

**ADVISORY OPINION**  
**CASE NO. 01047.A**  
**Post-Employment**

To: [Mary ]

Date: [ ]

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In a letter dated [ ], you requested an advisory opinion from the Board of Ethics on how the post-employment section of the Governmental Ethics Ordinance applies to your current employment as an attorney with the [Law Firm ]. You worked as a [Coordinator ] in the [Department 1 ] in the [Area X ] from [ ] through [ ], and as the [Coordinator ] in the [Department 1 ] in the [Sub-Area Y-1 ] from [ ] to [ ].

After careful consideration of the information that you provided and the relevant law, the Board has concluded that the Governmental Ethics Ordinance subjects you to specific permanent and one-year restrictions. Specifically, the Board concludes that:

1) You are permanently prohibited from assisting or representing any person other than the City, including [the Law Firm ], or its clients in any of the eminent domain proceedings, including follow-up hearings or actions, for which you prepared reports, made personal appearances before the [Commission A ], answered or signed interrogatories, or otherwise assisted the [Department 2 ]'s efforts in litigation; and

2) You are permanently prohibited from assisting or representing any person other than the City, including [the Law Firm ] or its clients on any contract over which you exercised contract management authority, while a City employee. The Board has not made, nor did you ask it to make, any determinations as to whether you exercised contract management authority over any specific contracts during your City employment. Thus, you are advised to contact the Board for specific advice if you intend, or are asked, to assist or represent any person other than the City, including [the Law Firm ] or its clients, with respect to any particular contract with which you were involved while a City employee, or any contract that arises from a particular project with which you were involved while a City employee, including but not limited to the 37 you have mentioned specifically; and

3) In addition to the two permanent prohibitions, you are prohibited for one year after you left City employment, i.e., until [ ], from

assisting or representing any person other than the City in real estate development transactions involving the City in the [Sub-Areas X-1, X-2, X-3

], the particular parts of the [Sub-area X-4  
], for which you were responsible, or the [Sub-area Y-1  
]. The Board's determinations are set forth in this opinion, along with the facts of the case, and the Board's analysis.

The Board notes that: 1) the Ordinance does not limit for whom you, a former City employee, may work, but rather limits what you may do for your new employer, [the Law Firm ]; and 2) these restrictions apply to you personally, not to the Law Firm itself.

**Facts:** Your City employment began on [ ] with the [Department 2 ]. In [ ], you transferred to the [Department 1 ]. You worked as a [Coordinator ] in the [Area X ] from [ ] to [ ], with direct responsibility over [Sub-Areas ] [X-1], [X-2], [X-3 ], and parts of [X-4]. You also worked as [Coordinator ] in the [Area Y ], with particular responsibility over the [Sub-Area ] [Y-1], from [ ] through [ ]. [ ]

[Coordinators ] are responsible for managing and supervising the achievement of goals for public and private development within each of seven [Areas ] into which the [Department 1 ] organizes the City. Each [Area ] is then further organized into a number of [sub-areas ]. The [Coordinator ] identifies areas for commercial and residential renovation, implements plans to accomplish identified planning goals, coordinates intra-departmental affairs pertaining to particular development projects, and works with developers and monitors their progress on particular projects. You worked to carry out this function in [Sub-Areas ] [X-1], [X-2], [X-3 ], and parts of [Sub-Area ] [X-4] in the [Area X ] and [Sub-Area ] [Y-1] in the [Area Y ].

Your coordination of intra-departmental affairs pertaining to development in the designated areas of your responsibility was particularly important. If, for example, the department was engaged in developing a parcel of property, potentially all of the following different efforts required coordination: the [Q ] Division of the department would be dealing with the parcel's zoning; the [R ] Division would be evaluating the developer's application for [R] funds; [Department 2] would be assisting with both acquisition of non-City owned land through eminent domain proceedings as well as the transfer of land currently within the City Inventory. As [Coordinator ] in such a scenario, you were responsible for knowing what kind of progress was being made in each sphere of activity, coordinating any efforts that might require legislative approval, and coordinating any efforts that might require communication between each group. You also acted as a liaison to the Alderman of the ward where the development was being planned or carried out.

You said that, given the brief period of time you occupied both the position in the [Area X ] and the position in [Y-1 ], you did not ever have the occasion to see a project through from its inception to its conclusion. However, you said that among the different projects on which you worked, you participated in all of the various stages of a project, on one project or another.

**[Coordinator ] in the [Area X ]:** You said that you were one of four to six [Coordinators ] in the [Area X ], which is one of the [Department 1 ]'s seven [areas ]. The boundaries of the [Area X ] are, roughly, the [ ] on the north, the [ ] on the west, and [ ] on the south. You were directly responsible for three [Sub-Areas ], namely, the [Sub-Areas ] [X-1], [X-2] and [X-3 ], and you were also directly responsible for parts of [Sub-Area ] [X-4]. Your immediate supervisor when you began this position, then-Assistant Commissioner [John ], was the District Coordinator for the entire [Area X ]. You said that during your tenure in this position, [Bob ] replaced [John ]. Your duties were limited to these particular [sub-areas ].

As one example of the course a development project can follow, and the way in which a [Coordinator ] participates in a project, you described the development undertaken by the [Alpha Company ] at [Avenue 1 ], which is located in the City's [Sub-Area ] [X-3 ]. You said that [Alpha] wanted to expand its facility into two adjacent buildings which it did not own, and therefore, approached the [Department 1 ] to inquire about the acquisition of the two buildings through eminent domain proceedings. Your predecessor, you said, helped the City negotiate an agreement with [Alpha]. These negotiations required a number of meetings about price and design, among other things, and a number of meetings with the [Q ] Division of the department, involving, among other things, landscaping issues, site planning, and various architectural issues. In order to acquire the relevant property under eminent domain, the City, with the participation of your predecessor, the Department's [Coordinator ] for the geographic area, sought and obtained approval from the [Commission A ], sought and obtained acquisition authority from the [Agency A ], and, through the [Department 2 ], filed a condemnation case.

You said that when you replaced your predecessor as [Coordinator ] for the geographic area, the condemnation case was still being litigated, and that you worked with the [Department 2 ] providing it with the redevelopment plan for the area and all other requested information. In addition you said that you finished all of the terms with [Alpha ] for its redevelopment agreement, which included finalizing architectural design specifications and the site plan. Further, you stated that at the time you became involved in the project, [Alpha] requested a Class 7(b) property tax abatement, which is a financial subsidy available for commercial developments in blighted areas. You stated that you coordinated all the meetings necessary to evaluate the Class 7(b) proposal as well as the meetings pertaining to the redevelopment agreement, site plan, and architectural specifications. You also said that you coordinated the preparation of all of the legislative approvals necessary to further the project.

You said that at the time you left this position, the project was ready to be introduced to the [Agency A ].

You told staff that the [Alpha ] project was just one of many development projects in which you participated. Because of when you began the job, you did not participate in the earlier stages of the project (which were managed by the previous [Coordinator ], your predecessor). However, you said that there were many other development projects in your year-long tenure, where you attended meetings similar to the meetings your predecessor attended, and worked to secure approval from the [Comm. A] to obtain acquisition authority of other parcels of property, as your predecessor did with the [Alpha ] project. Generally speaking, you were responsible for supervising the various steps in carrying out development projects pursuant to the Department's redevelopment plans. This responsibility involved the following duties: drafting Requests for Proposals (RFPs); coordinating the acquisition of property under eminent domain and plans for the improvement of that property; researching the experience and qualifications of potential developers; negotiating the terms for the sale of City-owned property with developers, including the public benefits, the scope of the redevelopment project, price terms, architectural features, and the use of the City-owned property; writing reports that were used in seeking approval from the [A] to obtain acquisition authority and authority to sell City-owned land; coordinating the preparation of all the necessary legislative approvals; and monitoring developments and improvements as they were constructed.

You stated that you were also responsible for the administration of various planning activities within your respective areas of authority. These activities consisted primarily of meeting with the local community, aldermen, and consultants to determine the goals and best uses for particular study areas. Often these planning studies were the precursors for the establishment of [R] districts within your respective geographic areas of authority.

While your primary responsibility was with the administration of the projects and deals that required departmental participation, you said that secondarily, to the extent possible, you also tried to stay abreast of any other real estate development in the areas for which you were responsible. Therefore, your administrative duties required you to handle a great variety of situations and keep track of many different people and projects in these areas. If, for example, private developers wanted to build, quite independently of any departmental initiative, you might have talked to them about various guidelines. To the extent possible, you kept track of the various sales and transfers of properties between landowners in the area and kept track of the different proposals for these properties.

Along with your [ ] letter, you submitted an appendix of all the "transactions" (as you called them) over which you judged you had exercised contract management authority while a [Coordinator ] in the [Area X ]. You listed a total of 17 "transactions."

**[Coordinator ] in the [Y-1 ]:** In [ ], you left your position as a [Coordinator ] in the [Area X ] and became a [Coordinator ] in the [Area Y ], with direct responsibility for [Sub-Area ] [Y-1]. You stated that the boundaries of the [Sub-Area ] [Y-1] are, roughly, the [ ] on the north, the [ ] on the west, [ ] on the south, and [ ] on the east. Your immediate supervisor, then-Deputy Commissioner [Jane ], was the District Coordinator of the entire [Area Y ]. Except for 4 projects in the [Sub-Area ], heretofore designated as “[Y-2],” for which you assumed responsibility at the request of [Jane ], you said that your responsibilities were limited to the [Sub-Area ] [Y-1].<sup>1</sup>

In general, your duties as [Coordinator ] in the [Sub-Area ] [Y-1] were similar in nature to your duties as a [Coordinator ] in the [Sub-Areas ] [X-1], [X-4], [X-2] and [X-3 ]. You explained, however, that much of your work in [Sub-Area ] [Y-1] involved working more closely with [R] staff on negotiating development deals with potential developers. You also participated in the procedures involved in acquiring and selling buildings and property.

As an example of your involvement with the [R] unit, on the one hand, and acquisition and land sales, on the other hand, you mentioned the [Beta Company ] building at [ ], which was owned by [Gamma ]. You said that [Gamma] owned the building, but only some portions of the land on which the building stood (and stands); it had ground leases on the other portions. You stated that the City was approached by a developer who wanted to purchase the building, use [R] money to convert the top five floors to a different use, and obtain City help on purchasing the ground leases. You entered the position of [Coordinator ] for the [Sub-Area ] [Y-1] in time to work with the [Department 2 ] in acquiring the ground leases, under eminent domain. You said that you also participated in meetings, held between members of the [R] unit and the developer. You stated that these meetings were primarily concerned with negotiating the terms of the [R] assistance, public benefits, and the scope and priority of the development project. Overall, you assisted [R] staff with negotiating the terms of the deal, you assisted the [Department 2 ], which was acquiring the ground leases and drafting the Redevelopment Agreement, and you coordinated the effort to obtain the required legislative approval.

You stated that the [Beta ] building project was just one of many development projects in which you participated, while you were the [Coordinator ] in the [Sub-Area ] [Y-1]. Generally speaking, you were responsible for supervising the various steps in carrying out development projects pursuant to the Department’s redevelopment plans. This responsibility involved the following duties: drafting RFPs; coordinating the acquisition of property and plans for the improvement of that property; researching the experience and qualifications of potential developers; negotiating the terms for the sale of City-owned property with developers, including: the

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<sup>1</sup>These projects appeared on Appendix 2 of your October 11, 2001 letter, as 1) [building W ], 2) [building X ], 3) [building Y ], and 4) [building Z ].

public benefits, the scope of the development project, price terms, architectural features, and the use of the City-owned property; writing reports that were used in seeking approval from the [Commission A ] to obtain acquisition authority and authority to sell City owned land; coordinating the preparation of all the necessary legislative approvals; and monitoring developments and improvements as they were constructed. While your primary responsibility was with the administration of the projects and deals that required departmental participation, you said that secondarily, to the extent possible, you also tried to stay abreast of any other real estate development in the areas for which you were responsible.

You said, with regard to the four projects in the [Sub-Area ] [Y-2], that you had been asked to coordinate the efforts on these projects because the [Coordinator ] of [Sub-Area ] [Y-2] needed help at the time. You said that, other than these four projects, you did not participate in development projects in the [Sub-Area ] [Y-2].

Along with your [ ] letter, you submitted an appendix of all the transactions over which you judged you had exercised contract management authority while a [Coordinator ] in the [ ]. In addition to the [Beta ] Project, you listed 19 other transactions.

**Post-Employment with the Law Firm:** On [ ], you left your City position, and went to work at the [Law Firm ]. You said that you work primarily on zoning, land use, municipal and constitutional issues for the firm. You said that this work includes representing clients who are seeking financial assistance and permits before various City Commissions, such as the [Commission A ], the [Commission C ], the [Board A ] and the [Commission B ]. The kind of permits and assistance typically sought includes, but is not limited to, tax increment financial assistance, purchase of City-owned property, specialized zoning, zoning variations, and driveway permits. You added that you have not and do not intend to work for [the Law Firm], its clients, or any other person on any of the transactions over which you judge you exercised contract management authority during your City employment. Further, you said that you had not, up to this time, worked for [the Law Firm ] or any other person on any projects within either [Sub-Areas ] [X-1], [X-2], [X-3 ] or the parts of [Sub-Area ] [X-4], for which you were responsible, or [Sub-Area ] [Y-1].

**Law and Application: Post-Employment Restrictions. Section 2-156-100.** The provision of the Ethics Ordinance that deals with Post-Employment Restrictions is divided into two sections, (a) and (b):

**(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.**

The Board has held that “assisting” and “representing” a person include, but are not limited to activities such as rendering legal advice, appearing before any City commission, board, department, or agency, negotiating contracts, or preparing or submitting documents on behalf of that person. Case No. 89144.A. “Assisting” and “representing” encompass helping a person seek a contract, as well as perform a contract. In Section 2-156-010(g), the Ordinance defines “Contract management authority” as

**personal involvement in or direct supervisory responsibility or 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 Conclusions: Subsection (a): Permanent Prohibition.** Section 2-156-100(a) permanently prohibits you, a former City employee, from assisting or representing any person other than the City including [the Law Firm ] or its clients in any judicial or administrative proceedings involving the City or any of its agencies, if you participated personally and substantially in those proceedings during your City service.

Applying this prohibition to your case, the Board concludes that the eminent domain proceedings in which you participated clearly qualify as “proceedings involving the City” for the purposes of Section 100(a). In some of these proceedings, you gathered the field research and prepared reports presented to the [Commission A ], to obtain approval to seek acquisition authority. In other instances, you worked with the [Department 2 ] during litigation, providing them with redacted redevelopment agreements for projects in the area, and answering and signing interrogatories. By doing so, you participated “personally and substantially” in these eminent domain proceedings. Given this conclusion, the Board determines that you are permanently prohibited from assisting or representing any person other than the City, including [the Law Firm ], or its clients in any of the eminent domain proceedings, including follow-up hearings or actions, for which you prepared reports, made personal appearances before the [A], answered or signed interrogatories, or otherwise assisted the [Department 2 ]’s efforts in litigation. (See Case No. 99044.A, p. 4)

**Subsection (b): One-year prohibition.** Under this section, you are prohibited, for one year following the date you left City employment, i.e., until [ ], from assisting or

representing any person other than the City, including [the Law Firm ] or its clients, in a business transaction involving the City if you participated personally and substantially in the subject matter of that transaction during your City employment.

In order to apply this prohibition to your case, the Board must ascertain the subject matter of the transactions in which you personally and substantially participated as a City employee. As the [Coordinator ] for the [Sub-Areas ] [X-1], [X-2], and [X-3 ], and parts of the [Sub-Area ] [X-4] and then as the [Coordinator] for the [Sub-Area ] [Y-1], and as the highest ranking employee in the department concerned solely with those sub-districts, you supervised and coordinated the various steps in the different development projects in those areas. Your administrative duties included supervising and monitoring the progress of individual developments and improvements as well as coordinating all the acquisitions and City improvements called for by the redevelopment plans. The successful performance of these duties also required you, secondarily, to research and keep track of other development projects and plans, and all real estate transactions in these [sub-areas ]. Although you had responsibility for four projects in the [Sub-Area ] [Y-2], you did not have the kind of administrative oversight of the [Sub-Area ] [Y-2] that you had over [Sub-area Y-1 ]. (Please note, however, that we address these four projects in our analysis of the permanent prohibition of Section 2-156-100(b) that follows.) Based on these facts, the Board concludes that the subject matter in which you were personally and substantially involved as [Coordinator] was real estate development in the [Sub-Areas ] [X-1], [X-2], [X-3 ], the parts of the [Sub-Area ] [X-4], for which you were responsible, and the [Sub-Area ] [Y-1].

Therefore, the Board determines that you are prohibited, for one year after you left City employment, from assisting or representing any person other than the City, including [the Law Firm ], or its clients in any business transaction involving the City if it entails real estate development in the [Sub-Areas ] [X-1], [X-2], [X-3 ], the parts of the [Sub-Area ] [X-4], for which you were responsible, or the [Sub-Area ] [Y-1]. This prohibition includes real estate development or redevelopment proposals or projects located in [Sub-Areas ] [X-1], [X-2], [X-3 ], the parts of [Sub-Area ] [X-4] for which you were responsible and [Sub-Area ] [Y-1], if that development or those proposals or projects involve the City or any of its agencies, including, but not limited to, the [Commission A ], the [Board A ] and the [Commission B ]. (See Case No. 99044.A, p. 5)

**Subsection (b): Permanent prohibition.** The second clause of Section 2-156-100 (b) permanently prohibits you from assisting or representing any person other than the City, including [the Law Firm ], or its clients with respect to any City contract if you exercised “contract management authority” over that contract during your City employment.

You have not indicated to Board staff any particular project that you have worked on or on which you expect to work for [the Law Firm ] or its clients. Further, in two appendices to your [ ] letter, you listed 37 “transactions” (as you called them) over which you judged you exercised



contract management authority (33 of which are in either the [Sub-Areas ] [X-1], [X-2], [X-3 ], the parts of the [Sub-Area ] [X-4], for which you were responsible, or [Sub-Area ] [Y-1]). You stated that you have not and do not intend to work on any of these “transactions” for [the Law Firm ], its clients, or any other person (other than the City). Because you have not indicated any particular project on which you expect to work for [the Law Firm ] and because you told Board staff that you do not intend to work on any of the 37 transactions in your appendices, the Board has not attempted to apply the permanent prohibition of Section 2-156-100(b) to your situation. The Board notes that your list of 37 “transactions” may not be an exhaustive list of the contracts over which you exercised contract management authority while a City employee. Thus, we advise you to contact the Board for specific advice if, on or after [ ], i.e., the end of the one-year prohibition, you intend, or are asked, to assist or represent any person other than the City, including [the Law Firm ], or its clients, with respect to any particular contract with which you were involved while a City employee, or any contract that arises from a particular project with which you were involved while a City employee, including but not limited to the 37 you have mentioned specifically.

With regard to both the permanent and one-year prohibitions, the Board notes that your employer, [the Law Firm ], is not prohibited from assisting and representing persons whom you are personally prohibited from assisting or representing, so long as you do not assist the firm or its personnel and clients in those matters. (See Case Nos. 94001.A, 91041.A and 89091.A.)

Confidential Information. We also bring to your attention Ordinance Section 2-156-070, entitled “Use or Disclosure of Confidential Information,” which 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.

**DETERMINATION:** Based on the facts presented, the Board determines that:

1) while a [Coordinator ] for the [Sub-Areas ] [X-1], [X-2], [X-3 ], parts of [Sub-Area ] [X-4], and [Sub-Area ] [Y-1], you participated personally and substantially in eminent domain proceedings involving the City. Under Section 2-156-100(a) of the Ordinance, therefore, you are permanently prohibited from assisting or representing any person other than the City, including [the Law Firm ] or its clients, on any of those proceedings, including follow-up hearings or actions, for which you prepared reports, made personal appearances before the [A], answered or signed interrogatories, or otherwise assisted the [Department 2 ]’s efforts in litigation; and

2) under Section 2-156-100(b) of the Ordinance, you are permanently prohibited from assisting or representing any person other than the City, including [the Law Firm ] or its clients, as to any contract with respect to which you exercised contract management authority while a City employee. The Board has not made, nor did you ask it to make, any determinations as to whether you exercised contract management authority over any specific contract during your City employment.

Thus, you are advised to contact the Board for specific advice if you intend, or are asked, to assist or represent any person other than the City, including [the Law Firm ] or its clients, with respect to any particular contract with which you were involved while a City employee, or any contract that arises from a particular project with which you were involved while a City employee, including but not limited to the 37 you have mentioned specifically; and

3) while a [Coordinator ] for the [Sub-Areas ] [X-1], [X-2], [X-3 ], parts of the [Sub-Area ] [X-4], and the [Sub-Area ] [Y-1], you participated personally and substantially in real estate development in these [Sub-Areas ]. Under Section 2-156-100(b) of the Ordinance, therefore, in addition to the permanent prohibitions we have summarized in 1) and 2) above, you are prohibited for one year after you left City employment, i.e., until [ ], from assisting or representing any person other than the City, including [the Law Firm ] or its clients, on real estate development transactions involving the City in the [Sub-Areas ] [X-1], [X-2], [X-3 ], the parts of [Sub-Area ] [X-4], for which you were responsible, and [Sub-Area ] [Y-1].

Our determinations are not necessarily dispositive of all issues relevant to this 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 stated are incorrect or incomplete - if, for example, you intend to or are asked to assist [the Law Firm ] on a contract that you were involved with while a [Coordinator ] in the City's [Department 1 ] - please notify the Board immediately, as any change may alter our determination. Other laws or rules also 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 indistinguishable in all its material aspects from the transaction or activity with respect to which the opinion is rendered.

[Signature ]

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Darryl L. DePriest  
Chair