

RESOLUTION 26-02

A RESOLUTION TO APPROVE EMERGENCY EXPENDITURES FOR ASPHALT FOR THE BUCKNER LANE/JUNE LAKE BOULEVARD INTERSECTION

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen authorized the use of the asphalt city contract with Rogers Group to install the final asphalt layer to the intersection of Buckner Lane and June Lake Boulevard by Resolution 25-252 in the amount of \$228,636.50 (including contingency); and

WHEREAS, during the installation on December 10-12, 2025, it was determined that the initial estimate was miscalculated and additional materials would be needed; and

WHEREAS, in accordance with the City's Purchasing Policy, such activities qualify as an emergency expenditure due to it being a threat to the health, safety and welfare of the City and its citizens; and

WHEREAS, the Purchasing Policy requires that emergency purchases exceeding \$25,000 be reported to and approved by the Board of Mayor and Aldermen; and

WHEREAS, Rogers Group provided all needed extra material at a cost of \$169,498.70 as detailed in Exhibit A attached hereto; and

WHEREAS, funding to cover the emergency expenditure will be paid with FY 26 budgeted funds.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approved the emergency expenditure for additional asphalt material needed to complete the Buckner Lane/June Lake Boulevard intersection from Rogers Group in the amount of \$169,498.70 for a total amount due of \$397,635.20.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of January, 2026.


Matt Fitterer, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Missy Stahl, CIP Director
DATE: 1/5/2026
SUBJECT: Resolution 26-02 – To approve emergency expenditures for asphalt for the Buckner Lane/June Lake Boulevard intersection

RECOMMENDATION:

To approve an emergency expenditure to Rogers Group for additional asphalt needed to complete the Buckner Lane/June Lake Boulevard intersection

BACKGROUND:

The City contracted with Rogers Group (the city's asphalt contractor) to install the final asphalt layer for the intersection of Buckner Lane/June Lake Boulevard at a proposed cost of \$228,636.50 (includes approved contingency). The installation was started on Dec. 10, 2025 and during the first day, it was discovered that the estimated quantity was miscalculated and additional asphalt material would be needed.

In order to not hold up the completion of this intersection, staff approved the additional material to maintain the health, wealth and safety of the City and its citizens. Per the Purchasing Policy, emergency expenditures over \$25,000 must be approved the Board of Mayor and Aldermen.

FINANCIAL IMPACT:

The additional amount of the emergency expenditure is \$169,498.70 and will be funded from the 18-75 Fund (311-48002-59125) using budgeted funds in FY 26.

SUPPORTING DOCUMENTS:

Rogers Group invoice





ROGERS GROUP, INC.
 992 Baker Rd.
 Columbia, TN 38401

To: City of Spring Hill - Tyler Scroggins / Missy Stahl
 199 Town Center Parkway
 Spring Hill, TN 37174
 931-486-2252

Customer Nbr: 36841548

Invoice Nbr: 017286-1F
 Invoice Date: 12/22/2025
 Job No: 017286
 Project Name: City of SH Buckner Int
 Work Performed Thru: 12/13/2025

1. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE	
(A) Original Estimated Contract Amount	\$ 228,136.50
(B) Total Change Orders to Date	\$ -
(C) Current Estimated Contract Amount (A+B)	\$ 228,136.50
2. ANALYSIS OF WORK PERFORMED	
(A) Total Work Completed To Date	\$ 397,635.20
(B) Retainage on Work Completed	\$ -
(C) Net Earned on Work Completed (A-B)	\$ 397,635.20
(D) Less Previous Billings	\$ -
(E) Index This Invoice	\$ -
(F) Amount Due This Payment	\$ 397,635.20
(G) Percent of Work Completed to Date	174%

By delivery of these services, we acquire lien rights on the property improved. Notice is given that if this invoice is not paid in the ordinary course of business, this company will exercise said rights.

REMIT TO: PO BOX 102798
 ATLANTA,GA,30368-2798

Interest at the highest legal rate allowable under jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date Rogers Group, Inc. receives payment.

By: Alexander Jones

Date: 12/22/2025

RESOLUTION 25-252

A RESOLUTION TO APPROVE THE USE OF CITY CONTRACTS TO COMPLETE THE BUCKNER LANE AT JUNE LAKE BOULEVARD INTERSECTION IMPROVEMENTS

WHEREAS, the City of Spring Hill has committed to widening Buckner Lane to improve traffic flow and congestion; and

WHEREAS, the intersection of Buckner Lane at June Lake Boulevard requires final asphalt topping, new traffic signals and traffic pattern, and corresponding striping; and

WHEREAS, the City has annual contracts with Rogers Group for asphalt paving and Kerr Brothers for striping from which City staff has obtained cost proposal to complete the intersection; and

WHEREAS, the cost of the improvements utilizing city contracts is \$263,275.30, as detailed:

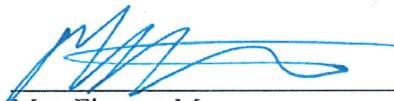
Rogers Group	\$203,636.50
Kerr Brothers	\$ 59,638.80; and

WHEREAS, staff recommends approval of a contingency in the amount of \$36,724.70 for a total improvement cost not-to-exceed of \$300,000.00; and

WHEREAS, funding for the improvements will be expensed from FY 2026 budgeted funds.

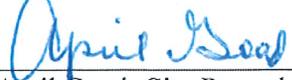
NOW THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approve utilizing city contracts with Rogers Group and Kerr Brothers to complete the final asphalt and striping for the Buckner Lane at June Lake Boulevard for a total cost not-to-exceed \$300,000.00.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 3rd day of November, 2025.



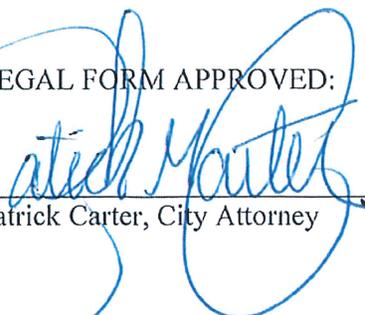
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Missy Stahl, CIP Director
DATE: 11/3/2025
SUBJECT: Resolution 25-252 – To approve the use of city contracts to complete the Buckner Lane at June Lake Boulevard intersection improvements

RECOMMENDATION:

To approve Resolution 25-252 to approve the use of the City's annual asphalt contract and the annual striping contract to complete the improvements needed at the Buckner Lane at June Lake Boulevard intersection

BACKGROUND:

The City of Spring Hill has committed to widen Buckner Lane with includes improvements to the Buckner Lane at June Lake Boulevard intersection, specifically the installation of new traffic signals, pedestrian poles, final asphalt topping and striping. The City has annual contracts with Rogers Group for asphalt paving and Kerr Brothers for striping. Staff requested cost proposals from each to finish the improvements and the costs would be:

Rogers Group	\$203,636.50
Kerr Brothers	\$ 59,638.80
Contingency	<u>\$ 36,724.70</u> (recommended by staff)
TOTAL COST	\$300,000.00

The developer for June Lake was originally responsible for the intersection but due to timing differences in completion, the City entered into a Developer Agreement that assigned the completion over the City and the developer paid a fee-in-lieu of in the amount of \$99,999.84. This fee-in-lieu of would be applied to the total improvement cost.

FINANCIAL IMPACT:

Funding would be from FY 26 budgeted funds in the 18-75 Fund (311-48002-59125), offset with the fee-in-lieu of from the June Lake developer.

SUPPORTING DOCUMENTS:

Attachments – Cost proposals from Rogers Group and Kerr Brothers



City of Spring Hill | Department
199 Town Center Parkway
Spring Hill, Tennessee 37174
email@springhilltn.org
XXX.XXX.XXXX



Proposal

PROJECT

City of SH Buckner INT

Rogers Group, Inc.
 992 Baker Road
 Columbia, TN 38401
 931-777-9450
 Alexander.jones@rogersgroupinc.com

DATE

10/21/2025

*Prices Valid for thirty (30) days.

TO: Tyler Scroggins
 City of Spring Hill
 199 Town Center Pkwy
 Spring Hill, TN 37174
 (931) 486-2252

Bid Item	Description	Quantity	UOM	Unit Price	Ext Price
1010	SWEEP & CLEAN	13,334.000	SY	\$ 0.40	\$5,333.60
1020	TACK COAT	1,334.000	GL	\$ 4.35	\$5,802.90
1030	1.5" 70-22 D SURFACE	1,100.000	TN	\$ 175.00	\$192,500.00
Grand Total:					\$203,636.50

Special Conditions:

1. Price includes mobilizations as shown. Invoice will be based on actual number of mobilizations.
2. Temporary traffic control using flaggers, where necessary, is included in our price.
3. Flagging included for RGI scope of work only.
4. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.
5. Price does not include undercutting of subgrade due to failure.
6. No permanent traffic control is included in our price.
7. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.
8. Any budgetary pricing is based on current AC index, fuel, equipment, and labor rates. Prior to material placement, price shall be updated based on current monthly rates.
9. If GPS machine control is required, all required files for Trimble shall be provided to Rogers Group, Inc at no cost.
10. Price is based on all work to be done during 2024 construction season.
11. Rogers Group, Inc. will do no paving work in January or February of any year.
12. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
13. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
14. This proposal shall be included in any contract signed by Rogers Group, Inc.
15. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner

16. TDOT Special Provision 109B for Bituminous Adjustment is in effect for this proposal. Any and all paving scope adjustments shall be paid to RGI as such. Proposal "Basic Bituminous Index" price is: \$600

Quotation prepared by: Alex Jones

To accept this quotation, sign here and return:

Name:

Title:

Date:



Kyle Theriault
Purchasing Agent
11-3-25

COPY

TERMS & CONDITIONS

Final and complete payment for all Work performed hereunder shall be made not later than fifteen (15) days after the completion of Work or delivery of materials. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

RGI shall not become obligated to perform the Work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the Work hereunder, RGI shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

RGI shall be provided with suitable access to the work area. If RGI's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit RGI to perform its Work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of RGI's Work is specified, RGI shall undertake it in the course of our normal operating schedule. RGI shall not be liable for any failure to undertake or complete the Work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which RGI is involved, directly or indirectly.

If for causes beyond our control our Work is not complete within twelve (12) months after the date of your acceptance of this proposal, RGI may cancel this agreement at any time thereafter on ten (10) days' notice. In such event RGI shall be (I) relieved of any further obligation with respect to the balance of the Work; and (II) entitled to receive final and complete payment for all Work performed to the date of cancellation within fifteen (15) days thereafter.

RGI shall not be responsible for, and customer agrees to hold RGI, its officers, directors, successors, assigns, agents, and employees, harmless from and indemnify them against, any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways or injuries resulting from hazardous or toxic waste within the Work area. It is further understood that RGI shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of sub-grade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time our Work was undertaken.

You agree to indemnify and save RGI, its officers, directors, successors, assigns, agents, and employees harmless from and against all loss, damage, costs, expenses and attorney's fees of every kind whatsoever which may occur on account of any breach by you of this contract. This agreement shall be governed by and construed under the law of the state in which the Work is to be performed.

CITY OF SPRING HILL						
BUCKNER LANE INTERSECTION						
BUCKNER LANE THERMO						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-02.04	PLASTIC PVMT MRKG (CHANNELIZATION)	45	S.Y.	\$ 45.00	\$ 2,025.00	
716-02.05	PLASTIC PVMT MRKG (STOP LINE)	150	L.F.	\$ 25.00	\$ 3,750.00	
716-02.06	PLASTIC PVMT MRKG (TURN LANE ARROW)	8	EACH	\$ 250.00	\$ 2,000.00	
716-02.09	PLASTIC PVMT MRKG (LONGITUDINAL CROSSWALK)	250	L.F.	\$ 50.00	\$ 12,500.00	
716-02.10	PLASTIC PVMT MRKG (6" LINE)	0.38	L.M.	\$ 7,500.00	\$ 2,850.00	
716-02.12	PLASTIC PVMT MRKG (8" LINE)	3300	L.F.	\$ 3.00	\$ 9,900.00	
716-04.05	PLASTIC PVMT MRKG (STRAIGHT ARROW)	4	EACH	\$ 250.00	\$ 1,000.00	
					\$34,025.00	

BUCKNER LANE TEMP PAINT						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-05.01	PAINTED PVMT MRKG (4" LINE)	1,004	L.M.	\$ 1,200.00	\$ 1,204.80	
716-05.06	PAINTED PVMT MRKG (TURN LANE ARROW)	8	EACH	\$ 110.00	\$ 880.00	
716-05.11	PAINTED PVMT MRKG (STRAIGHT ARROW)	4	EACH	\$ 110.00	\$ 440.00	
716-05.05	PAINTED PVMT MRKG (STOP LINE)	150	L.F.	\$ 12.00	\$ 1,800.00	
					\$4,324.80	

JUNE LAKE DRIVE THERMO						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-02.04	PLASTIC PVMT MRKG (CHANNELIZATION)	60	S.Y.	\$ 45.00	\$ 2,700.00	
716-02.05	PLASTIC PVMT MRKG (STOP LINE)	70	L.F.	\$ 25.00	\$ 1,750.00	
716-02.06	PLASTIC PVMT MRKG (TURN LANE ARROW)	3	EACH	\$ 250.00	\$ 750.00	
716-02.09	PLASTIC PVMT MRKG (LONGITUDINAL CROSSWALK)	195	L.F.	\$ 50.00	\$ 9,750.00	
716-02.10	PLASTIC PVMT MRKG (6" LINE)	0.23	L.M.	\$ 7,500.00	\$ 1,725.00	
716-02.12	PLASTIC PVMT MRKG (8" LINE)	500	L.F.	\$ 3.00	\$ 1,500.00	
716-03.01	PLASTIC WORD PVMT MRKG (ONLY)	2	EA	\$ 600.00	\$ 1,200.00	
716-04.05	PLASTIC PVMT MRKG (STRAIGHT ARROW)	1	EACH	\$ 250.00	\$ 250.00	
					\$19,625.00	

JUNE LAKE DRIVE TEMP PAINT						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-05.01	PAINTED PVMT MRKG (4" LINE)	0.32	L.M.	\$ 1,200.00	\$ 384.00	
716-05.06	PAINTED PVMT MRKG (TURN LANE ARROW)	3	EACH	\$ 110.00	\$ 330.00	
716-05.11	PAINTED PVMT MRKG (STRAIGHT ARROW)	1	EACH	\$ 110.00	\$ 110.00	
716-05.05	PAINTED PVMT MRKG (STOP LINE)	70	L.F.	\$ 12.00	\$ 840.00	
					\$1,664.00	

SEND TO : TYLER SCROGGINS
 PHONE: 931-797-7760
 EMAIL: TSCROGGINS@SPRINGHILLTN.ORG