

23 June 2022

Giles County Commission Meeting

Jason Guthrie

Today I am addressing this Commission in regards to the budget items pertaining to the maintaining of County owned property that is able to be leased by other organizations for events. If we are to continue to provide funding to maintain facilities which can be utilized by various groups, it is imperative that there be proper procedures and documentation in place to protect the County. Numerous issues have manifested as a result of my inquiry into the approval of the "Pride" event held at the Agri Park in 2021 and 11 June 2022 that reveal the County is vulnerable.

If anything said here is incorrect it is a result of information withheld by the County Executive's office. Here are just some of the concerns:

1. There is no application to be completed to use County facilities.
2. There is no permit issued or written approval given for use of the facilities.
3. There is no signed lease agreement for facility use. There is a written Facility Lease Agreement but it has no place for signatures, the event organizers do not sign a lease, and there is no lease to be retained on file. We are leasing facilities WITHOUT a SIGNED lease agreement. Any competent attorney knows better than to allow this to happen.
4. The Facility Lease Agreement references a document entitled "Giles County Agri Park Ordinances, Rules, and Regulations" yet no one can produce this document. The lease (that isn't signed) states that the lessee must follow all the rules in this document or the lease is terminated. The County Executive stated in this year's campaign debates that there was no alcohol present at this year's event. There is no rule against alcohol in the lease so where is this rule documented?
5. The Facility Lease Agreement clearly states that proof of insurance must be presented by the event organizer 48 hrs before the event and that the policy must name the county on the policy. If this document exists it must be maintained on file for 7 years according to State law and yet the County Executive has stated that proof of insurance for the 2021 Pride event does not exist. According to the event organizers, they did not even know they needed insurance until after my records request was submitted to the County Executive this year. The County is at risk if there are any claims for the 2021 event. This also means that the organizers did not abide by the terms of the lease in 2021 and SHOULD NOT have been given permission to repeat the event in 2022 according to the Facility Lease Agreement.
6. Records from last year indicated that the County Executives office did not follow the rules in 2021 either as they collect \$400 in deposit but no additional funds and simply refunded the difference in the deposit and fees after the event. This is not according to the fee schedule and not how the 2022 event was handled AFTER the inquiry into the 2021 event. Once again, the CE was not following the rules.
7. There were no funds received for rents or deposits this year until 6 June, AFTER my records request which apparently prompted the CE office to notify the organizers of the need for a deposit. The event organizers stated they did not know they had to provide this deposit.

8. The Facility Lease Agreement states that advertising material for the event must be submitted yet there were no advertising materials submitted for either 2021 or 2022. This is a violation of the lease and the agreement should have been terminated under the rules of the lease. The CE did not follow the rules.
9. The Facility Lease Agreement states there must be a printed report from the lessee following the event that includes the event name, date of event, where event was held, total number of participants and or spectators, list of fees charged and collected. The CE states that no such document exists. Once again, the rules were not followed by the CE nor the event organizers and therefore approval should not have been granted this year either.
10. The CE did not seek legal advice until after my inquiry. She has also neglected to be fully transparent and reveal the full opinion of the District Attorney on this matter. She has claimed the DA agrees with her and that she is following the law. That is not true! The DA agrees that the state statute applies and that she could have denied the use of the park. The DA also requested from the County Attorney a signed lease and the rules and regulations of the park. The County Attorney did not supply the requested information. The County Executive is not providing the public with those pieces of information.
11. The CE was absent from the office the entire week leading up to the event at the Agri Park and her own administrative assistant did not know her schedule or intended absences. She intentionally withheld all documents that actually existed until AFTER the event. On 8 June I was told by Angela Jernigan, administrative assistant, that the office had some of my requested documents but not all and Melissa Greene had told her not to give me any documents until they had all of them. This was not a legal requirement but a delay tactic.

The County Executive has cited the First Amendment as justification for granting approval for this year's Pride event at the Agri Park. The First Amendment does not provide the right for children to be present at a drag show and hand money to dancers. The First Amendment does not provide the right for a man to strip into his underwear and dance in front of children on County owned property. This occurred at the 2021 event and there is plenty of documentation to back up these claims. Texas has taken steps to prevent this from happening. Florida has legislation being introduced that will make it a FELONY to take a child to a drag show and includes the loss of parental rights! Tennessee will take up legislation in the next session related to this as well. The DA agrees that the County Executive could have used existing state statute to reject the drag show. She chose not to and did not even seek legal council until after my inquiry. Something serious enough to warrant legislation that could result in a felony and loss of parental rights should be something that warrants the attention of the County Executive enough to seek legal authority to deny that type of activity. Due to her incompetence or agreement with the activity or possibly both, she has opened up the County to serious liability and has participated in the exposure of children to activity which will have permanent negative effect upon them. The CE has chosen to ignore the law, continues to deceive the public, and the County Commission by a and large remains silent in the face of this coverup. I can fully document everything I have said and am willing to testify in a court of law should it become necessary. I cannot agree with funding the maintenance of facilities that are so grossly mismanaged and allowed to be so grossly misused.

Time permitting:

I also object to providing any funding for the Economic Development Commission. The Executive Director, David Hamilton has demonstrated his poor judgment in social media posts related to this event and in supporting Mrs. Greene as a candidate. He has publicly stated that he has attended a drag show and found it to be "quite entertaining". Anyone who finds this depravity entertaining and acceptable in our county owned facilities with children present is not professional enough and lacks the judgment necessary to operate the EDC. He enjoys a very large salary while our teachers are not being paid as much as the teachers of neighboring counties. His salary among the other funds to the EDC could be put to better use in other areas. I cannot agree with my taxpayer dollars funding the salary of nor the Commission headed by this individual.