

**RESOLUTION 25-295**

**A RESOLUTION TO AMEND RESOLUTION 22-242 TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT WITH BUCKNER LANE PARTNERS LLC FOR THE JUNE LAKE WATER STORAGE TANK**

**WHEREAS**, the Board of Mayor and Aldermen adopted Resolution 22-242 on November 7, 2022, approving a Development Agreement with Buckner Lane Partners LLC for the construction of the June Lake Water Storage Tank; and

**WHEREAS**, Resolution 22-242 authorized the Mayor to execute the Development Agreement and any ancillary documents in substantial conformity with the approved form; and

**WHEREAS**, the June Lake Water Storage Tank project is approaching completion and requires certain closeout coordination, project documentation, and fulfillment of remaining obligations; and

**WHEREAS**, the City and Buckner Lane Partners LLC desire to extend the term of the Development Agreement and confirm the scope of work necessary for project closeout, and agree to continue cost-sharing such closeout items on a fifty-percent basis as outlined in Exhibit A, with total additional costs not to exceed \$50,000; and

**WHEREAS**, the Parties agree that extending the term of the Development Agreement until June 30, 2026 is in the best interest of the City; and

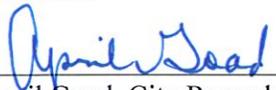
**WHEREAS**, City staff recommends approval of an amendment to the Development Agreement to reflect this extension, closeout scope, and spending limit.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the City hereby amends Resolution 22-242 to extend the term of the Development Agreement with Buckner Lane Partners LLC until June 30, 2026, and to extend the agreement to include the scope of work necessary for closeout items associated with the June Lake Water Storage Tank project.

Passed and adopted on the 15<sup>th</sup> day of December, 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:** Dan Allen, ACA, GM Water  
**DATE:** 12/8/2025  
**SUBJECT:** Resolution 25-295 Amendment to Resolution 22-242 to Extend the Development Agreement with Buckner Lane Partners, LLC for the June Lake Water Storage Tank

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**RECOMMENDATION:**

Staff recommends approval of Resolution 25-295, amending Resolution 22-242 to extend the term of the development agreement with Buckner Lane Partners, LLC for the June Lake water storage tank.

**BACKGROUND:**

Resolution 22-242 authorized a development agreement with Buckner Lane Partners, LLC for the June Lake water storage tank. However, the agreement expired on September 30, 2024 and necessary work needs to be done to close out the project. The extension of the development agreement will be through June 30, 2026 and will continue cost-sharing such closeout items on a fifty-percent basis as outlined in Exhibit A, with total additional costs not to exceed \$50,000.

**FINANCIAL IMPACT:**

Funds for the extension have already been approved and allocated therefore will not be requested in a future budget amendment.

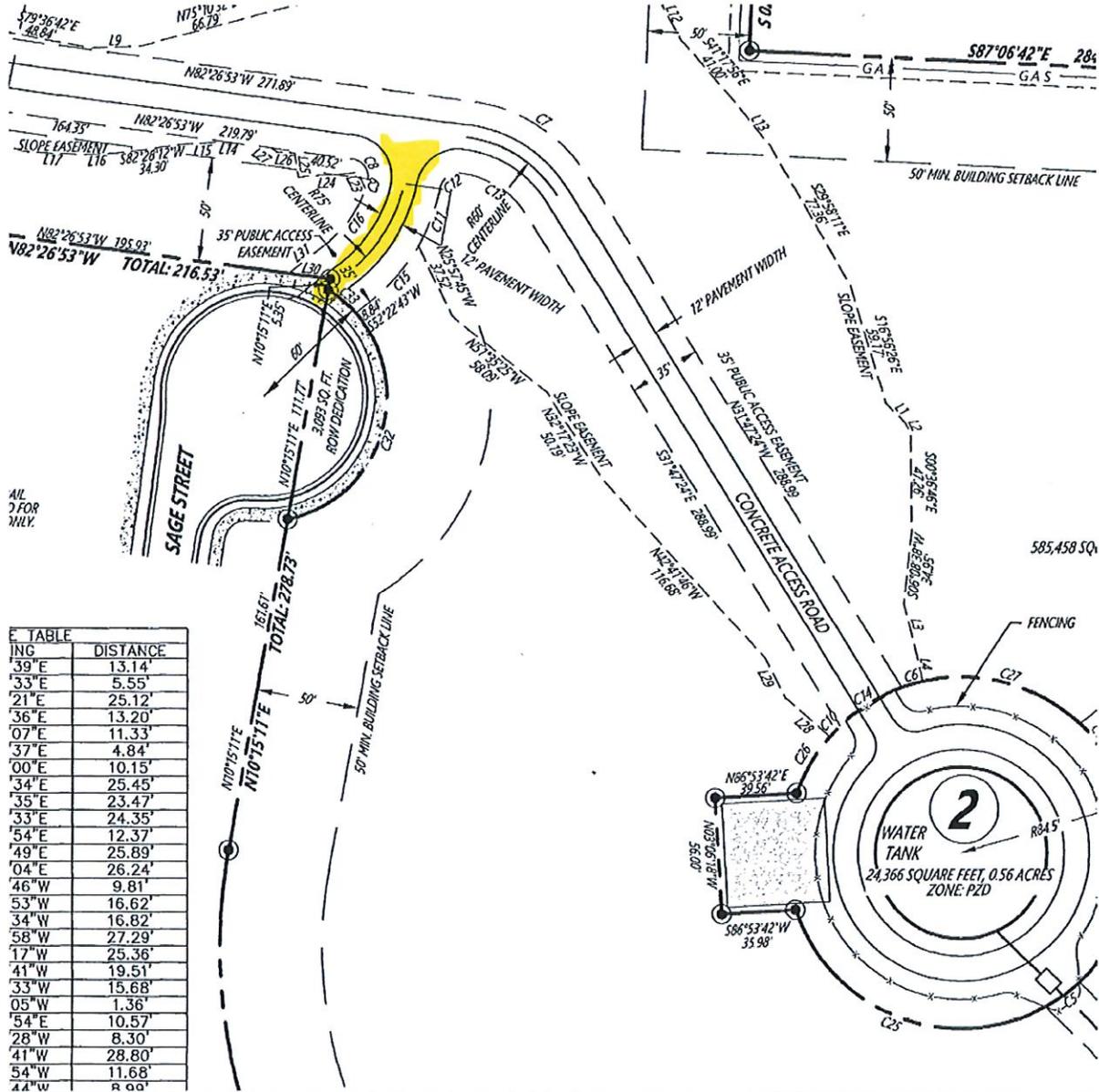
**ATTACHMENTS:**

Resolution 24-242  
Amendment No. 1 Joint Development Agreement  
Scope of work



Exhibit A: Closeout Scope of Work

- 1.) Heavy duty concrete paving along the public access easement to Sage Street as shown on the approved construction plans and in the depiction below:



- 2.) Single black vinyl 20' barrier gate and associated posts and hardware installed at the end of the public access easement at Sage Street.
- 3.) Previously invoiced MTE electrical service charges and Williamson County recording fees.

**AMENDMENT NO. 1**  
**TO THE JOINT DEVELOPMENT AGREEMENT**  
*(Extension of Term & Addition of Closeout Scope of Work)*

This **AMENDMENT NO. 1 TO THE JOINT DEVELOPMENT AGREEMENT** (“Amendment”), is entered into this 15 day of December, 2025, by and between Buckner Lane Partners LLC (“Developer”) and the **CITY OF SPRING HILL, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (“City”). Developer and City are sometimes referred to collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Joint Development Agreement dated the 7 day of November, 2022 (the “Agreement”), relating to construction of water infrastructure improvements to support the phased development of June Lake and to allocate associated costs; and

**WHEREAS**, the Agreement established a period for completion of certain Developer-constructed improvements, including the potable water storage tank facility and associated infrastructure; and

**WHEREAS**, additional time is required for the Parties to complete remaining responsibilities, documentation, verification, and physical improvements related to project closeout; and

**WHEREAS**, the Parties desire to formally extend the term of the Agreement and to add a defined Scope of Work for Closeout Items, attached and incorporated as Exhibit A to this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term Extension**

The term of the Agreement is hereby amended to extend all obligations, deadlines, and performance requirements therein through **June 30, 2026**.

Any references within the Agreement to completion dates, operative periods, or term expirations shall be understood to reflect this extended date.

**2. Addition of Closeout Scope of Work**

A new section is hereby added to the Agreement as follows:

Exhibit A: Closeout Scope of Work

Developer shall complete all remaining closeout items associated with the Storage Tank, Water Line, Tank Site Work, Access Road, and related infrastructure as further described in Exhibit A – Closeout Scope of Work, attached hereto and incorporated herein by reference.

The Parties acknowledge and agree that Exhibit A constitutes the mutually approved list of remaining tasks necessary for project closeout, including, but not limited to, punch-list items, documentation, testing, inspections, easement completion, certifications, restoration, and any other requirements specified therein. The Parties further agree that the City shall be responsible for fifty percent (50%) of the costs associated with the completion of the tasks set forth in Exhibit A, consistent with the cost-sharing provisions outlined in the Agreement.

Developer shall complete the work defined in Exhibit A in accordance with all applicable laws, City standards, and the terms of the Agreement.

### 3. Effect of Amendment

Except as expressly amended herein, all other terms, conditions, rights, and obligations contained in the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

### 4. Counterparts

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

CITY OF SPRING HILL, TENNESSEE

By: [Signature]  
Name: Kyle Throckmolt  
Title: Purchasing Agent  
Date: 12-16-25

BUCKNER LANE PARTNERS LLC

By: [Signature]  
Name: DON ALEXANDER SR  
Title: PRESIDENT  
Date: 12-16-25

**Exhibit A – Closeout Scope of Work**