



# ATHENS CITY COUNCIL WORK SESSION AGENDA

Monday, April 7, 2025, 5:00pm

Athens Municipal Building  
Burkett L. Witt Council Chambers

**I. INVOCATION**

**II. PLEDGE OF ALLEGIANCE**

**III. DISCUSSION**

- (1 - 13) A. Proposal Award of RFP 25-04 for NoogaLights, LLC to Host a Drive Through Christmas Light Show at Regional Park
- (14 - 20) B. Bid Award of RFB 25-05 for Mowing and Maintenance of Three City-Owned Cemeteries
- (21 - 23) C. Discussion of City Hall
- (24 - 26) D. Cook Park Splash Pad
- (27 - 45) E. Proposal From Gresham Smith Engineers to Design, Assist in Bidding, and Provide Construction Administration for Storm Water Improvement Project
- F. Councilmember Items
  - 1. Mayor Eaton
    - (46 - 61) i. Amending City Code 8-52 (1) to Increase the Number of Retail Liquor Stores Within the City from Two
    - (62) ii. New Sidewalk on W. Madison from Cook Drive to Dennis Street
    - (63) iii. Very Important Volunteer Individual (VIVID) Award Nomination: Dan & Sheila Chesanow
    - iv. Preventing the Spread of Germs and Viruses
    - (63) v. Downtown Sidewalk Cleaning
  - 2. Councilmember Sherlin
    - (64 - 65) i. Resurfacing of Dennis St. from end to end.
    - ii. Resurfacing of Mt. Verde to City Limits.
    - iii. Resurfacing of White St. From Cook Drive to Post Office.
    - iv. Resurfacing Jackson St. from AUB to Cook Drive.
    - v. Disposal of House and Property at Regional Park
    - vi. Davis Place Subdivision
- G. Presentation of Audit for FYE 2024

\*Attachment

**IV. NEW BUSINESS**

**V. BOARDS & COMMITTEES**

A. Reappointment - Board of Adjustment & Appeals

- i. David Passmore (term expires April 2025)

B. Reappointment - Tax Equalization Board

- i. Charles Byrd (term expires April 2025)

C. Vacancy - Athens Regional Planning Commission

- i. Fill an unexpired term (term expires August 2025)

D. Vacancy - Council Advisory Committee

- i. Councilmember Duggan – 1
- ii. Councilmember Pelley – 4
- iii. Mayor Eaton – 1



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### **Agenda Item**

III. A. Proposal Award of RFP 25-04 for NoogaLights, LLC to Host a Drive Through Christmas Light Show at Regional Park

### **Overview**

Christmas lights at Regional Park have been a topic of discussion for some time. City staff has researched this issue and found a company from Chattanooga that offers a drive through Christmas light event, NoogaLights, LLC. The owner, John Haustein, attended the January 13, 2025 work session to discuss the possibilities of conducting a drive through Christmas light show at Regional Park. The idea was well received but many issues had to be resolved before the project could move forward.

To move forward and be competitive, a formal RFP was prepared and distributed. On the deadline date of March 4, 2025, only one response was received, and that response was from NoogaLights, LLC. Attached is the Purchasing Agent's memorandum, bid tabulation sheet, and NoogaLights, LLC's proposal. In their proposal, NoogaLights offered three different options with option #3 being the most advantageous to the city. Since the proposal opening, city staff has worked with NoogaLights, LLC to resolve various issues such as electric power placement with AUB, storage, event route, event times and dates, pricing, marketing responsibilities, among other issues. Based on those discussions, a memorandum of agreement (attached) has been developed for city council consideration.

John Haustein will attend the April 7, 2025 work session to discuss his proposal and answer any questions or concerns.

### **Action to Consider**

Consensus to move this item to the April 15, 2025 regular meeting for consideration.

### **Affected Departments**

Parks & Recreation, Police Dept., Fire Dept.



## PURCHASING DEPARTMENT MEMORANDUM

**To:** Mike Keith, Finance Director  
**From:** Angela Robbins, Purchasing Assistant  
**Date:** March 27, 2025  
**Re:** RFP 25-04 Christmas Lights Show

Following the Request for Proposals (RFP) for a Christmas Light Show at Regional Park, we received a single response from NoogaLights LLC. The proposal was opened on March 4, 2025. The bid tabulation is attached for your review. While I am not making a formal recommendation, I would like to highlight that if the Council decides to proceed with the light show, Option 3 presented by NoogaLights LLC is the most fiscally responsible decision.

Option 3 entails:

1. NoogaLights retains the right to name the event as they see fit with consideration of the City's input.
2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
3. Athens will provide staff to operate traffic and security as they deem necessary.
4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
5. Storage will be onsite in NoogaLights containers.
6. 3-year contract
7. No deposit
8. 5% of net ticket sales after the first \$200,000 annually
  - i) Net is after processing fees and sales taxes.
9. Athens to have a minimum of \$30,000 annually in third-party ad spend (Social media, billboards, mailers, etc.)

Attached to this memo is the detailed proposal from NoogaLights LLC for your review.



# PURCHASING DIVISION BID TABULATION SHEET

**REQUESTING DEPARTMENT:** ADMINISTRATION

**DATE BIDS ADVERTISED:** Thursday, February 13, 2025

**BID NUMBER:** #25-04

**DATE BIDS RECEIVED:** Tuesday, March 4, 2025

**PROJECT NAME:** CHRISTMAS LIGHTS SHOW

BIDDER	CONTACT NAME	CITY	STATE	Terms & Conditions			No-Collision	No Contact	Cert. of Insurance	Ticket Sales/ Reimbursement	Deposit	Other
				DRUG FREE	Non-Collision	Aff. of Comp.						
NoogaLights LLC	John Haustein	Soddy-Daisy	TN	Y	Y	Y	Y	Y	Option 1	20% net ticket sales after \$200,000 in sales	\$225,000 annual	Athens Staff Operates
									Option 2	10% net ticket sales	\$200,000 - refundable	NoogaLights Operates
									Option 3	5% net ticket sales after \$200,000 annually	None	NoogaLights Operates

- Company name, address, and phone number
  - NoogaLights Llc
  - 8401 Gulf View Drive
  - Soddy-Daisy TN 37379
  - (423)498-XMAS (9627)
  
- Contact name, address, phone number, and email address
  - John Haustein
  - 8401 Gulf View Drive
  - Soddy-Daisy TN 37379
  - (423) 593-8538 cell/text
  - [john@noogalights.com](mailto:john@noogalights.com)
  
- Company History
 

NoogaLights specializes in permanent and seasonal holiday lighting and has been performing these services since 2018. NoogaLights has successfully operated 5 drive-thru and walk-thru venues since 2022 and is seeking to add additional shows within the region. Our shows utilize RGB technology, allowing venues to please more visitors than a static show. Lighting sequences won't repeat but every 30-60 minutes. NoogaLights designs and builds our props locally to bolster the local economy.
  
- Company Experience
  1. 2022 NoogaLights at Chester Frost
  2. 2023 NoogaLights at Soddy-Daisy
  3. 2024 NoogaLights at Soddy-Daisy
  4. 2024 NoogaLights Halloween at the Choo Choo
  5. 2024 NoogaLights Christmas at the Choo Choo
  - Under Contract for 2025
  6. 2025 NoogaLights at Soddy-Daisy
  7. 2025 NoogaLights Halloween at the Choo Choo
  8. 2025 NoogaLights Christmas at the Choo Choo
  
- Proposed show pricing, including any deposits or shared expenses.
  - I. Option 1: Athens-operated venue;
    1. Athens retains the right to name the event as they see fit.
    2. NoogaLights will design, build, install, maintain, and disassemble a Holiday Lights show.
    3. Athens will provide staff to operate ticket sales, marketing, traffic, and security.
    4. Storage will be onsite in NoogaLights containers.
    5. 3-year contract
    6. \$225,000 annual deposit due at contract signing
    7. 20% of net ticket sales after \$200,000 in sales.
      - a) Net is after processing fees and sales taxes.
  
  - II. Option 2: NoogaLights operated venue;
    1. NoogaLights retains the right to name the event as they see fit with consideration of the City's input.
    2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
    3. Athens will provide staff to operate traffic and security as they deem necessary.
    4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
    5. Storage will be onsite in NoogaLights containers.
    6. 3-year contract

7. \$200,000 deposit year one, refundable from the first \$200,000 in ticket sales.
  - a) A “lock-box” account can be established at the local bank to collect the first \$200,000 in deposits.
8. 10% of net ticket sales in year one, 10% of net ticket sales after the first \$200,000 in years two and three.
  - i) Net is after processing fees and sales taxes.
9. Athens to have a minimum of \$30,000 in third-party ad spend (Social media, billboards, mailers, etc.)

III. Option 3: NoogaLights operated venue:

1. NoogaLights retains the right to name the event as they see fit with consideration of the City’s input.
  2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
  3. Athens will provide staff to operate traffic and security as they deem necessary.
  4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
  5. Storage will be onsite in NoogaLights containers.
  6. 3-year contract
  7. No deposit
  8. 5% of net ticket sales after the first \$200,000 annually
    - i) Net is after processing fees and sales taxes.
  9. Athens to have a minimum of \$30,000 in third-party ad spend (Social media, billboards, mailers, etc.)
- Proposed show description (light and display count)  
NoogaLights proposes to have no less than 1,000,000 (one million) LEDs along the course of the venue and within the confines of the Regional Park. There will be a minimum of 1,000 props ranging from 5 lights each to 10,000 each.
  - Proposed show operating days and hours  
See attached calendar  
Show hours would be 6 pm til 9 pm (or later)
  - Detailed description what the proposer requires from the City for operation support.
    1. 24-7 access for NoogaLights to the park.
    2. Sufficient 110v, 20amp power, either permanent or temporary, the entire course of the venue.
    3. Periodic security presence both before, during, and after the show times
    4. Closure of frisbee golf holes that are within the venue’s display area.

For Option 2 and 3 above

    5. Traffic support on Congress Parkway
    6. Deposit (option 2)
    7. Ad spend of \$30,000.

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF ATHENS, TENNESSEE AND  
NOOGALIGHTS, LLC**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Athens, Tennessee, a municipal corporation, located in McMinn County, Tennessee, hereinafter referred to as "City" and NoogaLights, LLC, herein referred to as "NoogaLights." The City and NoogaLights desire to enter into a memorandum of agreement detailing each party's responsibilities regarding installing and operating a Christmas light show at the City's Regional Park as follows:

**CITY:**

- 1) Owns Regional Park and insures this property with general liability insurance, property insurance, and workers' comp insurance to cover the buildings, property, and City employee actions.
- 2) Maintains the park in good repair.
- 3) Will market the Christmas Light Show on a state-wide and regional basis in an amount of at least \$30,000 per year from Hotel/Motel Tax Funds using social media, digital billboards, Tennessee Department of Tourism Development, regional print media, local and regional newspapers, and local and regional radio stations at no cost to NoogaLights.
- 4) Will provide NoogaLights 24/7 access to Regional Park to set up, operate, store, and disassemble the light show and equipment during the event.
- 5) Will provide sufficient electric service (temporary and/or permanent 110v, 20-amp power) throughout the park for the light show at no cost to Nooga Lights. It is anticipated the one-time cost of installing the needed electric service for the event is approximately \$15,000.
- 6) Will have City staff, as necessary, assist in coordinating the event such as assisting with internal park traffic control, security, and provide information to visitors at no costs to NoogaLights.
- 7) Will have the City's Police Department, as necessary, provide external park traffic control and general security for the event at no cost to NoogaLights.
- 8) Will have the City's Fire Department, as necessary, provide fire and first responder services for the event at no cost to NoogaLights.
- 9) Will provide a suitable site for storage within Regional Park for NoogaLights to store their lights and equipment during the event and during the off season for the duration of the contract not to exceed five Conex type containers. It shall be the responsibility of NoogaLights to ensure the safety of their equipment from damage and theft.
- 10) May provide concessions during the event without any cost sharing with NoogaLights.
- 11) Will maintain effective communications and cooperate with NoogaLight staff regarding the event, display installations, park hours, and partial park closures as needed.
- 12) Will receive 5% of all net tickets sales after the first \$200,000 generated per season after deducting processing fees and sales taxes.

**NOOGALIGHTS:**

- 1) Retains the right to name the event as they see fit with consideration of the City's input.
- 2) Will transport, provide, design, build, install, operate, maintain, store, and disassemble a Christmas light show of at least 1,000,000 LED lights and 1,000 props including computer

equipment, sound equipment, and any other needed equipment in the City's Regional Park, located at 2405 Decatur Pike, Athens, Tennessee, 37303. Route map of the event is attached as Exhibit A. If arches across the roads are used, ensure that the height of the arches don't interfere with fire truck or emergency vehicle access.

- 3) Will operate the light show event beginning on or about November 21 and end on December 31 of each year in accordance with the submitted calendar (attached as Exhibit B). Set up and installation of all displays will occur during mid-October and disassemble will occur beginning Jan. 1 until Jan. 31 of each year.
- 4) Will establish event operating hours (generally 6 p.m. to 9 p.m.), fee schedules (approximately \$20-30 per vehicle), event days (generally Wed-Sun.), traffic control plan, and emergency ingress and egress lanes in coordination with and approval of City officials.
- 5) Will assist the City and mark an entrance/exit corridor to the conference center and county expo center and allow users of the conference center and expo center access to those facilities during event hours without conflicting with the event.
- 6) Will maintain accounting records to adequately determine the total cost of all proceeds and the City's share.
- 7) Staff, train, and recruit volunteers and train City employees regarding this event.
- 8) Ensure all NoogaLights employees and volunteers are identified to the public as NoogaLights personnel to differentiate between City employees and NoogaLights employees and volunteers.
- 9) Maintain effective communications and cooperation with City staff regarding operations regarding this event.
- 10) Provide property insurance for NoogaLights displays and equipment in the amount of at least \$1,000,000, general liability insurance in the amount of at least \$1,000,000, automobile liability insurance of at least \$1,000,000, and workers' comp insurance for NoogaLights employees at statutory amounts.
- 11) Name the City as an additional insured on the above policies and submit a copy of a Certificate of Insurance to the City upon execution of this agreement and every year during the term of the agreement.
- 12) Indemnify and hold harmless the City, governing body, officers, employees, and agents from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage including special, punitive, and consequential caused or alleged to be caused by acts or omissions of NoogaLights employees, volunteers, guests, on or about the premises. This indemnity includes any associated costs, including but not limited to, all expenses, court costs, reasonable attorney fees, expert witness fees, related to said claims. Any claims or disputes shall be heard in the appropriate courts in McMinn County, Tennessee.
- 13) Obtain permission from the City before making any modifications or alterations to the park. Any alterations shall be completed by a state licensed contractor. Any required building permit fees or other fees will be waived but an application must be prepared and submitted.
- 14) Attempt to enlarge the event every year such as adding additional displays, walk throughs, village, and craft vendors.
- 15) Will not assign this agreement to any other party without the written consent of the City.
- 16) Can amend this agreement with written approval from the City.
- 17) Provide a valid State of Tennessee business license and a local business license, if needed.
- 18) Will follow all federal, state, and local laws and regulations pertaining to this event.

**GENERAL:**

- 1) Time is and shall be of the essence.
- 2) The agreement will be for a period of three Christmas seasons (2025, 2026, and 2027) or until one party gives the other party a written notice of intent to terminate at least six months in advance.
- 3) All notices shall be sent to:

City: City Manager, Athens, Tennessee  
 815 N. Jackson Street  
 Athens, TN 37303

NoogaLights, LLC: John Haustein  
 8401 Gulf View Drive  
 Soddy-Daisy, TN 37379

- 1) This agreement contains the entire agreement of the parties and no representations, inducements, promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective government bodies have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF ATHENS, TENNESSEE**

\_\_\_\_\_  
 LARRY EATON, Mayor

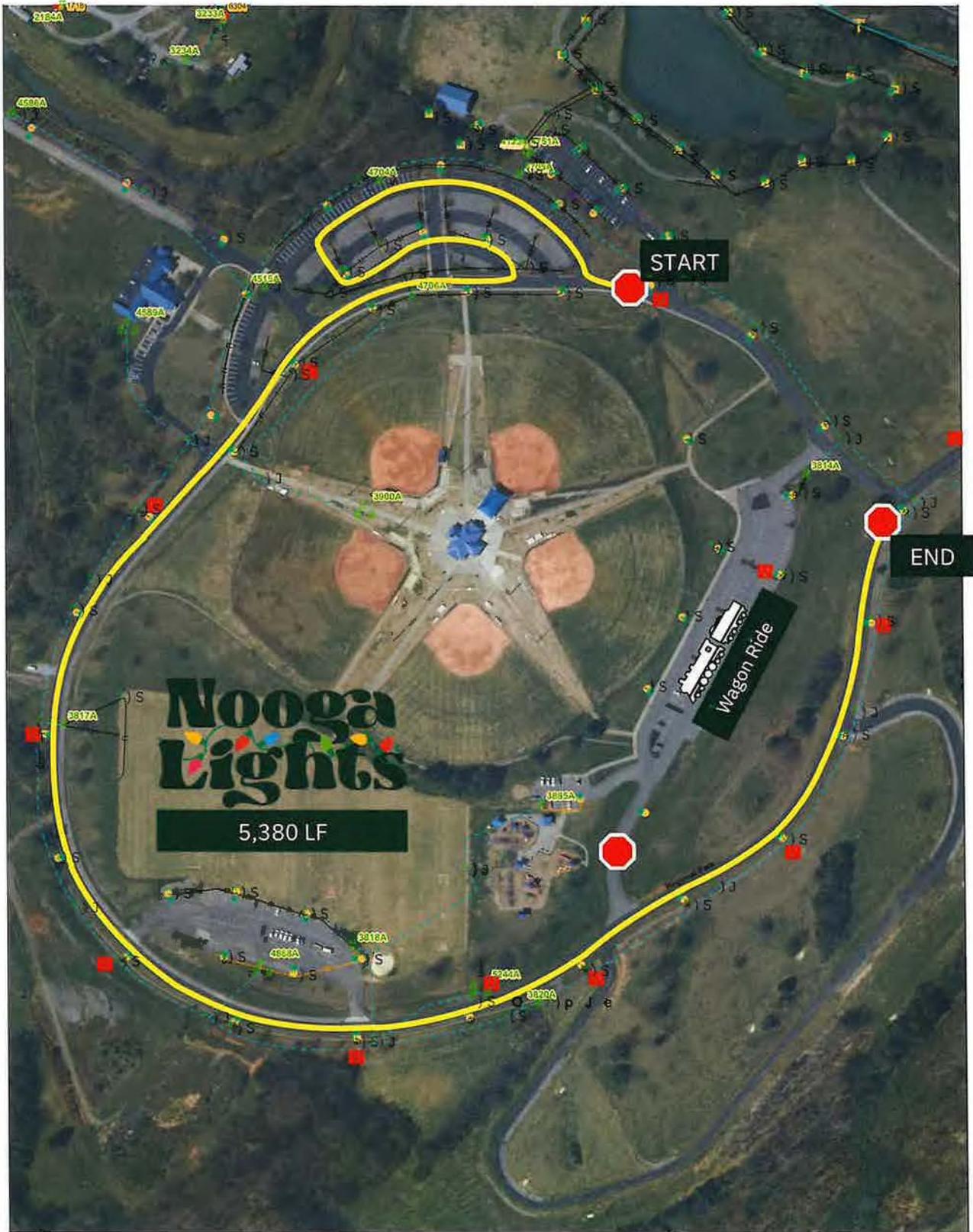
\_\_\_\_\_  
 RANDALL DOWLING, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
 CHRISTOPHER M. CALDWELL, City Attorney

**NOOGA LIGHTS, LLC**

By: \_\_\_\_\_  
 JOHN HAUSTEIN



Location of x2 110v 20 amp circuits or x1 30 amp RV plug. 12 locations total



Closure to general public traffic

Revised Route and Power Layout

# October

2025

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
	Selective Park Closure Begins / Setup Begins	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights
26	27	28	29	30	31	
Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	
					Park Electrical Completed (permanent or temporary/not generator based)	



# December

2025

November							January						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	1	4	5	6	7	8	9
9	10	11	12	13	14	15	11	12	13	14	15	16	17
16	17	18	19	20	21	22	18	19	20	21	22	23	24
23	24	25	26	27	28	29	25	26	27	28	29	30	31
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

7	8	9	10	11	12	13
12	13	14	15	16	17	18
19	20	21	22	23	24	25
Traffic Services Expected 1830-2100	Traffic Services Expected 1800-2100	Traffic Services Expected 1900-200	XMAS EVE Traffic Services Expected 1800-2400	CHRISTMAS Traffic Services Expected 1800-2400	Traffic Services Expected 1800-2200	Traffic Services Expected 1800-2100
26	27	28	29	30	31	
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights

# January

2026

December							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6		1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31										

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
Breakdown by NoogaLights						
4	5	6	7	8	9	10
Breakdown by NoogaLights						
11	12	13	14	15	16	17
Breakdown by NoogaLights						
18	19	20	21	22	23	24
Breakdown by NoogaLights						
25	26	27	28	29	30	31
Breakdown by NoogaLights	Full Park Open**					

\*\*Removal of exhibits occurs faster than setup; however, extreme weather conditions could prevent a Full Park Open. Removal of exhibits would be begin in priority zones on January 1.





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### **Agenda Item**

III. B. Bid Award for RFB 25-05 for Mowing and Maintenance of Three City-Owned Cemeteries

### **Overview**

The current contract for mowing and maintenance of the three city-owned cemeteries (Sullins, Cedar Grove, and Hammonds) will expire on April 30, 2025. Therefore, bid documents were prepared and distributed to continue this service. On the bid deadline date of March 18, 2025, only one response was received, from Total Lawn Care. Attached are the memorandum from the Purchasing Agent, bid tabulation sheet, and vendor contract. As the bid document stated, this contract consists of mowing/trimming/edging each cemetery at least 22 times per year, leaf removal, wild growth removal, tree and shrub maintenance, mulching, trash removal, and protection of structures, trees, and shrubs for a total annual cost of \$48,000.

### **Action to Consider**

Consensus to move this item to the April 15, 2025 regular meeting to award this bid to Total Lawn Care, the only bidder and the current provider, for an estimated annual cost of \$48,000.

### **Affected Departments**

Community Development



## PURCHASING DEPARTMENT MEMORANDUM

**To:** Mike Keith, Finance Director  
**From:** Angela Robbins, Purchasing Assistant  
**Date:** March 24, 2025  
**Re:** RFB 25-05 Mowing & Maintenance of Athens City Cemeteries

Following the Request for Bids for the Mowing and Maintenance of Athens City Cemeteries, a single bid from Total Lawn Care was received. The bid was opened on March 18, 2025 and after thorough evaluation, I recommend awarding the contract to Total Lawn Care. Their bid was submitted in the amount of \$48,000 for the year, plus an hourly rate of \$65 for any additional services that are needed.

Total Lawn Care has demonstrated the capability to meet the requirements outlined in the RFB. Their satisfactory performance history further supports the recommendation to award them the contract. Based on the bid evaluation and their proven track record, I believe that Total Lawn Care will continue to provide reliable and high-quality services for the Mowing and Maintenance of Athens City Cemeteries.

Please review the attached bid tabulation and let me know if you have any questions or need further information.



# CONTRACT

**THIS CONTRACT**, or "Agreement," entered into this \_\_\_\_\_ day of April, 2025,  
by and between the City of Athens, TN, a municipal corporation, hereinafter called the "City", and  
Total Lawn Care, the  
successful bidder via competitive sealed responses, hereinafter called the "Contractor".

## WITNESSETH

In consideration of the mutual promises of the parties hereto, of the rates submitted by the Contractor for the types of work described in the bid package, they do AGREE as follows:

### ARTICLE 1 – GENERAL OVERVIEW

Mowing and filling in of sunken graves at the Athens Cemeteries that include Cedar Grove, Hammonds, and Sullins. The awarded vendor shall maintain all cemeteries, provide timely services necessary to maintain the grounds; refill, reseed, or re-sod graves and all general maintenance necessary within the City's cemeteries.

### ARTICLE 2 – GOALS & OBJECTIVES

This Contract is to ensure that the proper terms and conditions are in place to provide consistent service support and delivery to the City by the Contractor. The goal is to establish mutual agreement for service provisions between the Contractor and the City. It's objectives, in specificity, are the following:

- Establish clear service ownership, accountability, roles and/or responsibilities.
- Present a concise and measurable description of service provisions to the City.
- Match expected service provisions with actual service support & delivery.

### ARTICLE 3 – CONTRACT TERM & TERMINATION

This contract term begins from May 1, 2025 to April 30, 2026.

Either party may terminate this contract with or without cause by providing thirty (30) days advance written notice. The City shall have the right to immediately terminate this contract with or without cause by verbal or written notice to Contractor. If it is necessary for the City to immediately terminate the contract, and verbal notice is provided because of exigent circumstances, the City shall, within a reasonable amount of time, thereafter, provide a follow-up written notice of the termination of the contract. Termination of this contract will not affect the Contractor's right to receive compensation per the agreed upon payment intervals for approved services rendered prior to termination of the contract.

#### ARTICLE 4. PRICE AND PAYMENT

The City of Athens shall pay Contractor for work completed subject to the agreed upon payment schedule and/or rates that the Contractor has submitted as part of its competitive sealed bid. The contractor shall invoice the City of Athens when any approved work has been completed. The City of Athens will remit payment to the Contractor within thirty (30) days of receipt of invoice. Partial payments are not authorized under this contract. Changes or amendments made to the payment schedule and/or rates must be mutually agreed upon between the City and Contractor in writing.

#### ARTICLE 5. CHANGE ORDERS

When any work is necessary to the proper completion of a work order of which no prices are provided in the contract the Contractor shall do such work, but only when and as ordered by the City. The City shall be responsible for paying Contractor for the extra work. No claim for extra work will be considered unless extra work was ordered in writing and claim presented in writing to the City within 30 days after receipt by the Contractor of the written notice to perform said work. If the performance of the extra work results in additional time being required by the Contractor to complete the work covered by this Contract, said Change Order will provide for an equitable extension in the contract's completion time requirements.

#### ARTICLE 6. QUALITY CONTROL AND SUPERVISION

The quality of performance by the Contractor in accordance with the Contract specifications will be reviewed by City staff. The City shall, at all times, have the right and duty to inspect all projects and determine whether or not the Contractor has complied with the terms and conditions and scope of the Contract. The Contractor must perform all work and services in a good and workmanlike manner which conforms to industry standards for the services provided. The Contractor must provide adequate training, supervision and quality control over the services provided under this Contract. Invoices should not be submitted for payment until the contractor is satisfied that the standards and specifications have been met. Performance will be considered unsatisfactory when, upon inspection by the City, it can be demonstrated that certain projects have not been completed properly throughout the term of the Contract and thirty (30) days after the term of Contract ends prior to final payment.

#### ARTICLE 7. HOLD HARMLESS

The Contractor agrees that it shall indemnify and hold the City and its governing body, officers, employees, and agents harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage, including special, punitive, and consequential, caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance or failure to perform as specified in the Contract. Contractor shall be responsible for any associated costs, including, but not limited to, all expenses, costs of court, reasonable attorneys' fees, and fees and costs of any expert witnesses.

#### ARTICLE 8. GENERAL LIABILITY & WORKER'S COMPENSATION

Contractor shall, at its sole cost and expense, carry and maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly, or indirectly, by Contractor for the duration of this Contract. The limits of liability therein shall equal to the limits of liability stated within the Standard Insurance Requirements page included in the bid package. The Contractor shall name the City of Athens as additional insured on the policy and will submit a copy of the Certificate of Insurance to the City for record.

#### ARTICLE 9. CONTROLLING LAW

This Contract shall be governed by and construed by the laws of the State of Tennessee. The exclusive venue for any litigation between the parties shall lie in the Circuit Court for McMinn County, Tennessee. Both parties waive and surrender any right to a jury trial.

#### ARTICLE 9.1 ALTERNATE DISPUTE RESOLUTION

Both parties shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party. If mediation is unsuccessful then either party may initiate a legal proceeding within the State Courts located within McMinn County, Tenn. The prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in said legal proceeding(s).

#### ARTICLE 10. RELATION OF THE PARTIES

The performance by Contractor of its duties and obligations under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship, agency relationship, joint venture, or partnership between the parties. Any person performing services pursuant to this Contract is an employee of Contractor and not an employee of the City of Athens.

#### ARTICLE 11. NON-ASSIGNMENT

Contractor shall not have the right to assign this Contract in whole or in part.

#### ARTICLE 12. ENTIRE CONTRACT

This Contract constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the parties regarding the subject matter of this contract.

#### ARTICLE 13. CONTRACT DOCUMENTS

It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference as if copied verbatim:

- a. RFB #25-05 MOWING & MAINTENANCE OF ATHENS CITY CEMETERIES
- b. Contractor's written response

#### ARTICLE 14. ADDITIONAL ITEMS

The Agreement shall have an initial term of one year, with the option to extend the Agreement for two successive one-year terms, under the same terms and conditions as the original Agreement. The original Agreement shall not under any circumstance have a term beyond 3 years.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of this day and year first above written, the City of Athens, Tennessee, by its Mayor, by authority duly given.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

CITY OF ATHENS, TENNESSEE

BY \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Manager

CONTRACTOR

\_\_\_\_\_  
Total Lawn Care

\_\_\_\_\_  
Company Name

BY \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title





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## **Agenda Item**

### III. C. Discussion of City Hall

#### **Overview**

City Hall conditions, capacity, renovations, expansions, ADA compliance, HVAC replacement, and purchase of other buildings to be used as a city hall have all been discussed for some time. Recently, during the December 9, 2024 work session, this item was discussed further. During the December 17, 2024 regular session, the city council authorized the city manager to obtain a commercial appraisal of the former BBT building to be used as a potential city hall. The appraisal was received and this item was further discussed during the January 13, 2025 work session and during the January 21, 2025 regular session. According to the January 21, 2025 regular session minutes, no action was taken. Furthermore, during a special called meeting on February 27, 2025, the city council authorized the city manager to begin negotiations for the purchase of the Robert E. Lee Hotel with a maximum expenditure limit of \$1.35M. As of March 6, 2025, negotiations with both property owners occurred and all pricing numbers, due diligence periods, and earnest costs were known.

Following discussion during the March 10, 2025 work session, the consensus was to place this item on the March 18, 2025 regular session agenda under Old Business for further discussion.

During the March 18, 2025 regular session, the city council voted to cease all further negotiations with both property owners. This action would leave new construction as the only viable alternative.

#### **Action to Consider**

Consensus to move this item to the April 15, 2025 regular session and authorize the city manager to contract with Allen & Hoshall, the architectural firm that previously studied the city hall situation and has already prepared space programming and expansion plans, to design, prepare construction documents, assist with bidding, and provide construction administration for a new 6,000 s.f. city hall annex on the existing site as depicted on the attached drawing to house the Police Department as well as renovate the existing city hall building for ADA compliance and modernization. Estimated costs are attached. This important project could be funded by remaining bond funds specifically earmarked for city hall renovations, Capital Project funds, and use of new debt, or a combination thereof. In addition, this project would take about 24 months to complete.

Relocating the Police Department to the new annex and renovating the existing city hall would free up space for all other departments that would remain at the existing city hall to expand their operations to accommodate future employee growth, have a larger and redesigned city council chambers, updated live stream equipment, updated HVAC system, larger IT server room, larger work space/copy room, ADA compliant restrooms and front entryway, updated IT infrastructure, among other benefits.

To further plan for the future, design the new city hall annex site that would house the Police Department to accommodate another building for a future replacement of the Fire Station to

relocate out of city hall and allow the remaining city hall departments to expand further. This long-range plan would keep most city departments on the existing city hall site for decades to come.

**Affected Departments**

All

**Estimated Construction Cost**

<b>Items for a City Hall Annex to House the Police Station</b>	<b>Estimated Cost</b>
Architect Design Fees Including Programming, Civil, and Construction Administration for a 6,000 s.f. Police Station	\$210,000
Site Preparation Cost	150,000
Construction Cost @ 400 per S.F.	2,400,000
Furniture/Fixtures/Equipment (FFE)	100,000
Generator	80,000
Soils Report	10,000
Topo Survey	6,000
Fire Marshal Review Fee	8,000
10% Contingency	240,000
<b>Total Estimated Construction Costs</b>	<b>3,204,000</b>
Plus additional annual costs of utilities, property insurance, and repairs/maintenance	
<b>Items To Renovate the Existing City Hall</b>	<b>Estimated Cost</b>
Architect Design Fees Including Programming, Civil, and Construction Administration to Renovate the Existing 20,000 S.F. City Hall	\$240,000
Renovation Cost @ \$150 per S.F.	3,000,000
HVAC Replacement	600,000
Soils Report	10,000
Topo Survey	6,000
Fire Marshal Review Fee	8,000
10% Contingency	300,000
<b>Total Estimated Renovation Costs</b>	<b>4,164,000</b>
<b>Grand Total Estimated Cost</b>	<b>7,368,000</b>







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**Agenda Item**

III. D. Cook Park Splash Pad

**Overview**

During the March 18, 2025 regular session, the city council requested staff to explore the cost and feasibility of constructing a new splash pad at Cook Park. Based on that directive, estimated costs of a new splash pad were obtained from professional vendors, Vortex and Great Southern. Based on that information, below is an estimated cost of the project and attached is a general rendering of the product:

<b>Item</b>	<b>Estimated Cost</b>
Water Features	\$250,000
Water Management System and Controls	195,000
Drainage System	8,000
Water Recirculation/Pump Assembly	100,000
Transportation	10,000
Site Development and Installation (including concrete, electrical, grass seed)	900,000
<b>Total Estimated Costs</b>	<b>\$1,463,000</b>

**Action to Consider**

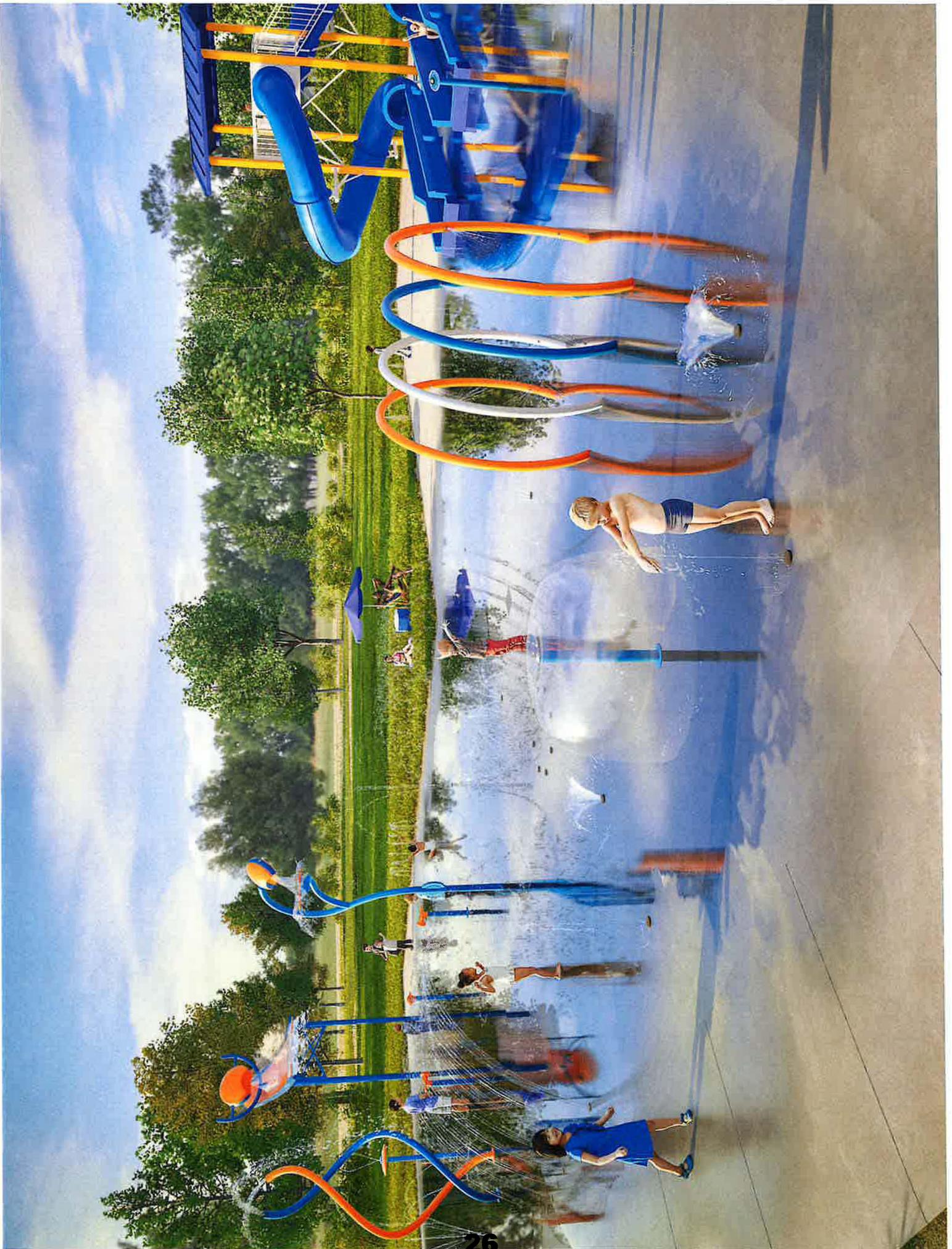
Consensus to move this item to the April 15, 2025 regular meeting for further consideration.

**Affected Departments**

Parks & Recreation Dept.



Cook Park







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### **Agenda Item**

III. E. Proposal from Gresham Smith Engineers to Design, Assist in Bidding, and Provide Construction Administration for a Storm Water Improvement Project

### **Overview**

During 2023, the city received a grant from the Tennessee Dept. of Environment and Conservation funded by federal American Rescue Plan (ARP) funds to prepare a city-wide storm water management plan to determine storm water needs. The grant award was \$2,371,902 (85%). With the city match of 15%, the total project budget is \$2,727,688. Of the total project budget, \$1,980,000 was allocated for a storm water construction project as identified in the plan.

After a Request for Qualification (RFQ) process, Gresham Smith Engineers was selected to develop the storm water management plan and oversee the construction project. Gresham Smith Engineers has completed most of the storm water management plan and that plan is expected to be fully completed and presented to the City Council by late 2025.

The construction project that has been identified in the plan is to create a type of manmade wetland along the Oostanaula Creek at the corner of Forrest Avenue and Ingleside Avenue to improve water quality in the creek while also reducing downstream flooding during heavy rain events. Attached is a proposal from Gresham Smith Engineers to perform various services including surveying, wetland delineation, permitting, design, assist with bidding, and provide construction administration for the project at a cost of \$115,100. The construction portion of the project generally consists of acquiring the needed property and implementing the design to be completed by September 2026 at an estimated cost of \$1,980,000. Both of these costs will be included in the upcoming FY 2025-26 budget.

Attached is a memo from Public Works and the proposal with a concept plan.

### **Action to Consider**

Consensus to move this item to the April 15, 2025 regular meeting for consideration.

### **Affected Departments**

Public Works Dept.



## PUBLIC WORKS

**TO:** Randall Dowling, City Manager  
**FROM:** Kevin L. Helms, Project Manager/Interim Public Works Director  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** March 31, 2025  
**SUBJECT:** ARP Stormwater Grant

### **Summary**

In July 2023 the City executed a contract with the Tennessee Department of Environment and Conservation for a stormwater grant. Program funding was created by the American Rescue Plan. The total grant award was \$2,371,902.77 and with the city's match of 15% the total project funding is \$2,727,688.19. The city match is in the form of a combination of cash and the value of employee time to administer the grant. Of the total project budget, \$1,980,000 has been set aside for construction.

The city previously issued a Request for Qualifications for engineering services. After a review of the various firms who submitted for the work, Gresham Smith was chosen to serve as the project engineer. We currently have an agreement in place with them for non-construction-related services for this project.

After a review of several potential construction projects based upon data collected to date, a specific construction project has been chosen. The project would create a type of manmade wetland along the Oostanaula Creek. This project will improve water quality in the creek, which is a program priority, while also reducing downstream flooding during heavy rain events.

Now that the scope of the construction phase is known, we have negotiated an agreement with Gresham Smith to provide services related to this phase of the project. A copy of the agreement is attached to this memo for your review. The compensation for the services related to this phase as outlined in the agreement is \$115,100.

### **Action Item**

Motion to approve construction phase design services agreement with Gresham Smith for the ARP Stormwater Project as outlined in Task Order No. 2.



# **ARP Funded Stormwater Projects**

## **Task Order No. 2**

### **Mayfield Dairy Stormwater Design**

**for the**

**City of Athens, Tennessee**

**March 27, 2025**



**Gresham  
Smith**



## 1 Scope of Services

Gresham Smith (“Engineer”) will provide professional and technical services for the Mayfield Dairy Stormwater Improvements project (“the Project”) for the City of Athens, TN (“City” or “Owner”) as described herein. Our proposed scope of services are presented in the following paragraphs.

Engineer will provide engineering services for Owner as required to develop construction plans and specifications for stormwater improvements as described herein.

The services generally will include the following:

- Project Management & Meetings
- Surveying Services
- Wetlands Delineation
- Permitting Applications
- Preliminary Design (60%)
- Final Design Deliverables (100%)
- Bid Phase Services
- Construction Phase Services

A general description for engineering services for the project are shown below. Detailed information is provided in subsequent sections.

### 1.1 General

- Provide design services for stormwater infrastructure improvements on the current Mayfield Dairy property bounded by Oostanaula Creek, Mayfield Lane, Ingleside Avenue, and Forrest Avenue. The Project generally includes creation of a regional detention area, sidewalks, landscaping, and stabilization of the proposed low flow channel. A preliminary concept plan is shown in Exhibit A.
- Provide surveying services to identify and characterize existing topography, utilities, sidewalks, curbs gutter, etc.
- Prepare an Aquatic Resources Alternation Permit (ARAP) application suitable for submittal to Tennessee Department of Environment and Conservation (TDEC). Engineer will develop ARAP application and supporting documentation and submit on behalf of Owner. The application fee will be paid by Owner. It is assumed all improvements will qualify for coverage under the State of Tennessee’s General ARAP.
- Prepare an application for coverage under TDEC General Permit for Discharges of Stormwater Associated with Construction Activities (GCP). As part of the supporting documents for the application, a Stormwater Pollution Prevention Plan (SWPPP) will be developed. Engineer will develop GCP application and supporting documentation and submit on behalf of Owner. The application fee will be paid by Owner.
- Bid phase services as listed below.
- Construction phase services as listed below.
- Exclusions as listed in Section 1.10 below.



## 1.2 Project Management, Meetings, and Coordination

- a. Engineer will provide the services of a qualified Project Manager and support staff to manage the Project and team from notice to proceed (NTP) through close-out. Project management will include coordination between Engineer and Owner, as well as coordination between Engineer and its Subconsultants.
- b. Engineer will participate in a project kickoff meeting with Owner. The intent of the meeting will be to review the scope of services and project schedule. Agenda and meeting minutes will be developed and distributed to the project team by Engineer.
- c. Engineer will prepare a project schedule to be approved by Owner at the beginning of the project. The duration will match the anticipated project time frame herein. Engineer will update the schedule monthly with project progress reports. Engineer will document reasons for any project delays and indicate how the project will be brought back on schedule. This schedule will be submitted with each monthly pay application.
- d. Design review meetings will be held after each design submittal. It is anticipated that design review meetings will be held a week after each design submittal. Owner will review submittal documents and the design review meeting will be used to discuss review comments with Engineer. All meetings will be virtual. Anticipated meetings for this project include the following:
  - 60% design review meeting (1)
  - 100% design review meeting (1)

## 1.3 Wetlands Delineation

The intent of this task is for the Engineer to determine the presence of wetlands on the site. Engineer's team includes UES Professional Solutions ("Environmental Subconsultant") for this task.

Environmental Subconsultant will conduct an on-site evaluation of Project area to determine if jurisdictional wetlands or waters of the U.S. are present.

### 1.3.1 Deliverables

- Letter indicating the results of the evaluation.
- Map estimating the boundaries of the wetland features

## 1.4 Field Surveying & Data Collection

The intent of this task is for the Engineer to capture the surface features and utility infrastructure in the study area. Engineer's team includes Robert G. Campbell & Associates, Inc. ("Survey Subconsultant") for field surveying data collection.

Collection of field survey data will be accomplished using a combination of Global Positioning Systems (GPS) and conventional surveying. The survey information to be collected is shown in Exhibit B. The following paragraphs describe the field survey activities in detail.



Engineer will provide quality control of Survey Subconsultant data.

### 1.3.2 *Field Survey Specifications*

Engineer will require Survey Subconsultant to comply with the following specifications for collection of survey data:

- Survey data collection is limited to the types and locations specified herein.
- The survey will be tied to the Tennessee State Plane Coordinate System NAD83 by either static GPS methods submitted to the national Geodetic Survey OPUS utility or by VRS RTK methods utilizing the TDOT GNSS system.
- Project control points and benchmarks will be established and shown on the survey.
- Topographic survey will be in accordance with the technical standards of the State of Tennessee at the time the survey is performed.
- Owner will be responsible for notifying property owners of survey activities and the need to access drainage easements or private property. Owner will provide the Engineer with a letter stating that field crews are authorized to enter private property for the purposes of this project.

### 1.3.3 *Topographic Survey*

- Topographic survey will include all ground level natural and man-made improvements located within the survey limits.
- Visible above ground utilities will be surveyed and shown on the survey.
- Sewer and drainage structures and pipe inverts and size information within the survey limits will be surveyed and shown on the survey.
- Drainage structures that are inaccessible or silted in will be shown as such.
- Groups of trees within the survey limits will be outlined and labeled as wooded area.
- Trees larger than 6" diameter will be identified.
- Oostanula Creek survey in the area including top of bank, flowline, center of creek – extending topo to 25 feet outside top of creek bank.
- Bridge survey for upstream and downstream bridge at Mayfield Lane and Forrest Avenue.
- Topo of roadway including pavement, curb, catch basins or drainage features, sidewalks and other roadway features.

### 1.3.4 *Underground Utilities*

- A utility locate request will be placed with the Tennessee 811 service. Survey Subconsultant will survey all underground utility markings placed by utility owners.
- Survey Subconsultant will request utility maps from respective utility companies identified in the TN One Call locate request. If provided in a timely manner, those utilities will be digitized in the survey mapping.
- Note that many utility location requests for design surveys are not honored by the utility companies. Therefore, utilities that are present on site but not marked by the utility owner, and not shown on utility maps provided to Survey Subconsultant will not be shown in the survey mapping.

### 1.3.5 *Storm Drainage & Sanitary Sewer System*

Subconsultant will employ conventional survey or survey grade GPS to locate the x, y, and z



coordinates of each visible stormwater and sanitary sewer structure within the survey limits. Subconsultant will collect various attributes for each of these structures. The attributes may include but are not limited to the following:

- Horizontal (x, y) location
- Vertical (z) location (structure)
- Structure type
- Pipe shape
- Pipe size
- Pipe invert elevation
- Pipe material

#### 1.3.6 Deliverables

- Survey will be delivered to Engineer in CAD format and a signed & sealed pdf.

### 1.5 60% Design Submittal

- a. Prepare construction plans and other items as listed below:
  - Cover Sheet
  - General Notes Sheet(s)
  - Existing Conditions Plan
  - Site Layout Plan
  - Concept Grading Plan(s)
  - Low Flow Channel Stabilization Plan(s)
  - Erosion Control Plan(s)
  - Construction Details(s)
- b. Prepare draft Technical Specifications. Owner to provide front end (Division 1) documents.
- c. Prepare an estimate of construction quantities and develop the AACE Class 2 Opinion of Probable Construction Cost (OPCC).
- d. Provide electronic PDF format set of plans to Owner for review and internal coordination.
- e. Assumed City internal review duration of two (2) days and one round of correlated comments will be provided to Engineer.
- f. Meet with Owner to discuss review comments on detailed plans, potential easements, special technical specifications outline and OPCC.

#### 1.3.7 Deliverables

- 60% design Construction Documents in electronic pdf format.
- Draft technical specifications in electronic pdf format.
- AACE Class 2 OPCC in electronic pdf format.

### 1.6 100% Design Submittal

The plans will be prepared in conformance with applicable City of Athens Standards, Policies, and Criteria, etc. Plans will be prepared in a form suitable for advertisement for construction bids.



- a. Prepare final construction plans and other items as listed below:
  - Cover Sheet
  - General Notes Sheet(s)
  - Existing Conditions Sheet
  - Site Layout Plan
  - Grading & Drainage Plan(s)
  - Erosion Control Plan(s)
  - Cut/Fill Sheet(s)
  - Planting Plans(s)
  - Low Flow Channel Stabilization Plan(s)
  - Construction Details(s)
- b. Revise 60% submittal as needed based on Owner review comments.
- c. Revise Technical Specifications, if needed. Owner to provide front end documents.
- d. Prepare an estimate of construction quantities and develop a AACE Class 1 OPCC.
- e. Provide electronic PDF format set of plans to Owner for internal coordination.
- f. Submit ARAP application and supporting documentation.
- g. Submit Construction General Permit (CGP) application and supporting documentation (SWPPP).
- h. Assumed City internal review duration of two (2) days and one round of correlated comments will be provided to the Engineer.
- i. Initial 100% Construction Drawings will be stamped "Not for Construction". After review and approval by OWNER, final submittal will be signed and sealed. Final Construction Drawing deliverable will be one signed and sealed full size set of mylar drawings and electronic PDF of signed and sealed drawings.

#### 1.8.1 Deliverables

- 100% design Construction Documents in electronic pdf format.
- Draft technical specifications in electronic pdf format.
- AACE Class 2 OPCC in electronic pdf format.
- ARAP application and supporting documents in electronic pdf format.
- CGP application and supporting documents (SWPPP) in electronic pdf format.

#### 1.7 Bid Phase Services

During the bid phase of the project, Engineer will:

- a. Assist Owner with the development of bid advertisement and with developing other documents as needed to publish bid for advertisement.
- b. Attend Pre-Bid Meeting. Record questions asked during pre-bid meeting for inclusion in addenda.
- c. Respond to Bid phase questions from prospective Bidders, etc. and provide information to Owner as may be required to publish addenda as appropriate to clarify, correct, or change the Bidding Documents or to provide supplemental information.
- d. Assist with the creating of addenda as needed during the bid phase. Coordinate with Owner staff for addenda publication.



- e. Attend bid opening. If certified bid tab is required, compile bid tab information and provide a Recommendation to Award.

## 1.8 Construction Phase Services

- a. *Commencement and Duration:* The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof and will terminate upon final payment to Contractor by Owner.
- b. *Pre-Construction Conference:* Engineer's Project Manager and Project Engineer will participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- c. *Schedules:* Engineer will receive, review, and determine the acceptability of any schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress, Engineer will make visits to the Site approximately once a month to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated there will be a total of nine (9) site visits. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the progress of the Work via telephone and/or email communication.

The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- e. *Contractor Payment Applications:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, Engineer will determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute



Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Site visits for this item shall coincide with site visits as described in Item d above. A total of nine (9) site visits will be performed.

- f. *Defective Work:* Engineer shall inform Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- g. *Clarifications and Interpretations:* Field Orders: Engineer will, if requested by Owner, issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may recommend that Owner issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.



- h. *Change Orders and Work Change Directives*: Engineer will, if requested by Owner, review change requests and recommend change orders and work change directives to Owner, as appropriate.
- i. *Shop Drawings and Samples*: Engineer will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other information the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet Contractor's submittal schedules that Engineer has accepted.
- j. *Substitutes and "or-equal"*: Engineer will, if requested by Owner, evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- k. *Disagreements between Owner and Contractor*: Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate.
- l. *Substantial Completion*: Engineer will, upon request of Owner, accompany Owner on a visit to the Project site to determine if the Work is substantially complete and provide an opinion as to substantial completion and/or necessary repairs or corrections to the Work.
- m. *Record Drawings*: Engineer will furnish electronic CADD files of the final Design documents (non-conformed to Contractor's redlines) to Owner under the terms of Engineer's standard "hold harmless" agreement stipulating limitations of re-use or reproduction of said files.
- n. *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## 1.9 Assumptions

- Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on directives by Owner personnel and the information known to Engineer at this time and represent only Engineer's judgment as a design professional familiar with the construction industry. Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Owner will provide Division 01 and other "front-end" technical specifications.

## 1.10 Additional Services

The following items are not included in the Scope of Services but can be provided if needed. No Additional Services will be performed unless approved in writing by Owner.



- Hydrologic and hydraulic modeling
- Geotechnical services
- US Army Corps of Engineers Permit
- City of Athens Permit(s)
- Additional gravity stormwater services above what is specified herein.
- Changes to the project layout after the 60% Submittal.
- Additional permitting beyond what is specified herein.
- Geotechnical services.
- Additional survey outside original scope.
- More than nine (9) site visits during the Construction Phase.
- Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- Services in connection with work change directives and change orders to reflect changes requested by Owner.
- Additional or extended services during construction made necessary by (i) emergencies or acts of God endangering the Work (advance notice not required), (ii) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (iii) Work damaged by fire or other cause during construction, (iv) a significant amount of defective, neglected, or delayed work by Contractor, (v) acceleration of the progress schedule involving services beyond normal working hours, or (vi) default by Contractor.
- Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- Providing the services of a Resident Project Representative to observe and document the work of the Contractor.
- Preparing a "Final Notice of Acceptability of the Work" or other construction contract close-out documentation.
- Preparing or assisting Owner in preparing O&M manuals or other Record Documents.
- Post-construction phase services, including warranty period site visits and providing opinions regarding acceptability of work or corrections needed.
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- Environmental Studies other than that which is listed in Section 1.3.
- Permitting beyond that which is listed in Section 1.6.
- Detailed design of Canopy or any Structure. This design will be required to be submitted to Owner for review by the contractor or manufacturer. Engineer will review submittal for general conformance to the contract documents.
- Renderings
- Retaining Wall design



## 2 Schedule

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner and in accordance with the projected milestone schedule presented in Table 2-1.

*Table 2-1: Schedule*

Task/Activity	Completion Date*
Data Collection/Survey	4/30/2025
60% Submittal	5/16/2025
100% Submittal	5/30/2025
Bid Phase	8/8/2025
Construction Phase	6/4/2026

\*Schedule assumes a Notice to Proceed date of 4/16/2025. Schedule includes a two-day period between each submittal milestone for Owner review and design review meeting. 100% Design submittal includes a draft final submittal and a signed and sealed final submittal after review and approval.

Upon receipt of an executed agreement and notice to proceed, Engineer will prepare a Project Execution Plan that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner and periodic updates as the Project progresses.

## 3 Compensation

Engineer will complete the Scope of Services described herein for compensation calculated on a "time and materials" basis up to a maximum not-to-exceed amount of \$115,100.00.

A compensation schedule with hourly rates for Engineer's personnel by classification is included herewith as Attachment A-1. In the event Owner requests additional services beyond those included in this document, Engineer will provide a written proposal and amendment request. Engineer will proceed with additional services only after receipt of written authorization from Owner.

The compensation shown above includes Gresham Smith and subconsultants. Table 3-1 shows the contract value for each project phase, as well any subconsultants.



*Table 3-1: Compensation Summary*

<b>Project Phase</b>	<b>Compensation</b>
Project Management, Meetings, and Coordination	\$12,000
60% Design Submittal	\$22,000
100% Design Submittal	\$35,000
Subconsultants	\$14,100
Bid Phase Services	\$5,000
Construction Phase Services	\$25,000
Estimated Reimbursable Expenses	\$2,000
<b>TOTAL</b>	<b>\$115,100</b>



**Attachment A-1 – 2025 Compensation Schedule**

**Mayfield Dairy Stormwater Design – Task Order No. 2**

<b>Personnel Classification</b>	<b>Hourly Rate</b>
Senior Principal	\$280
Principal	\$260
Senior Engineer II	\$250
Project Manager	\$240
Senior Engineer I	\$220
Senior Landscape Architect/Planner	\$200
Project Engineer	\$190
Project Landscape Architect/Planner	\$160
Intern Engineer	\$150
Intern Landscape Architect	\$125
Senior Civil Designer	\$190
Senior CADD Technician	\$125
Civil Technician	\$105
Specification Writer	\$120
Asst. Project Manager	\$130
Sr. Administrative Asst.	\$160
Administrative Asst.	\$110

Reimbursable expenses, including printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees will be invoiced at cost.



EXHIBIT A  
Preliminary Concept Plan



Overlook Plaza  
w/ 20'x40'  
Canopy

Entry Plaza

10' Concrete Walk

Retaining Wall

Lawn

Low Flow  
Channel

Oostanaula Creek  
30' Buffer

Education Overlook Deck

Native Planting  
(Flood friendly)

10' Concrete Walk

Forrest Ave

Ingleside Ave

Mayfield Ln



EXHIBIT B  
Survey Exhibit



GET BRIDGE AND STREAM DATA ON UPSTREAM AND DOWNSTREAM SIDE OF ROADWAY ELEVATIONS

NEED PIPE SIZES AND INVERTS

SURVEY TO CURB ON NORTH SIDE OF FORREST AVE

SURVEY TO CURB ON WEST SIDE OF INGLESIDE

OOSTANAULA CREEK: NEED SURVEY INFO FROM TOP OF BANK TO TOP OF BANK EVERY 50' AS MEASURED ALONG THE CENTERLINE OF THE CREEK. BE SURE TO GET FLOWLINE.

GET TOPO DATA 25' OUTSIDE TOP OF OOSTANAULA

EXTEND SURVEY LIMITS TO ABOUT 25' SOUTH OF MAYFIELD LANE

BRIDGE AND STREAM DATA ON UPSTREAM AND



## Tenn. Code Ann. § 57-3-208

### Copy Citation

Current through the 2024 Regular Session.

[Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS](#) [Title 57 Intoxicating Liquors](#) [Chapter 3 Local Option – Traffic in Intoxicating Liquors](#) [Part 2 Licenses and Fees](#)

### **57-3-208.** Certificate required — Contents — Exceptions.

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**(a)** As a condition precedent to the issuance of a license under § 57-3-204, every applicant for a license under that section shall submit with the application to the commission a certificate signed by the county mayor or chair of the county commission in which the licensed premises are to be located if outside the corporate limits of a municipality or, if within a municipality, from the mayor or a majority of the commission, city council, or legislative body of the municipality, by whatsoever name designated, or if the municipality has no mayor, from the highest executive of the municipality.

**(b)**

**(1)** The certificate must state:

**(A)** That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

**(B)** That the applicant or applicants have secured a location for the business which complies with all restrictions of any local law, ordinance, or resolution, duly adopted by the local jurisdiction, as to the location of the business;

**(C)** That the applicant or applicants have complied with any local law, ordinance or resolution duly adopted by the local authorities regulating the number of retail licenses to be issued within the jurisdiction;

**(D)** The certificate remains valid unless there is a change of ownership or location. If either of these events occurs, a new certificate must be obtained prior to renewal.

**(2)** Each applicant or officer identified in subdivision (b)(1)(A) must obtain and submit with the certificate a local and national criminal history record obtained from a third party using a multistate criminal records locator or other similar commercial nationwide database with validation. A criminal history record that indicates that the applicant or officer has not been convicted of a felony within the immediately preceding ten-year period serves as proof satisfactory that the applicant or officer has complied with subdivision (b)(1)(A).

**(c)** Municipalities and counties are hereby authorized to limit the location of retail liquor stores and the number of licenses issued within their jurisdictions. No local law, ordinance or resolution may limit the location and number of licenses authorized under § 57-3-204, so as to unreasonably restrict the availability of alcoholic beverages for the residents of such municipalities and counties. A local jurisdiction may impose reasonable residency requirements on any applicant. However, if a local jurisdiction does impose such residency requirements, such local jurisdiction shall not

be authorized to impose any residency requirement on any applicant who has been continuously licensed pursuant to § 57-3-204 for seven (7) consecutive years.

**(d)** An applicant may seek review of the denial of a certificate by instituting an action in the chancery court having jurisdiction over the municipality or county within sixty (60) days of the denial.

**(e)** A failure on the part of the issuing authority to grant or deny the certificate within sixty (60) days of the written application for such shall be deemed a granting of the certificate.

**(f)** The requirement imposed by this section to submit a certificate shall not be applicable to any applicant if:

**(1)** The authority of the county or municipality charged with the responsibility to issue the certificate required herein shall have failed to grant or deny the certificate within sixty (60) days after written application for such certificate is filed; or

**(2)** The applicant submits a final order of a court holding that the denial of the required certificate was unreasonable, as established by subsections (c) and (d).

**TITLE 8 ALCOHOLIC BEVERAGES****CHAPTER 8-I INTOXICATING LIQUORS****CHAPTER 8-II LIQUOR STORES****CHAPTER 8-III BEER****CHAPTER 8-IV SALE OF WINE IN RETAIL FOOD STORES****CHAPTER 8-I INTOXICATING LIQUORS****8-1 General Prohibition Regarding Alcohol; Definitions****8-2 Purchase Or Attempt To Purchase By Minors****8-3 Consumption Of Alcoholic Beverages On Premises****8-4 Privilege Tax On Retail Sale Of Alcoholic Beverages For Consumption On The Premises****8-5 Annual Privilege Tax To Be Paid To The Director Of Finance****8-6 Sign Restrictions****8-7 Responsibilities Of Licensee****8-8 Unregulated And Unlicensed Possession And Consumption Of Beer And Alcoholic Beverages****8-1 General Prohibition Regarding Alcohol; Definitions**

(1) *Generally.* Except as authorized by applicable laws or ordinances, it is unlawful for any person or legal entity, regardless of its form of existence (i.e., corporation, limited liability company, partnership, etc.), to manufacture, receive, possess, store, transport, sell, furnish, or solicit orders for any intoxicating liquor within the city.

(2) *Definitions.* The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Intoxicating liquor* includes whiskey, wine, home brew, moonshine, and all other intoxicating, spirituous, vinous, or malt liquors and beers which contain more than eight percent of alcohol by weight pursuant to T.C.A. § 57-5-101.

*Minor* means any person who has not attained 18 years of age, except that within this title which addresses, deals with, or relates to any form of alcoholic beverage, whether beer, liquor, wine, or otherwise, the term "minor" means any person who has not attained 21 years of age.

(Code 1972, § 2-101; Code 1995, § 8-101; Ord. No. 834, 9-23-1997; Ord. No. 873, 1-16-2001; Ord. No. 1011, 10-16-2002)

**8-2 Purchase Or Attempt To Purchase By Minors**

No minor under 21 years of age shall purchase or attempt to purchase intoxicating liquor or beer at any place where it is sold.

(Code 1972, § 10-222; Code 1995, § 11-101)

**8-3 Consumption Of Alcoholic Beverages On Premises**

T.C.A. title 57, ch. 4 is adopted so as to be applicable to all sales of alcoholic beverages for on-premises consumption which are regulated by that chapter when such sales are conducted within the corporate limits of the city. It is the intent of the city council that T.C.A. title 57, ch. 4, and any amendment thereto, shall be effective in the city, the same as if the code sections were copied herein verbatim.

(Code 1995, § 8-102; Ord. No. 873, 1-16-2001)

#### **8-4 Privilege Tax On Retail Sale Of Alcoholic Beverages For Consumption On The Premises**

Pursuant to the authority contained in T.C.A. § 57-4-301, there is levied a privilege tax in the same amounts levied by T.C.A. § 57-4-301 for the city general fund to be paid annually, as provided in this chapter, upon any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., engaging in the business of selling at retail in the city alcoholic beverages for consumption on the premises where sold.

(Code 1995, § 8-103; Ord. No. 873, 1-16-2001)

#### **8-5 Annual Privilege Tax To Be Paid To The Director Of Finance**

Any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., exercising the privilege of selling alcoholic beverages for consumption on the premises in the city shall remit annually to the director of finance the appropriate tax described in ACC 8-4. Such payment shall be remitted not less than 30 days following the end of each 12-month period from the original date of the license. Upon the transfer of ownership of such business or the discontinuance of such business, the tax shall be filed within 30 days following such event. Any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., failing to make payment of the appropriate tax when due shall be subject to any penalty provided by law, including revocation of the privilege of selling alcoholic beverages for consumption on the premises in the city.

(Code 1995, § 8-104; Ord. No. 873, 1-16-2001)

#### **8-6 Sign Restrictions**

Notwithstanding any provision in T.C.A. title 57, ch. 4, no outdoor sign, advertisement or display that advertises alcoholic beverages may be erected or maintained on or about the property from which alcoholic beverages for consumption on the premises is made other than one sign, advertisement or display which makes reference to the fact that the establishment sells alcoholic beverages for consumption on the premises but does not use brand names, pictures, numbers, prices or diagrams relating to any particular type or brand of alcoholic beverages.

(Code 1995, § 8-105; Ord. No. 873, 1-16-2001)

#### **8-7 Responsibilities Of Licensee**

- (1) Each licensee must furnish the chief of police with a list of the name, date of birth, and social security number of all persons to be employed in the place where alcoholic beverages are to be sold and must inform the chief of police within 72 hours of employment as to the name, date of birth, and social security number of any persons employed after such list has been originally submitted. The list will be maintained by the police department at city hall. The term "employee" shall be defined in this chapter as any person engaged in the operations of the business on a regular basis or who receives compensation from the business.
- (2) Licensees shall be deemed responsible for the actions of all employees or agents in regard to state and local legislation related to alcoholic beverages, and a violation thereof by an employee or agent shall subject the licensee to appropriate sanction, including revocation or suspension of any license.
- (3) Prior to January 1 of each year, it is the responsibility of the licensee to pick up copies of any new legislation regulating the sale of alcoholic beverages. It is also the responsibility of the licensee to immediately notify the chief of police of any convictions or pleas for unlawful activity.

(Code 1995, § 8-106; Ord. No. 873, 1-16-2001)

## **8-8 Unregulated And Unlicensed Possession And Consumption Of Beer And Alcoholic Beverages**

This section shall make the unregulated and unlicensed possession and consumption of beer and alcoholic beverages in a business in the city unlawful.

- (1) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Alcoholic beverages* means alcohol, spirits, liquor, wine and every liquid containing alcohol, spirits, wine and capable of being consumed by a human being other than patent medicine or beer where the latter contains an alcoholic content of five percent or less by weight.

*Beer* means all beers, ales, and other malt liquors having an alcoholic content of not more than five percent by weight.

*Hotel* means, as defined in T.C.A. § 67-4-1401, any structure or space, or any portion thereof, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist camp, tourist court, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for a consideration.

*Open container* means a container which has any opening through which its contents may pass in order to be consumed by any person.

- (2) It is unlawful for any person to consume beer or an alcoholic beverage not lawfully sold by the business on the premises of any business open for business in the city.
- (3) It is unlawful for any person to possess an open container of beer or an alcoholic beverage not lawfully sold by the business on the premises of any business open for business.
- (4) It is unlawful for any owner of a business open for business in the city, or the owner's agent or employee, knowingly or intentionally to permit any person to possess an open alcoholic container of beer or an alcoholic beverage not lawfully sold by the business or to consume beer or an alcoholic beverage not lawfully sold by the business on the premises of any business. For the purposes of this section, notice to an agent or employee of a business shall constitute notice to the owner of the business.
- (5) This section does not prohibit the sale of beer or alcoholic beverages by any business which possesses a valid beer permit or alcoholic beverage license during such hours authorized by the laws of the state and the ordinances of the city nor does this section prohibit any other conduct permitted under the laws of the state or the ordinances of the city. This section does not prohibit the owner of a business who resides on the premises of the business from consuming beer or alcoholic beverages at any time on the premises or from possessing an open container of beer or alcoholic beverage at any time on the premises. This section does not prohibit the consumption of beer or alcoholic beverages or the possession of an open container of beer or alcoholic beverages by any person within the confines of the person's individual room in any hotel within the city.

(Code 1995, § 8-107; Ord. No. 888, 12-18-2001)

### **CHAPTER 8-II LIQUOR STORES**

#### **8-35 Definitions**

#### **8-36 Selling And Distribution Generally**

#### **8-37 Licenses Required For Sale Of Alcoholic Beverages At Retail**

- [8-38 Licensee Responsible For Officers And Agents](#)
- [8-39 Location Of Liquor Store](#)
- [8-40 Requirements For Building Containing Liquor Store](#)
- [8-41 Restrictions Generally](#)
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- [8-45 Enforcement, Violations And Penalties](#)
- [8-46 Certificate Of Compliance](#)
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- [8-48 State-Required Certificate Of Compliance](#)
- [8-49 Restrictions Upon Issuance](#)
- [8-50 Consideration Of Applications For Certificate Of Compliance](#)
- [8-51 License From City To Operate Liquor Store](#)
- [8-52 Restrictions On Local Liquor Store Privilege Licenses](#)
- [8-53 Qualifications For And Restrictions Upon Licensees And Employees](#)
- [8-54 Nature Of License; Suspension Or Revocation](#)

### **8-35 Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverage* means and includes alcohol, spirits, liquor, wine and every liquid containing alcohol, spirits, and wine capable of being consumed by a human being other than medicine or beer where the latter contains an alcohol content of five percent by weight or less. The term "alcoholic beverage" also includes any liquid product containing distilled alcohol capable of being consumed by a human being, manufactured or made with distilled alcohol, irrespective of alcoholic content. Products or beverages, including beer, containing less than one-half percent alcohol by volume, other than wine as defined in this section, shall not be considered an alcoholic beverage and shall not be subject to regulation or taxation pursuant to this chapter unless specifically provided.

*Applicant* means a person applying for a local liquor store privilege license or a certificate of compliance, as the context provides.

*Applicant group* means more than one person joining together to apply for a local liquor store privilege license or certificate of compliance, as the context provides, to operate a single liquor store pursuant to the same application.

*Application* means the form or other information an applicant or applicant group is required to file with the city in order to attempt to obtain a local liquor store privilege license or certificate of compliance, as the context provides.

*Certificate of compliance* means the certificate required in T.C.A. § 57-3-208 and subject to the provisions set forth in this chapter for issuance of such a certificate.

*Co-licensees* means persons who together hold a single liquor store privilege license for a single liquor store.

*Federal statutes* means the statutes of the United States now in effect or as they may hereafter be changed or amended.

*Inspection fee* means the monthly fee a licensee is required by this chapter to pay, the amount of which is determined by a percentage of the gross purchase price of all alcoholic beverages acquired by the licensee for retail sale from any wholesaler or any other source. In the event of co-licensees holding a

local liquor store privilege license for a single liquor store, such inspection fee shall be the same as if the local liquor store privilege license were held by a single licensee.

*License fee* means the annual fee a licensee is required by this chapter to pay prior to the time of the issuance or renewal of a local liquor store privilege license. In the event of co-licensees holding a local liquor store privilege license for a single liquor store, only one license fee is required.

*Licensee* means the holder of a local liquor store privilege license. In the event of co-licensees, each person who receives a certificate of compliance and liquor store privilege license shall be a licensee subject to rules and regulations herein.

*Liquor store* means the building or part of a building where a licensee conducts any of the business authorized by the local liquor store privilege license and state liquor license held by such licensee.

*Local liquor store privilege license* means a local liquor store privilege license issued under the provisions of this chapter for the purpose of authorizing the holder thereof to engage in the business of selling alcoholic beverages at retail in the city at a liquor store. Such a local liquor store privilege license will only be granted to a person who has a valid state liquor retailer's license. One local liquor store privilege license is necessary for each liquor store to be operated in the city.

*Manufactured building* means a structure or building substantially or wholly made at a manufacturing plant for installation or assembly at a building site, whether referred to as a mobile home, modular home, manufactured home, panelized home, prefab home, factory-built home, or otherwise. The term "manufactured building" includes any structure transportable in one or more sections built or placed on a permanent chassis designed to be used with or without a permanent foundation.

*Person* means any natural person as well as any corporation, limited liability company, partnership, firm or association or any other legal entity recognized by state law.

*Retail sale* and *sale at retail* mean the sale to a consumer or to any person for any purpose other than for resale.

*State law, rules and regulations* means all applicable state laws, rules and regulations applicable to alcoholic beverages as now in effect or as they may hereafter be changed or amended, including, without limitation, the local option liquor rules and regulations of the state alcoholic beverage commission.

*State liquor retailer's license* means a license issued by the state alcoholic beverage commission pursuant to T.C.A. § 57-3-201 et seq., permitting its holder to sell alcoholic beverages at retail in the state.

*Wholesaler* means any person who sells at wholesale any beverage for the sale of which a license is required under the provisions of this chapter.

*Wine* means the product of normal alcoholic fermentation of juice of fresh, sound, ripe grapes, with the usual cellar treatment and necessary additions to correct defects due to climatic, saccharine, and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed 21 percent by volume.

(Ord. No. 1035, § 1(8-201), 3-17-2015)

### **8-36 Selling And Distribution Generally**

It is unlawful for any person to engage in the business of selling or distributing alcoholic beverages within the corporate limits of the city except as provided by T.C.A. title 57 and by the rules and regulations promulgated thereunder and as provided under this title.

(Ord. No. 1035, § 1(8-202), 3-17-2015)

### **8-37 Licenses Required For Sale Of Alcoholic Beverages At Retail**

It shall be lawful for a licensee to sell alcoholic beverages at retail in a liquor store, provided that such sales are made in strict compliance with all federal statutes, all state laws, rules and regulations, and all provisions of this chapter and any other applicable chapter and the Charter of the city, and provided that such licensee has a valid and duly issued state liquor retailer's license and a valid and duly issued local liquor store privilege license from the city permitting the licensee to sell alcoholic beverages at retail. Transfer of any ownership right or interest in a license is prohibited. Possession of any alcoholic beverage by a licensee in any manner other than by retail sale is prohibited.

(Ord. No. 1035, § 1(8-203), 3-17-2015)

### **8-38 Licensee Responsible For Officers And Agents**

Each licensee shall be responsible for all acts of such licensee, as well as the acts of a co-licensee, and acts of the licensee's officers, employees, agents and representatives so that any violation of this Code or the city Charter, or of any state or federal law concerning alcoholic beverages by any co-licensee, officer, employee, agent or representative of a licensee shall constitute a violation of this chapter by such licensee.

(Ord. No. 1035, § 1(8-204), 3-17-2015)

### **8-39 Location Of Liquor Store**

- (1) It is unlawful for any person to operate or maintain a liquor store for the retail sale of alcoholic beverages in the city unless at a location approved by city council. All such stores shall only be located within a B-2 or B-3 business district.
- (2) Moreover, in no event shall such store be located within 500 feet of any building used as a school or church. The minimum distance requirement from a church shall only be applicable provided a church service is held at the church premises at least on one day of each week.
- (3) The minimum distance requirement from a school shall only relate to any public school operated by the city or county or a private school, provided such school is licensed and accredited by the state to provide and is providing a kindergarten, elementary, or secondary education to students at the premises.
- (4) Excepting any existing buildings currently subject to previous requirements, the minimum distance requirement in this section from certain buildings shall be measured in a straight line between the middle of the main entrance of the building proposed to sell alcoholic beverages and the front door of the building from which there must be a minimum distance.
- (5) The minimum distance requirement in this section from certain buildings shall not be applicable with respect to the building of a local liquor store privilege licensee located within the downtown business district, which is defined as that area within the interior of the boundaries of Baxter Street, College Street, Hill Street, and Park Street. No liquor store shall be located where the operation of a liquor store at the premises contemplated by an application would unreasonably interfere with public health, safety, or morals.

(Ord. No. 1035, § 1(8-205), 3-17-2015; Ord. No. 1116, § 1, 5-16-2023)

### **8-40 Requirements For Building Containing Liquor Store**

- (1) No liquor store shall be located within a manufactured building as defined in ACC 8-35. All liquor stores shall be located within a newly constructed building or within an existing building to be renovated or refurbished. The plans for any new building or for the renovation or refurbishing of an existing building must be approved by the city community development office and the city council.
- (2) The front of the building must have a brick facade.
- (3) All liquor stores shall have night light surrounding the outside of the premises and shall be equipped with a functioning burglar alarm system on the inside of the premises.
- (4) The liquor store display area shall be at least 1,800 square feet, except for stores in the downtown business district as defined in ACC 8-39, which shall have a display area at least 900 square feet.
- (5) Full, free and unobstructed vision shall be afforded to and from the street, public highway or parking lot to the interior of the liquor store by way of large windows in the front and to the extent practical to the sides of the building containing the liquor store.
- (6) No liquor store shall be located except on the ground floor of the building, and it shall have one main entrance opening on a public street, and such place of business shall have no other entrance for use by the public. All liquor stores shall be subject to applicable zoning, land use, building and safety regulations, as adopted within this Code, unless specifically stated otherwise herein.

(Ord. No. 1035, § 1(8-206), 3-17-2015)

#### **8-41 Restrictions Generally.**

- (1) *Certain devices and non-employee seating forbidden.* No pool tables, televisions for viewing by customers, pinball machines, arcade gaming devices, including video games, jukeboxes or similar devices shall be permitted in any liquor store. No seating facilities, other than for employees of the liquor store, shall be permitted in any liquor store.
- (2) *Time and days of operation.* No liquor store shall sell or give away any alcoholic beverage between 11:00 p.m. on Saturday and 8:00 a.m. on Monday of each week (no Sunday sales). No liquor store shall sell, give away, or otherwise dispense alcoholic beverages except between the hours of 8:00 a.m. and 11:00 p.m. on Monday through Saturday. The store may not be open to the general public except during regular business hours. No liquor store shall be open for business on Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, or the Fourth of July.
- (3) *Selling or furnishing to persons below the age of 21 years, etc.* It is unlawful for any licensee to sell, furnish or give away any alcoholic beverage to a person below the age of 21 years, to a person visibly intoxicated, or to any person accompanied by a person who is visibly intoxicated. It is unlawful for any person under the age of 21 years or a person who is visibly intoxicated to enter or remain in a liquor store or to loiter in the immediate vicinity of a liquor store. Employees with appropriate employee permits issued pursuant to state law who are age 18 years and older are permitted in a liquor store for the purpose of engaging in paid employment only. It is unlawful for a person below the age of 21 years to misrepresent his or her age in an attempt to gain admission to a liquor store or in an attempt to buy any alcoholic beverage from a licensee. Any person selling alcoholic beverages within the city shall be required to have produced to the person selling the alcoholic beverages a facially valid government-issued identification showing that the age of the prospective purchaser of the alcoholic beverage is 21 years of age or older. If such identification is not produced by the prospective purchaser, the alcoholic beverage shall not be sold. Such identification shall be required prior to the sale of alcoholic beverages, regardless of the apparent age of the prospective purchaser.

- (4) *Consumption on premises of liquor store.* It is unlawful for any licensee to sell any alcoholic beverage for consumption in such licensee's liquor store or on the premises used by the licensee in connection therewith. It is unlawful for any person who is not an employee of the liquor store to consume any alcoholic beverage in the liquor store or in the immediate vicinity of the liquor store. Any consumption of an alcoholic beverage by an employee shall be limited solely to the circumstances permitted and set forth in the rules of the state alcoholic beverage commission and any applicable federal law.
- (5) *Advertising.* There shall be no advertising signs of any kind whatsoever outside the building containing a liquor store, either for the liquor store or to advertise any matter pertaining to alcoholic beverages sold at liquor stores, except as set forth herein. There may be placed on the front of a liquor store, but not extending therefrom over 12 inches, a sign setting out the name of the liquor store. Such sign shall not exceed 20 square feet in dimension. No such sign shall contain letters of neon or tube lighting so as to produce lighting within letters. No reader board or changeable copy signs shall be permitted. One freestanding sign shall be allowed on the premises not to exceed 144 square feet. No off-premises signs related to a liquor store shall be allowed within the city. No banner or temporary or permanent sign or other material shall be placed on or inside a liquor store so that it obstructs free and clear vision of the interior of the liquor store from outside of the liquor store. The foregoing notwithstanding, one banner advertising the grand opening of the liquor store shall be permitted for up to two weeks when a liquor store is first opened for business, provided a sign permit for such banner is obtained from the city. In addition, all liquor store signage shall be subject to applicable zoning, building, and safety regulations, as adopted within this Code, unless specifically stated otherwise herein.
- (6) *Off-premises business.* All retail sales of alcoholic beverages shall be confined to the premises of the liquor store. No curbside service is permitted, nor shall drive-in window service be permitted. A licensee shall not deliver or cause to be delivered any alcoholic beverage from the store premises to the residence or place of business of a consumer. No licensee shall employ any canvasser, agent, solicitor or other representative for the purpose of receiving an order from a consumer for any alcoholic beverages at the residence or place of business of such consumer nor shall any such licensee receive or accept any such order which shall have been solicited and received at the residence or place of business of such consumer. This subsection shall not be construed as to prohibit the solicitation by a state licensed wholesaler of any order from any licensed retailer at the licensed premises.

(Ord. No. 1035, § 1(8-207), 3-17-2015)

## **8-42 Fees**

- (1) *Inspection fee.* Pursuant to T.C.A. § 57-3-501, there is levied on each licensee an inspection fee of eight percent on the wholesale price of any alcoholic beverages acquired by the licensee from any wholesaler or any other source. In the event the population of the county exceeds 60,000 according to any subsequent federal census, the inspection fee shall be reduced to five percent on the wholesale price of any alcoholic beverages acquired by the licensee from any wholesaler or any other source. In the event of any subsequent amendments of T.C.A. § 57-3-501, the inspection fee shall be the maximum allowed by T.C.A. § 57-3-501.
- (2) *Collection.* Collection of such inspection fee shall be made by the wholesaler or other source vending to the licensee from the licensee at the time the sale is made to the licensee or at the time the retailer makes payment for the delivery of the alcoholic beverages. The licensee shall create and maintain all records specified in the state rules and regulations related to the purchase and sale of alcoholic beverages and preserve these records for a period of at least 15 months unless the city manager gives the licensee written permission to dispose of such records at an earlier time. In the event of co-licensees holding a single license, one set of records per liquor store satisfies the requirements of this subsection.

- (3) *Reports.* The city manager shall prepare and make available to each wholesaler and other source vending alcoholic beverages to licensees sufficient forms for the monthly report of inspection fees payable by such licensee making purchase from such wholesaler or other source. Each wholesaler making sales to licensees located within the city shall furnish the city a report monthly, which report shall contain a list of the alcoholic beverages sold to each retailer located within the city, the wholesale price of the alcoholic beverages sold to each licensee, the amount of tax due, and such other information as may be required by the city. The monthly report shall be furnished the city not later than the 20th of the month following which the sales were made. The inspection fees collected by the wholesaler from the licensee shall be paid to the city at the time the monthly report is made. Wholesalers collecting and remitting the inspection fee to the city shall be entitled to reimbursement for this collection service a sum equal to five percent of the total amount of inspection fees collected and remitted, such reimbursement to be deducted and shown on the monthly report to the city. Failure to collect or timely report and/or pay the inspection fee collected shall result in a civil penalty of ten percent of the fee due the city, which shall be payable to the city. The city shall have the authority to audit the records of wholesalers reporting to it in order to determine the accuracy of such reports. The city shall have the authority to audit the records of the licensee in order to determine the accuracy of such reports related to the inspection fees. Nothing herein shall relieve the licensee of the obligation of payment of the inspection fee, and it shall be the licensee's duty to see that the payment of the inspection fee for the licensee's liquor store is made to the city on or before the 20th day of each calendar month for the preceding month.
- (4) *Failure to pay fees.* The failure of the wholesaler to pay the inspection fees and to make the required reports accurately and within the time required by this chapter may result in the suspension or revocation of the licensee's liquor store privilege license if it is determined by the city that the conduct of the licensee has resulted in the failure of the wholesaler to pay the inspection fees and to make the required reports.
- (5) *Use of fees.* All funds derived from inspection fees imposed herein shall be used to defray expenses in connection with the enforcement of this chapter, including particularly the payment and compensation of officers, employees, and other representatives of the city in investigating and inspecting licensees and applicants and in seeing that all provisions of this chapter are observed. The city council finds and declares that the amount of these inspection fees is reasonable and that the funds expected to be derived from these inspection fees will be reasonably required for such purposes.

(Ord. No. 1035, § 1(8-208), 3-17-2015)

### **8-43 Records Kept By Licensee**

- (1) *Required records.* In addition to any records specified in the state rules and regulations, each licensee shall keep on file, at such licensee's liquor store, the following records:
- (a) The original invoices of all alcoholic beverages bought by the licensee;
  - (b) The original receipts for any alcoholic beverages returned by such licensee to any wholesaler;
  - (c) A current daily record of the gross sales by such licensee with evidence of cash register receipts for each day's sales;
  - (d) An accurate record of all alcoholic beverages lost, damaged, or disposed of other than by sale and showing for each such transaction the date thereof, the quantity and brands of alcoholic beverages involved and the name of the person receiving the same.

- (2) *Duration.* All such records shall be preserved for a period of at least 15 months unless the city manager gives the licensee written permission to dispose of such records at an earlier time. In the event of co-licensees holding a single license, one set of records per liquor store satisfies the requirements of this subsection.

(Ord. No. 1035, § 1(8-209), 3-17-2015)

### **8-44 Inspections Generally**

The city manager, the city finance director, the chief of police or the authorized representatives or agents of any of them are authorized to examine the premises, books, papers and records of any liquor store at any time the liquor store is open for business for the purpose of determining whether the provisions of this chapter are being observed. Refusal to permit such examination shall be a violation of this chapter and shall constitute sufficient reason for revocation of the local liquor store privilege license of the offending licensee or for the refusal to renew the local liquor store privilege license of the offending licensee.

(Ord. No. 1035, § 1(8-210), 3-17-2015)

### **8-45 Enforcement, Violations And Penalties**

Any violation of the provisions of this chapter shall be punishable under ACC 1-13 and in the discretion of the city council, by any combination of a civil penalty of up to \$500.00 per violation, or temporary suspension or permanent revocation of the local liquor store privilege license where appropriate. Enforcement provisions are also applicable as found under state law. In addition to the above, the city council may direct that the city manager notify the state alcoholic beverage commission of any violation of this chapter, together with a petition that the state liquor license be revoked, pursuant to T.C.A. § 57-3-101 et seq., and the rules and regulations of the commission.

(Ord. No. 1035, § 1(8-211), 3-17-2015)

### **8-46 Certificate Of Compliance**

As a condition precedent to the issuance of a state liquor retailer's license by the state alcoholic beverage commission, the city council may authorize the issuance of certificates of compliance by the city according to the terms contained herein.

(Ord. No. 1035, § 1(8-212), 3-17-2015)

### **8-47 Application For Certificate Of Compliance And Local Liquor Store Privilege License**

- (1) *Filing and content.* An applicant or applicant group for a liquor store shall file with the city manager a completed written application on a form to be provided by the city manager which shall contain all of the following information and whatever additional information the city council or city manager may require:
- (a) The name and street address of each person to have an interest, direct or indirect, in the liquor store as an owner, partner, stockholder or otherwise. In the event that a corporation, partnership, limited liability company or other legally recognized entity is an applicant or member of an applicant group, each person with an interest therein must be disclosed and must provide the information on the application provided by the city;
  - (b) The name of the liquor store proposed;
  - (c) A statement that the applicant has secured a location for the liquor store business which complies with all of the restrictions and conditions within this chapter and that the liquor

store business is not prohibited at this location because of some other provision of this Code or state law. As a part of this statement, the applicant shall provide the address of the proposed liquor store and its zoning designation;

- (d) The statement that an individual applicant either resides within and has resided within the state and the urban growth boundaries of the city for at least two years immediately prior to the time the application is filed or is a resident of the county and has been so for at least two years immediately prior to the time the application is filed and who owns at least a 50 percent interest in developable land in the city. The statement, if the applicant is an applicant group, whether a partnership, corporation, or limited liability company, that at least 51 percent of the ownership shares or interests in such partnership, corporation, or limited liability company are owned by a natural person who either resides and has resided within the state and the urban growth boundaries of the city for at least two years prior to the time the application is filed, or that at least 51 percent of the ownership shares or interests in such partnership, corporation, or limited liability company are owned by a natural person who resides within the county and has been so for at least two years immediately prior to the time the application is filed and who owns at least a 50 percent interest in developable land in the city;
  - (e) A statement that the persons receiving the requested license, to the best of their knowledge, if awarded the certificate of compliance, could comply with all the requirements for obtaining the required licenses under state law and the provisions of this chapter for the operation of a liquor store in the city; and
  - (f) The agreement of each applicant or each member of an applicant group, as appropriate, to comply with all applicable laws and ordinances and with the rules and regulations of the state alcoholic beverage commission with reference to the sale of alcoholic beverages and the agreement of each applicant or each member of an applicant group as to the validity and the reasonableness of these regulations, inspection fees, and taxes provided in this title with reference to the sale of alcoholic beverages.
- (2) *Further documentation.* The application form shall be accompanied by a copy of each questionnaire form and other material to be filled out by the applicant or each member of the applicant group with the state alcoholic beverage commission in connection with an application for a state liquor retailer's license and, with respect to the store location and building thereon, shall be accompanied by five copies of a scale plan, drawn to a scale of not less than one inch equals 20 feet, giving the following information:
- (a) The shape, size and location of the lot upon which the liquor store is to be operated under the license;
  - (b) The shape, size, height and location of all buildings, whether they are to be erected, altered, moved or are existing upon the lot;
  - (c) The off-street parking space and off-street loading and unloading space to be provided, including the vehicular access to be provided from these areas to a public street; and
  - (d) The identification of every parcel of land within 500 feet of the lot upon which the liquor store is to be operated indicating the ownership thereof and the location of any structures thereon and the use being made of every such parcel.
- (3) *Signatures.* The application form shall be signed and verified by each person to have any interest in the liquor store either as an owner, partner, LLC member, stockholder or otherwise.
- (4) *Misrepresentation, concealment of fact and duty to amend.* If any applicant, member of an applicant group, or licensee misrepresents or conceals any material fact in any application form or as to any other information required to be disclosed by this chapter, such applicant, member

of an applicant group, or licensee shall be deemed to have violated the provisions of this chapter and his or her application may be disregarded or his or her license restricted or revoked as deemed appropriate by the city council. Further, no sale, transfer or gift of any interest of any nature, either financial or otherwise, in a liquor store shall be made without first obtaining a replacement license from the city upon the approval of the city council.

- (5) *Fee.* Each application shall be accompanied by a nonrefundable \$500.00 investigation fee. One application fee per applicant group is sufficient.

(Ord. No. 1035, § 1(8-213), 3-17-2015)

### **8-48 State-Required Certificate Of Compliance**

Pursuant to T.C.A. § 57-3-208, an applicant for a state liquor retailer's license, as a condition precedent to the issuance of such license, shall submit with the application to the state alcoholic beverage commission a certificate of compliance containing the information as stated in T.C.A. § 57-3-208. In issuing any certificate of compliance, the city council and city manager will follow and comply with the guidelines and requirements as stated in T.C.A. § 57-3-208. The city council will not consider any application until publication, at the applicant's expense, in a newspaper of general circulation in the county of the notice required by Tenn. Comp. Rules and Regs. 0100-03-.09(10)--(11) has occurred.

(Ord. No. 1035, § 1(8-214), 3-17-2015)

### **8-49 Restrictions Upon Issuance**

- (1) *Certificates of compliance.* The city council shall not issue a certificate of compliance unless the applicant has complied with all the requirements of state liquor statutes, the rules and regulations of the alcoholic beverage commission (Tenn. Comp. Rules and Regs. 0100-03), and this chapter.
- (2) *No violations of chapter.* No certificate of compliance shall be issued unless a license issued on the basis thereof can be exercised without violating any provisions of this chapter.
- (3) *Prerequisites of issuance.* The city manager, upon approval of city council, shall not sign any certificate of compliance for any applicant or applicant group until:
  - (a) An application has been filed with the city manager which complies with this chapter and a showing has been made that the applicant has met all the conditions for a certificate of compliance as stated in T.C.A. § 57-3-208;
  - (b) The notice required by Tenn. Comp. Rules and Regs. 0100-03-.09(10)--(11) has been published and the public hearing noticed therein has been conducted;
  - (c) The location stated in the certificate has been approved by the city council as a suitable location for the operation of a liquor store; and
  - (d) The application has been considered at a public meeting of the city council and approved by a vote of at least three members thereof.
- (4) *Time periods for action.* Any applicant or applicant group who has obtained a certificate of compliance as provided herein must open a liquor store in the city within six months or, unless an extension is granted by city council, the certificate will be revoked by the passage of this amount of time, and a certification thereof will be sent to the state alcoholic beverage commission, and the application for a local liquor store privilege license shall be considered canceled and revoked.
- (5) *Granting or denial.* The city council shall decide, within 45 days of request, whether to grant the certificate of compliance.

(Ord. No. 1035, § 1(8-215), 3-17-2015)

### **8-50 Consideration Of Applications For Certificate Of Compliance**

In issuing certificates of compliance to enable the licensing of liquor stores in the city as presently permitted by this chapter, the city council will consider all applications filed before a closing date to be fixed by city council and select from such applications the applicants deemed by city council in its sole discretion to have the qualifications required by law and this chapter and the most suitable circumstances for the lawful operation of a liquor store within the city without regard to the order of time in which the applications are filed. Applications can only be submitted to the city during the timeframe the city council has set for receipt of such applications. Applications and all matters submitted with or as a part of such applications at the time they are submitted are the sole and exclusive property of the city.

(Ord. No. 1035, § 1(8-216), 3-17-2015)

### **8-51 License From City To Operate Liquor Store**

After an applicant or applicant group receives a license from the state alcoholic beverage commission to operate a retail liquor store pursuant to T.C.A. § 57-3-101 et seq., in the city, the applicant or applicant group shall apply to the city manager for a local liquor store privilege license to operate a retail liquor store pursuant to the terms, conditions, and restrictions in ACC 8-52 and 8-53.

(Ord. No. 1035, § 1(8-217), 3-17-2015)

### **8-52 Restrictions On Local Liquor Store Privilege Licenses**

- (1) *Number of licenses.* The number of local liquor store privilege licenses issued within the city shall be limited to two.
- (2) *Term renewal.* Each license shall expire on December 31 of each year. A license shall be subject to renewal each year by compliance with all applicable federal and state law, rules and regulations and the provisions of this chapter.
- (3) *Display.* A licensee shall display and post and keep displayed and posted licensee's license in a conspicuous place in the licensee's liquor store at all times.
- (4) *Transfer.* A licensee or co-licensee shall not sell, assign or transfer his or her license or any ownership interest therein. No license shall be transferred from one location to another location without the express permission of the city council.
- (5) *Fees.* A license fee of \$500.00 is due at the time of application for a local liquor store privilege license and annually prior to January 1 each year thereafter. The initial license shall remain in effect for the remainder of the calendar year when it is first issued so that the first year may not be a full year period. The license fee shall be paid to the city manager before any license shall be issued.

(Ord. No. 1035, § 1(8-218), 3-17-2015; Ord. No. 1124, § 1, 11-21-2023)

### **8-53 Qualifications For And Restrictions Upon Licensees And Employees**

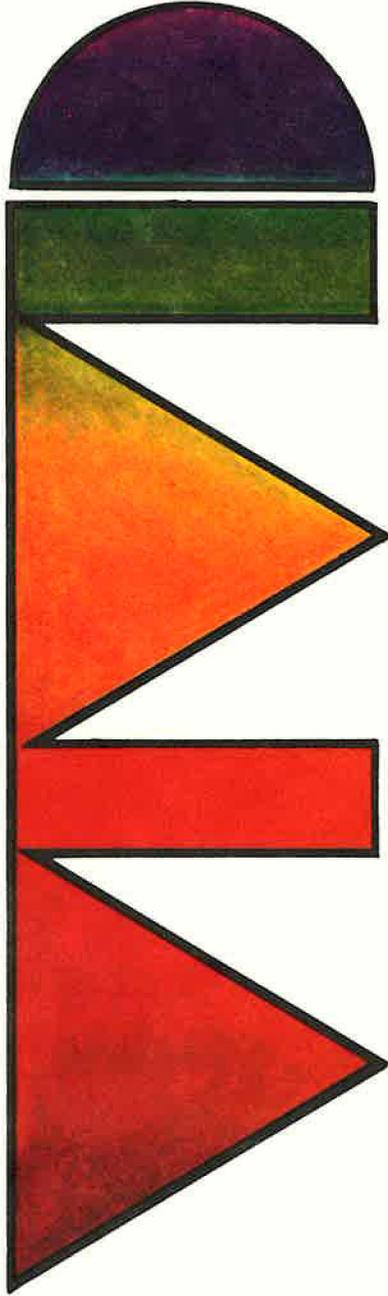
- (1) *Initial qualification.* To be eligible to apply for or to receive a local liquor store privilege license, an applicant, or, in the case of an applicant group, each member of the applicant group, must satisfy all of the requirements and conditions, which must be shown and stated in the application submitted to the city council, to request a certificate of compliance with the requirements and conditions in ACC 8-47 incorporated herein by reference and form a part of the qualifications

which must be met by an applicant before receiving a local liquor store privilege license. In addition, before an applicant is eligible to receive a local liquor store privilege license, the applicant, or, in the case of an applicant group, each member of the applicant group, must satisfy all of the other requirements of this chapter, the requirements of the state alcoholic beverage commission, and all applicable state law, rules and regulations for the holder of a liquor retailer's license.

- (2) *Public officers and employees.* No license shall be issued to a person who is a holder of a public office, either appointed or elected, or who is a public employee, either national, state, county or city. It is unlawful for any such person to have any interest in such liquor store, either directly or indirectly, either proprietary or by means of a loan or participation in the profits of any such business. This prohibition shall not apply, however, to uncompensated, appointed members of boards or commissions who have no duties covering the regulation of alcoholic beverages or beer.
- (3) *Felons.* No licensee shall be a person who has been convicted of a felony within ten years prior to the time he or she or the legal entity with which he or she is connected shall receive a license, provided that this provision shall not apply to any person who has been so convicted but whose rights of citizenship have been restored or judgment of infamy has been removed by a court of competent jurisdiction. In case of such conviction occurring after a license has been issued and received, the license shall immediately be revoked if such convicted felon is an individual licensee and, if not, the partnership, corporation, limited liability company or association with which he or she is connected shall immediately discharge him or her and he or she shall have no further interest therein or else such license shall be immediately revoked.
- (4) *Employee felons.* No licensee shall employ in the storage, sale, or distribution of alcoholic beverages any person who, within ten years prior to the date of his or her employment, shall have been convicted of a felony. In the case that an employee is convicted of a felony while he or she is employed by a licensee at a liquor store, he or she shall be immediately discharged after his or her conviction, provided that this provision shall not apply to any person who has been so convicted but whose rights of citizenship have been restored or judgment of infamy has been removed by a court of competent jurisdiction.
- (5) *Liquor offenses.* No license shall be issued to any person who, within ten years preceding application for such license or permit, shall have been convicted of any offense under the laws of the state or any state or the United States regulating the sale, possession, transportation, storing, manufacturing, or otherwise handling of alcoholic beverages or beer.
- (6) *Disclosure of interest.* It is unlawful for any person to have ownership in or participate in, either directly or indirectly, the profits of any liquor store unless his or her interest in such business and the nature, extent and character thereof shall appear on the application or if the interest is acquired after the issuance of a license unless it is fully disclosed to the city manager and approved by him or her in a timely manner.
- (7) *Age.* No licensee shall be a person under the age of 21 years, and it is unlawful for any licensee to employ any person under the age of 18 years for the physical storage, sale or distribution of alcoholic beverages or to permit any such person under such age in his or her place of business to engage in the storage, sale or distribution of alcoholic beverages.
- (8) *Interest in only one liquor store.* A person shall have an interest, either direct or indirect, in no more than one liquor store licensed under this chapter in the city.

(Ord. No. 1035, § 1(8-219), 3-17-2015)

### **8-54 Nature Of License; Suspension Or Revocation**



Very Important Volunteer Individual

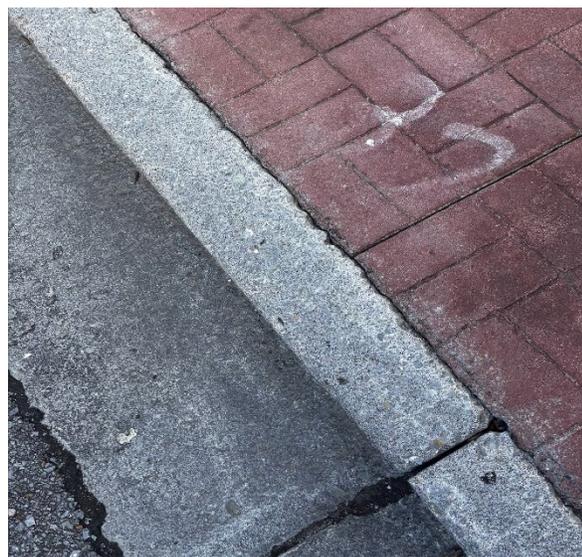
City of Athens, Tennessee

Presented to DAN & SHELIA CHESANOW

For *Unwavering Dedication to Animal Welfare*

On April 15, 2025

By \_\_\_\_\_





## PUBLIC WORKS

**TO:** Randall Dowling, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** April 4, 2025  
**SUBJECT:** Paving Estimate

I am presenting this information based upon the email you forwarded to me from Councilman Sherlin who requested estimated costs for paving various streets. This information has been compiled using the Opinion of Probable Cost (OPC) provided by Gresham Smith for the nine streets included as part of the STBG-L project. Two distinct unit costs were taken from the estimate with one being for streets with curb and gutter while others have open ditches. The numbers do not include the two blocks on Jackson and White which are being paved with the state project for purposes of re-stripping the parking.

Except for the two sections from which the unit costs were taken, these numbers were adjusted to account for differences in roadway length and width, plus a 15% contingency was added to these sections to account for the striping which will be required as well as adjustments to sidewalk ramps along the paved sections. For the estimated sections, there is no allocation included to address base failures, stormwater infrastructure repair, unsuitable soils, etc. The proposal is a standard mill and overlay except for the section of Dennis Street between Decatur and Congress.

The estimated streets are as follows:

- White Street from Green to Jackson - \$229,275
- Jackson Street from Cook to Green - \$363,725
- Jackson Street Green to Wayne with Curb and Gutter - \$189,750
- Jackson Street Wayne to New Englewood with Open Ditches – \$83,750
- Dennis Street from Congress to Madison - \$319,500

The streets which are included in the STBG-L and thus have the OPC are as follows:

- Dennis Street from Decatur to Congress – \$714,250
- Mt Verd Road (All sections withing city limits) - \$62,000



## PUBLIC WORKS

There are several factors which influence how soon these streets could be paved, and I do not believe the dates in the request are possible for us to meet. The reasons why are as follows:

- For sections with curb and gutter, especially those in the downtown area, I do not recommend paving these without engineered plans. The engineering will take time and then the project will have to be bid.
- Even if we chose to move forward without engineering, the earliest a bid could be awarded would be June, which is only one month prior to the date requested for several of these streets.
- There are approximately three paving companies that can sufficiently handle a job of this size, and I reached out to Rogers Group, who most often is the low bidder on these projects to inquire as to when they could do the work. If we notified them this week, early August would be the first available date for them to do the work. That date is dependent upon progress on jobs already scheduled and weather so it could be even later and in our experience it often is. Given that we would not be able to award the work until the bid process has ended, the most likely paving dates would be October 2025 or April 2026. This latter date is especially likely for Dennis Street between Decatur and Congress because so much base re-construction must take place.
- Choosing a company other than from among these three would likely result in subpar work.

If additional information is needed, please let me know.