

September 7, 2021  
6:00 p.m.  
Regular Monthly Meeting  
Ripley City Courtroom

Mayor Fitzhugh called the meeting to order and requested Recorder Buckner to issue roll call.

Board members present: Alston, Chipman, Davis, Hankins, Treadway and Fitzhugh

Board members absent: Thompson

Also present: Donna Buckner, Attorney Jackson, Chief Worlds, Chief Turner, Superintendent Scott Nelson and Director Randy Danley

Visitors: Ron Goforth, Linda E. Love and Mike Hutcherson. Jackie Lemons and Lucille Braden arrived at 6:45 p.m.

Invocation: Scott Nelson

Pledge of Allegiance

1. Motion by Alderman Hankins and second by Alderman Davis to approve July 12, 2021 minutes as printed and delivered in agenda package. All aye
2. Motion by Alderman Treadway and second by Alderman Alston to approve August 2, 2021 minutes as printed and delivered in agenda package. All aye
3. Motion by Alderman Chipman and second by Alderman Hankins to approve September 2, 2021 minutes as printed and delivered in agenda package. All aye
4. Motion by Alderman Hankins and second by Alderman Treadway to approve August 2021 financial statement as printed and delivered in agenda package. All aye

Correspondence: none

Department Reports

5. Motion by Alderman Hankins and second by Alderman Davis to approve department reports as printed and delivered in agenda package. All aye
6. Motion by Alderman Hankins and second by Alderman Alston to approve on-premises beer permit application made by Good Trouble, Inc., d.b.a. Tailgate 51 Grill and Bar, 787 Highway 51 South, Ripley, TN 38063. All aye
7. Motion by Alderman Davis to accept cropland 5-year lease bid from Daniel Vaden due to land management. Motion died for lack of second.
8. Motion by Alderman Chipman and second by Alderman Hankins to accept cropland 5-year lease bid (high bid) for Walker East/North Industrial from Guilford Williams IV in the amount of \$32,000 annually. Aldermen Alston, Chipman, Hankins and Treadway voted aye, Alderman Davis voted nay. Motion carried
9. Motion by Alderman Davis and second by Alderman Hankins to accept cropland 5-year lease bid for American Way from JST, LLC in the amount of \$1150 annually. All aye
10. Motion by Alderman Hankins and second by Alderman Chipman to approve contract agreement between Community Development Partners, LLC and City of Ripley to provide professional services for Site Development Grant Program. All aye
11. Motion by Alderman Chipman and second by Alderman Treadway to approve agreement between University of Tennessee and City of Ripley regarding Ripley Family Fitness Center. All aye

Attorney Jackson reviewed Permitless Carry Law posting relative to personnel/equipment for city buildings.

12. Motion by Alderman Hankins and second by Alderman Chipman to resend action taken in the August 2, 2021 meeting designating all city buildings and facilities as “No Firearms Allowed” as per TCA 39-17-1359 and post signage. All aye
13. Motion by Alderman Hankins and second by Alderman Treadway to designate City Hall, Ripley Police Department and Ripley City Court as “No Firearms Allowed” as per TCA 39-17-1359 and post signage. All aye
14. Motion by Alderman Hankins and second by Alderman Alston to approve 1<sup>st</sup> reading City of Ripley, TN Municipal Zoning Ordinance updated and re-adopted in its entirety. All aye
15. Motion by Alderman Chipman and second by Alderman Treadway to accept Nsite, Inc. bid for amphitheater installation at Ripley City Park in the amount of \$190,000. All aye
16. Motion by Alderman Chipman and second by Alderman Hankins to change Halloween observance to Friday, October 29, 2021. All aye

Jackie Lemons address the Board regarding Foxberry Sub-division.

Attorney Jackson stated a developed sub-division has restrictive covenants. If Mrs. Lemons is referring to the restrictive covenants in her deed then those are applicable between owners. They are a covenant between purchasers of that development. The City is not a party to that. The City can't go in and enforce the covenants.

Mrs. Lemons stated the covenant doesn't exist any longer because the man who started the covenant doesn't live there. She and her husband never signed a covenant.

Attorney Jackson stated if there is a restrictive covenant that applicable to the lots in sub-division it will be made part of the plat and it will be spelled out in each deed to each lot sold and it applies equally to each lot sold. It doesn't go away when someone sells the property. It runs with the land. The only way it can ever be dissolved is by agreement by all of the property owners who are part of that covenant. That is not the circumstance here. So again, any of the property owners can enforce the covenant but the City is not a party to that.

Mayor Fitzhugh stated he thinks Mrs. Lemons has a very good argument. Unfortunately, what the lawyer has stated is correct. The right goes to you civilly. We have our ordinances but they have been superceded by state law which is the Right to Farm Act.

Attorney Jackson stated that it is possible for a property owner who has a restrictive covenant as between other property owners would be able to enforce those restrictive or contracted provisions that limit the use of the property over the Right to Farm Act because they contracted in accepting the sub-division lot what they will and will not do. While that's not been tested in court but you can contract away your right to farm, but again, that's only going to done between other property owners who have the right to sue. The City does not.

Mrs. Lemons stated that Dr. Hatcher knows the laws also and he says the Right to Farm Act does not cover residential areas that have already had amenities added to each lot.

Mayor Fitzhugh stated to Mrs. Lemons that if Dr. Hatcher would put that in writing that would be a good start.

Attorney Jackson stated she had contacted Dr. Hatcher's office and was told they do not give legal opinions to members of the public about the application of the law.

Mrs. Lemons stated that Dr. Hatcher didn't give her legal advice but that he did state that the Right to Farm Act does not pertain to residential property.

Mayor Fitzhugh stated under the law as it stands we do not the authority.

Mrs. Lemons stated that under the previous mayor the City would mow the sub-division.

Attorney Jackson stated she didn't know if the property was under cultivation when it was last mowed by the City. She stated she knew there had been a recent inquiry made by Mrs. Lemons about this issue again. She drove out to Foxberry and there was baled hay. She knows this is not just a matter of mowing the grass. This is property that is in cultivation and Right to Farm Act applies. Mrs. Lemons is indicating that Commissioner Hatcher has indicated that it does not apply to residential property but there is no such language in the statute that would indicate that and she has sought technical advice from advisors who are advising other municipalities on this issue and everyone is on the same page. She stated she also reached out the attorney that Mrs. Lemons had spoken with and was told he had no knowledge of the discussion about it.

Mayor Fitzhugh stated there may be a venue in which Mrs. Lemons can get relief but under the law it can't be the City of Ripley.

Mrs. Lemons stated the City isn't doing anything about the street lights and grass growing up in the middle of the streets. She stated when she seeks a lawyer it will not be against the people who own the lots it's going to be against the City of Ripley.

Mayor Fitzhugh stated the issue is the same as the use of firearms in city parks. The City doesn't want firearms in our city parks but state law says we have to have them. This is the same situation. State laws says we don't have the authority to help you.

Meeting adjourned at 7:05 p.m.

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Donna Buckner, Recorder

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Craig Fitzhugh, Mayor