

Monroe County Board Of Commissioners

Regular Session & Public Hearing

January 17, 2008 Official Minutes

6 PM

Present were Chairman Harold W. Carlisle, Vice Chairman Jim Peters, Commissioners Mike Bilderback, Jim Ham, Larry C. Evans, County Clerk Cindy Crowley, County Attorney Mike Dillon and Administrative Assistant Janet Abbott. Chairman Carlisle opened the meeting at 6PM with Commissioner Bilderback leading in a prayer and the Pledge of Allegiance.

Finance Department—Barbara Baswell, Chief Finance Officer Account Payable Checks Approval

Checks—27543—27687 = \$434,050.99

Motion Commissioner Evans motioned to approve the above checks.

Second Commissioner Ham seconded for discussion. Commissioner Ham wanted to know from Ms. Baswell was \$434,050.99 the correct total for the above checks. Ms. Baswell confirmed that was the correct total due to additional checks added to the agenda. Commissioner Bilderback asked the County Clerk to get a copy of the 3 page letter from PMC concerning the Library's boiler for the extra cost of \$5,000 for repairs. Commissioner Evans explained the need for a new system at the Library, but the estimates he received was for a minimum of \$55,000 for replacing the old boiler with a new heat pump. Chairman Carlisle was concerned with the check to Scana for \$450 for utilities paid at the Club House and asked why we are paying the utility bills for the Club House and we do not own the building. Commissioner Ham stated that since he has been Commissioner the county has always paid utility bills. Chairman Carlisle asked are we monitoring the use of the utilities being paid and for the County Clerk to ask Emmett Smith to check into the system used by the Club House and its condition. Vice Chairman Peters asked for Barbara Baswell to investigate the check # 27565 to Bob Barker.

Pass 4-0

Budget Amendments Approval

\$6,000 from division 3300, acct. #53.1270 Fuel, to acct. #53.1200 Energy (utility bills for substations).

Commissioner Ham stated that after the budget is set, he figured additional expenses would be moving around and he sees no need to move the money from the fuel budget line.

Motion Commissioner Ham motioned to take the money from Capital Contingency and to write it down as Sheriff's expense.

Second Vice Chairman Peters, after discussing, Commissioner Evans suggested the Sheriff using fire stations as substations. Commissioner Bilderback stated that using substations the deputies can

save gas by reporting to the substations instead of reporting to the Justice Center before going on duty.

Pass 3-1, Commissioner Evans opposed.

At this time Chairman Carlisle opened the Public Hearing 6:15PM, and explained and apologized for the delay to the visitors scheduled to speak.

Public Hearing White Oak Subdivision Request Rezoning from Agriculture to Residential

John Kutscher, Zoning Officer explained to the public the three (3) minute rule for speaking for or against. And for the public not to speak to each other only address the Board. The County Clerk read the Planning and Zoning minutes concerning the rezoning request, which the Planning and Zoning Board Members approved.

Mr. Lucas spoke in favor and asked the Board to approve his request due to previously being approved for a 77 lot subdivision on August 2006. After that approval, Mr. Lucas purchased 24 additional acres for a total of 106 lots; the additional land would make the subdivision entrance more appealing. He also explained he had worked on this project for two (2) years and request approval for rezoning. He also acknowledges he did not know about the subdivision ordinance changes to after the fact.

Ferman Sakir, Carlos Sertiqes, Allen Rackley, Jerry Clephane, Chris Berkett and Bobby Walker adjoining property owners spoke against the rezoning request due to the following combined complaints; house values not comparable to their house sizes could make their property value go down; smaller/amount lots; well and septic tanks; fire services; traffic counts; wildlife; environmental damages to the ground water; tree buffers; 1400 square foot size of homes; and the fact that a lot of subdivisions are for sale at this time.

Motion Commissioner Ham motioned to deny the rezoning request.

Second Vice Chairman Peters, after discussing, Commissioner Ham explained Mr. Lucas could still put in a subdivision with 3-acre lots. Commissioner Evans goes on record saying he sympathized with the cause and he voted against moving agricultural to 1 acre; however that is on the record now Mr. Lucas did not ask for an extension all Mr. Lucas had to do was request an extension and could have gotten it. Commissioner Bilderback states Mr. Lucas would have also given the board a plat from 77 lots to 106 lots and that it may have been turned down.

Pass 4-0

After completing the public hearing, the Chairman returned to the regular session inviting Dr. Patton Smith to present his reports next, due to his (Dr. Smith's) tight schedule.

Monroe County Jail Physician Director Patton P. Smith, M.D.

Dr. Patton Smith presented to the Board 2003-2007 Jail Annual Statistics/Yearly Reports.

Medical Service Contracts Approval

Physician/Director (\$12,000 annually). January—December 31, 2008

Monroe County Jail Physicians Medical Service Contracts:

Patton P. Smith, M.D. (\$1,250 per month) January 1—December 31, 2008

Jeremy T. Goodwin, M.D. (\$1,250 per month) January 1—December 31, 2008

J. Ray Grant, M.D. (\$1,250 per month) January 1—December 31, 2008

W. Stephen Taunton, M.D. (\$1,250 per month) January 1—December 31, 2008

Motion Vice Chairman Peters motioned to approve the above medical service contracts.

Second Commissioner Ham, after Commissioner Evans going on record saying he thought we should bid it (the contracts) out.

Pass 3-2, Commissioners Evans and Bilderback opposed.

Motion Commissioner Evans motioned for the county to bid out the prescriptions (pharmacy services).

Second Commissioner Bilderback for discussion. Commissioner Ham questioned Dr. Smith, were his doctors prescribing the cheapest/generic prescriptions when possible. Dr. Smith responded yes. Commissioner Evans also suggested setting up an in house pharmacy.

Failed 2-3, Carlisle, Peters Ham opposed.

After Dr. Smith's presentation, Commission returned to the regular scheduled agenda items.

Budget Amendments Approval—Barbara Baswell, Chief Financial Officer

\$3,500 from division 1110, acct. #57.9000 Contingency to division 2150, acct. #57.1002 Towaliga Drug Court (payment approved on April 17, 2007).

Motion Commissioner Bilderback motioned to approve the above budget amendment request.

Second Commissioner Evans, after no discussion.

Pass 3-1, Commissioner Ham opposed.

\$5,000 from Contingency to division 6500, acct. #52.2230 Building & Ground Maint. (repair boiler).

Motion Commissioner Ham motioned to approve the above budget amendment.

Second Commissioner Bilderback, after no discussion.

Pass 4-0

\$5,000 from Contingency to division 215, acct. #52.3990 Other Contract Services (to cover new tower rent fee for E-911).

Motion Commissioner Ham motioned to approve the above amendment and the \$5,000 to come from Capital Contingency to the above line item.

Second Commissioner Bilderback, after no discussion.

Pass 4-0

Pat Corley—Save-A-Pet Requesting the Use of Court House Lawn

For their upcoming event, ‘Noodles For Poodles’, April 2nd.

Commissioner Ham requested Ms. Corley to check into the county receiving a free computer chip wand; and also her assistance in the design of a new animal shelter.

Motion Commissioner Ham motioned to allow the above request from Ms. Corley.

Second Vice Chairman Peters, after no discussion.

Pass 4-0

Motion Vice Chairman Peters motioned to renew the ‘Animal Control Agreement’ between the City of Forsyth and the County for an annual fee of \$7,500.

Second Commissioner Ham after discussing bidding the euthanizing prices among vets.

Pass 4-0

Bud Queen—High Falls Towaliga Watershed Alliance

Mr. Queen presented and discussed with the Board the State Wide Water Management Plan. He also invited the Commission to a meeting February 1st, at 7PM, High Falls State Park.

Kevin Wangerin, Attorney Supreme Court Decision with Georgia Power

Mr. Wangerin discussed with the Commission the following Supreme Court decision. In the Supreme Court of Georgia Decided: January 8, 2008 S07G1156. MONROE COUNTY et al. v. GEORGIA POWER COMPANY. MELTON, Justice.

In accordance with OCGA § 48-5-511 (a) and (b), Georgia Power Company provided a 2003 return to the State Revenue Commissioner (Commissioner) and the State Board of Equalization (State Board) showing approximately \$8.8 billion as the fair market value of all of its real property holdings in the State of Georgia. After reviewing the return, the Commissioner approved this fair market value and apportioned it among the numerous counties of the state in which Georgia Power held real property. The apportioned value of real property held by Georgia Power in Monroe County was calculated to be approximately \$229 million. The Commissioner

then multiplied this apportioned value by a 36.27% assessment ratio, resulting in an assessment value of Georgia Powers' Monroe County property of approximately \$83 million. Based on these calculations, the Commissioner arrived at a proposed tax assessment of the Monroe County property equal to approximately \$2 million.

After being notified of the Commissioner's proposed assessment, the Monroe County Board of Tax Assessors (Monroe County Board) decided to reject both the Commissioner's determination of fair market value for the property as well as the 36.27 % assessment ratio which had been used. Instead, the Monroe County Board determined that Georgia Power's property had a fair market value of \$701 million, and it increased the assessment ratio to 40%. These altered figures resulted in a final tax assessment of approximately \$5.98 million, rather than the \$2 million tax proposed by the Commissioner. Georgia Power objected to the Monroe County Board's calculations, and brought an action for equitable relief. The trial court rejected Georgia Power's arguments and entered summary judgment in favor of the Monroe County Board. Georgia Power appealed this decision, and, in *Georgia Power Company v. Monroe County*, 284 Ga. App. 707 (644 SE2d 882) (2007), the Court of Appeals held that, although the Monroe County Board had the authority to alter the assessment ratio proposed by the Commissioner, it lacked the authority to alter the apportioned fair market value for the property used by the Commissioner in his proposed assessment. We granted certiorari to determine the propriety of this holding. For the reasons set forth below, we affirm.

In its most general sense, the calculation of the taxable value of property for ad valorem tax purposes requires the multiplication of two factors: the fair market value of a particular piece of property and an assessment ratio. The former quantity represents the amount at which the property would fairly sell for in an arms length transaction, and the latter factor is expressed as a percentage representing the ratio of the assessed value to the fair market value of the property. The manner in which these factors are quantified is set forth in the ad valorem tax provisions of our state revenue code. Of particular importance in this case is OCGA § 48-2-18, which was passed as part of a set of 1988 amendments intended to modify the procedures relating to ad valorem taxation in Georgia. OCGA § 48-2-18 (c) states: "After final approval by the State Board of Equalization of the digest of proposed assessments made by the [C]ommissioner and after any adjustments by the [State B]oard as authorized by this Code section are made, the [C]ommissioner shall notify within 30 days each taxpayer in writing of the proposed assessment of the property." In turn, OCGA § 48-2-18 (d) provides that "[w]ithin 30 days after receipt of the [Commissioner's] proposed digest of assessments, the county board of tax assessors shall make the final assessment of the property in question and provide notice to the taxpayer." Monroe

County contends that, by authorizing counties to calculate a “final assessment” for property under OCGA § 48-2-18 (d), the Legislature intended to give counties complete control over ad valorem taxation, including the right to reject both the fair market value and assessment ratio determined by the Commissioner in his “proposed assessment” under OCGA § 48-2-18 (c). Georgia Power, on the other hand, argues that, in order to preserve Georgia’s longstanding employment of a “unit tax” method for taxation of public utilities, counties may alter the Commissioner’s assessment ratio in making a final assessment, but not the fair market value. A review of both the revenue code as a whole and existing caselaw supports Georgia Power’s contentions. When filing an ad valorem tax return, each individual public utility is required to report the full fair market value of all of its property located within the state and to apportion the value of that property among the various counties in which parcels of this property are located according to apportionment rules and regulations promulgated by the Commissioner. OCGA § 48-5-511 (c) (1). The Commissioner is given the authority to promulgate these apportionment rules so that, among other things, he may include within them “factors which in the [C]ommissioner’s judgment are reasonably calculated to apportion fairly and equitably the property between the various tax jurisdictions.” OCGA § 48-5-511 (c) (2). This system of apportionment by the Commissioner is in accord with the use of a unit tax method in Georgia for taxing property of public utilities. Under this method, the overall value of a public utility’s property held within the state is determined as a whole and then divided among the counties in which the property is located in proportion to the percentage of the overall property located in that county. This system is intended to create the most equitable result for all parties involved. The unit tax provides the public utility with a certain total amount of taxable value determined by a central state figure, and it also provides the interested counties with the assurance that each will receive given proportionate shares of that total based on the amount of property situated in each county. Although the ad valorem tax structure was altered in 1988, the unit tax method for taxation of public utilities was retained. The 1988 amendments to Title 48 left intact the old provisions relating to the “unit tax” method for public utilities. See OCGA § 48-5-511. The amendments did not relieve the Commissioner and The 1988 amendments were intended “to extensively revise provisions relating to ad valorem taxation of public utilities; to provide for local assessment; to provide for state assistance in the event of appeals; to change the method of assessment of public utilities; to revise the duties and responsibilities of the State Board of Equalization . . .” Ga. L. 1988 p. 1568. The Board of their responsibility to make an assessment of all the utility’s taxable assets in the State as a unit and apportion it among the counties. (Citations omitted.) *Telecom USA, Inc. v. Collins*, 260 Ga. 362, 364-365 (1) (393 SE2d 235)

(1990). Therefore, in construing OCGA § 48-2-18, we must be mindful of this unit tax overlay to the ad valorem tax structure while also taking into consideration that, under the 1988 amendments, “[t]he essence of the counties’ new role is the right to make an assessment that is different from the Commissioner’s “proposed assessment” and to deal with appeals from its “final assessment.”¹ Id. at 365 (1). To preserve the efficacy of the unit tax, determination of overall value and apportionment by a central state party like the Commissioner must continue, and, to increase a county’s role in determining ad valorem tax, a county must have some ability to modify the proposed assessment of the Commissioner in determining a final assessment. Both of these objectives are achieved by allowing the Commissioner to control the determination of fair market value and its apportionment and allowing each county to determine the appropriate assessment ratio to be applied based on the most recent records uniquely available to each county. This result is also consistent with our discussions of ad valorem taxation in *Telecom*, supra. There, we concluded “that the county board of tax assessors may either adopt or modify the Commissioner’s proposed assessment before issuing a final assessment. . . . If the county has modified the proposed assessment, then the county must have had access to information that is either more current or more credible regarding the appropriate assessment amount.” (Footnote and punctuation omitted.) Id. at 366. In other words, following the Commissioner’s determination of assessment ratios, a county may revalue locally appraised properties, altering the assessment ratio to be applied to them. In turn, this would affect the appropriate assessment ratio to be applied to public utilities within the county, as the Georgia Constitution requires that locally appraised property and public utility property to be uniformly taxed. See Ga. Const. of 1983, Art. VII, Sec. 1, Par. 3 (f). If a county has this type of “more current information” regarding locally appraised property, the county may determine that it is necessary to alter the assessment ratio proposed by the Commissioner. Finally, the revenue code implies that, contrary to Monroe County’s position, counties are not meant to have ultimate control over ad valorem taxation of public utilities. To the contrary, several statutory provisions indicate that counties may not set values for public utility property. See OCGA § 48-5-263 (b) (1) (stating that county tax appraisers may make fair market value appraisals except for property returned directly to the Commissioner); OCGA § 48-5-264.1 (providing that the chief appraiser and local assessors may go upon property to make value appraisals other than property directly returned to the Commissioner); OCGA § 48-5-305 (c) (allowing local assessors to ascertain the fair market value of any property not already appearing on the county digest except for property returned to the Commissioner); and OCGA § 48-5-313 (stating that no part of the Revenue Code setting forth the powers of local assessors shall apply to those persons required to file returns directly

with the Commissioner). Three of these statutes were expressly retained in the 1988 amendment and one was enacted three years later, thereby showing that the Legislature intended to retain valuation of public utility property at the state level.

Therefore, in accordance with our prior caselaw, legislative intent, and the revenue code, we find that, in reaching a final assessment pursuant to OCGA §48-2-18 (d), a county may alter the assessment ratio used by the Commissioner in his proposed assessment, but the county does not have authority to alter the apportioned fair market value determined by the Commissioner. Judgment affirmed. All the Justices concur, except Carley, J., who concurs specially. S07G1156. MONROE COUNTY v. GEORGIA POWER. CARLEY, Justice, concurring specially. I agree with the majority's conclusion that the Court of Appeals reached the correct result in this case and, therefore, I concur in our affirmance of the judgment of that Court. However, as Chief Judge Barnes noted in her articulate dissent in the Court of Appeals, both OCGA § 48-2-18 and our decision in *Telecom* USA, Inc. v Collins*, 260 Ga. 362 (393 SE2d 235) (1990), can be read to support a construction contrary to that reached in this case by the majority in both this Court and the Court of Appeals. *Telecom**, supra, 711 (Barnes, C. J., dissenting). Nevertheless, I can concur in the majority's conclusion because of a footnote in Chief Justice Clarke's opinion in *Telecom**: "Some of the documents submitted by the counties or by the Board imply that the counties may appropriately modify only the 'assessment ratio' before issuing a final assessment. However, neither the method for establishing the 'final assessment' nor any possible limitations on the counties' power to modify the Commissioner's 'proposed assessment' are squarely raised in this case. We do not reach these issues here." (Emphasis supplied). *Telecom**, supra 366, fn. 3. Because this Court specifically did not decide this issue in *Telecom**, the majority's resolution thereof in this case is appropriate, logical, and consistent with the "unit tax" method of assessment for public utilities.

Mr. Wangerin explained to the Commission, you still have pending litigation to deal with, he asked whether they wanted to discuss the ramifications of the decision in executive session. We need to discuss that the decision states that the Tax Assessors can't change the value, but can change the assessment ratio. You have arbitration out there were folks are challenging the value that was set and the changes that were made to the utilization ratio, so you are going to have decisions to make or pending litigation about those equalization ratios and also about what options the Tax Assessors have due to the value set by the state.

Chairman Carlisle asked, we can't charge more than 36% ratio but we could raise ours to 38% or could we go to 40% ratio?

Mr. Wangerin, answered we can change the equalization ratio. **Carlisle** also asked was it up to us to get our ratio correct. **Wangerin** well it's up to the state if we disagree with the state values and the Tax Assessors can't change that value on it's own by issuing a final assessment, what options does the County have to challenge the value of the assessment of the value set by the state. The Supreme Court decision states you can't change that value by issuing a final assessment that's different. But what the Supreme Court did not address was as well as the value that is being set by the state is actually a correct value. **Carlisle** believed this should be discussed in executive session with concerns this might jeopardize any future actions pertaining to this case. **Wangerin** the status we need to discuss on the appeals is now that we've got the Supreme Court decision regarding the equalization ratio and now that we know, we can't set the value or change the value of a final assessment; I would like to report to you (Commission) what our options are and what strategy you want to follow with the Supreme Court's decision. **Commissioner Evans** asked will the next level be the US Supreme Court. **Wangerin**, I don't really think you can appeal this decision to the US Supreme Court; you don't have any further issues. **Evans** stated he would like to discuss Mr. Wangerin's fee he collected and two checks \$711,415.37 and \$610,404.03. **Evans** stated Mr. Wangerin was not entitled to the checks because the contract only had four areas where you could collect money; three of them said that the assessed value of the plant had to go up for you (Wangerin) to collect money; the other one states that you would get paid for your expenses by an hourly basis up to a maximum of \$50,000. When the money came in it was for underpaid taxes the millage, the assessed value was not changed as of this date per Tax Assessors. At this time, **Commissioner Ham** asked to go in to executive session and discuss further.

OTHER COUNTY BUSINESS

Waive Reading of Minutes January 3, 2007 Regular Meeting

Motion Commissioner Evans motion to waive the above minutes.

Second Commissioner Bilderback after no discussion.

Pass 3-1, Commissioner Ham opposed.

Approve Minutes January 3, 2007 Regular Meeting

Motion Commissioner Evans motioned to approve the above minutes with corrections made by any Commissioner.

Second Commissioner Bilderback after no discussion.

Pass 4-0

O. Wendell Horne’s Letter—Requesting Waive Late Penalties For 45 Jennings Lane

Requesting relief for tax penalties for 2007 in the amount of \$417.

Motion Commissioner Ham motioned to deny Mr. Horne’s above request.

Second Commissioner Evans after no discussion.

Pass 3-1, Commissioner Bilderback abstained.

Motion Commissioner Ham motioned not to sign a contract with the company that sends all the high price bills out (company that sends delinquent notices out).

Second Commissioner Evans after Tax Commissioner Patsy Miller explaining this is a good company and she has had no problems with the company. Commissioner Evans goes on record saying he has got calls from citizens concerned with the letter sent by the company has language not understanding by the public. Ms. Miller states she can sign a contract with the company, but she has always wanted the Commissioners’ blessings.

Failed 2-3, Carlisle, Peters and Bilderback opposed.

Tax Commissioner’s Letter—Requesting to Write Off Previously Owned Property Taxes

Development Authority of Butts County	Map # 012E-006	\$ 4,097.07
Percale LLC	Map # 097-012	\$45,733.02
Walter C. Rocker, Jr. ETAL	Map # 014-068	\$ 358.72

Motion Commissioner Evans motion to approve the above property tax write offs. Commissioner Evans **withdrew** his motion before a second.

Development Authority of Butts County—Map # 012E-006—\$4,097.07

Motion Vice Chairman Peters motioned to authorize Ms. Miller to write off the \$4,097.07 property taxes for years 2006 & 2007.

Second Commissioner Bilderback, after no discussion.

Pass 4-0

Percale LLC—Map # 097-012—\$45,733.02

Consensus of the board was to have Commissioner Evans investigate and see if the Development Authority now owns Map#97-12 property.

Walter C. Rocker, Jr. ETAL—Map # 014-068—\$358.72

Motion Commissioner Ham motioned to authorize Ms. Miller to write off the \$348.72, if in fact, it is the land purchased by the county for Rocky Bridge located on Wise Road.

Second Vice Chairman Peters after no discussion.

Pass 4-0

Authorize ‘Proclamation USS Georgia (SSGN 729) Day’ March 28, 2007

The Georgia flag will make its way across 159 counties; it will be permanently displayed aboard the USS Georgia submarine proclaiming March 28, 2008, USS Georgia Day.

Motion Commissioner Ham motioned to approve the proclamation.

Second Commissioner Evans after no discussion.

Pass 4-0

Approve and Authorize Chairman Carlisle to Sign ‘Agreement with Paron Church Polling Place/Proctors’

This agreement is for the County to use the fellowship hall as a polling place and for the County to abide by the following conditions: Repair holes in the parking lot of the hall with gravel. Install at its expense a handrail at the entrance. Clean the carpet in the hall after each run off election if needed. Repair any damage done to the hall. Assume liability for injury or damage that may arise. Convey any interest it may have in the old voting house to Paron Baptist Church.

Motion Vice Chairman Peters motioned for all Commissioners to sign the above agreement.

Second Commissioner Ham, after no discussion.

Pass 4-0

Monroe County Public Facilities Authority Draft Local Act

Approval to give notice of intention to introduce local legislation that the Monroe County Public Facilities Authority Draft Local Act will be introduced at the regular 2008 session of the General Assembly of Georgia a bill to provide for creating a Monroe County Public Facilities Authority.

Motion Commissioner Evans motioned to introduce the Local Act in to legislation.

Second Vice Chairman Peters after no discussion.

Pass 4-0

Approve Payment to Kim Romine for Comp Time

134.5 hours at \$14.42 an hour equals \$1,939.49 wages, \$148.37 FICA, \$213.34 retirement for a total cost of \$2,301.20 for approval.

Motion Commissioner Ham motioned to approve 134.5 hour payment to Kim Romine.

Second Vice Chairman Peters, after no discussion.

Pass 4-0

Commissioner Evans Time Clock Issue

Motion Commissioner Evans motioned to have all county employees clock in and out except constitutional officers and appointed county employees; County Clerk, Road Superintendent, Fire Chief and Zoning Officer.

Second Vice Chairman Peters after discussing excluding Jimmy Smith, Recreational Director, but the Commission decided to have Mr. Smith clock in and out.

Pass 4-0

Appoint Monroe County Hospital Authority Board Member 2008

Expired Board Member—Charles Hampton

Motion Chairman Carlisle motioned to reappoint Charles Hampton to the Hospital Authority Board.

Second Commissioner Bilderback after discussing; Commissioner Ham stated Mr. Hampton believed Commissioner Ham got personal with him at the last meeting, Commissioner Ham wanted to clear up his statement made about Mr. Hampton. It was said at the last meeting that Mr. Hampton was very knowledgeable and he has the nursing home business, and I (Ham) said that his father was in the nursing home business and built the nursing home and Charles came alone and sold the nursing home and he was knowledgeable in that business or the most knowledgeable person on the board, but he is also a most divisive person.

Pass 3-1-1, Carlisle, Peters & Bilderback in favor. Ham opposed. Evans abstained.

Appoint Recreation Board Members 2008

Expired Board Members:

Kenny Peterman Reappointed

Frank Redding Commissioner Evans will get back with the Board with his nominee.

Wendy Bennett Reappointed

Cassandra Walker Reappointed

Robert Muckenfuss Vice Chairman Peters replaces Robert Muckenfuss with Karen Roberts.

DISCUSS AND TAKE ACTION ON ANY OTHER BUSINESS

American Tower Management, LLC License Agreement

Motion Commissioner Ham motioned to authorize County Attorney Mike Dillon to research the agreement.

Second Commissioner Evans, after no discussion.

Pass 4-0

Authorized Tax Commissioner Patsy Miller to Generate a Manual Tax Bill

Due to the closing on the Rumble Road Industrial Park the Tax Commissioner will need to generate a manual tax notice to the company on an annual basis for an exempt entity Development Authority Rumble Road Industrial Park.

Motion Commissioner Evans motioned to authorize Tax Commissioner Patsy Miller to generate a manual tax notice for an exempt entity.

Second Commissioner Bilderback, after no discussion.

Pass 4-0

EXECUTIVE SESSION, 8:35 PM

Motion Commissioner Ham motioned to go in to executive session at **8:35 PM**, to discuss personnel and litigation.

Second Vice Chairman Peters after no discussion.

Pass 4-0

Present: Commissioners, County Clerk Cindy Crowley, County Attorney Mike Dillon, Administrative Assistant Janet Abbott and Robert Grier, Tax Assessor Chairman and Kevin Wangerin, Attorney.

RECONVENED REGULAR SESSION, 9:45 PM

Motion Commissioner Bilderback motioned to come out of executive session at **9:45 PM**.

Second Vice Chairman Peters after no discussion.

Pass 4-0

Tax Assessors Office—New Chief Appraiser’s Salary

Motion Commissioner Evans motioned to allow the Tax Assessors to pay and select the new when hired Chief Appraiser \$74,000 yearly.

Second Commissioner Bilderback, after discussing the contract presented in executive session, Commissioner Ham asked that Commissioner Evans amend his motion to not allow the section in the contract paying the chief appraiser six months severance pay if fired by the Tax Assessors and for the Tax Assessor to have the contract approved by the Commission before submitting to the employee.

Amend Commissioner Evans amended his motion to reflect Commissioner Ham’s above request.

Second Commissioner Bilderback, after no discussion.

Pass 4-0

Commissioner Evans presented 'Plant Scherer Litigation, Summary Document

Mr. Wangerin of Bullard, Garcia & Wangerin has been asked to attend the December 18, 2007 meeting to discuss the terms of an Attorney's fee contract his firm entered into with the Monroe County Board of Commissioners on June 1, 2004 in regular commission meeting page 4, 3rd paragraph "Commissioner Peters made a motion to hire Attorney's Kevin Wangerin and Peter Crossett on contingency to handle the utility assessment cases and to authorize the chairman to sign the contract. Motion was seconded by Commissioner Bilderback and passed 4-0" note Commissioner Evans was on vacation and not present at this meeting. (See exhibit 1 and exhibit 2 is Attorney's Fee Contract.)

This action was started after one of the four power generating units located at Plant Scherer was sold for over 1 billion dollars to a Florida company while the total assessed value of all four units had a value of little more than 1 billion dollars. So it was reasoned that the plant had a value four times what it was on the books for. However the Georgia Department of Revenue had the right to determine the value of power generating plants, and not the local county where the plant was located. The Monroe County Tax Assessors had already reassessed the Plant Scherer property and sent out new assessment notices dated January 4, 2006 which all companies have challenged and is still being litigated (see exhibit #3 assessments). The contract provides that the attorneys be paid at their hourly rate for their services up to a maximum of \$50,000 and any other payments the attorney's would receive be contingent upon winning a higher assessed value of the plant as spelled out in paragraph 1,2,3 and 4 of the contract (page 2&3, exhibit 4). There is no other provision for payment to Mr. Wangerin's firm in the contract. They only get paid if the value (assessed value) of the plant goes up.

In March 2006, the Monroe County School Board noted that their projected revenues were short and contact the Tax Commissioner Patsy Miller and it was discovered that five companies at Plant Scherer had paid their 2003, 2004 and 2005 taxes based on the 2002 millage rate and not at the increased millage rates for those years. In other words the millage rate was increased in 2003, 2004 and 2005 and not the assessed value, the value of the plant did not go up. And remember, the only way Mr. Wangerin could be paid was contingent upon the assessed value going up. They had underpaid their taxes due to a billing error at the tax commissioner's office. The Monroe County Tax Commissioner then prepared corrected bills showing the correct millage rate and forwarded them to the five companies who had underpaid through no fault of their own. They had paid what they were billed for the years 2003, 2004 and 2005 and was

unaware the count had went up on the millage rate. The amounts due for those years were (see exhibit 5)

After the tax commissioner had forwarded the corrected bills to the five electric companies that had underpaid, Mr. Wangerin gets copies of these bills from the tax commissioner and sends them out again to the companies without authority from the tax commissioner or a contract from any Monroe County entity to do so; he was strictly acting on his own.

By July 2006, all five companies had paid their respective total amounts to the Monroe County Tax Commissioner's office with no protest whatsoever totaling \$3,980,102.31 at which time Mr. Wangerin demanded 40% of these proceeds in accordance with his contract he signed with the county on June 1, 2004 in the amount of \$1,592,840.90, stating he had reached a partial settlement agreement increasing their assessed value producing this new tax money.

Tax Commissioner Patsy Miller explained to all five County Commissioners and the County Attorney Mr. Dillon that the money (\$3,980,102.31) was for underpaid taxes due to a billing error and that they were not for any increase in the assessed value because the assessed value had not went up at all. The litigation was not settled then, nor is it settled now. Larry Evans asked for an opinion from the County Attorney because he did not feel Mr. Wangerin was due any of this tax money based on his contract. On July 6, 2006, Mr. Dillon produced his opinion. (exhibit 6, page 5, paragraphs 4&5).

At the County Commission meeting on August 15, 2006, Mr. Wangerin and his partner Mr. Bullard entered the meeting around 8 pm, and at 8:15 pm, Mr. Peters made a motion to go into executive session to discuss litigation and personnel. In the closed session Mr. Wangerin cautioned the board that his partnering law firm in New York headed by Mr. Peter Cossett was all but ready to pull out of the litigation with the companies at Plant Scherer unless 40% of the underpaid taxes were paid over to the firms and this would effectively stop the litigation. (See Mr. Cossett's letter stating his position, exhibit 7).

In this closed session Commissioner Evans asked Mr. Dillon to go over his opinion letter stating that Mr. Wangerin was not due any part of the \$3,980,102.31 according to his contract because the assessed value had not gone up and this money was for increase millage and that no one from the tax commissioner office or any other county entity had signed another contract for Mr. Wangerin to assist in collecting these taxes which the companies have never denied that they

owed. There was no written agreement for Mr. Wangerin to send out five letters to these companies asking for these unpaid taxes, this was the tax commissioner's job and she had already done so and the companies had not had time to respond before Mr. Wangerin jumped into the picture at no one's request and sent the bills to the company again. (Please see exhibit 8 that Mr. Wangerin presented to the Board at that time titled "Conditions of Settlement.")

After coming out of executive session at 9:10 pm, Commissioner Bilderback made a motion to pay attorney Kevin Wangerin for attorney fees for settlement of litigation as set forth in the agreement (original contract). The motion was seconded by Commissioner Peters. The motion carried 3-1-1 with Commissioner Ham abstaining and Commissioner Evans opposed. Commissioner Evans requested minutes reflect that the payment is for settlement of increased assessed value and not collection of underpaid millage.

I noticed during this vote Mr. Wangerin was handwriting a new contract and when the meeting was adjourned he handed it to Commissioner Carlisle and he and Ms. Baswell promptly signed it. The next morning, August 16, I went by the office and asked Ms. Baswell what she and Mr. Carlisle had signed after the meeting and she gave me a copy of it and a typed copy she and Mr. Carlisle had just signed with Mr. Wangerin at 8:30 am when Mr. Wangerin came and picked up his check for \$711,415.37, which was the county's portion. The hand written contract Mr. Carlisle and Ms. Baswell signed was binding the Monroe County Commissioner to pay the Monroe County School Board's portion after 90 days if the school board did not pay by then, which was \$610,404.03. I then reminded Ms. Baswell that the Board of Commissioners had not voted for she and Mr. Carlisle to sign this contract, Ms. Baswell agreed that we had not voted for them to sign this contract, I then got a copy of her handwritten notes from the meeting, and no mention of the Board voting to enter into the contract is there (see attached handwritten minutes and contract dated August 15, 2006, exhibit 9).

In the November 21, 2006 Board of Commissioners meeting, Commissioner Bilderback made a motion to go into executive session for the purpose of discussing litigation at 8:33 pm. Commissioner Ham seconded the motion and it carried 4-0. In the closed session Mr. Dan Bullard who is Mr. Wangerin's partner requested the Commissioners pay the school board's portion which Mr. Carlisle and Ms. Baswell signed the handwritten contract on August 15, 2006 committing to pay unless the school board paid within 90 days which they had not. I explained to the full board that the contract was not valid because the full board did not vote on it as

reflected in the minutes and county attorney Dillon explained he had never seen this contract before that night and that it was not valid at all. At 9:02 pm the board came out of executive session and Commissioner Peters made a motion to pay an invoice from Bullard and Wangerin for legal fees of \$610, 040.03, Commissioner Bilderback seconded the motion. The motion carried 3-1 with Commissioner Evans opposed. Commissioner Bilderback requested a signed copy of the settlement agreement from Bullard and Wangerin. (see minutes of November 21, 2006, exhibit 10).

Since this action has taken place the Monroe County has verbally asked Mr. Wangerin on several occasions to furnish a copy of the settlement agreement with the five power companies and have written asking for the settlement agreements on July 18, 2007, November 29, 2007 and December 13, 2007 and he has not furnished any written settlement agreements to date. (See exhibit 11 request for settlement agreement with Georgia Power). (End of summary.)

Commissioner Evans asked Mr. Wangerin to answer the following questions:

1. Why did the board of Commissioners vote on August 15, 2006 to pay Kevin Wangerin's firm \$711,415.37 for Monroe County's portion after the County Attorney researched contract and found we owed nothing and Tax Commissioner Patsy Miller informed all the Commissioners this money was for underpaid taxes and not for an increase in the assessed value.
2. Why did Chairman Carlisle and County Clerk Barbara Baswell sign a handwritten contract binding the Monroe County Commission to pay the school board's portion of \$610,404.03 within 90 days if the school board did not pay and not allow the entire Board of Commissioners to vote on this written contract and not even allow the County Attorney to see the contract for review of legality which is standard procedure.
3. Why did Mr. Wangerin send out the tax bills again after the Tax Commissioner had already sent them out? Did he have a contract to do this?
4. Why did he ask for payments totaling \$1,321,819.49 from Monroe County when there was no increase in the assessment and that was the only basis for his firm to be paid?

Kevin Wangerin responded he would have to reveal matters discussed with other attorneys and in executive session, if he responds to Commissioner Evans questions. He also explained that the Commission would have to allow him to answer the questions in open session by waiving the attorney/client privilege before he could respond.

Motion Commissioner Evans motioned for Mr. Wangerin to be allowed to discuss the merits of his contract and him collecting \$1,321,819.49, waiving attorney/client privileges.

Second Commissioner Bilderback, after no discussion.

Pass 3-1, Commissioner Ham abstained.

Kevin Wangerin response, the Board of Tax Assessors hired us after making a determination based on that the Board of Assessor could set the final assessment and they could change the equalization ratio and they could also change the assessed value that was issued by the state. There was documentation from the Department of Revenue (DOR) that said the county tax assessors could change the assessed value or the equalization ratio. There was also testimony from a department head of the DOR saying that they could change the value or the ratio, based on that we were hired on an hourly basis to represent the county. It became apparent that based on the amount of work involving seven utility companies each filing appeals once we changed the value, the county couldn't afford to continue the litigation on an hourly basis. I believe it was Commissioner Evans that first suggested a possibility on contingency arrangement. I talked to Mr. Crossett; his firm was very reluctant because they normally operate on an hourly basis. He said, if we are going to do that, they are going to have to put up or at least say they would have to pay another \$50,000 in hourly fees. If you go back and look at the county records, you will see that after the date of this contingency agreement which was June 2004, I've never sent the county another bill for hourly time; I wasn't paid any of that \$50,000. **Commissioner Bilderback** asked was he paid the first or second \$50,000. **Mr. Wangerin**, I was paid on an hourly basis up until this contract was signed. **Commissioner Bilderback** which amounted to \$50,000. **Mr. Wangerin** it didn't have anything to do with this \$50,000; I don't know what the amount was before the contract was signed. This \$50,000 that you are talking about in here none of that went to our firm. The contract provided for a contingency, that the attorney would be entitled to a percentage of any recovery that is made in connection with this action. This action involves tax appeals for 2003, 2004, 2005 up to 2007. It then sets forth different conditions independent of each other, under which a recovery could be made; the portion of that the 2002 assessment that would be increased and we would receive a percentage of that increase. The second one established that in the event (as Mr. Evans says) for the year 2003, 2004 & 2005 there's a confirmed and established assessment and they vary from year to year. The contingency fees under this agreement shall be calculated for each year. The third section which is relevant says that in the event this action is settled by adjudicating any owner's future assessment in lieu of in whole or in part requiring such owner to make a cash payment to remedy any underpayment found due and owing in any tax year at issue, the attorney shall be

paid 40% of the increased tax revenue from an underpayment. In 2006, we were called in because the Board of Education (BOE) found that their revenues were not as high as they thought they were going to be. **Commissioner Evans** who called you in? **Mr. Wangerin**, I had a meeting with commissioners and school board. We were asked to get with Patsy Miller, Tax Commissioner and find out where those revenues were; I got with Ms. Miller's office she pulled information for me I went back and did the calculations, we corresponded back and forth and we came up with an amount due that we thought each company had not paid. Mr. Evans says that this all evolved around millage rate, is that correct, that everything that was paid was just around millage rate. **Commissioner Evans** that's what the company's paid for under millage rate. **Mr. Wangerin**, right so this money that came in, Mr. Evans says that just because there was a change in the millage rate. Georgia Power for the year 2002, the millage rate was .02133 mills with an assessed value \$109,041,121, the assessed taxes was \$2,325,847. For the year 2003, the millage rate was increased .02165 you apply that to the same assessed value, and you get a payment of \$2,360,740, that increase in the millage rate for that year, if it was paid by Florida Power it would have raised their taxes \$34,893. What Florida Power paid in additional taxes for that year \$824,295.27, so even if it was just about the millage rates it would have only been \$34,000, it wasn't just about the millage rate; their payment was for \$824,000 in additional taxes. **Commissioner Evans**, you negotiated a settlement with them? **Mr. Wangerin**, I did negotiate an agreement with them. **Commissioner Evans**, where is the settlement agreement? **Mr. Wangerin**, the settlement agreement was that they were to pay us the check for \$2,855,972.51, and I believe that check was cashed by the county. **Commissioner Evans**, it was, but what I'm saying is, if their value went up and you negotiated there should have been a written settlement agreement. **Mr. Wangerin**, there is a correspondence back between me and Florida Power, they were provided to Mr. Bilderback back in December 2006 when they were requested, you requested them, and I made additional copies and in that it was agreed that they pay that money and you to receive the check. In addition, those correspondence shows that when Florida Power original agreed to pay the additional taxes what they said was if they won their law suit that we could not change the value, then all that money would be subject to refund from the county meaning the county would have to pay them 2.8 million dollars. There were additional negotiations to get them to agree that they would not seek a refund of that money. After Florida Power was agreed to and before any money was set; I came before this board in executive session and showed the board a spreadsheet that had all the values listed on it, what every utilities was going to pay and it had the conditions of the settlement that was discussed by the companies, June 2006. At that time, the county approved paying based on that spreadsheet

the attorney's fee showed there in and that was 1.5 million dollars. After that meeting an additional meeting was held in which that agreement was rescinded, and one of the bases it was rescinded; it was said one of the motions to pay the attorney's fees was not in writing. It needs to be explained why this is not just an increase in millage rate. Florida Power had filed separate appeals in Fulton County, Georgia, those appeals are public records. In those appeals, Florida Power alleges that their assessed value was 71 million dollars. They contended that the equalization ratio allegedly should have been set at 36.27%. Thus, they said they only owed 1.5 million instead of the 2.5 million in taxes. It remained pending at that time, the county said we are under revenue; we want to see if we can reach a settlement of that issue, so we can go ahead receive that money; that's what we negotiated. Had we have not negotiated that, that appeal in Fulton County would still be on going. It would be defended by the Dept of Revenue; if the Dept of Revenue determined they wanted to settle that amount for the assessment that Florida Power was contending; they could have done that and we would not have any control over that and Florida Power would not have owed Monroe County any additional taxes. Oglethorpe Power had also filed an appeal and in their settlement agreement; it references that this is a settlement of the 2003/2004/2005 appeals. This signed agreement was faxed the Monroe County November 29, 2006. **Chairman Carlisle**, Mr. Wangerin you were here in executive session and everyone knows we can not vote in executive session, but we often go in to executive session and by acclamation or consensus we agree, we are going to do something. It's really not important that we voted or not voted. Say we didn't vote when we came out, everybody that was in this room that was in that executive session understood that we were going to sign that contract in faith, am I right. **Mr. Wangerin**, I believe so yeah. **Commissioner Evans**, no sir you are absolutely wrong, I have never seen that contract before that next morning. **Mr. Wangerin**, I don't believe it's a contract, it was, we had a fee dispute because you originally agreed to pay the terms as set for, then that was changed we came back a second time and it was agreed to pay our fees. And then I believe August was actually the third time that we came back asking those fees be paid. Well, we came back in August; we agreed to waive all attorneys' fees on the issue of Gulf Power which was \$50,762; we agreed to waive all attorneys' fees on Georgia Power which was \$154,000; we agreed to waive all attorneys' fees on JEA which was \$65,000 just to try and get this resolved. **Commissioner Evans**, here is the contract Mr. Carlisle was just talking about, the hand written contract, he signed it; it is nothing in the minutes where we voted on that and it says that you make an effort and to do something in 90 days. We never took a vote; this was put down in writing and as I said I came back checked with Ms. Baswell the following morning. The contract specifies that the way you drew it out,

(additional revenue this was an answer to Mr. Dillon's correspondence) where is says, 'Whereas the attorneys have reached a partial settlement of the case resulting in additional revenues;' (additional revenues) see this was a whole new contract. The original contract specifies that you are going to get paid on assessed values going up and this one says additional revenues. **Mr. Wangerin**, the original contract specified that we would be entitled to a percentage of any recovery. In paragraph one it says for an increased value over the 2002 assessment it's 40%. In the next paragraph 'In the event that an Owner's confirmed and established assessment varies from year to year, we get a contingency fee when that is calculated for each year'. 2003, 2004 & 2005 that the county agreed to do was to set Florida & Oglethorpe Power's assessment for those three years, so that Florida Power would not be entitled to a refund and the county could go ahead and get paid, because Florida Power continued they do not owe any additional taxes until the entire appeal procedure had been completed. **Commissioner Evans** you take the last year of confirmed value is that right. **Mr. Wangerin** if you look at the numbers the millage rate for 2003 would have generated an extra \$34,000, where did the remaining \$790,000 come from; that was not millage that is what we negotiated with them to settle the taxes for that year. The next year the millage rate for 2004 would have generated \$34,893. We negotiated with them and they paid the county \$962,449 in additional taxes 2004. At that time, Dept. of Revenue had shifted its position from being behind us on this issue to taking Georgia Power's position, so there was no guarantee in us getting any help from the Dept of Revenue. In 2005, the increase in millage rate would have generated about \$359,000; we obtained about \$1,069,235, so you tell me where that additional money came from. **Commissioner Evans** it didn't come from you negotiating that deal. If that is true, the last paragraph of your contract we owe you right now an additional \$407,273.13. Why don't we owe you that money? **Mr. Wangerin**, I am satisfied with what the county has paid. **Commissioner Evans** you don't want the other four hundred thousand, I'm demanding you take it if it's legal. **Mr. Wangerin**, our agreement was that I get paid on the money I collected. Florida & Georgia Power came to me, I turned all the money over to the county; I did not deduct any fees from checks I received for the power companies. After I turned all the money over to the county; I then requested payment of our fees. Subsection II & III in the contract does not provide for an additional year of fees (\$407,273.13). We reached a settlement presented it to the board along with our fees to be before we entered into the settle, after we entered into the settlement this board agreed after negotiating with us to pay the fees that were paid. **Commissioner Bilderback** the contract was for you to defend us having the ability to make a final assessment. We don't have that ability. We can't challenge that now, was that what we had intended to pursue when we started this, and we did not achieve

our objected. **Mr. Wangerin** we accepted the value on that part of the suit; if you have not entered into a settlement agreement with Florida Power you would be looking at paying them back \$2,855,972. **Commissioner Bilderback** is that because you got them to promise us that they wouldn't change their numbers. **Mr. Wangerin**, yeah, they changed their numbers; they increased their assessment on what the value of their plant was, because of Fulton County that appeal; they were contending that is was at the 190 million dollar levels and they increased it by 100 million dollars and agreed they would not come back and contest that if we didn't have the ability to change their value. **Commissioner Bilderback** so you are saying the individual utility on their return they filed to the state. Now you are saying that they changed their value and gave it to the state, explain that to me. **Mr. Wangerin** they agreed that in order for them to pay us in 2006, 2.8 million dollars; that if we were to accept that as final payment for the taxes for 2003, 2004 & 2005 and if the Supreme Court ruled that we did not the authority to change the value, then they would not come back and seek a reimbursement of the payment for those taxes. **Commissioner Bilderback** where does the Tax Commissioner get her numbers to send out a tax bill to the utilities for payment. **Mr. Wangerin** she normally gets those from the Tax Assessors office and they get their numbers from proposed assessment from the state for the years 2003, 2004 & 2005; the state develops their owe appraisal of the value of Plant Scherer and they use that appraisal to send that information to Ms. Miller. **Commissioner Bilderback** what did the utilities final pay on, was it our numbers or the Dept. of Revenue's numbers. **Mr. Wangerin** they paid on the numbers we negotiated with them in the settlement. **Commissioner Bilderback** who's numbers was it closest to theirs or ours. Was it the state's fair market value or the county's fair market value? I thought the Dept of Revenue set the value, so who is actually setting the value or do the utilities get to set the value they pay taxes on? Did you get the utilities to choose their numbers? **Mr. Wangerin** this whole process was we (county) was setting a value & ratio and the state was setting a value & ratio. Florida Power filed an appeal challenging both of those values; the company said we don't have to pay the state or county's values; we (company) are less than both those values. **Commissioner Evans** discussed pursuing this matter with the Bar Association; the Commission then stated that will be a board decision. At this time, Chairman Carlisle thanked Mr. Wangerin for coming to the meeting.

Affiliated Credit Services Claim # 7250042577 Medical Cost for Albert Evans \$185.75

Motion Vice Chairman Peters motioned to pay Affiliated Credit Services \$185.75.

Second Commissioner Ham, after no discussion.

Pass 4-0

Georgia Department of Corrections Request for 2.79 Acres

Motion Commissioner Bilderback motioned to send a letter to the Development Authority giving them the directive to gift the 2.79 acres to the Georgia Department of Corrections.

Second Commissioner Evans, after discussing; Commissioner Evans wishes to pass this so the Corrections can move on with its project. Commissioner Ham expressed his concerns with the money still owed for the land and possibly selling to a private company.

Pass **3-1-1**, Chairman Carlisle abstained and Commissioner Ham opposed.

Community Development Block Grants

Motion Commissioner Ham motioned to apply for a Community Development Block Grant application for the Garden Hills area.

Second Commissioner Bilderback, after no discussion.

Pass **4-0**

Motion Commissioner Bilderback motioned to have Chan Layson, Middle Georgia Regional Development Center fill out an application for a Community Development Block Grant for sewer to High Falls and any other viable areas.

Second Commissioner Evans, after no discussion.

Pass **4-0**

SPLOST Projects For Funding

Chairman Carlisle discussed the SPLOST funds concerning future stricter water regulations, we needing a water plan in operation. Also needing to come to decisions concerning the new administration building, water projects, state patrol building and hospital SPLOST projects. And having a called meeting to discuss/review/work on the projects. **Commissioner Bilderback** asked if anyone had a problem with having Kevin Brown working on the specifications and the underwriting for the bonds.

Motion Commissioner Bilderback motion to set a **called meeting** for January 22, at 4PM.

Second Vice Chairman Peters, after no discussion.

Pass **4-0**

Note to Commissioners: I reluctantly placed the following statements in the draft minutes, Cindy.

Vice Chairman Peters asked Commissioner Evans for clarification about a statement Mr. Peters heard he said to some citizens, at a football gathering, 'Those four white Commissioners are going to prison because of Mr. Wangerin's kick-backs'. Commissioner Evans responded, of course not, I

didn't say anything to anybody at a football gathering. He also stated he gets reports about their Klan meetings, and he has never said anything about that. Commissioner Ham asked what you were saying about the Klan, how does that fit into all this. Commissioner Evans stated I don't know you tell me about your gatherings.

ADJOURNED 11:20 PM

Motion Vice Chairman Peters motioned to adjourn at 11:20 PM.

Second Commissioner Evans, after no discussion.

Pass 4-0