

**Special Meeting of the
Cornersville Board of
Mayor and Aldermen
October 23, 2025, at 6:00pm
Minutes**



Those Participating: Mayor John Luna, Vice-Mayor Sherry McClintock, Aldermen Doris Arthur, Mary Johnson, Janice Kerber, Town Administrator Taylor Brandon, Town Attorney Billy Ostermann, Administrative Assistant Beth Vick, Sgt Wesley Vick, and Officer Sam Barnes.

1. Luna called the meeting to order regarding residential development issues and potential litigation related to the New Town Road subdivision.

Ostermann stated after the October 2, 2025, Board of Mayor and Alderman Regular meeting, he asked the board to stay to discuss an issue. He stated the terms presented to them are in writing and have not changed. He stated Michael Hartley's attorney, Ginger Shofner, and he (Ostermann) have agreed with the details and wording as discussed.

Ostermann stated that Mr. Hartley had signed the document and delivered it to Cornersville Town Hall, but Ms. Shofner had not signed it. He stated out of an abundance of caution, he emailed Ms. Shofner and advised her the document was brought to Town Hall. Shofner gave him (Ostermann) permission to sign her name to the document. He stated since he has permission to sign her name, the document becomes a formal written offer with three (3) different options of accept, counter, or decline. He stated there is really nothing else that can be done outside of those three (3) options.

He stated if the board wants to make a counteroffer, it rejects the current offer and must send a second offer. He stated Mr. Hartley and his attorney also have the same options of accept, counter, or decline.

Ostermann stated if the board decided to make a counteroffer, that is really all that could be done at that time and date. He stated it could lead to litigation, and he had discussed with them at a prior meeting what that looks like and how it would go.

McClintock asked exactly what Mr. Hartley asked for. Brandon stated Mr. Hartley will construct remove necessary trees and construct the drainage ditch on New Town Road per the engineers' standards and design. In exchange for the ditch construction, Mr. Hartley wants the Town of Cornersville to pay him \$43,000.00 for his cost of construction, labor, and materials. Brandon stated the figure does not include the rock to go into the ditch, which will cost approximately \$25,000.00 at the town's expense.

Kerber stated we have already paid approximately \$40,000.00 to build a ditch and repair the lower part of New Town Road. Brandon stated that is correct, and the town constructed a drainage ditch on the second curve on the lower part of New Town Road to straighten out the road and help alleviate water running across the road and damaging the road.

Ostermann stated there is language in the document stating the construction of the drainage ditch must be constructed with the town's engineering design, the engineer's design is specifically referenced, and once completed it must be signed off on by the town's engineer, or there will be no money paid.

Brandon stated the approximately \$40,000.00 spent already is a stop gap. It basically puts a ditch in the middle of the subdivision, and nothing has been done for drainage on the south side of New Town Rd going up the hill or toward Cornersville Elementary School. The portion of the ditch completed by the town keeps water off the road. He stated the drainage ditch that needs to be constructed does not include nor reconstruct the lower part of New Town Road and asked the board members to keep that in mind.

Luna asked who did the work for the town. Brandon stated Chad Prince and Mike Holley. Luna asked if the town's engineer looked at this project. Brandon stated no but they (Prince and Holley) shot elevations, and determined the flow of the water.

Johnson asked how many more lots does Mr. Hartley have to build on. Brandon stated there was fourteen (14) total lots, six (6) or (8) lots have been constructed but he is unsure of the exact number. He stated Mr. Hartley wants to combine two (2) lots into one (1) lot. He stated the entire subdivision should be around twelve (12) lots. Arthur asked if Mr. Hartley had any house started Brandon stated no, and he has no Zoning Compliances outstanding in the subdivision. He stated Marshall County Building Codes, by agreement with the town, will not do any building permits or inspections until they receive a Zoning Compliance from the Town of Cornersville.

McClintock asked if Mr. Hartley is working under the old Zoning Regulations and not the new one because when he started the subdivision, the new Zoning Ordinance had not been adopted. Brandon stated he believes so, but the new Zoning Ordinance would not add any added burden to the developer. He stated where Mr. Hartley is going to run into more difficulty is the new Subdivision Regulations which were adopted later than the new Zoning Ordinance. Brandon stated he and the town council agree the old Subdivision Regulation from 1993 were in place when the subdivision was approved. Ostermann stated vesting of rights means if the rules change, the developer is grandfathered in. He stated after looking at case law regarding vesting at this point, there is no case law directly on-point in the appellate court. He stated trial courts generally side with the developers, and the appellate courts generally side with the town. He stated if the case is litigated that it will be one of the things litigated as a cause of first impression. He stated the appellate court has ruled on several sets of circumstances but nothing that is exactly like this case, and that is what would make it a case of first impression.

Kerber stated she understands the town had to repair the road for it impacted everyone that lives in that area, but she is having a hard time with the town paying \$43,000.00 to a contractor who has his own construction company, his own equipment, and employees who can dig a ditch. She stated anyone who buys a piece of property with the elevations it has should realize water is going to drain from the top of the hill to the bottom of the hill. Drainage should have been part of his plan. She stated she knows there were mistakes made on both sides, but she does not agree the town should pay the entire \$43,000.00 for Mr. Hartley to dig his own drainage ditch. Ostermann stated if that argument were to be made to the developer, it could also be made to the Planning Commission because Mr. Hartley had to go through the process and be approved by the Planning Commission. McClintock asked what is the town getting out of this. Kerber stated property taxes.

Ostermann stated that Brandon has given them a figure of what the board is discussing now. The answer was an adamant "no" from Hartley. Luna asked what he thought litigation would cost? Ostermann stated it could go to trial court and the developer prevail but when it goes to the appellate court it could change. He stated he does not see this going to the supreme court. He stated if it goes to court, it may be covered under insurance and not as much out of pocket expense. If the issue goes to trial court and no insurance pays for the attorney cost, it could conservatively cost around \$10,000 and probably more at the appellate court.

Kerber asked how long the litigation could be and Ostermann stated that is not known. Kerber asked if Mr. Hartley could continue building in Cornersville, and Ostermann stated it depends on several factors. Luna asked Ostermann what he thought was the best action to take. Ostermann stated without any prior case law on this matter, at best fifty/fifty (50/50) at trial level. He stated it will depend on which side is more persuasive. Ostermann stated if it is litigated, everything will be put on the table and not just half of what he sees the problem is.

Luna asked if Ostermann thinks Mr. Hartley could add the amount of losses from not being able to build and sell the parcels. Ostermann stated you can ask for anything and everything, which includes attorney's fees. He stated it could be where both sides are split down the middle and both parties pay their own expenses. Ostermann stated neither party followed the correct procedures. Johnson asked if they could counter back and Ostermann stated yes, they could. They would have the same three (3) options put before the board on this night.

Brandon stated in the meeting with the developer and his attorney, there was a firm number given and Mr. Hartley was not willing to deviate from that number but no one ever knows. Arthur stated she is not willing to pay the entire amount but willing to compromise. Brandon stated the \$43,000.00 does not include the rock. Ostermann stated the quote of \$43,000.00 given was to use his (the contractors) own equipment and he do the work himself. He stated if the town had to use a different contractor, it could be more expensive.

Kerber asked when the town made repairs to New Town Road to mitigate the drainage problem from the top of the hill, the town paid the entire cost of repair for safety reasons and Brandon stated yes. She stated as a contractor/developer, he should have known there was going to be drainage issues.

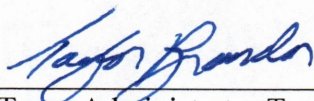
Arthur asked how long did the property sit before any construction started after the Planning Commission approved it. Brandon stated he believed 2023. Brandon stated in the 1993 Subdivision Regulations, there was language in there discussing drainage. McClintock stated Mr. Hartley may not have caused the problem, but he did contribute to the problem.

Luna stated the new subdivision regulations say the town must have an engineer sign off on it. McClintock stated all the town gets out of a settlement is the lawsuit goes away. Kerber made a motion for the Town of Cornersville Board of Mayor and Aldermen to reject paying \$43,000.00 and to counter the offer by paying \$20,000.00 to Mike Hartley for the construction of the drainage ditch with the Town of Cornersville purchasing the rock to be placed in the drainage ditch once completed and agreed by the town engineer, and for Town Administrator Taylor Brandon to sign the agreement. Arthur made a second to the motion.

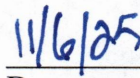
Luna stated a developer cannot build more than six (6) houses a year due to the water moratorium. It will more than likely be a while before the Planning Commission has the opportunity to approve another large subdivision. Luna asked if there was any other discussion, and there was none. Luna called for a vote, and all voted in favor of the motion. Passed 4-0

Mayor John Luna

Date

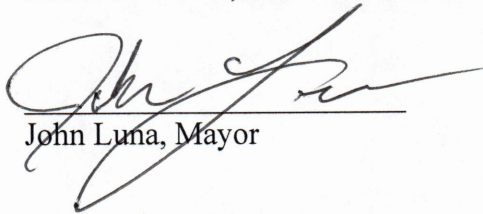


Town Administrator Taylor Brandon



Date

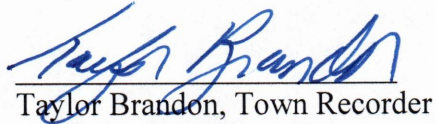
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John Luna, Mayor

11/6/25

Date



Taylor Brandon, Town Recorder

11/6/25

Date