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F.M.S

ADVISORY OPINION

To: Case No. 94044.A

Date: March 3, 1995

For _____ years, you were a _____ Engineer in the City's Department of "D". You took early retirement effective June 30, 1993. Then, from July 1, 1993 to December 31, 1994, you performed services for "D" as a person compensated by voucher. Your vouchered status expired on December 31, 1994. On December 7, 1994, you asked the Board of Ethics whether the Governmental Ethics Ordinance limits your future activities on 19 specific projects on which you may be asked to work either as an independent consulting contractor with "D" or as an employee of or consultant to an outside company.

The Board determines that, for purposes of the Ethics Ordinance, vouchered personnel are not employees of the City. We also hold that the Ordinance's post-employment provisions are applicable only to those matters in which a former employee was involved while a City employee--not to matters in which the former employee became involved subsequent to taking vouchered status. Thus the Ordinance does not prohibit you from assisting or representing any person in matters in which you have not yet been involved, or on which you began your work during your vouchered period.

Additionally, we hold that the Ordinance's one-year prohibition expired in your case on June 30, 1994, one year after the effective date of your retirement from City employment. However, you are still subject to the Ordinance's permanent prohibition to the extent that you exercised "contract management authority" while a City employee. Accordingly, we determine that, while a City employee, you exercised contract management authority over contracts in connection with two of the projects for which you seek guidance: 1) the _____ Transit Development, including any federal audit of those contracts; and 2) any conveyance contract to the _____ Institute that eventuates from the reappraisal on which you worked. As to these contracts, the Ordinance permanently prohibits you from assisting or representing any person other than the City in any further work on them. But from the facts presented, we are unable to determine whether the



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Ordinance prohibits you from providing services to the City in connection with these contracts.

We also hold that, while you were a City employee, you did not exercise contract management authority with respect to contracts in the following matters, so the Ordinance does not prohibit you from assisting or representing any person with respect to them: the disposition contracts on 1) the Transit matter, 2) the G and A matter, and 3) the O Viaduct matter; and the acquisition contracts on 1) the Circulator yard site matter, and 2) the R Rd. matter. The Ordinance also does not prohibit you from assisting or representing any person with respect to the right-of-way issues in the McCormick Place Expansion matter. Our reasoning follows.

This opinion will first describe your work as a City employee, then summarize the law, and finally describe your prior work on the specific matters you ask the Board to address, with the Board's conclusions.

FACTS: A. Your City Employment. You have spent your entire professional career with the City. You began City employment as a Engineer with the City's Department of in . In , you became Engineer, the position you held until retiring from D effective June 30, 1993. In this position, you and your staff were responsible for coordinating and negotiating the City's acquisition of "right of way" property rights--such as air rights, easements, or outright purchases of real estate parcels--required to complete various capital projects, and for assuring that acquisitions conformed to federal guidelines in projects where federal funding was involved. You also handled the disposition of parcels of "excess" property the City had acquired in connection with these projects but no longer needed.

1. Property Acquisition. You supervised the right of way acquisition process--essentially one of eminent domain--in which the City identified and acquired whatever property rights it would need in order to undertake roadway and transit projects, Department of Aviation projects, and library construction and expansion. Your unit typically completed its work before the City advertised any bidding on final engineering, design, and construction contracts. You described the process as follows: the project manager gave you preliminary engineering plans showing the "alignment" of the project and its location in the City. You said you had no role in the design of the project, the drafting of these plans, or the selection of the designing engineer. You then inspected the site to determine the actual parcel(s) the City would need to acquire, and whether the acquisition would be temporary (e.g. for a construction easement), or permanent. Your office then performed

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title searches to determine what and whose interests would be involved in the acquisition. In certain projects, you evaluated right of way issues for several sites being considered for a single purpose.

You and your staff also prepared the documentation necessary to introduce to the City Council an ordinance allowing the City to enter into a conveyance contract for the parcel(s); this included attaching plats, surveys, and legal descriptions. You then ordered services from an approved list of outside contractors who surveyed the property, rendered a title opinion, and appraised it. Each property required two or three appraisals. Once the appraisals were returned by outside firms, you established a purchase price, and your office prepared an offer letter, which you personally delivered. You then negotiated a settlement with the seller; once terms were agreed upon, a conveyance contract for the property was prepared. You said these contracts were revisions to form contracts originally prepared by the Department of Law. Your staff completed these contracts by inserting the necessary right of way drawings, plats, and legal descriptions; in properties with title problems, you drafted special clauses. You personally delivered the contracts to the property owner, signed the contracts on the City's behalf, and supervised "post-closing" steps with respect to the contracts, such as filing deeds and other documents necessary for the City to maintain its property tax exemptions.

In projects where the City used federal funds (nearly all capital projects), the City was required to adhere to certain standards governing the fairness of the acquisition and to obtain proper "sign-offs" from federal agencies. You were responsible for assuring that the required procedures and standards were followed.

2. **After-Acquisition Activities.** You and your unit also were responsible for resolving any "post-closing" matters relating to conveyance contracts or to ownership or boundary disputes involving particular right of way parcels which might be impeding a project's construction. In appropriate cases, you advised the project manager if, in your judgment, right of way issues would affect the project's actual construction, e.g. if a road-widening should be varied by several feet at a specific location. This, you said, was your only participation in a project's construction phase.

For projects involving federal or state funds, you were responsible for handling audits performed by federal or state funding agencies investigating whether the City had acquired right of way property in accordance with the required standards and procedures.

3. **Property Dispositions.** Finally, you were responsible for the preliminary steps in the disposition of excess right-of-way property, property the City later found to be unnecessary to

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complete or operate the larger capital project. Your work included inspecting the project site(s), determining whether parcels were indeed excess, identifying and contacting potential purchasers, and then supervising production of plats and drawings identifying the parcels' dimensions. You supervised the process by which the state or federal funding authority reviewed and approved the disposition. Last, you forwarded the parcel file on to General Services, which performed an appraisal, set a value, advertised the property, and conducted the sale. You said you were not involved in setting the purchase price--you did not make recommendations or order or review any appraisals.

During your City employment, you began work on matters that you believe will continue into 1995; you request guidance from the Board on your continued participation in seven of them. These matters will be detailed in the Specific Matters section below.

B. Your Vouchered Period Work. Effective June 30, 1993, you took voluntary early retirement. You said, and *someone else* confirmed, that at that time *D* offered you a three-month position as a *D* Engineer, to be paid by voucher. The Letter of Understanding you signed indicated that this position included no City benefits, and the City made no tax deductions. *D* then extended this status to you every three months until December 31, 1994; your status was not renewed past that date. During your vouchered service, you were asked to continue working on several matters you had begun during your City employment, to begin work on more, and to train two City employees. Of the matters you began during this period, you request guidance from the Board on your continued participation in eight of them.

C. Your Proposed Work. You said that *D* would like to retain you as a consultant to the City and continue your work on certain matters. You identified 19 matters on which you might be asked by *D* (or, in one instance, a private company) to work, for which you request the Board's guidance. You said you were involved in seven of these matters during your City employment, and began work on eight more of them during your vouchered period. You said you have had no involvement yet on the remaining four.

ISSUE AND LAW: Post-Employment. The relevant section of the Ordinance, Section 2-156-100(b), states:

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

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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.

Under this section, a former City employee is subject to two restrictions on employment after leaving City service, a one-year prohibition and a permanent prohibition.

One-year Prohibition. For one year after leaving City employment, a former employee is prohibited from assisting or representing any person in any business transaction involving the City if: (1) the transaction involves a subject matter in which he or she participated as a City employee; and (2) his or her participation in this subject matter was personal and substantial.

However, the Board has held that, under certain circumstances, a former City employee may provide the City with services that are the same or similar to those that the employee provided during City employment. In determining whether such an arrangement between the City and a former employee is prohibited, the Board considers such factors as whether the City seeks the services of the former employee, whether the City stands to benefit by hiring the former employee as a consultant, whether the former employee represents the interests of any other entity in connection with these consulting responsibilities, and whether the contract obligates the former employee to act at all times in the best interests of the City, thereby further protecting the City's interests. Case No. 93018.A.

The Board also has held that former employees who continue in a "vouchered" relationship with the City after leaving City employment are considered City contractors, not City employees, during the period of their vouchered service. As former employees, however, they are, during the period of their vouchered service, subject to the post-employment provisions in all circumstances other than their vouchered service to the City. The Ordinance's one-year prohibition, then, begins on the date these individuals cease to be City employees, not on the date on which their vouchered service ends.

You retired from City employment effective June 30, 1993, and became a person compensated by voucher, a status you retained until December 31, 1994. Your particular vouchered service met the criteria set out in Case No. 93018.A. During this time, you were considered a City contractor for purposes of the Ethics Ordinance. Thus, in your situation, the one-year ban of §2-156-100(b) expired on June 30, 1994, one year after the effective date of your retirement, and does not now prohibit you from assisting any person

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in the seven matters on which you began working during your City employment.¹

Permanent Prohibition: However, as a former City employee, you are still subject to the permanent prohibition of §2-156-100(b). You are permanently prohibited from assisting or representing any person with respect to a contract if, while a City employee, you exercised "contract management authority" with respect to that contract.

As described above, the Board has held that, under certain circumstances, a former City employee may provide the City with services that are the same or similar to those that the employee provided during City employment. In determining whether such an arrangement between the City and a former employee is prohibited, the Board considers such factors as whether the City seeks the services of the former employee, whether the City stands to benefit by hiring the former employee as a consultant, whether the former employee represents the interests of any other entity in connection with these consulting responsibilities, and whether the contract obligates the former employee to act at all times in the best interests of the City, thereby further protecting the City's interests.

Accordingly, the Board must first decide whether you exercised "contract management authority" during your City employment over any contracts on which you may be asked to work.² You said you may be asked by the City to assist or represent it in various matters, seven of which you worked on during your City employment. Therefore, if the Board determines that you did exercise contract

¹ Because the one-year ban of §2-156-100(b) applies only to business transactions in which you worked during your City employment, it does not apply to those business transactions on which you began work during your vouchered service, or in which you have not yet worked. Thus, it does not prohibit you from assisting or representing any person in the following matters you identified as those on which you may be asked to work in the future: the eight matters on which you began working during your vouchered service, and the four in which you have not yet worked.

² Because the permanent ban of §2-156-100(b) applies only to those contracts over which you exercised contract management authority while a City employee, it likewise does not prohibit you from assisting or representing any person with respect to contracts in the following matters you identified as those on which you may be asked to work in the future: the eight matters on which you began working during your vouchered service, and the four in which you have not yet worked.

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management authority over contracts involved in any of them, we will then consider whether the facts presented show that you have met the criteria set out in Case No. 93018.A, described above, and thereby whether you may assist or represent the City in connection with those contracts.

Section 2-156-010(g) defines "contract management authority:"

"Contract management authority" means 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.

Much of your City work was directed toward preparing and supervising real estate conveyance contracts in individual projects. You participated in all stages of right-of-way acquisitions, and in the early stages of property dispositions. In both processes, you personally inspected each site to assess its right-of-way requirements or excess status, and ordered and reviewed surveys to identify owners and potential sellers or purchasers. In acquisitions, you also prepared acquisition ordinances and contract documents, established offering prices, personally delivered offer letters, and negotiated the City's purchase of parcels. Thus, you exercised management authority over many contracts. However, the issue is whether you exercised such authority over any contracts on which you may be asked to work in the future. Accordingly, the Board makes the following conclusions with respect to the seven specific matters you identified as those on which you both worked while a City employee and may be asked to work in the future.

SPECIFIC MATTERS:

1. **Transit Development. Summary of Facts:** As the City's Engineer, you supervised the City's acquisition of 120 parcels, and then preliminary steps in the dispositions of two of them, in connection with the 0 extension. On these two dispositions you inspected the sites, determined that they were indeed excess, identified likely purchasers, and ordered plats and descriptions for them.

You said that the City has now successfully "closed out" all the acquisition contracts, but has not successfully disposed of the two parcels. With respect to these two parcels, you said that it was only after your vouchered period began that you first met with the ., a potential purchaser of one parcel; you have met several times with its representatives, though no actual price terms or contracts have been proposed. You said that you

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have also begun working on alternative dispositions for the property in the event the negotiations do not produce a sale. Likewise, with respect to the second parcel, no sale terms have yet been discussed, and no contract has been drafted. You said that, after January 1, 1995, it is unlikely that you would be asked to have any further involvement in these negotiations or in the disposition of either property, but you asked that the Board address this possibility.

You also expect that the federal government will conduct an audit of all acquisition contracts. As you were responsible for securing the necessary federal assurances throughout the acquisition phase, you believe that the City may ask you to supervise the audit procedure.

Analysis and Conclusion. Acquisition Contracts and Federal Audit: The Board concludes that you exercised contract management authority over the 120 acquisition contracts, and that the Ordinance permanently prohibits you from assisting any person other than the City with respect to them. As you said, though, these contracts have been "closed out" and, except for the federal audit, you do not expect any further work on them.

The audit procedure is a critical aspect of the City's performance of its right-of-way contracts, which must be formulated in compliance with federal guidelines and approved by appropriate federal authorities at the time they are executed. It was your responsibility to see that these guidelines were followed so the City's funding would not be jeopardized. An audit is merely a continuation of that work. Therefore, the Ordinance permanently prohibits you from assisting or representing any person other than the City in any further work on the acquisition contracts in connection with the Transit Development, including any federal audit of those contracts. But from the facts presented, we are unable to determine whether the Ordinance prohibits you from providing services to the City in connection with these contracts.

Analysis and Conclusion. Disposition Contracts: As to the two outstanding property dispositions, the Board believes that the degree of your participation as a City employee, namely, inspecting the sites, determining that they were indeed excess, identifying potential purchasers, and ordering and reviewing surveys and legal descriptions, does not constitute contract management authority over any conveyance contracts that may eventuate. You did not participate in negotiations with respect to any disposition contracts; rather, you gathered information that would later be used when the Department of General Services prepares the contracts. Your work in connection with any future conveyance contracts during your City employment was preliminary, though you

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performed it knowing that the City was considering conveying the properties by some future contract (and, while a vouchered person, took further steps toward creating those future contracts). During your City employment, however, you did not have personal involvement in the formulation of an actual City contract. Therefore, you are not prohibited from assisting or representing any person with respect to any contract that ensues for the conveyance of these excess parcels.

2. G and A Dispositions. Summary of Facts: This matter involves the potential disposition of as yet unidentified parcels of land abutting the Kennedy Expressway that, due to the realignment of the Ohio St. interchange, may become excess parcels. As a City employee, you inspected the interchange site, determined that a number of parcels were excess, ordered title searches to identify potential purchasers for those sites, and ordered production of surveys, plats and legal descriptions for the sites' dimensions. Because state money was used to fund the Kennedy reconstruction, you were also responsible for assuring that the City received proper state approval for all dispositions. You supervised the drafting of an ordinance authorizing the City to sell each parcel of property. You completed your work on only one parcel before you left City employment. You turned it over to General Services, which appraises the parcel and conducts all sales.

Since you left City employment, all currently identified sites have been turned over to General Services for final sale. You believe that the successful disposition of the previous parcels may spur other dispositions in the G and A area. You may be asked to assist the City in the process of conducting future dispositions, which would include performing the same activities as you did previously.

Analysis and Conclusion. As with the Transit Development, your participation in these dispositions as a City employee does not constitute contract management authority over any conveyance contracts that may eventuate. Your work in connection with any future conveyance contracts during your City employment was at most preliminary, though you performed it knowing that the City was considering conveying the properties by some future contract (and, similarly, while a vouchered person, took further steps toward creating those future contracts). You were not personally involved in formulating an actual City contract. Therefore, you are not prohibited from assisting or representing any person with respect to any contract that ensues in connection with the conveyance of excess parcels in the G and A matter.

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3. **Viaduct Dispositions. Summary of Facts:** The City owns several parcels of land situated underneath an overpass from Evergreen St. to Chestnut St. The City is in the process of demolishing the overpass; the final demolition stage is scheduled for completion in May 1995. After that time, the City will have no use for the parcels. During your City employment, the City decided to dispose of the excess property.

While a City employee, you inspected the sites, determined that there was indeed excess, reviewed existing legal descriptions and plats for them, contacted potential purchasers, and then ordered title surveys. The goal of your work in this matter during your CDOT employment, you said, was to clear the City's title in these parcels so negotiations and sales could eventually proceed. At the time you left City employment however, there were no sale contracts pending.

Currently, the City wishes to proceed with the dispositions, using a one-year-old industrial street program administered through the Department of Planning. You believe the City might ask you to continue working on the dispositions, and that this would entail coordinating the sites' appraisals, and, ultimately, assisting the Departments of Law or Planning in preparing the properties' legal descriptions for sales contracts. You do not anticipate being asked to negotiate any sale, or to draft sale contracts--that, you believe, will be done through those other departments.

Analysis and Conclusion. As in the G and A dispositions, the degree of your participation in these dispositions as a City employee does not constitute contract management authority over any conveyance contracts that may eventuate. Therefore, the Ordinance does not prohibit you from assisting or representing any person with respect to the conveyance contracts that emerge from the excess parcels in the O Viaduct project.

4. **Institute/W St. Disposition. Summary of Facts:** The City owns a short strip of W St. but the strip is surrounded by property already owned by an Institute. Negotiations for the City's sale of the parcel to the Institute began in 1987 and an appraisal was ordered, but the price was too high for the Institute. In 1991, you became involved: you were asked by the Law Department to inspect the property so the City could recalculate the purchase price. You also determined that the City should retain permanent utility easements in it. Then together with the Law Department, you ordered a reappraisal of the property. You said this activity differed from your typical involvement in a disposition transaction. You were instructed by the Law Department to "create the parameters of the reappraisal" so that the property's price

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could become attractive to the Institute. This was the project's status at the time you left City employment.

To date, the reappraisal still is not complete, and no contract has been drafted. You believe you will be asked by the City to assist the Law Department in determining the purchase price for the strip, and in drafting and negotiating the sale.

Analysis and Conclusion. Your involvement in the disposition while a City employee differed from and was more extensive than in other dispositions, including those you asked the Board to address. Your activity in this project--inspecting the property, determining that the City should retain certain easements in it, and conferring with the Law Department about the goals of a reappraisal, all with the aim of facilitating the City's recalculation of the parcel's price--constitutes personal involvement in the preparation of contract specifications, even though no contract has yet been negotiated. As a result, you exercised contract management authority over a conveyance contract that ensues from your work on the reappraisal while a City employee. Therefore, the Ordinance permanently prohibits you from assisting or representing any person other than the City in any further work on a conveyance contract to the Institute that eventuates from the reappraisal on which you worked. But from the facts presented, we are unable to determine whether the Ordinance prohibits you from providing services to the City in connection with these contracts.

5. Central Area Circulator Acquisitions. Summary of Facts: During your City employment, you met with an outside engineering firm, , to evaluate two possible locations for the Circulator's maintenance yard site, either R St., or Kedzie Ave./Fulton St. You inspected both sites, analyzed them for possible right-of-way problems, ordered title searches, contacted the owners, and inquired informally by telephone and in person whether they might be interested in selling their property. Together with the outside firm, you helped prepare a report in which you summarized your preliminary work analyzing the right-of-way implications and feasibility of the two sites. You said your work on the yard site acquisition as a D employee was cut off at this point. Eventually, the Circulator Board chose the R site; you said that right-of-way feasibility was only one of many factors in that decision.

The Circulator Board has not yet taken steps to acquire the R property, and an appraisal has not yet been completed. You said that the City might offer you an opportunity to work as a part-time consultant, possibly reviewing the appraisals when completed, assisting in the establishment of a purchase price, and negotiating with property owners; or an outside

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employer might offer you a contract as a consultant or part-time employee to work on Circulator right-of-way acquisitions. You said you have discussed only this project with an outside firm; you do not believe the firm would be interested in having you assist it in any other City project.

Analysis and Conclusion. During your City employment, your participation in the acquisition process for the yard site was preliminary. You were not personally involved in either the actual decision to acquire the site, or in the formulation of any acquisition contracts. The Board concludes that your work as a City employee on the R St. yard site does not constitute personal involvement in the formulation of any contracts that ensue in connection with acquisition of the site. You have therefore not exercised contract management authority with respect to the future conveyance contracts. As a result, the Ordinance does not prohibit you from assisting or representing any person in connection with any right-of-way acquisition contracts for the Circulator yard site.

6. R Rd. Acquisitions. Summary of Facts: This matter involves the reconstruction of R Rd. south of the Dearborn Park residential development. During your City employment, the City took steps to begin the reconstruction, but because of unforeseen problems involving water mains and Park District easements, the City did not move to acquire any permanent construction easements at the five sites until construction was about to begin. You reviewed preliminary roadway alignment plans while employed with and inspected the sites.

It was only after your employment ended, and during your vouchered period, that you did any further work on this matter. To date, the contracts for permanent easements have not been executed. You anticipate being offered a contract by the City to assist it in closing these acquisitions.

Analysis and Conclusion. During your City employment, your only involvement with this acquisition was to review preliminary engineering plans and personally inspect the sites. Because these activities do not constitute personal involvement in the formulation of acquisition contracts for the sites, you had no contract management authority over the contracts. Therefore, the Ordinance does not prohibit you from assisting or representing any person with respect to further activity in closing these acquisition contracts.

7. McCormick Place Expansion Consultations. Summary of Facts: This matter involves the reconstruction of access ramps to Lake Shore Drive and the Stevenson Expressway in the vicinity of McCormick Place, so that the Metropolitan Pier and Exposition

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Authority ("MPEA") can complete construction of additional facilities. You said that, as you have in the past, you might be asked in the future to assist both the City and MPEA in determining the "final-right-of-way lines" with respect to the projects--that is, who owns what, and who must pay for acquisitions. This ownership issue also may affect right of way acquisitions along the Circulator route because the McCormick Place expansion project lies at the southern end of the route.

According to the facts you provided, during your City employment, your involvement in this matter was limited to consulting to both the City and MPEA engineers about ownership issues. You said you worked with MPEA engineers, but were "on loan" from the City, and represented its interests. You reviewed plans and helped clarify what property and easements were owned by the State (which owns and maintains the highway, Route 41), the Park District, the MPEA, and the City. You also assisted MPEA engineers in working out the right of way acquisition issues with the State, and assisted City and MPEA engineers in determining the ownership of one adjacent support wall that was collapsing. You said that, other than this consulting work, you had no involvement in preparing or negotiating any of the right of way acquisition contracts involved--all acquisitions have been handled by the law firm of

Analysis and Conclusion. Your work on this matter did not involve any acquisition or disposition contracts over which you could have exercised management authority. Rather, you acted as a consultant on ownership and encroachment issues to the various parties involved. This work--which, you believe, may continue--does not constitute contract management authority. Thus, the Ordinance does not prohibit you from assisting or representing any person with respect to the right-of-way issues at the McCormick Place expansion site.

Confidential Information. In addition to the post-employment provisions, you are also subject to Section 2-156-070 of the Ethics Ordinance, entitled "Use or Disclosure of Confidential Information." This section prohibits all current and former officials and employees from using or revealing confidential information they may have acquired during the course of or by reason of their City position.

DETERMINATION: The Board determines that, for purposes of the Ethics Ordinance, vouchered personnel are not employees of the City. We also hold that the Ordinance's post-employment provisions are applicable only to those matters in which a former employee was involved while a City employee--not to matters in which the former employee became involved subsequent to taking vouchered status. Thus the Ordinance does not prohibit you from assisting or

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representing any person in matters in which you have not yet been involved, or in which you began during your vouchered period.

Additionally, we hold that the Ordinance's one-year prohibition expired in your case on June 30, 1994, one year after the effective date of your retirement from City employment. However, you are still subject to the Ordinance's permanent prohibition to the extent that you exercised "contract management authority" while a City employee. Accordingly, we determine that, while a City employee, you exercised contract management authority over contracts in connection with two of the projects for which you seek guidance: 1) the Transit Development, including any federal audit of those contracts; and 2) any conveyance contract to the Institute that eventuates from the reappraisal on which you worked. As to these contracts, the Ordinance permanently prohibits you from assisting or representing any person other than the City in any further work on them. But from the facts presented, we are unable to determine whether the Ordinance prohibits you from providing services to the City in connection with these contracts.

We also hold that, while you were a City employee, you did not exercise contract management authority with respect to contracts in the following matters, so the Ordinance does not prohibit you from assisting or representing any person with respect to them: the disposition contracts on 1) the Transit matter, 2) the G and A matter, and 3) the O Viaduct matter; and the acquisition contracts on 1) the Circulator yard site matter, and 2) the R Rd. matter. The Ordinance also does not prohibit you from assisting or representing any person with respect to the right-of-way issues in the McCormick Place Expansion matter.

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

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

Catherine M. Ryan
Catherine M. Ryan, Chair

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