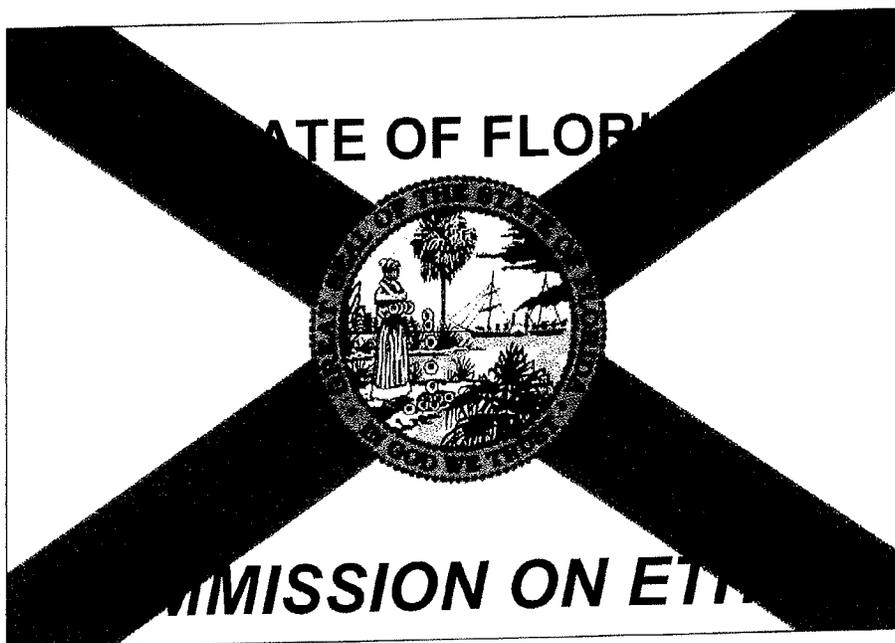


REPORT OF INVESTIGATION



Complaint Number 22-022

NOTICE CONCERNING CONFIDENTIALITY

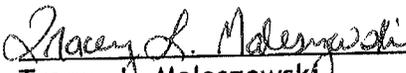
This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

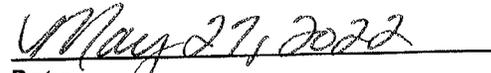
TITLE: ROGER BROOKS
Vice Mayor
Bonifay, Florida

COMPLAINT NO.: 22-022
Exhibit A through G

INVESTIGATED BY: 
Tracey D. Maleszewski

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority: 
Kerrie J. Stillman
Executive Director


Date

* * * *

**REPORT OF INVESTIGATION
COMPLAINT NO. 22-022**

(1) The Complainant, Beverly A. Gilley, alleges the Respondent, Bonifay (City) Vice Mayor Roger Brooks, violated the Code of Ethics for Public Officers and Employees. In particular, the complaint alleges:

- A. The Respondent misused his official position by attempting to influence pending judicial proceedings, involving theft of utilities, for the benefit of a constituent;
- B. The Respondent, with an intent to seek re-election, asked City personnel to do "personal favors" for, and "take care" of, certain constituent property owners using City resources;
- C. The Respondent misused his official position by demanding that a local business owner "clean up" privately-owned property for a privately held annual event held by an organization of which the Respondent is a long-time member;
- D. The Respondent is alleged to be the only Councilman who has a cell phone paid for by the City and that the Respondent avails it for his personal use;
- E. The Respondent misused his official position and public resources within his trust, to have a fence erected alongside his private property that solely benefits the Respondent and his private property;
- F. The Respondent directs City employees to do personal chores for him at his residence, including taking trash to the City yard dumpster and purchasing and delivering alcoholic beverages to the Respondent's residence;
- G. The Respondent attempted to facilitate the expenditure of public funds to defer the costs of improvements made to a private property owned by the Kiwanis Club, an organization of which the Respondent is a long-time member; and
- H. The Respondent allegedly requested that the City staff "help" him get re-elected by providing services to constituents on behalf of the Respondent, using City resources.

(2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8(g)(2), Florida Constitution (Disproportionate Benefit), and Section 112.313(6), Florida Statutes (Misuse of Public Position).

(3) The Respondent was elected to the City Council in 1979, has served as a Council member consecutively since that time, and currently serves as Vice-Mayor.

A. Allegation Respondent Attempted to Influence Judicial Proceedings

(4) The Complainant stated she was employed as the Bonifay City Clerk for five years, and tendered her resignation on April 25, 2022.

(5) The Complainant alleges the Respondent contacted then-City Code Enforcement Officer Darryl Williams multiple times at the beginning of 2020, to question him about the status of code enforcement cases of properties at 203 and 211 Arretta Street. Mr. Williams

wrote a summary of his interactions with the Respondent, which is attached as page 7 of the complaint. Mr. Williams is no longer employed by the City.

(6) The Respondent said the previous Code Enforcement Officer (Williams) was a personal friend of his, and he made an inquiry to Mr. Williams about the status of the property at 203 Arretta Street because he (Respondent) walks by the property every day and had noticed the poor condition of the property. He said that, to the best of his recollection, he was just making conversation with Mr. Williams when he made the inquiry. The Respondent reported he spoke with Mr. Williams another time when he saw him working on Arretta Street, and asked him again, in general conversation, about the status of the Arretta Street property. The Respondent acknowledged he told Mr. Williams he was considering buying the property, but said he did not expect Mr. Williams to provide him with any information he could not have found on his own through a public records search. He said he did not recall asking Mr. Williams about the code enforcement status of the property at 211 Arretta Street.

(7) Holmes County Property Appraiser records reflect the Respondent was the previous owner of the property at 211 Arretta Street, and he sold the property on October 21, 2013.

(8) Mr. Darryl Williams communicated via telephone that he served in the position of City Code Enforcement Officer from January 2020 through May 2021. He advised he was trained as a police officer and his practice was to document all incidents in writing as soon as possible following the occurrence. Mr. Williams said he believed he gave a verbatim account of the actions that transpired between himself and the Respondent in the letter he provided to the Complainant (page 7 of the complaint). He confirmed the Respondent asked him about the status of properties at 203 and 211 Arretta Street. Mr. Williams added that the Respondent expressed an interest in purchasing the property at 203 Arretta Street.

(9) Mr. Williams also recalled the Respondent asked him how many code enforcement citations he had issued to area resident properties, and told him that he "stirred up a hornet's nest." Mr. Williams said the Respondent's inquiries caused him to feel uncomfortable fulfilling the requirements of his job. He stated that when he told the Respondent that his inquiries were making him feel uncomfortable, the Respondent walked away from him and would no longer acknowledge him.

(10) The Complainant further alleges the Respondent entered the office of City Code Enforcement Officer Rodney Coffey in December 2021, and accused Mr. Coffey of harassing an East Evans Avenue resident by attempting to make her clean up her property. The Complainant maintains the Respondent routinely criticizes City personnel for issuing code enforcement violation citations. Mr. Coffey's written summary of his interaction with the Respondent is attached as page 11 of the complaint.

(11) Mr. Coffey related that he has been employed as City Code Enforcement Officer since June 2021. He said the Respondent has questioned him about the status of code enforcement cases on several occasions. Mr. Coffey added the Respondent made multiple inquiries about the status of an Evans Avenue property. He stated the Respondent initially asked him whether a code enforcement citation had been issued to the resident at the Evans Avenue address and,

when he informed the Respondent he had issued a citation, the Respondent told him that he had seen the property, that he did not see anything wrong with the property, and he questioned why Mr. Coffey had issued a citation. Mr. Coffey said the Respondent declared, "That's her yard. If she wants it like that, she can have it like that."

(12) Mr. Coffey stated the homeowner of the Evans Avenue property claimed the overgrowth on the property was the City's responsibility, due to the fact there was overgrowth on the easement the City previously had maintained. Mr. Coffey recalled he requested that the City Superintendent's staff clean up the easement on the Evans Avenue property in an attempt to encourage the property owner to clean up the remainder of her property. Mr. Coffey noted he gave the Evans Avenue property owner additional time to bring her property into code compliance and, when no action was taken by the homeowner, he issued a citation.

(13) Mr. Coffey stated the Respondent told him he was harassing the Evans Avenue homeowner by sending her a code enforcement citation. He reported the Evans Avenue homeowner did not pay the code enforcement fine and refused to accept registered mail delivery of code enforcement correspondence. Mr. Coffey said he was told by the City Superintendent that the Respondent advised the homeowner not to accept registered mail deliveries sent from the code enforcement office.

(14) Mr. Coffey expressed that he felt the Respondent's actions interfered with his ability to fulfill his role as a code enforcement officer. Mr. Coffey added that no other City Council member has requested that he take a particular action regarding code enforcement matters. He recalled that he was warned by the Complainant, prior to his employment as a code enforcement officer, that the Respondent would try to influence him. He stated, "I can deal with him, and I have, I've not caved in to him, but that's all. He's a bully. He thinks he's in charge of everything and he acts accordingly."

(15) Employment recommendations for the position of City Code Enforcement Officer are made jointly by the City Clerk and the Chief of Police. That joint recommendation is then approved by the City Council. City Code Enforcement Officers are supervised by the City Clerk and Chief of Police. A decision to terminate a City Code Enforcement Officer could be made by the City Council, either on their own motion, or based on the recommendation of the City Clerk and the Chief of Police.¹

(16) City Attorney Michelle Jordan communicated via telephone that the City does not have a policy that prohibiting Council members from directly communicating with City personnel. She advised the City does not have a City Manager or City Administrator; rather, the Mayor supervises the majority of City personnel.

(17) City Superintendent Trey Barbee reported that he and his staff cleaned up the Evans Avenue property easement at Mr. Coffey's request. He stated the Respondent then asked to meet him at the Evans Avenue property, and the Respondent asked him why the Code Enforcement Officer was citing the homeowner for code enforcement violations. Mr. Barbee said the Respondent told him that he had directed the homeowner to ignore all code

¹ City of Bonifay organizational chart is attached as Exhibit A.

enforcement correspondence. He said, to his knowledge, the Respondent does not have a personal relationship with the Evans Avenue homeowner; rather, the homeowner is a constituent of the Respondent's. Mr. Barbee said, "If you are alive and breathing and can vote, you can probably get something out of him (Respondent)."

(18) The Respondent stated the Evans Street property owner, Ms. Annie Thompson, is a 93-year-old constituent who telephoned him and told him she received a bill from the City for cleaning the easement on her property. He said he contacted Mr. Barbee and requested to meet at the Evans Street property to see what the property owner was describing. The Respondent stated he then contacted Mr. Coffey to ask why the resident had received a bill. He said Mr. Coffey explained the City had not sent the Evans Street property owner a bill for cleaning up the easement, but instead had sent the resident a citation for the failure to clean up the remainder of the private property.

(19) The Respondent denied advising the Evans Street homeowner to refuse delivery of registered mail correspondence. He explained the homeowner is a constituent he was trying to help and he affirmed the property owner is not a relative or an individual with whom he has a personal or business relationship. The Respondent maintains he does not know the current status of the Evans Street property code enforcement matter.

(20) With regard to his interactions with the City Code Enforcement Officers, the Respondent stated, "I don't remember asking for any leniency for anybody." He added he understands that code enforcement officers have rules they have to follow.

(21) The Complainant alleges the Respondent attempted to influence judicial proceedings involving the theft of utilities to benefit a constituent. The Complainant related that City resident Tamphus Messer reconnected his City water supply following the disconnection of his water service due to lack of payment.

(22) The Complainant explained that City water bills are due on the first of each month, a late fee is assessed on the 15th, and utilities are disconnected on the 25th in cases where the bill remains unpaid. She advised the City Water Department routinely monitors disconnected utility boxes to ensure water service has not been reconnected. The Complainant noted the standard procedure when the Water Department discovers water service has been reconnected by the homeowner is to refer the matter to the City Police Department. She said the Police Department refers the matter to the State Attorney's Office, and the homeowner then receives a notice to appear before a Holmes County Judge. The Complainant advised that Mr. Messer paid his water bill and all fees prior to the time he was scheduled to appear before the County Judge and his case was dismissed.

(23) The Complainant recalled the Respondent contacted her on March 20, 2020, to inquire about the status of Mr. Messer's case. She said she informed the Respondent of the status and he replied that "he had to help this guy [Mr. Messer]," and he would contact (County Judge) Luke Taylor on behalf of Mr. Messer. The Complainant added the Respondent was upset Mr. Messer's case had been referred to law enforcement and the Respondent declared his intention to contact Judge Taylor to have the charges dropped. The Complainant reported she cautioned

the Respondent against contacting Judge Taylor because she believed doing so would be an ethics violation. She said the Respondent replied that he had to help Mr. Messer and he hung up the telephone. The Complainant related that the Respondent did not ask her to take any action regarding this matter.

(24) City water service account records reflect that Mr. Messer's water service was disconnected on Monday, November 25, 2019.²

(25) The Respondent reported he received a telephone call from Mr. Messer who explained to him that he (Messer) returned home, after business hours, following an extended out of town hospital stay with his wife. He said when Mr. Messer returned home and discovered that his water service had been disconnected, he reconnected the water service to have water during the night because City offices were closed and there was no one available to contact to have the water service reconnected. The Respondent acknowledged he contacted the Complainant to request the status of Mr. Messer's case because Mr. Messer is a constituent who had asked for his help. However, he denies taking any action following the status inquiry. He said he did not speak to Judge Taylor or any other individual about Mr. Messer's water service following his telephone call with the Complainant.

(26) Mr. Messer communicated via telephone that, in the Fall of 2019, he returned home following his wife's 10-day hospital stay in Pensacola. He reported that he arrived at his home around 7 p.m., discovered that his water service had been disconnected, and attempted to contact City Hall to have his utilities reconnected. Mr. Messer stated that when there was no answer at the City offices, he reconnected his water service himself to have access to water that evening, and he went to City Hall the next day to pay his bill.

(27) Mr. Messer confirmed that, a few months after he reconnected his utilities, he contacted the Respondent concerning the theft of utilities case that had been generated as a result of his reconnection of his water service. He related that the Respondent later telephoned him and told him that he (Respondent) had spoken to the Complainant about the status of the theft of utilities case, and said he was unable to provide any assistance because the matter had been sent to the County Court.

(28) Mr. Messer stated the Respondent did not ask him for political support or for anything else in exchange for providing information regarding the status of his theft of utilities case.

(29) Judge Luke Taylor communicated via telephone that the Respondent did not contact him with regard to Mr. Messer's theft of utilities case.

(30) Holmes County Clerk of Court records reflect that Mr. Messer's case was dismissed by the prosecutor on July 9, 2020, prior to the case being heard by Judge Taylor.³

² A copy of Mr. Messer's water bill payment history is attached as Exhibit B. Mr. Messer's water service was disconnected on Monday, November 25, 2019.

³ A summary of Holmes County Court records for Tamphus Messer's theft of utility services case is attached as Exhibit C.

B. Allegation Respondent Asked City Personnel to do Personal Favors for Constituents

(31) The Complainant alleges the Respondent directs City personnel to do personal favors for, and take care of, constituent property owners, using City resources. The Complainant stated that, prior to the Respondent's re-election on March 23, 2021, the Respondent contacted former City Superintendent Jack Marell on numerous occasions to request the City Road Department perform work for local residents to curry their favor. She reported that Mr. Marell entered her office on March 15, 2021, to voice his frustration about having to do favors for local residents at the Respondent's request. She added that Mr. Marell voiced his concern that the Respondent was "buying votes" using City resources. The Complainant said that Mr. Marell did not provide her with specific details about the personal favors requested of him by the Respondent.

(32) Current City Superintendent Barbee affirmed that during the time prior to the Respondent's re-election in 2021, the City Superintendent's office received requests from the Respondent to help local citizens and organizations. Mr. Barbee said he was employed in the City Superintendent's office at the time the Respondent made the requests, but the requests were made directly to Mr. Marell, and he said he did not know the nature of the specific requests the Respondent made to Mr. Marell. He said that Mr. Marell complained to him about receiving frequent requests from the Respondent prior to his re-election, and, to his knowledge, the requests stopped following the Respondent's re-election.

(33) Mr. Barbee added that, to his knowledge, the other four City Council members did not ask Mr. Marell for personal favors for themselves or their constituents, and have not asked for personal favors from him or his staff since he has been the City Superintendent.

(34) The Respondent expressed his belief that the role of a City Council Member is to assist their constituents. He said he never requested that Mr. Marell perform personal favors for him or for anyone in his community. The Respondent indicated that his practice was to contact Mr. Marell whenever he received a constituent complaint for which he (Marell) was able to provide assistance.

(35) Former City Superintendent Jack Marell passed away August 12, 2021.

C. Allegation Respondent Demanded a Local Business Owner "Clean Up" Private Property

(36) The Complainant alleges the Respondent asked local resident Larry Cook to clean up his business property because the property is located near the site of the annual Bonifay Kiwanis Club rodeo. She maintains the Respondent is a long-time member of the Kiwanis Club. The Complainant said she received a telephone call from Mr. Cook a short time prior to the annual Kiwanis Club rodeo. She advised that Mr. Cook complained to her that the Respondent had visited him and asked him to clean up his property. The Kiwanis Club rodeo took place on October 5, 2017.

(37) Mr. Larry Cook, the Bonifay Fire Chief, and owner of Son's Tires in Bonifay, communicated via telephone that the Respondent visited his business property two weeks prior to the 2017 Bonifay Kiwanis Club Rodeo. He said the Respondent made a special trip by his business to mention to him that the rodeo would be taking place soon and to ask that he clean up his business storefront because the rodeo parade passes directly in front of his business. Mr. Cook said he did not know why the Respondent went out of his way to ask him to clean up his property because he had closed his business the weekend of the rodeo every year for the prior 30 years. He noted that every year he puts away all his work equipment and pressure washes the front of the business so that citizens can use his storefront as a venue from which to watch the parade. Mr. Cook said he believed the Respondent made his request to clean up the storefront in his role as Councilman, not as a Kiwanis Club member or a private citizen. He noted that his establishment is a high volume tire store that often has 100 used tires on the premises each day, but he clarified that the used tires are also disposed of properly every evening.⁴ Mr. Cook confirmed he called the Complainant to complain about the Respondent's visit and cleaning request because he felt the Respondent's behavior was not appropriate for a City Council member.

(38) The Respondent advised that he approached Mr. Cook, the owner of Son's Tires, in a personal capacity, as a friend, and requested that Mr. Cook clean up the front of his property. The Respondent said, to the best of his recollection, citizen complaints had been made concerning the appearance of Mr. Cook's property, and he was attempting to remedy the problem. He said he did not recall which individuals had made the complaints. The Respondent related that Mr. Cook voiced a strong reaction in response to his request to clean the property, and asked him to leave. The Respondent indicated that Mr. Cook has since made a significant effort to make his part of the business district more presentable. He said he never introduced himself as a Councilman or requested that the property be cleaned up on behalf of the City. The Respondent stated that he did not think his interaction with Mr. Cook took place near the time of the annual Kiwanis Club rodeo. However, the Respondent added that he did not recall what year his conversation with Mr. Cook took place. The Respondent advised that he does not live or have business interests near Mr. Cook's business.

D. Allegation Respondent Uses City Cell Phone for Personal Use

(39) The Complainant alleges the Respondent was assigned a cell phone some time prior to her tenure with the City. She said when she began her job as City Clerk five years ago, the Respondent and one other Council member had a City-issued cell phone. She added the other Council member returned their City-issued cell phone following a failed re-election bid.

(40) The Complainant said the Respondent was not asked to return his cell phone to the City prior to the instant complaint being filed. She said, following the filing of the complaint, the Respondent discontinued use of the City cell phone and purchased a new personal cell phone. The Complainant said service to the Respondent's City issued cell phone was discontinued in April 2022.

⁴ A June 2017 photo of Son's Tires store front is attached as Exhibit D. Mr. Cook confirmed the photo is an accurate representation of the business store front during times the store is open.

(41) The March 7, 2022, City of Bonifay Verizon statement summarizes the cell phone usage of the cell phones and jet packs being used by City employees.⁵ The Complainant identified the cell phone number (850) 527-2957, labeled on the statement as LEG, as being the phone number previously used by the Respondent. She stated the City provides cell phones for the City Superintendent, police officers, utility clerk, and water and street department employees who are required to work away from their office. The Complainant advised the Respondent's City cell phone bill was in the name of Mary Gibson, the former Bonifay City Clerk.

(42) The Verizon bill for the Respondent's cell phone number reflects that the plan provided unlimited text messaging and unlimited data, with a 1000 minute allowance for mobile to mobile minutes. The March 7, 2022, Verizon bill reflects the Respondent used 97 of the allotted 1000 mobile to mobile minutes and 103 calling plan minutes, which were billed at a cost of \$5.30. The bill also reflects the Respondent sent 10 picture or video messages and received 126 picture or video messages, for a combined cost of \$34.00.

(43) The Respondent related that, in years past, every Council member, the Mayor, and other City personnel were issued a cell phone by the City. He said he was not aware the other Council members did not have a City-issued cell phone prior to a complaint being filed. The Respondent said that as soon as he became aware he was the only Council member with a City-issued cell phone, he immediately replaced the phone with a new personal cell phone. The Respondent added that he returned the City-issued cell phone to the City in April 2022.

(44) The Respondent said it was his practice to use the City-issued cell phone for City business and he noted that he also had a personal flip phone as well as a home landline telephone at the time he had the City-issued cell phone, and it was his practice to use the flip phone and home phone for personal calls.

E. Allegation Respondent Used His Position to Have a Fence Erected on Private Property

(45) The Complainant alleges the Respondent used his position as a City Council member and Cemetery Committee member to have a fence bordering his property replaced following Hurricane Michael. The Complainant said she is uncertain when the fence was first erected, and explained the original fence was destroyed by Hurricane Michael in 2018. The Complainant contends that the Respondent repeatedly asked then-City Superintendent Marell to replace the fence bordering his property following Hurricane Michael. She claims the fence benefits the Respondent because it borders the North side of his home separating his property from the City-owned cemetery. The Complainant also noted that none of the other residential properties adjacent to the City Cemetery have a fenced border.

(46) Former City Cemetery employee Dale Roberts communicated via telephone that the fence separating the Respondent's property from the cemetery was originally constructed around 1995 or 1996. He stated the fencing materials were provided by Mr. and Mrs. Maston

⁵ A copy of the March 7, 2022, City of Bonifay Verizon bill summary, overview of lines, and monthly charges for the cell phone number assigned to the Respondent are attached as Composite Exhibit E.

Barden, local garden club members, and the installation of the fence was completed by City Cemetery employees. Mr. Roberts said it was his recollection that the garden club wanted to provide a visual barrier between the cemetery and homes bordering the cemetery. Mr. Roberts added that the original fence was installed on City Cemetery property. He added that both Mr. and Mrs. Barden are deceased.

(47) The Respondent stated that he has never served as a member of the Bonifay Cemetery Committee; rather, he is a non-voting City Council member liaison to the Cemetery Committee. The Respondent estimated that the fence located between the North and West sides of his property and the City Cemetery was erected around 1995. He said his recollection is that the Cemetery Committee purchased the materials for the fence and cemetery employees constructed the fence. He said the fence was destroyed in 2018 during Hurricane Michael, and said he believes the funds used to reconstruct the fence were FEMA funds. The Respondent said, following Hurricane Michael, Mr. Marell traveled around the City with a FEMA representative, and Mr. Marell and the FEMA representative made the determination of how to spend the FEMA funds to repair damages caused by Hurricane Michael. He said the fence belongs to the City-owned cemetery, not to his property or any residential properties adjacent to the cemetery. The Respondent noted that he also has a hog wire fence on the South side of his property that he jointly purchased with his neighbor.

(48) A July 2, 2019, note signed by Mr. Marell states that FEMA approved the replacement of the cemetery fence damaged by Hurricane Michael, up to a cost of \$12,000. Mr. Marell wrote, "Since Council approved to use FEMA for such storm related damage as required and approved by FEMA, the funds can be spent."⁶

(49) Mr. Barbee confirmed that Mr. Marell and the FEMA representative determined how the allotted FEMA funds were to be dispersed. He said he did not participate in the FEMA fund distributions. Mr. Barbee reported that the Respondent's property is the only property adjacent to the City Cemetery that is bordered by a privacy fence, and he noted there are three or four other homes adjacent to the cemetery.

(50) Repeated attempts to contact Christopher Tate, a.k.a. "Mr. Fence," the owner of the fencing company used for the 2019 cemetery fence replacement have been unsuccessful.

F. Allegation Respondent Directed City Personnel to do Personal Chores for Him

(51) The Complainant alleges the Respondent telephoned City Superintendent Barbee in December 2021, during work hours, at a time that he (Barbee) was working on a City sewer project, and asked him to leave the sewer project to go to the Respondent's house to assist him with putting away his Christmas tree. She said the Respondent insisted that Mr. Barbee leave his City work project in order to drive to his home.

(52) The Respondent recalled that, in December 2021, he saw Mr. Barbee drive past his home. He said he telephoned Mr. Barbee and asked him to come back to his house. When Mr.

⁶ Copies of former City Superintendent Marell's note and the fence replacement invoice are attached as Composite Exhibit F.

Barbee arrived at his home, the Respondent said he asked Mr. Barbee to help place a Christmas tree on a shelf in his garage. The Respondent acknowledged that Mr. Barbee was working for the City at the time he asked him to come to his home. The Respondent said he believes he and Mr. Barbee also discussed City business during the time Mr. Barbee was at his home. However, the Respondent did not recall specific details about the conversation he had with Mr. Barbee when they were at his home.

(53) Mr. Barbee stated he has been employed as the City Superintendent since September 2021, and has worked in the City Superintendent's office a total of 6 years. He explained that his role as City Superintendent is to oversee the City Parks and Recreation, Street Department, Water Distribution, Sewage, City Cemetery, and Animal Control. Mr. Barbee confirmed the Respondent telephoned him while he was working on a City project and requested he drive to the Respondent's house. Mr. Barbee said he told the Respondent he was busy working at a City project site and asked whether he could send another member of his staff, but the Respondent replied that he needed Mr. Barbee to be the person to come to his home because he needed someone tall to assist him. He related that when he arrived at the Respondent's home, the Respondent asked him to place a Christmas tree on a shelf for him. Mr. Barbee advised he was a few miles away at the time he was asked to go to the Respondent's home, and he estimated it took him approximately half an hour to help the Respondent.

(54) The Complainant further alleges the Respondent directs City employees to do chores for him in his home. She said the Respondent requested that Mr. Barbee load trash and take it to the City dumpsters in January 2022. The Complainant said the standard policy for City residents is to place trash on the right-of-way, then the trash is picked up by the City and the resident receives a bill for the service. She said the typical fee is \$50 per truck load for disposal of large items and other household waste. She said the Respondent asked Mr. Barbee to come onto his property to pick up his trash instead of placing it on the right-of-way, and she alleges the Respondent was not billed for this service.

(55) The Respondent said he has no recollection of asking City employees to come into his yard to pick up trash.

(56) Mr. Barbee stated that he did not recall being asked to remove trash from the Respondent's property. However, he advised that he was aware of other instances where City employees have been asked to go to the Respondent's home, during a time the employees are "on the clock," to help the Respondent remove items from his home or to move furniture within the Respondent's home. Mr. Barbee said in the other instances when City personnel left work to assist the Respondent at his home, the Respondent had contacted Mr. Marell who then dispatched staff members to the Respondent's home. He did recall specifically that Assistant City Superintendent Chris Johnson and former City employee Dennis Brunk had been asked to perform work at the Respondent's request.

(57) Assistant City Superintendent Chris Johnson communicated via telephone that he was directed by Mr. Marell to make improvements to a softball field used by the Bonifay First Baptist Church, an organization of which the Respondent is a member. Mr. Johnson said Mr.

Marell told him the work was being done at the Respondent's request. He reported that he utilized a state inmate work crew and City-owned equipment to make the improvements the Respondent requested. Mr. Johnson estimated that the improvements on the softball field were made in 2019, and said the crew worked on the field for two days. He reported that the inmate crew was "spike dragging" the field to remove grass and debris, and to level the softball field. Mr. Johnson said he is not certain who owns the softball field used by the Bonifay First Baptist Church.

(58) The Respondent said the softball field used by the Bonifay First Baptist Church is a City-owned field that is currently being leased to the Church. He said he does not recall asking anyone to make any improvements or to do any work on the softball field.

(59) Holmes County Property Appraiser records reflect the lot used by the Bonifay First Baptist Church as a softball field is owned by the Holmes County Commission.⁷

(60) The Complainant alleges the Respondent asked City employee Dennis Brunk to purchase and deliver alcohol to his home on a routine basis because the Respondent did not want to be seen purchasing alcohol for himself. She said she does not know whether the alleged deliveries took place during City work hours. Mr. Brunk is no longer employed by the City. The Complainant said she learned about Mr. Brunk's alleged work on behalf of the Respondent from Mr. Barbee.

(61) The Respondent denied requesting any City employee to purchase and deliver alcohol to his home, and, he added that he does not drink alcohol.

(62) Mr. Dennis Brunk communicated via telephone that he was employed by the City of Bonifay for 22 years. He stated the Respondent never asked him to perform any personal favors during his tenure with the City, and specifically, never requested that he purchase and deliver alcohol to the Respondent's home. Mr. Brunk said, "I never bought that man no alcohol," and he added, "I don't believe Roger (Respondent) drinks."

G. Allegation Respondent Attempted to Facilitate Expenditure of Funds for Kiwanis Club-Owned Property

(63) The Complainant alleges the Respondent attempted to use City funds to pay for milled asphalt laid on private property owned by the Kiwanis Club. The Complainant related that in July 2021, former City Bookkeeper Sandy Prindle came into her office and told her that the Respondent asked her (Prindle) to draft a City check for \$10,000 to the Bonifay Kiwanis Club. The Complainant said Ms. Prindle asked her whether the expenditure had been approved by the City Council. The Complainant said she told Ms. Prindle the expenditure had not been authorized by the City Council and she asked Ms. Prindle to let the Respondent know that she (Complainant) had denied his request. The Complainant reported that the following Monday, July 12, 2021, the Respondent gave Ms. Prindle an invoice for \$2,500 from the Kiwanis Club. The Complainant said that because the City Council had a meeting

⁷ Holmes County Property Appraiser's Office record of the lot used as a softball field by the Bonifay First Baptist Church is attached as Exhibit G.

scheduled that same day, she decided to discuss the invoice at the City Council meeting. The Complainant also advised that the City procurement policy requires Council approval for purchases over \$2,500.

(64) Minutes from the July 12, 2021, Bonifay City Council Meeting reflect the Complainant, in her role as City Clerk, presented an invoice from the Kiwanis Club for a "donation" of \$2,500. The Respondent explained during the meeting that the invoice was to pay for a portion of the Kiwanis Club parking area improvement. Two Council members raised concerns regarding the legality of using City funds to improve property owned by a private entity. The City Council voted to table the matter until the City Attorney could research the issue. The matter was tabled on a 4-1 vote by the Council with the Respondent voting against the motion.

(65) Minutes from the July 26, 2021, Bonifay City Council Meeting reflect the City Council revisited the tabled item regarding the Kiwanis Club invoice for \$2,500. During the meeting, Kiwanis Club President Miranda Hudson stated the Kiwanis Club purchased milled asphalt to improve the parking area near the County recreation area in May 2021. She told the Council the Kiwanis Club had received notice that the Holmes County Commission and the Bonifay City Council would help fund the parking area improvement expense, but she said she did not know which individual from the City had committed the funds to the Kiwanis Club for such payment. Ms Hudson said she sent the Respondent an invoice for \$2,500 to pay for a portion of the parking lot improvement because she noticed the Kiwanis Club had not received a payment from the City. Ms. Hudson then requested that the City Council make a \$2,500 donation to the Kiwanis Club. Following discussion, no motion was made by the City Council to pay the Kiwanis Club invoice.

(66) The Respondent said his request for the City to pay \$10,000 for improvements to the Kiwanis Club property was an error, and he explained the \$10,000 amount was the total cost of the milled asphalt expense, not the amount of the expense the Kiwanis Club was requesting from the City. He said it was his understanding that the Bonifay Kiwanis Club, the Holmes County Commission, and the Holmes County Development Commission agreed to contribute \$2,500 each for crushed asphalt to be spread in the parking area near the Holmes County Recreation Center. The Respondent said the property is owned by the Bonifay Kiwanis Club, but is primarily used by the Holmes County Recreation Center.

(67) The Respondent said he has been a member of the Bonifay Kiwanis Club for approximately 25 years. He said he was not an officer in the Club at the time the Kiwanis Club requested a donation from the City for the milled asphalt. The Respondent said Kiwanis Club President Hudson gave him an invoice for \$2,500 for the asphalt expense and he passed along the invoice to the City Bookkeeper. He said the Kiwanis Club President asked him to take the invoice to the City because he happened to run into her at the lumber supply store where she is employed. The Respondent said he told Ms. Hudson that he would take the request to the City for consideration of the purchase because he did not have the authority to make purchasing decisions as an individual council member. He said he gave the invoice to the City Bookkeeper because he believed it was the normal practice to give the bookkeeper all invoices, and the bookkeeper would then pay the invoice or take the invoice to the Council for

approval. The Respondent said his request was not approved by the City Attorney and payment of the invoice was rejected by the Bonifay City Council. He said a discussion about having the City contribute a portion of the milled asphalt expense took place during a Kiwanis Club meeting but there was no confirmation from the City that funds would be contributed.

(68) Ms. Miranda Hudson, then-Kiwanis Club President, communicated via telephone that in the Spring of 2021, the Kiwanis Club made improvements to an area of a local community park, and the Club reached out to the local community for financial support to pay for the project.

(69) Ms. Hudson said the Kiwanis Club members discussed reaching out to the Holmes County Commission and the Bonifay City Council to ask for assistance with the park improvement expenses. She said the Club members were under the mistaken impression that the City had agreed to pay for a portion of the expense, but she does not know why the Kiwanis Club believed the City would assist in paying for the parking lot improvement expense. Ms. Hudson surmised that an informal conversation took place between a Kiwanis Club member and either a City employee or City Council member, during which support for the project was expressed, and this may have been misinterpreted as a commitment to help pay for the expense.

(70) Ms. Hudson advised that she is employed at a local lumber supply business, and, one day when she saw the Respondent at that business, she asked him whether the City would contribute to the parking lot expense. She said the Respondent told her he would look into whether the City could contribute to the Kiwanis Club expense. Ms. Hudson said she sent the Respondent an invoice for a portion of the Kiwanis Club parking lot improvement expense and he advised her that she should address the entire Council at a regularly scheduled meeting. She stated the Respondent never promised to have the City pay the expense and that he only agreed to take the invoice to the City for consideration of payment.

H. Allegation Respondent Requested City Staff to "Help" Him Get Re-elected by Providing Services to Constituents

(71) The Complainant alleges the Respondent asked then-City Superintendent Marell to campaign for him and to provide services to constituents on the Respondent's behalf. She said Mr. Marell complained to her that he was tired of having to "politic" for the Respondent and having to use City staff and resources to benefit the Respondent. The Complainant said Mr. Marell did not provide her with specific details about how he was asked to "politic" for the Respondent.

(72) Mr. Barbee confirmed he was contacted by the Respondent, prior to his re-election in 2021, and the Respondent asked for his vote and assistance in "spreading the word" to his friends to vote for the Respondent. Mr. Barbee said Mr. Marell informed him that other City Superintendent's office staff members were contacted by the Respondent, prior to his re-election, and asked to vote for and support the Respondent, but Mr. Barbee related that he did not personally know which other employees had been contacted.

(73) Mr. Barbee also stated that Mr. Marell complained to him about being repeatedly asked to use City resources to assist the Respondent during his re-election efforts. However, Mr. Barbee affirmed he did not have specific knowledge of the type of requests the Respondent allegedly made of Mr. Marell.

(74) The Respondent said he never asked Mr. Marell to campaign for him and he never asked Mr. Marell to use City resources to benefit local residents on his behalf.

(75) The Respondent denied asking City employees to campaign for his re-election.

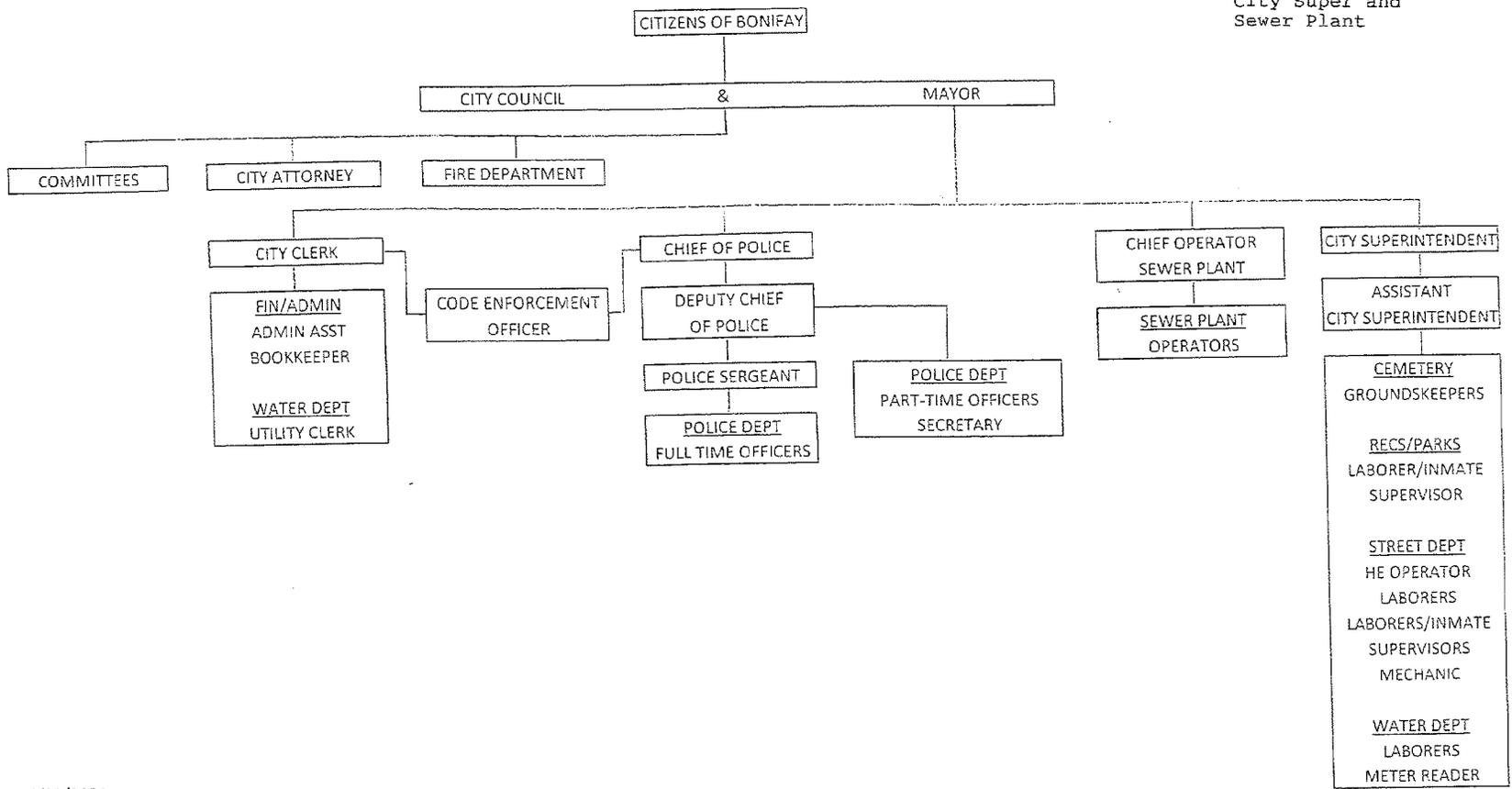
END OF REPORT OF PRELIMINARY INVESTIGATION

EXHIBIT A

EXHIBIT A

CITY OF BONIFAY
ORGANIZATIONAL CHART

OPTION 2
If Mayor is over
City Super and
Sewer Plant



8/23/2021

A-1

EXHIBIT B

EXHIBIT B

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
05/01/2020	008886	Bill		3/15- 4/15 05/15	66.49		66.49
04/16/2020	008879	Payment	262330	458217		66.49	0.00
04/01/2020	008851	Bill		2/15- 3/15 04/15	66.49		66.49
03/13/2020	008834	Payment	260597	433070		66.49	0.00
03/01/2020	008809	Bill		1/15- 2/15 03/15	66.49		66.49
02/14/2020	008797	Payment	258897	206638		66.49	0.00
02/01/2020	008765	Bill		12/15- 1/15 02/15	66.49		66.49
01/10/2020	008747	Payment	257159	288089		66.49	0.00
01/01/2020	008723	Bill		11/15-12/15 01/15	66.49		66.49
12/19/2019	008718	Payment	256117	679479		171.86	0.00
12/19/2019	000000	Memo	256117	Ex CUT-PMT 171.86CR			171.86
12/16/2019	008714	Late Charge			6.66		171.86
12/01/2019	008680	Bill		10/15-11/15 12/15	66.49		165.20
11/25/2019	008674	Cutoff		Disconnect Fee	25.00		98.71
11/25/2019	008666	Memo		Cutoff Posting			73.71
11/18/2019	008666	Late Charge			6.66		73.71
11/01/2019	008629	Bill		9/15-10/15 11/15	66.49		67.05
10/21/2019	008613	Payment	252901	1158		72.59	0.56
10/21/2019	000000	Memo	252901	Ex CUT-PMT 72.59CR			73.15
10/16/2019	008605	Late Charge			6.66		73.15
10/01/2019	008563	Bill		8/15- 9/15 10/15	66.49		66.49
09/23/2019	008556	Payment	251267	1156		72.59	0.00
09/23/2019	000000	Memo	251267	Ex CUT-PMT 72.59CR			72.59
09/16/2019	008547	Late Charge			6.60		72.59
09/01/2019	008517	Bill		7/15- 8/15 09/15	65.99		65.99
08/22/2019	008511	Payment	249522	1155		71.64	0.00
08/22/2019	000000	Memo	249522	Ex CUT-PMT 71.64CR			71.64
08/16/2019	008500	Late Charge			6.51		71.64
08/01/2019	008460	Bill		6/15- 7/15 08/15	65.13		65.13
07/15/2019	008439	Payment	247617	1154		65.05	0.00
07/01/2019	008400	Bill		5/15- 6/15 07/15	65.41		65.05
06/20/2019	008390	Payment	246165	1153		72.00	0.36CR
06/20/2019	000000	Memo	246165	Ex CUT-PMT 72.00CR			71.64
06/17/2019	008387	Late Charge			6.51		71.64
06/01/2019	008361	Bill		4/15- 5/15 06/15	65.13		65.13
05/15/2019	008329	Payment	244333	774915		65.13	0.00
05/01/2019	008305	Bill		3/15- 4/15 05/15	65.13		65.13
04/15/2019	008285	Payment	242819	440517		65.13	0.00
04/01/2019	008256	Bill		2/15- 3/15 04/15	65.13		65.13
03/18/2019	008233	Payment	241217	1151		65.13	0.00
03/01/2019	008202	Bill		1/15- 2/15 03/15	65.13		65.13
02/14/2019	008178	Payment	239341	435902		65.13	0.00
02/01/2019	008152	Bill		12/15- 1/15 02/15	65.13		65.13
01/16/2019	008134	Payment	237978	720319		72.83	0.00
01/16/2019	000000	Memo	237978	Ex CUT-PMT 72.83CR			72.83
01/16/2019	008132	Late Charge			6.62		72.83
01/01/2019	008099	Bill		11/15-12/15 01/15	66.21		66.21
12/18/2018	008090	Payment	236526	239897		65.13	0.00
12/01/2018	008063	Bill		10/15-11/15 12/15	65.13		65.13
11/15/2018	008052	Payment	234834	632674		130.26	0.00
11/01/2018	008022	Bill		9/15-10/15 11/15	65.13		130.26
10/01/2018	007975	Bill		8/15- 9/15 10/15	65.13		65.13
09/19/2018	007962	Payment	231899	1240		70.19	0.00
09/19/2018	000000	Memo	231899	Ex CUT-PMT 70.19CR			70.19
09/17/2018	007959	Late Charge			6.38		70.19
09/01/2018	007924	Bill		7/15- 8/15 09/15	63.81		63.81
08/14/2018	007901	Payment	229814	1237		63.81	0.00
08/01/2018	007866	Bill		6/15- 7/15 08/15	63.81		63.81

Monday

B-1

EXHIBIT C

EXHIBIT C

EXHIBIT D

EXHIBIT D



0-1

EXHIBIT E

EXHIBIT E



PO BOX 489
NEWARK, NJ 07101-0489

Manage Your Account	Account Number	Date Due
http://www.verizonwireless.com	[REDACTED]	
Change your address at http://aso.verizonenterprise.com	Invoice Number	9901287643

00001090/7440/ 2.291/MB/42340965.2



BONIFAY CITY OF INC
301 N ETHRIDGE ST
BONIFAY, FL 32425-2101

00001090
MSP 43

Quick Bill Summary

Feb 08 -- Mar 07

Previous Balance <i>(see back for details)</i>	\$1,756.22
Payment - Thank You	-\$1,756.22
Balance Forward	\$0.00
Monthly Charges	\$1,328.19
Usage and Purchase Charges	
Voice	\$25.93
Messaging	\$236.54
Data	\$50.00
Surcharges and Other Charges & Credits	\$29.45
Taxes, Governmental Surcharges & Fees	\$0.00
Total Current Charges	\$1,670.11

ADM 36.07
 COD 85.32
 LEG 70.33
 STR 58.98
 WAT 57.65
 POL 361.76

Total Charges Due by March 30, 2022 \$1,670.11

Pay from phone	Pay on the Web	Questions:
http://www.verizonwireless.com	http://www.verizonwireless.com	1-800-922-0200 or visit myverizon.com



BONIFAY CITY OF INC
301 N ETHRIDGE ST
BONIFAY, FL 32425-2101

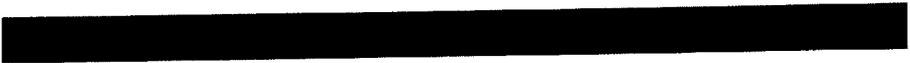
Bill Date March 07, 2022
Account Number [REDACTED]
Invoice Number 9901287643

Total Amount Due by March 30, 2022

Make check payable to Verizon Wireless. **\$1,670.11**
Please return this remit slip with payment.

\$, .

PO BOX 660108
DALLAS, TX 75266-0108



E-1



Invoice Number 9901287643 Account Number [REDACTED] Date Due 03/30/22 Page 3 of 45

Overview of Lines

Lines	Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	Surcharges and Other Credits	Taxes, Governmental and Fees	Third-Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
850-258-2514	Mary Gibson	5	\$51.20	---	---	\$3.36	\$0.00	---	\$54.56	WAT 109	15	---	---	---	---
850-258-2515	Mary Gibson	6	\$0.00	\$2.88	---	\$0.69	\$0.00	---	\$3.57	STR 56	---	---	---	---	---
850-258-2516	Mary Gibson	7	\$0.00	\$1.60	---	\$0.43	\$0.00	---	\$2.03	STR 32	---	---	---	---	---
850-258-3318	Mary Gibson	8	\$0.00	\$0.35	---	\$0.23	\$0.00	---	\$0.58	WAT 7	---	---	---	---	---
850-326-5923	Jeri Gibson	9	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	ADM ---	---	---	---	---	---
850-326-6701	Sabrina Porter	10	\$75.50	\$96.38	---	\$4.15	\$0.00	---	\$176.03	POL 260	707	6.658GB	---	---	---
850-373-7439	Mary Gibson	11	\$0.00	\$14.44	---	\$2.31	\$0.00	---	\$16.75	STR 240	---	---	---	---	---
850-373-7484	Sabrina Porter	12	\$80.50	\$115.58	---	\$4.54	\$0.00	---	\$200.62	POL 488	2,036	1.550GB	---	---	---
850-527-2957	Mary Gibson	13	\$29.99	\$39.30	---	\$1.04	\$0.00	---	\$70.33	LEG 103	228	1,318,504KB	---	---	---
850-596-5131	Mary Gibson	14	\$0.00	\$0.36	---	\$0.20	\$0.00	---	\$0.56	STR 7	---	---	---	---	---
850-703-5592	Sabrina Porter	15	\$36.05	\$0.02	---	\$0.02	\$0.00	---	\$36.09	POL ---	1	104.315GB	---	---	---
850-768-0285	City Of Bonifay	16	\$0.00	---	---	\$0.17	\$0.00	---	\$0.17	WAT ---	---	---	---	---	---
850-768-0623	Sabrina Porter	17	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	STR ---	---	---	---	---	---
850-768-0778	City Of Bonifay	18	\$0.00	---	---	\$0.17	\$0.00	---	\$0.17	WAT ---	---	---	---	---	---
850-768-0814	City Of Bonifay	19	\$0.00	\$1.75	---	\$0.42	\$0.00	---	\$2.17	WAT 20	26	---	---	---	---
850-768-1239	Sabrina Porter	21	\$36.05	\$0.02	---	\$0.02	\$0.00	---	\$36.09	POL ---	1	4.002GB	---	---	---
850-768-1250	Sabrina Porter	22	\$51.00	---	---	\$0.43	\$0.00	---	\$51.43	" ---	---	---	---	---	---
850-768-2014	Sabrina Porter	23	\$56.00	---	---	\$0.81	\$0.00	---	\$56.81	" 7	52	11.927MB	---	---	---
850-768-2073	City Of Bonifay	24	\$0.00	---	---	\$0.17	\$0.00	---	\$0.17	" ---	---	---	---	---	---
850-768-2087	Sabrina Porter	25	\$75.50	\$38.83	---	\$4.15	\$0.00	---	\$118.48	" 288	341	.430GB	---	---	---
850-768-3210	Sabrina Porter	26	\$36.05	\$0.12	---	\$0.02	\$0.00	---	\$36.19	" ---	6	379.867GB	---	---	---
850-768-3948	Sabrina Porter	27	\$51.00	---	---	\$0.43	\$0.00	---	\$51.43	" ---	---	---	---	---	---
850-768-4007	Police Mifi 8	28	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	---	---	---	---
850-768-4106	Police Mifi #1	29	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	2	13.435GB	---	---	---
850-768-4145	Police Mifi #2	30	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	147.459GB	---	---	---
850-768-4480	Police Mifi #3	31	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	---	---	---	---
850-768-4799	Police Mifi #4	32	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	20.925GB	---	---	---
850-768-4800	Police Mifi #5	33	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	---	---	---	---
850-768-4801	Police Mifi #6	34	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	---	---	---	---
850-768-4802	Police Mifi #7	35	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	5.877GB	---	---	---
850-768-8138	Sabrina Porter	36	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	---	---	---	---
850-768-8859	Sabrina Porter	37	\$56.00	---	---	\$0.81	\$0.00	---	\$56.81	" ---	---	---	---	---	---
850-768-9117	Sabrina Porter	38	\$36.05	\$0.04	---	\$0.02	\$0.00	---	\$36.11	" ---	2	86.867GB	---	---	---
850-768-9189	Sabrina Porter	39	\$36.05	\$0.04	---	\$0.02	\$0.00	---	\$36.11	" ---	2	5.211GB	---	---	---
850-768-9248	Sabrina Porter	40	\$36.05	---	---	\$0.02	\$0.00	---	\$36.07	" ---	---	15.619GB	---	---	---

1-2



Summary for Mary Gibson: 850-527-2957

Your Plan

Business Digital Choice+Email
 \$.05 per minute

TXT Messaging Unlimited
 Unlimited Text Message

Local In-net Pc -1000 Min
 1000 monthly Mobile to Mobile allowance
 \$.0520 per Minute after allowance

Email & Data Unlimited
 \$37.49 monthly charge
 Unlimited monthly kilobyte

Beginning on 04/08/17:
 20% - Feature Discount

Have more questions about your charges?
 Get details for usage charges at
h2h.verizonwireless.com.

Monthly Charges

Email & Data Unlimited	03/08 - 04/07	37.49
20% - Feature Discount	03/08 - 04/07	-7.50
		\$29.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
Calling Plan	minutes	--	103	103	5.30
Mobile to Mobile	minutes	1000	97	--	--
Total Voice					\$5.30

Messaging		Allowance	Used	Billable	Cost
Text	messages	unlimited	92	--	--
Picture & Video - Sent	messages	--	10	10	2.50
Picture & Video - Rcv'd	messages	--	126	126	31.50
Total Messaging					\$34.00

Data		Allowance	Used	Billable	Cost
Kilobyte Usage	kilobytes	unlimited	1,318,504	--	--
Total Data					\$0.00

Total Usage and Purchase Charges \$39.30

Surcharges

Fed Universal Service Charge	.88
Regulatory Charge	.16
\$1.04	

Total Current Charges for 850-527-2957 \$70.33

EXHIBIT F

EXHIBIT F

stars & stripes.

7/2/2019

FEMA approved the repair or replacement of decorative fence that was damaged during Storm Michael.

The funds were included in FEMA check to City for the amount of \$12,000.00.

Repair work cannot exceed the \$12,000 and can only replace or repair damaged fence.

Since Council approved to use FEMA for such storm related damage as required and approved by FEMA, the funds can be spent.

Approval to pay 1/2 of Mr. Fucci statement

CHRISTOPHER A. TATE
 "MR. FENCE"
 1315 Old Ridge Road
 Bonifay, FL 32425
 (850)547-5516

705125

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
		7-2-19
NAME City of Bonifay		
ADDRESS 301 Old Ridge Ave		
CITY, STATE, ZIP Bonifay FL 32425		
SOLD BY	CASH	C.O.D.
	CHARGE	ON ACCT.
		MOSE. RETD.
		PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 375	6' Dry Board 1/8" thick		10128.00
2	paying 1/2 down		5062.50
3	5062.50		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

PAID

OK NO. 035271
 DATE 07-03-19

FEMA

RECEIVED BY

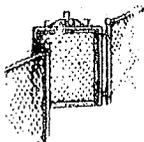


A-5000
 7-0020/10350

KEEP THIS SLIP FOR REFERENCE

01-11

F-2



**YOUR PRIVACY
IS OUR BUSINESS!**

"MR. FENCE"

All Types Of Custom Fencing
Commercial-Residential-Farm-Industrial

Chris Tate Phone 850/547-5516
Rt. 4, Box 455 Fax 850/547-9735
Bonifay, FL 32425 sdtoak@wfeca.net

INVOICE _____
SET _____
COMPLETE _____

PROPOSAL

TO _____ DATE _____
ADDRESS _____ ZIP _____ TELEPHONE _____
LOCATION _____ CODE _____ NUMBER _____
JOB LOG _____
NUMBER _____

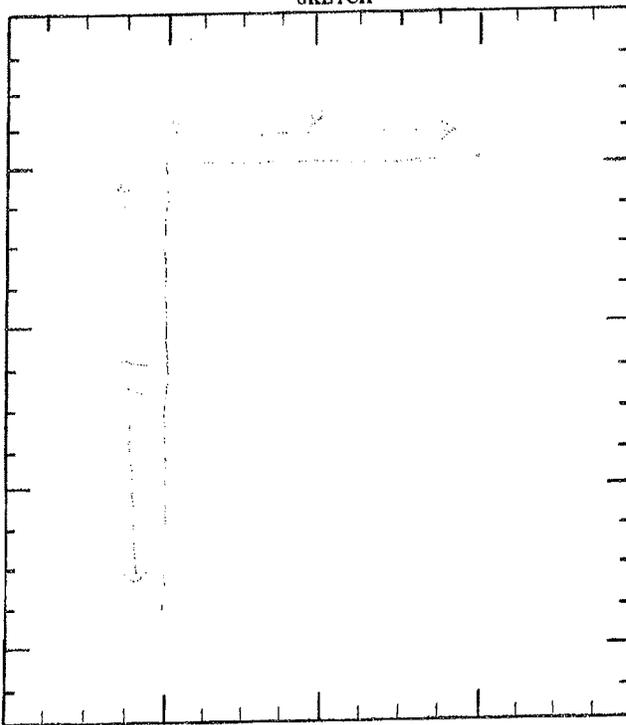
SPECIFICATIONS: ALL WORK WILL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH STANDARD PRACTICE.

TOTAL HEIGHT _____ STYLE FENCE _____ POST SPACED _____ KNUCKLED GAUGE 9 11-1/2 SAFEGUARD
TOP RAIL _____ LINE O. D. POST _____ GATE O. D. FRAME _____ O. D. POST _____ GATE O. D. POST _____ O. D.

Top Rail of Fence to Follow Ground
Be Level With Lower Grade
Be Level With Highest Grade

QUANTITY	SIZE	DESCRIPTION			
		Top Rail			
	3/8"	Wire			
		Wire			
		Post			
		Post			
		Line Post			
		Line Post			
		T Bars			
		T Bars			
		T Bands			
		T Bands			
		Sleeves			
		Pro 1000			
		Pro 1800			
		Pro 1200			
		Lock			
		Solar Panel			
		Remove Old Fence			
		Walk Gate			
		Drive Gate			
		Labor			

SKETCH



1/2 DOWN PAYMENT
 CASH
 BANK
 30 DAYS

AMOUNT	1217.00
TAX	
TOTAL	1217.00

ACCEPTED: _____
SALESMAN: _____

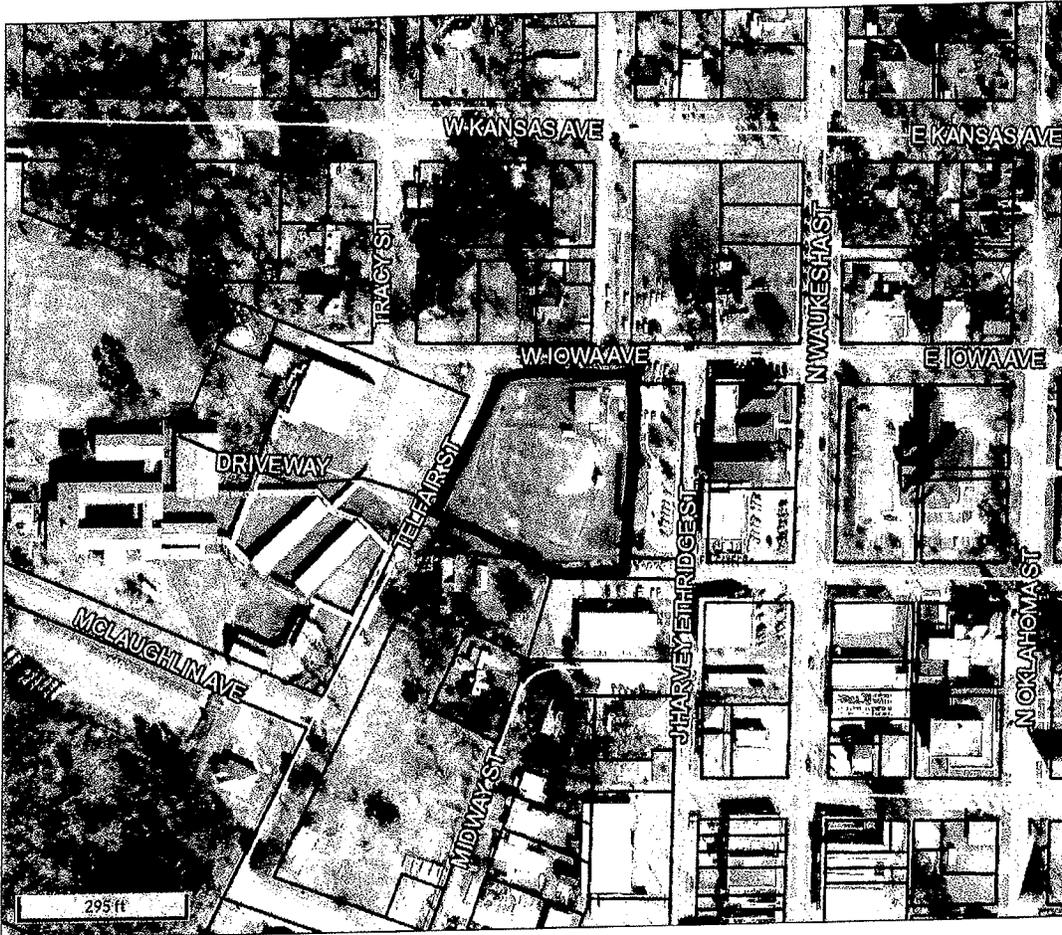
The above signed customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from questions of survey of said property or location of said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material

THERE WILL BE AN ADDITIONAL CHARGE FOR REMOVAL OF EXISTING OLD FENCES AND SHRUBS. PROPOSAL PRICE IS GOOD FOR 10 DAYS.

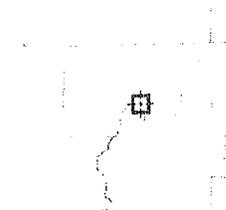
F-3

EXHIBIT G

EXHIBIT G



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	0531.03-000-000-013.000	Alternate ID	531.3-0-0-13	Owner Address	HOLMES COUNTY COMMISSION
Sec/Twp/Rng	31-05-14	Class	PUBLIC SCH		201 N OKLAHOMA ST
Property Address	BMS VAC -LOT TELFAIR ST	Acreage	1.856		BONIFAY, FL 32425
	BONIFAY				
District	2				
Brief Tax Description	THAT AREA N OF BLK C ROUNDED				
	(Note: Not to be used on legal documents)				

Date created: 5/6/2022
 Last Data Uploaded: 5/5/2022 6:46:31 PM

Developed by Schneider
 GEOSPATIAL

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