

RESOLUTION 25-264

**A RESOLUTION TO AWARD BID FOR FLEET REFUELING TO
TRI-STAR ENERGY, LLC**

WHEREAS, the City requires fleet refueling services for various departments in order for them to perform daily operations; and

WHEREAS, an Invitation to Bid was prepared, advertised and routed to three vendors; and

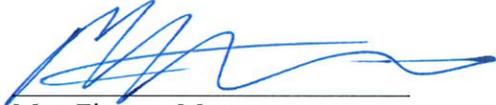
WHEREAS, Tri-Star Energy, the City's current vendor, was the sole bidder to have submitted a bid on October 29, 2025; and

WHEREAS, Tri-Star Energy satisfied the requirements contained in the Invitation to Bid including having two locations within the City for refueling of City vehicles and multiple locations throughout the area and providing an emergency plan for fueling for City vehicles; and

WHEREAS, Tri-Star will charge the City at terminal price plus \$0.12 per gallon for purchased fuel.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, that bid award be made to Tri-Star Energy, LLC for fleet refueling effective January 1, 2026, for a three-year term with an optional renewal for two additional years at the terminal price plus \$0.12 per gallon.

Passed and adopted this 17th of November, 2025.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Kyle Therriault, Purchasing Agent
DATE: 11/17/2025
SUBJECT: Resolution 25-264

RECOMMENDATION:

Finance recommends the Board approve this resolution to ensure there is no impact to essential City operations.

BACKGROUND:

The City requires fleet refueling services to support daily operations across nearly all departments. These services include the purchase of various grades of unleaded gasoline and diesel fuel. An invitation to bid was issued and publicly advertised for fleet refueling services. Tri Star Energy, LLC submitted the sole bid and provided an Emergency Management Plan, which has been reviewed and approved by the City.

FINANCIAL IMPACT:

The cost structure for this contract remains unchanged from the previous agreement. Tri Star Energy, LLC will continue to charge the terminal price plus a fixed profit margin of \$0.12 per gallon on all grades of gasoline and diesel fuel.



City of Spring Hill | Department
199 Town Center Parkway
Spring Hill, Tennessee 37174
ktherriault@springhilltn.org
931.446.2384

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and TRI STAR ENERGY LLC, a Florida limited liability company. (“Vendor”) (collectively as “Parties”), and is hereby extended on November 17, 2025, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services fleet refueling services and desires to contract with a third-party independent Vendor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid;

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be January 1, 2026.
2. **TERM.** The term of this agreement shall be from the Effective Date herein through December 31, 2028. The Parties may extend the agreement in writing, with or without modification as agreed upon by the parties annually for a maximum of two twelve (12) month periods beyond the initial 36-month Agreement term.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Card readers should be located outside and easily accessible to City drivers.
- b. The card reader shall be capable of restricting both quantity and type of fuel dispensed to a particular vehicle.
- c. Purchases shall be tracked by both vehicles and drivers.
- d. The Vendor shall supply fuel cards as needed and requested by the City without additional charges to the City.
- e. Vendor shall supply three grades or octane levels of gasoline at fueling sites. Availability for small volume diesel purchase is also required.
 - a. Regular octane rating shall be minimum of 87.
 - b. Medium octane rating shall be minimum of 89.
 - c. Premium octane rating shall be minimum of 91.
 - d. Diesel fuel for over the road usage.
- f. Refueling stations shall have 24-hour, seven-day per week availability.

- g. List of emergency contact person(s) shall be available on site in the event of a refueling issue or emergency.
- h. Refueling stations shall be well lit and have water, towels and windshield cleaner routinely available.
- i. Provide a minimum of two (2) fueling sites within the city limits of Spring Hill (preferably one north and one south). Multiple locations dispersed throughout the city is preferred.
- j. Vendor shall provide and maintain an emergency operations plan to ensure the continuous delivery of gasoline to the City's Police, Fire, Public Works, Utilities and other emergency operations during periods of limited supply including but not limited to fuel shortages, natural disasters, power outages, or similar events. In the event of an emergency, if vendor is unable to perform in accordance with its emergency plan or meet the City's operation requirements, the Vendor shall promptly secure, at its own expense, a qualified supplier of subcontractor capable of meeting the City's needs. Failure to do so shall constitute a default under this Agreement and may result in termination or other remedies available to the City.

5. CITY'S RESPONSIBILITIES.

- a. Fuel purchases shall be made from vendor-owned facilities using a computerized fueling card system.

6. PAYMENT TERMS. Vendor shall provide the services described herein in accordance with the pricing and fee structure set forth in Schedule A, which is attached hereto and incorporated by reference as though fully set forth therein. All payments under this Agreement shall be made in accordance with the rates and terms specified in Schedule A. Pricing shall remain firm and unchanged for the initial term of this Agreement and for any renewal or extension periods mutually agreed upon by the Parties.

7. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees, as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of

the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

8. **AMENDMENT AND TERMINATION.** This Agreement may be amended only by written agreement of both Parties. This Agreement may be terminated by the City with or without cause upon thirty (30) days written notice to the Vendor. The City may also terminate immediately for cause, including but not limited to Vendor's failure to perform breach of this Agreement, or inability to meet operational or emergency requirements. The Vendor may terminate this Agreement only for cause, and only after providing the City with ninety (90) days prior written notice specifying the nature of the cause and affording the City reasonable opportunity to cure if curable. Upon termination, Vendor shall ensure the orderly continuation or transition of services to prevent any interruption in the City's access to fuel supply.
9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor

agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
14. **TIME.** The Contractor shall finish within the agreed upon time frame.
15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

If to City:

Kyle Therriault, Purchasing Agent
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior

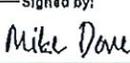
negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. PAYMENT OF EXPENSES; BREACH. Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
KYLE THERRIAULT
Purchasing Agent of Spring Hill
Date of Execution: 11-24-25

Signed by:
By: 
DA627BC9A14E433
VENDOR REPRESENTATIVE
Date of Execution: 11/23/2025 | 12:34 PM CST

Schedule A

Fuel Type	Profit Margin Constant per gallon	Delivery Charge
Gasoline 87 Octane at vendor facility	\$0.12	N/A
Gasoline 89 Octane at vendor facility	\$0.12	N/A
Gasoline 93 Octane at vendor facility	\$0.12	N/A
ULSD Diesel at vendor facility	\$0.12	N/A

Cost plus pricing is based on the daily OPIS price