



January 15, 2026

Board of Commissioners
6:30 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.
3. Comments from citizens.
4. Comments of the City Manager and staff.
5. Reports and comments from committees, members of the Board of Commissioners and other officers.
6. Consent agenda items.
7. Unfinished Business.
8. New Business.

- a. Consider Resolution 26-1313, a resolution of the City of Goodlettsville Board of Commissioners approving an agreement with S&ME, Incorporated for archaeological services associated with the Moss-Wright Park traffic flow improvement project.
- b. Consider Resolution 26-1314, a resolution of the City of Goodlettsville Board of Commissioners approving the first amendment to Economic Impact Plan for the Rivergate Mall Economic Development Plan Area. **PUBLIC HEARING**

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

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AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 26-1313 A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with S&ME, Incorporated for archaeological services associated with the Moss-Wright Park Traffic Flow Improvement Project. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 26-1313 Dept. of Origin: Administration For Agenda of: January 15, 2026 Originator: Sean Pfalzer Cost of Item: \$24,300 – General Fund, Fund Balance
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AGENDA ITEM ATTACHMENTS:

Resolution 26-1313

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with S&ME, Incorporated for archaeological services associated with the Moss-Wright Park Traffic Flow Improvement Project.

FINANCIAL SUMMARY:

\$24,300 – General Fund, Fund Balance

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1313.

RESOLUTION NO. 26-1313

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING AN AGREEMENT WITH S&ME, INCORPORATED FOR ARCHAEOLOGICAL SERVICES ASSOCIATED WITH THE MOSS-WRIGHT PARK TRAFFIC FLOW IMPROVEMENT PROJECT.

WHEREAS, the City of Goodlettsville (the "City") is undertaking the Moss-Wright Park Traffic Flow Improvement Project (the "Project"); and

WHEREAS, the Project requires professional archaeological services to ensure compliance with applicable federal, state, and local laws, regulations, and guidelines; and

WHEREAS, S&ME, Incorporated has been determined to be the qualified and experienced proposer to provide the necessary archaeological services for the Project; and

WHEREAS, the City has negotiated an agreement with S&ME, Incorporated for the provision of such archaeological services, a copy of which is attached hereto and incorporated herein as Exhibit I (the "Agreement"); and

WHEREAS, the Board of Commissioners has reviewed the Agreement and finds that approval of the Agreement is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT:

1. The Agreement between the City of Goodlettsville and S&ME, Incorporated for archaeological services associated with the Moss-Wright Park Traffic Flow Improvement Project, attached hereto as Exhibit I, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Agreement and any related documents and to take such further actions as may be necessary or appropriate to carry out the intent of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

Adopted: January 15, 2026

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

**AGREEMENT FOR SERVICES**

Form AS-071

Date: December 17, 2025	Job Number: 25130639
S&ME, Inc. (hereafter Consultant)	Client Name: City of Goodlettsville (hereafter Client)
Address: 7410 Northside Drive, Suite 110 City: North Charleston State: SC Zip: 29420	Address: 105 S Main Street City: Goodlettsville State: TN Zip: 37072
Telephone: 843-884-0005 Fax:	Telephone: Fax:
PROJECT	
Project Name: Archaeology for the Moss-Wright Park Traffic Improvement Areas Project location: (Street Address) 745 Caldwell Dr City: Goodlettsville State: TN Zip: 37072	
SERVICES TO BE RENDERED	
Proposal Number: 25130639 dated: December 17, 2025 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Goodlettsville

S&ME, Inc.

BY: (Signature)

BY: (Signature)

(Print Name / Title)

(Print Name / Title)

DATE:

DATE:

PROPOSAL NUMBER: 25130639

Client's FAXED or DIGITAL signature to be treated as original signature



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 26-1314 A resolution of the City of Goodlettsville Board of Commissioners approving the first amendment to Economic Impact Plan for the Rivergate Mall Economic Development Area. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 26-1314 Dept. of Origin: Community Development For Agenda of: January 15, 2026 Originator: Alex West Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 26-1314
Amendment

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners approving the first amendment to Economic Impact Plan for the Rivergate Mall Economic Development Area.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1314.

RESOLUTION 26-1314

**A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS
APPROVING THE FIRST AMENDMENT TO ECONOMIC IMPACT PLAN FOR THE
RIVERGATE MALL ECONOMIC DEVELOPMENT AREA.**

WHEREAS, the City of Goodlettsville seeks to preserve and promote the local economic welfare and vitality; and,

WHEREAS, construction of public infrastructure in the Rivergate Mall area will provide a necessary and substantial benefit to the citizens of the City of Goodlettsville; and,

WHEREAS, on May 29, 2025 following proper public notice and public hearing, the Industrial Development Board of the City of Goodlettsville (the “Industrial Development Board”) and the City of Goodlettsville Board of Commissioners approved the Economic Impact Plan for the Rivergate Mall Economic Development Area

WHEREAS, the Industrial Development Board has approved a certain First Amendment to Economic Impact Plan for the Rivergate Mall Economic Development Area (the “First Amendment”), in a form attached hereto as Exhibit 1, and has submitted such First Amendment to the City of Goodlettsville Board of Commissioners for approval; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS THAT:

Section 1. The City of Goodlettsville Board of Commissioners hereby finds that the First Amendment is in furtherance of promoting economic development in the community, will develop trade and commerce in and adjacent to the City of Goodlettsville contribute to the general welfare, and alleviate conditions of unemployment, and will be necessary and advantageous to the Industrial Development Board in furthering the purposes of the Industrial Development Corporation Act.

Section 2. The City of Goodlettsville Board of Commissioners hereby approves the First Amendment in the form attached hereto as Exhibit 1 and incorporated herein by reference, it being in the interest of the citizens of the City of Goodlettsville to do so, and the Industrial Development Board is authorized to take such other action as may be necessary, appropriate or required to implement the First Amendment.

Section 3. Any substantive or material amendment to the First Amendment or the Economic Impact Plan must be approved by resolution of the City of Goodlettsville Board of Commissioners.

Section 4. This Resolution is effective upon adoption, as the welfare of the Citizens of Goodlettsville requires it.

MAYOR RUSTY TINNIN

Adopted: January 15, 2026

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF GOODLETTSVILLE

FIRST AMENDMENT TO
ECONOMIC IMPACT PLAN
FOR THE
RIVERGATE MALL ECONOMIC DEVELOPMENT AREA

That certain Economic Impact Plan for the Rivergate Mall Economic Development Area (the “**Plan**”), adopted by the Industrial Development Board of the City of Goodlettsville, Tennessee, on _____, 2025, and approved by the City Commission of the City of Goodlettsville, Tennessee, on _____, 2025, is hereby amended as follows:

- A. Section 2 of the Plan shall delete the last four sentences of the first paragraph and replace with the following:

The Company has agreed to provide certain Public Infrastructure connection with the Development (the “**Public Improvements**”), which shall include the construction of new roadways, upgraded water and wastewater infrastructure and community greenspace throughout the Plan Area and the Property. The Public Improvements located in the Plan Area are anticipated to cost approximately more than \$29 million.

- B. Section 3 of the Plan is hereby deleted in its entirety and replaced with the following.

3. Boundaries of Plan Area. The Development, including the Project, will be located in the area shown on either Exhibit A-1 or Exhibit A-2 attached hereto (the “**Plan Area**”). The area shown on Exhibit A-1 will be the Plan Area in the event the Company consummates the land swap described in Exhibit B in the manner contemplated by Section 11 below (the “**Land-Swap**”). The area shown on Exhibit A-2 will be the Plan Area in the event the Company does not consummate the Land Swap. A list of the existing tax parcels that are in the Plan Area are attached hereto as Exhibit C. Upon adoption of this Plan, the Plan Area is hereby declared to be subject to this Plan, and the Project that will be located within the Plan Area is hereby identified as the required project for purposes of the IDB Act. The Plan Area only includes the Project and other parcels that will directly benefit from the Project due to the creation of the Public Improvements necessary for the Project and through interconnectivity of the multi-use development that includes the Project.

- C. The following paragraph shall be inserted as a new Section 11 to the Plan.

11. Land-Swap. Notwithstanding anything herein to the contrary, (i) TIF Revenues shall not be allocated to the Board as described by the Plan with respect to a parcel contemplated by Exhibit B as being acquired by the Company as part of the Land-Swap, unless and until the Company has consummated the Land-Swap on the terms contemplated by Exhibit B; (ii) if TIF Revenues are allocated to the Board as described above with respect to a parcel contemplated by Exhibit B as being acquired by the Company as part of the Land-Swap, then the Plan Area shall thereafter be fixed as that depicted in Exhibit A-1, and only properties located within the Plan Area as so depicted shall be eligible for allocation of TIF Revenues as described above; and (iii) if TIF Revenues are allocated to the Board as described above with respect to a parcel contemplated by Exhibit B as being conveyed by the Company to Dillard’s as part of the Land-Swap, then the Plan Area shall thereafter be fixed as that depicted in Exhibit A-2, and only properties located within the Plan Area as so depicted shall be eligible for allocation of TIF Revenues as described above.

- D. Exhibit A to the Plan is hereby deleted in its entirety and replaced with the attached Plan Exhibits A-1 and A-2.
- E. Exhibit B to the Plan is hereby deleted in its entirety and replaced with the attached Plan Exhibit B.
- F. Exhibit C to the Plan is hereby deleted in its entirety and replaced with the attached Plan Exhibit C.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED:

**INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF GOODLETTSVILLE**

By: _____
Title: _____
Date: _____

APPROVED:

THE CITY OF GOODLETTSVILLE, TENNESSEE

By: _____
Title: _____
Date: _____

**SIGNATURE PAGE TO THE FIRST AMENDMENT OF THE ECONOMIC IMPACT PLAN
FOR THE RIVERGATE MALL ECONOMIC DEVELOPMENT PLAN AREA**

PLAN EXHIBIT A-1

Conceptual Site Plan and Map of Plan Area (With Land-Swap)

[Inserted]

PLAN EXHIBIT A-2

Conceptual Site Plan and Map of Plan Area (Without Land Swap)

[Inserted]

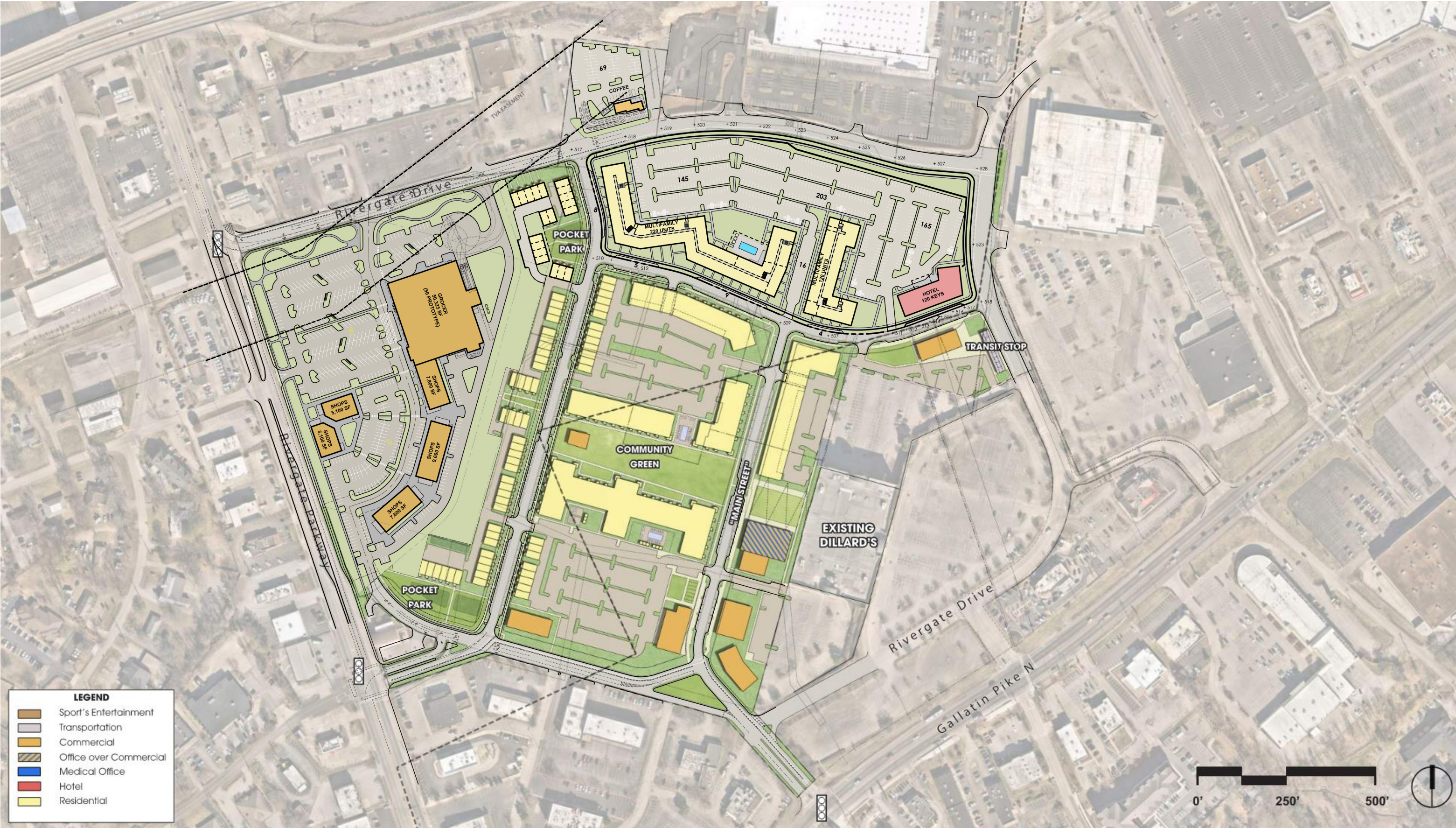
PLAN EXHIBIT B

Summary of Land-Swap

[Inserted]

PLAN EXHIBIT C

To be attached before 1/15/26



RIVERGATE MIXED USE
CONCEPTUAL DESIGN | GOODLETTSVILLE, TN | OCTOBER 1, 2025

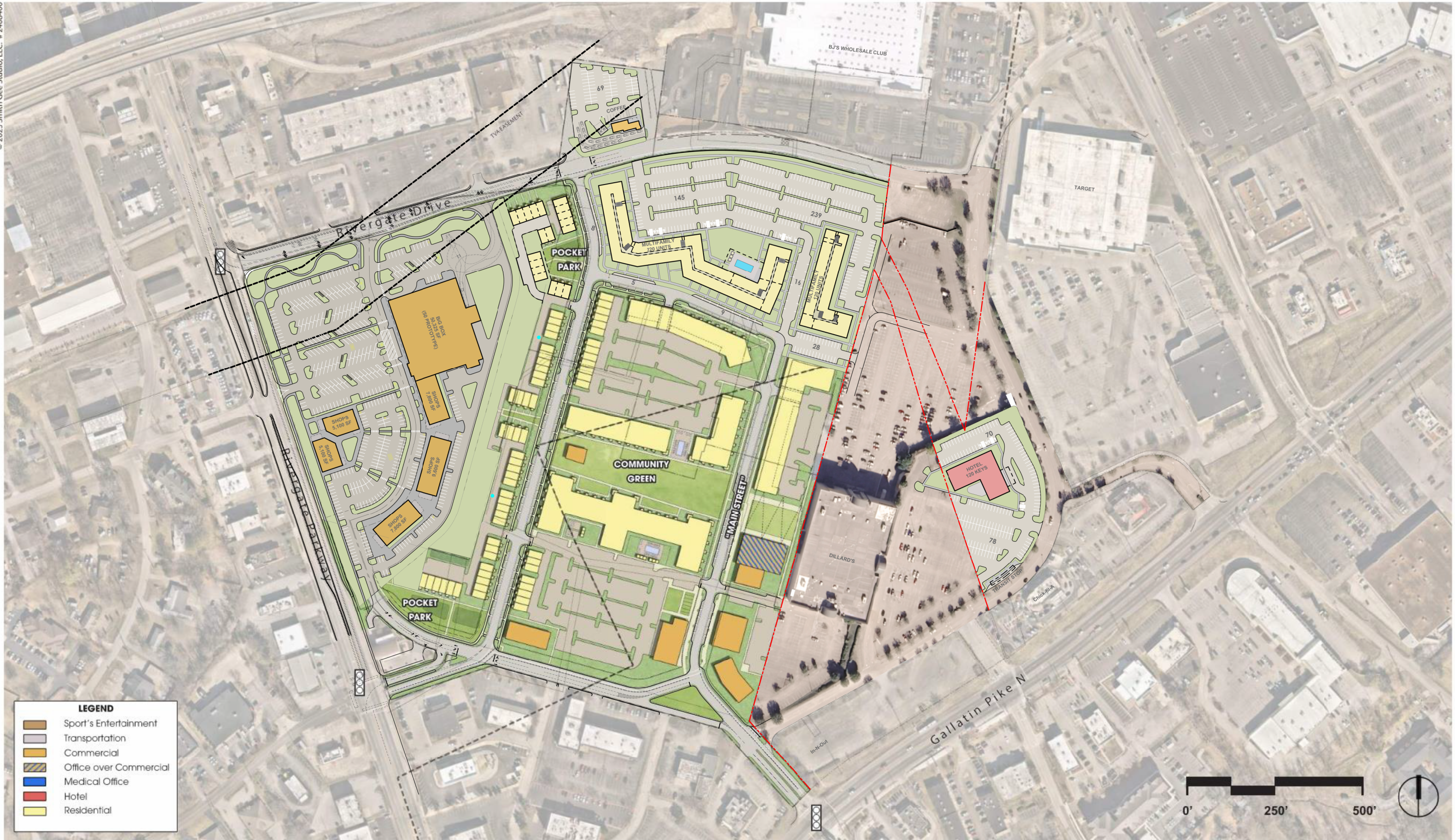
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MERUS
ARCHITECTS

A4C

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SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

RIVERGATE MASTERPLAN
GOODLETTSVILLE, TN
NASHVILLE, TN

CONCEPT PLAN

MAY 27, 2025





NOTE: ALL METES AND BOUNDS SHALL BE CONFIRMED BY SURVEYOR FOR THE REPLAT OF THE PARCELS TO COMPLETE THE LAND SWAP CLOSING.

1. DILLARD'S PARCEL 03402007700
0.92 ACRES TO BE SWAPPED WITH MERUS WITHIN THE FOLLOWING BOUNDARIES:

STARTING POINT:
N: 717776.32
E: 1763286.82

MEASURING FROM THE POINT DEFINED ABOVE:
 N15°30'00"E 328.76'
 S27°00'00"E 102.82'
 S16°26'00"E 297.93'
 N74°31'40"W 227.05'

2. DILLARD'S PARCEL 02614006100
3.29 ACRES TO BE SWAPPED WITH MERUS WITHIN THESE BOUNDARIES

STARTING POINT:
N: 717692.75
E: 1763635.19

MEASURING FROM THE POINT DEFINED ABOVE:
S67°30'19"W 20.15'

N22°00'00"W 360.99'
N27°00'00"W 160.51'
N7°38'27"E 224.55'
S74°47'14"E 34.50'
CH BEARING = S79°49'25"E CH = 48.28' L = 48.34' R = 275'
S84°51'36"E 120.44'
CH BEARING = N52°30'14"E CH = 33.87' L = 37.21' R = 25'
N10°23'26"E 6.05'
S82°19'38"E 78.94'
S7°46'40"W 335.31'
S7°48'00"W 355.84'

3. KDI, UNDER PSA WITH MERUS, PARCEL 03402007600
0.30 ACRES TO BE SWAPPED WITH DILLARD'S WITHIN THESE BOUNDARIES

STARTING POINT:
N: 717776.32
E: 1763286.82

MEASURING FROM THE POINT DEFINED ABOVE:

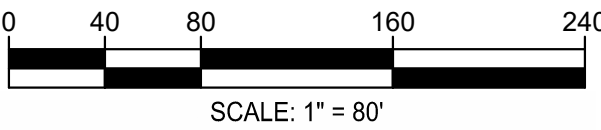
S15°30'00"W 273.90'
S15°30'00"W 389.07'
N74°30'00"W 20.00'
N15°30'00"E 389.07'
N15°29'52"E 273.89'
S74°31'40"E 20.01'

4. KDI, UNDER PSA WITH MERUS, PARCEL 02614005200
3.91 ACRES TO BE SWAPPED WITH DILLARD'S WITHIN THESE BOUNDARIES

STARTING POINT:
N: 717692.75
E: 1763635.19

MEASURING FROM THE POINT DEFINED ABOVE:

N67°30'19"E	179.50'			
S22°29'41"E	162.32'			
S22°29'41"E	45.26'			
S22°29'41"E	103.47'			
CH BEARING = S69°04'50"E		CH = 7.29'	L = 8.17'	R = 5'
N64°20'00"E	205.22'			
CH BEARING = S77°45'02"E		CH = 153.63'	L = 165.44'	R = 125'
S39°50'04"E	91.67'			
S50°00'08"W	60.12'			
N39°50'04"W	95.35'			
CH BEARING = N77°45'03"W		CH = 122.90'	L = 132.35'	R = 100'
S64°19'57"W	143.77'			
CH BEARING = S74°36'07"W		CH = 32.09'	L = 32.26'	R = 90'
CH BEARING = S44°32'55"W		CH = 38.83'	L = 42.23'	R = 30'
CH BEARING = S30°57'53"W		CH = 296.95'	L = 308.01'	R = 330'
S57°42'07"W	63.96'			
N18°42'00"W	492.02'			
N16°26'00"W	124.07'			
S74°31'40"E	98.05'			
S22°00'00"E	69.01'			
N07°48'00"E	67.78'			



FULMER LUCAS

2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3715

NOT FOR
CONSTRUCTION
05.02.25

SITE DEVELOPMENT PLANS FOR:
RIVERGATE MASTER PLAN
1000 RIVERGATE PARKWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE 37072

[illegible]

DILLARD'S
LAND SWAP
EXHIBIT

1371-03 RIVERGATE MASTER PLAN