

OFFICE OF THE INDEPENDENT ADVOCATE  
MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST  
CLOSE OUT MEMORANDUM AND REPORT OF INVESTIGATION

K #: 09-010 Michael Pizzi

Closed:

September 3, 2009

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**Allegations:**

This matter was predicated upon the receipt of information from Joseph Centorino, Chief of the Public Corruption Section of the State Attorney's Office (SAO), in that Michael Pizzi (Pizzi), the Mayor of the Town of Miami Lakes (the Town), may have a conflict of interest involving a trash hauling services contract for the Town parks. The Town issued an Invitation to Bid (ITB) for a Solid Waste Collection & Removal contract and received a bid from Choice Environmental Services (Choice), allegedly a company that Pizzi represents as a lobbyist among other capacities, in the City of Miami Beach.

During the course of the investigation other allegations of possible misconduct surfaced: (1) that Pizzi, a practicing attorney, exploited his official position by utilizing his Town office to conduct his private law business; (2) that Pizzi used his official position to avoid being issued traffic / parking tickets by the Town Police Department; (3) that Pizzi may have used his influence, as an elected official to obtain trash removal contract(s) for Choice and (4) that Pizzi used his official position to gain a benefit for a female friend undergoing possible eviction for failure to pay her rent at a Graham Company owned rental apartment building.

Such allegations, if true, may constitute violations of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, namely part (g) *Exploitation of official position prohibited*, Section 2-11.1(g).

**Investigation:**

**Choice Environmental Services**

Investigation determined that Pizzi was a registered lobbyist in the City of Miami Beach for Choice. Pizzi withdrew as a lobbyist for Choice in February 2009 and registered again in June 2009.

COE investigators interviewed Town Parks & Recreation Director Tony Lopez (Lopez). Lopez has been a Town employee for 5 ½ years. As a department director Lopez oversaw the ITB process. Lopez stated that he discovered an error in the bid submitted by applicant Southern Waste. At that time, Southern Waste was being recommended for award of the contract. Lopez informed the Town Manager of the error in a March memorandum.

At some point in time it was determined that an outside counsel was needed due to a possible conflict with the firm who serves as Town Attorney, Weiss Serota Helfman Pastoriza Cole & Boniske (Weiss Serota), and one of the companies that had submitted a bid pursuant to the ITB.

Lopez recalled an incident when Pizzi approached him while in his Town office and inquiring about the status of the ITB. Lopez recalled Pizzi stating, "I need to be exempted" [from the process].

COE Investigators interviewed Choice representatives Neal Rodrigue (Rodrigue) and Glenn M. Miller (Miller). Rodrigue stated that he was upset about the waste services bid with the Town because Choice was the low bidder yet they were not chosen for the waste services contract. If the contract had not been pulled [from the agenda] by the Town Manager, Choice would have filed a bid protest.

Miller stated that he had heard that Weiss Serota allegedly represented one of the companies bidding on the Town's waste services contract. Miller declined to say where he had heard this. Miller stated Choice had already submitted a new bid for the waste services contract RFP (Request for Proposal) that had been put out by Town Manager, Frank Bocanegra (Bocanegra).

Miller acknowledged that Pizzi represents Choice on a contract bid in Miami Beach. Miller stated that neither he nor anyone else connected with Choice has talked with Pizzi about the Town waste services contract matter.

COE Investigators interviewed Bocanegra. Bocanegra took over the position of Town Manager on February 2, 2009. Bocanegra said he pulled four items from the February 2009 Town meeting agenda. Two of the items were for services for the Town Parks Department. Bocanegra stated that the reason for taking the service items off the agenda was because after a review of the contracts he wanted to discuss with the Parks Department Manager why two bids for services were announced on two types of bid formats, an ITB and a RFP.

Bocanegra had heard about Pizzi's connection with Choice. He stated that Choice was one of five (5) companies that bid on the ITB for solid waste collection and removal. Bocanegra did not recall if he spoke to Pizzi about the bid process. Bocanegra stated that Pizzi did not interfere with the bid process in any way.

Bocanegra explained that Choice was the second lowest bidder on the ITB. The lowest bidder was Southern Waste Services; with a price about \$60,000 lower than Choice. Bocanegra placed the ITB for waste services back on the February 2009 Town Council meeting agenda recommending it be awarded Southern Waste Services. This was when the Parks Director Lopez, noticed that there was a mathematical error on the Southern Waste Services bid paperwork. Lopez contacted Southern Waste Services and advised them that they had made an error on the bid paperwork. Lopez asked if they were willing to stand by their bottom line for the bid meaning the price they had quoted in the bid response. Southern Waste Services indicated that they did not wish to stand by the bottom line bid.

Bocanegra said that he had Lopez contact Southern Waste Services via e-mail in order to get their response in writing. After a day or two Southern Waste Services changed their minds and wrote back saying that they would stand by their final bid price. Bocanegra stated

that at this point he felt that he had given Southern Waste Services an unfair advantage in the bidding process. Therefore, he decided to retract the contract offer.

Simultaneously, Town Attorney Nina Boniske (Boniske) told Bocanegra that it had just been discovered that her law firm, Weiss Serota, represented one of the ITB bidders in another matter and she therefore had to recuse the law firm from the bid process.

On August 17, 2009, a statement was taken from Pizzi. Pizzi was unable to recall if he ever made inquiries about the status of the Town's Waste Services Bid to the Town Manager or any other Town staffer.

**Citations for Expired License Tag**

During the course of this investigation COE Investigators learned of possible favoritism by member(s) of the Town Police Department as it relates to Pizzi's expired automobile tag(s). According to sources, Pizzi had been driving vehicles he owns with expired tags. The expired tags had been the cause of police actions both as moving violations and as parking violations. This was further brought to the attention of the COE via an anonymous letter, an excerpt of which is included below:

We are writing to seek your assistance with the following:

The Town of Miami Lakes contracts police services from Miami-Dade County by way of specialized police service known as the Town of Miami Lakes Policing Unit. Several officers assigned to the Town of Miami Lakes Policing Unit have experienced extremely unethical conduct by former Town Commander Frank Bocanegra who now serves as the Town Manager of Miami Lakes and by the Mayor Michael Pizzi.

Mayor Pizzi has been stopped by several police officers for numerous traffic infractions during various times since he was a councilman and now as the mayor. Each time the Mayor has used his official position to escape the traffic charge. At times Mayor Pizzi has called Major Bocanegra on his cell phone to intervene and prevent the officers from issuing the citations. The call to Major Bocanegra has resulted in the supervisor on duty contacting the officer to interfere at the Mayor's request.

At one point Bocanegra was so angry that he called several supervisors in to his office and scolded us because our officers had stopped the mayor. Mayor Pizzi's tag number is .....If you were to check our computer system (CAD) you will easily determine the times that his tag has been entered in connection to a traffic stop or other enforcement action. Mayor Pizzi drove for several months, well over six (6) months with an expired tag and no insurance. Mr. Pizzi was stopped by Town officers several times while his tag was expired and each time the officers had to let him go because of the interference from the Major or other command staff at the Major's direction. A check of Mr. Pizzi's tag and registration records will easily verify this information and

that he drove with an expired tag for several months in violation of state law.

An ATAR (database search of tag numbers issued to vehicles registered under Pizzi) report, shows numerous instances between November 18, 2008 and March 4, 2009, wherein Pizzi's vehicle tag information was requested by Town police units. On only one occasion was there a corresponding parking ticket issued.

A Miami-Dade County Clerk of the Courts Parking Violations database search for the period March 5, 2008 through March 2, 2009 reveals many parking violations, including expired tag violations, issued against Pizzi by enforcement agencies other than the Town Police Department.

A record check in the Florida State Driver and Vehicle Express (DAVE) indices revealed that the only recent citation given to Pizzi was by the Florida Highway Patrol on June 11, 2008, for an expired license tag and failure to produce evidence of automobile insurance. On November 3, 2008, Pizzi had his license suspended for failure to pay the traffic tickets. Pizzi has since had his license reinstated.

Town Manager Bocanegra stated that Pizzi has never asked for any special treatment because of his position on the Town Council. Bocanegra did, however, acknowledge knowing that Pizzi had an expired tag during Bocanegra's reign as Commander of the Town Police Department<sup>1</sup>.

### **Private Legal Clients in City Hall**

Private investigator Joe Carillo (Carillo) and a woman named Graciela Diaz (Diaz) met with COE Investigators. Carillo, in his capacity as a private investigator, has on occasion worked for Pizzi. Diaz's spouse is a client of Pizzi's.

Diaz stated that while undergoing a medical procedure at Memorial Hospital in Miramar, Florida, Pizzi visited her to solicit his services to represent her husband on a federal criminal case.

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<sup>1</sup> Bocanegra was the Commander of the Town Police Department immediately prior to his becoming the Town Manager for the Town of Miami Lakes. Pizzi selected Bocanegra for the Manager position and the selection was ratified by the Town Council.

Pizzi had learned of Diaz's case from "a girl he knew". The "girl" may have been a Federal Probation/Parole Officer. Pizzi was formerly a Federal Probation Officer. Diaz had already hired attorney David Marcus as counsel for her husband. Pizzi, according to Diaz, made many promises to her and told her that he was "the Mayor". Diaz said that she was not initially impressed with Pizzi.

Diaz related that Pizzi called her constantly that weekend and invited her to meet with her at Town Hall. Diaz recalled that this meeting occurred on a Sunday, possibly in early January 2009. Diaz stated that the meeting location was decided upon by Pizzi and, in her opinion, was a way for Pizzi to impress upon her his status as the Mayor. Diaz was accompanied to the meeting by her children and her mother-in-law. The children stayed in the Town Hall conference room while Diaz and her mother-in-law met in Pizzi's Mayoral office for about an hour.

Diaz also recalled Pizzi making copies of documents she brought with her using a Town copier as well as accessing the internet using his Town desktop computer. Diaz had not yet hired Pizzi when this meeting occurred.

The following Monday, Pizzi went to Diaz's home and picked up a check for \$8K or \$9K. After hiring Pizzi, Diaz claimed it became "impossible to get in touch with him". Diaz stated that there was a second visit to Pizzi's Town Hall office at night on March 19, 2009 to discuss her husband's case. Diaz had gone to Pizzi's law office to meet with him but Pizzi was not there. Diaz went to Town Hall and asked for him to come out to talk with her. Pizzi, via telephone, told her to come up to his office; the time was approximately 9:00 P.M. In his office they discussed her husband's case.

Pizzi used the Town telephone to call his co-counsel, Nathan Diamond, accessed his personal e-mail via a Town computer and printed out "stuff" for the case using the Town printer and paper.

Pizzi gains entry into Town Hall by using an access card. In an effort to corroborate Pizzi's access card entries into the Town Hall for the dates cited above, a public records request was made to the Town Clerk to produce documentation detailing the entry card usage by all Town personnel with an access card to include the dates noted above. The Town was unable to provide the requested information explaining that sometime back in February the hard drive for the ADT Door Entry system failed and could not be restored. As such, the database that contained the records up to that point was lost as well. The COE had also requested notification regarding any Town personnel that had reported their access card lost or loaned to another person, with negative results.

The COE, however, did receive information that two (2) Town employees had loaned their access cards to Pizzi.

Jessica Guadix (Guadix), the Town Hall front desk receptionist, was questioned on this matter. Guadix provided an e-mail dated December 23, 2008 wherein she notified her immediate supervisor, Jaren Gonzalez-Barreto, she had loaned her access card to Pizzi on December 12, 2008 and that as of the date of the e-mail it had not been returned.

The second Town employee questioned was Martee Duhaney (Duhaney). Duhaney confirmed that Pizzi, on occasion, requested to borrow her access card but she refused Pizzi's request.

### **The Graham Companies Incidents**

The Graham Companies are a major Town developer and property owner. Information was received that The Graham Company had been approached by Pizzi to solicit business for Choice. COE Investigators met with Graham Company President, Stewart Wyllie (Wyllie) and Executive Vice President Luis Martinez (Martinez).

Wyllie recalled a meeting between a former company executive, Pizzi and an unknown Choice executive where the topic of conversation was to introduce Choice as a possible vendor for the Graham Companies. Wyllie advised that he would attempt to locate the former executive who now lived out of state. Wyllie recalled that nothing came of the solicitation.

Wyllie later advised that he was unable to contact the former executive.

Martinez advised of an incident involving one of his staff and Pizzi. Martinez produced a copy of a letter he had received detailing his staff's encounter with Pizzi an excerpt of which is included below:

Luis Maritnez  
President  
Graham Property Management Company  
6843 Mali Street  
Miami Lakes, FL 33014

RE: Unit 522 Ivonne Borroto

On December 8, 2008 the above resident was sent a three day notice as her rent was not paid. On December 11, 2008 a final notice was sent to tier door and on December 12, 2008 (Helen Wallace) called her cell phone and left a message on her voicemail. Approximately at 1:00pm I received a phone call from Mr. Mike Pizzi wanting to speak to Ms. Wallace and I identified myself as her. He was furious that we hung those types of letters on Ivonne's door and we are to never do it again. I advised him that I should not even be speaking with him considering that he is not on the lease and that I was following company policy by placing those letters on her door. He responded by saying that I was very rude and unprofessional and wanted to know if I worked with Janille. I replied that I work with Janille, Mr. Luis Martinez and Mrs. Beth Martinez, in addition to being property manager of Executive Apartments if he had anything he wishes to discuss.

Mr. Pizzi said Ivonne gave him her check and he had it couriered to our office. I explained that I had not received a check on her behalf. He was very upset and made me cognizant that he was the Mayor of Miami Lakes. I clarified that it made no difference as everyone is treated equally. I also advised that I was glad I did not vote for him and he replied that he was glad I did not. He stated he was going to check with the courier as to why the check was not delivered.

Mr. Pizzi came into the office around 4:00pm and wanted to know if Ms. Wallace was in the office. Cindy told him that I already left for the day. He then took out Ivonne's rent check dated 12/1/2008 and gave it to Cindy, which was supposed to be couriered. This was followed by him asking questions, if I lived or had family in Miami Lakes and what kind of car I drive because he is going to have it towed. Furthermore, he said to Cindy and Tara that he is going to have people keep an eye out for me because he is "trying to clean up the streets of Miami Lakes". He continued by inviting the ladies to an event he is going to host at the Pampered Chef and emphasized that Ms. Wallace is also invited.

In response to this event I feel threatened and unsafe for both myself and my family. It is lugubrious to know that this is the type of person representing our town and community that I have been apart of and loved for 30 years.

Sincerely,

Helen Wallace



It had been previously determined that Ivonne Borroto (Borroto) was a former girlfriend of Pizzi's as well as Pizzi's Campaign Treasurer during the early months of his Mayoral campaign. Borroto acknowledged being Pizzi's Campaign Treasurer for "a short period" of time but stated that Pizzi "did all the work" including opening the campaign account at Wachovia Bank. Borroto has only "heard of Choice" but could not remember any of the specifics.

### **Allegation of Town Ordinance Violation by Pizzi**

This allegation originates from a complaint filed with the Town. Angela Garrison (Garrison), a Town resident and activist, expressed her concern with regard to an alleged Town Ordinance violation by Pizzi and Nick Perdomo via an e-mailed dated October 3, 2008 and addressed to Town Clerk Debra Eastman (Eastman). Garrison indicated that both candidates received campaign contributions from Choice, a Town vendor, through numerous individuals associated with Choice.

Garrison, based her allegations on Town Ordinance No. 02-28 which prohibits Town vendors from donating to Town candidates' campaigns. Eastman investigated the Garrison complaint on behalf of the Town. On November 19, 2008 Eastman memorialized her findings in a letter to Pizzi, reproduced below:

Michael Pizzi  
8501 NW 138<sup>th</sup> Street, #2206  
Miami Lakes, FL 33016

Re: Campaign Finance Complaint Ordinance No. 02-29 (sic)

Dear Mayor Pizzi:

In reference to the campaign finance complaint attached, I have reviewed the facts surrounding the complaint.

Town of Miami Lakes Ordinance 02-29 (sic) states, it is unlawful for any candidate, political committee, business entity or person to "knowingly" accept or receive any campaign contribution or expenditure prohibited by this ordinance.

The Campaign Treasurer's Report Summary received by Deputy Town Clerk, Marjorie

Tejeda, on April 10, 2008, lists contributions from William Hernandez, Occupation: Waste Industry; Will Cowdell, Occupation: Solid Waste Business; Christina Miller, Occupation: Secretary; Neal Rodrigue, Occupation: Solid Waste Business; Glen Miller, Occupation: Business Owner; Bonnie Farrington, Occupation: Homemaker.

On July 31, 2008, Town Attorney, Nina Boniske, issued a clarifying email to the Mayor and members of the Town Council. On August 20, 2008, Town Manager, Alex Rey provided the updated vendor list to the Town Clerk who distributed it to the candidates.

You indicated to me that you did not have a vendor list available at the time that the checks were received and that you did not “knowingly” take any contributions by vendors regulated by the ordinance. Based upon the above facts, I do not find evidence that you “knowingly” accepted any campaign contribution prohibited by the Town of Miami Lakes Ordinance 02-29.

In addition, you indicated that you will be returning checks received from Neal Rodrigue and Glenn Miller As a reminder, the return of the checks should be reflected in your termination report.

Very truly yours,

Debra E. Eastman, MMC  
Town Clerk

COE investigators reviewed this matter and concurred with Eastman’s assessment of the incident as it pertains to Pizzi.

**CONCLUSION:**

In sum, there is insufficient evidence to charge Mayor Pizzi with violating any provisions of the Miami-Dade County Conflict of Interest and Code of Ethics. With regard to the Choice ITB matter, there is no evidence that Pizzi meddled with the procurement process or tried to “steer” business to Choice. Pizzi is reminded, however, that Section 2-11.1(d) entitled *Further prohibition on transacting business with the County*<sup>2</sup> states, in pertinent part, that “[a]ny person included in the term defined in Subsection (b)(1) who has any of the above relationships or who would or might, directly or indirectly, profit or be enhanced by action of the Board... shall absent himself or herself from the commission meeting during the discussion of the subject item and shall not vote on *or participate in any way in said matter.*” (emphasis added)

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<sup>2</sup> Pursuant to Section 2-11.1(a), “...[r]eferences in this section to County personnel shall therefore be applicable to municipal personnel who serve in comparable capacities to the County personnel referred to.”

Similarly, there is insufficient evidence that Pizzi exploited his official position by meeting with a private client at Town Hall. It does not appear that Pizzi was operating his office out of Town Hall. Although there may have been some incidental mixing of Pizzi's private law practice and Town Hall resources, they appear to be insubstantial. Pizzi is cautioned, however, to keep his private law practice separate from his public office in the future.

Accordingly, this investigation is closed.