

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2025, by and between the City of Two Rivers, a Wisconsin municipal corporation, hereinafter referred to as "City," and Kwik Trip, Inc., a Wisconsin corporation, hereinafter referred to as "Kwik Trip." (together "Parties", each a "Party").

RECITALS

WHEREAS, the City requires a consistent and reliable supply of motor fuels for its fleet of vehicles and equipment; and

WHEREAS, the Supplier is engaged in the business of selling and distributing motor fuels and has submitted a proposal to the City to supply such fuels; and

WHEREAS, the City has selected the Supplier to provide fuel based on the terms of its proposal;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement shall automatically renew if neither party provides notice of termination by December 1 of the year of the term.

2. SCOPE OF SERVICES

The Supplier agrees to provide the City with all fuel types, as needed, and to ensure said fuel is available 24 hours a day, 365 days a year, at the Supplier's retail location in Two Rivers, Wisconsin, and all other participating Kwik Trip locations.

3. PRICING AND DISCOUNT

a. Pricing: The price for fuel purchased by the City shall be the Supplier's posted retail price at the pump at the time of fueling.

b. Discount: The Supplier shall provide a discount of twelve cents (\$0.12) per gallon on all fuel purchased under this Agreement. This discount will be calculated on the total volume of fuel purchased each month and applied as a credit on the monthly statement.

4. TAX EXEMPTION

The Supplier will remove federal excise taxes from the City's invoices. The tax-exempt rates are acknowledged as 18.4 cents per gallon for gasoline and 24.4 cents per gallon for diesel fuel. The City will provide any necessary exemption certificates or other sufficient proof of tax exemption to the Supplier.

5. FUEL CARD PROGRAM

a. Issuance: The Supplier will provide, at no cost to the City, customized fuel cards for use by authorized City personnel within a week of any request the City makes for said fuel cards.

b. Customization: The City may request specific restrictions and controls for each card, including but not limited to, fuel type limits, volume limits, and time-of-day restrictions.

c. Reporting: The Supplier shall provide the City with free access to an online account management portal for tracking, reporting, and account administration. Detailed reports will be available to the City at any time via the portal.

6. INVOICING AND PAYMENT

a. Invoicing: The Supplier shall provide the City with a single, consolidated statement at the end of each calendar month detailing all fuel purchases made during that period. The statement shall clearly show the total volume purchased, the pre-discount cost, the application of the per-gallon discount, and the final amount due. The statement shall be provided within five (5) days of the end of each calendar month.

b. Payment Terms: The City shall pay each monthly statement in full within thirty (30) days of the statement date or the City's actual receipt of the statement, whichever is later.

7. SUPPLIER'S OBLIGATIONS

- Ensure fuel is available to the City as described in Section 2.
- Accurately track all purchases made with City-issued fuel cards.
- Apply all discounts and tax exemptions as specified herein.
- Provide an Account Manager and access to a commercial accounts department for customer service during normal business hours.

8. CITY'S OBLIGATIONS

- Ensure that fuel cards are used only by authorized personnel for official City business.
- Promptly report any lost or stolen cards to the Supplier.
- Pay all invoices in accordance with the terms of this Agreement.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party for any material breach of this Agreement, provided the breaching party has not cured the breach within that notice period.

10. NOTICES

All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

If to the City: Kyle Kordell, City Manager, 1717 E Park St, Two Rivers, WI 54241

If to the Supplier: Andrew Weis, Account Manager, Kwik Trip Commercial Fuel Sales, 2025 Kwik Trip Way, La Crosse, WI 54602.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF TWO RIVERS

City of Two Rivers

Name: Kyle Kordell

Title: City Manager

Date: _____

Kwik Trip, Inc.

By: _____

Name: _____

Title: _____

Date: _____