking lot without the prior approval and written consent of LANDLORD, which consent shall not be unreasonably withheld. LANDLORD shall control the manner and scheduling of such work to minimize any interference in the use of the parking lot.

6. Antenna: TENANT may install, operate, maintain and replace a maximum of two antenna and related radio communications equipment on the penthouse roof of the building under the following conditions.

a. All of TENANT'S radio equipment shall be labeled with Tenant's name, call sign, transmitting frequency and location.

b. TENANT'S equipment, its installation, operation and maintenance shall not interfere with the operation of LANDLORD'S radio equipment or the radio equipment of other tenants having antenna and radio operations on the building or on any other building or buildings owned by or under the control of LANDLORD in the area surrounding the Health Department Building, which exists prior to such time as Tenant installs its antenna and related radio communication equipment. In the event TENANT causes any such interference, TENANT will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If TENANT is unable to eliminate the interference, TENANT agrees to remove such equipment from the Leased Premises. In the event LANDLORD and another Tenant's equipment which is installed subsequently to Tenant's installation causes interference with Tenant's equipment LANDLORD shall cause such interference to cease upon notice from Tenant.

7. **Utilities and Services:** LANDLORD agrees to pay all common building utilities for gas, water, and sewer services used or consumed by TENANT. TENANT, at its expense, shall install an electrical meter (if not already installed by TENANT on a prior occasion) for the purposes of recording and billing directly to TENANT the electrical utility services used or consumed by TENANT in the Leased Premises. TENANT shall be responsible for the timely payment of all electrical services charged to TENANT by the electrical utility provider. Additionally, TENANT shall be responsible for payment of all telephone and data network charges associated with the Leased Premises. TENANT, at its option, may be permitted to display its name on any existing building marquee bulletin board, the listing of their Leased Premises. TENANT need only contact LANDLORD for such listings.

8. **Building Common Areas:** TENANT shall be entitled to use of the areas designated from time to time by LANDLORD to be "common areas", and which are adjacent to or benefit the Leased Premises. Such common areas shall include the adjacent parking lot for TENANT services vehicles, the trash receptacle located in said parking lot, exterior sidewalks, entry lobby and restrooms located within the building. TENANT shall not interfere with or restrict the use of the common areas by other tenants or their patrons,

9. **General Maintenance and Repair:** LANDLORD shall perform general maintenance and repair of the structural portions of the Leased Premises and the exterior of Leased Premises. Notwithstanding the forgoing, LANDLORD shall not be responsible for the cost of repairs and maintenance caused by the intentional or unintentional acts or failure to act or negligence of the TENANT or TENANT'S employees, agents, or invitees. TENANT shall keep and maintain the interior of the Leased Premises in good condition and repair, at its own expense. Further, TENANT shall remove all office and/or food waste from the Leased Premises daily when the Leased Premises are occupied and used by TENANT, it's employees, contractors or agents and TENANT shall not allow any office or food waste to remain in Leased Premises during times TENANT, it's employees, contractors or agents are not occupying or using the Leased Premises. TENANT is not permitted to display advertisings, posters, notices, or any company information viewable by the public or other TENANTS

anywhere inside the interior or exterior of building or grounds at any time. This includes all common areas.

TENANT shall operate all Leased Premises heating, air conditioning, electrical and plumbing systems only in accordance with proper procedures and physical inspection and adjustments for the operation of the same and will keep the Premises in a clean and healthful condition. LANDLORD shall be responsible for all maintenance and repair of existing heating, ventilating and air conditioning systems servicing the Leased Premises and shall use its best efforts to keep said systems in working order. TENANT shall be responsible for the expense and performance of installation and maintenance of any additional heating, ventilating and air conditioning equipment which may be required for TENANT's purposes, subject to prior approval of LANDLORD.

10. **Alterations:** No alterations, additions, or improvement shall be made by TENANT in or to the Leased Premises without the express prior written consent of LANDLORD. All alterations, additions, or improvements (including fixtures) which may be made or installed upon the Leases Premises and which in any manner are attached to the floors, walls, or ceiling, or plumed chases, shall be the property of LANDLORD and at the termination of the Lease Agreement shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation, or injury. Notwithstanding the foregoing, the parties agree that the items listed on Exhibit B attached hereto an incorporated by reference were installed by TENANT and may be removed by TENANT at the expiration of the Term of this Lease. LANDLORD may designate by written notice to TENANT certain fixtures, trade fixtures, alterations, and additions to the Leased Premises which shall be removed by TENANT at the expiration of the Lease. The parties may also agree in writing, prior to the installation or construction of any alterations, or fixtures to the Leased Premises by TENANT that the TENANT may either cause the removal of such items at the time of expiration of this Lease, or that they may be left in the Leased Premises. The TENANT shall, at its own expense, repair any damages to the Leased Premises caused by the removal of any of its trade fixtures, alternations, etc. TENANT shall comply with all applicable building codes, the American with Disabilities ACT ("ADA"), and any other environmental or building safety issues and state, local, and federal regulations applicable to all improvements/alterations consented to by LANDLORD and installed by TENANT. Should TENANT at any time desire to install an antenna on top of the Penthouse of building, TENANT agrees to work with LANDLORD to ensure that the placement and activation of any antenna(s) does not interfere with any other TENANT antennas already installed on the roof.

11. **Taxes:** LANDLORD shall pay all real estate taxes, if applicable, including installations of special assessments levied against the building in which Leased Premises resides. TENANT shall pay all personal property taxes assessed against any personal property owned or leased by TENANT, including personal property taxes attributable to all improvements made by TENANT.

12. **Insurance and Indemnity:**

a. **Covenants to Hold Harmless:** LANDLORD shall be defended and held harmless by TENANT from any liability for damages to any person or any property of TENANT, and its employees and all persons in the premises at its or their invitations, or with their consent, but excluding liability for damages which may have been caused by acts or negligence of LANDLORD or its employees or agents. All property kept, stored, or maintained in the Leased Premises shall be kept, stored, or maintained at the risk of TENANT only. TENANT shall not suffer or give cause for the filling of any lien against the Leased Premises. Except in the event of LANDLORD's negligence LANDLORD shall not be liable for injury or damage to persons or property occurring in, on, or about the Leased Premises, nor for any such damage arising from acts or negligence of any occupants of adjacent or contiguous space or property.

b. **Fire and Casualty Insurance.** LANDLORD shall obtain and maintain a policy of fire and casualty insurance with extended coverage provisions applicable to the Leased Premises and protecting LANDLORD against loss to the structure of the Premises. TENANT shall also be responsible for obtaining a policy of fire and casualty insurance protecting TENANT against loss or damage of or to its furnishing, equipment and personal property in or on the premises.

c. **Added Risk:** TENANT shall be responsible for and pay any increase in fire and casualty insurance rates or premiums on the Leased Premises caused by TENANT. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from the TENANT's activities. TENANT's share of annual premiums for such insurance, as required by this paragraph, shall be paid by TENANT to LANDLORD with ten (10) days after TENANT's receipt of LANDLORD's written request for the same.

d. **Tenant's Obligation to Carry Public Liability Insurance:** TENANT shall, during the initial term or any subsequent additional terms thereof, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises and the business operated by TENANT and/or any agent of TENANT in the Leased Premises, and in which the limits of liability shall not be less than Two Million Dollars (\$2,000,000.00), for personal injuries sustained to any person or persons arising out of a single act and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. LANDLORD shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. TENANT shall furnish LANDLORD a Certificate of Insurance, in a form acceptable to LANDLORD, as evidence that such insurance is in full force and effect during the tenancy of the Lease or any additional terms thereof. TENANT shall furnish LANDLORD additional certificates of TENANT's insurance within twenty (20) days of receipt of a written request by LANDLORD of such certificate.

e. **Waiver of Subrogation Rights Under Insurance Policies:** Notwithstanding anything to the contrary contained herein, the parties hereto release the other, and other tenants in the building, to the extent of each party's insurance coverage from any and all

liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees, or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such times as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

13. **Late Fee:** TENANT expressly agrees to make all payments of monthly rent due as required hereunder on or before the due date for payments. TENANT agrees to pay a Twenty Dollar (\$20.00) per day late charge which shall be imposed for all rent payments not received on or before the tenth (10th) day of the month. These fees are to be considered as liquidated amounts representing LANDLORD's damages and costs of administration on account of the late payment. TENANT's failure to immediately pay the aforementioned fees as they become due shall constitute TENANT in default hereunder.

14. **Estoppel:** Each party, within thirty (30) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a Certificate stating that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The Certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the Certificate within the thirty (30) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the Certificate and any successor to the party so requesting, that this Lease Agreement is in full force and effect and has not been modified except as may be represented by the party requesting the Certificate.

15. **Access to Premises:** After providing TENANT with reasonable prior written notice, LANDLORD shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to the Leased Premises or any property owned or controlled by LANDLORD.

16. **Hazardous Materials:**

a. **Prohibition:** TENANT expressly covenants and agrees to not cause or permit to be brought to, produced upon, disposed of or stored at the Leased Premises any Hazardous Materials in violation of applicable law. For purposes of this prohibition, Hazardous Materials shall mean and be construed as any substance, in any form, which is regulated by statute, regulation, ordinance, rule, or prohibition including, but not limited to, the Comprehensive Environment Response and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; or municipal county, or state laws; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification:** TENANT expressly covenants and agrees that in the event any Hazardous Materials is produced or stored at, brought to, or released on the Leased Premises in violation of applicable law by TENANT, its agents, employees, invitees, licensees, or by the negligence of TENANT, its agents, employees, invitees, or licensees:

- (i) TENANT shall immediately notify LANDLORD of the event;
- (ii) TENANT shall take immediate preventive measures to abate the presence of Hazardous Materials at the Leased Premises;
- (iii) TENANT shall remediate and clean up the Leased Premises, at its own cost, expense, and labor, to LANDLORD's and any inspecting agencies satisfaction;
- (iv) TENANT shall be solely liable for all costs for removal of any Hazardous Materials and for cleaning of the Leased Premises, including any common areas, other tenant's spaces, grounds, landscaping, and parking lots, caused by TENANT, or its agents, employees, invitees, or licensees.
- (v) TENANT shall be solely liable for damages to LANDLORD arising from any such Hazardous Materials and does expressly indemnify and hold harmless LANDLORD from any claims, liability, expenses or damages, choses in action, fines, or costs (including actual attorney's fees) therefore.
- (vi) During the term of this Lease Agreement, or any subsequent renewals or extensions thereof, both parties agree to comply with all Federal, state, and local statutes, regulations, executive orders and ordinances concerned with the emission, spill, release, or discharge of any substance or solid waste into the air, soil, surface or groundwater, or any sewer, septic tank or waste treatment, storage or disposal system servicing the Leased Premises (collectively "Environmental Laws") respectively applicable to each party. Except where responsibility is designated to TENANT herein, LANDLORD shall, at LANDLORD's expense comply with all Environmental Laws having jurisdiction over the LANDLORD or LANDLORD's business with respect to the building in which Leased Premises are located. LANDLORD represents and warrants to TENANT that (i) it has not received any notice of alleged violation at the Leased Premises of any Environmental Laws; and (ii) to the best of LANDLORD's knowledge, information and belief with respect to the Leased Premises and the building in which Leased Premises is located, there are no violations of any environment Laws. LANDLORD and TENANT shall promptly notify the other of any discussions between it or its agents, employees, or attorneys and any federal, state, or local officials

concerning any alleged violation at the Leased Premises of any Environmental Laws. LANDLORD and TENANT agree to indemnify and hold harmless the other from and against any and all liabilities, damages, judgements, causes or action, claims and expenses which may be incurred by LANDLORD or TENANT, as the case may be, relating to or arising out of any breach of the foregoing covenants.

c. **Survival:** TENANT and LANDLORD expressly covenant and agree that the respective duties, obligations, and liabilities of each party under the preceding sections 17(a) and 17(b) shall survive the termination of this Lease Agreement, and are binding upon TENANT and LANDLORD and their successors and assigns.

17. **Condemnation:** In the event a part of the Leased Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit TENANT to carry on its business including the use of the Pathway in a manner comparable to which it has become accustomed, then this Lease Agreement shall continue, but the obligation to pay rent on the part of TENANT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the Leased Premises shall be taken, or so much of the Leased Premises is taken that it is not feasible to continue a reasonably satisfactory operation of TENANT's business, then the Lease Agreement shall be terminated. Such termination shall be without prejudice of the rights of either LANDLORD or TENANT to recover compensation from the condemning authority for any loss or damage by such condemnation. Neither LANDLORD nor TENANT shall have any right in or to any award to the other by the condemnation authority.

18. **Destruction:** Except as otherwise provided in this Lease Agreement, in the event the Leased Premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of LANDLORD. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the Leased Premises which is rendered unusable by TENANT in the conduct of its business.

In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the Leased Premises have been rendered unoccupiable as a result of such damage, or if there had been a declaration of any governmental authority that the Leased Premises are unsafe or unfit for occupancy, then LANDLORD or TENANT shall have the right to terminate this Lease Agreement.

19. **Insolvency:** Neither this Lease Agreement nor any interest therein, nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if TENANT shall be adjudicated insolvent pursuant to the provision of any state of insolvency act, or if a receiver or trustee of the property of TENANT shall be appointed by reason of TENANT's insolvency or inability

to pay its debts, or if any assignment shall be made of TENANT's property for the benefit of creditors, then and in any such event, LANDLORD may, at its option, terminate this Lease Agreement and all rights of TENANT hereunder, by giving to TENANT in writing of the election of LANDLORD to so terminate.

20. **Assignment and Subletting:** TENANT shall not assign or in any manner transfer this Lease Agreement or any estate or interest herein without the previous written consent of LANDLORD, which consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without the LANDLORD's written consent shall be voidable, and at LANDLORD's election, shall constitute a default. Consent to any assignment, encumbrance, or sublease shall not constitute a further waiver of the provisions of this paragraph.

Notwithstanding the above, however, TENANT may without the prior consent of LANDLORD, assign this Lease Agreement or sublet all or any part of the Leased Premises to TENANT's parent corporation, or its wholly owned subsidiaries or affiliates, upon written notice to LANDLORD. In the event of any such assignment or subletting, TENANT shall remain primarily liable to perform the obligations imposed on TENANT hereunder.

21. **Default of Tenant:** If TENANT shall fail to make any payment of any rent due hereunder within five (5) days of written notification by LANDLORD that such payment is past due; or if default shall continue in the performance of any of the other covenants or conditions which TENANT is required to observe and perform under this Lease Agreement for a period of thirty (30) days following written notice of such failure, and thereupon may, at its option, without notice or demand of any kind to TENANT have one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity:

a. Terminate this Lease Agreement, repossess the Leased Premises and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by TENANT during the balance of the Term of this Lease Agreement, less the fair rental value of the premises for said period, together with any other sum of money owed by TENANT to LANDLORD.

b. Without waiving its right to terminate this Lease Agreement, terminate TENANT's right of possession and repossess the Leased Premises without demand or notice of any kind to TENANT, in which case LANDLORD may relet all of any part of the Leased Premises. TENANT shall be responsible for all costs of reletting.

c. Cure the default and recover the cost of curing the same being on demand.

22. **Termination; Surrender of Possession:**

a. Upon the expiration or termination of this Lease Agreement, TENANT shall:

(i) Restore the Leased Premises to their condition, including repair of all

holes in walls, at the beginning of the Term (other than as contemplated by Section 9 above), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Leased Premises and the Property and repair any damage caused by such removal;

- (ii) Surrender possession of the Leased Premises to LANDLORD; and
- (iii) Upon the request of LANDLORD, at TENANT's cost and expense, remove from the Property all signs, symbols, and trademarks pertaining to TENANT's business and repair any damages caused by such removal.

- b. If TENANT shall fail or refuse to restore the Leased Premises as hereinabove provided, LANDLORD may do so and recover its cost for so doing. LANDLORD may, without notice, dispose of any property of TENANT left upon the Leased Premises in any manner LANDLORD shall choose without incurring liability to TENANT or to any other person. The failure of TENANT to remove any property from the Leased Premises shall forever bar TENANT from bringing any action or asserting any liability against LANDLORD with respect to such property.

23. **Quiet Enjoyment:** Upon payment by the TENANT of rents herein provided, and upon the observance and performance of all the covenants, terms, and conditions on TENANT's part to be observed and performed, TENANT shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof without hindrance or interruption by LANDLORD or any other person or persons lawfully or equitably claiming by, through or under the LANDLORD, subject, nevertheless, to the terms and conditions of this Lease Agreement.

24. **Mechanics Lien:** TENANT shall pay all costs and expenses for construction or alterations done by it or caused to be done by it on the Lease Premises as permitted under this Lease Agreement. TENANT shall keep the building, other improvements, and land on which Leased Premises are a part free and clear of all mechanic's liens during all terms of the Lease Agreement, and in the case of the filing of any such lien, TENANT shall promptly pay the same. If default in the payment thereof shall continue for thirty (30) days after written notice thereof from LANDLORD to TENANT, LANDLORD shall have the right and privilege, at LANDLORD's option, of paying the same or any portion thereof without inquiry as to the validity thereof. Any amounts so payable, including expenses and interest, shall be additional indebtedness hereunder due from TENANT to LANDLORD and shall be repaid to LANDLORD by TENANT immediately on rendition of a bill thereof.

25. **Waiver:** One or more of any covenant or condition by LANDLORD shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LANDLORD to or of any act of TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent or approval to or of any subsequent similar act by TENANT.

26. **Notices:** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid by sender, return receipt to the following, or to such other address as shall be furnished in writing to one by the other:

If to LANDLORD: Office of the County Administrator
Government Center – Room 401
115 E. Washington Street
Bloomington, Illinois 61702-2400
(309) 888-5110 voice

With copy to: Director, Facilities Management
McLean County Law and Justice Center
104 W. Front Street – Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice

If to TENANT: McLeodUSA Telecommunications Services, Inc.
d/b/a PAETEC Business Services
One PAETEC Plaza
600 WillowBrook Office Park
Fairport, New York 14450

Attn: Leasing – Real Estate

Invoices to:

McLeodUSA Telecommunications Services, Inc.
d/b/a PAETEC Business Services
Three Morrocroft Centre
6901 Morrison Boulevard
Charlotte, NC 28211
Attn: Lease Administrator

27. **Agency:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by a third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

28. **Partial Invalidity:** If any term, covenant, or condition of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

29. **Holding Over:** Any holding over after the expiration of any term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy from month to month at the rents herein specified and applicable at the time (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

30. **Successors:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless the assignment to such assignee has been approved by LANDLORD in writing as provided above.

31. **Subordination:** LANDLORD reserves the right to subject and subordinate this Lease Agreement at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. TENANT shall execute and deliver, upon LANDLORD's request, such further instrument(s) subordinating this Lease Agreement to the lien of any such mortgage as shall be requested by LANDLORD's mortgage lender of lenders, so long as such instrument shall not permit the termination of TENANT's interest herein if TENANT is not in default in its obligations hereunder. TENANT shall also, at the request of LANDLORD or LANDLORD's mortgage lender execute an instrument acknowledging assignment by LANDLORD to LANDLORD's mortgage lender of all of LANDLORD's rights under this Lease Agreement, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by LANDLORD in any of the terms and conditions of the mortgage or mortgages on subject property.

32. **Governing Law:** This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

33. **Time:** Time is of the essence of each provision of this Lease Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement on the _____ day of _____, 2009.

APPROVED: BY McLEAN COUNTY:

Matt Sorenson, Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the McLean County Board

APPROVED: By McLeodUSA Telecommunications Services, Inc.

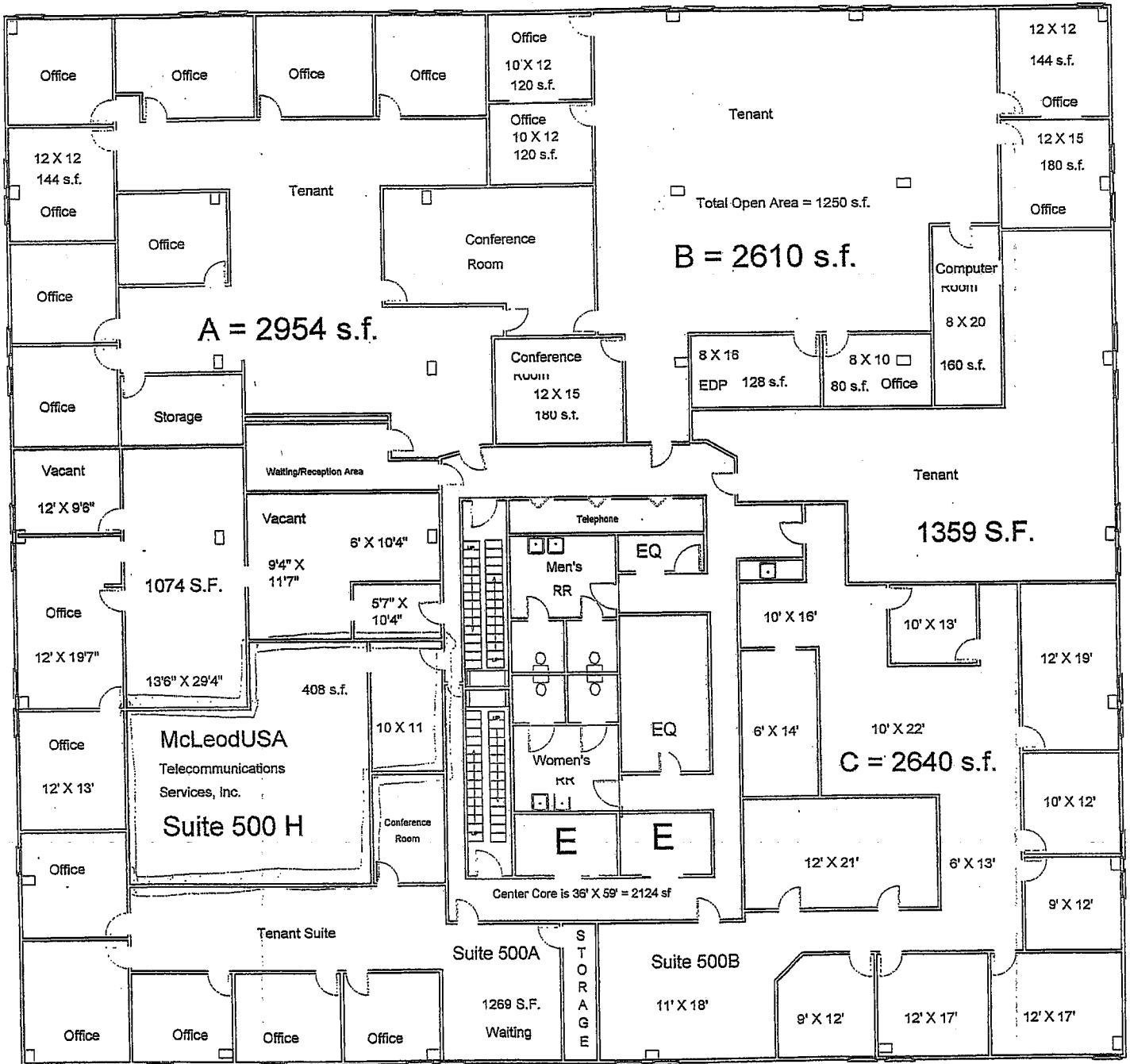
_____ Title: _____

ATTEST:

_____ Title: _____

Exhibit "A"

Revised: 7/20/09



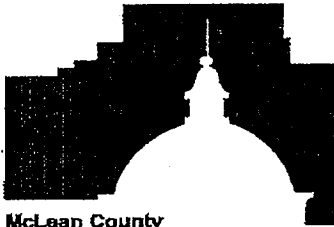
200 W. Front Street Building
Bloomington, Illinois

5th Floor Detail

Drawn by: J. Moody, CFM

Exhibit "B"

List of Improvements: A manual transfer switch for Commercial power
Commercial power distribution panel
Emergency generator receptacle
Conduit system for fiber optic cable and power
Fire suppression for tenant leased premises
Dedicated air conditioning systems
Tile flooring for tenant lease premises
Electrical meter
Rewire leased premises for electrical service
Battery rack for adjunct power supply
Telephone systems
Alarm systems
Computer equipment
Systems monitoring equipment



TO: Honorable Chairperson and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 07/29/09

RE: General Report

Parks Usage – YTD as of 07/29/09

	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000
<u>Camping Nights</u>	5848	5453	5541	5059	4883	5347	5197	4262	5278	4656
<u>Watercraft Registration</u>										
Annual	1254	1108	1384	1354	1057	924	950	1269	1307	1076
Daily	245	204	248	364	229	205	183	312	340	262
<u>Boat Rental</u>										
½ hour Paddleboat	425	407	396	338	371	411	383	447	473	469
Hourly Canoe	294	196	258	269	252	274	251	345	349	395
Rowboat	155	113	157	171	159	143	111	183	236	183
Daily Canoe	71	29	53	65	55	74	56	78	87	71
Rowboat	175	132	133	138	106	101	125	126	126	78
<u>Shelters Reservations</u>	61	77	82	80	95	82	67	70	54	45
<u>Equine Registrations</u>										
Daily	2	0	7	48	74	9	10	67	60	90
Family	1	1	1	0	1	1	1	1		
Individual-Annual	8	6	4	8	5	2	5	2	6	1
<u>Beach Usage</u>	4590	5440	5016	6631	5329	4099	4609	5423	5671	4487

ADDITIONAL PARKS ACTIVITIES

July 11	COMLARA Co. Park Ice Cream Social	400 Attendees
July 11	Hosted Peddling for Kicks Bike Ride Meal Stop	300 Participants
July 13-17 & 27-31	Host Normal P/R Ecology Camp	27 Kids
July 14-16	Normal P&R Day Camps	173 Kids
July 15, 17, 20, & 29	Hosted Bloomington P&R Day Camp	257 Kids
July 15 & 29	Hosted Two Bass Fishing Tournaments	NA
July 16	YWCA Day Camp	25 Kids
July 21	Hosted Evergreen Lake International Triathlon	734 Participants
July 23	Hosted McLean County Employee Picnic	203 Attendees