

IN THE SUPERIOR COURT OF MUSCOGEE COUNTY
STATE OF GEORGIA

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JOHN T. DARR, in his official
capacity as Sheriff of Muscogee County,

Plaintiff,

v.

COLUMBUS, GEORGIA, a City, a public
corporation and a political subdivision of
the State of Georgia; TERESA P.
TOMLINSON, in her official capacity as
Mayor of Columbus, ISAIAH HUGLEY,
in his official capacity as the City Manager
of Columbus, PAM HODGE, in her
official capacity as Finance Director of
Columbus, JERRY "POPS" BARNES, in
his official capacity as District 1
Councilor, GLEN DAVIS, in his official
capacity as District 2 Councilor, BRUCE
HUFF, in his official capacity as District
3 Councilor, EVELYN TURNER PUGH,
in her official capacity as District 4
Councilor, MIKE BAKER, in his official
capacity as District 5 Councilor, GARY
ALLEN, in his official capacity as District
6 Councilor, EVELYN "MIMI"
WOODSON, in her official capacity as
District 7 Councilor, JUDY THOMAS,
in her official capacity as District 9 at
Large Councilor, and BERRY "SKIP"
HENDERSON, in his official capacity
as District 10 at Large Councilor,

Defendants.

H. LINDA PIERCE
MUSCOGEE COUNTY
SUPERIOR COURT

CIVIL ACTION
FILE NO. SU-14-CV-3437

**CONSOLIDATED ANSWER AND DEFENSES OF DEFENDANTS TO
AMENDED PETITION FOR MANDAMUS ABSOLUTE AND INJUNCTION AND
PETITION FOR APPOINTMENT OF COUNSEL AND
PAYMENT OF ATTORNEYS' FEES AND COSTS**

COME NOW, COLUMBUS, GEORGIA, a city, a public and body politic and a political subdivision of the State of Georgia, TERESA P. TOMLINSON, in her official capacity as Mayor of Columbus, ISAIAH HUGLEY, in his official capacity as the City Manager of Columbus, PAM HODGE, in her official capacity as Finance Director of Columbus, JERRY "POPS" BARNES, in his official capacity as District 1 Councilor, GLENN DAVIS, in his official capacity as District 2 Councilor, BRUCE HUFF, in his official capacity as District 3 Councilor, EVELYN TURNER PUGH, in her official capacity as District 4 Councilor, MIKE BAKER, in his official capacity as District 5 Councilor, GARY ALLEN, in his official capacity as District 6 Councilor, EVELYN "MIMI" WOODSON, in her official capacity as District 7 Councilor, JUDY THOMAS, in her official capacity as District 9 Councilor, and BERRY "SKIP" HENDERSON, in his official capacity as District 10 at Large Councilor, and file this their Consolidated Answer and Defenses to Plaintiff Sheriff John T. Darr's Petition for Mandamus Absolute and Injunction and Petition for Appointment of Counsel and Payment of Attorneys' Fees and Costs. Defendants note they will also be filing a Brief in Response to said Petition for Appointment of Counsel and Payment of Attorneys' Fees and Costs herewith, as well as a Motion Dismiss under Rule 12(b)(6). Defendants request Plaintiff's Petitions be dismissed and the entry of an Order by this Court granting dismissal with prejudice and awarding any available damages to the Defendants and taxpayers of Defendant CCG for the frivolous nature of the claims filed, showing this Court as follows:

GENERAL OBJECTIONS

1.

Defendants object to Plaintiff's claims to the extent that they seek relief outside the jurisdiction of this Court and/or which exceeds the scope of authority of Plaintiff's pleading.

2.

Defendants object to Sheriff's claims to the extent they seek to alter or revise the processes and procedures, as well as the authority provided for, in the Charter of the Columbus Consolidated Government.

3.

Defendants object to the incomplete citations to the Charter, the Ordinances, the law, and his own actions throughout Sheriff's Petition, particularly to the extent the Sheriff attempts to characterize the provisions of the CCG Charter, the CCG Ordinances and the duties of the CCG Defendants within those documents as anything other than what is provided in the law and the documents themselves.

4.

Defendants object to the attempt to characterize the Sheriff or the law as anything other than what the law provides, whether that be for his constitutional duties or the participation he is required to undertake in the CCG legislative budget process. Defendants note the law speaks for itself.

5.

Defendants object to the extent the Sheriff requests Defendants to interpret the law or to make legal arguments in his Petition, as the Defendants are responsible for answering the factual allegations of the Petition. Defendants also object to the extent the Sheriff has misstated the burdens of the CCG Charter, the CCG Ordinances or the law. Any request for legal interpretation would best be left for the Court.

FIRST DEFENSE

The Sheriff's Petition fails to state a claim upon which relief can be granted against some or all of these Defendants.

SECOND DEFENSE

The Sheriff's Petition is frivolous and without legal merit and has been filed for improper purposes with an objective to harass the Defendants at an unfortunate cost to the taxpayers.

THIRD DEFENSE

The Sheriff's Petition presents no case or controversy in that there is no injury in fact and asks the Court to render an advisory and/or legislative opinion on procedural issues, which are moot.

FOURTH DEFENSE

The Sheriff's Petition shows no damages have been incurred and no right to relief presently exists.

FIFTH DEFENSE

The Sheriff's Petition seeks injunctive and other equitable relief, which is inappropriate and unavailable insofar as "unknown" actions and speculative decisions.

SIXTH DEFENSE

The Sheriff has other legal rights available to him to prevent mandamus from being necessary, namely the legislative processes of the Columbus Council, as he has been repeatedly reminded. Sheriff's failure to exhaust his administrative remedies demonstrates no mandamus is necessary.

SEVENTH DEFENSE

The Sheriff incorrectly makes allegations against the Mayor and other City Officers who did not make the legislative budgetary decisions at issue in this case. These portions of the Sheriff's claims are not authorized by law or equity and may invoke the privileges of immunity.

EIGHTH DEFENSE

The Sheriff's Petition admits the City Council has acted in accordance with the City Charter in reviewing, deliberating and adopting a budget for Sheriff's Office which is sufficient for the carrying out of his constitutional duties, so that he should be estopped from further complaints on his FY2015 Budget. Further, Sheriff Darr has pled a request to have his FY2014 budget adopted as his budget for FY2015, yet his FY2015 budget is some \$400,000 more than his FY2014 budget.

NINTH DEFENSE

The Sheriff's claims may be barred, in whole or in part, by estoppel, the doctrines of laches, waiver, ratification, acquiescence, accord and satisfaction, settlement, consent, agreement, payment and release, unclean hands and the failure to appropriately mitigate damages.

TENTH DEFENSE

Plaintiffs' Complaint presents no case or controversy. Plaintiffs ask the Court to render an advisory and/or legislative opinion on procedural issues, which are moot and are well settled through the Columbus Charter, state and local legislation, and ordinances adopted by the Columbus Council. This Court lacks the subject matter jurisdiction to set aside a properly adopted budget of the Columbus Council or to order that funds be budgeted or distributed solely from a particular fund.

ELEVENTH DEFENSE

Mandamus is not a proper remedy to undo acts already done. In addition, requesting the specific performance of a discretionary function is outside the remedies available under a mandamus petition. The extraordinary relief requested is not available under the facts of the Sheriff's Petition.

TWELFTH DEFENSE

Sheriff Darr has unclean hands, which should preclude his entitlement to equitable relief. His failure to abide by the Charter and to submit budget requests sufficiently prior to the sixty (60) days before the beginning of the fiscal year 2015, which began on July 1, 2014, did not allow the Mayor an opportunity to incorporate any budgets requests in her recommended budget to be presented to Columbus Council. The Mayor's recommended budget was due to be presented to Columbus Council no later than May 1, 2014. Such failure of Sheriff Darr to present his budget requests is the failure of a legal obligation, and the failure of a condition precedent to the complaining of the acts of which the Petition complains. The Sheriff should be estopped from asserting his right to any mandamus or other equitable relief.

THIRTEENTH DEFENSE

Sheriff Darr fails in his Petition to show that he is entitled to the extraordinary relief of an injunction. He has not shown he is likely to prevail on the merits. Similarly, he has failed to demonstrate irreparable harm.

FOURTEENTH DEFENSE

Sheriff Darr also fails in his Petition to demonstrate that the injunction he seeks is in the public interest. His Petition demonstrates, instead, an economic harm upon the Defendant CCG, other Defendants and to the taxpayers, which far outweigh any harm to the Sheriff. Granting the

injunction the Sheriff seeks would undo the lawfully adopted FY2015 Budget of Defendant CCG which has been in place since July 1, 2014 and which has governed and directed some fifty (50) departments and numerous other offices and the decisions, purchases, expenditures associated therewith. Such relief would devastate the CCG operations and the taxpayers, and the initiatives, which the CCG has undertaken.

FIFTEENTH DEFENSE

Sheriff's claims for budgetary additions are outside the scope of the Court's jurisdiction and in direct contradiction to the "original and exclusive" jurisdiction of the City Council, which as broad discretion over the appropriation of its funds in its legislative functions. *See* O.C.G.A. §36-5-22.1.

SIXTEENTH DEFENSE

Sheriff has failed to show any facts alleged in his Petition to indicate a clear or manifest abuse of the broad discretion provided to the legislative authority of the Defendant CCG.

SEVENTEETH DEFENSE

The Sheriff has failed to state a claim within the subject matter jurisdiction of this Court.

EIGHTEENTH DEFENSE

Sheriff's claims are barred to the extent he has failed, in whole or in part, to fulfill all conditions precedent prior to bringing this action.

NINETEENTH DEFENSE

The Sheriff is not entitled to recover for claims under Georgia law in this action due to his failure to comply with the requirements of O.C.G.A. §36-11-1.

TWENTIETH DEFENSE

The Sheriff's Petition fails to state a claim, because the Defendants did not proximately cause the damage asserted.

TWENTY-FIRST DEFENSE

The Sheriff's Petition should be dismissed to the extent that it exceeds the protections of immunity for any of these governmental entities and officials named as Defendants.

TWENTY-SECOND DEFENSE

Defendants' actions were taken in good faith and in a fair and equitable manner so as to bar some or all of Sheriff's claims.

TWENTY-THIRD DEFENSE

The Sheriff's Petition fails to demonstrate any legal duty owed to the Sheriff by some or all of these Defendants.

TWENTY-FOURTH DEFENSE

Defendants hereby plead for each and every affirmative defense available under O.C.G.A. §9-11-8(c) and/or O.C.G.A. §9-11-12(b) to the extent that these defenses are applicable to this case.

TWENTY-FIFTH DEFENSE

Defendants object to the misnomers made throughout Sheriff's Petition. Defendants object to all references to "Defendant City" and to the description of Defendant Columbus, Georgia in the caption as stated. Said Defendant is legally named the Columbus, Georgia, Consolidated Government, (hereinafter "Defendant CCG").

Wherefore, Defendants request dismissal of Sheriff's Petition in the related filings tendered herewith, but file this Answer and Defenses to the specific allegations of Sheriff's Petition as follows:

PARTIES AND JURISDICTION

1.

Defendant Columbus, Georgia ("the City") is located in the Chattahoochee Judicial Circuit and is a body corporate and politic of the State of Georgia.

ANSWER: Defendants deny the Sheriff's misnomer of "Defendant City", as Columbus, Georgia and Muscogee County, Georgia were combined as the State's first consolidated government, officially known as the Columbus, Georgia or the Columbus, Georgia, Consolidated Government ("CCG"). Accordingly, said Defendant will be referred to herein as "Defendant CCG" and Sheriff's Petition should be amended to reflect the correct legal name. To the extent not expressly admitted, this paragraph is denied.

2.

The City is a consolidated government of the former City of Columbus, Georgia and Muscogee County, Georgia.

ANSWER: Defendants admit that the Defendant CCG is a consolidated government formed by consolidation of the City and the Muscogee County governmental bodies. To the extent not expressly admitted, this paragraph is denied.

3.

The City is subject to the jurisdiction and venue of this Court.

ANSWER: Defendants admit that the Defendant CCG is subject to the venue of this Court, but they deny the Court has the jurisdiction over many matters in the Petition.

Defendants deny any wrongdoing to implicate jurisdiction and venue as necessary. To the extent not expressly admitted, this paragraph is denied.

4.

The City has all the powers and duties previously vested in Muscogee County, Georgia and is the “county governing authority” of Muscogee County as term is defined under Georgia law. O.C.G.A. §1-3-3(7) and Columbus City Charter (“Charter”) § 2-100(1).

ANSWER: Defendants object to the extent these allegations seek legal interpretation or legal argument. Defendants refer Plaintiff to the Charter and Georgia law, which speak for themselves. To the extent not expressly admitted, this paragraph is denied.

5.

The consolidated government of Columbus is a mayor-council-city manager form of government. Charter, § 1-101.

ANSWER: Defendants object to the extent these allegations seek legal interpretation or legal argument. Defendants refer Plaintiff to the Charter and Georgia law, which speak for themselves. To the extent not expressly admitted, this paragraph is denied.

6.

Defendant Teresa P. Tomlinson (“the Mayor”) is the duly elected Mayor of the City.

ANSWER: Defendants admit that Defendant Teresa P. Tomlinson is the duly elected Mayor of Defendant CCG and is generally subject to the venue of this Court in her official capacity. In further response thereto, Defendants deny the jurisdiction of this Court is necessary. To the extent not expressly admitted, this paragraph is denied.

7.

The Mayor is the official spokesperson for the City and has the power and the duty to see that the City faithfully executes and enforces the laws of the State of Georgia, the Charter and the ordinances and regulations of the City.

ANSWER: Defendants admit that Mayor Tomlinson is the official spokesperson and chief advocate of policy, and charged with ensuring the ordinances, resolutions and regulations of Council, as well as the laws of this State, are faithfully executed and enforced under the language of several provisions of Defendant CCG's Charter. Further, Defendants note the Charter and the law speaks for itself and do not provide any legal interpretation or argument in this response. To the extent not expressly admitted, this paragraph is denied.

8.

The Mayor is to receive process on behalf of the City. Charter, § 4-201(6).

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Further, Defendants note that the Charter speaks for itself. To the extent not expressly admitted, this paragraph is denied.

9.

Defendant Tomlinson is a resident of Muscogee County, Georgia and she is subject to the jurisdiction and venue of this Court.

ANSWER: Defendants admit that Defendant Tomlinson is subject to the venue of this Court in her official capacity as Mayor, but they deny this Court has jurisdiction over her under the claims made in Plaintiff's Petition. To the extent not expressly admitted, this paragraph is denied.

10.

Defendant Isaiah Hugley (“the City Manager”) is a City Officer and serves as the City Manager.

ANSWER: Defendants admit that Defendant Isaiah Hugley is the City Manager and a City Officer under the CCG Charter. To the extent not expressly admitted, this paragraph is denied.

11.

Under the Charter, the City Manager is required to prepare and submit to the Mayor the annual operating and capital budget for the City.

ANSWER: Defendants admit that the Defendant Hugley has obligations regarding the budget process, which are fully outlined in the CCG Charter. Defendants object to the extent that the Charter or the law referenced is not fully cited herein and note the Charter speaks for itself. To the extent not expressly admitted, this paragraph is denied.

12.

Under the Charter, the City Manager is to confer with and advise all elected and appointed officials of the consolidated government who are not under the immediate control or jurisdiction of the Council but who receive financial support therefrom, such as sheriff, tax commissioner, clerk of courts, and probate judge. Charter, §4-307(10).

ANSWER: Defendants admit that the Defendant Hugley has obligations regarding the budget process, which are fully outlined in the CCG Charter. Defendants object to the extent that the Charter or the law referenced is not fully cited herein and note the Charter speaks for itself. To the extent not expressly admitted, this paragraph is denied.

13.

Defendant Hugley is a resident of Muscogee County, Georgia and he is subject to the jurisdiction and venue of this Court.

ANSWER: Defendants admit that the Defendant Hugley is subject to the venue of this Court in his official capacity as City Manager of Defendant CCG, but they deny he is subject to the jurisdiction of this Court under the allegations of Plaintiff's Petition. To the extent not expressly admitted, this paragraph is denied.

14.

Defendant Pam Hodge ("the Finance Director") is the Finance Director of the City.

ANSWER: Defendants admit that Pamela Hodge is the Finance Director of the Defendant CCG.

15.

The Finance Director supervises the financial planning division of the City's finance department.

ANSWER: Defendants admit that as the Director of the Finance Division for the Defendant CCG, Defendant Hodge supervises the financial planning division. To the extent not expressly admitted, this paragraph is denied.

16.

Among other duties, the City's financial planning division is responsible for the City's budget preparation and controls budget execution.

ANSWER: Defendants admit only that the Defendant CCG's financial planning division assists in budget requests and maintenance for the various departments of the CCG. To the extent not expressly admitted, this paragraph is denied.

17.

Defendant Hodge is a resident of Muscogee County, Georgia and she is subject to the jurisdiction and venue of this Court.

ANSWER: Defendants admit that the Defendant Hodge is generally subject to the venue of this Court in her official capacity, but they deny she is subject to the jurisdiction of this Court under the allegations of Plaintiff's Petition. To the extent not expressly admitted, this paragraph is denied.

18.

The individual Councilors comprising the City Council are Jerry "Pops" Barnes, Glenn Davis, Bruce Huff, Evelyn Turner Pugh, Mike Baker, Gary Allen, Evelyn "Mimi" Woodson, Judy Thomas, and Berry "Skip" Henderson (collectively "the Councilors" or "the Council").

ANSWER: Defendants admit that the individuals named constitute most of the representatives of the Columbus Council of Defendant CCG. To the extent not expressly admitted, this paragraph is denied.

19.

Each of the Councilors is a resident of Muscogee County, Georgia and each is subject to the jurisdiction and venue of this Court.

ANSWER: Defendants admit only that the Defendant Councilors, as named, are generally subject to the venue of this Court in their official capacities, but they deny this Court has jurisdiction over them with regards to many of the claims made in Plaintiff's Petition. To the extent not expressly admitted, this paragraph is denied.

20.

C.E. "Red" McDaniel was the duly elected, qualified and serving member of the Council representing District 8 until his death. At the time this action was filed, the District 8 Councilor position was vacant. C.E. "Red" McDaniel was not named as a party to this action.

ANSWER: Defendants admit that Councilor Red McDaniel recently passed away, and that he is not named as a party to this lawsuit. Defendants deny that his Councilor position is vacant.

21.

This cause of action is brought against the City and the Mayor, the City Manager, the Finance Director, and the Councilors, all in their official capacities. These defendants sometimes collectively are referred to herein as "the City" or "the Defendants."

ANSWER: Defendants object to the characterization of the Plaintiff as suggesting the City could also be construed or referred to incorrectly to include the Mayor, the City Manager, the Councilors, or the Finance Director, or vice-versa. For Plaintiffs to suggest otherwise would make this Answer impossible. The Defendants note the Petition speaks for itself. To the extent not expressly admitted, this paragraph is denied.

22.

Sheriff John T. Darr is the duly elected and acting Sheriff of Muscogee County, Georgia.

ANSWER: Defendants admit that John Darr has been elected and is acting as Sheriff of Muscogee County. To the extent not expressly admitted, this paragraph is denied.

23.

Sheriff Darr is a Constitutional Officer of Muscogee County, Georgia charged with certain statutory and constitutional duties under Georgia law.

ANSWER: Defendants admit that the Sheriff is a constitutional officer and elected official in Muscogee County. Defendants object to the extent these allegations seek legal interpretation or legal argument, and they note the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

24.

Sheriff Darr is a "county officer" as defined by O.C.G.A. § 45-9-21(e)(1).

ANSWER: Defendants object to any requests for legal interpretation. Further, the Defendants note the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

25.

Pursuant to Georgia law, Sheriff Darr is the chief law enforcement officer for Muscogee County, Georgia.

ANSWER: Denied.

26.

Sheriff Darr is an elected, constitutional officer. As such, he is subject to the charge of the General Assembly and he is independent of the City, the Mayor, the City Manager, the Council, and the Finance Director. He is not an employee of the City or any of these defendants.

ANSWER: Defendants admit that Sheriff Darr is an elected, constitutional officer who is not employed by the Defendant CCG or any other Defendant. Further, Defendants

note the law and Charter also contain duties of those involved, and they would speak for themselves. To the extent not expressly admitted, this paragraph is denied.

27.

The Courts of this State have long recognized the common-law duties, rights and powers of the Office of Sheriff. "The office of sheriff carries with it, in America, all of its common law duties and powers, except as modified by statute." Elder v. Camp, 193 Ga. 320, 322, 18 S.E.2d 622, 625 (1942).

ANSWER: Defendants object to this paragraph to the extent it calls for legal interpretation or legal argument. In further response thereto, Defendants note the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

28.

In his official capacity as Sheriff of Muscogee County, Sheriff Darr has certain constitutionally mandated duties which he is obligated to perform. His duties mandated by law include, but are not limited to, those duties set forth in O.C.G.A. Title 15, Chapter 16 and those duties that necessarily pertain to his office.

ANSWER: Defendants object to the allegations to the extent they seek legal interpretation or legal argument. Further, Defendants note that the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

29.

Sheriff Darr is the jailer of the county required by law to operate the county jail and to provide medical care, heat and blankets to the inmates.

ANSWER: Defendants object to the allegations to the extent they seek legal interpretation or legal argument. Further, Defendants note that the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

30.

Sheriff Darr is required by law to provide courthouse security and to develop and implement a comprehensive plan for the security of the county courthouse and any courthouse annex.

ANSWER: Defendants admit that the Sheriff has statutory duties which are, specifically, "to develop and implement a comprehensive plan for the security of the county courthouse and any courthouse annex." Defendants object to the allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

31.

Sheriff Darr is required by law to attend, by himself or his deputy, upon all sessions of the superior court of the county and also upon sessions of the probate court whenever required by the judge thereof and, while the courts are in session, never to leave same without the presence of himself or his deputy, or both, if required.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

32.

Sheriff Darr is responsible for the hiring and firing of all deputies, jailers and other staff of the Sheriffs Office and county jail.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

33.

Sheriff Darr is responsible for the purchase and upkeep of all patrol cars and other items required for his office.

ANSWER: Denied.

34.

Sheriff Darr is required to perform such other duties as are or may be imposed by law or which necessarily appertain to his office.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

35.

Sheriff Darr is responsible for enforcing the laws and preserving the peace of the City and Muscogee County, Georgia.

ANSWER: See Response to Paragraph 25, above. Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

36.

Sheriff Darr supervises and employs over 324 sworn officers and other employees in his office.

ANSWER: Defendants admit that the Sheriff supervises a number of employees.

To the extent not expressly admitted, this paragraph is denied.

POWERS AND DUTIES OF THE CITY

37.

The City was created in accordance with Georgia law and the City must comply with Georgia law.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

38.

The consolidated government of the City of Columbus, Georgia and Muscogee County became effective October 5, 1971.

ANSWER: Defendants admit that the consolidation of the City of Columbus and the Muscogee County, Georgia was made in accordance with an amendment ratified at the general election of November of 1968 and in accordance with an Act of the General Assembly approved on April 25, 1969 and other actions. Further, Defendants refer Sheriff to the law and the Charter of the Columbus, Georgia Consolidated Government, which speak for themselves. To the extent not expressly admitted, this paragraph is denied.

39.

The General Assembly passed the City's most recent Charter as Act Number 279 (H.B. 634). The Governor approved this Charter on April 5, 1993. There have been various amendments to the Charter since 1993.

ANSWER: See response to Paragraph 38, above. Defendants admit that the Charter was passed into law through action by the General Assembly of Georgia and the Governor of Georgia. Further, the Defendants note the law and legislative actions referenced herein speak for themselves. To the extent not expressly admitted, this paragraph is denied.

40.

The City exists only by virtue of Georgia law, and thus, is subject to the terms and conditions of Georgia law.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

41.

Georgia law provides: “The powers of county commissioners are strictly limited by law, and they can do nothing except under authority of law, and ... if there is reasonable doubt of the existence of a particular power, the doubt is to be resolved in the negative,” Boswell v. Bramlett, 274 Ga. 50, 52, 549 S.E.2d 100, 102 (2001).

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

42.

The powers of the City, as the county governing authority, “are strictly limited by law.”

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

43.

The City, as the county governing authority, “can do nothing, except under authority of law.”

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

44.

If there is reasonable doubt of the existence of a particular power as to the City, the “doubt is to be resolved in the negative.”

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

45.

The Charter acknowledges that despite the consolidation of the government, “[t]he sheriff shall perform the same duties and exercise the same powers as are conferred upon sheriffs generally by the Constitution and laws of Georgia.” Charter, § 8-100.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. Defendants also note the Charter speaks for itself. To the extent not expressly admitted, this paragraph is denied.

BUDGET PROCESS AND DUTIES REQUIRED OF DEFENDANTS AS TO THE CONSOLIDATED GOVERNMENT'S BUDGET AND THE SHERIFF'S BUDGET

Defendants object to this characterization of the Sheriff as having a separately viable "Budget", as he is authorized to submit requests for monies, which are incorporated by the Mayor into a Recommended Budget to submit to the Defendant Councilors for review, deliberation, approval and promulgation.

46.

Georgia law and the Charter govern the manner in which the City must prepare, present, and adopt an annual operating and capital budget.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

47.

The City Manager is to prepare and submit to the Mayor the annual operating budget and capital budget. Charter, §§ 4-307(3) and 7-401(2).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed. Further, Defendants note the law and Charter speaks for themselves. To the extent not expressly admitted, this Paragraph is denied.

48.

The Mayor is to submit to the Council the recommended annual operating and capital budget. Charter, §§ 4-201(10) and 7-401(2).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

49.

The fiscal year shall begin on the first day of July of each year and shall end on the thirtieth day of June the following year; said fiscal year shall constitute the budget year. Charter, § 7-400.

ANSWER: Defendants admit the fiscal year for the Annual Budget is within the timeframes stated. Defendants further admit the current budget, which Sheriff Darr has operated under since July 1, 2014, is the FY15 budget, made effective by Council on that same date. In further response thereto, Defendants refer Sheriff to the Charter, law and budgetary documents, which speak for themselves.

50.

At present time, the 2015 Fiscal Year ("FY2015") budget is the governing budget. Charter, § 7-400. A true and correct copy of City Ordinance No. 14-25 approving and adopting the Operating Budget for the Fiscal Year 2015 is attached hereto as Exhibit "A."

ANSWER: Defendants admit the FY15 has been in place since July 1, 2014. Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the documents and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

51.

The City must prepare and pass an annual fiscal year budget that provides for and covers all expenditures required by law for the ensuing fiscal year. Charter, §§ 7-401(2) and 7-402(2).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed. Further, Defendants note the documents and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

52.

It is illegal for the City to pass an annual budget that does not provide for all the expenditures anticipated for the ensuing fiscal year.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed. Further, Defendants note the documents and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

53.

For each department, fund, part, or unit of the City, the total proposed expenditures from any fund shall not exceed the total anticipated revenues plus the estimated unappropriated surplus of fund balance and applicable reserves and less any estimated deficit at the end of the current fiscal year. Charter, § 7-401(5).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget

process outlined in the Charter for Defendant CCG was followed. Further, Defendants note the documents and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

54.

The Sheriff is a “unit of local government” as defined in O.C.G.A. § 36-81-2(16).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

55.

The Sheriff is his own “budget officer” for his office and the funds appropriated to him for its operation as defined in O.C.G.A. § 36-81-2(2).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

56.

The Sheriff is the “legal level of control” for his office and the funds appropriated to him for its operation as defined in O.C.G.A. § 36-81-2(14). Georgia Constitution of 1983, Art. IX, § I, till; Art. IX, §11,11(c)(1).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the

Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

57.

Section 8-105 of the Charter provides in relevant part: “All elective officers such as the sheriff, . . . , which receive appropriations from the Council, shall prior to the commencement of each fiscal year prepare and submit to the City Manager annual operating and capital budget requests for the ensuing fiscal year. Such budget requests shall be incorporated into the overall consolidated government budget for submission by the Mayor to the Council. The Council shall grant a hearing to any such officer or agency on such proposed budgets.”

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

58.

Nothing in the Georgia Constitution, Georgia law, or the Charter authorizes the Mayor and the City Manager to submit to the Council their own proposed annual budget for the Sheriff. Instead, they are required by the Charter to incorporate the budget requests submitted to them by the Sheriff into the overall consolidated government budget submitted to the Council.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed by the Defendants. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

59.

The Defendants must comply with § 8-105 of the Charter.

ANSWER: Defendants object to the allegations contained in Paragraph 59 of the Sheriff's Petition to the extent they call for interpretation of the law or legal argument. Defendants admit that the deliberative budget process outlined in the Charter for Defendant CCG was followed by the Defendants. To the extent not expressly admitted, this Paragraph is denied.

60.

The City's annual budget must make appropriations for the City's entire fiscal year, which begins on July 1 of each year and ends on June 30 of each year. O.C.G.A. § 36-81-3; Charter, § 7-400.

ANSWER: Defendants object to the allegations contained in Paragraph 60 of the Sheriff's Petition to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

61.

On or before June 30 of each year the Council must adopt an annual budget for the City for the upcoming fiscal year.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

62.

The City's budget must be a "balanced budget." O.C.G.A. § 36-81-3; Charter, § 7-401(5).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

63.

In adopting the City's annual budget, it is the Council's duty to appropriate sufficient funds to make reasonable and adequate provision for the personnel, goods, services, and equipment necessary to enable the Sheriff to perform his duties for the entire fiscal year, and to levy tax adequate to fund that budget for the entire fiscal year. O.C.G.A. §§ 36-81-3; 48-5-220(5); Charter, § 7-403(1).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and the Charter speak for themselves. Defendants admit the Sheriff received reasonable and adequate funding. Further, Defendants note the Charter and the law speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

64.

The Council must adopt an annual fiscal year budget that appropriates sufficient funding to provide for and cover all expenditures required by law for the entire ensuing fiscal year. O.C.G.A. § 36-81-5; Charter, §§ 7-401(2) and 7-402(2).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

65.

It is illegal for the Council to adopt an annual budget that fails to provide for and cover all expenditures anticipated to be necessary for the Sheriff to perform his duties for each entire fiscal year.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

66.

Adopting an annual budget that fails to provide for and cover all expenditures anticipated to be necessary for the Sheriff to perform his duties for each entire fiscal year subjects the Defendants to mandamus as well as other legal and equitable remedies.

ANSWER: Denied. Defendants object to the extent the allegations seek legal interpretation or legal argument.

67.

Except in the case of a tie vote among Councilors on a budget ordinance or resolution where the Mayor is authorized to cast a tie-breaking vote, the Mayor, and those under her control, including the City Manager and the Finance Director, have no authority to do anything in an attempt to impose on or dictate an annual budget to the Sheriff.

ANSWER: Defendants admit that the Executive Branch of the Defendant CCG does not have legislative authority. Defendants object to the extent the allegations seek

legal interpretation or legal argument. To the extent not expressly admitted, this Paragraph is denied.

68.

The Mayor, and those under her control, including the City Manager and the Finance Director, have no authority to require the Sheriff to submit a budget request conforming to what they propose or dictate for his office.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

69.

The Council must consider the budget requests submitted by the Sheriff, and either approve them, or modify them in the exercise of reasonable discretion.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

70.

The amount appropriated by the Council for the Sheriffs Office must be reasonably adequate for the Sheriff to perform his official duties required by law for the entire year.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

71.

The Council may not abuse its discretion, fail to use its discretion, or act arbitrarily, in adopting an annual budget appropriation for the Sheriffs Office.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

72.

The Council must gather and evaluate sufficient facts to exercise reasonable, educated, and informed discretion and the Council must be able to provide a reasonable explanation for the budget adopted.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

73.

The Council may not refuse the budget requests of the Sheriff without giving due consideration to the effect of such refusal and whether the amount approved will permit the Sheriff to carry out his duties imposed by law.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

74.

Once the Council adopts a budget for an elected constitutional county officer, such as the Sheriff, the decision how to spend the funds allocated to that office falls solely to the constitutional officer in the exercise of his duties, and the Defendants have no power or authority to dictate to the constitutional officer how the budget will be spent.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

75.

The amount approved by the Council in the operating budget adopted for the Sheriff shall constitute the annual appropriation for the Office of Sheriff. The Sheriff may not make expenditures or encumbrances in excess of the otherwise unencumbered balance of the appropriated operating budget for his office. Charter, § 7-402(4).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

76.

The City has the duty to provide the funds necessary for Sheriff Darr to perform the duties and obligations required of him as the Sheriff of Muscogee County, Georgia and to adopt a budget that “reasonably and adequately provide[s] for the personnel and equipment necessary

to enable the Sheriff to perform his duties of enforcing the law and preserving the peace.” Bd. of Comm'rs of Dougherty Cnty. v. Saba, 278 Ga. 176, 178, 598 S.E.2d 437, 440 (2004).

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

77.

The Sheriff is specifically exempt from “Home Rule” by the City under Georgia Constitution Art. IX, § II, 11(c)(1), and the City has no jurisdiction to take actions affecting him, his office, his employees and their salaries.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. To the extent not expressly admitted, this Paragraph is denied.

ILLEGAL BUDGET PROCESS

Defendants object to the inflammatory mischaracterizations by Plaintiff and note there is no proof of any such "illegal" action undertaken in the FY15 Budget Process.

78.

In 2013, the Defendants adopted Ordinance No. 13-39. A true and correct copy of Ordinance No. 13-39 is attached as Exhibit “B.”

ANSWER: Defendants deny that they all enacted ordinance, as only Defendant Councilors may vote to enact said legislation. Defendants note exhibit speaks for itself.

79.

Section 1 of Ordinance No. 13-39 provides: "All elected officials and departments of the consolidated government must receive Council approval before expenditures are incurred exceeding budgeted appropriations for any fiscal year. Such requests for approval must be scheduled before Council by the Finance Director."

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

80.

Ordinance No. 13-39 is unnecessary because expenditures exceeding budgeted appropriations already are forbidden without a budget amendment by O.C.G.A. § 36-8 1-3(b) and (d) and the Charter, § 7-402(4).

ANSWER: Denied.

81.

The Defendants are using Ordinance No. 13-39 to create an allowance system to micro manage and control the Sheriff and other elected officials.

ANSWER: Denied.

82.

Every time the Sheriff needs more money because his original budget is inadequate to begin with, he must appear personally before the Defendants to justify the need for more funds as a condition of having a supplemental budget request considered.

ANSWER: Denied.

83.

Since the adoption of Ordinance No. 13-39, the Sheriff has been required to appear before the Defendants to explain, request and justify additional funds to pay for the expenses of his office necessary to enable him to perform his constitutionally mandated duties.

ANSWER: Denied.

84.

Ordinance No. 13-39 is being used to subject the Sheriff to public criticism by the Mayor for alleged mismanagement of his office when, in fact, the Sheriffs budget did not reasonably and adequately provide for the personnel and equipment necessary to enable the Sheriff to perform his duties to begin with.

ANSWER: Denied.

85.

Ordinance No. 13-39 is being used by the Defendants to control the performance of the official duties of the Sheriff through control of his budget, which is clearly prohibited by law.

ANSWER: Denied.

86.

The Defendants cannot do indirectly, by the exercise of their fiscal authority and their control of the county property, that which they could not do directly. Wolfe v. Huff, 233 Ga. 162, 163, 210 S.E.2d 699, 701 (1974).

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. To the extent not expressly admitted, this Paragraph is denied.

87.

The Defendants are failing to legally participate in the annual budget process required by Georgia law and the Charter.

ANSWER: Denied.

88.

Instead, when the Annual Budget is enacted in any fiscal year, arbitrary figures are appropriated for the Sheriffs Office, with no regard whatever to what the actual necessary expenditures for the fiscal year are going to be.

ANSWER: Denied.

89.

The Defendants know the funds appropriated are inadequate and are going to run out before the fiscal year is over.

ANSWER: Denied.

90.

The Defendants know it is going to be necessary to pass a budget amendment when the Annual Budget is adopted.

ANSWER: Denied.

91.

This illegal budget activity is further evidenced by the FY2015 budget, Ordinance No. 14-25, § 2, which provides: "At mid-year 2015, the Columbus Council may review the Muscogee County Sheriffs Operating Budget or such other operating budget as deemed appropriate."

ANSWER: Denied.

92.

This language was added to the FY2015 budget Ordinance No. 14-25 at the suggestion of the Mayor in an effort to sell the Council on her recommended budget for the Sheriff.

ANSWER: Denied.

93.

The Mayor and the Finance Director represented to the Council at the FY2015 budget meetings that the Finance Director would look for additional cuts to the Sheriffs budget and, if the Finance Director could not find additional cuts, the Council could reconsider the Sheriffs FY2015 budget at mid-year and amend it.

ANSWER: Defendants admit there were errors in the budget figures presented by Sheriff Darr, and Defendant Hodge offered to clarify and assist the Sheriff with his requests he had belatedly submitted to Defendant Councilors instead of to the Executive Branch as required in the Charter. Defendants deny all remaining allegations.

94.

The Defendants are required by law to appropriate a sum reasonably necessary to operate the Sheriffs Office for the entire fiscal year.

ANSWER: Denied. Defendants object to the extent this allegation seeks either legal interpretation or legal argument.

95.

The law does not contemplate that budget amendments will be used for routine appropriation purposes because a budget appropriation was adopted knowing it was inadequate for the entire fiscal year.

ANSWER: Denied. Defendants object to the extent this allegation seeks either legal interpretation or legal argument.

96.

Budget amendments are to be used when circumstances occur that cause changing governmental needs or necessitate extraordinary expenditures. O.C.G.A. § 36-81-3(d).

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. To the extent not expressly admitted, this Paragraph is denied.

97.

A budget amendment is appropriate only to cover expenditures that were not contemplated by and anticipated for the routine operations or performance of an office, department, or agency, but were made necessary during the budget period because some unexpected change in governmental needs or extraordinary circumstance occurred necessitating the change.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. To the extent not expressly admitted, this Paragraph is denied.

98.

Georgia Constitution Art. IX, § II, 1(c)(1) prohibits the Defendants from taking any actions affecting the Sheriff, his office, his employees, and their salaries. Therefore, Ordinance No. 13-39 § 1 is unconstitutional and void as applied to the Sheriff, his office, his employees, and their salaries.

ANSWER: Denied. Defendants object to the extent this allegation seeks either legal interpretation or legal argument.

99.

Georgia Constitution Art. IX, § II, Para. 1(c)(1) prohibits the City from taking any actions affecting the Sheriff, his office, his employees, and their salaries. Therefore, Ordinance No. 14-25, § 2 is unconstitutional and void as applied to the Sheriff, his office, his employees, and their salaries.

ANSWER: Denied. Defendants object to the extent this allegation seeks either legal interpretation or legal argument.

FISCAL YEAR 2015 BUDGET

100.

The FY2015 budget for the Sheriff is funded by the General Fund and the other Local Option Sales Tax Fund ("LOST Fund").

ANSWER: Defendants admit the Sheriff receives appropriations from the General Fund and the LOST Fund. To the extent not expressly admitted, this Paragraph is denied.

101.

The General Fund is the principal operating fund for the City and accounts for all financial resources and expenditures that are not accounted for in specific purpose funds. The expenditures incurred are for current day-to-day expenses, operating equipment and special appropriations.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter

and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

102.

The majority of the budget for the Sheriff falls under the General Fund.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

103.

The LOST Fund is a special purpose fund that accounts for all financial resources related to the Other Local Option Sales Tax implemented in 2009.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

104.

In July of 2008, the citizens of Columbus voted to approve a new Local Option Sales Tax (referred to as the "Other LOST") that would allocate a one-cent sales tax to help raise funding for the City. Seventy percent of the tax revenue is devoted to Public Safety. Public safety expenditures have included the addition of 100 police officers, adding new patrol zones, building police precincts, replacing fire stations, building a jail addition, hiring Sheriff personnel, and annually paying every city law enforcement officer a supplement. The remaining thirty percent

has been dedicated toward roads, bridges and other infrastructure projects. The tax went into effect on January 1, 2009.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

105.

Prior to FY2010, the budget for the Sheriff was funded solely by the General Fund.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

106.

The law enforcement officer supplement funded by the other LOST went into effect for FY2010 as budgeted on July 1, 2009. Resolution No. 323-08.

ANSWER: Defendants object to the misnomer of “LOST” as the penny sales tax to which plaintiffs purportedly refer is the Other Local Option Sales Tax or “OLOST”. Defendant CCG also has a separate LOST penny sales tax and the two are distinguished, but each makes up General Fund Revenue of CCG. Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

107.

In FY2010, the Sheriff was budgeted his first LOST Funds to pay for the law enforcement officer supplement for the Sheriffs sworn officers.

ANSWER: Defendants admit that OLOST funds were first appropriated in FY2010. Defendants object to the allegations to the extent they call for interpretation of the law or legal argument or budget documents involved. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

108.

In FY2011, FY2012, FY2013, and FY2014, in addition to the law enforcement supplement for the Sheriffs sworn officers, additional personnel were hired as Authorized Positions added to the Sheriffs Office and budgeted with LOST Funds.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument or budget documents involved. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

109.

By FY2014, the Sheriff had 26 additional law enforcement Authorized Positions funded by LOST Funds.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument or budget documents involved. Further, Defendants note the law, the Charter and the budget documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

110.

In FY2015, the Mayor, or someone acting on her behalf, presented the Sheriff with a proposed line item budget for his office. A true and correct copy of the FY2015 Mayor's recommended line item budget for the Sheriffs Office is attached here to as Exhibit "C."

ANSWER: Denied. Further, Defendants note the documents referenced speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

111.

The FY2015 Mayor's Recommended Budget showed no change from FY2014 in the number of Authorized Positions funded by LOST Funds for the Sheriffs Office; the number remained at 26. A true and correct copy of the Personnel Summary from the FY2015 Mayor's Recommended Budget is attached hereto as Exhibit "D."

ANSWER: Defendants object to the misnomer of "LOST". Defendants note the documents referenced speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

112.

The FY2015 Mayor's Recommended LOST Fund Budget for the Sheriff was \$2,826,613 and included 26 Authorized Positions.

ANSWER: Defendants object to the misnomer "LOST". Defendants note the documents referenced speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

113.

The FY2015 Mayor's Recommended General Fund Budget for the Office of Sheriff was \$24,827,343.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

114.

The FY2015 Sheriffs Proposed General Fund Budget was \$26,853,715. A true and correct copy of the Sheriffs Proposed line item General Fund Budget is attached hereto as Exhibit "E."

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

115.

The FY2015 Mayor's Recommended General Fund Budget for the Sheriff was \$2,026,372 less than the Sheriffs Proposed General Fund Budget.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

116.

The Sheriffs General Fund Budget is separate from the LOST Fund Budget allocated to his office.

ANSWER: Defendants object to the misnomer "LOST". Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

117.

The FY2015 LOST Fund Budget for the Sheriff's Office is \$2,826,613. In accordance with § 8-105 of the Charter and prior to June 30, 2014, Sheriff Darr presented to Defendants a line-by-line annual operating and capital General Fund Budget request for his office for FY2015.

ANSWER: Denied. Defendants object to the misnomer “LOST”. Defendants note the referenced documents speak for themselves.

119.

The FY2015 Mayor's Recommended budget presented to Sheriff is a line-by-line budget in which Mayor set out a specific amount for each line item of the Sheriffs budget.

ANSWER: Denied. Defendants note the referenced documents speak for themselves.

120.

The Charter does not authorize the Mayor to submit a proposed budget to the Sheriff.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the Charter speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

121.

There is no authority in Georgia law that authorizes the Mayor to submit a proposed budget for the Sheriffs Office.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the law speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

122.

Sheriff Darr is the budget officer for the Sheriffs Office.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the law speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

123.

The City Manager did not incorporate the Sheriffs FY2015 proposed budget into the overall consolidated government budget for submission by the Mayor to the Council.

ANSWER: Defendants admit that the Sheriff's FY15 budget requests were not incorporated into the Mayor's recommended budget, because Sheriff Darr failed to provide his proposed budget to the Executive Branch prior to the time required for the submission of the Mayor's budget items to the Columbus Council. To the extent not expressly admitted, this paragraph is denied.

124.

Instead, the City Manager incorporated the FY2015 Mayor's Recommended Budget for the Sheriff into the overall consolidated government budget for submission by the Mayor to the Council.

ANSWER: See response to Paragraph 123, above. To the extent not expressly admitted, this paragraph is denied.

125.

The Mayor submitted the Annual Budget to the Council and that budget incorporated the FY2015 Mayor's Recommended Budget for the Sheriffs Office.

ANSWER: Denied, as Plaintiff has mischaracterized these facts. See Response to Paragraph Number 123, above.

126.

The Annual Budget the Mayor submitted to the Council did not incorporate or include the Sheriffs FY2015 Proposed Budget for his Office.

ANSWER: See response to Paragraph 123, above. To the extent not expressly admitted, this paragraph is denied.

127.

Because the Sheriffs Proposed Budget was not included in the Annual Budget, Sheriff Darr submitted his proposed FY2015 budget to the Council outside of the consolidated budget.

ANSWER: Denied.

128.

The Mayor does not have the power to disregard the express terms and conditions of the Charter.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

129.

The City Manager does not have the power to disregard the express terms and conditions of the Charter.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

130.

The Council does not have the power to disregard the express terms and conditions of the Charter.

ANSWER: Defendants object to the extent this allegation seeks either legal interpretation or legal argument. Further, Defendants note the law and the Charter speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

131.

The City Manager violated § 8-105 of the Charter when he incorporated the FY2015 Mayor's Recommended Budget for the Sheriffs Office into the Annual Budget for submission to the Council.

ANSWER: Denied.

132.

The City Manager should have incorporated the Sheriffs FY2015 Proposed Budget into the Annual Budget for submission to the Council.

ANSWER: Defendants admit that if the Sheriff had provided his budget requests for FY15 to the City Manager, those requests would've been incorporated into the Mayor's submission for Council. Regardless, the appropriations requested by the Sheriff were considered by Council and deliberated upon in full. To the extent not expressly admitted, this Paragraph is denied.

133.

The Mayor violated § 8-105 of the Charter when she submitted the Annual Budget to the Council because it incorporated her own FY2015 Mayor's Recommended Budget for the Sheriffs Office and not the Sheriffs Proposed Budget.

ANSWER: Denied.

134.

Sheriff Darr requested a budget hearing with the Council to discuss his proposed budget and to explain why the FY2015 Mayor's Recommended Budget for the Sheriffs Office failed to provide him with the monies required for him to discharge the duties of his office.

ANSWER: Defendants admit that Sheriff Darr requested and received a hearing with Columbus Council to discuss his proposed appropriations for FY15. Defendants deny all remaining allegations.

COUNCILORS ARBITRARILY REJECT THE SHERIFF'S PROPOSED BUDGET

Defendants object and deny these incorrect titles in Plaintiff's Petition.

135.

The Finance Director attended the Sheriffs Budget hearing and opposed Sheriff Darr in his efforts to have the Council approve his requested FY2015 General Fund Budget.

ANSWER: Denied.

136.

At the request and urging of the Mayor and the Finance Director, at the June 2014 budget meetings, the Council rejected the Sheriffs proposed budget and adopted the Mayor's Recommended Budget for the Sheriffs Office in 2015.

ANSWER: Denied.

137.

The Council approved the FY2015 Mayor's Recommended Budget as to each and every line item contained in the Mayor's Recommended Budget for the Sheriffs Office.

ANSWER: Denied.

138.

The Council did not explain why they elected to approve each and every line item of the FY2015 Mayor's Recommended Budget for the Sheriffs Office and reject the Sheriffs Proposed Budget.

ANSWER: Denied.

139.

The Council did not require the Mayor or the Finance Director to justify the proposed amounts for any of the line items contained in the FY2015 Mayor's Recommended Budget for the Sheriffs Office.

ANSWER: Denied.

THE FY2015 SHERIFF'S BUDGET IS INADEQUATE; THE CITY'S PLAN TO MAKE MORE BUDGET CUTS DURING THE FISCAL YEAR IS ILLEGAL; AND THE MAYOR'S PLANS TO PAY FOR THE SHERIFF'S 2015 EXPENSES BY BORROWING FROM THE SHERIFF'S FY2016 BUDGET IS ILLEGAL

Defendants continue to object to Plaintiff's inappropriate and incorrect characterizations of the facts of this Petition and note these Titles are denied.

140.

During the June 2014 Council budget meeting, and in an ongoing effort to convince the Council to approve the FY2015 Mayor's Recommended Budget for the Sheriff, the Finance Director represented to the Council that she would continue to review the Sheriffs 2015 budget to see where additional budget cuts could be made.

ANSWER: Denied.

141.

The Finance Director did not identify during the budget meeting where the additional budget cuts would be found and these budget cuts remain unknown.

ANSWER: Denied as written.

142.

The Council recognized at the budget meetings that additional budget cuts would have to be made in order for the Sheriff to operate his office for the entire FY2015 within the budget proposed by the Mayor.

ANSWER: Denied.

143.

The Mayor and the Finance Director represented to the Council at the budget meetings that if the Finance Director was unable to find sufficient cuts, the Council could reconsider the Sheriffs FY2015 budget at mid-year.

ANSWER: Denied.

144.

The Mayor told the Council that if additional monies were required for the Sheriffs FY2015 budget, and the monies were not available to the City at that time, that the additional money could be taken from the Sheriffs FY2016 budget.

ANSWER: Denied.

145.

The Council adopted the FY2015 Mayor's Recommended Budget for the Sheriffs Office and resolved: "At mid-year 2015, the Columbus Council may review the Muscogee County Sheriffs Operating Budget or such other operating budget as deemed appropriate." Ordinance No. 14-25, § 2.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. Further, Defendants note the documents referenced speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

146.

Defendants failed to follow the Charter as to the Sheriffs FY2015 Budget.

ANSWER: Denied.

47.

There is no legal authority under the Charter for the Mayor, the City Manager or the Finance Director to submit a proposed budget to the Sheriff.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speaks for themselves. To the extent not expressly admitted, this Paragraph is denied.

148.

The Charter requires that the Sheriff shall prior to the commencement of each fiscal year prepare and submit to the City Manager annual operating and capital budget requests for the ensuing fiscal year. Such budget requests shall be incorporated into the overall consolidated government budget for submission by the Mayor to the Council. The Council shall grant a hearing to any such officer or agency on such proposed budgets. Charter, § 8-105.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speaks for themselves. To the extent not expressly admitted, this Paragraph is denied.

149.

Georgia law requires that at the time the budget for the Sheriffs Office is passed, the amount appropriated be sufficient for the Sheriff to perform the duties and fulfill the requirements of his office for the entire upcoming fiscal year.

ANSWER: Defendants object to the allegations to the extent they call for interpretation of the law or legal argument. Further, Defendants note the law and Charter speaks for themselves. To the extent not expressly admitted, this Paragraph is denied.

150.

The Defendants violated Georgia law and the Charter by approving the FY2015 Budget for the Sheriffs Office based on the Finance Director's representations she would continue to look for additional places to cut the FY2015 Budget for the Sheriffs Office during the fiscal year.

ANSWER: Denied.

151.

The Defendants violated Georgia law and the Charter by approving a budget for the Sheriffs Office for FY2015 with the acknowledgment that if the Finance Director could not find the additional, but yet unknown, cuts to the Sheriffs Budget, a mid-year review would be required.

ANSWER: Denied.

152.

By virtue of passing the FY2015 Sheriffs Budget dependent on the Finance Director's ability to find additional yet unspecified budget cuts as the fiscal year progressed, the Defendants established a *de facto* process to control the day-to-day operations of the Sheriffs Office and the manner in which the Sheriff spends the monies appropriated to his office.

ANSWER: Denied.

153.

The Defendants violated Georgia law by anticipating that reasonable and necessary expenses of the Sheriffs Office for the FY2015 could be paid for by borrowing from the Sheriffs FY2016 Budget.

ANSWER: Denied.

154.

The Defendants disregarded the law in the manner and process in which they prepared and approved the Sheriffs FY2015 Budget.

ANSWER: Denied.

155.

The Defendants disregarded the law in the manner and process in which they appropriated money to the Sheriffs Office for the FY2015 Budget.

ANSWER: Denied.

156.

The Defendants disregarded the Charter in the manner and process in which they prepared and approved the Sheriffs FY2015 Budget.

ANSWER: Denied.

157.

The Defendants disregarded the Charter in the manner and process in which they appropriated money to the Sheriffs Office for the FY2015 Budget.

ANSWER: Denied.

158.

The Defendants abused their discretion in the preparation, submission and approval of the

Sheriff Office's FY2015 Budget.

ANSWER: Denied.

159.

In the FY2015 Sheriffs Budget, the Defendants failed to make reasonable and adequate budgetary provisions for the personnel and equipment required for Sheriff Darr to perform his duties of enforcing the law and preserving the peace for FY2015.

ANSWER: Denied.

160.

The Defendants abused their discretion in the amount they appropriated to the Sheriff Office's FY2015 budget, both in the total amount appropriated and in the amounts appropriated in certain critical line items in the budget.

ANSWER: Denied.

161.

By taking the actions described in paragraphs above, the Defendants abused their discretion, or in the alternative, failed to exercise their discretion entirely and properly and the Defendants have further failed to meet the legal standard.

ANSWER: Denied.

EXAMPLES OF INADEQUATE APPROPRIATIONS TO SHERIFF'S FY2015 BUDGET

Defendants note there are no specific examples of inadequate appropriations made, and there is no evidence that the appropriations made by Defendant CCG cannot fund Sheriff's duties, and again, deny these incorrect titles in Plaintiff's Petition.

162.

There are several particular instances in the approved Sheriffs FY2015 Budget where the Defendants failed to appropriate sufficient funding for Sheriff Darr to discharge his duties. The following are some, but not all, of the inadequacies in the Sheriff's budget for 2015.

ANSWER: Denied, although Defendants note there are no specific factual allegations warranting response in this Paragraph.

TRAINING

163.

The Defendants appropriated \$15,000 to the Sheriff for "education, training, travel and conferences," line items 6601 and 6641, for all of his employees for FY2015.

ANSWERS: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

164.

Prior to filling in the numbers for line items 6601 and 6641, the Defendants did not investigate whether the amount of \$15,000 was reasonable.

ANSWER: Denied.

165.

The appropriated \$15,000 for line items 6601 and 6641 represents a fraction of what it will cost to keep the Sheriffs Office employees properly trained and certified for FY2015.

ANSWER: Denied.

166.

The Sheriffs proposed line item 6601 requested \$15,000 and his proposed line item 6641 requested \$20,000 and this is the minimum amount that the Sheriffs needs to keep his employees adequately trained, educated and certified for FY2015.

ANSWER: Denied.

167.

The Defendants did not explain how the Sheriff could properly train, educate and certify his employees with a 66.67% cut made to his education and training budget for FY2015.

ANSWER: Denied.

BAILIFFS AND COURTHOUSE SECURITY

168.

The Defendants are required by law to make reasonable and adequate budgetary provisions for courthouse security in the annual budget approved for the Sheriffs Office. O.C.G.A. §36-81-11.

ANSWER: Defendants object to these allegations to the extent it seeks legal interpretation or legal argument. Further, Defendants note the law speaks for itself. To the extent not expressly admitted, this paragraph is denied.

169.

In the approved FY2015 Sheriffs Budget, the Defendants appropriated \$311,300 for Bailiffs and Courtroom Security in line item 6145.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

170.

\$311,300 is the exact amount proposed by the Mayor for line item 6145 in her FY2015 Mayor's Recommended Budget for the Sheriffs Office.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

171.

Based on historical numbers and his reasonable experienced projection for FY2015, the Sheriff requested \$681,000 for line item 6145 for his FY2015 budget.

ANSWER: Denied. Defendants note the referenced documents speak for themselves.

172.

\$681,000 is the actual amount it took to provide bailiffs and courtroom security for FY2013.

ANSWER: Defendants object in that budget documents speak for themselves . The "actual" amount it takes to provide any service is based on managerial assessment at the time of the expenditure. To the extent not expressly admitted, this Paragraph is denied.

173.

Sheriff Darr cannot provide adequate Bailiffs and Courtroom Security for less than the amount it takes.

ANSWER: Denied.

174.

In Ordinance No. 14-25, the Council voted to cut the level of funding for Bailiffs and Courtroom Security in FY2015 by more than 50% of the amount the Sheriff requested.

ANSWER: Denied. Defendants note the referenced documents speak for themselves.

175.

At the time the Councilors enacted the 50% cut in line item 6145 of the FY2015 budget as requested by the Mayor, they did not provide any explanation or justification of how Bailiffs and Courtroom Security could be provided for FY2015 for less than half of what the same services cost in FY2013.

ANSWER: Denied.

176.

When the Councilors enacted the 50% cut in the line item 6145, they did not require the Mayor or the Finance Director to explain how they concluded that the Sheriff could provide courtroom security and bailiffs throughout the various courts of Muscogee County for less than half of what it cost in FY2013.

ANSWER: Denied.

177.

When the Councilors cut line item 6145, they knew they had recently added another security checkpoint that the Sheriff must staff during FY2015 that was not required in FY2013.

ANSWER: Denied.

178.

When the Councilors cut line item 6145, they knew that there was an additional superior court judge recently appointed in the Chattahoochee Judicial Circuit that would require additional courtroom security and bailiff obligations in FY2015 that was not required in FY2013.

ANSWER: Denied.

179.

The Councilors were not aware of any decrease in the duties and obligations placed on the Sheriff for Bailiffs and Courtroom Security for FY2015 at the time they approved the Mayor's \$311,300 request for line item 6145.

ANSWER: Denied.

"SALARY SAVINGS" and UNFUNDED PERSONNEL

Defendants object to Plaintiffs' self-serving and inaccurate titles.

180.

The Defendants' approved budget for the Sheriffs Office imposes \$621,484 in "salary savings" on the Sheriffs Budget.

ANSWER: Denied.

181.

The \$621,484 in "salary savings" is comprised of \$265,251 in "salary savings" carried forward from prior' years vacant positions, plus an additional reduction of \$356,223 in the Personnel Appropriation for Sheriffs General Fund Budget.

ANSWER: Denied.

182.

The \$265,251 in "salary savings" carried forward from prior' years vacant positions has been set aside in a Public Safety Vacancy Reserve Fund created in FY2015.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

183.

As set forth in Section 28 of Ordinance No. 14-25, all positions vacant and included in the Public Safety Vacancy Reserve in the General Fund shall require Council approval for funding of those vacant positions.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

184.

For the Sheriff, seven (7) vacant positions are included in the Public Safety Vacancy Reserve and the maximum amount available to the Sheriff in the Public Safety Vacancy Reserve is budgeted at \$265,251 for FY2015.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

185.

While \$265,251 in "salary savings" for the seven (7) vacant positions has been "set aside" in the Public Safety Vacancy Reserve, the remainder of the \$621,484.00 in "salary savings" is comprised of an additional reduction of \$356,223 in the Personnel Appropriation for Sheriffs Office.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

186.

The \$356,233 reduction in the Personnel Appropriation for the Sheriffs Office has not been set aside in any Public Safety Vacancy Reserve; it simply has been eliminated arbitrarily from the Sheriffs Budget.

ANSWER: Denied. Defendants note the referenced documents speak for themselves.

187.

As noted in the FY2015 Mayor's Recommended General Fund Budget for the Sheriff, "the department will need to identify how this reduction will be accomplished." A true and correct copy of the FY2015 Mayor's Recommended Budget for the Sheriff Office is attached hereto as Exhibit "F."

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

188.

The Personnel Summary in the FY2015 Approved Budget for the Sheriffs General Fund Budget notes the following personnel for the Sheriff Office have been "unfunded": In Administration - one Administrative Clerk I Position and One Deputy Sheriff Position were unfunded for FY15; In Operations - two (2) Deputy Sheriff and one (1) Deputy Sheriff Field Train Officer Positions were unfunded for FY15; In Detention - Four (4) Deputy Sheriff Positions were unfunded for FY15. A true and correct copy of the said Personnel Summary is attached hereto as Exhibit "G."

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

189.

The total number of personnel positions "unfunded" for the Sheriffs Office from the General Fund for FY2015 is nine (9) positions, including eight (8) Deputy Sheriffs.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

190.

Thus, while the Defendants purport to approve of these positions and do not eliminate these positions, the Defendants intentionally leave these positions unfunded so there is not enough money appropriated to the Sheriff to fill all of the positions necessary for him to provide for the orderly administration of his office.

ANSWER: Denied.

191.

The Councilors approved the Mayor's recommended \$621,484 in "salary savings" without the exercise of discretion as to whether the imposition of said arbitrary "salary savings" would afford a reasonable and adequate budget for the personnel required for the Sheriff to perform his duties of enforcing the law and preserving the peace for FY2015.

ANSWER: Denied.

192.

The Defendants' imposition of said arbitrary "salary savings" is equivalent to a refusal to provide funds to pay the salaries of these personnel and constitutes an arbitrary and capricious denial.

ANSWER: Denied.

193.

The Defendants' imposition of said arbitrary "salary savings" was an abuse of discretion or a failure to exercise discretion entirely.

ANSWER: Denied.

194.

By taking such action, the Defendants have impermissibly instructed the Sheriff as to what Deputy Sheriffs he may hire and fire in violation of O.C.G.A. § 15-16-23.

ANSWER: Denied.

195.

Under the terms of Section 28 of Ordinance No. 14-25, if the Sheriff does attempt to fill one of the seven (7) "unfunded" positions set aside in the Public Safety Vacancy Reserve, the Sheriff must request and receive the Council's approval for funding that position.

ANSWER: Denied.

196.

Georgia Constitution Art. IX, § II, f 1(c)(1) prohibits the Defendants from taking any actions affecting the Sheriff, his office, his employees, and their salaries. Therefore, Ordinance No. 14-25 § 28 is unconstitutional and void as applied to the Sheriff, his office, his employees, and their salaries.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

197.

Section 28 of Ordinance No. 14-25 violates Georgia law because it controls the manner in which the Sheriff spends the monies appropriated to him in the FY2015 Sheriffs budget and otherwise seeks to control how the Sheriff discharges the duties of his office.

ANSWER: Denied.

198.

In addition to the arbitrarily imposed \$621,484 in "salary savings" on the Sheriffs General Fund Budget resulting in the "unfunding" of nine (9) personnel positions, eight (8) of which are Deputy Sheriffs, an additional four (4) Deputy Sheriff positions were removed from the Authorized Positions funded under the Sheriffs LOST Fund Budget.

ANSWER: Defendants object to the misnomer "LOST". Denied.

199.

In FY2014, the Sheriff had twenty-six (26) Deputy Sheriffs in Authorized Positions funded under his LOST Fund Budget.

ANSWER: Defendants object to the misnomer "LOST". Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

200.

In the adopted and approved FY2015 LOST Fund Budget for the Sheriff, there are only twenty-two (22) Authorized Positions for Deputy Sheriffs. A true and correct copy of the Personnel Summary for the LOST Fund Budget is attached hereto as Exhibit "H."

ANSWER: Defendants object to the misnomer "LOST". Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

201.

No explanation is noted for the elimination of the four (4) Deputy Sheriff positions from the Sheriffs LOST Fund Budget.

ANSWER: Defendants object to the misnomer "LOST". Denied.

202.

The Defendants acted without the exercise of discretion as to whether the removal of these previously Approved Positions from the Sheriffs LOST Budget would afford a reasonable and adequate budget for the personnel required for Sheriff Darr to perform his duties of enforcing the law and preserving the peace for FY2015.

ANSWER: Defendants object to the misnomer "LOST". Denied.

203.

No other Public Safety Office with Authorized Positions funded under the LOST Fund had positions eliminated in FY2015.

ANSWER: Defendants object to the misnomer "LOST". Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

204.

In fact, since the inception of the LOST Fund, the total number of Authorized Positions funded by the LOST Fund has never been reduced for any Public Safety Office, until the Sheriffs reduction for FY2015.

ANSWER: Defendants object to the misnomer "LOST". Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

205.

The Defendants' approval of a FY2015 Sheriffs LOST Fund Budget reducing the number of Deputy Sheriffs as Authorized Positions from twenty-six (26) to twenty-two (22) is not only contrary to the spirit and purpose for which the taxpayers passed the Other LOST, which was to

create and fill additional law enforcement positions, but, the Defendants' actions are contrary to law.

ANSWER: Defendants object to the misnomer "LOST". Denied.

MOTOR VEHICLE FUEL COSTS

206.

The Defendants are required by law to furnish the Sheriff fuel at the City's expense.

O.C.G.A. § 36-9-7.

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. Defendants note the referenced documents and law speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

207.

The FY2015 Sheriffs Budget proposed by the Mayor and approved by the Councilors appropriated \$200,000 for line item 6746, motor vehicle fuel costs.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

208.

Sheriff Darr's FY2015 Proposed General Fund Budget, based on historical numbers and the current price of fuel, requested \$295,000 for line item 6746.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

209.

Sheriff Darr cannot perform the duties required of his office with the fuel budget cut by

33% from its historical and expected cost.

ANSWER: Denied.

210.

The Defendants did not justify the \$95,000 cut in the Sheriffs fuel budget for line item 6746 for FY2015 or explain how the Sheriff was to make do with two-thirds of the fuel it takes to operate his office.

ANSWER: Denied.

211.

The Defendants were not aware of any decrease in the duties and obligations placed on the Sheriff for FY2015 that would explain how a 33% reduction in line item 6746 could be achieved.

ANSWER: Denied.

MEDICAL CARE FOR JAIL INMATES

212.

Healthcare for the inmates at the Muscogee County jail is a large portion of the Sheriffs budget each year.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

213.

The Sheriff is charged with the duty to furnish persons confined in the jail with medical aid, heat, and blankets and to be reimbursed from the county treasury. O.C.G.A. § 42-4-4(a)(2).

ANSWER: Defendants object to these allegations to the extent they seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

214.

Sheriff Darr has no control over the health care requirements of the inmates in the Muscogee County Jail, but he must provide healthcare for the inmates as required by state and federal law.

ANSWER: Denied.

215.

The vast majority of the inmates of the Muscogee County Jail are incarcerated by law enforcement agencies other than the Sheriffs Office.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

216.

The Defendants know that the Sheriff has to provide for the reasonable and necessary healthcare of the inmates.

ANSWER: Defendants admit that the Sheriff is in charge of the general well-being of the inmates. Defendants object to the extent these allegations seek legal interpretation or legal argument. To the extent not expressly admitted, this paragraph is denied.

217.

The Defendants know the Sheriff has little control over these healthcare expenses.

ANSWER: Denied.

218.

For FY2015, the Sheriff requested a total of \$4,645,449 for healthcare, including pharmacy, medical supplies and mental healthcare for the inmates of the jail.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

219.

The Defendants only approved a total of \$4,156,569 for healthcare, including pharmacy, medical supplies and mental healthcare for the inmates of the jail.

ANSWER: Defendants note the referenced documents speak for themselves. To the extent not expressly admitted, this Paragraph is denied.

220.

There is a deficiency in the approved FY2015 Budget for the Sheriffs Office for healthcare of more than \$480,000.00.

ANSWER: Denied.

221.

The Sheriff cannot fulfill his legal duties to provide adequate and reasonable healthcare to the inmates of the jail for FY2015 with a budget cut of over \$480,000.00.

ANSWER: Denied.

222.

At the time they passed and approved the Sheriffs FY2015 Budget, the Defendants did not explain how Sheriff Darr could carry out the duties of his office with a fuel budget cut by nearly one-third, a training budget cut by two-thirds, "salary savings" of more than \$620,000, and inmate medical care budget cuts of over \$480,000.00.

ANSWER: Denied.

223.

The Defendants' position on these specific budget issues was that during the course of the fiscal year, the Finance Director would try and find ways to cut the Sheriffs budget and if she could not, the Defendants would re-visit the Sheriffs Budget at mid-year.

ANSWER: Denied.

224.

The Mayor represented to the Councilors that if the additional monies required to fund the Sheriffs Office for the entire FY2015 were not available when needed, they could just borrow the money from the Sheriffs FY2016 Budget.

ANSWER: Denied.

225.

The Defendants will not provide any additional funding to the Sheriffs Office now.

ANSWER: Denied.

226.

The Defendants have left Sheriff Darr with no alternative other than to seek a Mandamus Absolute and Temporary Restraining Order and Injunction.

ANSWER: Denied.

227.

All conditions precedent to the filing of this action and the Sheriffs right to the relief sought herein have occurred, have been performed, or have been excused.

ANSWER: Denied.

COUNT I

PETITION FOR WRIT OF MANDAMUS ABSOLUTE

228.

The foregoing paragraphs are incorporated by reference herein.

Defendants hereby incorporate their responses and objections to paragraphs 1 through 227 of Plaintiff's Petition, as if restated herein.

229.

Sheriff Darr is unable to provide the essential services his office is expected and required to provide to the citizens of Columbus, Georgia and Muscogee County.

ANSWER: Denied.

230.

Sheriff Darr is without an adequate remedy at law, and a Petition for Writ of Mandamus Absolute is the proper procedure to compel the Defendants to provide the necessary funds for the orderly administration of the Sheriffs Office and Jail for which the Sheriff is responsible.

ANSWER: Denied.

231.

Georgia law provides: "All official duties should be faithfully performed, and whenever, from any cause, a defect of legal justice would ensue from a failure to perform or from improper performance, the writ of mandamus may issue to compel a due performance if there is no other specific legal remedy for the legal rights;..." O.C.G.A. § 9-6-20.

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced law speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

By this Petition, Sheriff Darr seeks the following relief:

a. Judgment issuing a writ of mandamus absolute compelling the Defendants to follow the budgetary process required by Georgia Law and the Charter in setting the Sheriffs FY2015 Budget;

b. Judgment setting aside the FY2015 Approved Sheriffs Budget because the Defendants' failure to comply with the budgetary process required by Georgia Law and the Charter in setting the Sheriffs FY2015 budget renders it illegal and void ab initio;

c. Judgment issuing a writ of mandamus absolute compelling the Defendants to adopt a FY2015 budget for the Sheriff for the entire fiscal year, not one that is set in the hopes the Finance Director can find additional cuts as the fiscal year progresses;

d. Judgment issuing a writ of mandamus absolute compelling the Defendants to adopt a FY2015 budget for the Sheriff that will appropriate reasonably adequate and sufficient funds to provide the Sheriff with the personnel, equipment, and services he needs to perform his official duties for the entire fiscal year, not one that will have to be reconsidered at mid-year;

e. Judgment issuing a writ of mandamus absolute compelling the Defendants to adopt a FY2015 budget for the Sheriff that will appropriate reasonably adequate and sufficient funds to provide the Sheriff with the personnel, equipment, and services he needs to perform his official duties for the entire fiscal year, not one that will have to be reconsidered from time to time when he runs out of funds because inadequate funds were appropriated initially;

f. Judgment issuing a writ of mandamus absolute compelling the Defendants to adopt a FY2015 budget for the Sheriff that will appropriate reasonably adequate and sufficient

funds for the Sheriff to perform the duties and obligations of his office for fiscal year 2015 in the amount of \$26,853,715 as requested by the Sheriff in his FY2015 Proposed General Fund Budget plus the amount of \$2,826,613 funded by the LOST Fund for a total budget of \$29,680,328;

g. Judgment issuing a writ of mandamus absolute compelling the Defendants to recognize that Sheriff Darr is the budget officer for the Sheriffs Office, not the City Manager, the Finance Director or the Mayor;

h. Judgment issuing a writ of mandamus absolute compelling, ordering and prohibiting the Defendants from paying for the reasonable and necessary expenses of the Sheriffs Office incurred in FY2015 by borrowing or charging against the Sheriffs FY2016 budget;

i. Judgment prohibiting the Defendants from “unfunding” personnel in the Sheriffs budget and placing said funds in a Public Safety Vacancy Reserve requiring the Sheriff to seek Council approval to fund those positions;

j. Judgment issuing a writ of mandamus absolute compelling the reinstatement of the four (4) Authorized Positions in the Sheriffs LOST Fund Budget and compelling the Defendants to appropriate reasonably adequate and sufficient funds for those positions; and,

k. Judgment issuing a writ of mandamus absolute compelling the reinstatement of the nine (9) personnel “unfunded” in the Sheriffs General Fund Budget and compelling the Defendants to appropriate reasonably adequate and sufficient funds for those positions.

ANSWER: Defendants object to the misnomer “LOST”. Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note

the pleading speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

233.

Sheriff Darr has a well-defined clear legal right to each of the prayers for mandamus relief prayed for in the paragraph above.

ANSWER: Denied.

234.

The Defendants violated their legal duties by proposing, submitting and approving the Mayor's Recommended FY2015 Sheriffs Budget.

ANSWER: Denied.

235.

The Defendants violated their legal duties by appropriating monies to the Sheriffs Office for FY2015 in an amount that is less than they knew it would take to operate this office and discharge his duties as Sheriff.

ANSWER: Denied.

236.

The Defendants have established an unconstitutional and illegal *de facto* process to control the day-to-day operations of the Sheriff's Office and the manner in which the Sheriff spends funds appropriated to his budget.

ANSWER: Denied.

237.

The actions of the Defendants are illegal, *ultra vires*, and void.

ANSWER: Denied.

238.

The Sheriffs FY2015 Budget proposed by and adopted by the Defendants is illegal, *ultra vires*, and void.

ANSWER: Denied.

239.

The Defendants will not provide the Sheriff with any additional funding.

ANSWER: Denied.

240.

The Defendants have left Sheriff Darr with no alternative other than to seek a Mandamus Absolute.

ANSWER: Denied.

241.

Sheriff Darr is without an adequate remedy at law and a Petition for Writ of Mandamus Absolute is the proper procedure to compel the Defendants to provide the relief sought herein. Grimsley v. Twiggs Cnty., 249 Ga. 632, 632, 292 S.E.2d 675, 676 (1982) (Mandamus is the proper remedy to compel a public officer or a county board to perform a duty imposed by law); accord, Boswell v. Bramlett, 274 Ga. 50, 51, 549 S.E.2d 100, 101 (2001); Bd. of Comm'rs of Dougherty Cnty. v. Saba, 278 Ga. 176, 598 S.E.2d 437 (2004); Mobley v. Polk Cnty., 242 Ga. 798, 251 S.E.2d 538 (1979).

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced law speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

COUNT II

INJUNCTIVE RELIEF

242.

The foregoing paragraphs are incorporated by reference herein.

ANSWER: Defendants hereby incorporate and adopt, as if specifically restated herein, all answers, objections and responses made to Paragraphs 1 through 241, above.

243.

The Defendants failed to comply with Georgia law and § 8-105 of the Charter in the manner in which they submitted and approved the Sheriffs FY2015 Budget.

ANSWER: Denied.

244.

As a result, the Sheriffs FY2015 Budget proposed by and adopted by the Defendants is illegal, *ultra vires*, and void.

ANSWER: Denied.

245.

Sheriff Darr is entitled to an order declaring the FY2015 budget adopted pursuant to Ordinance No. 14-25 for the Sheriffs Office *ultra vires* and void *ad initio*.

ANSWER: Denied.

246.

The Charter provides: "In the event, the Council fail[s] to adopt the budget by [June 30], the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated

accordingly until such time as the Council shall adopt a budget for the ensuing fiscal year.”
Charter, § 7-402(3).

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced Charter speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

247.

Sheriff Darr seeks immediate temporary and permanent injunctive relief enjoining and restricting the Defendants from using the approved FY2015 Sheriffs Budget for the Sheriffs office.

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced pleading speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

248.

Under the Charter, in the event the Defendants fails to pass a legal budget by July 1 of each fiscal year, the prior year's budget is reinstated on a month-to-month basis until the Defendants can legally pass a budget for the Sheriffs office.

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced Charter speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

249.

Sheriff Darr is entitled to the reinstatement of his Actual Budget for FY2014 until such time as the Defendants approve and pass a legal budget for the Sheriffs Office for FY2015.

ANSWER: Denied.

250.

The Sheriffs Actual Budget for FY2014 (unaudited) was \$26,694,469 for the General Fund Budget and \$2,666,463 for the LOST Fund Budget for a total budget of \$29,360,932. This amount represents the actual expenditures approved by the Council as legal and necessary for the Sheriff to perform the duties and obligations of his office for fiscal year 2014.

ANSWER: Denied.

251.

Sheriff Darr seeks injunctive relief barring the Defendants from engaging in similar conduct as to future budgets and ordering the Defendants to include the Sheriffs proposed budget in the overall consolidated governmental budget submitted to the Council as required by the Charter, §§ 7-401(2) and 8-105.

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced pleading speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

252.

By this Petition, Sheriff Darr seeks the following temporary and permanent injunctive relief:

a. A temporary and permanent injunction prohibiting the Defendants from borrowing or charging against his future budgets for expenses incurred in a current fiscal year as the Mayor represented to the Councilors they could do;

b. A temporary and permanent injunction prohibiting the Defendants from failing to follow the budgetary process required by State Law and the Charter in setting the Sheriffs FY2015 budget and all future annual budgets;

c. A temporary and permanent injunction prohibiting the Defendants from submitting to the Council the Mayor's proposed budget for the Sheriff for FY2015 and subsequent fiscal years;

d. An order setting aside the FY2015 Sheriffs budget pursuant to Ordinance No. 14-25 because the Defendants failure to follow the budgetary process required by State Law and the Charter in setting the Sheriffs FY2015 budget makes that budget *ultra vires*, illegal and void *ab initio*;

e. A temporary and permanent injunction prohibiting the Defendants from executing and enforcing the FY2015 Sheriffs budget pursuant to Ordinance No. 14-25;

f. A temporary and permanent injunction prohibiting the Defendants from failing to adopt a FY2015 budget for the Sheriff that will appropriate reasonably adequate and sufficient funds to provide the Sheriff with the personnel, equipment, and services he needs to perform his official duties for an entire fiscal year, and not one that will have to be reconsidered at mid-year or from time to time when he runs out of funds because inadequate funds were appropriated initially;

g. A temporary and permanent injunction prohibiting the Defendants from failing to adopt a FY2015 budget for the Sheriff that will appropriate reasonably adequate and sufficient funds for the Sheriff to perform the duties and obligations of his office for fiscal year 2015 in the amount of \$26,853,715 as requested by the Sheriff in his FY2015 Proposed General Fund Budget plus the amount of \$2,826,613 funded by the LOST Fund for a total budget of \$29,680,3288;

h. A temporary and permanent injunction prohibiting the Defendants from failing to recognize the Sheriff as a "unit of local government," the "budget officer" for the Sheriffs office, and the "level of control" for his budget;

i. A decree declaring Ordinance No. 13-39 § 1 is unconstitutional and void as applied to the Sheriff because, under Georgia Constitution Art. IX, § II, ^ 1(c)(1), the Sheriff is specifically exempt from Home Rule by the City, and the City has no jurisdiction to take actions affecting him, his office, his employees, and their salaries; -

j. A temporary and permanent injunction prohibiting the Defendants from enforcing, or attempting to enforce, directly or indirectly, Ordinance No. 13-39 § 1 against the Sheriff, his office, his employees, and their salaries;

k. A decree declaring Ordinance No. 14-25 § 28 is unconstitutional and void as applied to the Sheriff because, under Georgia Constitution Art. IX, § II, 1(c)(1), the Sheriff is specifically exempt from Home Rule by the City, and the City has no jurisdiction to take actions affecting him, his office, his employees, and their salaries;

l. A temporary and permanent injunction prohibiting the Defendants from enforcing, or attempting to enforce, directly or indirectly, Ordinance No. 14-25 § 28 against the Sheriff, his office, his employees, and their salaries;

m. A temporary and permanent injunction prohibiting the Defendants from taking, or attempting to take, directly or indirectly, any action affecting the Sheriff, his office, his employees, and their salaries in violation of Georgia Constitution Art. IX, § II, 1f 1(c)(1);

n. A temporary and permanent injunction prohibiting the Defendants from "unfunding" personnel in the Sheriffs budget and placing said funds in a Public Safety Vacancy Reserve requiring the Sheriff to seek Council approval to fund those positions;

o. A temporary and permanent injunction prohibiting the Defendants from removing four (4) Authorized Positions in the Sheriffs LOST Fund Budget and an order compelling the Defendants to reinstate those positions and appropriate reasonably adequate and sufficient funds for those positions;

p. A temporary and permanent injunction prohibiting the Defendants from "unfunding" nine (9) personnel positions in the Sheriffs General Fund Budget and an order compelling the Defendants to appropriate reasonably adequate and sufficient funds for those positions;

q. A temporary and permanent injunction prohibiting the Defendants from charging to the Sheriffs budget any attorney's fees and litigation expenses paid pursuant to O.C.G.A. § 45-9-21 (e)(2); and,

r. Such other and further relief as equity and justice may require.

ANSWER: Defendants object to the misnomer "LOST". Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced pleading speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

COUNT III

PETITION FOR APPOINTMENT OF AN ATTORNEY AND PAYMENT OF ATTORNEY'S FEES AND COSTS

253.

The foregoing paragraphs are incorporated by reference herein.

ANSWER: Defendants hereby incorporate and adopt, as if specifically restated herein, all answers, objections and responses made to Paragraphs 1 through 252, above.

254.

The City Attorney cannot represent the Defendants as well as Sheriff Darr in this action due to a conflict of interest.

ANSWER: Defendants object to the extent that these allegations seek legal interpretation or legal argument. Defendants note the referenced law speaks for itself. To the extent not expressly admitted, this Paragraph is denied.

255.

Sheriff Darr is entitled to have other attorneys represent him and his office in this dispute.

ANSWER: Denied.

256.

Sheriff Darr is entitled to have his counsels' necessary and reasonable attorney's fees and expenses of litigation be paid from the City's operating funds, and not from the Sheriffs FY2015 Budget or any subsequent fiscal year's budget.

ANSWER: Denied.

257.

Sheriff Darr incorporates by reference herein his Petition for Appointment of Counsel and Payment of Attorney's Fees and Costs, including its exhibits, previously filed with the Court on November 10, 2014, with the exception that the caption of the same is amended to remove the

word “individually” following “Judy Thomas in her official capacity as District 9 at Large Councilor,” and to correct the misspelling of Hugley in the caption and petition.

ANSWER: Defendants hereby incorporate and adopt, as if restated herein, all answers, objections, and responses to the Petition for Appointment of Counsel and Payment of Attorneys' Fees and Costs, including its exhibits, which was filed on November 10, 2014 and will be responded to through additional legal arguments in the Defendants' Response to that pleading, filed herewith. To the extent that this renewed Petition for Appointment of Counsel and Payment of Attorneys' Fees and Costs attempts to adopt the factual allegations of this Plaintiff's Amended Petition for Mandamus Absolute, then each and every one of Defendants' answers, objections and responses made herein are adopted for Defendants' Response to said Petition for Appointment of Counsel and Payment of Attorneys' Fees and Costs.

258.

To the extent that any allegation remains unanswered from Plaintiffs' Amended Petition for Mandamus Absolute and Petition for Appointment of Counsel and Payment of Attorneys' Fees, Defendants hereby specifically deny each and every one of those allegations.

WHEREFORE, having answered all of the allegations contained in this Complaint, all of the Defendants pray for the following relief:

1. That an Order be entered dismissing the claims with prejudice against all Defendants as insufficient and without authority in law;

2. That an Order be entered granting judgment to Defendants on all of Plaintiffs' claims, which are insufficiently pled and do not demonstrate any entitlement to the relief requested;

3. That an Order be entered dismissing the Petition for Appointment of Counsel and Payment of Attorneys' Fees as insufficient in law and moot;

4. That an Order be entered, after a hearing is held, to award attorneys' fees and costs to Defendants against Plaintiffs and/or their counsel for the frivolous nature of the action sought in order to reinstate the trust of the public in the protection of its taxpayers' funds and in recognition of the unsupported claims which Plaintiffs have continued to perpetrate against these Defendants;

5. That an Order be entered estopping the Plaintiff from pursuing this action any further due to his own unclean hands;

6. That an Order be entered taxing all costs and expenses of this action against Plaintiff;

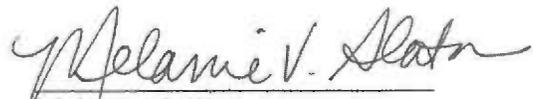
6. That Defendants be granted such other and further relief as may be necessary and appropriate under the circumstances.

Respectfully submitted this 10th day of December, 2014.

**HATCHER, STUBBS, LAND,
HOLLIS & ROTHSCHILD, LLP**

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By:

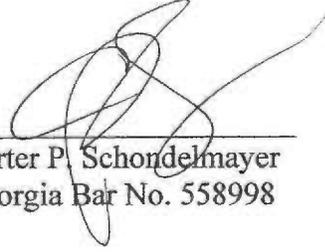

Melanie V. Slaton
Georgia Bar No. 539960

<signatures continued>

THE SCHONDELMAYER FIRM, L.L.C.

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By:



Carter P. Schondelmayer
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Attorneys for Defendants

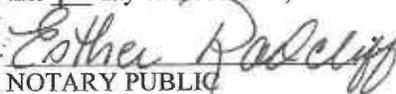
VERIFICATION OF BERRY "SKIP" HENDERSON

Before me, the undersigned officer authorized to administer oaths, appeared BERRY "SKIP" HENDERSON, a person known to me or proved to be the person upon the presentation of appropriate identification, who on oath deposes and testifies that the facts contained in the foregoing **DEFENDANTS' CONSOLIDATED ANSWER AND DEFENSES OF DEFENDANTS TO AMENDED PETITION FOR MANDAMUS ABSOLUTE AND INJUNCTION AND PETITION FOR APPOINTMENT OF COUNSEL AND PAYMENT OF ATTORNEYS' FEES AND COSTS** are true and correct to the best of his knowledge, understanding and belief.

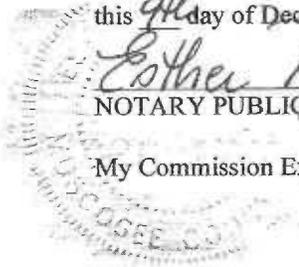
This 9th day of December, 2014.


BERRY "SKIP" HENDERSON

Subscribed and sworn before me
this 9th day of December, 2014.


NOTARY PUBLIC

My Commission Expires: Nov. 2, 2015.



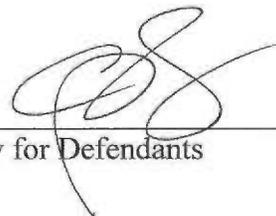
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing **DEFENDANTS' CONSOLIDATED ANSWER AND DEFENSES TO PLAINTIFF'S AMENDED PETITION FOR WRIT OF MANDAMUS ABSOLUTE AND INJUNCTION AND PETITION FOR APPOINTMENT OF COUNSEL AND PAYMENT OF ATTORNEY'S FEES AND COSTS** via electronic mail, per agreement of counsel, addressed as follows:

W. Kerry Howell
W. Kerry Howell, LLC
230 Second Street
Macon, GA 31201
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Perry, GA 31069
lwalker@whgmlaw.com
kmoore@whgmlaw.com

This 10th day of December, 2014.



Attorney for Defendants