

INTERVIEW OF LYLE SEIGLER

DATE: June 2, 2015

TIME: 1:40 p.m. - 3:05 p.m.

LOCATION: Office of the State Attorney
524 East Nelson Avenue, #A
DeFuniak Springs, Florida, 32433

PRESENT: Greg Anchors, Esquire
Chief Assistant State Attorney

Clifton Drake, Esquire
Assistant State Attorney

Investigator Chris Webster
Walton County Sheriff's Office

Investigator Candace Bearden
State Attorney's Office

Janice Cosson, State Attorney's Office

TRANSCRIBED BY:

NANCY L. BOYCE
BOYCE REPORTING SERVICE
Post Office Box 182
Shalimar, Florida 32579
Phone: (850) 651-3660
Cell: (850) 974-6940
e-mail: Boycereporting@aol.com

1 INV. ANCHORS: Okay. As I told you, Lyle,
2 before we get started, this is about the planning
3 department. And we had some questions we wanted
4 to go over with you back in the days even before
5 you got employed with the County and then
6 afterwards. And so at this time I'm going to put
7 you under oath, okay?

8 MR. SEIGLER: Yes.

9 MR. ANCHORS: And I want you to raise your
10 right hand. Do you solemnly swear that the
11 statement you're about to give will be the truth,
12 the whole truth, and nothing but the truth?

13 MR. SEIGLER: Yes, sir, I do.

14 MR. ANCHORS: And --

15 INV. WEBSTER: Time stamp.

16 MR. ANCHORS: Yeah, go ahead.

17 INV. WEBSTER: I'll just say it's about
18 approximately 1:40 on Tuesday. Today's date --

19 INV. BEARDEN: 2nd.

20 MS. COSSON: June 2nd.

21 INV. WEBSTER: -- the 2nd. Currently in the
22 room, Investigator Chris Webster, Walton County
23 Sheriff's Office.

24 MR. ANCHORS: Greg Anchors, State Attorney's
25 Office.

1 MR. DRAKE: Clifton Drake, with the State
2 Attorney's Office.

3 INV. BEARDEN: Candace Bearden, State
4 Attorney's Office.

5 MS. COSSON: Janice Cosson, State Attorney's
6 Office.

7 MR. ANCHORS: And we've got with us today Lyle
8 Seigler.

9 And, Lyle, as I told you earlier, the biggest
10 thing is to tell the truth, because, otherwise, it
11 could be a crime, in and of itself, to tell a
12 false statement under oath to us during this
13 investigation. Do you have any questions of me
14 before we get started?

15 MR. SEIGLER: No, sir.

16 MR. ANCHORS: And back before you started with
17 the County, you worked for the State?

18 MR. SEIGLER: Yes, sir. Worked for Florida
19 Department of Transportation.

20 MR. ANCHORS: And what years was that? What
21 was -- when did you start work, I guess, with the
22 County?

23 MR. SEIGLER: Started my tenure with the
24 County September 2006.

25 MR. ANCHORS: All right. Let me get some

1 basic things down before we get -- I'll come back
2 to that.

3 MR. SEIGLER: Okay.

4 MR. ANCHORS: September 6th of what year?

5 MR. SEIGLER: September of 2006 --

6 MR. ANCHORS: 2006, okay. (Unintelligible.)

7 MR. SEIGLER: '06, and I -- I believe that was
8 September 9th of 2006.

9 MR. ANCHORS: 2006 is good enough.

10 MR. SEIGLER: Came -- came -- came with the
11 public works department.

12 MR. ANCHORS: Okay. And that's where you
13 started work?

14 MR. SEIGLER: Yes, sir.

15 MR. ANCHORS: What's some phone numbers for
16 you today that we could reach you
17 (unintelligible).

18 MR. SEIGLER: Phone numbers for me today,
19 mobile number, 850-333-2117; home, 850-892-4781;
20 and work, 850-638-0250.

21 INV. WEBSTER: That's good.

22 MR. SEIGLER: You can reach me on one of
23 those.

24 MR. ANCHORS: Have you got an e-mail or fax
25 number or something, just in case we want to send

1 you something to look at?

2 MR. SEIGLER: Yes. And that home e-mail is
3 capital S, capital S, capital S -- SSS -- the
4 number 4, me@CenturyLink.net. Again,
5 SSS4me@CenturyLink.net.

6 MR. ANCHORS: All right. So back in September
7 2006 you started work with the County.

8 MR. SEIGLER: Yes, sir.

9 MR. ANCHORS: And at that time you said you
10 went to work with the road department.

11 MR. SEIGLER: Public works.

12 MR. ANCHORS: Public works.

13 MR. SEIGLER: Public works director, yes, sir.

14 MR. ANCHORS: Okay. And at some point you
15 became the county manager.

16 MR. SEIGLER: Yes, sir.

17 MR. ANCHORS: What date was that?

18 MR. SEIGLER: Came on an interim status upon
19 Ronnie Bell's retirement mid-year 2009.

20 MR. ANCHORS: All right.

21 MR. SEIGLER: And -- and then served in --
22 in -- as interim status for four or five months,
23 and then became permanent in that position.

24 MR. ANCHORS: And at some point you overlapped
25 with Ronnie, didn't you? You sort of learned the

1 ropes --

2 MR. SEIGLER: Yes, sir.

3 MR. ANCHORS: -- I think. I met with you --

4 MR. SEIGLER: Yes, sir.

5 MR. ANCHORS: -- during that period of time.

6 So how much of that time, prior to being interim
7 manager, did you spend with Ronnie Bell? Several
8 months, or couple of --

9 MR. SEIGLER: No, sir. No more than -- I
10 started to say 30 days, but with his time off,
11 best I can remember, three -- two -- two to three
12 weeks, accurate.

13 MR. ANCHORS: All right. And at that time
14 Shirl Williams was still working with the County?

15 MR. SEIGLER: Ms. Shirl was serving as
16 assistant county administrator; yes, sir.

17 MR. ANCHORS: And so when you became acting --
18 or interim manager, as well as manager of the
19 County, she worked -- still continued to work in
20 that capacity?

21 MR. SEIGLER: That's correct, sir.

22 MR. ANCHORS: And what --

23 MR. SEIGLER: Ms. Williams served --

24 MR. ANCHORS: -- what was her job?

25 MR. SEIGLER: She was interim county

1 administrator.

2 MR. ANCHORS: What would that entail?

3 MR. SEIGLER: The majority of Ms. Shirl's
4 responsibilities involved general administrative
5 duties, but primarily with the -- with personnel,
6 with the personnel department, as well as Shirl
7 had close involvement with the legal department.

8 So we did not have the departments divided up
9 in that the administrator was responsible for a
10 portion and the assistant administrator, but Shirl
11 frequently dealt with personnel items as well as
12 -- as with that -- that legal liaison, would be a
13 good way to put that.

14 MR. ANCHORS: So when you came onboard, do you
15 remember who was over planning at that time when
16 you came onboard?

17 MR. SEIGLER: I believe that would have been
18 Pat Blackshear during that time.

19 MR. ANCHORS: And so that would have been
20 roughly 2009, you think?

21 MR. SEIGLER: I believe so. We can -- we can
22 go back and verify Ronnie's retirement, Ronnie
23 Bell's retirement date, and -- and that would -- I
24 believe that was somewhere mid-2009, yes.

25 MR. ANCHORS: And so once he retired and you

1 came onboard, Patsy Blackshear was the planning
2 development director?

3 MR. SEIGLER: Planning -- planning and
4 development director, yes, sir, I believe that was
5 the -- that was the title.

6 MR. ANCHORS: Do you remember how long she
7 remained that?

8 MR. SEIGLER: No, sir, I do not. If -- best
9 estimation would be six to eight months, would be
10 my estimation after -- after I came into -- into
11 that position.

12 MR. ANCHORS: And who followed her in that
13 position?

14 MR. SEIGLER: I believe Gerry Demers served in
15 that role, but I am not -- I am not completely --
16 I'm not sure on that one.

17 MR. ANCHORS: Then -- and I think you're
18 accurate, I think Gary did, for a while, as
19 interim, maybe -- I don't know whether it was
20 interim or officially --

21 MR. SEIGLER: And then the young man that came
22 from Orange Beach that is currently in there -- I
23 can't remember how that transition took place, but
24 I believe Gary came in for a period of time.

25 MR. ANCHORS: And then sometime Wayne --

1 MR. SEIGLER: Wayne Dyess -- D -- Wayne --
2 Wayne --

3 MR. ANCHORS: You do the same as I do.

4 MR. SEIGLER: Wayne.

5 MR. ANCHORS: I always say it wrong.

6 MS. BEARDEN: Dyess.

7 MR. ANCHORS: Dyess.

8 MR. SEIGLER: Wayne Dyess. Wayne Dyess came
9 in.

10 MR. ANCHORS: All right. So there's nobody in
11 between there, between those two?

12 MR. SEIGLER: Not that I recall, no, sir.

13 MR. ANCHORS: Do you recall how the planning
14 department worked at the time you were there? All
15 right. Let's say that Patsy Blackshear was there,
16 or Gary, or Wayne, whoever. How did the rest of
17 the department play, do you know?

18 MR. SEIGLER: The different divisions within
19 planning, I do know that it was structured with --
20 with code enforcement being a division, with the
21 comprehensive planning serving as a division. I
22 do not recall the manager for those divisions.
23 And there may have even been further divisions
24 under -- under planning. But I do -- I do the
25 code enforcement and the comprehensive planning

1 aspect of it.

2 MR. ANCHORS: Can you recollect how the
3 department seemed to function when you were there?
4 On a day-to-day basis, did --

5 MR. SEIGLER: On a day-to-day basis, no, sir.
6 I did not spend enough time in planning,
7 physically, to understand the network of daily
8 operations.

9 I do know that Ms. Blackshear -- I would say
10 that the majority of issues that came forward out
11 of planning, she did require them to be run
12 through her -- through her office, and -- and she
13 was the final -- she was the final say on that.

14 I do -- I do know there was a -- a planning
15 board that -- that -- that served, as well, that
16 provided input and -- and was the -- was a step in
17 the process between the commissioners and the
18 planning director, Ms. Blackshear.

19 MR. ANCHORS: How long were you actually
20 county manager, both interim and full time, or no
21 longer interim?

22 MR. SEIGLER: Seemed like a lot longer than it
23 was. But it -- that's the reason I smile.
24 Probably -- probably two years.

25 MR. ANCHORS: (Unintelligible.)

1 MR. SEIGLER: Maybe -- maybe a little over --
2 maybe a little over, little under. But
3 somewhere -- somewhere -- it may have only been 18
4 months, but I -- but I believe it was -- it was
5 somewhere around two years.

6 MR. ANCHORS: And what caused you to leave?
7 Was it voluntary?

8 MR. SEIGLER: Yes.

9 MR. ANCHORS: Okay. And it was just --

10 MR. SEIGLER: It was voluntary, and it was the
11 daily pressure and strain of the politics, the
12 demands, the pressure.

13 MR. ANCHORS: And, I guess, what do you mean
14 by politics?

15 MR. SEIGLER: The pressures that came from the
16 commissioners, their individual priorities that
17 were sometimes different from what the Board
18 agreed on as an entity, as a body, and their
19 involvement in the day-to-day processes of what --
20 of -- of County operations.

21 MR. ANCHORS: So there was a lot of that --

22 MR. SEIGLER: Yes, sir.

23 MR. ANCHORS: -- from the various ones?

24 MR. SEIGLER: Yes, sir.

25 MR. ANCHORS: Was it by all of them --

1 MR. SEIGLER: No, sir.

2 MR. ANCHORS: -- pretty much, or just --

3 MR. SEIGLER: No, sir.

4 MR. ANCHORS: Which ones, primarily?

5 MR. SEIGLER: Primarily, Scott Brannon.

6 Others, to a lesser extent. Primarily --
7 primarily Scott.

8 MR. ANCHORS: And he -- his was in the
9 day-to-day management type things within the
10 County?

11 MR. SEIGLER: Yes, sir.

12 MR. ANCHORS: And part of that time he was
13 actually Chairman of the Board, wasn't he?

14 MR. SEIGLER: He was, sir.

15 MR. ANCHORS: And part of it he wouldn't have
16 been, though.

17 MR. SEIGLER: Yes, sir. Part of that time
18 would have been under -- under the direction of
19 Commissioner Pridgen.

20 MR. ANCHORS: Okay. We're going back then to
21 while you were there, let's say a project -- and I
22 know there's bound to be numerous projects that --
23 of development that would have been proceeded
24 through the development, and then, ultimately,
25 gone before the commissioners.

1 MR. SEIGLER: Yes, sir.

2 MR. ANCHORS: Because they have to finally
3 approve any developmental --

4 MR. SEIGLER: Developmental Order, yes, sir.

5 MR. ANCHORS: All right. And then they have
6 to approve the final plat --

7 MR. SEIGLER: Yes.

8 MR. ANCHORS: -- that you're going through.
9 As county manager, did you have any function or
10 role dealing with whether the -- anything going
11 before the commissioners on a project was
12 completed and corrected? In other words, what
13 review, if any, would you have done on a project
14 going before the commissioners.

15 MR. SEIGLER: The technical review, I -- I --
16 typically, I was not involved -- I can never
17 remember an instance where I was involved in
18 details of the technical aspects of a Development
19 Order.

20 That review would have come from the planning
21 staff, from -- (unintelligible) looked to the
22 planning director, Ms. Blackshear, whomever, and
23 -- and then assured that everything was in order,
24 because there was a process by which the paperwork
25 would have been routed through the legal

1 department to ensure of its completeness before it
2 was brought to the Board.

3 MR. ANCHORS: So it would always go to the
4 legal department before it went to the Board?

5 MR. SEIGLER: There was a -- yes, sir, that
6 was my understanding. There was a review process,
7 by which the legal department would review that
8 prior to it -- that was part of every agenda item,
9 of every agenda item before it was officially
10 placed on the agenda. There was a process,
11 internal process, by which each item was routed
12 through the legal department for their blessing or
13 -- or review prior to going before the Board.

14 MR. ANCHORS: All right. And when that
15 process would go through, then when it finally got
16 on the agenda or -- or went through, did you make
17 any independent reviews to determine the
18 correctness of the process that had gone through
19 planning and up to you?

20 MR. SEIGLER: No, sir, I did not.

21 MR. ANCHORS: So you didn't have any functions
22 to do with the project after it went through the
23 planning development process, planning director,
24 through legal, and then it was placed on the
25 agenda, but you had no responsibilities as far as

1 reviewing the fees of any type or --

2 MR. SEIGLER: No, sir.

3 MR. ANCHORS: -- any of that? What about
4 Shirl Williams, would she have ever reviewed them
5 for how much the fees would be or what had to be
6 done?

7 MR. SEIGLER: I do not know. Shirl was
8 involved more on a day-to-day -- on a day-to-day
9 basis with planning than I was. I'm sure she --
10 she may have received calls or she may have
11 received input on a project as it filtered through
12 to come before the Board. I do not know if she
13 was reviewing that for accuracy or consistency on
14 the fees. I -- I do not -- I don't know that.

15 MR. ANCHORS: All right. So while you were
16 there, did you ever get directly involved with a
17 project under the project -- planning development
18 director?

19 MR. SEIGLER: No, sir.

20 MR. ANCHORS: So you would have never called
21 on any specific project to a planner, or even to
22 Patsy Blackshear, or to Gerry Demers, for what
23 they're to do or not do?

24 MR. SEIGLER: I am certain that I received
25 inquiry about the status of where projects were,

1 at which time I would have gone -- and I can't
2 remember a specific incident, but where I would
3 have gone to Ms. Shirl -- Ms. Shirl Williams, or
4 directly to someone within the planning
5 department.

6 But as far as me having any involvement that
7 broke out of the -- the interworking of -- of how
8 they handle every project, as far as me requesting
9 any -- any alteration to that process, no, sir.

10 MR. ANCHORS: All right. When you say
11 "inquiry," who would that inquiry be from?

12 MR. SEIGLER: And, once again, I can't
13 remember a specific case, but --

14 MR. ANCHORS: Would it be --

15 MR. SEIGLER: -- citizen -- citizen --
16 citizens would -- would call and inquire, maybe
17 even -- maybe even a developer. But, whomever, if
18 they had some involvement with -- with a -- an
19 agenda item, or with an issue, or with a -- with a
20 project that was going through the process, would
21 call and inquire about the status of it: When is
22 this going before the Board? What is the status
23 of this? You know, is legal reviewing this?
24 Whatever the case may be.

25 MR. ANCHORS: But you would ask -- you would

1 do that to inquire to get a response for that
2 question, more than to give a directive of what
3 they're to do?

4 MR. SEIGLER: Yes, sir.

5 MR. ANCHORS: Is that what --

6 MR. SEIGLER: Yes, sir.

7 MR. ANCHORS: -- you're telling me?

8 MR. SEIGLER: Because my -- I did -- I did not
9 and do not know all of the technical aspects of
10 planning. And so that -- I didn't see that and
11 don't see that as the administrator's role. I
12 didn't see that as my role, to micromanage and
13 give direction from a technical standpoint.
14 That -- that is their -- that's their discipline
15 of expertise.

16 MR. ANCHORS: Now, on some of the stuff that
17 we've reviewed and -- and looked at, we've
18 examined some stuff where it would appear that
19 maybe Shirl Williams did some of that. Do you
20 know of her involvement in that?

21 MR. SEIGLER: I do not. And the reason that
22 Shirl was involved with that planning process, the
23 way I looked at it in my role, is that Shirl had a
24 long history with the County, she -- she had been
25 involved with the planning department since early

1 on, and she knew the working of how they operated.
2 And so that was my rationale, and that was -- that
3 was the way we structured it, in that Shirl
4 handled the planning operations.

5 She never briefed me, nor did we discuss her
6 involvement in any of the technical aspects of it.
7 I just knew that if a planning issue came up, if a
8 question came up, that would have been my go-to,
9 is -- is Shirl, because, in my mind, because of
10 her longevity and her in-depth knowledge of the
11 processes in planning. So I would go to Shirl,
12 and then -- and she could follow up with Pat
13 Blackshear or any -- any other staff member to get
14 an answer.

15 MR. ANCHORS: Do you know of any staff member
16 with the planning department and/or Shirl that
17 received any benefits or trips or any other thing
18 of value from a developer or an individual?

19 MR. SEIGLER: I do not, no, sir.

20 MR. ANCHORS: Have you ever heard of it?

21 MR. SEIGLER: No, sir.

22 MR. ANCHORS: Were you ever aware of any of
23 them in the department itself?

24 MR. SEIGLER: No, sir.

25 MR. ANCHORS: Never -- was never brought to

1 your attention?

2 MR. SEIGLER: Never brought to my attention.

3 MR. ANCHORS: Do you know Lloyd Blue?

4 MR. SEIGLER: I do, sir.

5 MR. ANCHORS: When did you first meet Blue?

6 MR. SEIGLER: Scott Brannon introduced me to
7 Lloyd Blue in --

8 MR. ANCHORS: Before you were county manager?

9 MR. SEIGLER: Yes, sir.

10 MR. ANCHORS: So was it before you ever
11 started to work for the County?

12 MR. SEIGLER: No, sir. It was after I --
13 after I'd started with the County. Sometime
14 between when I -- when I started in 2006, as
15 public works director, and when I became county
16 manager or county administrator.

17 MR. ANCHORS: And what kind of relationship
18 did you have with Lloyd after that? What did that
19 develop into?

20 MR. SEIGLER: Just a -- not -- no different
21 than -- than any other constituent. Seeing Lloyd
22 on occasion, and that would have been when I
23 was accompanied by one of the commissioners, if
24 they -- you know, if -- if Lloyd was present. But
25 just a casual acquaintance.

1 MR. ANCHORS: Did you ever know of his
2 involvement or -- directly or indirectly with the
3 planning department?

4 MR. SEIGLER: No, sir.

5 MR. ANCHORS: But going back to something very
6 specific for -- that we've been looking at in --
7 in great depth, and that was a contract that you
8 entered into with Jennifer Christensen. When was
9 the first time you met Jennifer?

10 MR. SEIGLER: I do not recall. I do recall
11 Jennifer, now that you brought -- brought her name
12 forward. I do recall Jennifer working for or
13 working with -- with Lloyd Blue, and I was
14 introduced to her probably sometime around the
15 date of Ms. Blackshear's departure.

16 MR. ANCHORS: Okay.

17 MR. SEIGLER: And -- and I don't recall the
18 dates now.

19 MR. ANCHORS: I think that the record would
20 probably show that Patsy Blackshear might have
21 left the County's employment around January
22 of 2010, okay? Just --

23 MR. SEIGLER: Okay.

24 MR. ANCHORS: -- assume that.

25 MR. SEIGLER: Okay.

1 MR. ANCHORS: Your thought process, okay. You
2 entered into a contract with Jennifer, and I was
3 trying to figure out how you met her to enter into
4 that contract. Do you know?

5 MR. SEIGLER: I remember being introduced to
6 her, being made aware of her through Gary Mattison
7 and Commissioner Brannon, and her -- and I don't
8 remember the details, but I do remember being
9 introduced to her and being made aware of her past
10 work history with planning, and her keen knowledge
11 of our processes in planning, and her being a --
12 her being a short-term employee to -- to serve
13 with benefitting our planning process.

14 But to answer your question, I believe I was
15 introduced by either Gary Mattison or -- or Scott
16 Brannon.

17 MR. ANCHORS: Do you know about how long that
18 would have been before you entered into the
19 contract?

20 MR. SEIGLER: No, sir, I do not.

21 MR. ANCHORS: But -- and --

22 MR. SEIGLER: To --

23 MR. ANCHORS: A few months?

24 MR. SEIGLER: A few months. I'd say a -- a
25 few months.

1 MR. ANCHORS: And so you had never personally
2 worked with her?

3 MR. SEIGLER: No, sir, never personally worked
4 with her.

5 MR. ANCHORS: So you had never observed her
6 work at that point.

7 MR. SEIGLER: No, sir.

8 MR. ANCHORS: And you were primarily going on
9 the recommendations or conversations you had with
10 who?

11 MR. SEIGLER: Once again, I would have always
12 gone to Ms. Shirl for her opinion and her work
13 history with -- with Jennifer. And Gary Mattison,
14 in his role, he would have been aware of her
15 work -- her work ethic and her level of knowledge,
16 being working with -- with HR. And so that
17 would -- that would have been -- that would have
18 been the two that I would have -- that I would
19 have -- that I'm sure I saw input from.

20 MR. ANCHORS: Were -- did you ever have any
21 problems with Patsy Blackshear?

22 MR. SEIGLER: Yes, sir.

23 MR. ANCHORS: And what were they?

24 MR. SEIGLER: Primarily personnel related in
25 the way that she micromanaged and the way that she

1 dealt with staff.

2 MR. ANCHORS: And since you previously said
3 you didn't have any direct knowledge of the
4 internal operation of the planning department,
5 you, obviously, had to get that from somebody
6 else.

7 MR. SEIGLER: I know Ms. Shirl dealt with
8 issues within -- personnel issues within planning
9 on a regular basis.

10 MR. ANCHORS: Did she share what that problem
11 was, other than micromanaging?

12 MR. SEIGLER: I don't remember any of the
13 details. I just remember the majority of the time
14 it was personnel related, and -- and her inability
15 to work with -- work with others. And when I say
16 "others," I mean staff.

17 MR. ANCHORS: Did -- in that capacity, did you
18 ever bring her in to meet with her about her
19 shortcomings?

20 MR. SEIGLER: Yes, sir.

21 MR. ANCHORS: Did you annotate them in her
22 personnel file?

23 MR. SEIGLER: I do not recall.

24 MR. ANCHORS: Candace, can you look in that
25 personnel file of Patsy's and see if we've got the

1 evaluations that would have been done in 2009?
2 Because I don't recall any in there, and I -- if I
3 remember correctly, her evaluations were never
4 that bad.

5 MR. SEIGLER: I know Gary Mattison was detail
6 oriented, and normally documented -- documented
7 such, you know, employee evaluation, discipline,
8 discussion. So that's why I answered the way I
9 did.

10 MR. ANCHORS: All right. Then so really your
11 complaints of Patsy Blackshear was mainly from
12 Shirl Williams, that was relayed to you between
13 Shirl and Mattison?

14 MR. SEIGLER: Yes, sir.

15 MR. ANCHORS: And you never recall directly
16 writing any evaluation or putting anything from
17 you to her in the personnel file?

18 MR. SEIGLER: I do not, sir.

19 MR. ANCHORS: When -- upon -- did she
20 terminate? Was she terminated by
21 (unintelligible)?

22 MR. SEIGLER: Yes, sir.

23 MR. ANCHORS: Do you remember why?

24 MR. SEIGLER: I remember Gary Mattison and I
25 conducted -- conducted that termination. And that

1 was -- that was based upon her inability to manage
2 effectively. That was from a staff standpoint.
3 And I don't recall if we had performance
4 indicators that were not being met. I don't
5 recall the details of that. But I do -- I -- I do
6 remember that being from an inability to
7 effectively manage -- manage that -- that
8 department.

9 MR. ANCHORS: Did you get any involvement?
10 Because you previously mentioned some of the
11 commissioners would get involved. And did you get
12 any involvement from anyone above you, in the
13 commissioners, and/or from outside?

14 MR. SEIGLER: The only involvement that I
15 recall, the only input that I recall from the
16 commissioners on her poor performance or any
17 complaints or issues they may have had with her,
18 would have been from -- was from Commissioner
19 Brannon. Some of the others may have had input.
20 I don't -- I -- I don't recall, specifically. I
21 mean, there was conversations daily on personnel
22 issues. But I don't -- I don't remember any of
23 the details. I -- I do remember Commissioner
24 Brannon being displeased with her performance.

25 MR. ANCHORS: Do you remember the EAR project?

1 MR. SEIGLER: I do not, sir.

2 MR. ANCHORS: Okay.

3 MR. SEIGLER: Define -- define that acronym
4 for me.

5 MR. ANCHORS: It's evaluation and review that
6 has to be done, I guess, every ten years or
7 something. Evaluation and review of the entire
8 County direction or whatever.

9 MR. SEIGLER: Would -- would that --

10 MR. DRAKE: It's also said E-A-R, the E-A-R
11 Amendments. It's a huge document.

12 MR. SEIGLER: I do remember the amendment
13 process, and them missing -- I shouldn't say
14 missing deadline -- and there being deadlines
15 associated with our submittal for that process,
16 now that you bring that up. I don't -- I don't
17 remember the EAR acronym, but I do remember the
18 amendment process. And that would have been us
19 working with the department of community affairs
20 at the time. I believe that's probably changed --
21 changed now. Anyway, the department of community
22 affairs and us having submittals to them. I do
23 remember that process.

24 MR. ANCHORS: Do you remember any problems
25 with it, in particular?

1 MR. SEIGLER: I -- I do remember -- I do
2 remember critical deadlines that were either
3 missed or that we pressed the timeline on with --
4 with those submittals to community affairs with
5 that amendment process.

6 MR. ANCHORS: But other than that, that's all
7 you can recall on it?

8 MR. SEIGLER: Yes, sir.

9 MR. ANCHORS: All right. Now, going back to
10 the agreement with -- the contract with Jennifer
11 Christensen --

12 MR. SEIGLER: Yes, sir.

13 MR. ANCHORS: -- tell me how that came about.

14 MR. SEIGLER: To the best of my memory, that
15 came about with the recommendation of Mr.
16 Mattison, of Ms. Williams, and their experience,
17 their knowledge of her work history in planning,
18 and her ability to be able to move the projects
19 forward. And the reason I hesitated as -- as I
20 was talking about that, that may have been
21 specifically focusing on that amendment process.
22 That -- that amendment process, that that process
23 was -- was that we were not meeting milestones.
24 And Jennifer's awareness and ability to be able to
25 get that -- that -- that back in -- back in --

1 back on schedule.

2 MR. ANCHORS: And she hadn't worked with the
3 County, I believe, for about three or four years
4 prior to that.

5 MR. SEIGLER: I don't recall the time. I know
6 there was a time period where she was working
7 with -- with Lloyd Blue since she had left the
8 County. I don't know the time that -- I don't
9 know that time period, that -- that length of
10 time.

11 MR. ANCHORS: Do you know when she went to
12 work with the County the first time?

13 MR. SEIGLER: No, sir.

14 MR. ANCHORS: Do you know what position she
15 came -- worked -- worked with the County before?

16 MR. SEIGLER: No, sir.

17 MR. ANCHORS: Do you know what her position
18 was when she left the County?

19 MR. SEIGLER: No, sir.

20 MR. ANCHORS: Do you know what compensation
21 she was getting when she left the County?

22 MR. SEIGLER: No, sir.

23 MR. ANCHORS: Do you recall how you derived at
24 the contract amount for her?

25 MR. SEIGLER: I do not, sir. That would have

1 been -- once again, I would have looked to the HR
2 expert and the assistant administrator, because of
3 her knowledge of -- of planning for -- for that
4 recommendation. But I specifically don't remember
5 how -- how that was derived.

6 MR. ANCHORS: Do you recall what her duties
7 were to -- were supposed to be?

8 MR. SEIGLER: I do not. I -- now that we're
9 discussing it, I -- I do remember that there was
10 some processes or submittals that -- some critical
11 submittals. And when I say "critical," that leads
12 me to think that it may have been this EAR process
13 that we've -- that we've been discussing that --
14 that we needed to -- that we needed to get up to
15 speed and get back on schedule with. So that
16 was -- that was likely her -- part of her -- or
17 the focus of her responsibility.

18 MR. ANCHORS: Would you have thought that
19 would have been part of the responsibility of
20 Patsy Blackshear?

21 MR. SEIGLER: Yes, sir.

22 MR. ANCHORS: Would you have -- were you aware
23 that Pat Blackshear got bonuses -- or not bonus,
24 but paid overtime during those last parts of her
25 tenure with you all?

1 MR. SEIGLER: No, sir.

2 MR. ANCHORS: To the tune of \$65,000 --

3 MR. SEIGLER: No, sir.

4 MR. ANCHORS: -- over and above her salary?

5 MR. SEIGLER: No, sir.

6 MR. ANCHORS: Do you know how that would have
7 been accomplished and who would have approved it?
8 I mean, you would have been her boss, right?

9 MR. SEIGLER: Yes, sir. It would have ended
10 with me. But I do not recall agreeing to or being
11 aware of that overtime.

12 MR. ANCHORS: I mean, she was --

13 MR. SEIGLER: I --

14 MR. ANCHORS: -- she was an exempt employee,
15 right?

16 MR. SEIGLER: Yes, sir.

17 MR. ANCHORS: So she wouldn't get paid -- I
18 mean, her salary would be her salary.

19 MR. SEIGLER: Yes, sir.

20 MR. ANCHORS: Regardless of what hours.

21 MR. SEIGLER: Exactly. If you're an exempt
22 employee, you get paid a flat fee regardless of
23 how many hours you put in a week.

24 MR. ANCHORS: Anybody under you that you ever
25 recall paying, that was an exempt employee, that

1 you just paid them extra hours for work?

2 MR. SEIGLER: No, sir.

3 MR. ANCHORS: Have we got the -- those pages
4 of where she got that compensation?

5 MS. COSSON: Uh-huh.

6 MR. SEIGLER: Was that during my tenure as
7 County administrator?

8 MR. ANCHORS: I'm fixing to find out. I'll
9 let you see what it -- what we're -- what we've
10 discovered in the personnel file. That's what I'm
11 trying to look for.

12 While we're looking on that, I'm going to show
13 you the contract you've entered into with her.

14 MR. SEIGLER: With Jennifer?

15 MR. ANCHORS: Yes.

16 MR. SEIGLER: Okay.

17 MR. ANCHORS: Because, A, did you run that
18 through legal?

19 MR. SEIGLER: That was always a question that
20 I presented when I -- when any issue was brought
21 forward: Have we run that through the legal
22 department? Do we have legal's blessing? That
23 would have been the normal protocol. Did I call
24 legal every time and ask them if they had reviewed
25 that? Absolutely not.

1 MR. ANCHORS: Did they -- did you ask -- did
2 you even have the power to do it?

3 MR. SEIGLER: No, sir. Legal would have
4 served at the -- under the direction of the
5 commission, the body, the commissioners, just as I
6 did.

7 MR. ANCHORS: But if the commissioners never
8 went to the legal with it, because if it never
9 went to the commissioners, it's in your hands.

10 MR. SEIGLER: Yes, sir.

11 MR. ANCHORS: So did you take it to legal?

12 MR. SEIGLER: I do not recall. That was my
13 normal protocol, to go to the assistant county
14 administrator and to ask that question prior to
15 moving forward with it: Has legal reviewed this?
16 I -- I do not recall if I went or if Ms. Shirl
17 went. But that would have been my protocol. I do
18 know I was consistent with asking those -- that
19 question.

20 INV. WEBSTER: But if they went to legal,
21 legal would have either approved it or not
22 approved it, right?

23 MR. ANCHORS: Well, by the way, just to go
24 back and close up the matter, the overtime --

25 MR. SEIGLER: The overtime?

1 MR. ANCHORS: -- pay, do you know of anybody
2 else that ever received -- an exempt employee that
3 received overtime while you were the County
4 manager?

5 MR. SEIGLER: No, sir.

6 MR. ANCHORS: And this was prior, by the way,
7 to you being manager, okay, that she got --

8 MR. SEIGLER: That's good.

9 MR. ANCHORS: -- extra pay. But I wanted to
10 find out from you, as County manager, because I --

11 MR. SEIGLER: If you're an exempt employee --

12 MR. ANCHORS: My boss ain't never paid me for
13 overtime. He just laughs when I work overtime.

14 MR. SEIGLER: Thank you. Or maybe not even
15 that. You knew that when you hired -- I mean,
16 you -- you're an exempt employee.

17 MR. ANCHORS: Right. Sure. And so I'm trying
18 to understand.

19 MR. SEIGLER: I -- I don't understand that.

20 MR. ANCHORS: And since your predecessor would
21 have done this, I'm trying to understand why he
22 would have done that.

23 MR. SEIGLER: I do not know, sir.

24 MR. ANCHORS: Have you ever received --

25 MR. SEIGLER: Never.

1 MR. ANCHORS: -- overpay?

2 MR. SEIGLER: Never.

3 MR. ANCHORS: Have you ever worked overtime?

4 MR. SEIGLER: Absolutely.

5 MR. ANCHORS: All right. Now, let's go back
6 to --

7 MR. SEIGLER: Should have been compensated.
8 Should have --

9 MR. ANCHORS: Apply for it now. Going back to
10 Jennifer's contract --

11 MR. SEIGLER: Yes, sir.

12 MR. ANCHORS: -- A, I've got a problem with
13 how it was even authorized for you to do.

14 MR. SEIGLER: Okay.

15 MR. ANCHORS: Okay?

16 MR. SEIGLER: Yes, sir.

17 MR. ANCHORS: You do not specifically recall
18 going to legal?

19 MR. SEIGLER: I do not, sir.

20 MR. ANCHORS: You feel like that mainly Shirl
21 and -- and Mattison --

22 MR. SEIGLER: Gary Mattison.

23 MR. ANCHORS: -- would have been the ones that
24 told you about her past record?

25 MR. SEIGLER: Yes, sir. And bring forth a

1 recommendation on salary.

2 MR. ANCHORS: Okay.

3 MR. SEIGLER: Or compensation. It wouldn't
4 have been salaried. It would have been just --

5 MR. ANCHORS: Did either one of them mention
6 to you that they'd passed it through legal?

7 MR. SEIGLER: I don't recall. I -- I don't
8 recall that.

9 MR. ANCHORS: All right. Show him the
10 agreement that we've got.

11 And, I mean, what I'm trying to figure out --
12 because that's the original agreement.

13 MR. SEIGLER: And that's it?

14 MR. ANCHORS: Yes, sir.

15 INV. WEBSTER: That's it.

16 MR. ANCHORS: How many more people did you
17 hire this way in your term?

18 MR. SEIGLER: I would hope none.

19 MR. ANCHORS: Now, I believe, if I'm not
20 mistaken, you probably went in a month or two
21 before this.

22 MR. SEIGLER: Yes, sir.

23 MR. ANCHORS: Did Ronnie ever mention it to
24 you? Was it already in the mill before you got
25 there or --

1 MR. SEIGLER: I don't recall that
2 conversation. I -- it was -- it was a flood of
3 information that I was trying to glean prior to
4 him leaving. I don't recall. It may have been,
5 but I don't recall specifically. I don't know why
6 we would have entered into this with -- of this
7 nature.

8 MR. ANCHORS: Do you remember a County audit
9 being done --

10 MR. SEIGLER: I do, sir.

11 MR. ANCHORS: -- by the clerk's office?

12 MR. SEIGLER: I do, sir.

13 MR. ANCHORS: Do you remember them commenting
14 on this?

15 MR. SEIGLER: I do not.

16 MR. ANCHORS: How about showing him the
17 clerk's comments on this? And I think it's
18 (unintelligible).

19 INV. WEBSTER: Do you want to look at the
20 summary or --

21 MR. ANCHORS: Yeah, it's going to be just --

22 MR. SEIGLER: All right.

23 MR. ANCHORS: And let's start with number
24 three. Did you bid that job out?

25 MR. SEIGLER: No, sir.

1 MR. ANCHORS: Were you aware that consulting
2 services had to go out at least for
3 qualifications?

4 MR. SEIGLER: No, sir.

5 MR. ANCHORS: Were you aware that a dollar
6 amount -- did it ever even cross your mind that we
7 might have to bid something like this? I mean, if
8 I'd have --

9 MR. SEIGLER: I don't see how it didn't cross
10 my mind, but --

11 MR. ANCHORS: If I'd have walked in there and
12 asked you for \$100,000, would you have just given
13 it to me?

14 MR. SEIGLER: That is a very good point. And,
15 no, sir. I see --

16 MR. ANCHORS: I mean, did you think you had
17 that authority, without even talking to the Board,
18 that you'd just give somebody that kind of money?

19 MR. SEIGLER: No, sir.

20 MR. ANCHORS: All right. You required her to
21 do 40 hours, at least, per week.

22 MR. SEIGLER: Yes, sir.

23 MR. ANCHORS: Do you recall how you were going
24 to keep up with that?

25 MR. SEIGLER: I do not recall that. And I

1 would have --

2 MR. ANCHORS: And you didn't require her to
3 show up or maintain any proof of doing that 40
4 hours.

5 MR. SEIGLER: Okay.

6 MR. ANCHORS: Do you recall how you managed
7 her?

8 MR. SEIGLER: No, sir. And as lame -- and as
9 lame as it -- as it -- as it was, I would have --
10 I would have looked to -- to Mattison or -- or
11 Williams, you know, for that -- for that
12 methodology of capturing that time, you know. But
13 I see your point.

14 MR. ANCHORS: And it required her for other
15 kind of expenditures, but you didn't include it in
16 the agreement. Do you know where she actually
17 worked under this contract?

18 MR. SEIGLER: Where she was physically
19 located?

20 MR. ANCHORS: Yes.

21 MR. SEIGLER: No, sir.

22 MR. ANCHORS: I guess I'm trying to
23 understand, Lyle, why -- how -- how we get a
24 person that you sign a contract for \$96,000 --
25 \$96,000 a year --

1 MR. SEIGLER: And it never going before the
2 Board. And that's never holding that person
3 accountable.

4 MR. ANCHORS: And you not knowing --

5 MR. SEIGLER: And that's never --

6 MR. ANCHORS: -- what time --

7 MR. SEIGLER: -- going out for qualifications.

8 MR. ANCHORS: And you not knowing what time
9 she actually is working. Did you -- could you
10 tell me now, or back then, or any other method I
11 can go back and find, how many hours she actually
12 worked for you?

13 MR. SEIGLER: No, sir.

14 MR. ANCHORS: And this contract was directly
15 between you and her. So you would have been her
16 supervisor.

17 MR. SEIGLER: Upon my signature right there,
18 yes, sir, I would have -- I would have -- I mean,
19 that -- it -- it ends with me. And -- and that
20 concerns me greatly, how we even got to that
21 point.

22 MR. ANCHORS: You want to show the response
23 from the County to the --

24 MR. DRAKE: Oh, that --

25 MR. ANCHORS: It's in -- is that in here.

1 INV. WEBSTER: Is it in --

2 MR. DRAKE: Usually, there's a management
3 response in there somewhere.

4 MR. ANCHORS: I think it's going to be --
5 yeah. All right. Let me show you a change of
6 contract or a clarification that was generated
7 after this was --

8 MR. SEIGLER: As a result of this?

9 MR. ANCHORS: Yes.

10 MR. SEIGLER: Okay.

11 MR. DRAKE: It was a January 26th memo.

12 MR. ANCHORS: Yes. Do you see some problems
13 with that, as well?

14 MR. SEIGLER: Yes, sir, I do. Yes, sir, I do.

15 MR. ANCHORS: And I -- I mean, I realize this
16 particular letter is from Gary Mattison to Bill
17 Infeld.

18 MR. SEIGLER: Right.

19 MR. ANCHORS: And Bill Infeld would have, at
20 that time, been in the financial --

21 MR. SEIGLER: He would have been the director
22 of -- of -- of finance.

23 MR. ANCHORS: For the County.

24 MR. SEIGLER: Yes, sir. And -- and he would
25 have been questioning or inquiring as a result of

1 the audit.

2 MR. ANCHORS: Do you recall participating in
3 this memorandum and understanding?

4 MR. SEIGLER: No, sir, I do not. And I did
5 not even -- and I did not recall -- I realize I --
6 I realize I'm the approval on that, but I did not
7 recall either of these.

8 MR. ANCHORS: And do you recall -- do you
9 recall Jennifer's status changing shortly after
10 that with the County?

11 MR. SEIGLER: I recall her working with
12 Demers, but I don't know -- I do not recall her
13 title or -- or the way -- or the way that came
14 about.

15 MR. ANCHORS: What would you have called her?

16 MR. SEIGLER: A contract employee.

17 MR. ANCHORS: And do you recall any other
18 contract employee for the County during your
19 interim that was handled this way?

20 MR. SEIGLER: No, sir. Interim or permanent.

21 MR. ANCHORS: And you don't remember her
22 position or what she did on a day-to-day -- a
23 day-to-day basis from the time of signing that
24 contract?

25 MR. SEIGLER: I do not.

1 MR. ANCHORS: So you wouldn't have -- in your
2 opinion, would you say you observed or supervised
3 her on a day-to-day basis?

4 MR. SEIGLER: Absolutely not.

5 MR. ANCHORS: Do you know who would have been
6 responsible?

7 MR. SEIGLER: Shirl Williams.

8 MR. ANCHORS: Do you recall who would have
9 given her that responsibility?

10 MR. SEIGLER: There would have been nothing
11 formalized, but with my past experience and
12 knowledge of public works, I dealt primarily with
13 public works while Shirl would have dealt with
14 planning. But I don't know that we'll find
15 anything formalized where -- where I gave her that
16 responsibility.

17 MR. ANCHORS: So at some point did you know
18 her status with the County changed from that
19 contract?

20 MR. SEIGLER: I do not recall.

21 MR. ANCHORS: Do you recall her becoming a
22 full-time employee?

23 MR. SEIGLER: No, sir. I would -- I would
24 have still -- I still believed -- would have
25 believed she was a contract employee.

1 MR. ANCHORS: Let's say in February of that
2 year, a month after this, she becomes a full-time
3 employee.

4 MR. SIEGLER: Okay.

5 MR. ANCHORS: And you just take that as a fact
6 and assume that --

7 MR. SEIGLER: Okay.

8 MR. ANCHORS: -- to be accurate.

9 MR. SEIGLER: Okay.

10 MR. ANCHORS: Okay?

11 MR. SEIGLER: Okay.

12 MR. ANCHORS: And that --

13 MR. DRAKE: I think it was January, but, yes.

14 MR. ANCHORS: January. Think it took effect
15 February paycheck, payroll.

16 MR. DRAKE: Might have been.

17 MR. ANCHORS: All right? She then becomes a
18 full-time employee with the County. Do you
19 recall -- now that I've stated that as a fact, do
20 you recall that happening?

21 MR. SEIGLER: I recall Jennifer working with
22 Gerry Demers, but I -- I did not have recollection
23 of -- of how that came to be or if she was a
24 County employee versus contract labor.

25 MR. ANCHORS: And let's say she's a County

1 employee --

2 MR. SEIGLER: Yes, sir.

3 MR. ANCHORS: -- based on those records.

4 MR. SEIGLER: Based on -- based on the
5 records, she's a --

6 MR. ANCHORS: All right?

7 MR. SEIGLER: -- County employee, okay.

8 MR. ANCHORS: Based on -- assuming -- assuming
9 that I'm accurate, okay?

10 MR. SEIGLER: Yes, sir. Yes, sir.

11 MR. ANCHORS: Were you involved in what her
12 pay would be at that point?

13 MR. SEIGLER: Was probably advised of it, but
14 not involved in a determination of how we -- how
15 we arrived at that -- at that level of pay.

16 MR. ANCHORS: On a County employee, do you --
17 how do you all normally fill vacancies within the
18 County, or back then?

19 MR. SEIGLER: Normally advertise externally,
20 open competitive for a period of time; review
21 applications; look at work experience, knowledge,
22 skills, and abilities; select the applicant pool.

23 MR. ANCHORS: Would you allow people that's
24 working for the County to cross over?

25 MR. SEIGLER: Yes, sir. And that's the reason

1 I said external, because I think in the past maybe
2 it was -- it was -- there were -- there were jobs
3 that were advertised internal versus open
4 competitive. So the thought was there, just make
5 all of them open competitive, and that doesn't
6 exclude internal applicants. So they could apply,
7 as well. But as far as management --

8 MR. ANCHORS: It was allowed --

9 MR. SEIGLER: -- placing --

10 MR. ANCHORS: -- but it was the same --

11 MR. SEIGLER: Yes.

12 MR. ANCHORS: -- privilege --

13 MR. SEIGLER: Yes. Yes.

14 MR. ANCHORS: -- of any other (unintelligible) --

15 MR. SEIGLER: Yes, sir.

16 MR. ANCHORS: -- or person would have?

17 MR. SEIGLER: And then look -- and look at
18 the -- at the work experience and knowledge,
19 skills, and abilities; select an applicant pool;
20 conduct interviews; make a selection; at which
21 time the HR director would have consulted with --
22 with his staff and came up with a rate of pay that
23 was in line with their years of experience, their
24 education, and other -- other -- other --

25 MR. ANCHORS: How many --

1 MR. SEIGLER: -- positions of that class.

2 MR. ANCHORS: -- positions with the County did
3 you waive that requirement and just hire directly?

4 MR. SEIGLER: I do not recall. I do know from
5 time to time there was an appointment of different
6 individuals into a position in interim status,
7 then probably brought forward as permanent. And
8 the one I was thinking of was Starsky Harrell, as
9 -- I'm not -- I believe that would be an example
10 of where he would have been appointed as an
11 interim -- in an interim status, and then brought
12 on permanent. But that's the only one I can
13 recall. But that -- that happened. But I don't
14 know a number.

15 MR. ANCHORS: What position was that?

16 MR. SEIGLER: I believe that was public works
17 director. I know he served in that role. And I
18 believe that -- that was the process that took
19 place, that took place there, instead of an -- an
20 open advertisement.

21 MR. ANCHORS: Was that while you were the
22 County administrator?

23 MR. SEIGLER: Yes, sir.

24 MR. ANCHORS: Do you recall any other ones
25 being done, exempt from open employment?

1 MR. SEIGLER: I -- I don't right offhand.
2 And -- and there may have been some, but I -- I
3 don't recall any -- any others.

4 MR. ANCHORS: Were you present -- were you the
5 County administrator when Wayne was hired?

6 MR. SEIGLER: Can you tell me Wayne's hire
7 date, please?

8 INV. WEBSTER: 2011, I believe.

9 INV. BEARDEN: 4/11/2011.

10 INV. WEBSTER: 4/11.

11 INV. BEARDEN: April 11th.

12 MR. SEIGLER: I was probably public works
13 director. I went from public works director, to
14 County administration, back to public works
15 director.

16 MR. ANCHORS: Okay.

17 MR. SEIGLER: I don't recall that process.

18 MR. ANCHORS: Okay. Do you recall -- let's
19 see. There was advertising for the position, I
20 think, some months earlier than that. Do you know
21 when that was?

22 MR. DRAKE: I know by March of 2011 the job
23 was offered --

24 MR. ANCHORS: To Wayne.

25 MR. DRAKE: -- to Wayne. There was a letter

1 to Jennifer Christensen saying, we're offering the
2 position somewhere else. So it would have been
3 between January and March, because in January she
4 was hired as a temporary manager. And then by
5 March they had offered the job to Wayne.

6 Do you know why Jennifer wouldn't have been
7 selected?

8 MR. ANCHORS: Can we look and see --

9 MR. SEIGLER: I -- I do not.

10 MR. ANCHORS: -- when Lyle would have
11 transitioned out of County manager?

12 MR. SEIGLER: See when I transitioned from
13 administration back to public works.

14 So -- so you're leading me to -- as I
15 understand it here then, Jennifer would have been
16 -- there would -- there would have been an
17 interview process; Jennifer would have been
18 possibly interviewed, or at least applied for,
19 because you've -- you've notified here -- her that
20 someone else was selected.

21 INV. WEBSTER: Yeah, I guess.

22 MR. SEIGLER: Okay.

23 INV. WEBSTER: Thanks for trying --

24 MR. SEIGLER: Thank you for --

25 INV. WEBSTER: Thanks for -- but the job's

1 been offered to someone else.

2 MR. SEIGLER: Sure.

3 MR. DRAKE: And this is all part of the County
4 employee. We have no record of that prior to the
5 contract employee. For that, we only see all of a
6 sudden there's a contract between you and her.
7 For the County employee side of it, it appears
8 that she applied and then was turned down.

9 MR. SEIGLER: Okay.

10 MR. ANCHORS: Do you recall even knowing what
11 her educational background was when you hired her
12 on contract?

13 MR. SEIGLER: I don't recall that educational
14 background. I am -- I'm sure that Mattison or --
15 or -- or Shirl Williams would have -- would have
16 shared -- shared with me her education, work
17 experience, her abilities. I don't recall that.

18 MR. ANCHORS: What I'm trying to, I guess,
19 look at in 2009, late 2009, almost 2010, she
20 appeared to be the greatest thing since grits.
21 And by 2011 she's -- which is a little over a year
22 later --

23 MR. SEIGLER: Yeah.

24 MR. ANCHORS: -- she's no longer qualified to
25 even sit in the office.

1 MR. SEIGLER: When was the final submittal of
2 that amendment?

3 MR. ANCHORS: The ER -- EAR.

4 MR. SEIGLER: That --

5 MR. ANCHORS: That --

6 MR. SEIGLER: That EAR, would -- would that
7 have --

8 MR. ANCHORS: -- would have been '10 --

9 MR. SEIGLER: Did she complete that prior to
10 this final selection?

11 MR. DRAKE: I don't know.

12 MR. ANCHORS: That was 10 of '10, 10/26/10 is
13 one -- the last date I think I've seen on that.

14 MR. SEIGLER: And that's the only thing I
15 could think of, if she was brought in specifically
16 to meet that deadline with --

17 MR. ANCHORS: Well, I guess our problem -- one
18 of the things we have, Lyle, is she signed things
19 during that period of time that you contracted
20 with her, to the time she was -- resigned as
21 director of planning. We got her signing a lot of
22 different ways for the County. And you contracted
23 with her, and you can't even tell me the title
24 with -- you see what problem I have?

25 MR. SEIGLER: I see where you are.

1 MR. ANCHORS: And we've talked to people about
2 where she worked, when she worked, what she did.
3 And from all aspects, she worked right there in
4 the County. She never worked from home. She
5 never did any of that other. And I'm trying to
6 find out why, how. I mean, I really have a
7 problem with that. Do you understand why?

8 MR. SEIGLER: Oh, I understand. I understand
9 that.

10 MR. ANCHORS: I mean, it looks -- it looks bad
11 to me.

12 MR. SEIGLER: Yes, sir.

13 MR. ANCHORS: And I'm trying to understand
14 why, because I know you, as a individual.

15 MR. SEIGLER: I signed it. It looks bad to
16 me.

17 MR. ANCHORS: And --

18 MR. SEIGLER: I'm just -- because there was no
19 support with that contract, nor did it go before
20 the Board, nor is there any document of where
21 legal reviewed that. And there was no process by
22 which request for qualifications went out.

23 MR. ANCHORS: And no set person to supervise
24 her.

25 MR. SEIGLER: And no accountability of time.

1 MR. DRAKE: The contract doesn't have a date
2 on it at all with terms of a term. It was just --
3 they said upon mutual agreement of the parties,
4 but there was no -- it was not for a fixed term,
5 and it doesn't mention the EAR at all.

6 MR. ANCHORS: And I really thought if you was
7 going to do that for somebody, you'd do it for me.
8 I mean, it -- it -- it just leaves a lot of things
9 open, how any of -- how that could take place, and
10 particularly with somebody you don't even know.

11 MR. SEIGLER: And all we had is a
12 recommendation.

13 MR. ANCHORS: Uh-huh. You have any questions?

14 MR. DRAKE: When you mentioned the legal
15 department, and you would try to run as many
16 things through legal as you could, who would that
17 have been?

18 MR. SEIGLER: For a short period when I first
19 came to administration, correct me if I'm wrong,
20 but that would have been a contract -- contract
21 role with Burke -- Burke & Blue, Burke -- Mike
22 Burke.

23 MR. ANCHORS: Yeah. It's Burke & Blue --

24 MR. SEIGLER: Okay.

25 MR. ANCHORS: -- in Panama City.

1 MR. SEIGLER: And then, after that, it -- it
2 was an internal position, County Attorney
3 position, which would have Lynn Hoshihara.

4 MR. DRAKE: Do you recall when she took over,
5 when it became an internal position?

6 MR. SEIGLER: I do not.

7 MR. ANCHORS: Well, you had County internal --
8 I mean, County full-time attorneys even prior to
9 Lynn. You had Walker and -- who was the other
10 guy? Jonathan Walker was one, and who was the
11 other guy that was before that?

12 So you didn't -- but you think you would have
13 ran it through Burke & Blue at the time?

14 MR. SEIGLER: Yes, sir. Who -- whoever was
15 there during that time. If that would have been
16 Burke & Blue --

17 MR. ANCHORS: They were contract services.

18 MR. SEIGLER: -- or if that would have been --

19 MR. ANCHORS: I mean, you had four or five
20 attorneys on contract at that time. What about
21 George Ralph?

22 MR. SEIGLER: But was George Ralph handling
23 only planning? I don't -- I don't -- I don't know
24 that either.

25 MR. ANCHORS: So you don't recall the --

1 MR. SEIGLER: I don't -- I don't -- I don't
2 recall how that --

3 MR. ANCHORS: -- who -- who, when you make
4 reference to legal, who that would have been for
5 sure?

6 MR. SEIGLER: Lynn -- Lynn Hoshihara would
7 have been -- would have -- it's the first one that
8 comes to mind. That would have been a County
9 employee, not a -- not a contract -- not a
10 contract position.

11 MR. DRAKE: Who would the planning department
12 have run things through before presenting
13 something to the Board? You said before anything
14 got added to the agenda --

15 MR. SEIGLER: Shirl Williams.

16 MR. DRAKE: Okay. And who would Shirl have
17 given it to in terms of legal to get it onto the
18 agenda? Didn't you say that for something to make
19 an agenda item, it had to first go through legal?

20 MR. SEIGLER: And that would have been --

21 INV. BEARDEN: Gary Vorbeck, is that who
22 you're thinking of?

23 MR. SEIGLER: Gary Vorbeck?

24 INV. BEARDEN: Vorbeck, Gary Vorbeck. He was
25 before -- he was a -- his (unintelligible).

1 MR. SEIGLER: I remember that. That would
2 have been -- she -- Shirl would have contacted the
3 administrative assistant, legal assistant. I
4 can't think of her name. Anyway, Shirl would have
5 contacted the admin assistant or the -- or the
6 legal assistant in legal, and they would have made
7 sure then that the attorney would -- would review
8 that.

9 MR. DRAKE: So for a particular development,
10 once it's coming out of planning, it would go to
11 the legal department before going to the Board for
12 final approval?

13 MR. SEIGLER: Yes. Yes, sir.

14 MR. ANCHORS: Would there be legal
15 documentation of what the attorney said? Would
16 there be any written documents of what --

17 INV. WEBSTER: A response to the --

18 MR. ANCHORS: -- they review?

19 INV. WEBSTER: -- sending it through to the --

20 MR. SEIGLER: Response, response to the
21 review?

22 INV. WEBSTER: Is it just a phone call saying,
23 yes, this is good, send it, or --

24 MR. SEIGLER: I don't know, but I could see it
25 being both. I could see that happening either

1 way. And I don't have a specific instance with
2 that, but I -- I could see that happening either
3 way.

4 INV. WEBSTER: But you wouldn't be notified
5 directly yourself, right? It would either --

6 MR. SEIGLER: All I would be told was legal's
7 good with it or legal has an issue and we need to
8 go back to the drawing board.

9 MR. DRAKE: This may seem unrelated, but what
10 was the physical layout of the office for you,
11 Shirl Williams, and the various departments? Were
12 you guys in the same building, same floor?
13 How's -- what's the physical layout?

14 MR. SEIGLER: The physical layout for
15 administration was we were in the -- the old jail
16 admin, and -- the old jail admin. And I was in
17 the back office, which would have been Quinn --
18 which would have been Quinn's office. Ms. Shirl
19 would have -- would have been in the corner, in
20 the corner office. And -- and in there with us
21 would have been two administrative assistants.

22 The directors for each division, planning,
23 finance, public works, they would -- they would be
24 out in their respective areas: Planning, in south
25 Walton; public works, and -- and finance out here

1 on 90 West; and emergency operations would have
2 been east of town here, here south of 90. Is that
3 90? Anyway --

4 MR. ANCHORS: But that's the idea.

5 MR. SEIGLER: That's the idea.

6 MR. ANCHORS: (Unintelligible.)

7 MR. SEIGLER: It would have just been Shirl,
8 myself, two admin assistants, in that large
9 building.

10 MR. DRAKE: Would you have ever had meetings
11 with, like, all the directors on deck, I mean,
12 everybody get together, all your --

13 MR. SEIGLER: Absolutely.

14 MR. DRAKE: Where would those be held?

15 MR. SEIGLER: They're in administration.

16 MR. DRAKE: Did Jennifer Christensen ever come
17 to those?

18 MR. SEIGLER: I do not recall. I remember
19 Gerry Demers being there. Now, did she accompany
20 him? I -- I don't recall. But I remember Gerry
21 being there in that term after Pat Blackshear,
22 uh-huh.

23 MR. ANCHORS: Following up on that for a
24 second, what was your evaluation of what Gerry was
25 doing on a day-to-day basis?

1 MR. SEIGLER: While he was in administration?

2 MR. ANCHORS: While he was in planning.

3 MR. SEIGLER: Oh, Demers. I'm -- I'm -- I was
4 thinking Mattison. I'm sorry.

5 MR. ANCHORS: No, Gerry.

6 MR. SEIGLER: Giving oversight. Giving
7 oversight to the department, and communicating
8 with Shirl on current issues. Lead -- giving
9 direction and leading the planning department.

10 MR. ANCHORS: Did you ever have any complaints
11 about him?

12 MR. SEIGLER: No, sir.

13 MR. ANCHORS: Okay.

14 MR. DRAKE: One thing I'd like to get your
15 take on, and I guess I'll just make a statement
16 and kind of hear your response. If that is what
17 Gerry Demers' role was, you said providing
18 leadership overall, you know, directing the
19 planning department, that sounds oddly similar to
20 providing leadership, guidance, and
21 decision-making to the planning and development
22 division, which was what Jennifer Christensen was
23 hired to do. Do you have a comment on what the
24 distinction is between those two things?

25 MR. SEIGLER: And I see specifically how --

1 the -- the comparison with what I said Gerry was
2 responsible for and what we've got here in writing
3 that Jennifer was responsible for. I still go
4 back to -- I -- I saw Jennifer's role, when we
5 started talking about that amendment process and
6 the deadlines that were not being met with the
7 State, and questions about Pat Blackshear's
8 ability to see that through, and that being
9 critical for the County to meet those
10 State-mandated deadlines, I -- I saw Jennifer's
11 role to facilitate and to see that through.
12 That's why I said she's a contract employee.

13 MR. DRAKE: Any idea how she would have been
14 listed on the County website as the planning
15 director?

16 MR. SEIGLER: No, sir.

17 MR. ANCHORS: And why the people --

18 MR. SEIGLER: She --

19 MR. ANCHORS: -- within the department called
20 her -- felt like she was the planning director?

21 MR. SEIGLER: She was listed on the County
22 website as the --

23 MR. DRAKE: According to the clerk audit, she
24 was. And in the Board of County Commission
25 meetings, of the 11 they looked at, she was

1 referred to as the director nine times within the
2 official minutes. So it seems like everybody was
3 operating under the assumption that she was the
4 director. The problem was, Gerry Demers was the
5 director. And so that's what we keep coming back
6 to, is what did the two of them do?

7 MR. SEIGLER: And she signed all over the
8 page, as far as her title goes, from director to
9 whatever?

10 MR. ANCHORS: Yeah.

11 MR. DRAKE: Even when she applied for the
12 permanent position, she listed her experience
13 during this time as planning director, in her own
14 handwriting.

15 INV. WEBSTER: So she believed it.

16 MR. ANCHORS: And the other employees did --

17 INV. WEBSTER: Yeah.

18 MR. ANCHORS: -- within the planning
19 department. I'm just trying to figure out you, as
20 the supervisor over Gerry or her, and her, what
21 you saw their role to be. And I think that's what
22 Clifton's been asking about, is we're trying to
23 capture --

24 MR. SEIGLER: And that's where I -- I -- and
25 that was part of my -- of the decision-making in

1 bringing Gerry to administration, because of how
2 exceptionally he -- he served there as leading out
3 with the planning department. In other words, I
4 mean, I saw him as -- as leading the planning
5 department, as director.

6 MR. ANCHORS: But, apparently, you were the
7 only person that saw that, saw him that way.
8 Nobody else treated him -- the county
9 commissioners didn't, the employees under -- in
10 the planning department didn't, and even the
11 communications to developers didn't.

12 MR. SEIGLER: Let's go back to your follow-up
13 question to me earlier when I said politics and
14 you said, you define that for me, Lyle. This is
15 an example of that, where there was a regular
16 undercurrent of motives and assumptions and
17 agendas that I took at face value, that I -- that
18 I understood was this, but there was -- so I
19 wanted to help -- I wanted to define that for you,
20 okay? And I see this as an example of that.

21 INV. WEBSTER: That was one of my questions to
22 follow up with.

23 MR. SEIGLER: That -- that there was -- and
24 that was -- and that was part of my voluntary
25 departure, because of that conflict internally,

1 that I could not be daddy or I could not be
2 husband that I've been called to be under that
3 pressure and with that daily stress. And they --
4 and I can't think of anything in particular, but
5 there was always that undercurrent or there was
6 always that appearance of something that was
7 unethical, immoral, or illegal that -- that I was
8 not aware of. There seemed to be an agenda other
9 than what I was aware of. I saw it as here's what
10 it is in black and white, and -- and I -- and I --
11 and I vividly see your concerns with this. I,
12 too, have concerns with that, and my name is on
13 it. However, I wanted to make sure I clarified
14 that for you, that that -- that that's --

15 MR. ANCHORS: You got anything else, Clifton?

16 MR. DRAKE: Was there anybody that you could
17 associate that with within the department? Like,
18 is the undercurrent coming from Shirl Williams?
19 Is it coming from Ronnie Bell's legacy? Is it
20 coming from outside, Lloyd Blue? Is it coming
21 from a commission --

22 MR. SEIGLER: Yes.

23 INV. WEBSTER: All of the above?

24 MR. SEIGLER: Yes, sir, all of the above.

25 That was part of me being physically, emotionally

1 sick all of the time, is because -- because of the
2 past and because of just -- just that -- that
3 movement of influence that I was unaware of, the
4 unknowns. That was -- that was where I -- that
5 was where I was. And so I don't -- I'm not trying
6 to be vague or trying to elude your question. Was
7 it from all that that you just mentioned?
8 Absolutely. Absolutely it was.

9 MR. ANCHORS: You got anything?

10 INV. WEBSTER: No. He answered my question.
11 I was going to ask him to clarify what he
12 clarified.

13 MR. ANCHORS: Candace?

14 INV. BEARDEN: I don't have anything.

15 MR. ANCHORS: Janice?

16 MS. COSSON: No, sir.

17 MR. ANCHORS: I know you've enjoyed it. We'll
18 try to bring you back tomorrow.

19 MR. SEIGLER: Bring me back tomorrow if you'd
20 like, sir.

21 MR. ANCHORS: Are we done?

22 INV. WEBSTER: I'll stop the tape at this
23 time. It's about five minutes after 3:00.

24 (WHEREUPON, the interview was concluded.)
25

1 CERTIFICATE OF TRANSCRIPTION

2
3 I, Nancy L. Boyce, do hereby certify that the
4 foregoing pages are a transcription of the digital
5 recording of the interview of **LYLE SEIGLER**, conducted on
6 the 2nd day of June, 2015.
7
8

9
10 Nancy L. Boyce, Transcriptionist

Date

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