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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2021-R-010**

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**A RESOLUTION APPROVING A CONTRACT FOR  
FIXED FORWARD FUEL PRICING WITH AL WARREN OIL COMPANY, INC.**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**RESOLUTION NO. NO. 2021-R-010**

**A RESOLUTION APPROVING A CONTRACT FOR  
FIXED FORWARD FUEL PRICING WITH AL WARREN OIL COMPANY, INC.**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Al Warren Oil Company, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 2<sup>nd</sup> day of March, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Berg, Brady, Brennan, Galante, Glotz, Mueller

**NAYS:** None

**ABSENT:** None

**APPROVED** this 2<sup>nd</sup> day of March, 2021, by the President of the Village of Tinley Park.

ATTEST:

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

  
\_\_\_\_\_  
Village President

# **EXHIBIT 1**

## FIXED FORWARD CONTRACT Fuel Pricing

Seller: Al Warren Oil Company, Inc.

Address: 1646 Summer St. Hammond, IN 46320

Buyer: Village of Tinley Park

Address: 7980 W. 183<sup>rd</sup> Tinley Park, IL 60477

<b>DELIVERY MONTH</b>	<b>QUANTITY (IN GALLONS)</b>	<b>BASE PRICE (PER GALLON)</b>	<b>PRODUCT</b>	<b>SERVICE CHARGE</b>
April 2021	8,500	2.02	Unleaded Gas	
May 2021	8,500	2.02	Unleaded Gas	
June 2021	8,500	2.02	Unleaded Gas	
July 2021	8,500	2.02	Unleaded Gas	
August 2021	8,500	2.02	Unleaded Gas	
September 2021	8,500	2.02	Unleaded Gas	
October 2021	8,500	2.02	Unleaded Gas	
November 2021	8,500	2.02	Unleaded Gas	
December 2021	8,500	2.02	Unleaded Gas	
January 2022	8,500	2.02	Unleaded Gas	
February 2022	8,500	2.02	Unleaded Gas	
March 2022	8,500	2.02	Unleaded Gas	
	<b>TOTAL GALLONS</b> <u>102,000</u>			<b>TOTAL SERVICE CHARGE</b> N/A

Sales Office: 1646 Summer St. Hammond, IN 46320

Phone: 219-228-5041 Fax: 219-228-5241

Seller has agreed to sell, and Buyer has agreed to buy, a number of gallons of Product during each Delivery Month, not to exceed the Quantity for each Delivery Month. Such sales shall be made under the terms and conditions set forth in the Contract. Terms set forth in boldface have the meaning assigned in the box above.

Product delivered to Buyer during a Delivery Month in a volume not to exceed the Quantity for such Delivery Month shall be priced at the Fixed Price for the Delivery Month. Purchases delivered in any Delivery Month that exceed such Quantity are not subject to this provision and shall be at Seller's posted price, or as otherwise agreed. Any unused portion of the Quantity for any Delivery Month shall not be carried over into any later month except by written agreement of Seller. An additional service charge may be charged on fuel not delivered and held for delivery in forward months.

If Seller is unable to deliver the specified Quantity during any Delivery Month due to shortage of Product, or other cause beyond the reasonable control of Seller, Seller may offer to provide Buyer with fuel procured from an alternative location, with additional transportation cost to be added to the delivered price of the Product.

**ENTERING THIS TRANSACTION DOES NOT RESULT IN BUYER OPENING OR OWNING A FUTURES OR OPTIONS POSITION. SELLER MAKES NO PROMISE OF ANY PARTICULAR ECONOMIC RESULTS AND DISCLAIMS ALL LIABILITY OR RESPONSIBILITY EXCEPT AS SPECIFICALLY UNDERTAKEN HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY ACT OR OMISSION COMING WITHIN THE SCOPE OF THIS CONTRACT OR FOR BREACH OF ANY OF ITS PROVISIONS. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS.**

**THIS CONTRACT IS NOT INTENDED TO, AND DOES NOT, CREATE ANY FIDUCIARY DUTY ON THE PART OF EITHER PARTY TO THE OTHER.**

**SELLER: Al Warren Oil Company, Inc.**

**BUYER: Village of Tinley Park**

BY:



BY:



Date:

3/4/21

Date:

March 2, 2021

# AL WARREN OIL CO., INC.

Specialized Petroleum Marketers

## FIXED FORWARD CONTRACT Fuel Pricing

Seller: Al Warren Oil Company, Inc.

Address: 1646 Summer St. Hammond, IN 46320

Buyer: Village of Tinley Park

Address: 7980 W. 183<sup>rd</sup> Tinley Park, IL 60477

<b>DELIVERY MONTH</b>	<b>QUANTITY (IN GALLONS)</b>	<b>BASE PRICE (PER GALLON)</b>	<b>PRODUCT</b>	<b>SERVICE CHARGE</b>
April 2021	3,500	2.10	ULSD	
May 2021	3,500	2.10	ULSD	
June 2021	3,500	2.10	ULSD	
July 2021	3,500	2.10	ULSD	
August 2021	3,500	2.10	ULSD	
September 2021	3,500	2.10	ULSD	
October 2021	3,500	2.10	ULSD	
November 2021	3,500	2.10	ULSD	
December 2021	3,500	2.10	ULSD	
January 2022	3,500	2.10	ULSD	
February 2022	3,500	2.10	ULSD	
March 2022	3,500	2.10	ULSD	
	<b>TOTAL GALLONS</b> 42,000			<b>TOTAL SERVICE CHARGE</b> N/A

Sales Office: 1646 Summer St. Hammond, IN 46320

Phone: 219-228-5041 Fax: 219-228-5241

Seller has agreed to sell, and Buyer has agreed to buy, a number of gallons of Product during each Delivery Month, not to exceed the Quantity for each Delivery Month. Such sales shall be made under the terms and conditions set forth in the Contract. Terms set forth in boldface have the meaning assigned in the box above.

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**ENTERING THIS TRANSACTION DOES NOT RESULT IN BUYER OPENING OR OWNING A FUTURES OR OPTIONS POSITION. SELLER MAKES NO PROMISE OF ANY PARTICULAR ECONOMIC RESULTS AND DISCLAIMS ALL LIABILITY OR RESPONSIBILITY EXCEPT AS SPECIFICALLY UNDERTAKEN HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY ACT OR OMISSION COMING WITHIN THE SCOPE OF THIS CONTRACT OR FOR BREACH OF ANY OF ITS PROVISIONS. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS.**

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SELLER: Al Warren Oil Company, Inc.

BUYER: Village of Tinley Park

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



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



Date: \_\_\_\_\_

3/4/21

Date: \_\_\_\_\_

March 2, 2021

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. NO. 2021-R-010 “A RESOLUTION APPROVING A CONTRACT FOR FIXED FORWARD FUEL PRICING WITH AL WARREN OIL COMPANY, INC.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 2, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of March, 2021

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK