

RESOLUTION 17-89

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FOR SERVICES WITH DEMPSEY DILLING & ASSOCIATES FOR 2018 SPECIAL POPULATION CENSUS

WHEREAS, the City of Spring Hill has performed two (2) separate special population censuses since the 2010 Federal Census; and

WHEREAS, the City of Spring Hill has budgeted \$150,000 in the FY2017-18 fiscal budget for the completion of a special population census; and

WHEREAS, Dempsey, Dilling & Associates performed the 2014 and 2016 special population censuses for the City of Spring Hill; and

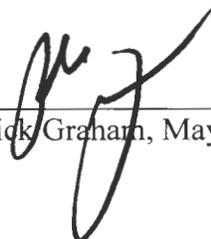
WHEREAS, at the request of the City of Spring Hill based upon past experience in performing special population censuses and the current contract for professional services, Dempsey, Dilling & Associates prepared and submitted a proposal for professional services to conduct a special population census for the City of Spring Hill; and

WHEREAS, the proposal from Dempsey, Dilling & Associates provides for a scope of services to perform the 2018 special population census in accordance with requirements of the State of Tennessee for a lump sum cost of \$130,000; and

WHEREAS, the proposal outlines the responsibilities of the City of Spring Hill in the performance of the special population census that will be covered with remaining funds budgeted for the census.

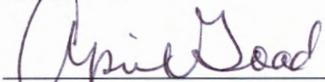
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of the City of Spring Hill, TN to sign the Proposal for Services from Dempsey, Dilling & Associates to prepare the 2018 Special Population Census for a lump sum cost of \$130,000.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 21st day of August, 2017.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 17-89*
SUBMITTED BY: Chuck Downham, Assistant City Administrator
DATE: August 7, 2017
RE: Proposal for Services – 2018 Special Population Census
ATTACHMENTS: Proposal for Services from Dempsey, Dilling & Associates

PURPOSE:

To approve Resolution 17-89 to authorize the Mayor to execute a proposal for services with Dempsey, Dilling & Associates to prepare the 2018 special population census for the City of Spring Hill for a lump sum cost of \$130,000.

BACKGROUND:

The U.S. Census Bureau conducted a nationwide population census in 2010. The population figures ascertained from the population census are utilized by the City of Spring Hill and the State of Tennessee to determine per capita revenues the City is entitled to receive that equate to approximately \$120 per capita annually. The State of Tennessee allows communities to perform a special population census at their expense to demonstrate significant population growth in order to capture additional per capita revenues the City is entitled to receive. Because of the continued rapid growth experienced by the City of Spring Hill, the City has undertaken additional special population censuses over the past 16 years in order to ensure the additional residents moving to the community are accounted for in the disbursement of per capita revenues.

Based upon the continued residential growth as reflected in the issuance of residential building permits since the last special population census was completed in 2016, the City is expecting an increase in population that could exceed 40,000 residents as a result of performing a special population census. Below is a summary of the population of Spring Hill since 1940 to illustrate the importance accounting for population growth plays in optimizing per capita revenues including performing special population censuses following the national census completed by the U.S. Census Bureau in 2000 and 2010 when the City's population grew from 7,115 in 2000 to 36,530 in 2016 which was the certified population from the most recent special population census.



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Dempsey, Dilling & Associates has presented the City of Spring Hill with a Proposal for Services to prepare the 2018 special population census. The proposal enumerates the scope of services to be provided as well as a listing of responsibilities the City will provide to complete the census in accordance with requirements of the State of Tennessee. The services proposed by Dempsey, Dilling & Associates for the special census will be completed for a lump sum cost of \$130,000. The schedule provided in the proposal includes coordination of reviewing agency (Development District) verification by March 1, 2018 and providing required documentation to the State of Tennessee by May 1, 2018 so that the revised population resulting from the special census if approved can be utilized in the preparation of the FY2018-19 fiscal budget relative to budgeting for per capita revenues.

FINANCIAL IMPACT:

The FY2017-18 approved fiscal budget provides a budget of \$150,000 to complete the special population census. The proposal from Dempsey, Dilling & Associates provides the professional services will be performed for a lump sum cost of \$130,000. The remaining \$20,000 in budgeted funding will be required to complete City responsibilities as enumerated in the proposal from Dempsey, Dilling & Associates that will include printing and postage expenses, actual cost for verification services by the Development District, and other items required to complete the census.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 17-89 to authorize the Mayor to execute the attached Proposal for Services presented by Dempsey, Dilling & Associates for professional services to prepare the 2018 special population census for the City of Spring Hill for a lump sum cost of \$130,000.

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

The Board of Mayor and Alderman will need to act upon Resolution 17-89 to authorize the Mayor to execute the proposal for services from Dempsey, Dilling & Associates to prepare the 2018 special population census for the City of Spring Hill. Following execution of the proposal, Dempsey, Dilling & Associates will initiate services as outline in their proposal including coordination of reviewing agency (Development District) verification by March 1, 2018 and provide required documentation to the State of Tennessee by May 1, 2018.



DEMPSEY, DILLING & ASSOCIATES, P.C.

ENGINEERING CONSULTANTS

Aug 02, 2017

File No. 0100-437

Mr. Chuck Downham, Assistant City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, Tennessee 37174

**RE: CITY OF SPRING HILL, TENNESSEE
2018 SPECIAL CITYWIDE CENSUS
PROPOSAL FOR SERVICES**

Dear Mr. Downham:

As requested, Dempsey, Dilling & Associates, P.C. (DDA) *Engineering Consultants* is pleased to submit a proposal for providing professional services for the **2018 SPECIAL CITYWIDE CENSUS** under our current ongoing contract with the City. Our proposal is based on providing professional services to provide a complete and timely submittal in accordance with the State of Tennessee Economic and Community Development (ECD) Boyd Center for Business and Economic Research, Special Census Procedures.

DDA proposes to provide the following services:

1. Compile a current master address listing of all the city residential properties, utilizing records from GIS, county tax records, utility billing software, and the codes department.
2. Develop a schedule of activities to meet the State's deadlines for submittals.
3. Develop all census forms and notices and coordinate printing and mailing activities.
4. Create a database and maintain online forms for receiving responses on the internet.
5. Perform verification analysis on the responses to ensure accuracy and avoid any duplication.
6. Solicit responses from all group type homes to be counted towards the city's population.
7. Make concerted efforts to ensure the largest participation of all the city's citizens.
8. Coordinate with the reviewing agency (Development District) and provide all documentation necessary for verification by March 1.
9. Coordinate with the State of Tennessee's Boyd Center and provide all documentation necessary by May 15.
10. Provide a written final enumeration summary report of the special citywide census.

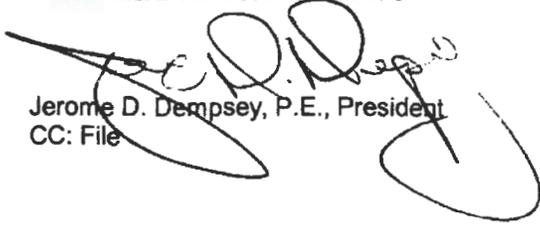
Owner's responsibilities will include:

1. Actual cost of printing and mailing.
2. Data entry for mailed responses returned to the city.
3. Assist in calling efforts to remind and solicit responses from citizens.
4. Actual cost for verification services by the Development District.
5. Modifications to the City's website to promote and receive census responses.
6. Development of social media and other forms of public notifications.

DDA proposes to perform items 1 through 10 as described above for a lump sum cost of \$130,000. If approved, DDA's billing will be based on percent progress of work and completion of milestone items 1 through 10. Should the scope of the project change in which DDA is required to perform additional services, the hourly rates located within the attached Terms and Conditions shall apply. If the City is in agreement with this proposal, we ask that both original copies be signed by an approved representative of the City of Spring Hill. One copy should be retained by the City of Spring Hill and one copy returned to DDA as authorization to proceed. Please note the attached Exhibit A "Terms and Conditions" are an integral part of this proposal and are taken from our current contract with the City. DDA makes no guarantees as to the final tabulated outcome of the special census count.

Again, DDA appreciates the opportunity to provide a proposal to the City of Spring Hill for this specified project. Should you have any questions or comments please give me a call.

Sincerely,
DEMPSEY, DILLING & ASSOCIATES, P.C.
ENGINEERING CONSULTANTS



Jerome D. Dempsey, P.E., President
CC: File

ACCEPTED BY CITY OF SPRING HILL, TN



Authorizing Signature

Mayor

Authorizing Representative's Title (Print or Type)

8/21/17

Date

EXHIBIT "A"
TERMS AND CONDITIONS

Access to the Site/Job Site Safety

Unless otherwise stated, Dempsey, Dilling & Associates, P.C. (DDA) will have access to the site for activities necessary for the performance of the services. The Client/Owner understands that DDA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety. DDA will not be responsible for any losses or injuries that occur at the project site.

The Owner's Responsibilities:

Designate, in writing, a single person to act as the Client's/Owner's representative.

Provide DDA with all available information, which is pertinent to the project.

Guarantee access to the work and make all provisions for DDA to enter upon public lands as required to perform work essential to the development of the project.

Give thorough consideration to all reports and other documents presented by DDA and inform DDA of all decisions within a reasonable time so as not to delay the work of DDA.

Furnish DDA with any standards to be required to follow.

Furnish approvals from all government authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for the completion of the project.

Provide all legal, accounting, independent cost estimating and insurance counseling services as may be required for the project.

Give prompt written notice to DDA whenever it is observed or otherwise becomes apparent that any defects exist in the Project.

Fees

The total lump sum fee, if applicable, shall be understood to be an estimate and shall not be exceeded without written approval of the Client/Owner. Hourly rate charges will be as follows:

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<u>Classification</u>	<u>Standard Hourly Charge</u>
Principal Engineer	125.00
Engineer	100.00
Engineering Intern	90.00
Sr. CADD Designer	65.00
CADD Technician	50.00
Construction Representative	50.00
Administrative Assistant	50.00
Clerical	40.00

Outside services contracted for a specific project, such as professional or technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the sub-consultant's statement plus 15% for overhead.

- a) Travel by private vehicle at 0.54 cents per mile, or current IRS rate.
- b) In-house printing, reproduction, photography, and computer service

Termination of Services

This Agreement may be terminated by the Client/Owner or DDA should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay for all services rendered to the date of termination, all-reimbursable expenses, and reimbursable termination expenses. The Client/Owner shall have the right to terminate

this Agreement by giving written notice to DDA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Insurance

DDA shall secure and maintain such insurance as will protect it from claims of bodily injury, death or property damage, which may arise from the performance of service under this Agreement.

Indemnification

Should DDA become involved in third party litigation as a result of its performance of work for the Client/Owner under this Agreement, The Client/Owner agrees to defend and hold harmless and pay all attorneys fees for DDA to such litigation. If any claim is brought against either the Client/Owner or DDA's sub-consultants by any third party, relating in whole or in part to the negligence of the Client/Owner or DDA's sub-consultants, each party shall indemnify the other against any loss or judgments, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. The Client/Owner will reimburse DDA for expenses related with claims, including attorney's fees and costs, if DDA is proven not to be negligent. In addition, the Owner agrees to defend, indemnify and hold harmless DDA, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made arising out of or in connection with DDA's performance of work hereunder made or brought against DDA (other than any employee, officer, director, agent or other representative of DDA) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that DDA performs hereunder without neglect and does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the Project site.

Limitation of Liability

For each Project, the limitation of liability of DDA, its employees, agents, and sub-consultants, for claims of loss, injury, death, damage or expense, including third party claims, shall not exceed the total sum of DDA's fee as set forth in the Agreement or \$50,000.00, whichever is greater, for any claims arising out of DDA's or it's sub-consultants negligence. If this Project concerns the removal of asbestos or surveys related to asbestos, the Owner specifically agrees to indemnify and hold DDA harmless from any and all claims, liabilities or damages, including attorney fees, related to any claim for asbestos or asbestos contamination, including but not limited to, personal injury or wrongful death associated with asbestos in regard to the Project without 40limitation.

Ownership of Documents

All documents produced by DDA under this Agreement shall remain the property of DDA and may not be used by the Client/Owner for any other endeavor without the written consent of DDA. The Client/Owner agrees to defend, indemnify and hold harmless DDA should any claims, damages and expenses, including attorney's fees, arise out of any unauthorized reuse of the documents by the Client/Owner or others acting through or on behalf of the Client/Owner. Any reuse or adaptation of DDA documents in other projects shall entitle DDA to additional compensation in an amount to be agreed upon by the Client/Owner and DDA.

Changes

The Client/Owner may request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Client/Owner and DDA shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the Client/Owner or the Client's/Owner's representatives are strictly prohibited without the knowledge and written consent of DDA. DDA shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Applicable Laws

Unless otherwise indicated, this Agreement shall be governed by the laws of the State of Tennessee.

Opinion of Construction Cost

Any opinion of probable construction cost or estimates prepared by DDA represents DDA's judgment as design professionals and is supplied for general guidance of the Client/Owner. Since DDA has no control over the construction marketplace, DDA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client/Owner.