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## Miami-Dade County Commission on Ethics and Public Trust

# Memo

**To:** File

**From:** Karl Ross, ethics investigator

**Date:** Oct. 8, 2012

**Re:** K11-087 Opa-locka City Comm. Timothy Holmes

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**Predication:** During the course of a prolonged investigation into public corruption in Opa-locka, City Comm. Timothy Holmes has repeatedly been cited as having been involved in improper or questionable dealings involving city vendors. This dates back to 2005, at least, following the purchase of a city-owned warehouse by two local real estate investors. It had been alleged that the two Miami men attempted to bribe Comm. Holmes with a Rolex watch and \$15,000 in cash. (He returned the money and the watch.) Comm. Holmes was again implicated by witnesses in connection with a 2006 city contract for the purchase of water meters. Two business executives involved in that deal provided sworn statements that Comm. Holmes accepted an improper cash payment in his city hall office after the \$3.4 million contract was awarded. The cash, ostensibly a campaign contribution, was never reported on Holmes' campaign finance reports. (No charges were filed in that case due to inconsistencies in the witness statements provided to investigators.)

Comm. Holmes came under suspicion of wrongdoing once again in connection with the award of a 2010 contract for the construction of the Sherbondy Village Community Center. A former city manager accused Holmes of pressuring him to improperly award the contract to CBHC LLC following an Invitation for Bid (IFB), even though CBHC was not among the lowest bidders. CBHC was awarded the contract after the bid was rescinded and the solicitation was re-issued by the city as a Request for Proposals (RFP) even though, once again, CBHC was significantly more expensive than competitors. The longtime former city clerk later alleged that Holmes told her he twice received cash payments worth "some thousands of dollars" in boxes

from one of the partners in CBHC – a former city official who was known to have regularly visited Holmes in his office during the bidding phase.

The above-captioned case was initiated on or about April 2011 after the city's former engineering consultant, Emmanuel Nwadike, provided a sworn statement in which he alleged he regularly paid cash bribes to Holmes in order to secure the commissioner's support for his firm, PAWA A&E, which was overseeing tens of millions of dollars worth of city infrastructure projects. Nwadike further alleged that Faustin Denis, the principal of APAC Group, paid Holmes a bribe at his suggestion and in his presence following a contract award in September 2006 for a roadway improvement project. Prior investigation had determined that both PAWA and APAC were involved in a corruption scheme in which hundreds of thousands of dollars were improperly funneled back to Nwadike and other city officials. Denis was subsequently interviewed and confirmed the allegations regarding Comm. Holmes. Both men have been arrested in connection with the corruption and kickback scheme.

**Background:** Comm. Holmes was first elected to office in Opa-locka in 1994 and served as commissioner and vice mayor until 1998. He again ran for office several years later (approx. 2002) after former Comm. Derrick Miller was forced to resign. He has served continuously since that time. Prior to that, dating back to 1982, he had served on the city's Code Enforcement Board, he advised during an interview. Comm. Holmes continues to display an active interest in the city's code enforcement office, and is frequently alleged to have interfered with enforcement actions.

**Findings:** A review of Comm. Holmes' financial disclosure statements (Form 1s) dating back to 2003 show that he reported working for G.F.M. Operations Inc. in 2003 and 2004. (G.F.M. is the corporate entity that runs the Opa-locka Hialeah Flea Market.) The forms list the City of Opa-locka as a primary source of income for all years from 2003 through 2010. And from 2004 through 2010, Holmes listed social security as a primary source of income. For 2010, Holmes listed a U.S. Treasury annuity among his sources of income – along with his city wages and Social Security. Other legitimate income for this period would be derived from his late wife's salary as a federal employee. (She died from illness in October 2009.)

Payroll records provided by G.F.M. Operations indicate Comm. Holmes remained employed by the flea market through at least early 2006. Payments appeared sporadic but typically ranged from \$1,400 to \$2,450 per month, records show. Due to incomplete payroll records the total amount earned from G.F.M. could not be readily ascertained, though it would appear to be no more than \$20,000 per year. There is no evidence of any income from G.F.M. after February/ March 2006. (Note: It is believed the payments from Nwadike occurred in 2005 and 2006, as this was the period in which Nwadike himself was receiving kickbacks from contractors.)

Payroll records from the City of Opa-locka indicate that Comm. Holmes earned no more than \$9,000 a year from the city for the years 2007 through 2010. This represents a monthly salary of \$550 and \$200 allocated for expenses, for a total

monthly package of \$750. Prior to November 2006, city commissioners such as Holmes received just \$250 a month from the city, or about \$3,000 annually. Records showed Holmes would occasionally receive other payments from the city classified as "reimbursements" made in connection with charitable events.

Efforts were made to identify bank accounts controlled by Comm. Holmes during the period in question (roughly 2004 through 2008) to see if funds could be traced to sources other than those disclosed in the commissioner's Form 1s. COE did learn that Comm. Holmes kept several accounts with JP Morgan Chase, formerly Washington Mutual. It was learned that Holmes deposited his city paychecks into JPM Chase account No. 8312107233. This account was held jointly by Holmes and his late wife, Annette, who died on or about Oct. 6, 2009. The account, at last review, was held jointly between Holmes and his daughter, Sharon D. Gallimore. (Ms. Gallimore is a city of Opa-locka police officer.) Comm. Holmes was also found to have deeded his home at 275 Seaman Avenue to Gallimore in May 2011.

A review of Comm. Holmes' primary checking account (No. 8312107233) showed that between January 2004 and December 2008, Holmes made cash deposits totaling \$46,820. Broken down by year, the deposits were as follows: \$19,570 in 2004; \$700 in 2005; \$0 in 2006; \$20,050 in 2007; and \$6,500 in 2008. The source of the earlier cash deposits (mainly 2004) could not be determined, and would not be explained by income from the flea market or any other known source.

The source of the latter cash deposits (2007 and 2008) appear, in some instances, to be linked to withdrawals from a separate Washington Mutual/ JPM Chase account (No. 3596688364) that was opened in September 2005 and appears to have been funded almost entirely by federal wages paid to Holmes' wife, Annette.

The balance of this account peaked in February 2007 at more than \$45,000, and regular withdrawals were made starting with a \$10,000 withdrawal the following month. Periodically, withdrawals in even thousands of dollars were made and, in some cases, these withdrawals coincided with cash deposits into the main joint checking account (No. 8312107233). The last available statement in early 2009 showed a remaining balance of \$16,700 for account No. 3596688364.

What this suggests is that between September 2005 and February 2007, Comm. Holmes and his wife supported themselves with Comm. Holmes' wages and social security benefits and any other income (reported or unreported). It should further be noted that very little cash could be detected going into the couple's main checking account during this time, raising questions about how they managed to support themselves with the commissioner's rather modest earnings alone. (Note: This would coincide with the period in which Nwadike claimed to be making regular cash payments to Holmes in the range of \$2,000 to \$3,000 per month.)

Based on a review of bank account records, it appears Comm. Holmes paid for roughly \$20,000 in home improvements and repairs between September 2006 and

June 2007. About half that amount – more than \$9,000 – was paid to an individual named Arthur Johnson for remodeling the bathroom, closets and other rooms. The remainder was paid to Javier Gonzalez (\$2,600) and City Electronic Supply Co. (\$7,765), for other residential improvements, including a Florida room. It should be noted that Comm. Holmes did receive a \$15,000 check from Citizens Property Insurance on or about March 16 as the result of a claim for storm damage. This would account for much of the money used to pay for the improvements.

**Interviews:** A number of interviews, including one with the subject himself, were conducted and relevant portions will be reported in the section below.

On July 14, 2011, a sworn statement was taken from Emmanuel Nwadike, who was transferred from a Miami-Dade County detention center where he was serving out a sentence related to the Opa-locka kickback-for-contracts scheme. During a previous statement he had briefly mentioned that he had paid bribes to Comm. Holmes while he was serving as the city's main engineering consultant in the mid 2000s.

Nwadike stated the payments were initially \$3,000 per month and that he subsequently reduced the payments to \$2,000 per month. He said the payments took place over a period of approximately two years and that, while he doesn't recall how exactly the subject came up, he said Holmes made it known to him that he wanted to be paid for his "help." He said Holmes mainly helped him in getting payments expedited and in supporting his projects. "He talked about me paying something for [his] helping me," Nwadike said. He said the payments usually occurred either at Holmes' post at the exit of the Opa-locka Hialeah Flea Market, where Holmes worked, or they occurred at a strip mall in North Miami at either 119th Street or 135th Street and NW 7th Avenue. He said the bribes were never paid at his home and that he does not know what Holmes used the money for.

Nwadike further advised that he witnessed APAC Group President Faustin Denis pay Comm. Holmes a bribe while they were visiting Holmes in his city hall office. He said he did not know the exact amount, but estimated it was \$4,000 or \$5,000.

In a Sept. 20, 2011, sworn statement, APAC President Denis advised that he made cash payments to Comm. Holmes on two occasions – the first occurring in September or October 2006 for \$3,000. He said he made that payment at the direction of co-defendant Nwadike, who he said told him it was time he "got to know" the commissioner. He said that Nwadike indicated that Holmes "would be a good friend to have" if he wanted to continue to do business for the city. Denis said this occurred at or about the time his company had been awarded a \$1.6 million contract for roadway improvements to Curtiss Drive. He said the second occasion for which he gave Comm. Holmes cash was shortly after the death of his wife, which he said he thought occurred some time in 2008 and was made for the purpose of expressing his condolences and helping with funeral expenses. (Note: It was actually Oct. 6, 2009.) He said that Holmes did not solicit the payments on either occasion. Denis did

state that Nwadike had told him on a couple of instances back in 2006 or so that he had been making “regular” payments of \$3,000 to Holmes.

Regarding the first payment to Holmes on or about September 2006, Denis said that this occurred at about 2 p.m. in Holmes’ office at city hall. He said that he went to a downtown branch of his bank – either on Biscayne Boulevard or Brickell Avenue – and withdrew \$3,000 cash from his personal checking account, held jointly with his ex-wife, Lydia Santiago. He said that the bills were all \$100s, and that he kept them in a bank envelope. He said he met Nwadike in the parking lot outside the old city hall building, and they entered together. He recalled the door to the clerk’s office and commissioners’ offices was locked, and that after they were let in they met Holmes in his office. Denis recalled Holmes’ wheel chair had fur trim, and said that the meeting lasted about 10 to 15 minutes. He said this was the first time he’d met Holmes, and that after Nwadike made the introduction, Holmes stated that he was pleased with the work that APAC was doing for the city. At the end of the meeting, Denis stated that he gave Holmes the envelope with the cash and that Holmes took the envelope and put it in his desk drawer. Denis stated that he understood at that time that he was paying a bribe to Comm. Holmes and that, in exchange for this payment, he expected Holmes to look out for his interests and those of his company.

Note: The initial contract for improvements to Curtiss Drive was in the amount of \$1.6 million and was awarded by the city commission on Sept. 13, 2006, following the bidding in August 2006. The final contract price, including change orders, totaled \$4.8 million. A bid protest filed by Ocean Bay Construction was not upheld after the firm alleged APAC’s bid documents were incomplete and should have been rejected as non-responsive by the city’s engineer, PAWA A&E/ Nwadike. (See notes from interview with Ocean Bay President Ronald Penta on Dec. 3, 2009.)

On Oct. 7, 2011, Domingo Bello, a code enforcement officer in Opa-locka, told investigators about alleged widespread corruption in the city’s code enforcement office. He stated he believed that Comm. Holmes has sought to block actions against private property owners who are facing liens or other penalties. He said he believes that Holmes has pressured city officials to wave or reduce liens. He said he suspects Holmes is working with other city employees in exchange for bribes.

On Oct. 13, 2011, Comm. Holmes and his attorney, Greg Sams, met with ASA Breezye Telfair and investigators after receiving a “prior-to” letter regarding the pending bribery charges. Holmes agreed to answer questions “on the record,” but did not agree to a court reporter being present or to having the conversation tape recorded. Holmes denied taking any money from either Emmanuel Nwadike or Faustin Denis, as alleged. He said that Nwadike did visit his home after his wife’s death on Oct. 6, 2009, and that Nwadike and several other men – “African brothers,” he called them – prayed for him and for his wife. He denied that anybody helped him with the funeral expenses, which he said cost him more than \$50,000. He said he paid for the expenses out of funds he had accumulated in his bank account with JP

Morgan Chase bank. He said that he did have insurance, but indicated that he paid for the funeral out of the proceeds of his personal savings.

Told that Denis stated he paid Holmes \$1,000 to help defray funeral expenses, Holmes responded, "That's a lie." Holmes said he could not remember whether he ever met with Denis and Nwadike together at his office at city hall. "I might have, not that I can recall," he said. He further denied ever receiving bribes from Nwadike of \$2,000 to \$3,000 per month. He did say, somewhat incongruously, that while he didn't feel that he had a close relationship with Nwadike until after his wife's death, he did meet with Nwadike on about a monthly basis prior to that time. He further advised that those meetings would have taken place either at this office at city hall or "out and about." He further stated that he did not have any official reason for meeting Nwadike on those instances and did not elaborate on the nature of the meetings.

Holmes maintained that during his time in office, the only time he had ever been offered money by a city vendor or other interested party was when two individuals seeking to purchase a warehouse from the city stopped by his office and offered him \$60,000. He said he advised them to put the money toward the purchase of the property and declined their offer. He said that some time after they successfully purchased the warehouse, they came by his office and left \$15,000 on his desk. He said he consulted the city manager and city attorney and was directed to return the money, which he did. He said they later left him a Rolex watch, which he also returned. He said that he was never offered any money from anybody in connection with the city's water meter contract with Johnson Controls. (Note: Sworn statements of Melissa Hargrove and Pat Flowers contradict Holmes' assertion.)

In response to a question from Police Det. Gus Bayas, of the Public Corruption Investigations Bureau, Holmes said that he did not believe that Nwadike nor Denis held any ill will towards them and could not explain why they would implicate him with the bribery allegations, except to suggest that they might have been unhappy about some city contract awards. He said that at the time of his wife's passing, he felt that Nwadike was sincere in his display of sympathy. He said that he had once called into question why the city decided to pay Nwadike's firm, PAW A A&E, for painting the old city hall when Nwadike had initially said he was painting it for free.

Regarding a payment for \$22,000 he received from the law firm of former Opa-locka City Attorney Cynthia Everett in December 2006, Holmes advised that it was the proceeds of a settlement for a lawsuit filed against a chair manufacturer. He said the incident occurred during an event at Town Center One during which the chair he was sitting on broke, causing him to sustain serious neck and back injuries. He said a related lawsuit against Town Center (the city's landlord) was dismissed.

On Nov. 10, 2011, investigators took a sworn statement from Jorge Daniel Gross, an officer in Golden Quest LLC, which is the firm that solicited Comm. Holmes help before purchasing a city warehouse for \$650,000 back in 2005. Gross said he and his partner, Nicolas Quijano, were introduced to Holmes by a plumber (Lorenzo

Aikens) who was working for them on some rental properties in Liberty City. They said they were not aware that Comm. Holmes publicly accused them of offering a bribe, nor that they had been investigated in connection with said allegations back in 2005 and 2006. They advised that they did, in fact, attempt to give Comm. Holmes a Rolex watch worth about \$7,000 as a birthday gift some time on or about February 2005, but that Holmes returned the watch. Gross said that he took the watch back to the jewelry store and exchanged it for a watch that he gave to Quijano.

Gross advised that he had plenty of money at that time and was prone to making generous gifts. He said that he did feel it was in the best interest of Golden Quest to make such a gift to Comm. Holmes because it would be good to have a “friend” in Opa-locka since the corporation had made a significant investment there after paying \$650,000 for the 42,000-square-foot warehouse. He said that they learned from their experience in Liberty City that you needed to have helpful contacts in local government to ensure adequate security and assistance with things like broken water lines and infrastructure issues. He also said Golden Quest was interested in keeping the city of Opa-locka as a tenant since the city had items stored at the warehouse on NW 150th Street. He said they asked for Holmes to help with this.

Gross said he considered the watch a “business expense” and that it represented a small fee, perhaps 2 cents per square foot, as it related to the warehouse. They advised the warehouse has since gone into foreclosure. They said Holmes did not help them with the transaction, and denied the allegation that they offered to pay him \$50,000 prior to submitting a bid. Likewise, they denied offering Holmes \$15,000 as a gift or bribe on or about Feb. 16, 2005, as Holmes has alleged – even though they were advised they were seen visiting Holmes at city hall on the day in question. They said they never offered Holmes cash, and could not explain why Holmes would tell city officials they had done so. They said they later donated \$2,500 to assist with the funeral expenses for a young man who drowned in a city canal.

On Feb. 6, 2012, then City Clerk Deborah Irby appeared for a statement at the Miami-Dade County State Attorney’s Office. Ms. Irby stated that Comm. Holmes told her on two occasions that he had been offered money from Henry Crespo in connection with the Sherbondy Park community center project. Crespo’s firm, CBHC LLC, is the city’s general contractor overseeing construction of that project. Irby said that the first incident occurred some time shortly after the \$3.8 million contract was awarded to CBHC in March of 2010. Irby said Holmes told her that Crespo gave him a box – possibly a cigar box – and that when he opened it, he was surprised to find cash “wrapped in something.” She said she couldn’t remember if Holmes said what the money was wrapped in, but that it was “some thousands of dollars” – between \$2,000 and \$5,000. She said Holmes told her a similar story about Crespo offering him a box of money some time last year, perhaps as much as \$2,500. She said she could not recall the exact date, but believes it was early to mid 2011. She said Holmes told her that he returned the money to Crespo on both occasions.

Ms. Irby also discussed concerns about a \$400,000 lien on a warehouse that was reduced to \$25,000 after Holmes intervened in the matter. She said that she believes that Holmes was assisted in this matter by Gordie Lee, a former code enforcement employee. Irby said Ms. Lee also waived "all the mayor's water bills," referring to past due bills at properties owned by Mayor Myra Taylor and her family. Irby suggested that the warehouse was owned by the two investors who purchased a warehouse from the city, and then went to visit Comm. Holmes, allegedly leaving him at least \$15,000 as a bribe or gift. She said she believes that the men left as much as \$50,000, but that Holmes only disclosed the lesser amount and kept the rest. (Note: It was not the same warehouse, but was located about a block away.)

Ms. Irby further advised that that city code enforcement employee Randolph Aikens "lives in Tim Holmes' office," implying he spends an excessive amount of time visiting Holmes when he should be working. Ms. Irby recalled that Holmes became "very angry with the city manager" (Bryan Finnie) when he (Finnie) took issue after learning that Aiken's security firm was working for CBHC, the contractor building the Sherbondy project. Finnie ordered Aikens to cease providing services. The matter was subsequently investigated by COE and Aikens was found guilty of having unauthorized outside employment. He said CBHC's Crespo referred him for the security job, but denied any improper dealings with Comm. Holmes.

Ms. Irby advised that former engineering consultant Emmanuel Nwadike was a frequent visitor to Comm. Holmes' office and that he would visit monthly or even more frequently. She said she recalled one instance when Holmes called the city manager to expedite a payment to Nwadike's firm and that the finance department issued a check to Nwadike before he left city hall that day. She said she did not have specific knowledge of any bribes Nwadike allegedly paid Holmes, but noted that Comm. Holmes did spend a lot of money on improvements to his home in recent years – among them, installation of marble floors, the construction of a Florida room, the digging of a water well, the addition of a Jacuzzi bath tub.

Ms. Irby said she recalled a disagreement between Comm. Holmes and Rev. John Taylor regarding the arrest of former engineering consultant Emmanuel Nwadike in which each man accused the other of having some sort of exposure if Nwadike were to cooperate with authorities, with each allegedly saying "Well, you know what you did. ... No, you know what you did," and so on ... She said that Holmes made a remark about Rev. Taylor owing him "a lot of money," then stating that Taylor paid him back \$2,000 but still owed him \$2,500. She said that this conversation took place some time shortly after Myra Taylor was elected mayor in late 2010. It has been alleged by Irby and others that Holmes makes money as a loan shark.

Ms. Irby said that she believes Joanna Flores has a long-standing personal relationship with Comm. Holmes dating back to the mid 1990s when she worked as a cashier at a supermarket across the street from the old city hall. She said Flores once told her that "Tim Holmes hired me," and stated that she was "always one of his favorites." She said Holmes helped Flores purchase a home by helping her enroll in a



city administered affordable housing program that was supposed to serve residents but seemed to help a disproportionate number of city employees such as Flores.

Ms. Irby said that Flores would frequently meet with Holmes in his office with the doors closed, and that on some occasions she would leave visibly upset or crying. Irby said Flores told her that Holmes caused her to have a miscarriage on one such occasion because he acted so abusively toward her. She said she had heard that Holmes helped Flores purchase a car for a relative, that he helped her with the construction of her Florida room and also helped her install a well.

On Feb. 7, 2012, Opa-locka acting City Clerk Joanna Flores provided a sworn statement at SAO pursuant to a witness subpoena. Ms. Flores stated she began working for the city of Opa-locka in 1996 after meeting Comm. Holmes while she was employed as a cashier at the Great Food supermarket across the street from the old City Hall. She said Holmes told her about a job opening as a switchboard operator and that she applied for the job, with his encouragement. "We've been friends since then. He (Comm. Holmes) told me to apply, but he didn't have anything to do with it." She said that she was transferred to the clerk's office in 1998, and that since that time she has worked as assistant city clerk. She said that took CMC training with the support of then City Clerk Deborah Irby and achieved her certification.

Ms. Flores said that she has three sons – the first born in 1998, the second in 2001 and a third in 2010. She said an incident took place on or about the previous Wednesday (Feb. 1) involving her former boyfriend (Anthorn Arnold) and the father of her two oldest sons. She said three men visited him at his work place, A1 Fire in Wynwood, where he works installing fire sprinklers. She said one of the men was an attorney and the other two might have been investigators. She said they asked Arnold if he knew that Flores had carried on a long-time affair with Comm. Holmes, something Flores dismissed as "all lies." She said that Arnold later went to her home in Opa-locka and they got into an argument. She said that she and Arnold had been discussing reconciling at that time, but said the visit from investigators have undermined that possibility. She said that she was upset and called Comm. Holmes since the allegations had to do with him and told him what had happened.

Ms. Flores said she understood that because of the now public allegations regarding Holmes and alleged bribes from city vendors that anyone alleged to be closely involved with Holmes could also face scrutiny, though she denied rumors to the effect that Holmes had assisted her financially. She did say that she obtained financing for her home through a city sponsored program intended to help local residents. She said she has bank accounts at Bank Atlantic (to receive child support, that she intends to close), at JP Morgan Chase (opened recently) and at Dade County Federal Credit Union (her oldest account, in which she receives her city salary by direct deposit). She denied Holmes had purchased any CDs in her name, or that she had any such instruments. She did say that she had a Florida room installed in her home in about June or July 2010 and that Holmes recommended the contractor. She said that she paid for the job herself, using the proceeds of a \$7,800 second

mortgage on her home. She said the job cost about \$2,500 for the construction of the Florida room and another \$1,000 for pouring a concrete foundation.

Ms. Flores said that she has been inside Holmes' residence, but that she is not aware that it has a safe or Jacuzzi. She said she visited because she would sometimes pick up prescriptions for Holmes at the CVS pharmacy on Miami Lakes Drive and NW 67th Avenue. She said she did this because the pharmacy is near the home of her mother, Marisela Davila, at 7155 Miami Lakes Drive.

**Conclusion:** The evidence against Comm. Holmes largely consists of the two witness statements provided by Emmanuel Nwadike and Faustin Denis. Both men provided sworn statements in connection with their own criminal proceedings, as Nwadike has now finished his prison sentence and remains under community control while a plea agreement is still pending between the state and Denis. Both men claim to have first-hand testimony implicating Holmes. If true, their testimony would suggest that Comm. Holmes received perhaps as much as \$50,000 – or more – in bribes in exchange for looking out for their respective business interests in the city.

While the credibility of both men could be called into question based on their own admitted unlawful acts, their allegations are largely consistent with each other and, in some instances, can be independently verified. Former City Clerk Deborah Irby stated that Nwadike met regularly with Comm. Holmes in his city hall office – sometimes more than once a month. Holmes admitted having frequent meetings with Nwadike, though he declined to say what they would discuss and noted that there was no “official” reason for the meetings. Ms. Irby also stated that Holmes called the city manager to expedite a payment for Nwadike on one occasion. This further supports Nwadike's claim that Holmes would provide assistance, when needed and that this assistance was in return for his regular payment of bribes.

Nwadike's claim that he sometimes paid Holmes while Holmes was parked at the flea market is consistent with payroll information from G.F.M. Operations showing that Holmes was employed there during 2005 and part of 2006. Investigators have verified other claims by Nwadike about bribes he allegedly paid to former Vice Mayor Terence Pinder, a one-time assistant to Comm. Holmes. (Prior to working for the city, Pinder was regarded as Holmes' “unpaid chief of staff.”) So there is little question that Nwadike was paying bribes to city officials – including Pinder, Holmes and former Public Works Director Amir Shafi, a fugitive believed to be in Pakistan.

Research into Faustin Denis' personal bank records shows that on Sept. 27, 2006, he did withdraw \$9,500 in cash from the Citibank branch on the 1600 block of Coral Way. Earlier in the day, Denis deposited \$30,000 into the account at a Citibank branch in Hialeah. The funds were from his main APAC business account. Denis claimed this money was the source of the \$3,000 bribe he paid Comm. Holmes at his city hall office later that day. The alleged bribe took place exactly two weeks after Denis' firm was awarded a \$1.6 million contract to make improvements to Curtiss Drive, despite a bid protest by a losing bidder claiming unfair treatment.

It is worth noting that Comm. Holmes did not deny having met with both Nwadike and Denis at his city hall office – though, characteristically, he refused to admit it. His credibility would seem to be further undermined by his claim he met routinely with Nwadike, yet he was unable to provide any explanation for the meetings.

The investigation, it should be noted, was not able to identify the proceeds of any of the alleged cash bribes paid to Comm. Holmes since a review of his financial records was largely inconclusive. Sources have suggested that Comm. Holmes keeps a safe at his home, and may use it to protect a cash hoard. This could account for the lack of unidentified cash going into his bank account during the period in question (2005 and 2006). It has further been noted that Comm. Holmes has an unusually high level of security at his home, including the installation of security cameras.

At this point, prosecutors in the SAO Public Corruption Unit should evaluate whether the evidence against Comm. Holmes is sufficient to file charges for bribery/ unlawful compensation. Absent further direction, COE intends to close its investigation at this time. Any additional measures will be taken at the direction of prosecutors.

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