

CONFIDENTIAL

Advisory Opinion

Joe Smith

Case No. 07027.A, Post-Employment

September 12, 2007

You are the First Deputy Commissioner of the City's Department of S ("DS"). You desire to leave your City employment and work as the Director in the Chicago office of S Corporation ("SC"), an international real estate development company. On June 13, 2007, you requested a written advisory opinion from the Board of Ethics addressing how the City's Governmental Ethics Ordinance would restrict your possible post-City employment with SC. As discussed in this opinion, the Board has determined that the post-employment provisions of the Governmental Ethics Ordinance prohibit you, for a period of one year from the date you leave City employment, from assisting or representing any person, other than the City (including SC, its parent, subsidiaries or affiliates), with respect to any real estate development project that involves razing, relocating, improving or repairing City-controlled infrastructure (including the "Special" project).

FACTS: Background and Jobs Prior to City Service: You graduated from University in 1985 with a B.A. in Political Science and from St. University in 1992 with an M.B.A. in Marketing. In 1986, you began working in construction marketing for M Corporation ("MC") and in 1993 worked in a similar job for O, Inc. ("O, Inc.") in the City and "collar" counties. You made no sales to the City. You obtained leads from established employers' business, and developed your own. You worked for MC for 7 years and for O, Inc. for 2 years.

Your City job: You began City employment in January 1996 in the Department of P ("DP") as Director of its Express program. If a business person were inundated with loading zone tickets, waiting in line for an inordinate period for various permits or licenses, or a business reported that there was a dead dog in an alley; those calls filtered through to you, and you would call the correct City person to solve the problem. You supervised 7-9 people. You characterized your job as one of customer service, stating that some cases would require more intervention from you or the colleagues you supervised, reminding/convincing - but not directing - departments respecting what actions they could take and always keeping accountability for resolutions within that department. You stated that you did not do work on the "Special" project (discussed below).

In December 1998, you joined the Mayor's Office as Assistant to the Mayor on Infrastructure. You remained in this position until July 18, 2007, when you became First Deputy Commissioner of the Department of S. You explained that, at the Mayor's Office, your job involved "infrastructure matters," which means working on problems involving, typically, potholes, capital projects (e.g., new/renovated public lighting and sewers, public buildings, such as libraries, and private real estate development in which the City was involved), demolition, and street construction. You had a staff of three (though none worked on SC's Special project described below). You said that there was fairly regular "troubleshooting" in your job in the Mayor's Office, at least as to special initiatives, including the Special project discussed below. For example, in 2004, The Company ("Company") desired to vacate a commercial property it owned, and your job was to help it move out, but stay within

the City. You worked with DP and the Company, and, based on the Company's criteria, to find a site through DP; to work on the financing of a portion of the Company relocation (especially because there was a school next to the Company's old site, giving an incentive to the City's underwriting initiative) and working out cost problems with the Company's staff; to work with the Chicago Public Schools ("CPS"), as to the "transfer" of the Company parcel to CPS to help facilitate the Company relocation, as well as CPS' possession and Company's rights of reentry, including face-to-face meetings with CPS; to work on certain EPA concerns, as the former Company site was changing from industrial use to school use, and, therefore, the site had to be environmentally safe; and to work with Company executives in [headquarters] to help with the attorneys representing Company. Respecting environmental permitting concerns, you said, that you "represented" the Company and "advocated" in connection with the environmental component of the project. You worked to (successfully) seek money because the TIF-assistance initially available was inadequate; you held meetings in the Mayor's Office on TIF-assistance matters. You also stated that such advocacy – and that involving a plaza for the school as desired by an Alderman - was about 10% of your City job, as well as to get "all the people talking." To achieve the goals of your assignment, you attended and held approximately 20 meetings, made many telephone calls, constantly performed follow up, and sent/received emails, as needed. The project ended about six months ago.¹

While in the Mayor's Office, you worked on a project involving SC; this is the company for which you desire to work after your City employment. SC's connection to the City is The "Special" building project at [100] Drive, which has already "broken ground" ("Special"), designed on behalf of SC by [a famous] international architect, [Jones], to occupy a prominent place in Chicago architecture. You were most active when the Mayor initially assigned the Special to you, in November 2004, to aid SC's

¹ You also gave another example of your "on-going" work in the Mayor's Office. Respecting the demolition of abandoned buildings (a Department of B ("DB") initiative), you reviewed, among other things, the whole demolition process, trends up/down in demolition completion, what the City is doing with debris, the effect upon nearby lots that are part of a redevelopment plan, any liens already upon the property or which should be placed on the property, and whether the City is foreclosing on any liens or other encumbrances. Because multiple departments, beyond Buildings, such as, DP, Streets, the L Department ("LD"), and a City interface with the county (because of court proceedings), three to four "Infrastructure" people in the Mayor's Office, besides yourself, have looked at this demolition initiative. You made sure all departments "talked" to each other, performing this task pursuant to monthly meetings, and as part of a working group, chaired monthly by an Infrastructure person, usually you, for which you set the agenda. Attendees typically were at your (deputy) level, or above, from the LD, DB, DP, and perhaps someone else (than only you) from the Mayor's Office. All departments involved in the demolition initiative report to the LD, and the LD presents to the working group problems/status of the demolitions, using the departmental reports and a spread sheet the LD develops. You said that the departments needed to work with each other, without a lot of "thinking," and you merely made sure they did not "fumble," as to each of their disparate responsibilities. You used LD's spread sheet as your tool, which demonstrates where the demolition process is not working; then you spoke with each department. For instance, you turned to DP respecting liens, and discussed which liens are/were important to the City (for purposes of foreclosure). Therefore, you stated that your job was one of "intervention" rather than of giving a "directive at a fork in road."

navigation of the early phases of the Special development, which included regulatory work, and, because it is a Planned Development, involved departmental “sign-offs.” Because of the “high profile” associated with SC’s development of the Special, you were assigned to work with Department of SS, the Departments of T (“DT”), DP, the Park District, ST (“ST”), and the Chicago Commission, as well as SC; you continued in this role until the passage of the Ordinance, when you relinquished work to Able Baker, formerly in the Mayor’s Office.. You spent 1-2 hours a day during February 2007 and March 2007 (10% to 20% of your time) working with City departments, SC and others so that SC would receive zoning, and certain other permits; otherwise your involvement has been sporadic. Though SC hopes to have many Chicago real estate developments, some including the City as a party, currently the Special is the only relationship between SC and the City, as evidenced by documents you sent to the Board August 15, 2007.

These documents comprise: (i) several letters between the City’s Department of H and SC representatives on SC’s payments into the City’s Fund under SS Ordinance [****] (“Letters”); and (ii) a City Ordinance passed May 9, 2007, encompassing Development Plan **, as amended, setting forth detailed parameters for, and obligations undertaken by, SC to obtain various City approvals in order that SC may construct the Special (“Ordinance”). You stated you do not believe the Ordinance’s content will be the subject of a development contract between SC and the City. You did say you believe, but are not sure how, the applicant in the Planned Development contained in the Ordinance, namely, S North LP, is related to SC. SC is funding the Special without City funds. You were not involved in any contract between the City and SC or in supervising SC performance of such a contract. Also, you said you were not involved in, or reviewed the drafts/content of, the Letters or the Ordinance.

You said your City job was to ensure all schedules for any work on the project were met and, further, that decisions were made that kept the development moving forward. You stated that your primary assignment was to attend meetings, acting as an observer; most meeting content was too technical for you to contribute much substantively; thus, none of your functions led to any Ordinance content. You stated that you did not have any material control of the development nor, at any meetings (or otherwise), did you “weigh in” on any substantive decisions. Your departmental contacts advised you of meeting dates (you did not know how many you attended), at which you were merely an attendee, and also of departmental schedules to complete project phases. You described these meetings as mainly “give-and-take” between departments (and sometimes SC or its lawyers) in which SC or a department would defend its position on the development, e.g., specifications regarding the project’s shape, size, set-back lines, numbers of units, green space and regulatory compliance process. By way of example, the Ordinance specifies many departments and agencies that must work on the Special initiative. Yet, you stated that if there were to be a meeting requiring the Park District and DP, DP would facilitate, schedule and coordinate the meeting, not you. You said your job was to report about the project’s progress to the Mayor or Chief of Staff. In order to do your job, you kept notes and maintained

your “tickler” system to call appropriate departments on the telephone to determine if a “next step” was accomplished. If so, obviously, that was good; however, if not, then your job was to ensure that the action items were accomplished. In order to achieve continued momentum, you said you were on the telephone often, occasionally with SC, but, more frequently, with your City department contacts, and sometimes with Commissioners. In order to solve scheduling issues (your main assignment), you would leave decisions on process to the departments but you would state to them “you’re going left, you need to go right.” You made the departments aware of issues, asked them to correct problems, then asked what steps they would take and you would follow up, asking: “are we back on track or not?” If the departments were not, you would reiterate the problems, the immediacy and their responsibility to remedy the problem. But, if the problem could not be solved, then you let it go because you were focused - in your assignment - on dates, so you would continue to monitor scheduling, and ask departments to make sure they would achieve their goals for the next set of dates. In addition, a City department might request your help. For instance, it would be having a problem with another department that was not complying with a schedule. You might inquire and find that non-compliance was a staffing issue and you would communicate with Budget about the possibility of obtaining staffing dollars, thus solving the scheduling problem.

In general, your work consisted of communication with other City employees or officials. Only if someone needed to know data you possessed, e.g., SC, would you call SC or it would call you. In order to have you monitor and report up-to-the-minute status, the Mayor made you the “point person” because of this development’s prominence. You made oral reports to the Mayor (a few written), with a status description, e.g., whether those project materials are in preparation for the Chicago Commission, what was wanting, etc. But this information went to few others, very little to SC (only on an as-needed basis), and to no one else. The data you gleaned came from meetings you attended, reports from meetings from your City department contacts, some SC people and you being on the telephone. You attended a few meetings with the Mayor and, separately, a few with SC, each focusing on scheduling issues. Privately, to the Mayor or Chief of Staff, you would explain any problems of departments meeting any schedules. You did little after giving your oral/written report to the Mayor. However, if a schedule were in jeopardy, then you would call the appropriate department that was “behind,” tell your contacts it was not acceptable and then tell the Department Commissioner to have him or her rectify the scheduling problem (such as DP’s timely preparation for a Chicago Commission meeting). When necessary, you invoked the Mayor’s name (based on your meeting with the Mayor) with a Commissioner, making a point of the ripple effect upon the Special if the Commissioner’s schedule was not met. You stated that, typically, the Commissioner would reprioritize certain tasks to accommodate the schedule to which it was your job to ensure everyone adhered. You stated that, while with the Mayor’s Office, you had approximately 12 similar assignments to that which you performed respecting the Special. By way of illustration, the Mayor’s Office assigned you as a project manager on the 3rd and K View III Project. The project was the development of affordable senior housing project. You characterized it as complex in that it included many many different City departments, and had a “tight” budget and construction

parameters: because of the funding source's requirements, "ground break" had to occur by a date certain, and expenditures were required on a defensible but expedited basis. You said you had to be "very convincing" with many departments.

In this position with the Mayor's Office, you said you never represented the City in any type of hearing except as a note-taker in community meetings; otherwise, you did not participate in any meetings except to make general remarks, and answer a few general questions. In connection with City contracts, you said you never formed, oversaw, drafted, let bids, scored, awarded, reviewed proposals for, negotiated, supervised, or signed off on payments in relation to any contract for, by or on behalf of the City. You stated that, to your knowledge, none of the work you performed for the City ever became part of a City contract. While in the Mayor's Office, you might hear of contracts, but your job was merely to observe the effects of contracts and, if part of a task you had, to communicate with a department about a certain contract.

In your current position with DS, you stated that various operational deputies report to you in connection with the projects upon which they are working. You evaluate their respective performances, make recommendations, and provide "new ways of looking at things." For instance, someone in your department's real estate section will come to you in connection with the management (by your department) of City-owned property that is inventoried by DP (and, therefore, actually on "their books"). You further stated that it was your intent to review these parallel activities by the two different departments and evaluate efficiencies pursuant to any proposed change to the current City property management system. In your current position, you stated you have done no work with SC.

Prospective Work for SC: You desire to work in the Chicago office of S Corporation ("SC"), a world wide real estate development company. Essentially, your job would comprise development in downtown Chicago, with continuing leasing responsibilities. You explained that, in the usual scenario, a client would approach SC, and your job would be to locate a site for SC to develop in which the client would lease. This could include City-owned property. When SC began spending serious "seed" money, the parties would execute a document providing for SC services. You said your job at this point would be to coordinate the timely and accurate development of this data and its collation into a report, and to put all into a standardized form, along with any variations on the information about the site.

SC's clients finance their costs in leasing space, *e.g.*, build-outs, internally, externally (mortgage) or through public funds. For the latter, the most likely scenario would be for TIF-monies, and you said it is conceivable that you would meet with a City TIF project manager and tell him/her about jobs/taxes generated by the development project. However, lacking financial skills, you would not participate in the substantive portion of processing/distributing TIF-monies, but would coordinate/facilitate/schedule/follow up with the City, the client, bankers, lawyers and SC people to move all through the TIF (or other financing) procedure. If, as part of your follow up, you found that a client's particular financing arrangement looked feasible, you would follow

up by scheduling a report, and presentations, to the Development Commission (“DC”) (for TIF-assistance) or the Chicago Commission (for a new or amended Planned Development). In addition to TIF involvement, you stated you could apply for a regulatory change, such as a zoning variance; however, your lack of technical skills in regulatory areas would prevent substantive involvement. Accordingly, your job at SC would be to ensure all filings had occurred, were reviewed, appeared on the next meeting agenda, and, thus, performed coordinating in the area of regulatory compliance for SC’s client.

You would then issue a final report for the client from which the client would decide whether SC should proceed; your job would become more substantive in providing data; and SC and the client would usually enter into a letter of intent and you would ensure that, as necessary, bankers and lawyers firm up many lessor-lessee assumptions in the letter of intent. After that, the parties would execute a development agreement. Your involvement would be that of a coordinator, ensuring that the parties fully execute the final development contract, and that the parties have agreed to all its terms. Thereafter, the parties would “break ground.” At that point, SC would complete bidding-out the contracts for construction. You would determine “unit” (development) pricing and SC’s profit. Also, in connection with the regular design/construction design, you would develop construction documents through the engineers/architects. You would coordinate SC entering into construction management and construction agreements. However, in connection with zoning, or permits, you would only act as a coordinator/scheduler for architects, contractors, or zoning attorneys.

Once SC’s construction was underway (or complete), you would be responsible to lease approximately 20-30% of space on “spec” (which generally has come to mean “unfinished space”). If the development were a “build-to-suit” arrangement (with the anchor tenant), and if SC were to control the property, then, through the stages of construction, and through the life of the development, your job would include ensuring all parties would remain on schedule and deliver the property as promised to the anchor tenant: you would oversee schedule/budget, and work with the architect/engineer/construction manager/general contractor: you would transfer data to, and file reports with, your supervisors.

You stated that you do not envision SC having a need for you to represent it (other than appearing at a Ward office, the DC, Chicago Commission, DC, zoning departments, or DP) before the City or its agencies in any judicial or administrative proceeding or any similar hearing or proceeding, though you did not rule it out as a remote possibility. In addition, you might meet with the person in the Mayor’s Office, DP or the Department of C (“DC”) in charge of any SC project. However, though you envision your role as imparting to the City schedules, dates and other information, nevertheless, you said you would also seek approvals for projects and to respond to City Requests for Proposals, advocating or negotiating with the City on behalf of SC when necessary, e.g., SC’s planned development lays out new streets with which DT disagrees. You said that, at present, in SC’s small Chicago office, you would have no staff.

You stated that you have had no discussions with SC on any work it would want you to perform on the Special project; you stated that SC probably would not ask you to become involved in that project. You stated that there was no immediate need for you to work for SC on the Special project because SC had people in its local office already working with the City on that project. You stated that, as to SC, there remains a certain amount of permitting work that needs to be accomplished on this project. You said that it was possible SC could ask you to help SC staff work with the City on the Special if it did not possess adequate staff. You know of no other current or planned work being performed or to be performed by SC for or with the City.

LAW AND ANALYSIS: Post Employment. Section 2-156-100(b), “Post-Employment Restrictions,” of the Governmental Ethics Ordinance (“Ordinance”) states, in relevant part:

No former...employee shall, for a period of one year after the termination of the employee's...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...employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

Permanent Prohibition: As noted, under the Ordinance, a former City employee is permanently prohibited from assisting or representing any person on a contract if he or she exercised “contract management authority” over that contract while employed by the City. “Contract management authority,” defined in Section 2-156-010(g):

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.

You have said that, in connection with City contracts, you never “formed, oversaw, drafted, let bids, scored, awarded, reviewed proposals for, negotiated, supervised or signed off on payments...[and that] none of the work you performed for the City ever became part of a City contract.” Based on the Board’s review of the facts presented, and your work in the Mayor’s Office, the Board concludes that you did not exercise contract management authority with respect to any SC contract. Therefore, the Governmental Ethics Ordinance’s permanent prohibition does not restrict you from assisting or representing SC (or any other person) as to the subject matter once the one-year prohibition has passed.

One-Year Prohibition: Under the first clause of §2-156-100(b), you are, as a former City employee, prohibited for one year after leaving City service from assisting or representing any

person (including SC, parent, subsidiaries or affiliates) in any business transaction involving the City if you participated personally and substantially in the subject matter of that transaction as a City employee. Accordingly, we first assess whether there are “business transaction(s) involving the City” on which you have been asked to assist SC, then their “subject matter(s),” and finally, whether you “participated personally and substantially” in those subject matter(s) during your City employment. You will be prohibited from assisting or representing any person in those transactions for one year, after leaving City employment, if: (i) they involve the City; and (ii) you participated personally and substantially in their subject matter.

Business Transaction(s) Involving the City: The first issue we address is whether SC’s actual and proposed real estate development in the City of Chicago constitutes a business transaction involving the City. As you described above, SC’s intended downtown Chicago development may include the City as a party or a funding source through TIF-assistance. Currently, as evidenced by the documents you produced, SC’s Special project is the subject of the Letters (between SC and the Department of H) and the Planned Development for the Special, as encompassed in the City’s Ordinance (defined above). Though every real estate project in the City of Chicago is not – for purposes of the Governmental Ethics Ordinance – a “business transaction involving the City,” the size, complexity, import, financing, historical significance or similar factors of a particular project may be such as to require, produce or result in substantial and significant City involvement such that the project constitutes, for purposes of the Governmental Ethics Ordinance’s post-employment provision, a “business transaction involving the City.” *Case No. 92035.A* (renovation of private property in conformance with City guidelines determined by Board to be “...a transaction involving the City, if the City’s involvement with the transaction is substantial,”). For example, if, in your job with SC, your real estate development activities would be “directed toward City action or its parameters are set by the City’s role,” *Id.* at p. 8, then you would be involved in a “business transaction involving the City.” This would occur if, during your assistance to SC, you worked on an SC project that involved the City’s “infrastructure improvement, the granting of building and zoning permits, and assistance with financing [all of which were] substantial, and integral to the eventual completion of [the] development[s].” *See Case No. 03022.A* (development of CHA housing projects under a City plan). Therefore, the Board concludes that the City’s involvement in SC’s development of real estate, including the Specuak, that also substantially and integrally involves the City’s infrastructure is a “business transaction involving the City” under the Governmental Ethics Ordinance.

Subject Matter: We next address the issue of the “subject matter(s)” of your work at the Mayor’s Office. Traditionally, the Board has defined subject matter in one of two ways, depending on the facts of the case, and the nature of the employee’s duties. In some instances the Board has found that the subject matter is “site” or “program” specific, that is, it may be defined as a project at a particular site, or a particular City program, on which the employee worked during City service. Cases in which this analysis is appropriate have involved clearly identifiable projects and physical sites. In other instances, the Board has concluded that, regardless of the site or program

on which an employee worked, the subject matter is “duty” or “responsibility” specific, that is, it may be defined in terms of the City duties or responsibilities that the employee carried out. Cases in which this analysis is appropriate involve City employees whose duties were not specific to any one project or physical location, but, rather, consisted of specific activities and areas of expertise.

You worked on a variety of tasks, assignments and projects that almost always involved the City’s infrastructure. However, your jobs included varying tasks. First, you described, in summary, your different tasks respecting the Company, namely, how you worked with DP and the Company, and, based on the Company’s criteria, found a new distribution center/office site for the Company through DP; worked on the underwriting of a portion of the Company relocation and worked out cost problems with Company’s staff; worked with the Chicago Public Schools (“CPS”), as to the “transfer” of the Company parcel to CPS to help facilitate the Company relocation, as well as CPS’ possession and Company’s rights of reentry, including face-to-face meetings with CPS; worked on certain EPA concerns, as the former Company site was changing from industrial use to school use, and, therefore, the site had to be environmentally safe; and worked with Company executives [at headquarters] to help with the attorneys representing the Company.

Next, you described one of your day-to-day operational functions: respecting the demolition of abandoned buildings (a B initiative), you reviewed, among other things, the whole demolition process, trends up/down in demolition completion, what the City was doing with debris, the effect upon nearby lots that are part of a redevelopment plan, any liens already upon the property or which should be placed on the property, and whether the City was foreclosing on any liens or other encumbrances. Because multiple departments and agencies, beyond B, such as, DP, Streets, the LD, and the County (because of court proceedings), were involved three to four “Infrastructure” people in the Mayor’s Office, besides you, have looked at this demolition initiative. You made sure all these departments “talked” to each other, performing this task pursuant to monthly meetings, and as part of a working group, chaired monthly by an Infrastructure person from the Mayor’s Office, usually you, for which you set the agenda.

Finally, you described your assignment on the Special: you were assigned by the Mayor – reporting to him or his Chief of Staff directly - to help SC through the early phases of the development, which included much in the way of regulatory work, and, because it is a Planned Development, involved departmental “sign-offs”; you worked with SS, the DT, DP, the Park District, ST, and the Chicago Commission, as well as SC; you continued in this role until the passage of the Ordinance, when you relinquished work to [Jones], formerly in the Mayor’s Office. You said your City job was to ensure all schedules for any work on the project were met and, further, that decisions were made that kept the development moving forward. In order to monitor and report up-to-the-minute status, the Mayor made you the “point person” because of this development’s prominence. If a schedule were in jeopardy, then you would call the

appropriate department that was “behind,” tell your contacts it was not acceptable and then tell the Department Commissioner to have him or her rectify the scheduling problem (such as DP’s timely preparation for a Chicago Commission meeting). When necessary, you invoked the Mayor’s name (based on your meeting with the Mayor) with a Commissioner, making a point of the ripple effect upon the Special if the Commissioner’s schedule was not met. In addition, you had many other assignments, virtually all involving the City’s infrastructure.

Real estate development within the city of Chicago routinely requires the razing, relocation, repair or improvement to City-controlled infrastructure. As assistant to the Mayor on infrastructure, you served, in essence, as a liaison between assorted City departments (*e.g.*, DP, LD, DT, ST), and, when necessary, real estate developers, to ensure that such repairs/improvements processed in a timely and efficient manner, in your words “coordinating, facilitating, scheduling and following up” on the performance of divergent infrastructure repairs/improvements by City departments. *Cf. Case No. 03022.A* (site specific analysis respecting former employee whose work *only* comprised CHA housing projects) (emphasis added). Accordingly, the Board concludes that the responsibility-specific subject matter in this case is any real estate development projects that involve razing, relocating, improving or repairing City-controlled infrastructure (including the “Special” project).

Personal and Substantial Participation:

Although you did not, while working in the Mayor’s Office, have the supervisory or personnel management responsibilities of a project manager, your responsibilities were similar. For instance, just in connection with your demolition assignment, you attended upwards of 100 meetings (chairing most of these meetings) at which a variety of topics were discussed/determined. You stated that you were involved in so many initiatives while working in the Mayor’s Office that you could not estimate a number. You also assisted in obtaining – at the Mayor’s direct request on a prominent project – permits so the Special could commence. And with respect to a lack of funds on the Company project, you obtained TIF-assistance elsewhere when existing TIF-assistance proved inadequate. *Case No. 03022.A* page 13.

Accordingly, while in City service, you worked in areas of financing, permitting, construction, liens, cash flows, among others, requiring understanding, and communication skills respecting many subject matters, albeit nearly all treating the City’s infrastructure; your tasks were not ministerial. In *Case No. 03022.A* a former employee who, while in City service, attended numerous meetings discussing various aspects of Phase 1 of a large public housing project; assisted CHA and developers in obtaining infrastructure, permit and financial assistance for 4 affordable housing projects; and on one such project expedited the permitting process. Likewise, your tasks were many, critical and significant to the success of the assignments you described. *See Case No. 03022.A* page 13 (attendance at “upwards of a hundred” meetings, and assistance to developers, demonstrated personal and substantial participation in the subject matter). Based

on these facts, the Board concludes that you participated personally and substantially in real estate development projects that involve razing, relocating, improving or repairing City-controlled infrastructure (including the "Special" project). You advised Board staff that you were involved in other initiatives generally similar to the Special project. You have not asked that the Board address these initiatives. However, we advise you to seek specific direction from the Board if, at any time within one year from your leaving City employment, you are asked to assist or represent any person (including SC, its parent, subsidiaries or affiliates) in preparing for or engaging in a business transaction involving or with the City (including the Special) respecting any of those other initiatives upon which you worked while in the Mayor's Office or may work on in DS.

Confidential Information: The Board also brings to your attention Governmental Ethics Ordinance §2-156-070, entitled "use of Disclosure of Confidential Information." This section prohibits you, as a former City employee, from using or revealing confidential information you acquired through your City employment. Confidential Information, for purposes of this Section, means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

DETERMINATIONS: Based on the facts presented, the Board determines that the post-employment provisions of the Governmental Ethics Ordinance prohibit you, for a period of one year from the date you leave City employment, from assisting or representing any person, other than the City (including SC, its parent, subsidiaries or affiliates), with respect to any real estate development project that involves razing, relocating, improving or repairing City-controlled infrastructure (including the "Special" project). The Board also determines, based on the facts you presented, that you did not exercise contract management authority over any aspects of the subject matter and, therefore, that the Governmental Ethics Ordinance's permanent prohibition does not restrict you from assisting or representing SC (or any other person) as to the subject matter once the one-year prohibition has passed. The Board also cautions you that if, at any time within one year from your leaving City employment, you are asked to assist or represent any person (including SC, its parent, subsidiaries or affiliates) in preparing for or engaging in a business transaction involving or with the City (including the Special) respecting any of the initiatives upon which you worked while in the Mayor's Office or may work on in DS similar to the Special project, you seek specific direction from the Board as to such work.

Our determinations do not necessarily dispose of all the issues relevant to your situation, but are based solely on the application of the City's Governmental Ethics Ordinance to the facts stated in this opinion. If the facts presented are incomplete or incorrect, please notify us immediately, as nay change may alter our opinion. Other rules or laws may also apply to your situation. We also note that any City department may adopt restrictions that are more stringent than those imposed by the Governmental Ethics Ordinance.

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RELIANCE: This opinion may only be relied upon by any person involved in the specific transaction or activity with respect to which this opinion is rendered.

Chair *pro tem*