

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

United States of America
v.
FITZROY DANIEL SALESMAN

Case No. 09-6355-SNOW

Defendant

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date of 4/07-12/07 in the county of Broward in the Southern District of Florida, the defendant violated 18 U. S. C. §§1346,1951, an offense described as follows:

Wire Fraud by Depriving Citizens of Honest Services, Extortion Under Color of Official Right, and Bribery in Programs Receiving Federal Funds.

This criminal complaint is based on these facts:

See Affidavit Attached

Continued on the attached sheet.

Kevin P. Griffin
Complainant's signature

FBI S/A Kevin P. Griffin
Printed name and title

Sworn to before me and signed in my presence.

Date: 9/22/09

Lurana S. Snow
Judge's signature

City and state: Fort Lauderdale, Florida

U.S. Magistrate Lurana S. Snow
Printed name and title

I, Kevin P. Griffin, being duly sworn, depose and state as follows:

1. I am a Special Agent of the Federal Bureau of Investigation ("FBI) assigned to the Miami, Florida Field Division. I have been a Special Agent with the FBI for approximately eight years and have been assigned to the Miami Division for all eight years, during which time I have specialized in investigations involving wire fraud, securities fraud, money laundering, and public corruption. I have personally been involved in investigations concerning public corruption.

2. This affidavit is provided for the limited purpose of establishing probable cause to support this criminal complaint. I have not included all details of all aspects of this investigation, but rather have set forth only those facts that I believe are necessary to establish probable cause. The information in this affidavit is based on my personal knowledge as well as information I have obtained from other law enforcement agents and officers, including agents acting in an undercover capacity, confidential sources of information, consensually recorded conversations, and from a review of documentary materials.

VIOLATIONS OF LAW

3. The facts and circumstances set forth below in this affidavit demonstrate that there is probable cause to believe **FITZROY DANIEL SALESMAN** (hereinafter referred to as "**SALESMAN**") has committed the following offenses:

- a. Extortion, in violation of Title 18, United States Code, Section 1951;
- b. Mail fraud, in violation of Title 18, United States Code, Section 1341 and 1346; and
- c. Bribery involving a program receiving federal funds, in violation of Title 18, United States Code, Section 666.

THE CITY OF MIRAMAR COMMISSION

4. The government for the City of Miramar is headed by a City Commission, which consists of a Mayor, a Vice-Mayor, who is an elected City Commissioner, and three additional City Commissioners. The City Commission sets the policies and oversees the operations of the City of Miramar. During calendar years 2006 and 2007 the City of Miramar received benefits in excess of \$10,000 under a federal program involving grants, subsidies, loans, guarantees, insurance, and/or other federal assistance.

5. In 2001, **SALESMAN** was elected as a Miramar City Commissioner. On March 8, 2005, **SALESMAN** was reelected as a Miramar City Commissioner. On or about June 30, 2005, **SALESMAN** was suspended from his position as a Miramar City Commissioner. On or about March 26, 2007, **SALESMAN** was reinstated as a Miramar City Commissioner. On or about December 21, 2007, **SALESMAN** was suspended for a second time by the Governor of Florida from his position as a Miramar City Commissioner.

UNDERCOVER INVESTIGATION

6. In or about April 2005, an undercover operation was initiated by the Miami Division of the FBI to investigate public corruption in South Florida. During the course of the undercover operation, the FBI utilized multiple FBI agents acting in an undercover capacity (hereinafter referred to as "UC-1, UC-2, UC-3, UC-4, and UC-5). UC-1 and UC-2 acted in an undercover capacity as construction contractors. UC-3 and UC-4 represented themselves as "quasi" lobbyists, seeking to obtain construction contracts with local government entities for UC-1 and UC-2. UC-5 represented himself as a crime figure and an associate of UC-1 and UC-2.

7. On or about August 24, 2005, UC-1, UC-2, and UC-5 met with **SALESMAN** to

discuss obtaining construction contracts in Broward County for their construction company.

SALESMAN stated to the UCs that he would introduce the UCs to influential public officials in Broward County. Following the meeting, **SALESMAN** was given a ride home by UC-5.

SALESMAN and UC-5 discussed UC-2's desire to break into the construction business in South Florida. **SALESMAN** stated, "Yeah, I'll hook him up with some people from the county and they can sit down and talk and ah, you know." UC-5 then replied, "Yeah, and then if he puts something together as a result of that, you know, he's gonna take care of you. He's not, you know, he's gonna take care of me. So no matter how far that, that goes up, you know. Even if the people that you introduce me to introduce him to something that he finally does."

SALESMAN responded, "Yeah."

8. On or about February 1, 2006, **SALESMAN** invited UC-1 to a political function to be held on February 4, 2006. **SALESMAN** stated that he would introduce UC-1 to numerous politicians.

9. On or about February 9, 2006, **SALESMAN** met with UC-4 and an individual assisting the FBI (hereinafter referred to as "CW-1"). **SALESMAN** recounted the different politicians he had introduced to UC-1 at the political function. UC-4 then provided **SALESMAN** with an envelope containing \$1,500 in U.S. currency, stating that "we wanted to give you a little something for your efforts."

GAZEBO PROJECT

10. On or about April 11, 2006, while he was still under suspension from his position as Commissioner of the City of Miramar, there was a consensually recorded meeting among **SALESMAN**, UC-4 and CW-1 to discuss obtaining construction work. **SALESMAN** accepted

an envelope containing \$1,000 in U.S. currency from UC-4. SALESMAN then made a cellular telephone call to an individual identified by SALESMAN as a high ranking Miramar City official (hereinafter referred to as "City Official 1"). SALESMAN asked City Official 1 if he had any "no bid," \$50,000 jobs, available. SALESMAN then made an appointment with City Official 1 for April 12, 2006, at 9:30 AM, and stated that he (SALESMAN) would be bringing UC-1.

11. On or about April 12, 2006, SALESMAN drove UC-1 to Miramar City Hall to introduce UC-1 to City Official 1. SALESMAN told UC-1 that SALESMAN had put his "neck on the line" a couple of times for City Official 1 and SALESMAN "basically got him that f-ing job." SALESMAN also stated that he had given raises to City Official 1 in the past, a good pension package and, as a result, SALESMAN stated that City Official 1, "owes me." After SALESMAN introduced UC-1 to City Official 1, UC-1 was promised work with the City of Miramar designing and building two park gazebos. City Official 1 stated that he would arrange everything with another high ranking Miramar City official (hereinafter referred to as "City Official 2").

12. On or about April 25, 2006, City Official 2 met with UC-1 and a general contractor assisting the FBI (hereinafter referred to as "CW-2"). City Official 2 asked UC-1 to give him a proposal for the design and construction of a gazebo that had been destroyed by hurricane Wilma.

13. On or about July 19, 2006, SALESMAN met with UC-1 and UC-4. During this conversation, SALESMAN told UC-4 that he had spoken with City Official 2 about the gazebo contract. SALESMAN stated to UC-4 that City Official 2 would have to move money from a

different budget to fund the project, but that he would get the approval.

14. On or about October 3, 2006, SALESMAN spoke with UC-4. SALESMAN stated that City Official 1 told him the money was in the budget for the construction of the gazebo. SALESMAN then made a cellular telephone call to an individual SALESMAN claimed was City Official 2. SALESMAN spoke with this individual about the status of the gazebo project.

15. On or about October 18, 2006, SALESMAN told UC-4 that UC-1 needed to go on the internet to RCPSHELTERS.COM for the gazebo materials. SALESMAN stated that UC-1 could purchase the gazebo materials or the City of Miramar could purchase the gazebo materials.

16. On or about December 13, 2006, SALESMAN met with UC-4 and CW-1. During this meeting SALESMAN stated that he spoke with City Official 2, who had received the drawings for the gazebo. SALESMAN informed UC-4 that City Official 2 told SALESMAN that it would take two or three weeks to get the purchase order needed for CW-2 to build the gazebo.

17. On or about January 4, 2007, UC-1 telephonically contacted City Official 2 who advised UC-1 that the gazebo had been ordered and that UC-1 would be receiving a call from a City of Miramar official (hereinafter referred to as "City Official 3") who would be contacting him regarding the project. Approximately two hours later, City Official 3 contacted UC-1 and stated that he (City Official 3) would personally walk the plans through the city's permitting department and acquire all the appropriate permits needed.

18. On or about January 8, 2007, UC-1 met with City Official 3 who explained that the gazebo had been ordered and would be delivered in three to four weeks. City Official 3 gave UC-1 a copy of the order form, design criteria, scope of work and site plan for the gazebo. City

Official 3 informed UC-1 that there would be no contract for the work, but instead a purchase order would be awarded to UC-1/CW-2 for the work. City Official 3 also stated that he would need to get three other estimates after he received CW-2's quote for the project.

19. On or about February 5, 2007, **SALESMAN** advised UC-4 that he would call City Official 2 about the gazebo.

20. On or about February 9, 2007, **SALESMAN** advised UC-4 that City Official 2 had the purchase order ready to go for the gazebo.

21. On or about February 13, 2007, UC-1 contacted City Official 3 who advised UC-1 that he had the purchase order for the gazebo, and that the gazebo would be delivered to the City of Miramar on or about April 1, 2007. City Official 3 stated that he needed to get two other estimates from other contractors, and asked UC-1 if he knew any other contractors from whom he could obtain estimates.

22. On or about March 16, 2007, CW-1 faxed a price quote to the City of Miramar for the construction of a gazebo in the amount of \$34,366. This quote was then signed by City Official 3, on behalf of the City of Miramar, and faxed back to CW-2 on or about March 21, 2007.

23. The materials for the gazebo were ordered from RCP Shelters, Inc., in Albert Lea, Minnesota.

24. On or about April 26, 2007, CW-2 received a check via the United States mail from the City of Miramar in the amount of \$34,366. The check represented payment for construction of the gazebo.

25. On or about May 10, 2007, after **SALESMAN** was reinstated to his position as a

Commissioner with the City of Miramar, **SALESMAN** met with UC-3. During the meeting, UC-3 advised **SALESMAN** that UC-2 was willing to pay **SALESMAN** a percentage of any construction contract **SALESMAN** could obtain for him with the City of Miramar.

SALESMAN agreed to charge UC-2 a one percent fee for each contract awarded to UC-2's company in Miramar. **SALESMAN** stated that if UC-2 wanted to give him (**SALESMAN**) an additional amount, **SALESMAN** would split it with UC-3.

26. On or about May 16, 2007, UC-3 advised **SALESMAN** that he had told UC-2 that **SALESMAN** was looking for Miramar construction projects for CW-2 to perform. **SALESMAN** stated that there were projects available, and he would figure which project met UC-2's needs.

27. On or about May 18, 2007, **SALESMAN** advised UC-3 that he just talked to City Official 2, and that Miramar had another gazebo which needed to be constructed. **SALESMAN** stated that UC-1 should contact City Official 2 for the details.

28. On or about May 21, 2007, UC-1 spoke with City Official 2 and stated that **SALESMAN** had advised them that another gazebo was going to be built in Miramar. City Official 2 informed UC-1 that he wanted to duplicate everything so he didn't have to get any other quotes.

29. On or about May 22, 2007, UC-3 informed **SALESMAN** that UC-1 had contacted City Official 2 who stated that CW-2 could construct another gazebo for the City of Miramar. UC-3 thanked **SALESMAN** for his assistance and told him that UC-2 would be in town in the near future to also "thank him."

30. On or about July 11, 2007, **SALESMAN** met with UC-1 and UC-3 to discuss an

additional renovation project for Miramar. SALESMAN stated that he would obtain the plans for UC-1 to see. Following the meeting, UC-3 paid SALESMAN \$340 in United States currency, which represented SALESMAN's one percent fee of the gazebo contract that CW-2 had recently completed. UC-3 advised SALESMAN that SALESMAN will get more money at the end of the month from UC-2.

31. On or about July 28, 2007, UC-3 advised SALESMAN that UC-2 wanted to meet with him that afternoon and that UC-2 had a "present" for SALESMAN. SALESMAN agreed to the meeting.

GYM FLOOR RENOVATION

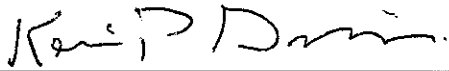
32. On or about July 28, 2007, SALESMAN met UC-2 and informed UC-2 that he had obtained or was in the process of obtaining three projects for UC-2's company; the construction of two gazebos, and the renovation project of a gym floor. SALESMAN explained how he directed City Official 2 to steer contracts to UC-1's company. UC-2 advised SALESMAN that he was going to pay SALESMAN for his influence and position within the City of Miramar and SALESMAN should leave the room if he did not want the cash. SALESMAN remained and accepted \$3,000 in United States Currency from UC-2.

33. On or about August 1, 2007, CW-1 faxed two price quotes to the City of Miramar for the renovation of a gym floor in the amounts of \$847 and \$28,475, respectively.

34. On or about September 18, 2007, UC-3 and UC-4 met SALESMAN. During the meeting, UC-3 advised SALESMAN that UC-2's company was looking for additional construction projects in Miramar. SALESMAN stated that he would call City Official 2 to see if there were further projects. SALESMAN then made a telephone call and had a conversation

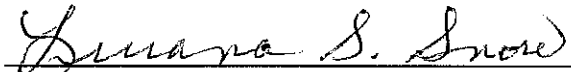
with an individual whom SALESMAN stated was City Official 2. SALESMAN stated to the individual "keep the guys busy." Following the end of the telephone call, SALESMAN stated to UC-3 and UC-4 that he would know more the next day.

35. On or about October 24, 2007, CW-2 received a check via the United States mail from the City of Miramar in the amount of \$28,475. The check represented payment for renovation of the gym floor.



Special Agent Kevin P. Griffin
Federal Bureau of Investigation

Sworn and subscribed to before me
this 22nd day of September, 2009



LURANA S. SNOW
UNITED STATES MAGISTRATE JUDGE

