
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-019

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

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. NO. 2022-R-019

**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 15th day of February, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 15th day of February, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

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

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. 183rd Tinley Park, IL 60477

DELIVERY MONTH	QUANTITY (IN GALLONS)	BASE PRICE (PER GALLON)	PRODUCT	SERVICE CHARGE
April 2022	10,000	2.79	Unleaded Gas	
May 2022	10,000	2.79	Unleaded Gas	
June 2022	10,000	2.79	Unleaded Gas	
July 2022	10,000	2.79	Unleaded Gas	
August 2022	10,000	2.79	Unleaded Gas	
September 2022	10,000	2.79	Unleaded Gas	
October 2022	10,000	2.79	Unleaded Gas	
November 2022	10,000	2.79	Unleaded Gas	
December 2022	10,000	2.79	Unleaded Gas	
January 2023	10,000	2.79	Unleaded Gas	
February 2023	10,000	2.79	Unleaded Gas	
March 2023	10,000	2.79	Unleaded Gas	
	TOTAL GALLONS <u>120,000</u>			TOTAL SERVICE CHARGE 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**.

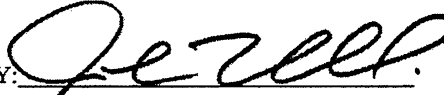
ENTERING THIS TRANSACTION DOES NOT RESULT IN BUYER OPENING OR OWNING A FUTURES OR OPTIONS POSITION. SELLER MAKES NO PROMISE OF ANY PARTICULAR ECONOMIC RESULTS AND DISCLAIMS ALL LIABILITY OR RESPONSIBILITY EXCEPT AS SPECIFICALLY UNDERTAKEN HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, 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: 2/16/22

Date: 2/16/22

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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SELLER: Al Warren Oil Company, Inc.

BUYER: Village of Tinley Park

BY: _____

BY:  _____

Date: _____

Date: 2-15-2022 _____

AL WARREN OIL CO., INC.

Specialized Petroleum Marketers

FIXED FORWARD CONTRACT Fuel Pricing

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Address: 1646 Summer St. Hammond, IN 46320

Buyer: Village of Tinley Park

Address: 7980 W. 183rd Tinley Park, IL 60477

DELIVERY MONTH	QUANTITY (IN GALLONS)	BASE PRICE (PER GALLON)	PRODUCT	SERVICE CHARGE
April 2022	3,500	2.94	ULSD	
May 2022	3,500	2.94	ULSD	
June 2022	3,500	2.94	ULSD	
July 2022	3,500	2.94	ULSD	
August 2022	3,500	2.94	ULSD	
September 2022	3,500	2.94	ULSD	
October 2022	3,500	2.94	ULSD	
November 2022	3,500	2.94	ULSD	
December 2022	3,500	2.94	ULSD	
January 2023	3,500	2.94	ULSD	
February 2023	3,500	2.94	ULSD	
March 2023	3,500	2.94	ULSD	
	TOTAL GALLONS <u>42,000</u>			TOTAL SERVICE CHARGE N/A

Sales Office: 1646 Summer St. Hammond, IN 46320

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

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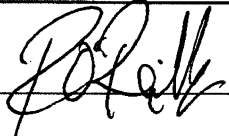
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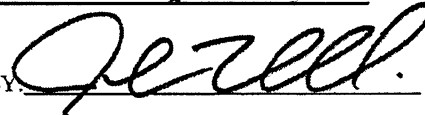
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BUYER: Village of Tinley Park

BY: _____



BY: _____



Date: _____

2/16/22

Date: _____

2/16/22

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SELLER: Al Warren Oil Company, Inc.

BUYER: Village of Tinley Park

BY: _____

BY: Michael W. Dief

Date: _____

Date: 2-15-2022

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-019 “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 February 15, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of February, 2022.

VILLAGE CLERK