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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA

v.

ROBERT L. WILLIAMS,
LLOYD WHANN, and
M.M. PARRISH CONSTRUCTION CO.

CASE NO. 8:10-CR- 518 + 26 AEP
18 U.S.C. § 371
18 U.S.C. § 666
18 U.S.C. § 981(a)(1)(C)(Forfeiture)
28 U.S.C. § 2461(c)(Forfeiture)

INDICTMENT

The Grand Jury charges:

COUNT ONE

(18 U.S.C. § 371 - Conspiracy to Commit Bribery)

A. Introduction

At times material to this Indictment:

1. Polk County, Florida ("Polk County") was a political subdivision within the Middle District of Florida. The Polk County School District was among the largest in Florida, serving more than 90,000 students in grades K-12, and thousands of adults through technical and adult school programs. Polk County was able to negotiate and enter into contracts for school construction and school repairs. Polk County received more than \$10,000 in assistance from the United States government each year relevant to this indictment.

2. The School Board of Polk County was an agency of Polk County that administered the Polk County School District. The School Board of Polk County was managed by a Superintendent and, among others, by an Assistant Superintendent of

Facilities and Operations. The Assistant Superintendent of Facilities and Operations was responsible for developing long-range plans for facilities; planning; selecting and acquiring proper school sites; determining capacity, utilization, and educational adequacy of existing facilities; and constructing quality school buildings.

3. Defendant ROBERT L. WILLIAMS was employed by Polk County as the Assistant Superintendent for Facilities and Operations with the Polk County School Board. In that capacity, Defendant WILLIAMS was in a position to influence, recommend, and otherwise be involved in the process of determining whether the School Board would engage in commercial transactions with construction companies and subcontractors seeking to engage in commercial transactions with the School Board of Polk County. WILLIAMS owned a house and resided in Winter Haven, Florida.

4. Defendant M.M. PARRISH CONSTRUCTION CO. ("PARRISH") was a Florida Corporation. During the time period relevant to this Indictment, PARRISH received more than \$100 million worth of business as a "Construction Manager at Risk" ("CM") from the School Board of Polk County.

5. Defendant LLOYD WHANN was the Executive Vice President and one of the principal owners of PARRISH.

B. The Conspiracy

6. From in or about December 2004, and continuing through at least January 2009, the exact dates being unknown to the Grand Jury, within the Middle District of Florida and elsewhere,

**ROBERT L. WILLIAMS,
LLOYD WHANN, and
M.M. PARRISH CONSTRUCTION CO.,**

defendants herein, did knowingly and willfully combine, conspire, and agree with each other and with others, both known and unknown to the Grand Jury, to commit offenses against the United States, to wit:

(a) to corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received Federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(2); and

(b) being an agent of a county government, which county government received Federal assistance in excess of \$10,000 in a one-year period, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, or series of transactions of such county government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

C. The Objects of the Conspiracy

7. a) It was an object of the conspiracy for Defendant WILLIAMS, the School Board of Polk County Assistant Superintendent responsible for supervising and managing school construction, modification, and repair, to benefit himself by corruptly

soliciting and accepting things of value with the intent of being influenced and rewarded for supporting the business interests of defendants WHANN and PARRISH in connection with the School Board of Polk County construction contracting program.

b) It was further an object of the conspiracy for defendants WHANN and PARRISH, and others known and unknown to the Grand Jury, to corruptly give, offer, and agree to give things of value to Defendant WILLIAMS with the intent of influencing and rewarding WILLIAMS for his support of their business interests in connection with the School Board of Polk County construction contracting program.

D. Manner and Means of the Conspiracy

8. It was part of the conspiracy that Defendant WILLIAMS, while he was School Board of Polk County Assistant Superintendent responsible for supervising and managing school construction, modification, and repair, would and did corruptly solicit and accept things of value from PARRISH and WHANN, including: a) construction and remodeling worth approximately \$20,000 during 2006; b) construction and remodeling worth approximately \$20,000 in 2008; and c) vacation trips and other things of value totaling approximately \$14,000.

9. It was further part of the conspiracy that Defendants WHANN and PARRISH would and did corruptly offer, give, and agree to give things of value to WILLIAMS, including: a) construction and remodeling worth approximately \$20,000 during 2006; b) construction and remodeling worth approximately \$20,000 in 2008; and c) vacation trips and other things of value totaling approximately \$14,000, while WILLIAMS was employed by the School Board of Polk County.

10. It was further part of the conspiracy that Defendant WILLIAMS would and did corruptly exercise influence and extend favorable treatment to Defendant PARRISH, among others, in conjunction with school construction, modification, and repair in the Polk County school system in exchange for the many things of value given by Defendants WHANN and PARRISH.

11. It was further part of the conspiracy that conspirators would and did create records, perform acts and make statements to hide and conceal the purposes of and the acts committed in furtherance thereof.

E. Overt Acts

12. In furtherance of the conspiracy and to effectuate the objectives thereof, the following overt acts, among others, were committed in the Middle District of Florida and elsewhere.

1) In or about December 2004, Defendant PARRISH gave and Defendant WILLIAMS accepted a Beretta, Pietro S.P.A. Model 686 shotgun with an approximate value of \$2,000.

2) In or about April 2006, Defendant WILLIAMS solicited Defendant WHANN, who was acting on behalf of Defendant PARRISH, to come to WILLIAMS' house in Winter Haven, Florida, to have Defendant PARRISH perform renovation and repairs for the benefit of Defendant WILLIAMS.

3) In or about April 2006, Defendant WHANN directed Robert Morris, an agent of Defendant PARRISH, to supervise and perform renovation and repairs at WILLIAMS' house in Winter Haven, Florida, for the benefit of Defendant WILLIAMS.

4) In or about April 2006, Defendants WHANN and PARRISH caused Spec Systems to perform painting services at WILLIAMS' house in Winter Haven, Florida, with an approximate value of \$256, for the benefit of Defendant WILLIAMS.

5) In or about July and August 2006, Defendants WHANN and PARRISH caused the purchase of construction materials and supplies at Home Depot for installation at WILLIAMS' house in Winter Haven, Florida, with an approximate value of \$1,000, for the benefit of Defendant WILLIAMS.

6) In or about August 2006, Defendants WHANN and PARRISH caused Parker Glass to provide windows for installation at Defendant WILLIAMS' house, with an approximate value of \$253, for the benefit of Defendant WILLIAMS.

7) In or about July and August 2006, Defendants WHANN and PARRISH caused Quality Plumbing, Inc., to provide plumbing services and fixtures at Defendant WILLIAMS' house, with an approximate value of \$6,532, for the benefit of Defendant WILLIAMS.

8) In or about August 2006, Defendants WHANN and PARRISH caused Ceramic & Stone, Inc., to provide tile installation and materials at Defendant WILLIAMS' house, with an approximate value of \$2,990, for the benefit of Defendant WILLIAMS.

9) In or about August 2006, Defendants WHANN and PARRISH caused B.L. Smith Electrical, Inc., to provide electrical services and materials at Defendant WILLIAMS' house, with an approximate value of \$833, for the benefit of Defendant WILLIAMS.

10) In or about July through September 2006, Defendants WHANN and PARRISH caused PARRISH'S agent, Robert Morris, to supervise and perform construction work at Defendant WILLIAMS' house, with an approximate value of \$6,000, for the benefit of Defendant WILLIAMS.

11) In or about July through September 2006, Defendants WHANN and PARRISH caused employees of Defendant PARRISH to perform renovations and repairs at Defendant WILLIAMS' house, with an approximate value of \$1,800, for the benefit of Defendant WILLIAMS.

12) In or about November 2006, Defendant PARRISH provided and Defendant WILLIAMS accepted a trip to the Thunderstik Lodge in South Dakota, with an approximate value of \$3,500, for the benefit of Defendant WILLIAMS.

13) On or about October 23, 2007, Defendant WHANN executed an "application for payment" to Defendant WILLIAMS, in the amount of \$925 in an effort to conceal the true amount of the things of value given to Defendant WILLIAMS in conjunction with the 2006 repair and renovation project.

14) On or about October 26, 2007, Defendant WILLIAMS paid Defendant PARRISH \$925 in an effort to conceal the true amount of the things of value given to Defendant WILLIAMS in conjunction with the 2006 repair and renovation project.

15) In or about February 2008, Defendants WHANN and PARRISH provided a trip to the Gilchrist Club with an approximate value of \$2,000, for the benefit of Defendant WILLIAMS.

16) On or about April 18, 2008, Defendant WILLIAMS falsely represented to School Board officials that construction on a middle school construction project on which Defendant MM Parrish Construction Co. had been selected as the Construction Manager at Risk, was too far along in the process of construction to cancel the project.

17) In or about July 2008, Defendants WHANN and PARRISH caused the purchase of construction materials for Defendant WILLIAMS' house, with an approximate value of \$600, for the benefit of Defendant WILLIAMS.

18) In or about July 2008, Defendants WHANN and PARRISH caused Randy Dowd Plumbing Services, Inc., to supply plumbing services and fixtures at Defendant WILLIAMS' house, with an approximate value of \$8,810, for the benefit of Defendant WILLIAMS.

19) In or about July 2008, Defendants WHANN and PARRISH caused B.L. Smith, Inc., to provide electrical services and materials at Defendant WILLIAMS' house, with an approximate value of \$1,581, for the benefit of Defendant WILLIAMS.

20) In or about July 2008, Defendants WHANN and PARRISH caused Ceramic & Stone, Inc., to provide tile installation and materials at Defendant WILLIAMS' house, with an approximate value of \$3,138, for the benefit of Defendant WILLIAMS.

21) In or about August 2008, Defendants WHANN and PARRISH caused Labor Finders to perform labor services in conjunction with construction at Defendant WILLIAMS' house, with an approximate value of \$1,959, for the benefit of Defendant WILLIAMS.

22) In or about July through August 2008, Defendants WHANN and PARRISH caused PARRISH'S agent, Robert Morris, to supervise and perform construction work at Defendant WILLIAMS' house, with an approximate value of \$4,000, for the benefit of Defendant WILLIAMS.

23) In or about October 2008, Defendant PARRISH paid \$2,250 to Sassy Lady Charters for a trip for the benefit of Defendant WILLIAMS.

24) In or about October 2008, Defendants PARRISH and WHANN provided a week-long condominium stay in the Florida Keys, with an approximate value of \$3,000, for the benefit of Defendant WILLIAMS.

25) In or about October 2008, Defendant PARRISH paid approximately \$1,200 in travel and other vacation expenses for the benefit of Defendant WILLIAMS during WILLIAMS' vacation trip in the Florida Keys.

26) On or about November 5, 2008, Defendant WILLIAMS submitted a School Board agenda item concerning the construction of the BB Middle School.

All in violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH EIGHTEEN
(18 U.S.C. § 666, Bribery)

13. The allegations in the Introduction, paragraphs one through five are incorporated herein by this reference.

14. On or about the dates listed below in each count, in the Middle District of Florida and elsewhere,

ROBERT L. WILLIAMS,

the defendant, being an agent of county government, which county government

received Federal assistance in excess of \$10,000 in a one-year period, did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendant WILLIAMS, being an employee of the School Board of Polk County, corruptly solicited, accepted, and agreed to accept the following things of value from Whann and Parrish:

COUNT	APPROXIMATE DATE(S)	THINGS OF VALUE	APPROXIMATE VALUE
2	July and August 2006	Construction materials and supplies	\$1,000.00
3	July and August 2006	Plumbing services and fixtures	\$6,532.00
4	August 2006	Tile material and installation services	\$2,990.00
5	August 2006	Electrical services and materials	\$833.00
6	July through September 2006	Construction supervision and services	\$6,000.00
7	July through September 2006	Construction services and labor	\$1,800.00
8	November 2006	Trip to Thunderstik Lodge	\$3,500.00
9	February 2008	Trip to Gilchrist Club	\$2,000.00
10	July 2008	Construction materials and supplies	\$600.00
11	July 2008	Plumbing services and fixtures	\$8,810.00
12	July 2008	Electrical services and materials	\$1,581.00
13	July 2008	Tile material and installation services	\$3,138.00

COUNT	APPROXIMATE DATE(S)	THINGS OF VALUE	APPROXIMATE VALUE
14	August 2008	Labor services	\$1,959.00
15	July and August 2008	Construction supervision and services	\$4,000.00
16	October 2008	Sassy Lady Charters trip	\$2,250.00
17	October 2008	Condominium stay in Florida Keys	\$3,000.00
18	October 2008	Travel and vacation expenses	\$1,200.00

All in violation of Title 18, United States Code, Sections 666(a)(1)(B).

COUNTS NINETEEN THROUGH THIRTY-FIVE
(18 U.S.C. § 666, Bribery)

15. The allegations in the Introduction, paragraphs one through five are incorporated herein by this reference.

16. On or about the dates listed below in each count, in the Middle District of Florida and elsewhere,

LLOYD WHANN
and
M. M. PARRISH CONSTRUCTION CO.,

the defendants, did corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of county government, which county government received Federal assistance in excess of \$10,000 in a one-year period, in connection with any business, transaction, or series of transactions of such government involving anything of value of \$5,000 or more, to wit: Defendants M.M.

PARRISH CONSTRUCTION CO. and LLOYD WHANN corruptly offered, gave, and agreed to give to Robert L. Williams, an employee of the School Board of Polk County:

COUNT	APPROXIMATE DATE(S)	THINGS OF VALUE	APPROXIMATE VALUE	DEFENDANT
19	July and August 2006	Construction materials and supplies	\$1,000.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
20	July and August 2006	Plumbing services and fixtures	\$6,532.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
21	August 2006	Tile material and installation services	\$2,990.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
22	August 2006	Electrical services and materials	\$833.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
23	July through September 2006	Construction supervision and services	\$6,000.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
24	July through September 2006	Construction services and labor	\$1,800.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
25	November 2006	Trip to Thunderstik Lodge	\$3,500.00	M.M. PARRISH CONSTRUCTION CO.
26	February 2008	Trip to Gilchrist Club	\$2,000.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
27	July 2008	Construction materials and supplies	\$600.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
28	July 2008	Plumbing services and fixtures	\$8,810.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
29	July 2008	Electrical services and materials	\$1,581.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
30	July 2008	Tile material and installation services	\$3,138.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.

COUNT	APPROXIMATE DATE(S)	THINGS OF VALUE	APPROXIMATE VALUE	DEFENDANT
31	August 2008	Labor services	\$1,959.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
32	July and August 2008	Construction supervision and services	\$4,000.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
33	October 2008	Sassy Lady Charters trip	\$2,250.00	M.M. PARRISH CONSTRUCTION CO.
34	October 2008	Condominium stay in Florida Keys	\$3,000.00	LLOYD WHANN and M.M. PARRISH CONSTRUCTION CO.
35	October 2008	Travel and vacation expenses	\$1,200.00	M.M. PARRISH CONSTRUCTION CO.

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

FORFEITURES

17. The allegations contained in Counts One through Thirty-Five, of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

18. From their engagement in the violations alleged in Counts One through Thirty-Five of this Indictment, the defendants shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all of their interest in any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violations, representing the amount of proceeds obtained as a result of the conspiracy to commit bribery for which the defendants are jointly and severally liable and the substantive counts of bribery for which the defendants are also liable.

19. If any of the property described in paragraph eighteen, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL,

Foreperson

ROBERT E. O'NEILL
United States Attorney

By:

ROBERT T. MONK
Assistant United States Attorney

By:

ROBERT A. MOSAKOWSKI
Assistant United States Attorney
Chief, Tampa Division

By:

WILLIAM D. DILLON
Trial Attorney
Antitrust Division

By:

ROCHELLE BOZMAN
Trial Attorney
Antitrust Division