

ORDINANCE 24-19

**AN ORDINANCE TO AMEND TITLE 8, ALCOHOLIC BEVERAGES, TO ADD
CHAPTER 4, WINE IN RETAIL FOOD STORES**

WHEREAS, *Tennessee Code Annotated*, §§ 57-3-801-820 constitute the “Sale of Wine in Retail Food Stores Act”, which permits grocery stores to sell wine and authorizes package stores to sell a variety of items; and,

WHEREAS, *Tennessee Code Annotated*, § 57-3-801 permits municipalities that have approved sales of alcohol, either package stores or by the drink, to hold a referendum on whether to approve the sale of wine in grocery stores and other stores that meet the definition of a retail food store; and,

WHEREAS, on March 7, 2024, the Board of Commissioners of the Town of Nolensville, Tennessee, adopted Resolution #24-43, authorizing Town Staff to take action to create a petition for a referendum permitting wine in retail food stores in the Town of Nolensville, Tennessee; and,

WHEREAS, on June 6, 2024, the Board of Commissioners of the Town of Nolensville, Tennessee adopted Resolution 24-66 acknowledging that a petition initiative would be undertaken to obtain the required signatures of registered voters residing in the Town of Nolensville and to encourage citizens of the Town that were registered voters to participate in the petition process and that if the petition initiative provided the required signatures of registered voters residing in the Town to authorize a referendum be placed on the general election ballot; and

WHEREAS, the petition initiative provided sufficient positive response to place a referendum on the November 5, 2024, election ballot before the citizens of the Town of Nolensville to allow the opportunity for registered voters residing in the Town to vote to allow the sale of wine in retail food stores; and

WHEREAS, a referendum was held on November 5, 2024, by the Williamson County Election Commission to vote on whether to allow the sale of wine in retail food stores with 7,424 citizens voting in favor and 917 citizens voting against representing nearly ninety percent (90%) of registered voters approving the sale of wine in retail food stores; and

WHEREAS, the Board of Commissioners in response to the results of the referendum desire to amend the Nolensville Municipal Code to provide regulations for the sale of wine in retail food stores.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

SECTION 1. Title 8, Alcoholic Beverages, is hereby amended by adding Chapter 4, Wine in Retail Food Stores, contained in Exhibit “A” attached hereto.

SECTION 2. This ordinance shall become effective on January 9, 2025, after its passage and adoption, the public welfare demanding it.

Approved by the Board of Commissioners



Mayor

12-5-2024

First Reading

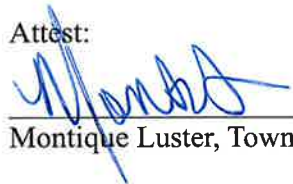
1-9-2025

Public Hearing

1-9-2025


Second Reading

Attest:



Montique Luster, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

 #131232

Gino Marchetti, Jr., Town Attorney

EXHIBIT "A"

TITLE 8

ALCOHOLIC BEVERAGES

CHAPTER

4. WINE IN RETAIL FOOD STORES.

CHAPTER 4

WINE IN RETAIL FOOD STORES

SECTION

8-401. Definitions.

8-402. Inspection fee on retail food store wine licensees.

8-403. Certificate of compliance.

8-404. Application for certificate.

8-401. Definitions. Whenever used in this chapter, the following terms shall have the following meanings unless the context necessarily requires otherwise:

(1) "Applicant" means a Person applying for a certificate of compliance.

(2) "Application" means the form or forms, or other information an applicant is required to file with the town in order to attempt to obtain a certificate of compliance.

(3) "At retail" means a sale to any person for any purpose other than for resale.

(4) "Certificate" or "certificate of compliance" means the certificate required pursuant to *Tennessee Code Annotated*, § 57-3-806, as the same may be amended, supplemented or replaced, and subject to the provisions set forth in this chapter for issuance of such a certificate.

(5) "License" means a license issued by the alcoholic beverage commission of the State of Tennessee pursuant to *Tennessee Code Annotated*, § 57-3-803, as the same may be amended, supplemented or replaced.

(6) "Licensee" means any Person holding a license, as that term is defined in this chapter.

(7) "Person" means any natural person as well as any corporation, limited liability company, partnership, firm or association or any other legal entity recognized by the laws of the State of Tennessee.

(8) "Retail food store" means an establishment that is open to the public and that derives at least twenty percent (20%) of its taxable sales from the retail sale of food and food ingredients for human consumption taxed at the rate provided in *Tennessee Code Annotated*, § 67-6-228(a) and that has retail floor space of at least one thousand, two hundred (1,200) square feet, or as otherwise defined in *Tennessee Code Annotated*, § 57-3-802(1), as the same may be amended, supplemented or replaced.

(9) "Wine" means the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, as further defined in *Tennessee Code Annotated*, § 57-3-802(2), as the same may be amended, supplemented or replaced.

8-402. Inspection fee on retail food store wine licensees. Pursuant to the authority contained in *Tennessee Code Annotated*, § 57-3-501 *et seq.*, there is hereby imposed an inspection fee on retail food store wine licensees. The inspection fee shall be five percent (5%) of the wholesale price of alcoholic beverages as defined in *Tennessee Code Annotated*, § 57-3-101(a)(1)(A) supplied by a wholesaler to a retail food store wine licensee.

8-403. Certificate of compliance. As a condition precedent to the issuance of a state license for the sale of wine in a retail food store, an applicant for a license shall first obtain a certificate of compliance from the town, pursuant to *Tennessee Code Annotated*, § 57-3-806. A certificate of compliance issued under this chapter shall be valid only for the premises proposed in the application, and any change of location of the business shall be cause for immediate nullification of the certificate. No certificate of compliance shall be issued for the sale of wine in a retail food store where such store would be a prohibited use under the town's zoning ordinance.

8-404. Application for certificate. Before any certificate, as required by *Tennessee Code Annotated*, § 57-3-806, shall be signed by the mayor, an application shall be filed with the town recorder giving the following information:

- (1) Name, age and address of the applicant(s).
- (2) Number of years residence at applicant's address.
- (3) If the applicant is a partnership, the name, age and address of each partner. If the applicant is a corporation, the name, age and address of the executive officers, or those who will be in control of the package store. The information in the application shall be verified by the oath of the applicant. If the applicant is a partnership or a corporation, the application shall be verified by the oath of each partner, or by the president of the corporation.
- (4) The location of the proposed store for the sale of wine.
- (5) The name and address of the owner of the store.
- (6) A TBI background check conducted within thirty days of the application establishing that the applicant(s) who are to be in charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of the application. If the applicant is a corporation, a TBI background check conducted within thirty days of the application establishing that the executive officers or those in control of the corporation have not been convicted of a felony within a ten-year period immediately preceding the date of the application.
- (7) A letter from the Planning Director verifying that the applicant(s) have secured a location for the business which complies with all zoning laws adopted by the Town as to the location of the business.

8-405. Issuance of certificate of compliance. Upon verification that the applicant meets the requirements of *Tennessee Code Annotated*, § 57-3-806, as same may be amended, supplemented or replaced, the mayor may issue the certificate with authorization by a majority of the board of commissioners.

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE TOWN OF NOLENSVILLE, TENNESSEE
REGARDING PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter called "County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department (hereinafter called "Highway Department"), and the **TOWN OF NOLENSVILLE, TENNESSEE** (hereinafter called "Town") located at 7218 Nolensville Road, Nolensville, Tennessee 37135 to establish the terms and conditions regarding periodic assistance from the Highway Department as available for maintenance of municipal roads which are located within the established boundary of the Town (hereinafter referred to collectively as "municipal roads").

RECITALS

WHEREAS, Town has determined that it would be advantageous for it to periodically request assistance from the Highway Department for the maintenance of municipal roads located within the boundaries of the Town;

WHEREAS, pursuant to *Tennessee Code Annotated, Section 54-7-202*, the Highway Department is authorized to perform road work for other governmental entities if authorized by County's legislative body and if the cost for the work is reimbursed to the Highway Department;

WHEREAS, Town has agreed to reimburse the Highway Department for the cost of all projects so authorized to be reimbursed to the Highway Department; and

WHEREAS, County and Town have determined that it is beneficial to the citizens of County to establish terms defining the services and compensation concerning the maintenance of Town's roads:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **Purpose of Agreement.** The purpose of this Agreement is to set forth the obligations of the parties for the provision of road work and maintenance to municipal roads within the jurisdiction of the Town.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated, Sections 12-9-101, et seq.*, and Section 54-7-202. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
- III. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
- IV. **Road Work.** County agrees to provide periodic road work and maintenance for any Town roads that are in the geographic area that is within the boundaries of Town at the discretion of the Williamson County Highway Superintendent ("Superintendent"). Before the Highway Department proceeds in the periodic road work and maintenance of any roads within the boundaries of Town, the Superintendent shall ensure that its employees, equipment, or materials are not needed for the maintenance, improvement, or construction of any County road before proceeding with Town's request.
- V. **Division of Labor and Costs.** The precise scope of work under this Agreement cannot be determined; therefore, Town agrees to reimburse County for all direct costs relating to any road project which the Highway Department provides service. Town shall reimburse the Highway Department for the costs

of all aspects of conducting the road work and maintenance. Town shall make payment to the Highway Department no later than thirty (30) days after receipt of an invoice from the Highway Department. County shall provide Town with the total cost for a road once it is completed.

VI. Term & Termination.

A. *Initial Term.* The term of this Agreement will begin on the date this Agreement is signed by all required parties and delivered to the office of the County Mayor and shall expire on June 30, 2025.

B. *Extensions.* This Agreement may be extended for additional terms of one (1) year each. The option to extend this Agreement may be exercised only if both parties agree in writing to extend this Agreement. To be effective, any extensions to this Agreement shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor. In no event shall this Agreement exceed five (5) years.

C. *Termination for Convenience.* Any party may withdraw from this Agreement at any time and without cause upon providing the other party with a minimum of thirty (30) days' written notice. Should Town initiate termination for convenience, then Town shall reimburse the Highway Department for all costs associated with the provision of road work and maintenance including, but not limited to, labor, material, and equipment. The parties may agree to terminate this Agreement at any time.

D. *Termination for Funding.* Should funding for this Agreement be discontinued by either party's legislative body, said party shall have the right to terminate this Agreement immediately upon notice to the other party.

VII. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

VIII. General Provisions.

A. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.

B. *Modification & Amendment.* This document constitutes the entire understanding of the parties. This Agreement may be modified only by written amendment executed by all parties and their signatories thereto.

C. *Force Majeure.* No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D. *No Warranties.* County, as the entity performing the road work, states that it offers no warranties of any kind, express or implied, including, but not limited to, fitness for use.

E. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

F. *Compliance with Law.* Both parties agree to comply with any applicable federal, state, or local laws and regulations. Both parties agree not to subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

G. *Notices.* Notices to County shall be sent to:

Attn: Office of the Williamson County Mayor
Address: 1320 West Main, Suite 125
Franklin, TN 37064

Notices to the Highway Department shall be sent to:

Attn: Superintendent Eddie Hood
Address: 302 Beasley Drive
Franklin, TN 37064

Notices to Town shall be sent to:

Office of the Town of Nolensville Mayor
Nolensville Town Hall
7218 Nolensville Rd.
Nolensville, TN 37135

H. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party contrary to the terms of this paragraph.

I. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.

J. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

K. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the Agreement.

L. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

M. *Maintenance of Records.* The books, records, and documents of the parties in so far as they relate to work performed or monies received under this Agreement shall be maintained for the period required by the Tennessee Open Records Act and may be audited by either party at its expense at any reasonable time and upon reasonable notice with generally accepted accounting principles.

N. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of Town and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this agreement shall be effective as of the date this Agreement is fully executed by all required parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Williamson County Mayor

By: _____
Phoebe Reilly, Budget Director

By: _____
Eddie Hood, Highway Superintendent

Date: _____

APPROVED AS TO LEGALITY OF FORM AND
COMPOSITION:

Williamson County Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: *Robin S. Galt*

Date: 1-9-2025

APPROVED AS TO LEGALITY OF FORM AND
COMPOSITION:

Town of Nolensville Attorney