

**AN ORDINANCE ACCEPTING PROPOSAL FOR GENERATOR SERVICING**

WHEREAS, the Village of Sherman has received a proposal for the servicing of the generator at the police department;

WHEREAS, formal bidding for these services is not required;

*NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SHERMAN, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

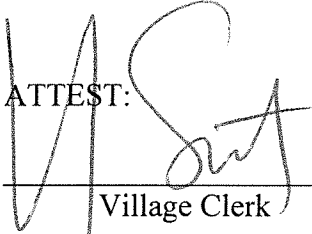
**SECTION 1:** The Village Board has reviewed and adopts the recommendation of Village administrator and Police chief and approves and accepts the bid from Clark's Generator Service, attached hereto.

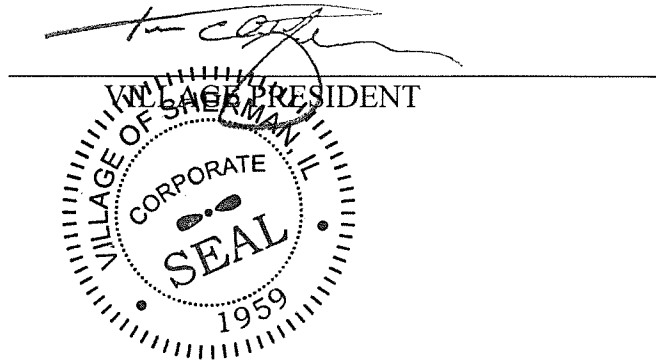
**SECTION 2:** The Mayor is hereby authorized and empowered to execute said Contract with Clark's Generator Service on behalf of the Village.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 6<sup>th</sup> day of May, 2025.

ATTEST:

  
\_\_\_\_\_  
Village Clerk



AYES : 4  
NAYS: 0  
PASSED: YES 4/0  
APPROVED: YES  
ABSENT: 2

## ORDINANCE CERTIFICATE

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

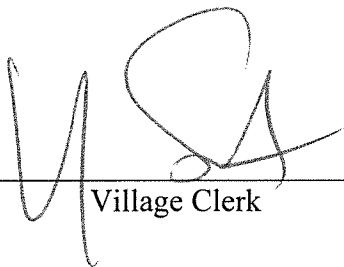
I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 25-08, adopted by the President and Board of Trustees of said Village on the 6th day of May, 2025, said Ordinance being entitled:

### AN ORDINANCE ACCEPTING PROPOSAL FOR GENERATOR SERVICING

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 6<sup>th</sup> day of May, 2025.



  
\_\_\_\_\_  
Village Clerk

# Clark's GENERATOR SERVICE

Mitchel.clark5616@gmail.com

217-836-9075

## Generator Maintenance Contract

This Agreement has been prepared to provide an annual service plan to keep the installed equipment in the highest state of readiness should an outage occur. The Sherman Police Department wishes to retain CLARK'S Generator Service (Contractor) to provide the services specified below under the terms and conditions of this Agreement and the parties agree as follows.

### -Customer

**Name:** Sherman Police Department

**Address:** 2629 E Andrew Rd, Sherman Illinois

**Telephone:** 217-496-3256

Customer will be referred to as Customer throughout this agreement.

### **Generator Information:**

-Manufacturer: CAT Model: 3360T  
-Serial No: 49S02447 Installation Date: 2012  
-Factory Warranty: No  
-Transfer Switch: Square D  
-Contractor has performed an evaluation of the unit and has notified the Customer of any -  
deficiencies. Yes

### **Conditions:**

**Term** - The term of this agreement shall be one (1) year from \_\_\_\_\_, and it shall be automatically renewed from year to year thereafter, unless either party requests termination in writing of this agreement at least thirty (30) days prior to the agreement's anniversary date.

**Compensation** - Customer agrees to pay Contractor \$ 1,275.00, plus tax if applicable, for the performance of services, as defined. Payment is due at the time of agreement signing and at the anniversary date thereafter, unless otherwise specified. Contractor will bill for services annually.

Access to Equipment - Contractor will notify the Customer twenty-four (24) hours prior to entering the property to perform maintenance. Customer shall provide access to the equipment 365 days a year for the purpose of providing maintenance service.

Priority - Priority will be given to existing customers with signed service contracts in place, followed by existing customers, followed by new customers. In the event of a major outage, all service contract holders will be dealt with first before moving on.

Service Appointments - Service appointments are performed during normal business hours. Additional charges may apply for requests for after normal business hours, weekends and/or holidays.

### **Annual Service Visit:**

- Annual maintenance will consist of the following for all generators: Change engine oil and filter; Inspect, clean and/or replace additional filters per recommended maintenance schedule; Check battery, connections and charging system; Check and lubricate engine linkages and adjust as necessary; Check condition of brushes & slip rings, if applicable; Check voltage and frequency produced by generator and adjust to proper settings; if applicable; Check operation of transfer switch; Operate generator under load for at least ten minutes and check voltage and frequency; Check air inlets and outlets for debris, clean as necessary; Provide report to Customer of any condition that may require additional service and/or that may/may not fall under the manufacturer's warranty.
- Additional Services for liquid cooled units include the following: Check and add engine coolant if applicable (replace engine coolant as needed, billed); Inspect and verify operation of the coolant heater; Inspect radiator and cooling systems for any leaks.

### **Additional Checkup Visit(s)**

- Additional checkups visit to consist of the following for all generators: Visual inspection of the unit including oil level and fluids check, top off if necessary; Check generator event log for system operation errors if applicable. Visits will be spaced proportionally throughout the year.

### **Batteries**

- Batteries are a consumable item that will need to be replaced during the life of the unit and are not included in this contract. Typical life expectancy is 2-3 years.

Batteries will be replaced as needed due to age and/or capacity remaining. The contractor will bill automatically if a replacement is needed.

**Additional Repairs:**

- Should the need for additional repairs be determined at the time of service, Contractor will notify the customer promptly and will not perform the work without prior authorization. Additional work will be performed on a time and materials basis and time will be billed at our posted hourly rate (\$90/HR).
- Normal generator operational hours generally do not exceed the manufacturer's recommended interval for oil changes. This agreement assumes normal operating conditions throughout the year and entitles the Customer to one oil change per year. In the event that the customer requires more than one oil change within a contract cycle, Customer will be billed on time and material basis.

**Disclaimer:**

- This agreement is strictly a maintenance service agreement only. The list of services set forth in this Agreement are exclusive, and the parties agree that no provision of this Agreement shall be construed as a product repair and/or replacement warranty, or a warranty of any other type. This Agreement shall not be construed to hold Contractor liable for damages caused by the failure of the generator or transfer equipment. The contractor retains the right to modify this agreement at any time and will notify the customer thereof.
- This Agreement represents the entire agreement of the parties concerning the maintenance contract.
- This agreement is entered into as of the date written below.

**Customer**

Customer\_\_\_\_\_Signature Date\_\_\_\_\_

Printed Name\_\_\_\_\_

**Clark's Generator**

Signature\_\_\_\_\_Date\_\_\_\_\_

Printed Name\_\_\_\_\_

## Initial service price.

- All fluids will be drained, disposed of, and replaced along with corresponding filters including both air filter elements. (oil and coolant will be drained and refilled with proper spec fluids).
- load bank will be performed at 75% load of generator capacity maximum (75 kw). This is done to expose any defects or deficiencies within the system and to “clean” the internals of the diesel engine. The Facility will not experience a power interruption during this time.
- If there are any deficiencies found during the test they will be billed accordingly after approval from management to be fixed.

Consumables/materials and load bank cost-\$1,400

Labor-\$600

Total price for one-time initial service- \$2,000.00

**NOTE:** This service will take place of the annual service listed in the Service Agreement. Next Service would take place 1 Year from date of service listed above.