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ADVISORY OPINION
Case No. 96031.A, Post-Employment

To: [REDACTED]
Date: [REDACTED]

City of Chicago
Richard M. Daley, Mayor

Board of Ethics

- Dorothy J. Eng
Executive Director
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On [REDACTED] you asked the Board of Ethics for an advisory opinion on how the City's Governmental Ethics Ordinance applies to you in your post-City employment. You are now the [REDACTED] of the [REDACTED] Corporation ("C"), a non-profit corporation affiliated with the Chicago Housing Authority ("CHA"). The Board reviewed your case at its [REDACTED] meeting. Your situation raised issues not previously presented to the Board for consideration: whether the Ordinance's post-employment restrictions are intended to exclude a City employee who leaves City service to work for a non-profit corporation to develop low- and moderate- income housing in the City, when the non-profit corporation is established by a non-City government agency whose goals are similar to those of the City. Absent statutory guidance, the Board researched laws from other jurisdictions nationwide, and requested input from the City's Corporation Counsel.

After careful consideration, the Board, at its [REDACTED] meeting, determined that you are not excluded from the City's post-employment restrictions in your work for the C. As to specific matters you identified, we determined that you are prohibited, until [REDACTED], from assisting or representing any person, including C, with respect to redevelopment of: 1) the area designated in the City's N [REDACTED] Redevelopment Plan, which includes the CHA's' G [REDACTED] project and the area surrounding it; 2) the [REDACTED] Properties project and the designated area surrounding it within the [REDACTED] Conservation Plan; and 3) the H [REDACTED] project and the designated [REDACTED] redevelopment area that surrounds it. We also determined that you are prohibited permanently from assisting or representing any person, including C, with respect to certain specific agreements and proceedings in both the G [REDACTED] and H [REDACTED] redevelopments. Finally, we concluded that the Ordinance does not prohibit you from assisting or representing C or any other person with respect to the [REDACTED], [REDACTED], [REDACTED], or [REDACTED] redevelopments, the administration of a



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contract to provide employment assistance to H [REDACTED] residents, or certain internal organizational matters.

This opinion contains the facts you presented (see pp. 2-6), as well as our analysis of the law as it applies to your circumstances (see pp. 7-13).

FACTS: Your City Work. You are a city planner by training, and have a Master's Degree in Business Administration. You began City employment in [REDACTED] as a [REDACTED] Coordinator with the Department of [REDACTED]. You ultimately became Assistant Commissioner in the Department of [REDACTED] ("D [REDACTED]") in [REDACTED]. You left City employment effective [REDACTED], [REDACTED]. As a City employee you were responsible for coordinating City assistance to developers of various commercial and residential redevelopments in Chicago, negotiating development agreements on behalf of the City, assisting developers in receiving City Council approval for their projects, and managing the developments' progress.

In [REDACTED], you were assigned to help coordinate the City's efforts in redeveloping three CHA projects: the [REDACTED] G [REDACTED], the [REDACTED] Properties, and the H [REDACTED]. We specifically address this work because you anticipate being asked by [REDACTED] C to work on these and other CHA redevelopments.

Your Work With [REDACTED] C. [REDACTED] C was incorporated in [REDACTED] under Illinois law as a non-profit corporation. [REDACTED] C was inactive from [REDACTED] through [REDACTED] but, starting in [REDACTED], began to participate in CHA programs, and since [REDACTED], has taken an active role in CHA redevelopments. Its by-laws grant it the authority to develop and finance low-income housing for the residents of Chicago, and to borrow and lend funds for that purpose. [REDACTED] C has purchased and developed property for low-income housing (the CHA has no development authority), and issued bonds to finance public housing construction. [REDACTED] C's by-laws provide that its projects and expenditures are subject to the CHA's prior approval. You said that [REDACTED] C is currently applying for authority to finance and develop moderate-income housing.

You told staff, and [REDACTED], the CHA's [REDACTED], confirmed, that your responsibilities are not fully defined, but you believe about 25% of your time in your first year will be spent on internal staff matters and organizational goals. The remaining 75% will be overseeing [REDACTED] C's participation in the redevelopment of the H [REDACTED], [REDACTED] Properties, [REDACTED], [REDACTED], and [REDACTED] Homes (all CHA projects), and in the City's N [REDACTED] redevelopment plan, covering the area surrounding and including [REDACTED] G [REDACTED]. According to Mr. [REDACTED], your work might include reviewing, refining, and

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coordinating (among residents, CHA officials, and City representatives) redevelopment plans, issuing Requests for Proposals ("RFPs") for new housing units, reviewing RFP responses, and negotiating development contracts. You said that you might also be asked to seek additional funding on behalf of [redacted] C for these redevelopments. This may include preparing applications to and appearing before the Local Initiative Support Corporation, a non-profit organization that distributes private funds for public interest projects. You said you may also help [redacted] C to obtain revenues from any Tax Increment Financing ("TIF") districts the City creates to finance these redevelopments; this may include appearing on [redacted] C's behalf before the D [redacted], the Community Development Commission or City Council.

Your Work on CHA Projects During City Employment. You said that, from [redacted] until you left City employment, you were one of the City's main coordinators of the [redacted] G [redacted], H [redacted] and [redacted] Properties redevelopments. You told staff, and [redacted] of the [redacted] confirmed, that your work in CHA redevelopments while a City employee was on these three only, and that you did no work on, and were not involved in discussions about, any other CHA redevelopments. You also stated that Ms. [redacted] was responsible for formulating the City's comprehensive role in CHA redevelopments; she confirmed this.

[redacted] G [redacted]. The City's N [redacted] Redevelopment Plan. In [redacted], Commissioner [redacted] of D [redacted] asked you to help evaluate a CHA proposal to revitalize the [redacted] G [redacted] area using \$50 million of federal "Hope VI" funds. The proposal was to demolish several high-rise buildings and construct scattered-site replacement housing. You said this did not accord with the City's vision, and you reviewed six of the responses submitted by developers to an RFP issued by the CHA and the Habitat Company ("Habitat"), the company authorized to be the CHA's exclusive developer of scattered-site replacement housing. You summarized the proposals for Commissioner [redacted] and Ms. [redacted] but made no recommendations. You then attended two meetings with representatives from the interested developers, Habitat, CHA, [redacted] residents, the Mayor's Office, Alderman [redacted], and several City department heads. You and other City personnel then met regularly with representatives from the Chicago Park District and School Reform Board of Trustees (the "Board of Education") to discuss what land and funding were available for the redevelopment. You also met regularly with representatives of CHA, the Department of Housing and Urban Development and Habitat to discuss replacement housing in the area. You said you prepared an analysis of the City-owned and private parcels in and surrounding the [redacted] G [redacted] possibly available for redevelopment.

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The work you began in [redacted] developed into the City's N [redacted] [redacted] Redevelopment Plan, announced by the Mayor in a public news conference you attended on [redacted]. You said you were primarily responsible for formulating this Plan, and met with the Mayor three times to discuss details. The Plan proposes more extensive demolition of high-rise buildings and construction of many more residential units in a mixed-income community, with many fewer public housing units. The City, Park District, and Board of Education together will contribute land for a school, public library, police station, community center, shopping center, and parks. The Plan's estimated cost is \$1 billion. Financing would come from the Hope VI funds, revenues from a TIF the City intends to create to attract private investment, and sales of parcels by the City and Board of Education. In addition, you said that [redacted] C controls \$5 million to be used to redevelop low-income housing in the area. CHA or [redacted] C also may apply for TIF revenues. You said, and Mr. [redacted] confirmed, that the City may, in a joint venture with [redacted] C, issue an RFP for development of City-owned parcels. You told staff that, while a City employee, you did not participate in any discussions specifically about financing the Plan, and Ms. [redacted] confirmed this, though you said financing was discussed generally at meetings you attended.

You also said that [redacted] C has undertaken administration of the [redacted], a mixed-income residential development located within the area of the N [redacted] Redevelopment Plan. [redacted] C, you said, is renegotiating aspects of the development contract, and you may be asked to administer it. You said that, while a City employee, you did no work in relation to this development, but you did count these units while preparing the N [redacted] Redevelopment Plan.

M [redacted]. You said that, while at D [redacted], you were the City employee most responsible for M [redacted], a residential redevelopment at [redacted] St. and [redacted] Ave. on parcels that were formerly owned by the City and situated in the area of the N [redacted] Redevelopment Plan. In [redacted], you supervised issuance of an RFP and selection of [redacted] L Development to develop single-family homes, town homes, and condominiums on the sites. As part of its N [redacted] Redevelopment Plan, the City has requested that [redacted] L allocate about 20% of these units for public housing. You believe that the CHA or [redacted] C will likely buy the units, then lease them and retain [redacted] L as the property manager. While with D [redacted], you said, you negotiated the development agreement with [redacted] L, including the sale of the parcels, and the number, price and type of units to be constructed. However, you said that [redacted], then with D [redacted], arranged a separate oral understanding between the CHA and [redacted] L on allocating units for public housing.

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[REDACTED]

You believe, and Ms. [REDACTED] confirmed, that all redevelopment within the area covered by the City's N [REDACTED] Redevelopment Plan--regardless whether the CHA, [REDACTED] C, or private developers do the work--will conform with this Plan, and that the City will coordinate the work. You also believe that the City may issue RFPs to redevelop land it formerly owned. To date, you said, the City, the CHA, and Habitat have not awarded any redevelopment contracts, and are beginning to consider designs. You also said that [REDACTED] C may issue RFPs for the development of CHA-owned land.

[REDACTED] Properties. You said that, since [REDACTED], the City has been discussing with the CHA and Habitat redeveloping the four high-rise buildings comprising the CHA's [REDACTED] Properties project, and the surrounding area in [REDACTED]. The City might sell parcels it owns for construction of replacement housing. The proposed redevelopment area is located in the area covered by the [REDACTED] Conservation Plan, which is maintained by D [REDACTED]. The [REDACTED] Properties redevelopment must conform to the Plan's land use guidelines. You said you were not involved in the Plan's creation or maintenance. However, you said that in [REDACTED], you testified on behalf of the City before the U.S. District Court in the Gautreux case, under which the Court must approve all plans to replace existing CHA units in the [REDACTED] Properties and surrounding area. Before approving any redevelopment, the Court must find that the area is undergoing revitalization. You testified as to the City's role in revitalizing the area, including its ongoing commercial and residential redevelopment projects, and the requirements of the Conservation Plan. You also expressed the City's commitment to work with the CHA to create a mixed-income community similar to the one planned for [REDACTED]-G [REDACTED]. The Court ordered construction of replacement housing, including scattered-site housing units, in locations to be determined by the City, CHA, and Habitat. To date, no RFPs have been issued for this redevelopment, though City representatives (including you), CHA and Habitat were and are identifying City-owned and private parcels for redevelopment, and discussing replacement housing. You said you became familiar with CHA's and Habitat's plans to build scattered-site housing units in this area, and the City's intention to support them, through monthly meetings you had from [REDACTED] through [REDACTED] with representatives from CHA, Habitat, residents' groups, public interest groups, aldermen, and other City departments.

Though neither your nor [REDACTED]^s role in redeveloping the [REDACTED] Properties has been determined, you anticipate being asked by [REDACTED] C to work on structuring and securing financing. You confirmed that the redevelopment must conform to the City's [REDACTED] Conservation Plan and will require extensive City involvement.

[REDACTED]

H [REDACTED]. The CHA and Habitat plan to replace [REDACTED] demolished buildings in the H [REDACTED] project and develop approximately [REDACTED] replacement public housing units. CHA and Habitat have selected a developer to construct scattered-site units on parcels acquired from private owners. RFPs for the remaining construction have been issued by Habitat, though no developers have been chosen. In [REDACTED] the City sold Habitat [REDACTED] parcels for construction of housing, representing about 25% of the total number of parcels needed for completion of the redevelopment.

You said your involvement in the H [REDACTED] redevelopment during City employment was to supervise D [REDACTED] staff on the sale of the [REDACTED] parcels. Your staff prepared for Habitat a list of City-owned parcels in the designated H [REDACTED] redevelopment area (which encompasses the H [REDACTED] project), and you reviewed it. Because of the density and location of the redevelopment, the sale required Plan Commission approval. Your staff prepared the required documentation, and you reviewed and approved it. Your staff then prepared an Ordinance package for the City Council so it could approve the sale. You said you reviewed the package, which contained information about the sale and the entire H [REDACTED] redevelopment. You and another staff member were listed on documents submitted to City Council as knowledgeable about the redevelopment, and you said you were prepared to testify on redevelopment before the Council's Committee on Housing and Real Estate, though you did not testify. You also said that Habitat will, in a separate Plan Commission proceeding, submit plans for all CHA-owned parcels to be redeveloped in the H [REDACTED] area.

You said that [REDACTED] C's role in the H [REDACTED] redevelopment has not been fully determined. Mr. [REDACTED] said that details of the redevelopment are largely complete; thus he does not foresee substantial [REDACTED] C involvement, except to administer an agreement with the CHA to assist H [REDACTED] residents in finding employment.

Exclusion from the Ordinance's Prohibitions. In conversations with Board staff, and in a letter you sent the Board on [REDACTED], you requested that the Board consider whether you, as a former City employee, are excluded from the Ordinance's post-employment restrictions because you are now employed by [REDACTED] C, a non-profit corporation established by the CHA (a non-City government entity), and because you will be working toward the mutual goals of the [REDACTED] C, CHA, and the City, which will have a comprehensive role in these redevelopments.

APPLICABLE LAW: The provision of the Ethics Ordinance most relevant to your situation is Section 2-156-100, entitled "Post-Employment Restrictions." It states:

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(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

Section 2-156-100(a) permanently prohibits a former City employee from assisting or representing any person, including [redacted] C, in any judicial or administrative proceeding involving the City or any City agency if the employee participated personally and substantially in the proceeding during City employment.

Section 2-156-100(b) imposes both a one-year and a permanent restriction. It prohibits a former City employee, for one year following termination of City employment, from assisting or representing any person in a business transaction involving the City if, during City employment, the employee participated personally and substantially in the subject matter of that transaction. The Board has interpreted "representation" to cover a broad range of activities in which one person acts as a spokesperson for another, including making appearances before City agencies on behalf of others, contacting City officials by phone or letter on behalf of others, and signing petitions and proposals submitted to City agencies for review. Moreover, the prohibition includes helping a person to seek as well as to perform a contract. See Case Nos. 89119.A, p. 8; 92035.A, p. 6. Section 100(b) also permanently prohibits a former employee from "assisting or representing" a person with respect to a particular contract if, during City employment, the employee exercised "contract management authority" on that contract. "Contract management authority" is defined in §2-156-010(g) as "personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance."

ANALYSIS AND DETERMINATIONS: Exclusion from the Ordinance's Prohibitions. You asked the Board to consider whether, because of your particular circumstances, you should be excluded from the post-employment provisions of the Ordinance. You believe the exclusion is warranted because low- and moderate-income housing in Chicago is a major priority of the City, and [REDACTED]C is a non-profit development arm of the CHA (a non-City governmental agency), and you will be working for the [REDACTED]C toward achieving this same goal.

The Ethics Ordinance does not, as drafted, provide for exceptions to the post-employment restrictions--nor does it grant the Board the authority to issue waivers exempting particular employees from those restrictions. Absent such statutory direction, we therefore looked to other jurisdictions and to the City's Corporation Counsel for guidance on whether an exclusion under the circumstances of this case is within the intended meaning of the law. While our research indicates that the laws of a few jurisdictions expressly provide an exception to the post-employment restrictions for former employees who leave their government employer to work for different governmental units, none provide an express exception for former employees who work for non-profit corporations established by other governmental units, and none interpret their laws to provide an exclusion for former employees who work for non-profit corporations established by other governmental units.

In a memorandum, Corporation Counsel argues that perhaps it would not be inconsistent with the policy rationales of the Ordinance to conclude that the post-employment prohibitions do not apply in circumstances where a former City employee "leaves to work for a related City agency ... which seeks to further City policy goals" or "a local government entity controlled by the former city employer." Although this argument merits consideration when determining whether these provisions were intended to exclude former employees in certain circumstances, we do not view [REDACTED]C as a related City agency, or as an agency under the effective control of City government. In fact it is separate from City government, and authorized to act as an agent of, and is established by and responsible to, not the City, but the CHA, which sets its goals. The CHA is a public housing authority, a governmental unit established pursuant to the authority of state law, and also separate from City government. Case No. 90013.A (Board determined that CHA is not a City agency, but an independent municipal corporation organized under the Illinois Housing Authorities Act, and funded by the federal government). And, moreover, although [REDACTED]C's current projects are consistent with the City's desire to provide affordable low- and moderate- income housing, we cannot conclude that it is an agency which seeks to further City policy goals.

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In Case No. 93018.A, the Board found that a former employee was excluded from the post-employment prohibitions. In that case, the City sought the former employee's services, and the former employee was contractually obligated to further the City's interests. The Board determined that the post-employment restrictions did not apply to former City employees who are retained by the City to perform the same services they had performed during their City employment. The Board reasoned that: (1) no other person had the benefit of the former employee's knowledge; (2) the former employee was not exposed to dual loyalties; and (3) the former employee was serving only City purposes and owed loyalty only to it. Moreover, the Board noted, the former employee was contractually obligated to act at all times in the best interest of the City, thus further protecting the City's interests. Thereby, we stated, "the major harm contemplated by the post-employment provisions is avoided." Case No. 93018.A, p. 2. In your case, [REDACTED] C, an organization that is not related to the City, has the benefit of your knowledge, and you owe your loyalty to it, not the City. Therefore, although we recognize the importance of the currently shared mutual goals of the City, CHA and [REDACTED] C, we cannot conclude that no other person has the benefit of your knowledge, that you are not exposed to dual loyalties, or that you are serving City purposes.

After careful consideration of all the facts and legal arguments, we determine that you are not excluded from the post-employment prohibitions of §2-156-100 of the City's Ethics Ordinance in your work for [REDACTED] C on these CHA redevelopments.

Specific Prohibitions. Having resolved that you are not excluded from the Ordinance's post-employment restrictions in your work for [REDACTED] C on these redevelopments, we now apply these restrictions to your circumstances. In this analysis, the Board has: (1) defined the specific business transactions in which [REDACTED] C has asked you to work, and addressed whether they are "business transactions involving the City"; (2) defined the subject matters of those transactions; and (3) addressed whether, during your City employment, you participated personally and substantially in these subject matters, or exercised contract management authority with respect to any related City contracts.

(1) BUSINESS TRANSACTIONS INVOLVING THE CITY. According to the facts presented, the business transactions in which [REDACTED] C has asked you to work are the redevelopment of designated areas in and surrounding the [REDACTED] G [REDACTED], [REDACTED] Properties, H [REDACTED], and other CHA projects. The [REDACTED] G [REDACTED] redevelopment will occur according to the parameters of the City's N [REDACTED] Redevelopment Plan, and the City may issue RFPs for redevelopment of land it owned. Thus, [REDACTED] C's work on the [REDACTED] G [REDACTED] redevelopment will involve City approval or action.

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Likewise, in both the Properties and H██████ redevelopments, the City is conveying land to CHA or Habitat, and may negotiate or approve agreements for the construction of public housing units. In the Properties redevelopment, the City may formulate a comprehensive plan, as it has for ████████ G██████. In the H██████ redevelopment, the City has conveyed land to Habitat for public housing and reserved the right to approve construction on this land, and will also approve redevelopment plans for CHA-owned land.

The issue is whether, given these facts, these redevelopments are "business transactions involving the City." In Case No. 92035.A, which involved renovation of a property in conformance with City guidelines, we held that, for purposes of Section 2-156-100(b), "a transaction need not be a direct one with the City, if the City's involvement in the larger transaction is substantial, so that, for example, the transaction in which the former employee is acting is directed toward City action or its parameters are set by the City's role." (p. 8.) It is clear from the facts you presented that the City's participation in these redevelopments is integral to their success. Therefore, we conclude that the redevelopment of the ████████ G██████, Properties, and H██████ area projects are "business transactions involving the City" for purposes of Section 2-156-100(b) of the Ethics Ordinance.¹

(2) SUBJECT MATTER(S) OF THESE BUSINESS TRANSACTIONS. ████████ C has asked you to work on several business transactions involving the City, namely the redevelopment of designated areas in and surrounding the ████████ G██████, Properties, H██████, and other CHA projects. The subject matters of these transactions are the planning and construction of the replacement housing units (and, in some cases, of other buildings) that are part of these redevelopments.

Whether, during your City employment, you personally and substantially participated in these subject matters or exercised contract management authority with respect to City contracts associated with these transactions, and are therefore restricted in your activities by the Ordinance's post-employment provisions, are the issues we now address.

¹ However, your organizational responsibilities (such as hiring ████████ C staff and preparing budgets and goals), and possible work on the ████████ C's administration of the CHA contract to provide employment assistance to H██████ residents, are not so interrelated to these redevelopments that we can conclude that they are business transactions involving the City.

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(3) YOUR PARTICIPATION DURING CITY EMPLOYMENT.

a. ██████████ G██████████. Personal and Substantial Participation! You stated that, as a City employee, you were responsible for preparing and coordinating all aspects of the City's N██████████ Redevelopment Plan (which provides, among other things, for planning, financing, and construction of the redevelopment of the CHA's ██████████ G██████████ project). You met with the Mayor, City personnel, and representatives from the CHA, Habitat, Park District, and Board of Education to discuss all aspects of the redevelopment and the City's role in it. You also reviewed several early proposals submitted to the CHA from developers for the redevelopment. We conclude from these facts that, during your City employment, you participated personally and substantially in the planning and construction, and financing of the redevelopment of the area designated in the City's N██████████ Redevelopment Plan, and hence in the planning and construction of replacement housing and other buildings that are part of the ██████████ G██████████ redevelopment. Therefore, you are prohibited, for one year from the date you left City employment, from assisting or representing any person, including ██████████ C, in the redevelopment of the area designated in the City's N██████████ Redevelopment Plan--which includes redevelopment of the CHA's ██████████ G██████████ project and administration of the ██████████ agreement.

Contract Management Authority/M██████████ L. You negotiated and coordinated the City's development agreement with ██████████ L for the M██████████ residences, which are located within the area covered by the N██████████ Redevelopment Plan. We conclude that, while a City employee, you exercised contract management authority with respect to the M██████████ development agreement. Therefore, §2-156-100(b) permanently prohibits you from assisting or representing any person with respect to the City's development agreement with ██████████ L for the M██████████ residences, including further performance by ██████████ L or its subcontractors. However, the facts presented show that you did not work on the separate oral understanding regarding allocation of units for public housing. Thus, we determine that you did not exercise management authority with respect to this separate understanding, and are not permanently prohibited from assisting or representing ██████████ C in buying or leasing M██████████ units allocated for public housing. We note, however, that the Ordinance's one-year restriction does prohibit you from assisting or representing any person, including ██████████ C, with respect to these M██████████ units.

b. ██████████ Properties. Personal and Substantial Participation. During City employment, you regularly attended meetings with representatives of the CHA, Habitat, the City, and the community, in which plans for the ██████████ Properties redevelopment and surrounding areas were discussed. In addition, you testified in

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federal court about the City's role in and support of redeveloping this area. We conclude that, during your City employment, you participated personally and substantially in the planning and construction of replacement housing and other buildings that are part of the redevelopment of the area designated in the City's [redacted] Conservation Plan. Therefore, the Ethics Ordinance prohibits you, for one year from the date you left City employment, from assisting or representing any person, including [redacted] C, in the redevelopment of the area designated in the City's [redacted] Conservation Plan, including the CHA's [redacted] Properties project.

Contract Management Authority. Based on the facts presented, the Board concludes that, during your City employment, you did not exercise contract management authority with respect to any contract associated with redevelopment of the [redacted] Properties project and designated surrounding area. Therefore, you are not restricted by the permanent prohibition of Section 2-156-100(b) with respect to this redevelopment.

c. H [redacted]. Personal and Substantial Participation.

i. In Business Transactions. You were one of two City employees specifically identified as knowledgeable about the H [redacted] redevelopment in documents D [redacted] submitted to the City Council. You supervised D [redacted] staff in the sale to Habitat of City-owned parcels for construction of public housing in the H [redacted] redevelopment area. You reviewed both a report to the Plan Commission and an Ordinance package for the City Council regarding the sale, and prepared to testify before the Plan Commission and City Council about the sale and about the City's role in the H [redacted] redevelopment. Based on these facts, we conclude that you participated personally and substantially in the planning and construction of replacement housing in the designated H [redacted] redevelopment area. Therefore, the Ethics Ordinance prohibits you, for one year after leaving City employment, from assisting or representing any person, including [redacted] C, in the redevelopment of the H [redacted] project and designated surrounding area.

ii. In Administrative Proceedings. The Board has previously determined that Plan Commission proceedings qualify as "administrative proceedings" for purposes of §2-156-100(a) of the Ordinance. The facts presented indicate that, during your City employment, you supervised other City employees in preparations for the sale of land for the H [redacted] redevelopment, including your review and approval of an application to the Plan Commission and an Ordinance package for the City Council supporting the sale. You also prepared to testify before a City Council Committee on details of the sale. Based on these facts, we conclude that you participated personally and substantially in proceedings before the

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City Council and Plan Commission concerning the City's sale of [redacted] parcels for the H [redacted] redevelopment. Thus, the Ethics Ordinance permanently prohibits you from assisting [redacted] C or any other person in proceedings involving the City or any City agency with respect to the sale of these parcels. However, during your City employment, you had no involvement in any proceedings concerning the sale of other land for the H [redacted] redevelopment. We conclude that you did not participate personally and substantially in any proceedings involving the City or any of its agencies on the redevelopment of other parcels in the designated H [redacted] redevelopment area. Thus, you are not permanently prohibited from assisting or representing any person in proceedings involving the City or any City agency with respect to these other parcels-- though, because such proceedings would be integral to the planning and construction of replacement housing units in the designated H [redacted] redevelopment area, you are prohibited, for one year following termination of your City employment, from assisting or representing any person, including [redacted] C, in such proceedings.

Contract Management Authority. Based on the facts presented, we conclude that, during your City employment, you did not exercise contract management authority with respect to any contract associated with the redevelopment of the H [redacted] project and designated surrounding area. Therefore, you are not restricted by the permanent prohibition of Section 2-156-100(b) with respect to the H [redacted] redevelopment.

d. Remaining CHA Redevelopments. The facts presented indicate that, during your City employment, you were not involved in discussions about and had no responsibility with respect to the redevelopment of the CHA's [redacted], [redacted], [redacted], or [redacted] projects. Thus, we conclude that you were not personally and substantially involved in the subject matters of these business transactions, and have not exercised contract management authority with respect to any City contracts associated with them. Thus, the post-employment prohibitions of the Ethics Ordinance do not restrict you from assisting or representing [redacted] C or any other person in these redevelopments.

CONCLUSION: Our determinations are summarized as follows.
No Exclusion from the Ordinance's Prohibitions. We have determined, from the facts presented in your case, that the circumstances of your post-City employment are not those from which we can conclude that you were intended to be excluded from the restrictions of the Ordinance's post-employment provisions. Thus, you are not excluded from the post-employment prohibitions in your work for [redacted] C on these CHA redevelopments.

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[REDACTED]

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One-Year Prohibitions. For one year following termination of your City employment, i.e., until [REDACTED], you are prohibited from assisting or representing any person, including [REDACTED] C, with respect to: 1) redevelopment of the area of the City's N [REDACTED] Redevelopment Plan, which includes the CHA's [REDACTED] G [REDACTED] project and designated surrounding area; 2) redevelopment of the [REDACTED] Properties project and the designated surrounding area within the [REDACTED] Conservation Plan; and 3) redevelopment of the H [REDACTED] project and the designated surrounding H [REDACTED] redevelopment area.

These prohibitions include all work on [REDACTED] C's behalf directed toward planning, financing, or constructing these redevelopments (including housing units or other buildings). They also include all work directed toward or reasonably expected to lead to action by any City agency or department with respect to these redevelopments, such as, but not limited to: (1) analyzing sites or redevelopment plans; (2) preparing, issuing, or reviewing RFPs or RFP responses for the planning, design or construction of the redevelopments; (3) negotiating or supervising performance of any contracts for planning, financing, or construction of housing units, buildings, or other projects located within the areas specified above, including the [REDACTED] agreement, and the acquisition or lease of units in the M [REDACTED] residences set aside for public housing; and (4) representing [REDACTED] C before potential funding sources, such as the Community Development Commission, City Council, or Local Initiative Support Corporation.

Permanent Prohibitions: [REDACTED] G [REDACTED]. You are permanently prohibited, under Section 2-156-100(b), from assisting or representing [REDACTED] C or any other person with respect to the development agreement between the City and [REDACTED] L for the M [REDACTED] residences, including performance by [REDACTED] L or its subcontractors. You did not exercise management authority over the separate understanding regarding allocation of units for public housing. Thus, the Ordinance's permanent prohibition does not prohibit you from assisting or representing [REDACTED] C in purchasing or leasing units for this purpose; however, you are still prohibited by the Ordinance's one-year ban from assisting or representing any person, including [REDACTED] C, with respect to this matter.

H [REDACTED] Redevelopment Proceedings. You are permanently prohibited, under Section 2-156-100(a), from assisting [REDACTED] C or any other person in proceedings before the Plan Commission or City Council with respect to the City's sale of [REDACTED] parcels to Habitat for the H [REDACTED] redevelopment. However, while you are not permanently prohibited from assisting or representing any person in proceedings before any City agency or department with respect to proceedings concerning the sale or redevelopment of other parcels within the

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H█████ redevelopment area, you are prohibited until ██████ from assisting or representing ██████C, in such proceedings.

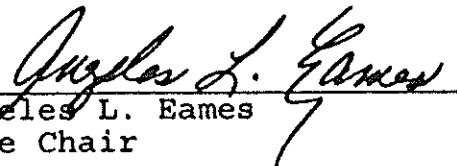
Other Projects: Finally, the post-employment provisions of the Ordinance do not prohibit you from: (1) assisting or representing ██████C or any other person in the redevelopment of the ██████, ██████, ██████, ██████, or ██████ CHA projects; and (2) performing your organizational responsibilities (such as hiring ██████C staff and preparing budgets and goals); and (3) assisting or representing ██████C in administering the CHA contract to provide employment assistance to H█████ residents.

The Board advises you that, if you are asked to perform work on any proceedings, projects, or business transactions involving the City that are not specifically addressed in this opinion, you should seek the Board's guidance, because the Ordinance's one-year or permanent prohibitions may restrict you from participating in them.

Our determinations in this case are based on application of the City's Governmental Ethics Ordinance to the facts stated in this opinion. If the facts stated are incorrect or incomplete, please notify the Board immediately, as any change may alter our determinations. Other laws or rules also may apply to this situation.

CONFIDENTIAL INFORMATION. The Board also advises you that §2-156-070 of the Ordinance, "Use or Disclosure of Confidential Information," prohibits you, as a former City employee, from using or disclosing confidential information you acquired in the course of your City employment.

RELIANCE: This opinion may be relied upon by any person involved: (1) in the specific transaction or activity with respect to which this opinion is rendered; and (2) in any specific transaction or activity that is indistinguishable in all its material respects from the transaction or activity with respect to which the opinion is rendered.


Angeles L. Eames
Vice Chair