THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

RESOLUTION NUMBER 2025-013

A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE THE PLANNED MAINTENANCE AGREEMENT QUOTE FROM BUCKEYE POWER SALES

FRED BILOTTO, Mayor RAEANN CANTELO-ZYLMAN, City Clerk NANCY RITA, City Treasurer

DEXTER JOHNSON
LUIZ MONTOYA
THEODORE RUTHENBERG
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL

Alderman

RESOLUTION NUMBER 2025-013

A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE THE PLANNED MAINTENANCE AGREEMENT QUOTE FROM BUCKEYE POWER SALES

WHEREAS, the City of Blue Island, Cook County, Illinois (the "City") is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island desires to engage Buckeye Power Sales to perform annual maintenance on the Police Department's Generators, a Quotation for which is attached hereto as Exhibit A (the "Quotation"); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to pay the amount stated within the Quotation for these maintenance services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

- **Section 1**. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- Section 2. The Quotation, which are attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen of the City with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

Section 3. The officials, officers of the City, and City Attorney are hereby authorized to undertake actions on the part of the City, including the drafting of an Agreement based on the terms of the Proposal, as contained therein to complete satisfaction of the provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(*Left intentionally blank*)

ADOPTED this 25TH day of MARCH, 2025, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RUTHENBERG	X				
Alderman FAHRENWALD	X				
Alderman MCGEE	X				
Alderman CARR			X		
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		,

APPROVED by the Mayor on MARCH 25, 2025.

FRED BILOTTO

MAYOR OF THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

25TH day of MARCH, 2025.

RÁEÁNN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE THE PLANNED MAINTENANCE AGREEMENT QUOTE FROM BUCKEYE POWER SALES.

RESOLUTION NO. 2025-013 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the 25TH of March, 2025; that at said meeting 6 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 6 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 1 Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this 25th day of March, 2025.

CORPORATE SEAL

Exhibit A
Quotation
(see attached)



Bill-to Customer No.

C10012521

City of Blue Island (PW) (V) (E)

13051 Greenwood Ave Blue Island, IL 60406

USA

Contact

Dennis Sepessy

Phone No. E-Mail

708-738-7498

Salesperson

dsepessy@bipolice.org

Description

Jason Wollwert

Bill Per Maintenance Agreement - 1 YR

- ~ One Year Bill Per Maintenance Agreement ~
- ~ Prevailing Wage ~
- Agreement Includes Annual Major and Minor Service
- Agreement Includes Annual Analysis of Oil and Coolant with Full Lab Results
- Agreement Includes Police Department 100RZG Battery Replacement

~ Service Cycle ~

May: Perform Major Service with Analysis of Oil and Coolant

November: Perform Minor Service

~ Billing Cycle ~

May:

Police Department 100RZG EQ1061314: \$905.00 East Annex 60REZGB EQ1060944: \$585.00 East Annex 60REZGB EQ1060945: \$585.00

November:

Police Department 100RZG EQ1061314: \$300.00 East Annex 60REZGB EQ1060944: \$300.00 East Annex 60REZGB EQ1060945: \$300.00

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Blue Island Police Department (PW) 13031 S Greenwood Ave Blue Island, IL 60406

USA

EQ1061314 100RZG

KH100RZG

2242217

Planned Maintenance Agreement Quote

630.914.3000

PMA1058003

PMA1041784 Contract Renewal

03/01/25

2,975.00

None

Buckeye Power Sales Co., Inc.

1308 Marquette Drive

Romeoville, IL 60446

Page 1

USA

Phone No.

Quote No.

Accept Before

Renewal Date

Invoice Period

Contract No.

Contract Type

Annual Amount

Fax No.

1,205.00

Ship-to Address

Blue Island East Annex (PW)

2434 Vermont

Blue Island, IL 60406

USA

EQ1060945 60REZGB, 60 kW, 60 Hz

KH60REZGB

3038835

885.00

3YR MAJOR Major -Battery -Oil & Coolant Samples Major -Oil & Coolant Sample

MINOR

Minor



Bill-to Customer No. C10012521 City of Blue Island (PW) (V) (E) 13051 Greenwood Ave Blue Island, IL 60406 USA

Contact

Dennis Sepessy

Phone No.

708-738-7498

E-Mail

dsepessy@bipolice.org

Salesperson

Jason Wollwert

Description

Bill Per Maintenance Agreement - 1 YR

Ship-to Address

Blue Island Fire Department (PW)

2450 Vermont

Blue Island, IL 60406

USA

EQ1060944 60REZGB, 60 kW, 60 Hz

KH60REZGB

3YR

Major -Battery -Oil & Coolant Samples

MAJOR

Major -Oil & Coolant Sample

MINOR

Minor

Planned Maintenance Agreement Quote

Page 2

Buckeye Power Sales Co., Inc.

1308 Marquette Drive Romeoville, IL 60446

USA

Phone No.

630.914.3000

Fax No.

Quote No.

PMA1058003

Accept Before Renewal Date

03/01/25 None

Invoice Period Annual Amount Contract No.

2,975.00 PMA1041784

Contract Type

Contract Renewal

SGM323F8G	885.00
-----------	--------

		Total	2,975.00
Customer Signature Line			
	PO #		111-121-121-121-1
	Sign		
Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate	Print		
invoice will be sent for payment once the signed agreement has been returned to BPS.	Date		

PMA Ouote No: PMA1058003

Customer Name: City of Blue Island (PW) (V) (E)

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel

ARTICLE TWO: REMEDIES FOR BREACH

- In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
- Assignment of this Agreement by either party without consent of the other party
- Sale of the business of either party
- Acts of God
- Death or dissolution of either party
- Impracticability and/or impossibility of performance
- This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods and services relating to this agreement.
- If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article

4.02 Periodic Service

- Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Test antifreeze and adjust
 - Check coolant level
 - Inspect belts and hoses as required
 - Check engine heater operation
 - Check generator set for fuel, oil, coolant leaks
 - Check air intakes and outlets
 - Check transfer tank operation
 - Drain exhaust line
 - Inspect silencer
 - Check battery charger operation and charge rate

- Check battery electrolyte levels and specific gravity
- Clean battery terminals as necessary
- Check generator output voltage and adjust as necessary
- Emergency system operation without load transfer
- Frequency check/governor adjustment, as required
- Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
- Check engine alternator charge rates
- Check engine and generator gauge and indicator operation
- Check generator set controller operation including shutdown functions
- Perform engine checks per manufacturer's recommendations

PMA Quote No: PMA1058003

Customer Name: City of Blue Island (PW) (V) (E)

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
 - Lube, oil and filter(s) change
 - Fuel filter(s) change
 - Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
 - *Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 Third Year Maintenance (only if specified)

- Services provided in Servicing Agent's Third Year Maintenance Trip will include the items listed in Sections 4.02, 4.03, and the following:
 - Replace air filter(s)

- Replace radiator cap

- Replace coolant

- Replace coolant hoses

- Replace belts

4.05 Load Bank Service (only if specified as "Additional Services")

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.
- 4.08 This Planned Maintenance Agreement is not a guarantee of equipment availability.