



MEMORANDUM

To: Honorable Dean Trantalis, Mayor, City of Fort Lauderdale
and Members, City of Fort Lauderdale Commission

From: Carol J. Breece, Inspector General *Carol J. Breece*

Date: July 5, 2024

Subject: *OIG Final Report Re: Fort Lauderdale City Manager Committed Misconduct by Not Residing in the City and Making a False Statement That He Did Reside in the City, Ref. OIG 23-031-M*

Attached please find the final report of the Broward Office of the Inspector General ("OIG") regarding the above-captioned matter. Our investigation determined that former City of Fort Lauderdale ("City") City Manager Gregorio "Greg" Chavarria engaged in misconduct, including criminal misconduct, stemming from his failure to reside within the City during his term as city manager.

The City's charter requires that its city manager reside within the City during his or her term of office. The OIG determined that, although Mr. Chavarria began his term of office on July 23, 2022, there were no objective facts that demonstrated that he resided in Fort Lauderdale starting that day until at least mid-September 2023. The OIG noted that Mr. Chavarria and his wife purchased a condominium in Fort Lauderdale on October 31, 2022, and sold that condominium on February 13, 2023. The OIG also noted that Mr. Chavarria did not appear to have resided at this condominium. But, regardless of whether Mr. Chavarria did live there, the Chavarrias' purchase of the condominium did not negate the OIG's findings of misconduct because, assuming he did live there, he did so more than three months after he began his role as city manager and accounted for less than four months of his term of office.

The OIG's investigation also found that, in later changing the address that appeared on his driver license to be that of another condominium within the City, Mr. Chavarria engaged in two forms of misdemeanor perjury. He did so when he swore to the Florida Department of Highway Safety and Motor Vehicles ("DHSMV") that a particular address in Fort Lauderdale was his legal residence. However, objective evidence, to include Mr. Chavarria's workday travel pattern, reflected that it was not his legal residence.

The OIG received responses to the preliminary version of this report from Mr. Chavarria, through his attorney, and from Mayor Dean Trantalis, on his own behalf. Neither offered any information that altered the OIG's findings that Mr. Chavarria violated the city charter and state



criminal law, misconduct that was squarely within the authority of the OIG to investigate, according to the Broward County Charter.

In accordance with our charter mandate, we are referring this matter to the Broward State Attorney's Office for whatever action that agency deems appropriate.

cc: Hon. Beam Furr, Vice Mayor, Broward County
Hon. Lamar P. Fisher, Commissioner, Broward County
Hon. Robert McKinzie, Commissioner, Broward County
Hon. Hazelle P. Rogers, Commissioner, Broward County
Mr. Thomas Ansbro, City Attorney
Ms. Susan Grant, Acting City Manager

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

OIG 23-031-M
July 5, 2024

*Fort Lauderdale City Manager Committed Misconduct By Not
Residing In The City And Making A False Official Statement
That He Did Reside In The City*



**FINAL REPORT RE: FORT LAUDERDALE CITY MANAGER
COMMITTED MISCONDUCT BY NOT RESIDING IN THE CITY
AND MAKING A FALSE OFFICIAL STATEMENT THAT HE DID RESIDE IN THE CITY**

SUMMARY

The OIG has concluded its investigation into an allegation that City of Fort Lauderdale City Manager Gregorio “Greg” Chavarria violated the City’s charter by not residing within Fort Lauderdale. We substantiated the allegation.

The City’s charter required the city manager to reside within the City’s limits during his or her term of office. The OIG’s investigation determined that Mr. Chavarria, who was appointed city manager effective July 23, 2022, did not appear to reside in Fort Lauderdale until at least mid-September 2023, more than one year later. Mr. Chavarria’s failure to reside in Fort Lauderdale during his entire term of office amounted to misconduct.¹

In addition to violating the City charter, Mr. Chavarria went so far as to change the address of his legal residence to a Fort Lauderdale address with the Department of Highway Safety and Motor Vehicles (“DHSMV”) on February 25, 2023. Because he did not legally reside there, in doing so, he committed two types of perjury, perjury not in an official proceeding and making a false official statement. These constituted first- and second-degree misdemeanors.

On April 2, 2024, Mr. Chavarria announced his resignation from the City of Fort Lauderdale, effective 60 days from his announcement, or June 1, 2024.

In accordance with our charter mandate, considering the misconduct detailed below, we are referring this matter to the Broward State Attorney’s Office for whatever action it deems appropriate.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the OIG to investigate misconduct and gross mismanagement by any official or employee of either the Charter Government of the County or a municipality within the County. It also empowers the OIG to investigate misconduct and gross mismanagement by those that provide goods and services to the County or any of its municipalities under contract for compensation. On her own initiative or based on a signed, verified complaint, the Inspector General may find good cause and commence an investigation. As part of any investigation, the Inspector General is empowered to subpoena witnesses; administer oaths; require the production of documents and records; audit any program, contract, or operation of the County or any municipality; and

¹ Misconduct is “any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse.” Broward County Charter Sec. 10.01 A.(2).



audit the operations or performance of any provider relating to its contract for compensation with the County or any municipality.

The OIG is also empowered to issue reports, including recommendations; to require officials to provide reports regarding the implementation of those recommendations; and to notify the appropriate civil, criminal, or administrative agencies charged with enforcement. If there is no appropriate agency for enforcement, the Inspector General may bring a quasi-judicial enforcement proceeding before an administrative hearing officer.

INDIVIDUAL COVERED IN THIS REPORT

Gregorio “Greg” B. Chavarria, City Manager, City of Fort Lauderdale

The City Commission appointed Mr. Chavarria to the city manager position effective July 23, 2022. On April 2, 2024, Mr. Chavarria announced that he would be leaving his position as city manager 60 days from the date of his announcement, or June 1, 2024.

RELEVANT GOVERNING AUTHORITIES

Florida Statutes

CHAPTER 322 DRIVER LICENSES

Section 322.19 Change of address or name.— . . .

(2) If a person, after applying for or receiving a driver license or identification card, changes the legal residence or mailing address in the application, license, or card, the person must, within 30 calendar days after making the change, obtain a replacement license or card that reflects the change. . . .

Section 322.33 Making false affidavit perjury.— Any person who makes any false affidavit, or knowingly swears or affirms falsely to any matter or thing required by the terms of this chapter, shall be guilty of perjury and upon conviction shall be punished accordingly.

CHAPTER 837 PERJURY

Section 837.06 False official statements.— Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Section 837.012 Perjury when not in an official proceeding.—

(1) Whoever makes a false statement, which he or she does not believe to be true, under oath, not in an official proceeding, in regard to any material matter shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. . . .



City of Fort Lauderdale Charter (2022)

ARTICLE IV. – EXECUTIVE OFFICERS

Sec. 4.05. - City manager; appointment; qualifications; compensation.

The city commission shall appoint a city manager who shall be the administrative head of the municipal government answerable to and under the direction and supervision of the city commission, and he or she shall hold office at the pleasure of the city commission. . . . He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, shall be over the age of twenty-one (21) years, shall reside in the city during his or her term of office, but he or she need not be a resident of the city or state at the time of his or her appointment. . . .

INVESTIGATION

Investigation Overview

This investigation originated from an allegation that Mr. Chavarria, the City of Fort Lauderdale’s city manager, was in violation of the City’s charter because he did not live in Fort Lauderdale during his term of office. We substantiated the allegation as well as determined that Mr. Chavarria engaged in criminal misconduct by changing the address of his legal residence with the DHSMV and falsely swearing to the veracity of that address.

The OIG’s investigation involved the review of city records, condominium association and apartment complex records, DHSMV records, SunPass records, Miami-Dade County Clerk records, Broward County Clerk records, Miami-Dade County Property Appraiser property records, and property and investigative records from the Broward County Property Appraiser.

The Difference Between Legal Residence and Residence

Best explained in *Keveloh v. Carter*, 699 So. 2d 285, 288 (Fla. 5th DCA 1997), “A person may have several temporary local residences but can have only one legal residence. A legal residence or ‘domicile’ is the place where a person has fixed an abode with the present intention of making it his or her permanent home. . . . A change of residence is accomplished and becomes effective when there is a good-faith intention to establish it, coupled with an actual physical move to the new residence, as evidenced by positive overt acts.”

The court in *Weiler v. Weiler*, 861 So. 2d 472, 476 (Fla. 5th DCA 2003) also made clear that there was “a difference between the terms ‘domicile’ (sometimes referred to as legal, permanent or primary residence) and ‘residence.’” Domicile considers the intent of an individual. “It is the place where an individual has a true, fixed and permanent home, to which he intends to return whenever he is absent.” *Id.* It is the place where one has voluntarily fixed his abode, “not for a mere special or temporary purpose but with a present intention of making it his permanent home.” See *Minick v. Minick*, 111 Fla. 469 (1933).



A determination of residence is a matter of objective fact, that is, an observation of presence in a particular place, as opposed to a determination of domicile which involves the intent of the individual. See *McCarthy v. Alexander*, 786 So.2d 1284, 1285-1286 (Fla. 2d DCA 2001).

Mr. Chavarria's Purported Residences

According to his employment records with the City, Mr. Chavarria was living in North Miami Beach when, effective July 23, 2022, the City Commission appointed him to the position of city manager, a position that required him to reside in Fort Lauderdale. The OIG's investigation determined that Mr. Chavarria did not live in the City for his entire term and that he fraudulently swore that he had moved into the City.

The record of the various properties where he actually and purportedly lived is as follows:

1. 2145 NE 187 Street, North Miami Beach, FL 33179

Mr. Chavarria and his wife purchased a house at 2145 NE 187 St, North Miami Beach, FL 33179 on May 28, 2003. (Exhibit 1) Miami-Dade County Property Appraiser records establish this is a three-bedroom, two-bath, 1,737-square-foot, single-family home on a 7,920-square-foot lot. It was improved in 2015 with the addition of a wood fence, concrete slab patio, and swimming pool. Mrs. Chavarria and Mr. Chavarria, as a remainderman,² received a homestead exemption on the property for 2022 and 2023.³ (Composite Exhibit 2)

The City used this same North Miami Beach address for Mr. Chavarria's background check before it hired him as an assistant city manager in 2020. (Exhibit 3, p. 1)⁴

Furthermore, DHSMV's Driver and Vehicle Identification Database ("DAVID")⁵ records reflected the address of Mr. Chavarria's North Miami Beach house as his mailing and residential address through February 25, 2023, approximately seven months after he became the city manager.

2. 1170 North Federal Highway, Unit 501, Fort Lauderdale, FL 33304 ("East Point Towers")

On October 31, 2022, approximately three months after Mr. Chavarria became the city manager, he and his wife purchased a unit within the East Point Towers Condominium at 1170 North Federal Highway, Unit 501, Fort Lauderdale, FL 33304. (Exhibit 4) According to Broward County Property Appraiser records, this was a two-bedroom, two-bath, 1,920-square-foot unit. (Exhibit 5)

² "Remainderman" is the holder of the remainder interests upon the expiration of a tenant's estate in property. Section 738.801(1)(a), Florida Statutes.

³ On July 31, 2023, Mr. and Mrs. Chavarria, as grantors, granted a life estate to Mrs. Chavarria and the remainder to Mr. Chavarria. (Composite Exhibit 2, p. 1)

⁴ Given the size of Mr. Chavarria's employment file, this exhibit is composed of the relevant excerpts.

⁵ DAVID is a multifaceted database that affords immediate retrieval of driver and motor vehicle information to law enforcement and criminal justice officials. Retrieved on May 28, 2024, from <https://www.flhsmv.gov/courtsenforcement/david/>. The ability to release DAVID records is limited by law.



In his August 23, 2022, application for residency for East Point Towers, Mr. Chavarria listed Mrs. Chavarria as his spouse and his children as the unit's other occupants. He also cited "Job requirement" as his "Reason For Moving." (Exhibit 6, p. 1)⁶

Within the same application package, Mr. Chavarria submitted a Mailing Address Form. In answer to the prompt, "Mailing Address for all association correspondence, coupons, statements, letters, violations, etc. should be sent to," he did not select the option "Property Address." Instead, he selected the option "Alternate Mailing Address." He listed his North Miami Beach address as the "Alternate Mailing Address." (Exhibit 6, p. 2)

Mr. Chavarria and his wife sold the East Point Towers property on February 13, 2023, 105 days after purchasing it. (Exhibit 7)

3. 615 NE 12th Avenue, Apt. 104, Fort Lauderdale, FL 33304 ("La Cancha")

On February 25, 2023, Mr. Chavarria applied for a change of residential address with the DHSMV from 2145 NE 187 Street, North Miami Beach, FL 33179 to 615 NE 12th Avenue, Apt. 104, Fort Lauderdale, FL 33304. This new address was a unit in the La Cancha Condominium.

Mr. Chavarria kept the North Miami Beach property as his mailing address with the DHSMV.

Broward County Property Appraiser records identified the owner of the La Cancha property to be "S.W." (Exhibit 8) Those records also established that this property was a one-bedroom, one-bath, 720-square-foot unit.

4. 301 SW 1st Avenue, #2415, Fort Lauderdale, FL 33301 ("Society Las Olas")

On September 15, 2023, Mr. Chavarria emailed the City's director of human resources and gave his new home address of 301 SW 1st Ave, #2415, Fort Lauderdale, FL 33301. (Exhibit 3, p. 2 - 3) This address was an apartment at the Society Las Olas apartment complex.

According to his February 24, 2024, application to Society Las Olas to move from apartment 2415 to SL-1517 for "better pricing," Mr. Chavarria purportedly leased apartment 2415 starting on September 18, 2023. (Exhibit 9, p. 1) Notably, in this application, Mr. Chavarria only listed the North Miami Beach home under his previous address information. He did not list the East Point Towers or the La Cancha address. He cited that his reason for moving in September 2023 was "Need to be close to work." (Exhibit 9, p. 2)

On September 20, 2023, Mr. Chavarria submitted another application for a change of address to DHSMV wherein he changed both his residential and mailing address to the Society Las Olas apartment address.

⁶ Given the length of the application package, this exhibit is composed of the relevant excerpts.



Mr. Chavarria Engaged in Misconduct by Not Residing in the City and by Committing Perjury

Based on what the OIG's investigation uncovered, Mr. Chavarria attempted to make it appear as if he resided within Fort Lauderdale on February 25, 2023, when he changed his legal address with DHSMV to reflect the La Cancha address approximately seven months after his term of office began with the City. Accordingly, Mr. Chavarria not only violated the City's charter requirement that the city manager reside within the city limits, but he also violated state law by falsely swearing to legally residing at an address that was not his legal residence—an act that constituted two types of perjury, making a false official statement and perjury not in an official proceeding.

As explained above, Florida courts have acknowledged that there is a distinction between a residence and a legal residence. Specifically, the law considers an individual's legal residence as the place where the individual has a permanent home to which he intends to return. That intent is established by positive overt acts that show the individual's intent to make a particular location the individual's permanent home. On the other hand, residence is met by observation of an objective fact, that is the observation of an individual's physical presence in the place the individual purportedly resides.

Section 4.05 of the City's charter requires the city manager to reside in the City of Fort Lauderdale during his or her term of office. But the OIG's investigation determined that, as city manager, Mr. Chavarria did not do so for his entire term.

1. Mr. Chavarria Did Not Appear to Reside at East Point Towers

To begin, although Mr. Chavarria and his wife purchased the property within East Point Towers on October 31, 2022, there were no objective facts showing that he resided there. Instead, the objective facts suggested that Mr. Chavarria used this property to have an address in Fort Lauderdale as doing so was, as Mr. Chavarria indicated in his August 23, 2022, application for residency at East Point Towers, a "Job requirement."

Mr. Chavarria changed neither his residential address nor his mailing address with the DHSMV to the East Point Towers condominium. Also, Mr. Chavarria requested the association to mail important association correspondence to his North Miami Beach house, a request that would not be necessary if he intended to reside at East Point Towers. We also saw that later, in a lease application filed in February 2024, he listed his North Miami Beach house but did not list East Point Towers as a previous address. (Exhibit 9, p. 2)

As well, Mr. Chavarria never sought reimbursement for moving expenses from the City. Pursuant to his employment contract, Mr. Chavarria was entitled to reimbursement of up to \$5,000.00 for moving his household to Fort Lauderdale. (Exhibit 10, p. 5) According to the Deputy City Clerk, Mr. Chavarria did not submit for reimbursement of any moving expenses.

The OIG's investigation did not discover any indication that, upon starting as city manager, Mr. Chavarria resided in Fort Lauderdale in line with the City charter section 4.05 requirement that the city manager live within the city limits. As Mr. Chavarria did not appear to reside at East Point Towers, he violated Section 4.05 of the City's charter by nevertheless starting and continuing his position as city manager without living in Fort Lauderdale.



We gave Mr. Chavarria the opportunity to interview with the OIG, but, through his counsel, he declined to meet with us.

2. Mr. Chavarria Did Not Legally Reside at La Cancha

The OIG's investigation also determined that, even though on February 25, 2023, Mr. Chavarria changed the address of his legal residence with the DHSMV to the La Cancha address, he had no intent to make the La Cancha property his permanent home. As that address was not his legal residence and yet he swore to the DHSMV that it was, Mr. Chavarria committed perjury not in an official proceeding and making a false official statement, first-degree and second-degree misdemeanors.

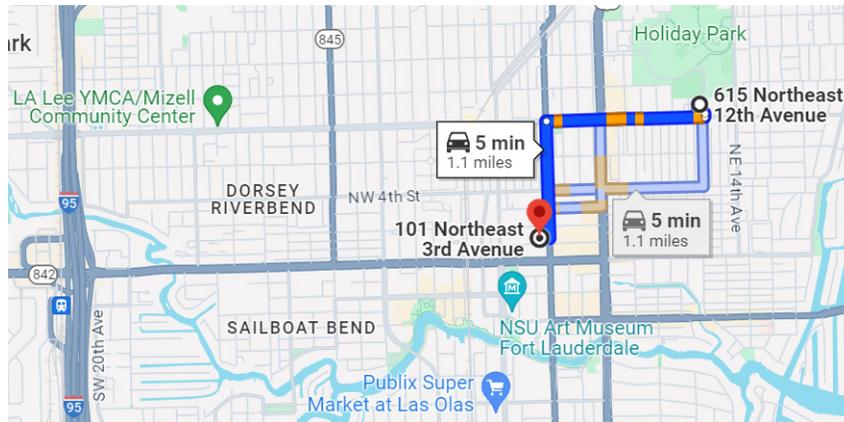
According to Broward County Property Appraiser records, this unit within the La Cancha Condominium was a one-bedroom, one-bath, 720-square-foot unit on which a homestead exemption was claimed by the record owner, S.W. On or about September 6, 2023, following the receipt of a tip regarding a homestead exemption violation, the Property Appraiser's staff spoke to S.W. to determine whether S.W. was renting out his unit. S.W. reportedly confirmed living in the unit and denied renting it out. He also reportedly offered that his "very good friend" was staying with him and not paying rent. (Exhibit 11)

In the future lease application that Mr. Chavarria filed in February 2024 (referred to above in the East Point Towers discussion), he also did not list La Cancha as a previous address. (Exhibit 9, p. 2)

To believe that Mr. Chavarria intended the La Cancha address to be his permanent home is to believe that Mr. Chavarria moved to S.W.'s address and intended to stay permanently in S.W.'s one-bedroom condominium, without paying rent, when he changed the address of his legal residence with the DHSMV. Such a belief is patently unreasonable, especially since, on September 15, 2023, nine days after the Broward County Property Appraiser's Office spoke to S.W., Mr. Chavarria emailed the City's director of human resources and gave the Society Las Olas address as his new home address. (Exhibit 3, p. 2 -3)

Finally, Mr. Chavarria's routine commute between February 25, 2023, and September 15, 2023, also demonstrated that he did not legally reside at the La Cancha address of 615 NE 12th Avenue. Mr. Chavarria's work address, 101 NE 3rd Avenue, Fort Lauderdale, FL,⁷ was approximately 1.1 miles from La Cancha. As seen in OIG Figure 1 below, the drive between the two locations only required the use of local roads.

⁷ In April 2023, City Hall, which was located at 100 N. Andrews Avenue, Fort Lauderdale, FL, flooded. City Hall is currently located at 101 NE 3rd Avenue, Fort Lauderdale, FL. We considered the 0.2 mile difference in distance inconsequential for purposes of our analysis.



OIG Figure 1: Google Maps driving route from La Cancha to the City's temporary city hall (Exhibit 12)

Despite purportedly living within walking distance of his City work address, Mr. Chavarria's vehicle traveled on I-95 on a routine basis in a pattern that suggested that he was commuting north to work from outside the City.

I-95 joins various local regions, including Miami and Fort Lauderdale. It is free of charge other than for drivers wanting to use the I-95 Express through High Occupancy Toll ("HOT") lanes. Those who use the HOT lanes are charged electronically through SunPass or another Florida-compatible transponder.⁸ As shown in OIG Figure 2 below, a commuter traveling from North Miami Beach northbound on I-95 to Fort Lauderdale who wants to use the I-95 Express can either enter the HOT lane through the entry south of the toll gantry⁹ at Miami Gardens Drive or further north, just south of the Hallandale Beach Boulevard toll gantry.

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⁸ Retrieved on April 11, 2024, from <https://95express.com/95-express-faqs/95-express-faq/about-95-express/>

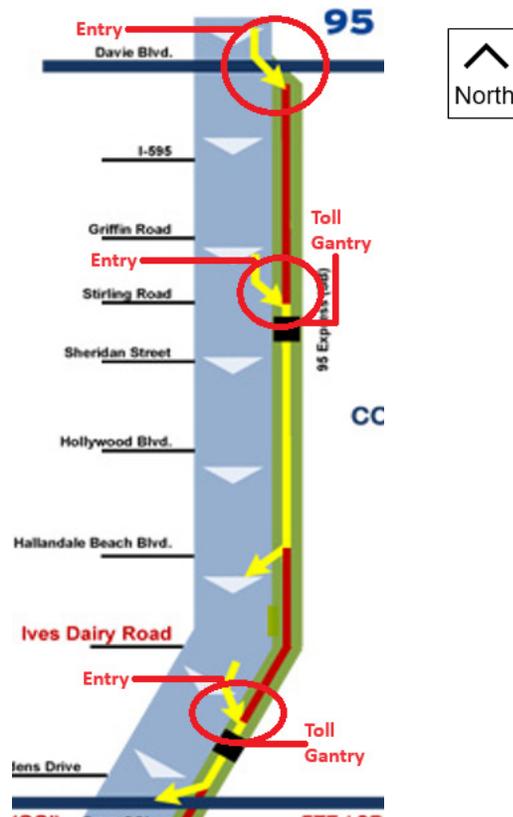
⁹ Retrieved on May 21, 2024, from <https://www.paturnpike.com/all-electronic-tolling/open-road-tolling#:~:text=In%20an%20ORT%20system%2C%20tolls,vehicle%20and%20electronically%20processes%20tolls>



OIG Figure 2: I-95 Express Entry Points and Toll Gantries on HOT Northbound (Exhibit 13)

As seen in OIG Figure 3 below, a commuter traveling from Fort Lauderdale southbound to North Miami Beach on I-95 and wanting to use the I-95 Express will either enter the HOT lane through Davie Blvd. or have another opportunity just south of Stirling Road's toll gantry and south of Ives Dairy Road's toll gantry.

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OIG Figure 3: I-95 Express Entry Points and Toll Gantries on HOT Southbound (Exhibit 14)

In tandem with this investigation, we reviewed SunPass transponder records for the transponder and license plate associated with Mr. Chavarria’s vehicle. The SunPass transaction history showed that, between February 25, 2023, and September 15, 2023, the SunPass transponder routinely traveled north of North Miami Beach and south of Fort Lauderdale using the I-95 Express lanes.

Specifically, from February 25, 2023, the date that Mr. Chavarria changed his “legal residence” with DHSMV to the La Cancha property, through September 15, 2023, the date that Mr. Chavarria changed his address with the City to the Society Las Olas property, Mr. Chavarria’s vehicle’s SunPass records reflected that the “I-95 HALLANDALE EXLNB MP19” gantry captured the transponder, before 12:00 p.m., on 51 work days of the 141 work days within that timeframe.¹⁰ The “I-95 STIRLING RD EXLNB SB MP22” gantry captured the transponder, after 12:00 p.m. on 8 of the work days. On 35 work days, both gantries captured the transponder—the northbound gantry in the morning and the southbound gantry in the afternoon or evening. In total, the transponder either used the I-95 Express lanes to travel north at the beginning of a work day, south at the end of a work day,

¹⁰ This calculation excludes four holiday weekdays: Memorial Day, May 29, 2023, Juneteenth, June 19, 2023, Independence Day, July 4, 2023, and Labor Day, September 4, 2023.



or both north at the beginning of the day then south at the end of the same work day on 94 days, or approximately 67% of the work days between February 25, 2023, and September 15, 2023.¹¹

Activity on the transponder associated with Mr. Chavarria's vehicle had a marked decline after mid-September 2023, which coincided with the date he reported living at Society Las Olas to the City's Human Resources Director.

Again, we gave Mr. Chavarria the opportunity to interview with the OIG but he declined our invitation through counsel.

The totality of the circumstances establish that Mr. Chavarria did not intend the La Cancha address to be his permanent residence. Accordingly, it was not his legal residence, and his statement to the DHSMV indicating otherwise amounted to criminal misconduct.

Neither S.W. Nor Mr. Chavarria Interviewed with the OIG

The OIG invited both S.W. and Mr. Chavarria to interview with us in conjunction with this investigation. S.W. appeared for his interview with counsel and invoked his Fifth Amendment right against self-incrimination on April 9, 2024. Through counsel, Mr. Chavarria declined his interview on April 11, 2024.

RESPONSES TO THE PRELIMINARY REPORT

In accordance with Section 10.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the City of Fort Lauderdale and any implicated parties for their discretionary written responses. The OIG received three written responses, two from Mr. Chavarria, through his attorney, and one from Mayor Dean Trantalis, individually.¹² These responses are attached and incorporated herein as Composite Appendix A and Appendix B, respectively. We appreciate receiving these responses.

1. Response from Greg Chavarria, Former City Manager

Mr. Chavarria submitted two responses through his attorney, one of which included what seemed to be a reference letter from City Commissioner Warren Sturman addressed to "To Whom It May Concern."

In his responses, Mr. Chavarria made various representations and suggestions that require either correction or clarification.

At the outset, Mr. Chavarria alleged that the OIG improperly published the preliminary report without first giving him the opportunity to review it with his lawyer. This is not correct; we complied with the law's mandates. Specifically, on May 30, 2024, we issued the preliminary report to the City of Fort Lauderdale and Mr. Chavarria, as dictated by section 10.01 D.(2)(a) of the Broward County Charter. (Composite Exhibit 15) Moreover, just as we assured Mr. Chavarria we would when we issued the

¹¹ The transponders would not capture travel on regular I-95 lanes.

¹² At the June 4, 2024, City Commission meeting, Mayor Trantalis advised the Acting City Manager that the City should not respond to the OIG's preliminary report as a commission and invited those who wished to respond, to respond individually.



preliminary report, we both (1) gave him 30 days to respond to the preliminary report, that is, until July 1, 2024, and (2) acted in accordance with the confidentiality provisions of chapters 112 and 119 of the Florida Statutes and the Broward County Charter by not acknowledging the existence of the investigation or releasing the preliminary report when we received multiple inquiries regarding it – including public records requests – during the 30-day response period. (Exhibit 16, Composite Exhibit 17)

Next, Mr. Chavarria challenged our observation that he did not appear to live in Fort Lauderdale during his entire term of office by suggesting he lived at the East Point Towers property, which he and his wife owned from October 31, 2022, through February 13, 2023. This assertion suggests that the OIG's findings must fail if Mr. Chavarria can prove he lived any one day in the City during his 22-month term as city manager. But this is not the law. The City's charter requires the city manager to reside in the City during his or her term of office, not parts of his or her term of office. To interpret the law otherwise would render it meaningless.

In what seemed to be an attempt to explain his brief, four-month ownership of the East Point Towers condominium, Mr. Chavarria offered that his children went to school in Fort Lauderdale but ultimately returned to their previous school because of difficulties they encountered at their new school. Furthermore, Mr. Chavarria indicated that he had the East Point Towers Condominium Association mail important documents to his North Miami Beach house before he purchased the condominium to ensure he had access to correspondence it needed to send to him. Finally, Mr. Chavarria offered that, while he incurred moving expenses, he did not submit them for reimbursement because, according to him, his contract required him to hold the position for two years before he qualified for reimbursement.

Mr. Chavarria indicated that we overlooked "some possible explanation" for his transponder activity and offered that there were occasions when he attended to family matters in North Miami Beach in the early morning or evening hours and did not always use the express lanes "during late-night returns to minimize costs. The same applies in reverse for early morning visits." In other words, Mr. Chavarria offered that, on occasion, he drove south early in the morning using regular I-95 lanes but drove back north using the I-95 express lane later that morning, as well as drove south in the evening using the I-95 express lane but drove back north using regular I-95 lanes in the late night.

Preliminarily, as to Mr. Chavarria's suggestion that he offered his North Miami Beach house address to the condominium association as an alternate mailing address to ensure he did not miss important documents that the association sent before he purchased the home, the OIG points out that the association already knew where Mr. Chavarria was living at the time he submitted his application for residency to the association. It was part of his application under "Present Street Address." (Exhibit 6) The Mailing Address Form made clear it was meant for the provision of an alternate address for the association to send all its correspondence pertaining to a property owner's property, that is, the type of correspondence sent after the property's purchase.

Moreover, Mr. Chavarria's representation that his contract required that he hold the city manager position for two years before he qualified for reimbursement of his moving expenses is contradicted by his employment contract's plain language. His contract with the City did not indicate that he had to wait two years before he could submit for reimbursement of his moving expenses. Instead, his



contract stated that the City would reimburse up to \$5,000.00 for moving expenses but that it would be entitled to a refund of the moving expense reimbursement if Mr. Chavarria were to terminate his employment with the City within two years of his start date. (Exhibit 10, p. 6)

At bottom, any challenge to the OIG's observation that Mr. Chavarria did not appear to live at the East Point Towers property has no bearing on our ultimate finding of misconduct. That is because, even if we accepted as true that Mr. Chavarria lived at the East Point Towers condominium, there were no objective facts that suggested that he lived in Fort Lauderdale from July 23, 2022, the day he started as city manager, through October 30, 2022, the day before he and his wife purchased the East Point Towers property. Additionally, other than the driver license he unlawfully obtained with the La Cancha property address, there were no objective facts that suggested that he lived in Fort Lauderdale from February 14, 2023, the day after he and his wife sold the East Point Towers property, until at least September 2023, when he moved into the Society Las Olas apartment.

Nonetheless, we requested from Mr. Chavarria, through his attorney, the receipts purportedly reflecting his moving expenses that he offered to provide in his response. The documents Mr. Chavarria submitted to us on June 12, 2024, amounted to copies of (1) a sales invoice from Florida Marine Movers, LLC, reflecting a November 4, 2022, service date and billing for 6.5 hours of moving services from the North Miami Beach house to the East Point Towers condominium for a total \$750.00¹³ (Exhibit 19); (2) a freight bill from "Carrier 2 Movers @ Florida Marine Movers" reflecting a November 4, 2022, order date and November 29, 2022, initials and signatures indicating that the move from the North Miami Beach property to the East Point Towers Property took half an hour,¹⁴ certifying that the job was complete, and certifying that the signer inspected the goods and premises and found no damages (Exhibit 20); (3) an East Point Towers Confirmation of Move In/Move Out form dated October 24, 2022, indicating a November 2, 2022, move in (Exhibit 21); and (4) a \$500.00 check written on the joint account of Mr. and Mrs. Chavarria dated October 24, 2022, with the words "Moving Security Deposit" in the "For" line. (Exhibit 22) While Exhibit 20 was titled, "Combined Uniform Household Goods Bill of Lading and Freight Bill," among the documents Mr. Chavarria provided on June 12, 2024, there was no description of the items moved.

Again, these documents did not negate the misconduct we found. At best, they suggested that a moving service took half an hour and charged a total cost of \$304.50 to move the Chavarria household from the North Miami Beach house to the East Point Towers condominium on November 4, 2022. At worst, they suggested that the moving service took half an hour and charged \$304.50 to move the Chavarrias from the North Miami Beach house to the East Point Towers condominium on November 29, 2022.

Nor did Mr. Chavarria's explanation for his transponder activity negate the misconduct we found. Mr. Chavarria's transponder activity reflected that Mr. Chavarria routinely drove north to Fort Lauderdale on work days in the morning hours and routinely drove back south in the afternoon and evening hours. While, in theory, there are a multitude of "possible explanation[s]" for this pattern, we relied on the reasonable one –Mr. Chavarria's travel pattern on a majority of the work days between mid-

¹³ The document's properties reflected a November 29, 2022, creation date. (Exhibit 18)

¹⁴ The freight bill reflected a "reservation received" of \$750.00. A review of the freight bill suggested that Mrs. Chavarria was due a \$445.50 credit as she purportedly paid for 6.5 labor hours and only used 0.5 labor hours. Therefore, the bill reflected the minimum 2-hour labor charge.



February 2023 and mid-September 2023 was consistent with a commute to Fort Lauderdale for work from somewhere south.

Mr. Chavarria's responses, including the documents he provided us, did nothing to dispute our ultimate findings—that Mr. Chavarria did not live in Fort Lauderdale during his term as city manager starting on July 23, 2022, and that he falsely swore to the DHSMV that the La Cancha property address was his legal address.

Finally, Commissioner Sturman's reference letter was also unavailing. While Commissioner Sturman dedicated most of his letter to complimenting Mr. Chavarria and his service as city manager, he offered that he "had the opportunity to pick [Mr. Chavarria] up and drop him off from places where he lived in Fort Lauderdale." But, again, such an assertion has no bearing on our ultimate finding of misconduct where it does little, if anything, to establish that Mr. Chavarria lived in Fort Lauderdale during his term of office.

In consideration of the documentation that Mr. Chavarria submitted after we provided him our preliminary report, we removed references to his not having incurred moving expenses. We also amended the summary and conclusion to reflect that he did not appear to reside in the City until at least mid-September 2023.

2. Response from Mayor Dean Trantalis, City of Fort Lauderdale

Mayor Trantalis's response in part challenged the OIG's observation that Mr. Chavarria did not appear to live at the East Point Towers condominium. However, none of his remarks dispute our ultimate findings about Mr. Chavarria's misconduct.

In challenging the OIG's observation that Mr. Chavarria did not appear to live at the East Point Towers condominium, which Mr. Chavarria and his wife owned just from October 31, 2022, to February 13, 2023, the mayor recounted conversations he had with Mr. Chavarria and others who had conversations with Mr. Chavarria about the East Point Towers property, offering that such conversations showed that Mr. Chavarria made a good faith effort to comply with the charter. The mayor also characterized Mr. Chavarria as a hard-working, innovative, and responsive manager.

Even assuming these observations to be true, the City's charter required that, although the city manager did not have to reside within the City at the time of his or her appointment, he or she had to reside in the City during his or her term of office. This legal requirement that he live in the City during his term did not provide for any exceptions such as the good faith exception that Mayor Trantalis suggested. Nor did the City's charter provide that a city manager would satisfy the residency requirement by living in the City at any time during his or her term of office, a provision that would need to exist for Mr. Chavarria's residence at the East Point Towers property to be dispositive of the issue. As we observe above in addressing Mr. Chavarria's response, the City's charter required the city manager to reside in the City during his or her term of office, not parts of his or her term of office, and to interpret the law otherwise would render it meaningless.

The mayor took exception to the OIG's investigation of the city manager residence requirement, a matter he described as pointless and whimsical and asserted was unworthy of the spending of



government resources. In criticizing the OIG for conducting such an investigation, Mayor Trantalis essentially dismissed a provision of his own city's charter, a product of the will of the City's voters and the primary legal directive under which the City government must operate. Unless and until a city charter provision is repealed, it remains a law to which this office may hold an official, employee, or provider accountable.

Mayor Trantalis also charged the OIG with exceeding the scope of its authority, offering his interpretation that investigating misconduct and gross mismanagement was limited to ensuring there was no "wasteful spending, decision-making that would compromise the best interests of its citizens, or criminal activity that would subvert the individual's role in their position as policy-maker." He further suggested that this office was motivated by something other than its mission to act as an independent watchdog for the residents of Broward County.

But the OIG follows the county charter. It is the Broward County Charter, which establishes the OIG's authority to investigate misconduct and gross mismanagement, that provides the definitions of misconduct and gross mismanagement that the OIG must and does follow. The county charter defines "misconduct" as "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse." Section 10.01 A.(2). As conduct that amounts to a violation of a city charter and a violation of Florida's criminal laws falls squarely within the county charter's definition of "misconduct," the OIG has authority to investigate that conduct so long as it has authority over the individual whose conduct is questioned. That we abide by our duties regardless of the individual's good standing in the community is not a sign of insidiousness but rather corroborates our impartiality and independence.

Finally, we observe that, like Mr. Chavarria, Mayor Trantalis did not undertake to address the OIG's finding that Mr. Chavarria committed perjury by falsely swearing to the La Cancha property as his legal residence.

CONCLUSION

The OIG has concluded its investigation into an allegation that Fort Lauderdale City Manager Chavarria did not live within the city limits, in violation of the City's charter. Through the circumstances we detail throughout this report, we substantiated the allegation, determining that Mr. Chavarria did not appear to reside in Fort Lauderdale until at least September 15, 2023, shortly after the Broward County Property Appraiser investigated S.W.'s homestead exemption and approximately 14 months after he began as city manager.

The OIG also determined that Mr. Chavarria engaged in criminal misconduct when he changed his address with the DHSMV to the La Cancha address, which he did not intend to make his permanent home and was not his legal residence. As he falsely swore to the veracity of the address of his legal residence, Mr. Chavarria committed perjury not in an official proceeding and making a false official statement, first-degree and second-degree misdemeanors.

On April 2, 2024, Mr. Chavarria announced his resignation as the city manager for personal reasons, effective 60 days from his announcement, or June 1, 2024.

In accordance with our charter mandate, we are referring this matter to the Broward State Attorney's Office for whatever action that agency deems appropriate.

OIG 23-031-M

EXHIBIT 1



CFN 2003R0474112
 OR Bk 21419 Pgs 2923 - 2924; (2pgs)
 RECORDED 07/12/2003 08:18:35
 DEED DOC TAX 1,428.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by:

Joel A. Savitt, Attorney at Law
 20801 Biscayne Boulevard, Suite 506
 Aventura, Florida 33180-1430

Mailing Address:
 Post Office Box 1262
 Hallandale Beach, Florida 33008-1262

Phone: 305- 936-8844
 Fax: 305- 936-1804

Folio No. 07-2204-023-0030

WARRANTY DEED

THIS WARRANTY DEED, made this 28 day of May, 2003, between **STOKELY G. MARCO and IRENE MARCO**, husband and wife, collectively the "Grantor," and **GREGORIO B. CHAVARRIA and LILIA A. CHAVARRIA**, husband and wife, collectively the "Grantee," whose post office address is 2145 N.E. 187th Street, North Miami Beach, FL 33179.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this Instrument and the heirs, legal representatives and assigns of Individuals, and the successors and assigns of corporations)

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grant, bargain, sell and convey to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida:

The West 88 feet of Lot 3, of GREYNOLDS PARK WEST, according to the Plat thereof, as recorded in Plat Book 67, Page 138, of the Public Records of Miami-Dade County, Florida.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the year 2003 and subsequent years.

344

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature of First Witness

Vicki Drillick
Printed Name of First Witness

[Signature]
Signature of Second Witness

Cestlie Michaelson
Printed Name of Second Witness

[Signature]
STOKELY G. MARCO

2129 N.E. 187th Street
North Miami Beach, FL 33179

[Signature]
IRENE MARCO

2129 N.E. 187th Street
North Miami Beach, FL 33179

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Warranty Deed was acknowledged before me this 18 day of May, 2003, by STOKELY G. MARCO and IRENE MARCO, husband and wife.

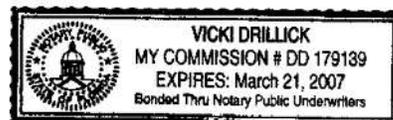
Personally Known to Me
Produced Identification

Type of Identification

[Signature]
Notary Public, State of Florida

Printed Name of Notary Public

-2-



OIG 23-031-M

**COMPOSITE
EXHIBIT 2**

PREPARED BY: THOMAS G. LEE, ESQ.
BURTON & LEE
12555 Orange Drive, 4025
Davie, Florida 33330



CFN 2023R0575734
OR BK 33841 Pgs 2803-2804 (2Pgs)
RECORDED 08/17/2023 11:52:49
DEED DOC TAX \$0.60
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RETURN TO: THOMAS G. LEE, ESQ.
BURTON & LEE
12555 Orange Drive, 4025
Davie, Florida 33330

Parcel ID:. 07 - 2204 - 023 - 0030

ENHANCED LIFE ESTATE DEED

THIS INDENTURE, made this 31 day of July, 2023 between **GREGORIO B. CHAVARRIA and LILIA A. CHAVARRIA, husband and wife**, whose post office address is 2145 N. E. 187th Street, North Miami Beach, Florida 33179, *Grantor*, and **LILA A. CHAVARRIA** for a life estate interest, without any liability for waste, and with full power and authority in said life tenant to sell, convey, mortgage, lease or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remainderman, and with full power and authority to retain any and all proceeds generated thereby, and upon death of the last life tenant, the remainder, if any, to **GREGORIO B. CHAVARRIA**, whose post office address is 2145 N. E. 187th Street, North Miami Beach, Florida 33179, *Grantee*,

WITNESSETH, That said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in *Miami-Dade County, Florida*, to-wit:

The West 88 feet of Lot 3, of GREYNOLDS PARK, according to the Plat thereof, as recorded in Plat Book 67, Page 138 of the Public Records of Miami-Dade County, Florida.

SUBJECT TO:

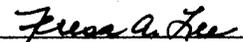
Conditions, restrictions, reservations, limitations and easements of record, if any, but any such interests that may have been terminated are not hereby reimposed; and subject to applicable zoning ordinances and taxes and assessments for the year 2022, and subsequent years.

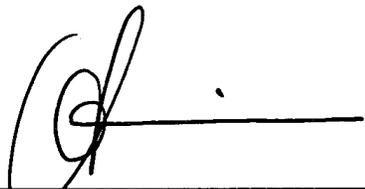
And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

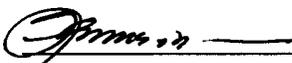
GREGORIO B. Chavarria & Lilia A. Chavarria
Warranty Deed
Page 1 of 2

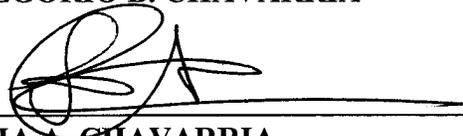
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Print Name: TERESA A. LEE


GREGORIO B. CHAVARRIA


Print Name: THOMAS G. LEE


LILIA A. CHAVARRIA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 31 day of July, 2023 by **GREGORIO B. CHAVARRIA and LILIA A. CHAVARRIA, husband and wife**, who () are personally known to me or () who produced driver's licenses as identification.



THOMAS G. LEE
Commission # HH 261223
Expires May 13, 2026


NOTARY PUBLIC
My Commission Expires:

Gregoria B. Chavarria & Lilia A. Chavarria
Warranty Deed
Page 2 of 2



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On: 05/25/2024

PROPERTY INFORMATION	
Folio	07-2204-023-0030
Property Address	2145 NE 187 ST NORTH MIAMI BEACH, FL 33179-4311
Owner	LILA A CHAVARRIA LE , REM GREGORIO B CHAVARRIA
Mailing Address	2145 NE 187 ST NORTH MIAMI BEACH, FL 33179
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	1,810 Sq.Ft
Living Area	1,700 Sq.Ft
Adjusted Area	1,737 Sq.Ft
Lot Size	7,920 Sq.Ft
Year Built	1964



ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$372,377	\$269,055	\$190,003
Building Value	\$160,499	\$160,499	\$120,895
Extra Feature Value	\$33,996	\$34,359	\$34,722
Market Value	\$566,872	\$463,913	\$345,620
Assessed Value	\$238,214	\$231,276	\$224,540

TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$188,214	\$181,276	\$174,540
SCHOOL BOARD			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$213,214	\$206,276	\$199,540
CITY			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$188,214	\$181,276	\$174,540
REGIONAL			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$188,214	\$181,276	\$174,540

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Save Our Homes Cap	Assessment Reduction	\$328,658	\$232,637	\$121,080
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>



OFFICE OF THE PROPERTY APPRAISER

Generated On: 05/25/2024

Property Information

Folio: 07-2204-023-0030

Property Address: 2145 NE 187 ST

Roll Year 2023 Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	RS-2	0600	Front Ft.	88.00	\$372,377	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1964	1,810	1,700	1,737	\$160,499
EXTRA FEATURES						
Description	Year Built	Units	Calc Value			
Wood Fence	2015	80	\$1,216			
Pool 6' res BETTER 3-8' dpth, tile 250-649 sf	2015	1	\$27,900			
Patio - Concrete Slab w/Roof Aluminum or Fiber	1977	160	\$900			
Patio - Concrete Slab	2015	1,070	\$3,980			

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 05/25/2024

Property Information

Folio: 07-2204-023-0030

Property Address: 2145 NE 187 ST

Roll Year 2022 Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	RS-2	0600	Front Ft.	88.00	\$269,055	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1964	1,810	1,700	1,737	\$160,499
EXTRA FEATURES						
Description			Year Built	Units	Calc Value	
Wood Fence			2015	80	\$1,229	
Pool 6' res BETTER 3-8' dpth, tile 250-649 sf			2015	1	\$28,200	
Patio - Concrete Slab w/Roof Aluminum or Fiber			1977	160	\$907	
Patio - Concrete Slab			2015	1,070	\$4,023	

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 05/25/2024

Property Information

Folio: 07-2204-023-0030

Property Address: 2145 NE 187 ST

Roll Year 2021 Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	RS-2	0600	Front Ft.	88.00	\$190,003	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1964	1,810	1,700	1,737	\$120,895
EXTRA FEATURES						
Description			Year Built	Units	Calc Value	
Wood Fence			2015	80	\$1,242	
Pool 6' res BETTER 3-8' dpth, tile 250-649 sf			2015	1	\$28,500	
Patio - Concrete Slab w/Roof Aluminum or Fiber			1977	160	\$914	
Patio - Concrete Slab			2015	1,070	\$4,066	

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OFFICE OF THE PROPERTY APPRAISER

Generated On: 05/25/2024

Property Information

Folio: 07-2204-023-0030

Property Address: 2145 NE 187 ST

FULL LEGAL DESCRIPTION

GREYNOLDS PARK WEST PB 67-138
W88FT LOT 3
LOT SIZE 88.000 X 90
COC 21419-2923 05 2003 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
07/31/2023	\$100	33841-2803	Life Estate interest
05/01/2003	\$238,000	21419-2923	Sales which are qualified

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OIG 23-031-M

EXHIBIT 3

Disclaimer

NOTICE

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NOTA

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Disclaimer

Employers Choice Screening
13210 Florence Avenue
Santa Fe Springs, CA 90670
Phone: 800-424-7011
Fax: 800-491-9323

FILE NUMBER	210456	REPORT DATE	08-11-2020
REPORT TO	City of Fort Lauderdale (PC-19-0002) 100 N. Andrews Avenue Fort Lauderdale, FL 33301 Phone: (954) 828-5767 Fax: -	ORDER DATE	08-05-2020 Anthony Roberts
		TYPE	City of Fort Lauderdale Background Screening Services

Application Information

APPLICANT	CHAVARRIA, GREGORIO BARNEY	SSN	[REDACTED]	DOB	09-27-1977
DRIVERS LICENSE	-	PHONE NUMBER	3052992038		
E-MAIL	Greg_Chavarria@hotmail.com				
ADDRESS(ES)	2145 NE 187 ST	CITY / STATE / ZIP	NORTH MIAMI BEACH, FL 33179		

Driver's License History

RESULTS	License Found		
STATE OF ISSUE	Florida	SEARCH DATE	08-05-2020 7:05 AM MDT
LICENSE NUMBER	[REDACTED]		

License Number:	[REDACTED]
License State:	FL
History Length:	Y7
Full Name:	CHAVARRIA, GREGORIO BARNEY
DOB:	1977-09-27
Address:	2145 NE 187 ST MIAMI, FL 33179

License Info

Status:	VALID
License Type:	Personal

Renee Vollar

From: Tina Patregnani
Sent: Tuesday, October 3, 2023 11:19 AM
To: Renee Vollar
Subject: FW: New Home Address

Follow Up Flag: Follow up
Flag Status: Flagged

Please file this email.
Thank you.

From: Jerome Post <JPost@FortLauderdale.gov>
Sent: Friday, September 15, 2023 11:20 AM
To: Patricia Wallen <PWallen@fortlauderdale.gov>; Tina Patregnani <TPatregnani@fortlauderdale.gov>
Subject: FW: New Home Address

Tina,

In Pat's absence, please update Greg Chavarria's address in Cyborg. Any inquiries for his address should be directed to the City Clerk and please copy me.

Thanks.

Jerome Post, SHRM-SCP, SPHR
Director – Human Resources
City of Fort Lauderdale | Human Resources Dept.
Temporary Address:
101 NE 3rd Avenue, 14th Floor
Fort Lauderdale, Florida 33301
P: 954.828.5307 | M: 954.218.0285
JPost@fortlauderdale.gov



From: Greg Chavarria <GChavarria@fortlauderdale.gov>
Sent: Friday, September 15, 2023 11:02 AM
To: Jerome Post <JPost@FortLauderdale.gov>
Subject: New Home Address

Hi Jerome:

Please note my new home address is:

**301 Sw 1st Ave, #2415
Fort Lauderdale, FL 33301**

Please update in system.

Thank you.

Respectfully,

Greg Chavarria
City Manager

OIG 23-031-M

EXHIBIT 4

Prepared by and return to:
Veronica Povlock
Lexant Title & Escrow, LLC
901 S Federal Highway
Suite 201
Fort Lauderdale, FL 33316
(954) 467-3191
File No 22-1-822

Parcel Identification No 49-42-36-AG-0420

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 31 day of October, 2022 between **Kenneth E. Levy, joined by spouse Owen B. Wiedmann**, whose post office address is **936 Intracoastal Drive, 3C, Fort Lauderdale, FL 33304**, of the County of Broward, State of Florida, Grantors, to **Gregorio B. Chavarria and Lilia A. Chavarria, husband and wife**, whose post office address is **1170 North Federal Highway, #501, Fort Lauderdale, FL 33304**, of the County of Broward, State of Florida, Grantees:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Broward, Florida, to-wit:

UNIT 501, EAST POINT TOWERS CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 5482, AT PAGE 333, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: Tyrone Gerry

Kenneth E. Levy
Kenneth E. Levy

WITNESS
PRINT NAME: Jeanne Nadek

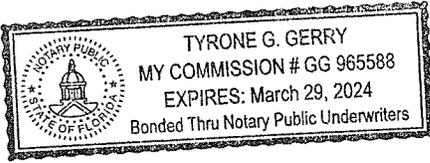
Owen B. Wiedmann
Owen B. Wiedmann

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 31 day of October, 2022, by Kenneth E. Levy and Owen B. Wiedmann.

[Signature]
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: _____ OR Produced Identification:
Type of Identification _____
Produced: [Signature]





Congratulations

your application has been approved

08/24/2022

Gregorio B Chavarria
Lilia A Chavarria

East Point Towers Condominium
1170 North Federal Highway 501, Fort Lauderdale, FL 33304

Your application for residency at **East Point Towers Condominium**
has been approved. We look forward to making your time with us enjoyable. We welcome you to our community.

If you have any questions, please contact the Association directly for more information. Thank you for choosing your new residency at **East Point Towers Condominium**

Samir Bachir

Sincerely,

East Point Towers Condominium
Screening Committee

Please note, Association/Screening Committee has made the approval/denial decision using Tenant Evaluation's QuickApprove System. Please be advised, Tenant Evaluation does not take part nor decide on the outcomes on any application. For further questions concerning the final results made please contact the Association/Screening Committee directly.

TenantEvaluation.com

OIG 23-031-M

EXHIBIT 5



Site Address	1170 N FEDERAL HIGHWAY #501, FORT LAUDERDALE FL 33304	ID #	4942 36 AG 0420
Property Owner	KABARAJIAN, DICKRAN KABARAJIAN, LIZA	Millage	0312
Mailing Address	1170 N FEDERAL HWY #501 FORT LAUDERDALE FL 33304	Use	04
Abbr Legal Description	EAST POINT TOWERS CONDO UNIT 501 SEC 1 PER CDO BK/PG: 5482/333		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$53,140	\$478,300	\$531,440	\$531,440	
2023	\$45,800	\$412,170	\$457,970	\$457,970	\$9,028.43
2022	\$37,720	\$339,490	\$377,210	\$377,210	\$6,602.07

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$531,440	\$531,440	\$531,440	\$531,440
Portability	0	0	0	0
Assessed/SOH	\$531,440	\$531,440	\$531,440	\$531,440
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$531,440	\$531,440	\$531,440	\$531,440

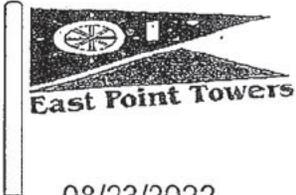
Sales History			
Date	Type	Price	Book/Page or CIN
2/13/2023	WD-Q	\$589,000	118690329
10/31/2022	WD-Q	\$575,000	118493514
7/28/2020	WD-Q	\$453,200	116668449
11/1/2000	WD	\$214,000	30981 / 620
2/18/2000	QCD	\$100	30289 / 432

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F.		1920
Units/Beds/Baths		1/2/2
Eff./Act. Year Built: 1974/1973		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F2		
R								
1						909		

OIG 23-031-M

EXHIBIT 6



EAST POINT TOWERS CONDOMINIUM, INC.

Application for Residency

Date 08/23/2022 Bldg. # _____ Apt No. 501 Purchase Lease Occupant Desired Date of Occupancy 10/31/2022
 Applicant's Phone No. _____ Cell No. +13052992038 Work No. _____
 Applicant's Fax No. _____ E-mail Address greg_chavarria@hotmail.com
 Realtor's Name Claudio Nocera Telephone No. 13474840838 Cell No. _____

IMPORTANT: Each co-resident/co-applicant, must submit separate applications.

PERSONAL INFORMATION

Applicant's Name Greg B Chavarria Date of Birth XX/XX/1977 SS No. [REDACTED]
 Marital Status Married Driver License No. _____ State _____
 Spouse's Name Lilia A Chavarria Date of Birth XX/XX/1982 SS No. [REDACTED]
 Driver License No. _____ State _____
 Other Occupants
 Name [REDACTED] Chavarria Age 13 Relationship _____
 Name [REDACTED] Chavarria Age 10 Relationship _____

Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? No If Yes, provide detailed explanation. (Use reverse side of application)
 Emergency contact (Name and Phone No.) Sylvia Chavarria +1 3052219097

RESIDENT HISTORY

Present Street Address 2145 Northeast 187th Street N/A City North Miami State FL Zip 33179
 Phone () +13052992038 From/To 19 0 Monthly Payment \$ 0
 Property Owner Landlord's Name N/A Phone () N/A
 Reason For Moving Job requirement

Have you and/or the co-applicant(s) ever been evicted from any property? NO If Yes, provide detailed explanation. (Use reverse side of application)

EMPLOYMENT HISTORY

Present Employer City of Fort Lauderdale Supervisor Mayor Dean Trantalis
 Address 100 N Andrews Avenue Phone () +1 9548285314
 Position City Manager Date Of Employment 2020-09-02 00:00:00 Gross Weekly Salary \$ 5288.00
 Spouse's Employer Broward College Supervisor Donald Astrab
 Address 3501 Davie Rd Phone () +1 3218638710
 Position Director of Simulation Center Date Of Employment 2015-02-02 00:00:00 Gross Weekly Salary \$ 1634.62
 Are you or the co-applicant an Active Duty Military Member? Yes No Branch: Army Navy Marine Air Force NG/USRF

VEHICLES

East Point Towers Rules & Regulations prohibit large vehicles (including SUV's) from extending beyond the parking space lines
 Year 2015 Make Toyota Model Highlander Tag No. [REDACTED] State FL Registered To _____
 Year _____ Make _____ Model _____ Tag No. _____ State _____ Registered To _____
 Year 2014 Make Porsche Model Panamera Tag No. [REDACTED] State FL Registered To _____

Applicant(s) has submitted the sum of \$ 100.00, which is a non-refundable payment for credit check/background check processing and verification of the application. East Point Towers Condominium, Inc. is hereby authorized and given the right to verify by reasonable means all of the information disclosed by the applicant(s) including but not limited to credit check, criminal history, eviction-civil records, landlord verification, verification of employment, any additional documents in the application packet, exhibits and/or attachments. Applicant(s) certifies that all of the information disclosed to East Point Towers Condominium, Inc., is true and correct. Furthermore, applicant(s) certifies he/she has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments. Any falsification or misrepresentation of the information provided will result in the automatic disqualification or denial of the application.

I/We acknowledge receipt of the East Point Towers Rules and Regulation: Yes No
 Applicant Signature Greg B Chavarria Date 08/23/2022
 Spouse Signature Lilia A Chavarria Date 08/23/2022

MAILING ADDRESS FORM

Date: 08/23/2022 Buyer Name: Greg B Chavarria Lilia A Chavarria

Buyer Cell Phone: +13052992038 +17862233929 Alternate #: _____

Mailing Address for all association correspondence, coupons, statements, letters, violations, etc. should be sent to:

Property Address Alternate Mailing Address

Alternate Mailing Address: *(Only fill out the below if you want your association correspondence, coupons, statements letters, violations, etc. mailed to another address)*

Alternate Address: 2145 NE 187 ST

Unit #: _____ City: North Miami Beach State: FL Zip: 33179

What is the primary email which you would like all your association correspondence sent to?

EMAIL: greg_chavarria@hotmail.com vradlac@hotmail.com

I would like to receive all correspondence via email and not via email. Yes No

Buyer Signature: Greg B Chavarria Lilia A Chavarria

OIG 23-031-M

EXHIBIT 7

This Instrument was prepared by:
Roy D. Oppenheim, Esq.
Oppenheim Pilelsky, P.A.
2500 Weston Road, Suite 209
Weston, FL 33331

Record and Return to:
Law office of David T. Seif
915 Middle River Drive
600
Fort Lauderdale, FL 33304

Parcel ID: 49-42-36-AG-0420

WARRANTY DEED

THIS WARRANTY DEED, made the 13 day of **February, 2023** by **Gregorio B. Chavarria and Lilia A. Chavarria, husband and wife** whose post office address is **2145 Northeast 187th Street, North Miami Beach, FL 33179** herein called the Grantors, to **Dickran Kabarajian and Liza Kabarajian, a married couple** whose post office address **1170 North Federal Highway, 501, Fort Lauderdale, FL 33304**, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Broward County, State of Florida, viz.:

Unit No. 501 of EAST POINT TOWERS CONDOMINIUM, a Condominium,
according to the Declaration of Condominium
recorded in O.R. Book 5482, Page 333, and all exhibits and amendments thereof.
Public Records of Broward County,
Florida

a/k/a 1170 North Federal Highway, 501, Fort Lauderdale, FL 33304.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, easements, restrictions, reservations and limitations of record, if any, without intention of creation or reimposing same.

TOGETHER, with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way pertaining to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantors hereby covenant with said Grantees that the Grantors is lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

BL
Witness #1 Signature

[Signature]
Gregorio B. Chavarria

Ben Finley
Witness #1 Printed Name

[Signature]
Lilia A. Chavarria

[Signature]
Witness #2 Signature

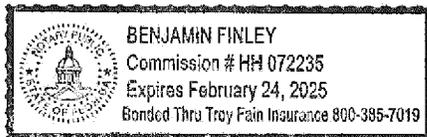
JAMI L. Finley
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization this 13 day of February, 2023, by Gregorio B Chavarria and Lilia A Chavarria.

[Signature]
Signature of Notary Public
Print. Type/Stamp Name of Notary

Personally Known: _____ OR Produced Identification: X
Type of Identification
Produced: FULL





Congratulations

your application has been approved

02/08/2023

DICKRAN M KABARAJIAN
LIZA KABARAJIAN

East Point Towers Condominium
1170 North Federal Highway 501, Fort Lauderdale, FL 33304

Your application for residency at **East Point Towers Condominium**
has been approved. We look forward to making your time with us enjoyable. We welcome you to our community.

If you have any questions, please contact the Association directly for more information. Thank you for choosing your new residency at **East Point Towers Condominium**

Samir Bachir

Sincerely,

East Point Towers Condominium
Screening Committee

Please note, Association/Screening Committee has made the approval/denial decision using Tenant Evaluation's QuickApprove System. Please be advised, Tenant Evaluation does not take part nor decide on the outcomes on any application. For further questions concerning the final results made please contact the Association/Screening Committee directly.

TenantEvaluation.com

OIG 23-031-M

EXHIBIT 8



Site Address	615 NE 12 AVENUE #104, FORT LAUDERDALE FL 33304	ID #	5042 02 AB 0030
Property Owner	WONG, SAMIR	Millage	0312
Mailing Address	615 NE 12 AVE #104 FORT LAUDERDALE FL 33304	Use	04
Abbr Legal Description	LA CANCHA CONDO UNIT 104 PER CDO BK/PG: 6045/711		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$21,010	\$189,070	\$210,080	\$208,200	
2023	\$20,210	\$181,930	\$202,140	\$202,140	\$3,435.83
2022	\$16,260	\$146,330	\$162,590	\$156,780	\$3,324.27

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$210,080	\$210,080	\$210,080	\$210,080
Portability	0	0	0	0
Assessed/SOH 23	\$208,200	\$208,200	\$208,200	\$208,200
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$158,200	\$183,200	\$158,200	\$158,200

Sales History			
Date	Type	Price	Book/Page or CIN
6/3/2022	WD-Q	\$199,000	118194853
2/20/2021	QCD-T		117192044
4/26/2014	QCD-T	\$100	112430492
1/1/1985	WD	\$40,000	12287 / 48
8/1/1979	WD	\$37,800	

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F.		720
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 1975/1974		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F2		
R								
1						855		

OIG 23-031-M

EXHIBIT 9



Application For "Society Las Olas"

301 SW 1st Ave,
Fort Lauderdale, FL ,
33301
Phone: (954) 287-4126

Apartment Information

Apartment:	SL-1517	Move in Date:	3/15/2024
Floor Plan:		Lease Term :	12
Bed:	1	Deposit:	\$0.00
Bath:	1.00	Rent:	\$2,174.00
Area:	496		

Applicant Information

Name:	Mr. Gregorio B Chavarria	Date Of Birth:	*****
Preferred Name:	Greg	Do you have a Social Security Number?:	Yes
Marital Status:	Married	SSN:	
Email:	greg_chavarria@hotmail.com	Government Issued Identification Number:	*****
Phone:	(305) 299-2038	Government Issuing Entity:	FL
Country:		License Country:	US
Address:	301 SW 1st AVE, #2415, Fort Lauderdale, FL. 33301	Within the past seven years (from today), have you been evicted from a rental property by court order?:	No
Residency From:	9/18/2023	If yes, details	
Monthly Rent/Monthly mortgage payments:	\$3,200.00	Within the past seven years (from today), have you been convicted of a felony?:	No
Reason for Moving:	Need better pricing	If yes, details	
Apartment Community:	Society	Are you currently a defendant in a civil landlord-tenant or a criminal case?:	No
Management Company:	Landings		

Management Company Phone: (970) 438-2016

Was 30 days notice given: Yes

Previous Address Information

Address:	2145 NE 187 ST, North Miami Beach.FL US	Residency From:	5/15/2003
Monthly rent paid:	\$0.00	Reason for moving:	Need to be close to work
Apartment Community: Management Company:		Was 30 days notice given?:	Yes
Management Company phone:		Landlord Name:	
		Landlord Phone:	
		Landlord Email:	

Employment Information

Country:	US	Job Title:	City Manager
Employment Status:	Employed	Employed Since:	9/1/2020
Employer:	City of Fort Lauderdale	Monthly Income:	\$24,250.00
Supervisors Name:	Dean Trantalis	Additional Income:	\$0.00
Address:	101 NE 3rd AVE, 14th Floor, Fort Lauderdale.FL, 33301	Additional Income Source:	
		Employers Phone:	9548285923

Previous Employment Information

Employer:	City of Hallandale Beach	Job Title:	City Manager
Supervisors Name:	Joy Adams	Previous Employer Start Date:	1/5/2015
Address:	200 S Federal Highway Hallandale Beach. FL,33309	Previous Employer End Date:	8/31/2020
		Monthly Income:	\$15,000.00

Additional Income: \$0.00

Employers Phone: (954) 457-1300

Additional Income
Source:

Emergency Information

Name:

Relationship:

Phone:

Country: US

Address:

Vehicle Information

Make	Model	Year	Color	License Plate	State
Porsche	Panamera	2014	Black	██████	FL

Terms Accepted

Terms	Date Time	IP
Application fee disclaimer- I accept that Application fees are non-refundable, even if the application is denied, except to the extent otherwise required by applicable law.	Feb 24 2024 9:18AM	107.202.158.144
Legal Terms- By submitting this application, I verify that the statements provided in this application are true and correct and I agree to be screened after payment of application fees.	Feb 24 2024 9:15AM	107.202.158.144
Payment Terms- I have read and accept Terms and Conditions.	Feb 24 2024 9:18AM	107.202.158.144
Screening Terms-	Feb 24 2024 9:15AM	107.202.158.144

I have read the Renter Screening section of the Terms and Conditions, and I authorize the use of the information and contacts provided in this application to complete a credit, reference, and/or background check.

Signature in Application Information-

By signing this application, I agree that the information provided in this application is true and correct. Feb 24 2024 9:15AM 107.202.158.144

Events Completed

Event	Date Time	IP
Addendum Signing Completed	Feb 24 2024 9:03AM	107.202.158.144
Application Information Completed	Feb 24 2024 9:15AM	107.202.158.144
Payment Completed	Feb 24 2024 9:18AM	107.202.158.144

Name	Signature	Date Time	IP
Gregorio Chavarria		Feb 24 2024 9:15AM	107.202.158.144

OIG 23-031-M

EXHIBIT 10

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, entered into this 30th day of June, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, ("CITY"), and Greg Chavarria, an individual, (hereinafter "Greg Chavarria" or "City Manager") (collectively, "Parties").

WHEREAS, by Resolution, adopted June 21, 2022, the City Commission of the City of Fort Lauderdale, Florida, appointed Assistant City Manager Greg Chavarria as City Manager, effective July 23, 2022;

WHEREAS, CITY desires to retain the services of Greg Chavarria as City Manager for the CITY. CITY is empowered to execute this Employment Contract, as provided by Section 4.05 of the Charter of the CITY; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to prescribe working conditions of the City Manager;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Employment Contract and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, CITY and Greg Chavarria agree as follows:

1. DUTIES

CITY agrees to employ Greg Chavarria as City Manager of the City of Fort Lauderdale, Florida, to perform the functions and duties set forth in the CITY's Charter, ordinances, regulations, rules, policies and standards, associated with the office, and to perform other legally required duties and functions as CITY shall direct and from time to time. City Manager agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of City Manager's ability.

2. TERM

This agreement shall be in full force and effect from July 23, 2022, until terminated by CITY or City Manager, as provided in Section 4 of this Employment Contract.

3. SUSPENSION

CITY may suspend City Manager for just cause with or without full pay and benefits at any time during the term of this Employment Contract. Just cause shall be defined as serious job-related misconduct, charged with a crime involving moral turpitude or a felony criminal conviction. The CITY may suspend City Manager without just cause with full pay and benefits at any time during the term of this Employment Contract.

4. TERMINATION OR RESIGNATION

(A) This Employment Contract may be terminated by the CITY upon sixty (60) days' notice to City Manager, which notice shall specify the effective date of termination which shall not be less than sixty (60) days from the date said notice is given, unless a shorter period is agreed to by the City Manager. Any termination of this Employment Contract by the CITY shall entitle the City Manager to payment of a lump sum cash severance payment equal to the aggregate salary and benefits for eight (8) weeks in the first year of this Employment Contract, twelve (12) weeks in the second year of this Employment Contract, sixteen (16) weeks in the third year of this Employment Contract, and twenty (20) weeks in the fourth and following years of this Employment Contract, except that, in accordance with the prohibition contained in Section 215.425(4)(a)(2), Florida Statutes, in the event the City Manager is fired by the CITY for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended or revised, the CITY shall not pay City Manager any severance pay.

(B) City Manager may be removed or discharged only by duly adopted Resolution of the City Commission, subject to the severance requirements of Section 4(A). In the event of the City Manager's removal or discharge, City Manager shall have no claim against the CITY except for the enforcement of this Employment Contract. City Manager expressly waives his right to have served upon him a written statement of specific reasons for his removal or discharge and his right to a public hearing before the City Commission and waives his right to reinstatement and his right to sue the CITY or the City Commission, except his right to enforce this Employment Contract.

(C) In the event City Manager intends to voluntarily resign employment with CITY, then City Manager shall give CITY sixty (60) days' written notice in advance, unless a shorter period is agreed to by the CITY. Said notice shall be given in accordance with Section 17 of this Employment Contract.

5. SALARY

(A) CITY agrees to pay the City Manager, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$275,000.00. City Manager agrees to accept such annual base salary for his services and CITY agrees that it shall be payable in bi-weekly installments at the same time other CITY employees are paid in accordance with the CITY's pay plan.

(B) In addition, CITY agrees to increase such base salary, other benefits or both, including but not limited to, life insurance, disability insurance, vehicle allowance, medical/dental insurance, of City Manager in such amounts as given to other Management Category I employees, including but not limited to cost of living increases, and may grant merit increases to such extent as the CITY may determine that it is desirable to do so on the basis of an annual performance review.

6. OUTSIDE ACTIVITIES

The employment provided for by this Employment Contract shall be the City Manager's sole employment. Recognizing that certain outside non-compensated opportunities with the City Manager's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Manager may elect to accept opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Contract.

7. HOURS OF WORK

The defined work week for the City Manager shall be a minimum of forty (40) hours. However, it is recognized and expected that, on occasion, the City Manager must devote time outside the normal office hours to business of the CITY, and to that end, City Manager shall be allowed to establish an appropriate work schedule.

8. AUTOMOBILE

City Manager will receive payment of a car allowance at a rate of \$592.00 per month or at a rate established by the CITY for other Management Category I employees, whichever is greater. City Manager shall be responsible for owning or leasing or otherwise legally possessing an automobile for his use, obtaining and paying the premiums for liability, property damage, and comprehensive insurance, and the expenses of operation, maintenance, repair, and regular replacement of City Manager's personal automobile.

9. VACATION AND SICK LEAVE

City Manager shall accrue, and have credited to City Manager's personal account, vacation, legal and personal holidays, and sick leave at the same rate and subject to the same conditions as other Management Category I employees of CITY, including but not limited to, management vacation days. For purposes of vacation and sick leave accruals, City Manager's date of employment with the CITY shall be unaffected by this Employment Contract.

10. INSURANCE AND PHYSICAL EXAMINATIONS

(A) CITY agrees to put into effect and pay the CITY's portion of premiums for group health, group dental, and group life insurance, covering the City Manager, to the same extent and providing the same coverage and benefits provided Management Category I employees of the CITY, as determined by the CITY in the CITY's sole discretion, conditioned upon the City Manager's payment of the City Manager's portion of the premiums for employee coverage, if any, in the amounts and in the manner determined by the City of Fort Lauderdale City Commission from time to time, and conditioned upon the City Manager's and, if applicable, the City Manager's dependent's or dependents' meeting any medical qualifications and any other

qualifications for each respective plan or policy.

(B) City Manager shall be afforded all benefits associated with physical examinations and the City Wellness Incentive Program to the same extent as are provided to the highest-level management employees of the CITY.

(C) CITY agrees to put into force and to make required premium payments for a convertible term life insurance policy. Convertible term life insurance, as used herein, shall mean a policy which will permit the City Manager to change the ownership of the policy, to himself, at the time he leaves the office of City Manager. The convertible term policy shall also provide coverage, payable to the City Manager's designated beneficiary or beneficiaries, in the amount of two (2) times City Manager's annual salary in the event of the City Manager's death.

11. RETIREMENT BENEFITS

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended or revised, City Manager shall continue to participate in the CITY's Section 401(a) defined contribution plan during the time of this Employment Contract. In addition, City Manager may participate in a deferred compensation (Section 457) plan that may be established and maintained by the CITY by contributing City Manager's funds via payroll deduction in accordance with and to the extent allowed by such plan and applicable laws and regulations. Current rules governing CITY's Section 401(a) plan requires a 9% contribution of City Manager's annual salary by the CITY.

12. DUES AND SUBSCRIPTIONS

CITY agrees to budget for and to pay therefrom reasonable professional dues and subscriptions of City Manager necessary for City Manager's participation in national, and state, and local associations and organizations that are necessary and desirable for both City Manager's continued professional participation, growth and advancement, and for the good of the CITY.

13. PROFESSIONAL DEVELOPMENT

(A) CITY agrees to budget and to pay therefrom for the travel and subsistence expenses of City Manager for conferences, short courses, institutes and seminars that are necessary for both the City Manager's professional development and for the good of the CITY.

(B) The foregoing expenses shall be paid as prescribed by CITY law, rules, regulations, policy and standards, and will be afforded to City Manager to the same extent as such expenses are paid for the highest-level management employees of the CITY and shall be contingent on appropriation of funds.

14. BONDING

CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

15. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT

(A) CITY, subject to the requirements of the CITY's Charter and ordinances, shall fix any such other terms and conditions of employment as CITY may determine to be desirable or necessary from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Contract, the City Charter, City Code of Ordinances, or any other applicable law.

(B) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the CITY relating to vacation and sick leave, holidays, severance pay and other fringe benefits and working conditions, as they now exist or subsequently may be amended, shall also apply to City Manager as they would to the highest-level management employees of CITY, in addition to the benefits enumerated specifically for the benefit of City Manager as provided in this Employment Contract. To the extent this Employment Contract provides for benefits and accruals in excess of that applicable to Management Category I employees of the CITY, City Manager shall receive such higher level of benefits and accruals as set forth in this Employment Contract.

16. NO REDUCTION OF BENEFITS

CITY shall not at any time during the term of this Employment Contract reduce the salary, compensation or other financial benefits of City Manager without written consent of the City Manager.

17. MOVING EXPENSES

City Manager shall be reimbursed up to \$5,000.00 for the direct costs of moving his household to the City of Fort Lauderdale. The moving expense reimbursement is refundable to CITY if the City Manager fails to commence his appointment as City Manager, or in the event the City Manager terminates his employment with CITY within two years of his commencement date.

18. NOTICES.

Notice pursuant to this Employment Contract may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City Commission
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
(with a copy to the Human Resources Director)

City Manager: Greg Chavarria
Office of the City Manager
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Alternatively or additionally, any notice required pursuant to this Employment Contract may be personally served. Notice shall be deemed given and effective as of the date and time of personal service, or if mailed, effective as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

19. GENERAL PROVISIONS

(A) The provisions of this Employment Contract constitute the entire agreement between the Parties. No representation or understanding, whether communicated orally or in writing, is or shall be effective unless contained in this Employment Contract.

(B) If any provision, or any portion of a provision contained in this Employment Contract is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Employment Contract, or such portion of it, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(C) No alteration, modification or amendment of this Employment Contract shall be effective unless contained in writing and executed between the Parties in a document of equal dignity with this Employment Contract.

(D) Venue for any lawsuit by either party against the other party or otherwise arising out of this Employment Contract, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

(E) This Employment Contract shall be construed and administered in accordance with Florida and any other applicable law.

Greg Chavarria

IN WITNESS OF THE FOREGOING, the CITY and ~~Christopher J. Lagerbloom~~ execute this Employment Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE:

DRS
David R. Soloman, City Clerk

[Signature]
Dean J. Trantalis, Mayor



(CORPORATE SEAL)

By: [Signature]
Greg Chavarria

WITNESSES:

[Signature]

Aimee L. Lavo
Print Name

[Signature]

Natasha Skovridakis
Print Name

Approved as to Form:

[Signature]
Alain E. Boileau, City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH!

Today's Date: 6/29/2022

DL

DOCUMENT TITLE: GREG CHAVARRIA – EMPLOYMENT CONTRACT

COMM. MTG. DATE: 06/21/2022 CAM #: 22-0623 ITEM #: CR-6 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 6/30/22

Alain E. Boileau
Attorney's Name

AB
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 06/30/22

3) City Manager's Office: CMO LOG #: Jun-52 Document received from: _____

Assigned to: CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 1 original to: Greg Chavarria and 1 to City Manager's Office

Attach ___ certified Reso # _____ YES NO

Original Route form to J. Larregui/CAO

2x

07/22

RUSSIA!

[Handwritten mark]



[Faint, illegible text]

[Handwritten text: "oil" and other illegible marks]

OIG 23-031-M

EXHIBIT 11

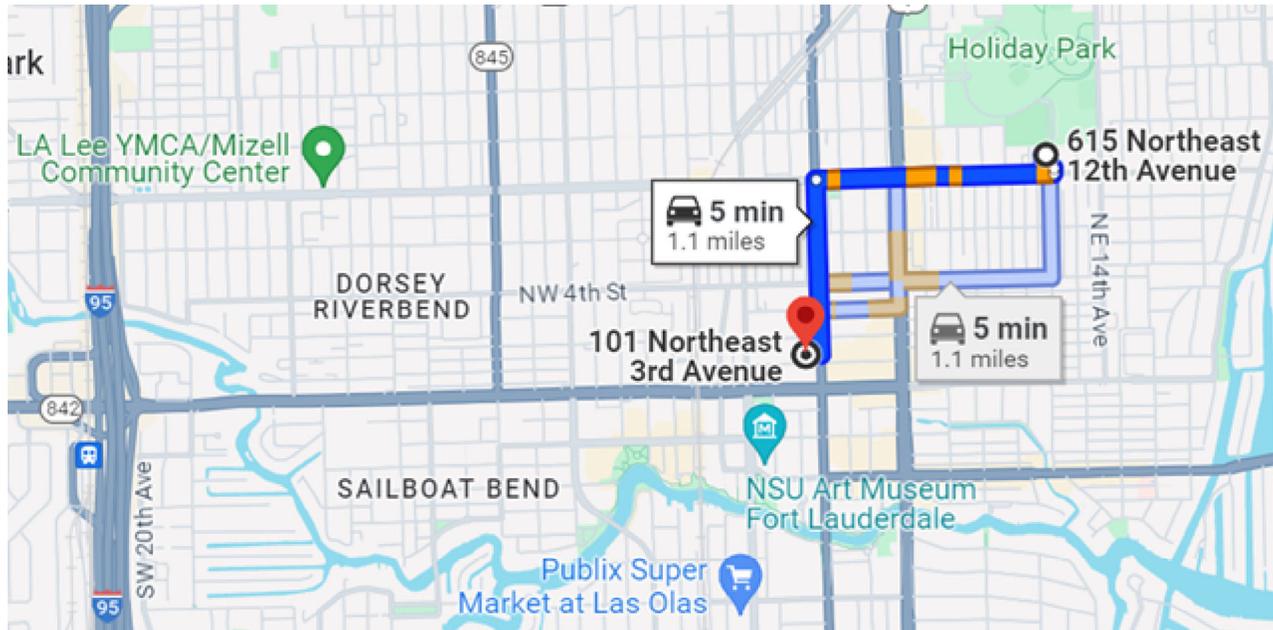
Folio Number	Appraised Value	Case Number	Status
0202-AB-0030	--	H-23-08-6157	NFA
Identification Number			
615 NE 12 AVE #104 FORT LAUDERDALE FL 33304			
Case Name			
WONG,SAMIR			
Address			
615 NE 12 AVE UNIT 104			
Fort Lauderdale, Florida 33304			
Investor Name	Effective Date	Appraised Date	
Roger Schmorr	8/7/2023	8/7/2023	
Notice			
CS-ANONYMOUS TIP STATES PROPERTY IS RENTED			
Investor's Note			
<p>The subject property is receiving H/E for 2023 with Samir Wong as the claimant.</p> <p>This case was initiated due to an anonymous tip received by BCPA Customer Service Director Kelly Brown that this property was possibly being rented.</p> <p>A site visit was conducted to the La Cancha Condo on 09-06-2023 at 3:20 PM. No one was home in unit #104 and a door hanger was left on the front door. Several other units were contacted. No one knew who the owner of # 104 was, but a male occupant has been seen at unit # 104.</p> <p>D.A.V.I.D records show that property owner Samir Wong's Florida D/L residence address has been listed at this property's address since 2016.</p> <p>Contact was made with property owner Samir Wong at 305-331-7878. He stated he was going to call, as he found the door hanger when he returned home last evening. He confirmed he is residing at this property with no renters. He stated that his very good friend is staying with him at this property and is not paying rent. He stated again that he is not renting this unit.</p>			

Handwritten initials

Folio Number	0202-AB-0030
Investigation (For more comment)	
<p>Property owner Samir Wong's H/E application listed his employment at [REDACTED]</p> <p>A utility check shows that property owner Samir Wong is the payer.</p> <p>No other properties with H/E's were found for property owner Samir Wong. Property owner Samir Wong is not registered to vote at this address or any other address in Florida.</p> <p>A second site visit to this property was conducted on 09-07-2023 at 5:06 PM to confirm the property owner's vehicles at this location. Property owner, Samir Wong's, 2009 VW with Florida tag [REDACTED] was observed parked in a reserved space on the north side of the condo. Two photos were taken and uploaded to this property's folio.</p> <p>On 09-11-2023 at 6:45 AM a third site visit to this property was conducted to confirm the property owner's vehicles at this location. Property owner, Samir Wong's, 2009 VW with Florida tag [REDACTED] was observed parked in the same reserved space on the north side of the condo. A photo was taken and uploaded to this property's folio.</p> <p>The dossier has been uploaded to the folio.</p> <p>All photos have been uploaded to this property's folio.</p> <p>No further action is required.</p>	

OIG 23-031-M

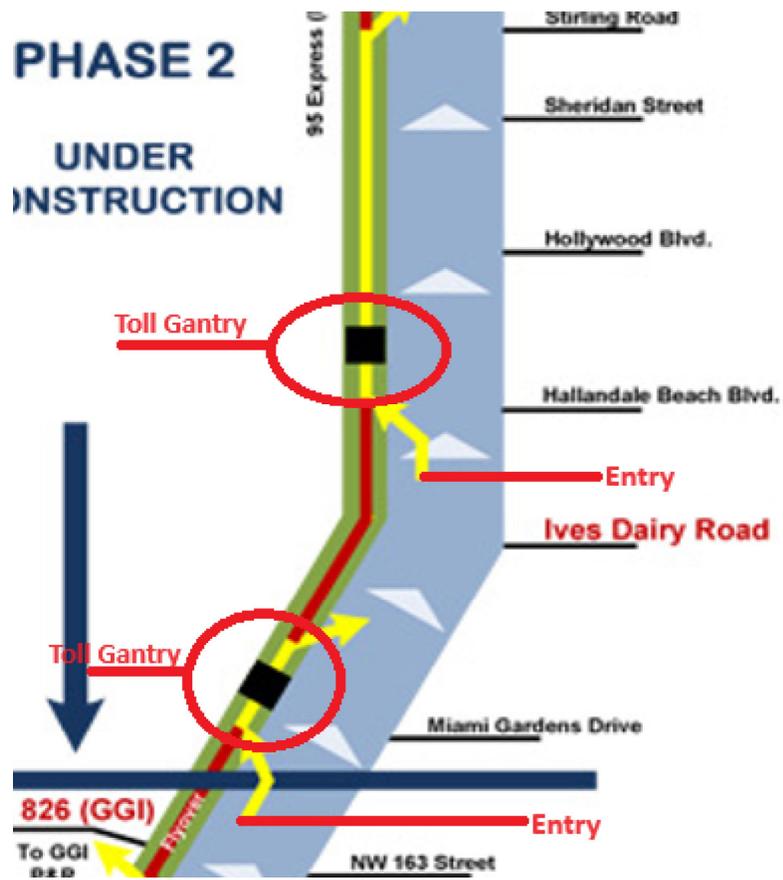
EXHIBIT 12



OIG 23-031-M

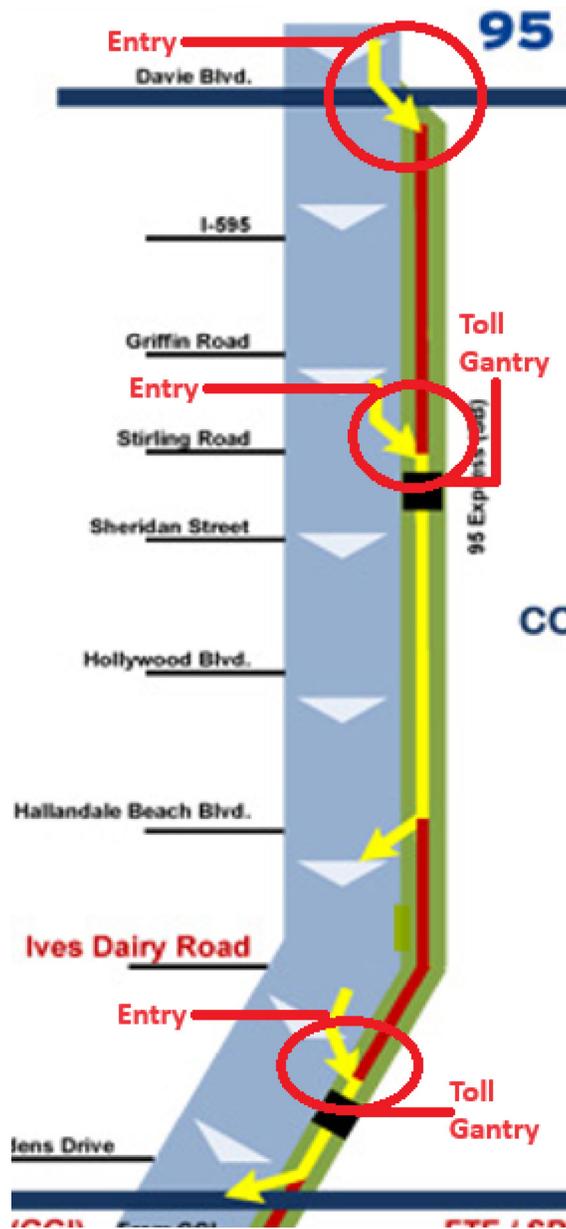
EXHIBIT 13

PHASE 2
UNDER
INSTRUCTION



OIG 23-031-M

EXHIBIT 14



OIG 23-031-M

**COMPOSITE
EXHIBIT 15**

McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: Mark@EiglarshLaw.com
Subject: OIG 23-031-M Preliminary Report
Attachments: Chavarria-Eiglarsh 30 Day Response Notification.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111

Plantation, FL 33324

(954) 357-7873

www.browardIG.org

954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: tansbro@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Ansbro - 30 Day Response Notification-5.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111

Plantation, FL 33324

(954) 357-7873

www.browardIG.org

954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: sglassman@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Glassman - 30 Day Response Notification-3.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: jherbst@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Herbst - 30 Day Response Notification-2.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: wsturman@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Sturman - 30 Day Response Notification-5.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:37 PM
To: dtrantalis@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Trantalis-30 Day Response Notification.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Monica Vidal

Operations Manager
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7820
www.browardIG.org
954-357-TIPS (8477)



McIntire, Katherine

From: InspectorGeneral
Sent: Thursday, May 30, 2024 12:59 PM
To: pbeasleypittman@fortlauderdale.gov
Subject: OIG 23-031-M Preliminary Report
Attachments: Beasley-Pittman - 30 Day Response Notification-4.pdf; OIG 23-031-M Preliminary Report FINAL.pdf

Attached please find a notification letter and copy of Preliminary Report OIG 23-031-M – *Fort Lauderdale City Manager Committed Misconduct By Not Residing In The City And Making A False Official Statement That He Did Reside In The City.*

Sincerely,

Broward Office of the Inspector General

1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



OIG 23-031-M

EXHIBIT 16



May 30, 2024

Mr. Gregorio Chavarria, City Manager
City of Fort Lauderdale
c/o Mark Eigarsh
3107 Stirling Road, Suite 207
Fort Lauderdale, FL 33312

SENT BY EMAIL TO: Mark@EigarshLaw.com

Dear Mr. Chavarria:

Attached please find a copy of the Office of the Inspector General's preliminary report regarding the Fort Lauderdale City Manager Committed Misconduct By Not Residing In the City and Making a False Official Statement that He Did Reside In The City.

We are providing you with this preliminary report in accordance with Section 10.01(D)(2)(a) of the Charter of Broward County. Please be advised that you may provide a written response to these findings. If you do, the OIG's final report will document that a timely submitted written response was received and is attached to the final report as an appendix. The OIG's reply, if any, will be incorporated into the final report. Should you wish to provide a response and would like that response included with our final report, we must receive it no later than Monday, July 1, 2024 at 4:30 p.m.

For your convenience, you may provide your response by fax to (954) 357-7857 or by e-mail attachment to InspectorGeneral@Broward.org. Please note that we are maintaining the confidentiality of the investigation, including this preliminary report, until such time as we issue the final report.

Sincerely,

Carol J. Breece
Inspector General

OIG 23-031-M

**COMPOSITE
EXHIBIT 17**

McIntire, Katherine

From: Gargano, Jenna E.
Sent: Friday, May 31, 2024 11:04 AM
To: Stephany.Raudez@nbcuni.com
Cc: NBC6.desk@nbcuni.com; OIGpublicrecords; InspectorGeneral; Vidal, Monica
Subject: FW: REPORT REQUEST

Good morning,

At this time, there are no Broward Office of the Inspector General (OIG) records we can provide in response to this request. Pursuant to Florida Statutes Sections 112.3188(2) and 119.0713(2)(b) and Broward County Charter Section 10.B.(12), any OIG records related to active investigations would be confidential and exempt from disclosure.

We consider this matter to be closed. Please contact us if you have any questions.

Sincerely,

Jenna E. Gargano

Deputy General Counsel
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



From: Raudez Gutierrez, Stephany (NBCUniversal) <Stephany.Raudez@nbcuni.com>
Sent: Thursday, May 30, 2024 11:43 PM
To: InspectorGeneral <InspectorGeneral@broward.org>
Cc: @NBC Uni Duopoly Desk <NBC6.desk@nbcuni.com>
Subject: REPORT REQUEST

External Email Warning

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as

legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

[Report Suspicious](#)

Good evening,

We are reaching out from NBC6 and Telemundo 51.

We would like to request the report mentioned on this report from the Sun sentinel.

Greg Chavarria stunned the Fort Lauderdale commission when he announced plans to resign from his \$291,000-a-year job as city manager on June 1 for personal reasons.

More stunning news came on Thursday, two days before Chavarria's official exit, when the Broward County Inspector General released a report saying Chavarria did not live in Fort Lauderdale for the first 14 months of his tenure as required by the city charter.

Investigators used SunPass records to substantiate an allegation that Chavarria did not live in Fort Lauderdale when he took over as city manager, the report says. According to the report, Chavarria did not live within city limits until September 2023, 14 months after taking the job.

The Inspector General accused Chavarria of engaging in criminal misconduct when he changed his address with the Florida Department of Highway Safety and Motor Vehicles to that of a La Cancha condo unit that was not his legal residence.

"As he falsely swore to the veracity of the address of his legal residence, Mr. Chavarria committed perjury not in an official proceeding and making a false official statement, (which constitute) first-degree and second-degree misdemeanors," the report states.

Chavarria, 46, could not be reached for comment Thursday.

https://www.sun-sentinel.com/2024/05/30/ethics-watchdog-fort-lauderdales-top-boss-did-not-live-in-city-as-required-by-charter/?lctg=B46EE4F2E413D386B454F4C55F&utm_email=B46EE4F2E413D386B454F4C55F&utm_source=newsletter&utm_medium=email&utm_term=https%3a%2f%2fwww.sun-sentinel.com%2f2024%2f05%2f30%2fethics-watchdog-fort-lauderdales-top-boss-did-not-live-in-city-as-required-by-charter%2f&utm_campaign=Breaking-News-Alerts&utm_content=alert

McIntire, Katherine

From: Gargano, Jenna E.
Sent: Friday, May 31, 2024 11:26 AM
To: rhabersham@miamiherald.com
Cc: OIGpublicrecords; InspectorGeneral
Subject: RE: Public Records Request text from (404) 536-8389 - please respond asap

Good morning Raisa,

At this time, there are no Broward Office of the Inspector General (OIG) records we can provide in response to this request. Pursuant to Florida Statutes Sections 112.3188(2) and 119.0713(2)(b) and Broward County Charter Section 10.B.(12), any OIG records related to active investigations would be confidential and exempt from disclosure.

We consider this matter to be closed. Please contact us if you have any questions.

Sincerely,

Jenna E. Gargano
Deputy General Counsel
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7873
www.browardIG.org
954-357-TIPS (8477)



From: Carol Breece <cjbreece@gmail.com>
Sent: Friday, May 31, 2024 10:45 AM
To: oigpublicrecords@broward.orh; Vidal, Monica <MOVIDAL@broward.org>; Gargano, Jenna E. <JGARGANO@broward.org>
Subject: Public Records Request text from (404) 536-8389 - please respond asap

External Email Warning

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

[Report Suspicious](#)

Hi Jodie! I'm Raisa Habersham, a reporter with the Miami Herald. I'm writing about the former Fort Lauderdale city manager and wanted to know can I receive a copy of the OIG report regarding him? It is not online. Thank you!

McIntire, Katherine

From: OIGpublicrecords
Sent: Monday, June 3, 2024 9:32 AM
To: Bousquet, Steve
Subject: RE: Public records request

Dear Steve,

At this time, there are no Broward Office of the Inspector General (OIG) records we can provide in response to this request. Pursuant to Florida Statutes Sections 112.3188(2) and 119.0713(2)(b) and Broward County Charter Section 10.B.(12), any OIG records related to active investigations would be confidential and exempt from disclosure.

We consider this matter to be closed. Please contact us if you have any questions.

Sincerely,

Monica Vidal
Operations Manager
Broward Office of the Inspector General
(954) 357-7820
www.browardIG.org
954-357-TIPS (8477)



From: Bousquet, Steve <sbousquet@sunsentinel.com>
Sent: Saturday, June 1, 2024 7:42 AM
To: OIGpublicrecords <OIGpublicrecords@broward.org>; InspectorGeneral <InspectorGeneral@broward.org>
Subject: Fwd: Public records request

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[Report Suspicious](#)

Re-sending a request, thank you.

----- Forwarded message -----

From: **Bousquet, Steve** <sbousquet@sunsentinel.com>

Date: Fri, May 31, 2024 at 11:05 AM
Subject: Public records request
To: <OIGpublicrecords@broward.org>

Monica: I would like to request a copy of the OIG report that concerns the Fort Lauderdale city manager, Greg Chavarria.

--

Steve Bousquet
Opinion Editor and Columnist



South Florida Sun Sentinel
(850) 567-2240

--

Steve Bousquet
Opinion Editor and Columnist



South Florida Sun Sentinel
(850) 567-2240

OIG 23-031-M

EXHIBIT 18

OIG 23-031-M

EXHIBIT 19

OIG 23-031-M

EXHIBIT 20

CARRIER 2 MOVERS @FLORIDA MARINE MOVERS 3505 S OCEAN DR., SUITE 305, HOLLYWOOD, FLORIDA 33019 | (786) 361-5542

The undersigned shipper hereby orders the above carrier to furnish transportation facilities and services described in this order subject to and in accordance with the rules, regulations and charges as contained in the Tariff on with the **Florida** Department of Public Utilities and the terms and conditions of the Bill of Lading shown on the back and made a part hereto and agree to pay upon delivery the amount set forth below in Cash or Credit Card only. Customer agrees to pay any parking fees or tickets assessed to the carrier for any vehicle under hire by the customer at the time of the charge.

SHIPPER OR AGENT SIGNATURE AT ORIGIN

Nov 29, 2022 1:30:37 PM

RECEIVED SUBJECT TO TARIFF RULE AND REGULATIONS OF THE ABOVE NAMED CARRIER

ORIGIN

CUSTOMER NAME: **LILIA CHAVARRIA**
 STREET: **2145 NORTHEAST 187TH STREET** APT:
 CITY: **NORTH MIAMI BEACH** STATE: **FL** ZIP: **33179**
 CELL PHONE 1 **7862233929** CELL PHONE 2
 FLIGHTS AT ORIGIN: **PRIVATE HOUSE** ELEVATOR: **NO**

DESTINATION

CUSTOMER NAME: **LILIA CHAVARRIA**
 STREET: **1170 NORTH FEDERAL HIGHWAY** APT: **501**
 CITY: **FORT LAUDERDALE** STATE: **FL** ZIP: **33304**
 CELL PHONE 1 **7862233929** CELL PHONE 2
 FLIGHTS AT ORIGIN: **ELEVATOR** ELEVATOR: **YES**

LOCAL HOURLY RATES OPTION

Confirm rate of \$99 / hour for 2 movers 1 truck/s (02:00 hour minimum).

Customer agrees and understands that **Florida Marine Movers** is on the clock upon arrival at the origin, through the load, through the drive to the destination and through the unload, until our truck and /or trailer has been fully reassembled. Billed in 15 minutes increments.

if customer agrees, please sign here

Nov 29, 2022 1:30:46 PM

DECLARATION OF VALUE

The shipper must sign the option below prior to the start of any packing or moving service.

A

DECLARED VALUE of \$0.60 per pound per article. There is no charge for this option.

B

ACTUAL CASH VALUE of \$50 based on a minimum declared value of \$2.50 per pound. 1) Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received by the moving company

C

PACKING AND UNPACKING	NO	RATE	AMOUNT
Small Box		\$ 6	\$0.00
Medium Box		\$ 9	\$0.00
Large Box		\$ 12	\$0.00
Dish Box		\$ 18	\$0.00
Picture Box		\$ 18	\$0.00
King Mattress Bag		\$ 12	\$0.00
Packing Paper		\$ 23	\$0.00
TOTAL PACKING CHARGES			\$0.00

FULL REPLACEMENT VALUE of \$50 based on a minimum declared value of \$5.00 per pound. 1) Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received.

Exclusions: Furniture composed of particle board or pressboard; Lamps, lampshades, pictures, mirrors, artwork, glass, marble, vases or statues not packed by company, Items found broken in boxes not packed by company; Electronic, audio/visual, computer or battery-operated equipment in transit or storage; Previously damaged or repaired items; Previously damaged or loose veneer; Furniture with the original glue dried out; Any loose items not boxed; Plants (live, artificial, or dried); If one item in a set is damaged, only that one item is covered, not the whole set.

I choose the option: a



SIGNATURE OF SHIPPER

Nov 29, 2022 1:31:04 PM

ADDITIONAL SERVICE CHARGE	NO	RATE	AMOUNT
Truck Fee		\$84.5	\$84.50
TOTAL EXTRA CHARGES			\$84.50
TOTAL			
FUEL SURCHARGE:		\$22	
TOTAL COST:		\$304.50	
RESERVATION RECEIVED:		\$(-750.00)	
BALANCE DUE:		\$-445.50	
TOTAL BALANCE PAID:		\$0.00	SHOW PAYMENTS

Pay

DETAILS OF LABOR CHARGES

Crew 1

TIME	CUSTOMERS INITIALS
START TIME: 7:30 AM	 NOV 29, 2022 1:31:50 PM
TIME OFF: 0	
END TIME: 8:00 AM	 NOV 29, 2022 1:31:57 PM

DESCRIPTION	#TRUCKS	#MOVERS	RATE PER HR.	NUMBER OF HOURS	TOTAL
CREW 1	0	0	\$99	00:30	\$49.5
TOTAL HOURLY CHARGE			-	02:00	\$198

I have inspected my goods and premises, including but not limited to elevators, floors, and stairwells. There are no damages except as noted. The cab and the back of the truck are empty and the job is complete.

CUSTOMER SIGNATURE



Nov 29, 2022 1:32:30 PM

CARRIER SIGNATURE



Nov 29, 2022 1:32:34 PM

CUSTOMER COMMENTS

Claims for loss & damage must be filled with this carrier within 10 days.

OIG 23-031-M

EXHIBIT 21

EAST POINT TOWERS
CONFIRMATION OF MOVE IN/MOVE OUT

TO:	<i>Alicia Phillips, Administrative Assistant</i>
DATE:	10/24/2022
FROM: (Name/Unit)	LILIA CHAVARRIA #501

IMPORTANT:

Please be advised that a refundable security deposit in the sum of five hundred dollars (\$500.00) must be received in the management office at least 2 weeks prior to any move in or move out. Security deposits **must** be in the form of a check.

Moving security deposits will not be returned if there is damage to the elevator, common area and/or in the case of a move out, until all parking decal(s) have been returned to the management office.

No move in/out will be scheduled unless this form is returned to the office with a resident signature confirming the date and time.

Instruction:

Please sign below as confirmation of your request to be scheduled for a move in/move out on the referenced date and time.

Please [N] Check:

<input checked="" type="checkbox"/> Move In <input type="checkbox"/> Move Out	Notes:
Date: 11/2/2022	
Time: 8:00 am – 4:30 p.m.	

**Please be informed that move in and move out must begin no later than 12:00 p.m.*

For Office Use Only			
Security Deposit Received on : LILIA CHAVARRIA			
Cash: \$	Receipt or Check No. 104	dd	\$
[] Approved	[] Not Approved	Management Office:	
If Not Approved Specify Reason:			

Resident Signature: Lilia Chavarria

OIG 23-031-M

EXHIBIT 22

GREGORIO B CHAVARRIA
LILIA A CHAVARRIA
2145 NE 187TH STREET
NORTH MIAMI BEACH, FL 33179-4311

104
63-27/631 FL
23537

10/24/22

Date

Pay to the Order of East Point Towers

\$ 500.00

five hundred

Dollars

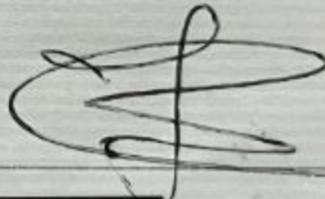


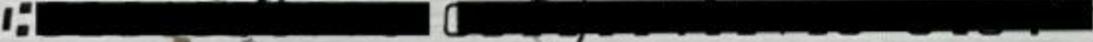
Security Features
Details on Back

Bank of America 

ACH R/T 063100277

For Moving Security Deposit





OIG 23-031-M

COMPOSITE APPENDIX A



June 3, 2024

Re: Greg Chavarria
Preliminary Report: OIG 23-031-M

Broward Office of the Inspector General:

As you know from our previous email correspondence and telephone calls, which began at least a month prior to your releasing your report, I have the privilege of representing former Fort Lauderdale City Manager Greg Chavarria. I take great exception to the fact that your office published your report without first sending it to me for review with my client for accuracy. The fact is your report is filled with inaccuracies. Worse, because you have chosen to release the report to the public, you have unnecessarily tarnished the reputation of my client prior to affording him the opportunity to correct the record by providing proof against the many false allegations made in your report. This letter will highlight just a few of the many inaccuracies contained therein.

On page three, under “Investigation Overview,” you allege that Mr. Chavarria did not live in Fort Lauderdale during his term of office. Also, on page six, your report makes the same false claim that he did not live in the city for the “entire” term. That claim is patently false and inconsistent with the evidence.

Additionally, on page six, the allegation that Mr. Chavarria did not appear to reside at East Point Towers is thoroughly false. Mr. Chavarria registered both of his children in public schools in Fort Lauderdale and routinely dropped them off at school. Unfortunately, because both children struggled academically in their newly assigned schools and were victims of severe bullying, Mr. Chavarria and his wife were forced to make the difficult decision to withdraw them from the school and move them back to their prior school, outside the city limits.

Furthermore, on page six, the report details Mr. Chavarria’s request to East Point Towers Condominium to mail important documents to his North Miami Beach home (Exhibit 6, Page 2). It is important to note that he made this request on

August 23, 2022, before he purchased the property. His actions were taken solely to ensure that he had access to any correspondence they needed to send to him.

Another misleading fact in your report is the allegation, “And most telling, Mr. Chavarria never sought reimbursement for moving expenses from the city.” The obvious inference you attempted to make was that he did not submit moving expenses because he never moved from outside Fort Lauderdale into the city as required. By not contacting us prior to publishing the report, you failed to learn that he did have moving expenses (receipts are available from the undersigned for copying and inspecting). The only reason he did not seek reimbursement for the expenses is that it would have been unlawful for him to do so. We would have shared with you (something that you may already know) that his employment contract required him to hold the position for two years before he qualified for the reimbursement. Because he had not served for two years, he did not submit for reimbursement.

In addition to the numerous additional misstatements and inaccuracies contained in the report, I also want to express my client’s disdain for the OIG’s decision to share personal information about his family members in a public document. Mr. Chavarria, not his family, chose to work as city manager. The OIG should have demonstrated more professionalism and compassion before sharing information about his children and/or his spouse in this public document. For example, his children’s ages and/or his spouse's occupation are thoroughly irrelevant. We demand that this information be redacted from the public record.

We are thoroughly disappointed with both the numerous inaccuracies and misleading inferences in your report as well as the manner in which it was publicly released without first affording us the chance to review it. We hope that in the future, when making serious allegations against someone, you will afford them due process.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Mark Eiglarsh', written in a cursive style.

Mark Eiglarsh, Esq.

From: [Mark Eglarsh](#)
To: [InspectorGeneral](#)
Cc: [Yani Antelo](#)
Subject: Greg Chavarria, OIG 23-031-M
Date: Sunday, June 30, 2024 7:14:43 PM
Attachments: [image001.png](#)
[Chavarria Commissioner Sturman Reference Letter.pdf](#)

External Email Warning

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[Report Suspicious](#)

I hope this message finds you well. Please review the attached letter from Commissioner Warren Sturman. Additionally, I trust that you've had the opportunity to review the recent information regarding when my client began residing in the City of Fort Lauderdale. As you may have confirmed, my client relocated his family to Fort Lauderdale to fulfill the duties of the charter, uprooting them from their established schools and home. This move was challenging for his family, and due to various reasons, they were unable to stay in Fort Lauderdale. Ultimately, they returned to their previous home, while my client remained in Fort Lauderdale to fulfill his obligations.

In the attached letter from Commissioner Sturman, he confirms that he frequently picked up and dropped off my client at his Fort Lauderdale residence. Commissioner Sturman also attests to the difficulties my client faced, both living with his family in Fort Lauderdale and then living separately from them to meet his residency commitment to the city.

Despite these personal challenges, my client stayed dedicated to addressing the city's urgent needs, including numerous infrastructure projects, expired labor contracts, and a significant 1000-year flood event that impacted City Hall. My client made the difficult decision to live apart from his family to address the city's critical needs during a time of crisis.

Your report suggests that for a period in 2023, one of my client's personal vehicles, registered with the city, was observed using the High Occupancy Toll lanes. You concluded that he did not live in Fort Lauderdale based on the transponder activity in both northbound and southbound directions. However, your report appears to overlook some possible explanation for the transponder

activity. There were occasions when my client attended to family matters in the early evening or morning, traveling to and from North Miami Beach. During these times, he used the express lanes for his commute but often avoided them during late-night returns to minimize costs. The same applies in reverse for early morning visits.

Hopefully, the additional information provided by way of this email assists further in your investigation. Please confirm receipt of this email.

Best regards, Mark Eglarsh

LAW OFFICES OF



MARK EIGLARSH

Mark Eglarsh
3107 Stirling Road
Suite 207
Fort Lauderdale, FL 33312

Broward: (954) 500-0003
Miami: (305) 674-0003
Fax: (305) 674-0102
Email Address: Mark@EglarshLaw.com
Website: SpeakToMark.com
BeHappyByChoice.com

Passionately defending the accused and, also zealously representing those injured as a result of the negligence of others. Contact us for a free evaluation of your **accident, personal injury** and/or **wrongful**

death matters.

SATELLITE OFFICES: MIAMI, HOLLYWOOD, WESTON, BOCA RATON, WEST PALM BEACH & ORLANDO

"Big Brothers Big Sisters - Little Moments, Big Magic" Transform the Life of a Child: Make a Donation
Today: www.bbbsmiami.org

June 27, 2024

To whom it may concern:

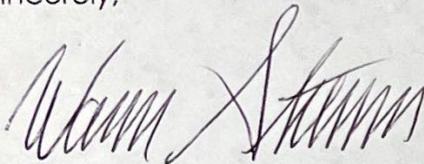
I am writing to provide additional reference about Greg Chavarria, former City Manager of the City of Fort Lauderdale, and my positive interactions with him. Throughout Greg's tenure I had a very productive working relationship and felt that we were very good at communicating with each other. Greg was always upfront with me and never kept it a secret about struggles his family experienced, after moving to Fort Lauderdale.

Although this was a private family matter, he confided in me that he had significant issues, and ultimately his family had to move back.

Often, I met with Greg in the evening hours, and I occasionally had the opportunity to pick him up and drop him off from places where he lived in Fort Lauderdale. Despite the personal challenges Greg had, he was able to meet the commitments of the city and was a great help during the emergency flood and recovery of April 2023.

I hope that this letter shares another perspective about Greg's ability to meet the needs of being city manager. He faced a demanding role, and our community values his service.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren Sturman". The signature is fluid and cursive, with the first name "Warren" and last name "Sturman" clearly distinguishable.

Warren Sturman
Commissioner District 4
City of Fort Lauderdale

OIG 23-031-M

APPENDIX B



Dean J. Trantalis
Mayor

100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-5314
(954) 828-5667 Fax
dtrantalis@fortlauderdale.gov
www.fortlauderdale.gov

June 11, 2024

Carol J. Breece
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324

Dear Ms. Breece:

I am in receipt of your preliminary report in Case #23-031-M regarding the residency of the City of Fort Lauderdale's former city manager, Greg Chavarria. I frankly am dismayed at the findings, not because I believe that Mr. Chavarria intentionally committed any wrongdoing, but that your office would engage in such a pointless and whimsical undertaking, far exceeding your scope of authority and purpose for which your office was created.

According to your report, the OIG Charter Authority states that you are "to investigate misconduct and gross mismanagement of any official or employee...of a municipality..." For those of us who have been in public service for many years, we have always interpreted that as your being the watchdog over city or county personnel to be sure there is no wasteful spending, decision-making that would compromise the best interests of its citizens, or criminal activity that would subvert the individual's role in their position as policy-maker.

When Mr. Chavarria accepted the role as city manager in July 2022, the City Commission was quite aware that we needed to give him time to relocate his family from North Miami Beach. His children were attending school there and they needed to register in Fort Lauderdale area schools. I recall Mr. Chavarria telling me that he was finding it difficult to find a single-family home that he could afford because the prices for housing had gone up dramatically since COVID. He and his wife finally decided to move into a condominium at East Point Towers, mostly because it was more affordable and because it was close to the schools his children could attend.

My staff informs me that they also had conversations at the same point in time with Mr. Chavarria about living at East Point Towers. Their recollection in discussing the adjustment from living in a single-family home to the children sharing a bedroom. They say they also discussed other aspects of the transition with Mr. Chavarria such as ongoing renovation work at East Point Towers at that moment and the cultural change for the family moving to a place where there are few other children.

For some odd reason, you don't believe the family ever lived there. If you would have taken the time to inquire with school officials, you would have been informed that his daughters did matriculate at Sunrise Middle School and Bennett Elementary, both just down the street from East Point Towers.

In my opinion, the children's school enrollment, his bank mortgage which required the condo to be his primary residence, the East Point application form that states the family would be "occupants" of the unit, and the contemporaneous conversations would seem to be strong evidence that Mr. Chavarria established residency in Fort Lauderdale.

While your report's preliminary conclusion is that East Point was a ruse to meet a job requirement, I rather see a good faith effort to establish residency as required under the city charter.

As you are aware, the city charter states in Section 4.05 that the manager "need not be a resident of the city or state at the time of his or her appointment." Thus, I would suggest that Mr. Chavarria within four months of appointment took distinct action to comply with the charter.

Nonetheless, things did not work out well for the family. His daughters were feeling harassed and bullied at school, indeed how sad it that! Moreover, Mrs. Chavarria did not feel comfortable in their new surroundings and wanted to move back to Miami-Dade.

At this point, Mr. Chavarria had two choices: quit his job or leave his family. I would like to know what choice you would have made? His family did move back to Miami-Dade, but Mr. Chavarria did not want to abandon his role and the promises he made to the city to accept the role of city manager. What Mr. Chavarria did instead was to maintain a primary residential presence in Fort Lauderdale and still accommodate the needs of his family.

While this arrangement may have put a significant strain on the Chavarria family almost to the point of destroying it, it allowed Mr. Chavarria to continue to undertake his stellar role as manager. He had been famous for appearing at all events, never missing a meeting nor failing to respond to an email in record time. He brought multiple innovative initiatives into the operation of the city, making it more streamlined and allowing the city to meet its needs without raising the millage rate.

He was a great example of how a city manager should perform and a perfect representation of a fine public servant.

So what's all this business about transponders and your curiosity about where he slept at night? Getting back to the discussion regarding your authority, does this investigation come anywhere close to what your office was established to do?

And furthermore, who set you up to this? It is well known that a local lobbyist named Judy Stern had been gunning to get Mr. Chavarria fired, mainly because he refused to eat from the palm of her hand. Was she the complainant? Others have said that she admitted to it, was gloating over your report, and is looking to undermine me and others on the commission now that she has you as a collaborator.

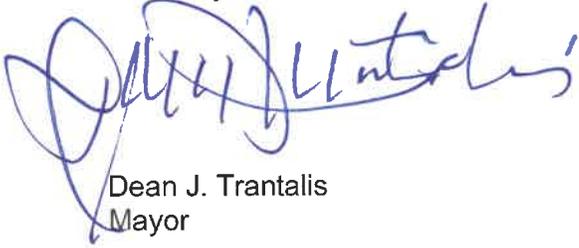
It's indeed suspicious that your office would use government funds to undertake compiling such a travel dossier on Mr. Chavarria. Where is the gross mismanagement? What misconduct was perpetrated that interfered with the work that he did in his performance as city manager?

I believe that this report is shameful. No attention was given to Mr. Chavarria's unique circumstances and his intent to comply with the law. No, instead, your report is nothing less than a ski-ride through a whimsical path of random markers through a slalom that finds you buried in a cradle of self-righteousness.

Greg Chavarria is as hard-working as they come. When the issue of his raise came up as an agenda item, dozens of people from the community came out to support him and praise him. This is because the community knew how hard-working he was and how he was so invested in his job. The commission unanimously later gave him that raise. And you're worried about transponder records?

I respectfully request that this investigation be dismissed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dean J. Trantalis". The signature is stylized with large, sweeping loops and is positioned above the printed name and title.

Dean J. Trantalis
Mayor