

Financial review by:

Recommended by:

Patti-Lynn Silva  
Director of Finance

David A. Hales  
City Manager

**THIRD AMENDMENT TO  
BILLING SERVICE AGREEMENT**

AccuMed:AccuMed Billing, Inc.  
a Michigan corporation  
P. O. Box 212  
Riverview, MI 48192  
**Phone:** (734) 479 - 6300  
**Facsimile:** (734) 479 - 6319

**Customer:** City of Bloomington  
310 N. Lee Street  
Bloomington, Illinois 61701  
**Contact:** Chief Michael Kimmerling  
**Phone:** (309) 434 - 2500  
**Facsimile:** (309) 434 - 2291

**Effective Date:** November 1, 2012

THIS THIRD AMENDMENT is made by and between AccuMed and Customer.

1. AMENDMENT. AccuMed and Customer hereby agree that the Billing Service Agreement with an Effective Date of February 1, 2005 and the First Amendment thereto which had an Effective Date of June 1, 2006 and the Second Amendment thereto which had an Effective Date of March 1, 2008 (the "Agreement") be and the same hereby is amended as hereinafter set forth. With the exception of the provisions of the Agreement specifically or by necessary inference amended hereby, all of the provisions of the Agreement shall remain in full force and effect.

2. TERM. The provisions of Section 2 of the Agreement shall be read and interpreted so that the Initial Term as defined therein shall commence on February 1, 2005 and shall end on October 31, 2017. At the end of Initial Term, this Agreement shall renew for additional one (1) year terms until canceled by either party, by giving to the other written notice of such cancellation not more than ninety (90) days nor less than thirty (30) day's prior to the expiration of the current term.

3. PAYMENT AND COLLECTION. The provisions of section 4 A. of the Agreement shall be amended to read:

A. In full payment for AccuMed's services provided herein, Customer agrees to pay the following amounts:

An amount equal to six (6.0%) percent of the amount collected each month for EM Services until this Agreement is terminated

A one-time credit in the amount of \$15,035.39 shall be issued to Customer to reflect the price differential of 7.00% to 6.00% from January 2012 to November 1, 2012.

All other provisions of Section 4 of the Agreement shall remain in full force and effect. .

ACCEPTANCE:

ACCEPTANCE:

ACCUMED BILLING, INC.

CITY OF BLOOMINGTON

BY: \_\_\_\_\_

BY: Stephen F. Stockton, Mayor

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: October 23, 2012

**Motion by Alderman Sage, seconded by Alderman Mwilambwe that the contract with AccuMed, for Ambulance Billing Services, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 1, Block 22 of Camp Potawatomie from CDTD, LLC to Daniel J. O'Brien

**RECOMMENDATION:** That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**BACKGROUND:** Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 1, Block 22 of Camp Potawatomie from CDTD, LLC to Daniel J. O'Brien. The sewage disposal system inspection was completed in June 2012. The septic system was functioning properly at that time. However, the sewage disposal system was almost sixty (60) years old. The septic tank was undersized. The septic field could not be probed to verify its size and condition. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 - 25) years. This can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance. The sewage disposal system has a subsurface discharging system. This means that the system effluent, following treatment, does not directly discharge to the Lake Bloomington Reservoir. The effluent flows slowly through a leach field and then into the ground. If there were a problem with the system, it would back up into the premises and poses little direct threat to the reservoir.

The septic tank has been replaced on this system and currently meets code. The leach field has been functioning properly in past as this system has not had any percolation problems.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There were no community groups contacted for this petition as it is a routine matter.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. The current lake lease formula generates about \$380 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Craig M. Cummings  
Director of Water

Barbara J. Adkins  
Deputy City Manager

Financial review by:

Reviewed as to legal sufficiency:

Recommended by:

Patty-Lynn Silva  
Director of Finance

J. Todd Greenburg  
Corporation Counsel

David A. Hales  
City Manager

**Motion by Alderman Sage, seconded by Alderman Mwilambwe that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**