SPRING HILL
TENNESSEE

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: J. Carter Napier | City Administrator

Vernon Gerth | Interim Development Services Director

DATE: November 2, 2026

SUBJECT: Infrastructure Development Agreement – Signature Home – June Lake, Windfall Phase 1

STAFF RECOMMENDATION:
That the Board of Mayor and Aldermen approve the Sewer Moratorium Infrastructure Development Agreement between the City of Spring Hill and, Propst Realty Nashville LLC, and Signature Homes Realty LLC, jointly for June Lake, Windfall Phase 1, authorizing the developer to proceed with the required on-site and off-site infrastructure improvements on at-risk basis subject to the terms and conditions of the agreement.

BACKGROUND:
The developer owns certain real property known as Windfall Phase 1 within the June Lake Planned Development and has submitted construction plans for the various on- and off-site infrastructure improvements. In addition to required road improvements, the proposed work includes on-site and off-site water and sewer infrastructure improvements.

The developer acknowledges that wastewater treatment and collection capacity has not been allocated or approved for Windfall Phase 1. Nevertheless, the developer wishes to proceed with the construction and completion of the proposed on-site and off-site infrastructure improvements at its own risk and expense, prior to potentially receiving allocation of sewer capacity from the Board of Mayor and Aldermen.

The developer further acknowledges and understands that approval of the agreement does not constitute an allocation or approval of wastewater treatment or collection capacity, nor does it guarantee future sewer capacity. No connection to the City's wastewater collection system or authorization to discharge wastewater will be permitted until the required sewer capacity has been formally allocated and all applicable infrastructure improvements and other requirements necessary for connection have been completed and approved by the City.

Approval of the agreement will allow the developer to advance the specified infrastructure improvements while recognizing the City's existing sewer capacity constraints and preserving the City's authority over future sewer capacity allocation and connection approvals, consistent with the terms of the agreement.

FINANCIAL IMPACT
There is no immediate or short-term municipal cost because the expense of designing, permitting, installing, and maintaining the system is borne entirely by the developer. When the city does have additional capacity, allowing continued use of the septic system would cause Spring Hill Water to lose predictable, recurring monthly sewer utility fees. Therefore, this system should not be designed to function in perpetuity and thus should be designed to be decommissioned when sewer capacity is available. At that time the property should be connected to city sewer.

SUPPORTING DOCUMENTATION
Sewer Moratorium Infrastructure Development Agreement – June Lake, Windfall Phase 1