



**MICHAEL
SAVAGE**
& ASSOCIATES

ATTORNEYS AT LAW

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MICHAEL SAVAGE

September 15, 2025

Via Certified Mail

Hilton Conger
Attorney at Law
200 S. 3rd. Street
Smithville, TN 37166-1419

RULE 408 SETTLEMENT PROPOSAL

Dear Mr. Conger

Please be advised that Mike Giamo and I represent Matt Sliger, who I am sure you are aware was the developer for Silver Point Shores Subdivision. Mr. Sliger informs that the DeKalb County Planning Commission, by and through its secretary, Alan Webb, entered into an Agreement For Certified Check In Lieu Of Completed Improvements, a copy of which I have attached for your convenience as **Exhibit A**. According to the Agreement Mr. Sliger was to provide the DeKalb County Planning Commission a certified check for \$40,000.00 as bond for the installation of fire suppression tanks. The specifications were as shown on the JOB ESTIMATE dated October 9, 2022, a copy of which I have attached for your convenience as **Exhibit B** and which was provided to the DeKalb County Planning Commission prior to the original Agreement. Under the Agreement improvements required by the DeKalb County Planning Commission were to be completed by October 10, 2023. In the event the improvements were not completed by October 10, 2023 the certified check was to be cashed, with the funds therefrom to be forwarded "to the applicable city/county and/or utility district for the construction of said improvements." This first Agreement was subsequently replaced by a second Agreement, a copy of which is attached as **Exhibit C**. The Agreement, a copy of which is attached as Exhibit C was replaced by the Agreement, a copy of which is attached as **Exhibit D**. **Exhibit D** increased the bond amount to \$45,000.00 and provided a completion date of April 4, 2025. Mr. Sliger provided the planning commission a certified check for \$45,000.00. It is our understanding that the certified check has been cashed by the DeKalb County Planning Commission, but the funds have not been forwarded for the construction of the improvements as required by the Agreement.

The \$40,000.00 amount was determined by the DeKalb County Planning Director, Tommy Lee, on October 7, 2022 and approved by the DeKalb County Planning Commission on October 10, 2022 and was based on guidelines approved by DeKalb County Fire Chief, Donny Green. It was subsequently agreed that the bond be increased to \$45,000.00 as reflected on **Exhibit D**.

It is our understanding that the DeKalb County Planning Commission now refuses to forward the funds to the applicable city/county and/or utility district for the construction of the improvements. Pursuant to Tenn. Code Ann. §13-3-403(a) in exercising its powers granted to it by Tenn. Code Ann. §13-3-402 a regional planning commission shall adopt regulations governing the subdivision of land within its jurisdiction. Tenn Code Ann. §13-3-403(b)(1) provides as follows:

As a condition precedent to the final approval of the plat, the regulations may include infrastructure improvement requirements as to the extent to which and the manner in which:

- (A) Roads are constructed and improved;
- (B) Water, sewer, and other utility mains, piping, and connections are constructed or installed; or
- (C) Other infrastructure and facilities are constructed or installed.

Tenn. Code Ann. §13-3-403(b)(3) provides that:

In lieu of the completion of the infrastructure improvements before the final approval of a subdivision plat, the regional planning commission may grant final plat approval subject to the submittal and acceptance of a bond, letter of credit, or other method of assurance, in form, in amount, and with conditions and surety satisfactory to the regional planning commission. The bond, letter of credit, or other method of assurance shall provide for and secure to the public and the local government the actual construction and installation of the infrastructure improvements within a period specified by the regional planning commission and expressed in the bond, letter of credit, or other method of assurance.

Mr. Sliger complied with the requirements of Tenn. Code Ann. §13-3-403(b)(3) and now the DeKalb County Planning Commission refuses to order the monies he deposited in the amount of \$45,000.00 be applied to the construction of said improvements. The commissioners apparently claim they were somehow misled by Mr. Sliger. Mr. Sliger provided the JOB ESTIMATE to the planning commission prior to entering into the Agreements attached as Exhibits A, C and D and which estimate specifically detailed the type and capacity of the fire suppression system to be installed. Now after more than almost three (3) years the planning commission has decided the fire suppression system, as proposed, is not sufficient. If the JOB ESTIMATE did not meet the regulations which the planning commission is required to formulate pursuant to Tenn. Code Ann. §13-3-403(a), why did the DeKalb County Planning Commission enter into the Agreements attached hereto as Exhibits A, C and D? Although Mr. Sliger denies the proposed fire suppression system is not sufficient, it appears that by its assertion of insufficiency the planning commission failed to ensure that the JOB ESTIMATE complied with what it now claims is its own regulations and is attempting to shift the blame on Mr. Sliger.

To make matters worse Mr. Sliger was defamed at a recent meeting of the DeKalb County Planning Commission which was held on August 11, 2025. At this meeting members of the public were told by at least one member of the planning commission that “they violated the law in selling it before the plat was finalized.” This statement was objectively and verifiably false. The DeKalb county mayor, Matt Adcock, stated that the “property was all advertised and sold before it was ever approved which is a criminal offense.” To begin with Mr. Sliger did not sell anything as he was only the developer and not the owner of the property. Second, transfers and/or closings of the sale of the lots did not occur until after October 12, 2022, which was the day the final plat, which had been approved by the planning commission, was filed with the office of the Register of Deeds in Dekalb County. Tenn. Code Ann. §13-3-410(a)(1)(A) provides that

The owner or the agent of the owner of any land shall not:

(A) Transfer or close the sale of the land by reference to, exhibition of, or by other use of a subdivision plat without first submitting a final subdivision plat to the regional planning commission and receiving the commission's approval and before the final plat is recorded in the appropriate register's office....

No transfers or closings occurred before the final plat was approved and filed at the Register's office. Third, advertising the property for sale and contracting to sell it prior to final plat approval is allowed under Tennessee law. Tenn. Code Ann. §13-3-410(a)(1)(A) was amended March 23, 2021 by deleting the language “sell, agree to sell, or negotiate to sell.” The statute now only applies to the transfer or close of the sale.

Also, it was stated at the meeting that Mr. Sliger was “under investigation” and that he “may have another federal matter that he needs to be held liable for.” It was further stated, more than once, that Mr. Sliger had misled the planning commission. Numerous other false and defamatory statements were also made. All of these statements were designed and uttered for the express purpose of defaming Mr. Sliger and to create the false narrative that he was at fault for the delay in installing the fire suppression system. It is our understanding that a report of the meeting was broadcast over the local radio station and social media pages. Mr. Giaimo spoke to a representative of the District Attorney General's office, who confirmed that there is no ongoing criminal investigation into Mr. Sliger. In addition, we learned there was never any federal investigation into Mr. Sliger. In fact, we are now aware a letter was sent from the District Attorney General's office to county representatives advising that Mr. Sliger has committed no crimes, and there would be no criminal investigation and certainly no criminal prosecution. Moreover, the District Attorney General's office, like the public, felt misled about multiple and critical facts concerning Mr. Sliger's role in the development of the project and sales of the individual lots. We would request a copy of this letter at once. We believe the scurrilous and false accusations that have been so freely and wantonly cast by county officials at Mr Sliger exposes those county officials to individual and official liability.

The planning commission may claim that it and/or its members are immune from suit under the Governmental Tort Liability Act. Mr. Sliger is confident same is not the case. As

you are aware the act provides in relevant part as follows:

Except as may be otherwise provided in this chapter, all governmental entities shall be immune from suit for any injury which may result from the activities of such governmental entities wherein such governmental entities are engaged in the exercise and discharge of any of their functions, governmental or proprietary.

(b)

(1) The general assembly finds and declares that the services of governmental entity boards, commissions, authorities and other governing agencies are critical to the efficient conduct and management of the public affairs of the citizens of this state. Complete and absolute immunity is required for the free exercise and discharge of the duties of such boards, commissions, authorities and other governing agencies. Members of boards, commissions, authorities, and other governing agencies must be permitted to operate without concern for the possibility of litigation arising from the faithful discharge of their duties.

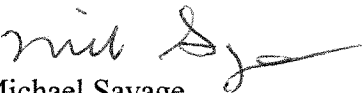
(2) All members of boards, commissions, agencies, authorities, and other governing bodies of any governmental entity, created by public or private act, whether compensated or not, shall be immune from suit arising from the conduct of the affairs of such board, commission, agency, authority, or other governing body. Such immunity from suit shall be removed when such conduct amounts to willful, wanton, or gross negligence.

Under the facts of this case, the act will not apply as the conduct of the planning commission and mayor amounted to willful, wanton, or gross negligence. The statute which it was wrongfully claimed Mr. Sliger violated has been the law in Tennessee since March 23, 2021 and is available for anyone to see. The mayor, the planning commission and/or its members knew or should have known that the JOB ESTIMATE was provided prior to the Agreements attached hereto as Exhibits A, C and D and also prior to the final plat being approved and filed. The false and defamatory statements concerning Mr. Sliger were made willfully, wantonly and/or with gross negligence and for the purpose of shifting the blame for failure to install the fire suppression system on Mr. Sliger.

Mr. Sliger has worked as a real estate developer for the past twenty-two (22) years, completing over 45 developments in seven (7) states. His reputation is very important to him and the defamatory statements which were made about him will undoubtedly harm his reputation and cause him to lose business. Mr. Sliger has and continues to incur financial losses as a direct result of the statements and actions of the DeKalb County Planning Commission and/or the DeKalb County Mayor. Time is of the essence in clearing Mr. Sliger's name and in installing the fire suppression system. Should Mr. Sliger continue to suffer damages as a result of the actions/inactions of the DeKalb County Planning Commission, its members and/or the DeKalb County Mayor he will consider bringing suit for damages against them in both their official and/or individual capacities should the facts and the law so warrant.

Mr. Sliger demands that at the next planning commission meeting, which is to be held on October 13, 2025, the DeKalb County Planning Commission and the Mayor of DeKalb County issue a formal apology for wrongfully defaming him. Said apology must be reflected in the minutes of the planning commission with a press release issued to the local newspaper and the local radio station. Otherwise, we have been authorized to begin the process of drafting litigation to hold the county and its officials liable for their tortious conduct.

Sincerely


Michael Savage
Attorney at Law

MS/df

Enclosures

xc: Mike Giaimo
Matt Sliger

EXHIBIT A

FORM C

DEKALB COUNTY PLANNING COMMISSION

AGREEMENT FOR CERTIFIED CHECK
IN LIEU OF COMPLETED IMPROVEMENTS

In order to obtain final approval from the DeKalb County Planning Commission of Final Plat of Silver Point Shores SUBDIVISION for recording and sale of parcels before completion of the required improvements listed below, Math Shigel (DEVELOPER) has provided a Certified Check, payable to the DEKALB COUNTY PLANNING COMMISSION, in the amount of \$ 40,000 to guarantee construction of the following required improvements:

There are approximately 1 feet in length and 1 feet in width in said streets and curbs; and 1 feet of 1 inch water line and 1 number of fire hydrants; and 1 feet of 1 inch sewer line; and other improvements as follows fire suppression tanks, not yet completed, and that the total cost of providing these facilities would be as follows:

A. Streets and Curbs	\$ _____
B. Water Lines and Fire Hydrants	\$ _____
C. Sewer Lines	\$ _____
D. Other improvements	\$ <u>40,000</u>
TOTAL	\$ <u>40,000</u>

in accordance with terms approved by the DeKalb County Planning Commission at their meeting on 10/10/22 (date). The check will be held in safekeeping in the safe of the DeKalb County by the Secretary of the Planning Commission (Allan Webb) until:

1. All improvements required by the DeKalb County Planning Commission are completed by 10/10/23 (date) and approved, at which time the check will be returned to the Developer. Completion of improvements will be determined by DeKalb County Executive, County Road Superintendent and/or Water Utility District Manager (whichever applicable) and reported in writing to the Planning Commission at their next meeting, at which time approval and release of the check can be made. The Planning Commission shall then direct the Secretary of the Planning Commission to return said certified check to the Developer **OR**
2. Upon 10/10/23 (date), as specified by the DeKalb County Planning Commission, if work has not been completed, the Planning Commission shall direct the County Attorney to negotiate said check for purpose of forwarding funds to the applicable city/county and/or utility district for the construction of said improvements. If Developer can prove in writing 30 days before the expiration of specified period, that unusual circumstances have precluded completion of required improvements, the DeKalb County Planning Commission may review the case and, if the situation warrants, may grant an extension.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this date:

10/16/22

SIGNATURES:

[Signature]
Developer

DeKalb County Planning Commission

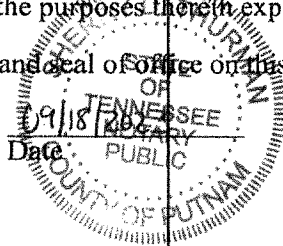
By: [Signature]
Secretary

ACKNOWLEDGMENTS
State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Matt Sliga, the within named DEVELOPER, with whom I am personally acquainted and who acknowledges that he executed the within and foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal of office on this the 11th day of October, 2022.

My Commission Expires:



[Signature]
Notary Public

State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Alan Webb, with whom I am personally acquainted, and who, upon oath, acknowledges himself/herself to be the SECRETARY of the DeKalb County Planning Commission, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Commission by himself/herself as Secretary.

Witness my hand and seal of office on this the 17th day of October, 2022.

My Commission Expires: May 30, 2023
Date

[Signature]
Notary Public

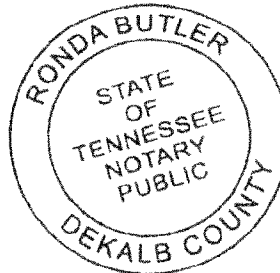


EXHIBIT B

DAVID MILLS WELL DRILLING

308 Mills Circle Drive
PIKEVILLE, TENNESSEE 37367

(423) 881-3273 • Call 423-618-2377
Fax (423) 881-3119

JOB ESTIMATE

PHONE 931 881 7539 DATE 10-9-22

JOB NAME / LOCATION
Drilling Water Well
DeKalb County
Silver Point, TN

TO Matt Sliger
0 Aunt Helen Rd
Smithville, TN 37166

JOB DESCRIPTION: Drilling & Casing Water Well & Installing Pump System.

Estimate based on well depth of 300' with 63' casing installed. Est. for 6" diameter well.

QUAN.	DESCRIPTION	UNIT	TOTAL
1	Mobilization of Equipment	Job	750.00
300	Drilling Well 6 in. Dia.	ft. 20.00	6000.00
60	Reaming Well to 8 1/2 in for Casing	ft. 12.00	720.00
63	Casing 6 1/4 in. Steel	ft. 28.00	1764.00
1	Drive Shoe for Casing 6 1/4 in.	ea.	150.00
1	Grouting Casing with Bentonite & Cuttings		250.00
	Liner Casing in. Steel	ft.	
	Liner Drive Shoe in.	ea.	
	Liner Casing in. PVC	ft.	
	Packer Seal	ea.	
	Well Cap 6 5/8 in.	ea.	
	State Well Permit	ea.	50.00
	Developing Well with Rig Air if needed	ea.	75.00
	Abandoning Well	hr. 400.00	
	Setover old Well & Cleanout	ea.	
		Job	
		Well Total	9759.00
	Pump System (Pump Sys. price range _____)		
1	Pump 2 HP 30-30 gpm	ea.	1950.00
1	Pressure Tank 48 gal. W/M 14	ea.	890.00
1	Hook up Kit for Tank (Tank tee, switch, gauge, valve, etc.)		130.00
220	Wire 8-3 Submersible w/g	ft. 2.40	672.00
40	Wire 2-3 UF w/g	ft. 2.50	100.00
280	Pipe 1 1/4 sch. 120 (Well)	ft. 2.30	644.00
40	Pipe 1 1/4 sch. 40 (to house)	ft. 1.50	60.00
	Pipe sch.	ft.	
	Pitless Adapter in. Well Seal	ea.	
	Trenching if needed	ft. 4.00	
2	Storage Tank Torque Arrestor	ea. 12.00	24.00
1	Labor for Installation & Mobilization		1200.00
2	Electrical 1750.00		1750.00
	Pump Control Box 2 HP	ea.	480.00
	Pump Tech Control if used (Protector)	ea. 450.00	
	Electrical Permit owner to provide	ea.	
	Fittings and Check Valve 2		
	Lightning Arrestor	ea.	150.00
	Storage Tank 500 gal		4500.00
		Pump System Total	10800.00

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST 19,000 - 21,000 X 2
ESTIMATED BY David Mills

1

EXHIBIT C

FORM C

DEKALB COUNTY PLANNING COMMISSION

**AGREEMENT FOR CERTIFIED CHECK
IN LIEU OF COMPLETED IMPROVEMENTS**

In order to obtain final approval from the DeKalb County Planning Commission of Final Plat of Silver Point Shores SUBDIVISION for recording and sale of parcels before completion of the required improvements listed below, Matt Sliger (DEVELOPER) has provided a Certified Check, payable to the DEKALB COUNTY PLANNING COMMISSION, in the amount of \$ 40,000.00 to guarantee construction of the following required improvements:

There are approximately _____ feet in length and _____ feet in width in said streets and curbs; and _____ feet of _____ inch water line and _____ number of fire hydrants; and _____ feet of _____ inch sewer line; and other improvements as follows Fire Suppression Tanks, not yet completed, and that the total cost of providing these facilities would be as follows:

A. Streets and Curbs	\$ _____
B. Water Lines and Fire Hydrants	\$ _____
C. Sewer Lines	\$ _____
D. Other improvements	\$ <u>40,000.00</u>
TOTAL	\$ <u>40,000.00</u>

in accordance with terms approved by the DeKalb County Planning Commission at their meeting on 10/19/2024 (date). The check will be held in safekeeping in the safe of the DeKalb County by the Secretary of the Planning Commission (Alan Webb) until:

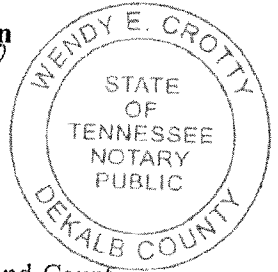
1. All improvements required by the DeKalb County Planning Commission are completed by 10/19/2024 (date) and approved, at which time the check will be returned to the Developer. Completion of improvements will be determined by DeKalb County Executive, County Road Superintendent and/or Water Utility District Manager (whichever applicable) and reported in writing to the Planning Commission at their next meeting, at which time approval and release of the check can be made. The Planning Commission shall then direct the Secretary of the Planning Commission to return said certified check to the Developer **OR**
2. Upon 10/19/2024 (date), as specified by the DeKalb County Planning Commission, if work has not been completed, the Planning Commission shall direct the County Attorney to negotiate said check for purpose of forwarding funds to the applicable city/county and/or utility district for the construction of said improvements. If Developer can prove in writing 30 days before the expiration of specified period, that unusual circumstances have precluded completion of required improvements, the DeKalb County Planning Commission may review the case and, if the situation warrants, may grant an extension.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this date:
10/19/2023

SIGNATURES: [Signature]
Developer

DeKalb County Planning Commission

By: Alan Webb
Secretary



ACKNOWLEDGMENTS
State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Alan Webb, the within named DEVELOPER, with whom I am personally acquainted and who acknowledges that he executed the within and foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal of office on this the 19th day of October, 2023

My Commission Expires: 8/30/2027
Date

Sherry Inuma
Notary Public

State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Alan Webb, with whom I am personally acquainted, and who, upon oath, acknowledges himself/herself to be the SECRETARY of the DeKalb County Planning Commission, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Commission by himself/herself as Secretary.

Witness my hand and seal of office on this the 20th day of October, 2023.

My Commission Expires: 11/30/2024
Date

Wendy E. Crotty
Notary Public

EXHIBIT D

FORM C

DEKALB COUNTY PLANNING COMMISSION

**AGREEMENT FOR CERTIFIED CHECK
IN LIEU OF COMPLETED IMPROVEMENTS**

In order to obtain final approval from the DeKalb County Planning Commission of Final Plat of Silver Point Shores SUBDIVISION for recording and sale of parcels before completion of the required improvements listed below, Matt Sliger (DEVELOPER) has provided a Certified Check, payable to the DEKALB COUNTY PLANNING COMMISSION, in the amount of \$ 45,000 to guarantee construction of the following required improvements:

There are approximately N/A feet in length and N/A feet in width in said streets and curbs; and N/A feet of N/A inch water line and N/A number of fire hydrants; and N/A feet of N/A inch sewer line; and other improvements as follows fire suppression system , not yet completed, and that the total cost of providing these facilities would be as follows

A. Streets and Curbs	\$ <u> 0 </u>
B. Water Lines and Fire Hydrants	\$ <u> 0 </u>
C. Sewer Lines	\$ <u> 0 </u>
D. Other improvements	\$ <u> 45,000 </u>
TOTAL	\$ <u> 45,000 </u>

in accordance with terms approved by the DeKalb County Planning Commission at their meeting on 9/30/2024 (date). The check will be held in safekeeping in the safe of the DeKalb County by the Secretary of the Planning Commission (Alan Webb) until:

1. All improvements required by the DeKalb County Planning Commission are completed by 4/4/2025 (date) and approved, at which time the check will be returned to the Developer. Completion of improvements will be determined by DeKalb County Executive, County Road Superintendent and/or Water Utility District Manager (whichever applicable) and reported in writing to the Planning Commission at their next meeting, at which time approval and release of the check can be made. The Planning Commission shall then direct the Secretary of the Planning Commission to return said certified check to the Developer **OR**
2. Upon 4/4/2025 (date), as specified by the DeKalb County Planning Commission, if work has not been completed, the Planning Commission shall direct the County Attorney to negotiate said check for purpose of forwarding funds to the applicable city/county and/or utility district for the construction of said improvements. If Developer can prove in writing 30 days before the expiration of specified period, that unusual circumstances have precluded completion of required improvements, the DeKalb County Planning Commission may review the case and, if the situation warrants, may grant an extension.

MS

IN WITNESS THEREOF, the parties hereto have executed this agreement on this date:

10/4/24

SIGNATURES:

[Signature]
Developer

DeKalb County Planning Commission

By: Alan Webb
Secretary

ACKNOWLEDGMENTS

State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Matthew Siga, the within named DEVELOPER, with whom I am personally acquainted and who acknowledges that he executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal of office on this the 4th day of October, 2024.

My Commission Expires: 08/22/2027
Date

Sherry Thurman
Notary Public



State of Tennessee)
DeKalb County)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Alan Webb, with whom I am personally acquainted, and who, upon oath, acknowledges himself/herself to be the SECRETARY of the DeKalb County Planning Commission, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Commission by himself/herself as Secretary.

Witness my hand and seal of office on this the 4th day of October, 2024.

My Commission Expires: May 25, 2027
Date

Ronda Butler
Notary Public

