

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST



Investigative Report

To: Michael Murawski, Advocate and Miriam Ramos, Deputy General Counsel

From: Sylvia Batista, Investigator

Re: Elaine Navarre re. Lynda Bell and the City of Homestead (K12-059)

Date: 5/23/12

City of Homestead resident Elaine Navarre (“Navarre”) contacted the COE to describe certain events in connection with her arrest, that she considers were influenced by former City of Homestead Mayor and current Miami-Dade County Commissioner, Lynda Bell (“Bell”), police, and other City officials.

The COE’s issue relates to possible violations of the Conflict of Interest and Code of Ethics Ordinance Section 2-11.1(g) *Prohibition on exploitation of official position*.

Background:

Navarre claims she was falsely arrested in June of 2008 and charged with Battery on a City of Homestead (“City”) police officer, Luis Zavaleta, and domestic battery against her partner of 15 years, Harlin Collins (“Collins”). Navarre explained that the

charges were later dropped, but when she filed an internal affairs complaint against the arresting officers. The State re-filed misdemeanor charges against her simple battery against Officer Zavaleta.

Navarre explained that her arrest resulted from being attacked by Collins two (2) weeks after she took out an \$80,000 loan on her house to purchase Action Plumbing of Miami ("Action"). Navarre said that she and Collins are equal partners in Action, but on the night of the attack, Collins told her that he was sole owner of the company. Collins also told her that he had withdrawn \$5,000 from a \$10,000 jointly held savings account. Navarre said that Collins used the money to hire Bell's attorney, Adriane Skinner, to get a restraining order to keep her away from the company they had just purchased.

Navarre said that Mark Bell ("Mark"), Lynda Bell's husband, works for Action and makes \$60,000 a year. Navarre advised that Collins' relationship with Bell, Mark, and Homestead Police Officer Yanko Rodriguez ("Rodriguez") "facilitated" her arrest. She offered no additional details to support this allegation. Navarre advised that she has not gone near Action since the night of the attack in June of 2008. She said that Collins did not invest any money in the purchase of Action, which at the time was making over \$100,000 a month. For this reason, she feels that Collins and the Bells have directly benefited from keeping her away from Action.

Navarre accepted a plea agreement on the misdemeanor case which required that she complete 50 community service hours, an anger management course, write a letter stating that she regretted what happened, and write a letter stating that she would not sue the City. Navarre said that when she completed all requirements, she was asked by the State to sign a hold harmless agreement. She said that she refused to sign the agreement

which would have benefitted the City and all of its officials by keeping her from suing them.

Navarre said that, in 2009, new charges were filed against her for violating the restraining order and talking to Collins' family in Ohio. She said that she denied the charges because Judge Krieger Martin had vacated any restraining orders in her cases on November 6, 2008. Navarre explains that at the hearing for the 2009 case, she was represented by public defender Cannon, who received the State's charges two (2) days prior to the hearing. Navarre further alleged that she was never told of the charges nor was she given a chance to discuss the allegations with Ms. Cannon in time for the hearing, which took place on July 17, 2009.

Navarre said that at the hearing Judge Krieger Martin charged her with violating pre-trial release conditions, which had been vacated, and she was taken into custody on a misdemeanor with a bond set at \$250,000. The Judge stated on the record when setting her bond that she was going to "teach her a lesson," but, in fact, Navarre said that she believes Judge Krieger Martin had engaged in ex-parte communications with the City and Bell. She believes that this is the reason why the Judge kept pressuring her to sign the hold harmless agreement and breached the plea agreement.

In the considerable amount of material provided by Navarre, Navarre continues to explain the legal actions that have allegedly plagued her, as a result of Bell's efforts to keep her away from her husband's business. Yet, the claim does not seem plausible in view of the fact that Navarre was treated like anyone else would be under similar circumstances.

The investigation revealed that Navarre's claim that Bell's interference resulted in her losing her business is inaccurate. Navarre has never been listed as an owner, director or officer of Action. A business associate search discloses that Navarre may work for International Cruise Club, Inc. in Miami.

Lastly, Navarre claims that she gave Collins \$80,000 from a cash equity loan she took out on her house to purchase Action. Research revealed that the house located at 199 N.W. 19th Street, Homestead, is jointly owned by Navarre and Collins, therefore, the money invested in Action belonged to Collins as well.

Conclusion:

For the reason that the described events occurred beyond the COE's statute of limitation and do not establish a basis to find that Bell and City officials or police officer(s) violated the Conflict of Interest and Code of Ethics Ordinance. Therefore, no further action will be taken on this matter.