

ADVISORY OPINION, Case No. 08030.A
CONFIDENTIAL

August 27, 2008

You are an [A] a member of the City's [V] Commission . You are also the Executive Principal of [A] [A] , and part owner of two related companies: [A1] [A1] , a general construction company founded in 2005, which serves as the dedicated construction arm of [A] [A] , and [A2] [A2] I, a carpentry/drywall construction company [A2] . You own 50% of [A] [A] , 40% of [A1] [A1] and 40% of [A2] [A2] I. You asked two questions: 1) can [A] [A] or [A1] [A1] bid on and receive a construction or related contract award in any project that has ([financing instrument]) funding approval from the [V] [V]?; and 2) if you resign from [V] [V] can [A] [A] or [A1] [A1] bid on and receive a construction or related contract award in any project that the [V] [V] has approved for [financing instrument] funding? The Board has analyzed your questions under the relevant provisions of the City's Governmental Ethics Ordinance and prior Board opinions.

As explained in this opinion, the Board has determined that: 1) if, at the time you own 40-50% of [A] [A] or [A1] [A1] (or any entity) and simultaneously serve as a member of [V] [V] , any of these entities were to receive a construction or design subcontract from a general contractor that is retained by a developer pursuant to and for the purpose of completing a [V]-approved redevelopment agreement and plan, you would have a prohibited financial interest in City business; and 2) were you to resign from the [V] [V], you *personally* would be prohibited, for one year after leaving the [V] [V], from assisting any person, including [A1] [A1], [A2] [A2] or any of its clients, in any transaction involving the City or its agencies, if that transaction involves a site or parcel of real estate on which the [V] [V] considered any development proposal, project or application while you served on it. The Board advises you that this second prohibition would be personal to you: your firms, employees and partners *may* bid on contracts or subcontracts or assist and represent persons or clients in any transactions or proceedings with respect to which you would be personally subject to a post-employment restriction under the Ordinance, provided that you do not assist or represent [A] [A] , [A1] [A1] or any of their agents, employees or clients in any way on those matters.

FACTS. The Board discussed the [V] [V] extensively in Case No. 02011.A. It is established by Ordinance as a [A] City body that meets monthly to review redevelopment projects in designated redevelopment areas and [financing instrument] districts. Its members serve without compensation, and its meetings are held in City Council chambers and are open to the public. Its powers and duties include designating redevelopment areas and [financing instrument] districts and approving redevelopment plans, though its designations and approvals are advisory and subject to City Council approval. The [V] [V] also has the legal authority to

recommend to the City Council that the City acquire real property, clear acquired areas, renovate, rehabilitate, or relocate acquired buildings, resell, mortgage, lease or otherwise transfer or convey interests in real property, enter into cooperative agreements, make loans and grants, borrow

money, issue bonds, adopt taxes, and exercise eminent domain.

According to [Mr. Smith] , an Assistant Commissioner in the Department of [G] whom you authorized Board staff to contact, the [V] reviews about 45 development projects ([financing instrument] assistance and/or land sales) and about 100 agenda items every year. Most are requests to designate [financing instrument] districts or redevelopment areas, or to authorize City funds to subsidize redevelopment projects of private developers. Developers and other interested parties may attend [V] meetings (general contractors typically do attend), but matters are presented in detail by [V] or Department of [J] employees who make staff recommendations to [V] members. As part of its statutory authority to designate redevelopment areas (this is a defined term in the Municipal Code [v] shall conduct any necessary investigations, studies or surveys to determine the eligibility of the areas, and may conduct public hearings as it deems necessary for this purpose. In the course of its investigations, the [v] or of its any members, employees or agents may administer oaths, take affidavits and issue subpoenas.

Both you and Mr. [Smith] said that [v] approves the broad outlines of (re)development projects in the City—its decision-making role is to ensure that proposals conform to the goals and objectives of the particular area's approved redevelopment plan. [V] does not negotiate contracts or review the terms of redevelopment agreements. Rather, [J] (which staffs [V] and [G] staff negotiate redevelopment agreements and associated City-provided financing contracts; [V] issues resolutions that money or land be conveyed to particular developers pursuant to those agreements. [V] is authorized to approve City financing, including [financing instrument] funds, for these projects, and to issue bonds to defray "redevelopment project costs," which include *all* costs of the project, including those not specifically considered or approved by the [V], such as general contractor M retaining roofing subcontractor R or concrete contractor C. [V] has not issued bonds. According to the [S] Department, in fact, [financing instrument] funds cannot be designated for payment to subcontractors. But there would be no payments, public or otherwise, including developer to contractor to subcontractor, in any redevelopment area project, whether it involves [financing instrument] financing or only other forms of financing, unless [V] and then the City Council approve the redevelopment plan, including the authority for the developer to retain a general contractor. After [V] approves a redevelopment area and plan and designates a specific developer, the City Council adopts an ordinance specifically authorizing that developer to retain, by competitive bid, a general contractor and subcontractors. However, these ordinances do not typically identify the general contractor, and very rarely identify any subcontractors, as they may well not be retained until after these ordinances are adopted.

Redevelopment agreements specify what is to be built, but the City is not a party to individual construction contracts between developers or owners and general and subcontractors. You said that you are not aware of circumstances in which the City retains rights to approve the terms of these contracts. Mr. [Smith] said that [G] monitors these projects to ensure that they conform to the redevelopment agreements, and [J] monitors Minority and Woman-owned Business Enterprise (M/WBE) expenditures and our other requirements, such as City residency and prevailing wage (for [financing instrument] deals), but neither department gets involved in how the work is carried out. Sometimes, [he] said, [G] must approve the work (especially for landmark properties) or changes to the scope. Neither [V] nor [J] nor [G] choose or recommend contractors, subcontractors, or any other members of development teams. Subcontractors must be selected from a City-approved

list of M/WBE's. You both confirmed that contractors are paid by the property owners or developers, not by the City. On construction proposals, [G] or [J] staff provide proof to [V] that the developer has duly served written notice of the project to seven recognized "assist agencies," which are associations of M/WBE contractors. These notices inform the assist agencies of the project and provide contact information for the developer or general contractor. At [V] meetings, some commissioners ask developers about the level of M/WBE participation, often with the point that the developers should work harder at including M/WBE firms in all aspects of the project. According to Mr. [Smith], at the time a matter is presented to [V], the general contractors are identified if known, which is typical; consultants, architects, lenders and attorneys are always known; subcontractors, however, are rarely identified. Developers and general contractors are required to file an Economic Disclosure Statement (EDS) with the City, and are required to identify all retained parties, including the names of subcontractors, if known at the time of filing. [He] said that the time lag between a [V] approval and the finalization of all development-related contracts and subcontracts varies widely. Often, [V]-approved deals are so complex that the closing of the redevelopment agreement occurs months later.

LAW AND ANALYSIS. As a member of [V], you are, for purposes of the Governmental Ethics Ordinance, an "appointed official" of the City. See Case No. 02011.A. You have asked two distinct questions. The first assumes that you are still a [V] member. Its resolution depends on the application of one Ordinance section. The second assumes that you have resigned from [V]. Its resolution also depends on the application of one Ordinance section. We address each in turn.

I. While You are a [V] Member

Your first question is whether a company of which you are at least a 40% owner (you own 50% of the other company relevant to your question) could bid on and receive a contract on a project that was approved for [financing instrument] funding by [V] while you are, and were at the time of the approval, a member of that commission. The short answer under the Governmental Ethics Ordinance is: no, as long as you are an owner of that firm, and serve as a member of [V]. The relevant section of the Ordinance is § 2-156-110, "Interest in City Business."

Interest in City Business. Your question presents an immediate issue: whether, by virtue of having a 40- or 50% ownership interest in a "person" that would bid on and be awarded a contract or subcontract related to construction of a building that is part of a [V]-approved redevelopment agreement or [financing instrument]-funded or redevelopment area, you would have a prohibited financial interest in a City contract, work, or business. Section 2-156-110 of the Ordinance states in relevant part:

... no ... employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance ... no appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's City duties and responsibilities ..."

"Financial interest," defined in §2-156-010(l), means, in relevant part, any interest "(i) ... as a result

of which the owner currently receives or is entitled to receive in the future more than \$2,500.00 per year; [or] (ii) ... with a cost or present value of \$5,000.00 or more.” There are two discrete subquestions: 1) would the contract or sub-contract awarded to [A] or [A1] be a “contract, work or business of the City,” whose price or consideration “is paid with funds belonging to or administered by the City, or is authorized by Ordinance”; and 2) would that contract or sub-contract be “wholly unrelated” to your duties and responsibilities as a [V] member and appointed City official? If the answer to both is yes, then you would have a prohibited financial interest in City business. That would effectively preclude [A] or [A1] (in which you have significant ownership interests) from receiving these contracts or subcontracts while you own your share of them and serve on the [V].

a. Work or Business of the City Paid With Funds Administered by the City or Authorized by Ordinance. Are these contract or subcontract awards “work or business of the City,” paid with “funds belonging to or administered by the City, or authorized by Ordinance?” The [V] and the redevelopment projects it approves—which come to comprise a myriad of contracts and agreements between the City and private entities, and between private entities and other private entities—are all creations of ordinance and authorized by the [V] and City Council under chapter 2-124 of the Municipal Code. Even though the [V] does not specifically approve a subcontract involving a carpentry firm that contracts with a general contractor that is identified by the designated developer in a [V]-approved redevelopment plan, that carpentry firm is, in the Board’s judgment, paid “with funds authorized by Ordinance,” in a project authorized by ordinance. The [V] approves about 45 of these projects each year. Its authorization is carried out in accordance with its statutory mandate, and then the redevelopment plan, if approved by City Council, is adopted by City Council Ordinance. But for these approvals and ordinances, there would be no redevelopment plan, no redevelopment agreement, no [financing instrument] funding authorized for the project, and no retention of or payments made to any general or subcontractors, no reason for [J] to monitor the M/WBE participation of subcontractors, and no reason for [G] to monitor the projects to ensure that they conform to the redevelopment plans. For these reasons, we conclude that the redevelopment agreements and [financing instrument] funding arrangements approved by the [V], and all general and subcontracts issued to complete the projects contemplated by those agreements, constitute work or business of the City paid with funds belonging to or administered by the City, or authorized by Ordinance.

b. Wholly Unrelated. The Board can more easily answer the second question: these contracts are not “wholly unrelated” to the [V]’s work. The [V] approves the redevelopment projects and the [G]’s or [J]’s recommendation as to who it should designate as the project’s developer, and, although it does vote on or approve the designated contractor, the contractor’s ability to complete the project as approved is clearly a concern both of the [V] and of the two City departments who monitor the projects. Thus, we conclude that these general and subcontracts are not “wholly unrelated” to the work of the [V]. See Case No. 04015.CNS (appointed official who owned company that consulted on guidelines that would apply to projects that would come before his commission would have a prohibited financial interest because the consulting contract was not wholly unrelated to the official’s commission’s work).

c. Financial Interest in City Business. The Board has already concluded that these potential subcontracts would not be wholly unrelated to the work of the [V], of which you are a member. Therefore, the import of the analysis in the previous paragraphs is that, if either [A] or [A1] were to receive a subcontract in a development project approved by the [V], you would have, by virtue of

your ownership interest in the subcontractor, a prohibited financial interest in City work or business. This is in part because of the way the Board has interpreted §2-156-110 of the Ordinance: if a company or firm is owned completely or in part by a City employee or official, the value of the employee's or official's interest in the firm's City contract or City business is calculated as the amount of the company or firm's contract, work or business with the City, multiplied by the employee's percentage of ownership interest in that company or firm. Case nos. 04049.A, 97019.A; 90077.A. If the interest the City employee or official has in the City contract yields, or entitles the employee or official to receive, income of more than \$2,500 per year, or has a cost or present value of \$5,000 or more, then the employee has a prohibited financial interest in City business. The applicable subdefinition in this case is (i), which, the Board recognized in Case No. 97010.A, governs a situation where a City employee or official receives or is entitled to receive money as a result of his or her interest. Thus, if the amount of money you were to receive or be entitled to receive from your interest in a City contract or in City business by virtue of your ownership interest in [A] or [A1] were more than \$2,500 per year, you would have a prohibited financial interest in City business. This would, in effect, preclude either firm from receiving such subcontracts while you maintain your ownership interest in them and also serve as a [V] member.¹ The Board also emphasizes it has based its conclusions on its analysis of the legal structure and practice regarding redevelopment plans, agreements and associated [financing instrument] financing arrangements approved by the [V] as described in this opinion. The Board does not intend that its analysis or conclusions necessarily apply to all or other subcontracting circumstances within the City. (Cf. Case No. 97019.A, in which the Board determined that a City employee who owned 100% of a M/WBE that provided security services would have a prohibited financial interest in City business if that company was listed on the prime contractor's bid documents and the amount of the subcontract would have yielded her more than \$2,500 per year or had a present value of \$5,000 or more.)

II. Were You to Resign from the [V]

You have also asked whether, were you to resign from the [V], either [A] or [A1] could receive a contract on a project that was approved by the [V]. This question arises under § 2-156-100, "Post-Employment Restrictions."

1. Post-Employment. Section 2-156-100 states, relevant part:

(a) No former official ... 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 ... was counsel of record or participated personally and substantially in the proceeding during his term of office ...

(b) No former official ... shall, for a period of one year after the termination of the official's ... term of office ... assist or represent any person in any business transaction involving the City or any of its agencies, if the official ...

1. The Board notes that its conclusion under §2-156-110 of the Ordinance would be different were you not an owner of either firm. Because the Board's conclusion under this section effectively answers your first question, this opinion need not address the other sections of the Ordinance that apply to persons who serve as City Board or Commission members but whose employers—assuming they have no ownership interest in their employers—were to bid on and receive City contracts in these circumstances. Those other sections would be the closely related "Conflicts of Interest" and "Improper Influence" provisions, §§ 2-156-030(a) and -080(a) respectively, and § 2-156-050, "Money for Advice or Assistance." See Case No. 02011.A for an extensive discussion of these provisions.

participated personally and substantially in the subject matter of the transaction during his term of office ... provided, that if the official ... exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

There are three distinctive restrictions to which you *personally* could be subject were you to resign your [V] membership. Based on prior cases, the Board advises you that your firms, employees and partners *may* assist and represent persons or clients in any transactions or proceedings with respect to which you are personally subject to a post-employment restriction under the Ordinance, provided that you do not assist or represent [A], [A1] or any other persons or any of their agents, employees or clients in any way on those matters. See Cases 93048.A, 94001.A, 04058.A.

A. §100(a): Permanent Prohibition. First, § 100(a) would permanently prohibit you, as a former City official, from assisting or representing any person other than the City (including [A1] or its clients) in any proceeding involving the City or any of its agencies, including the [V], if you participated personally and substantially in that proceeding while in office. The Board interpreted this provision in Case No. 94001.A, a case involving a former member of a commission that, like the [V], considered applications for real estate developments. There we found that that commission's consideration of development proposals, projects and applications clearly qualified as "administrative proceedings involving the City," as did any follow-up hearings or actions on these proposals, projects and applications conducted by other City agencies. We also found that this former commissioner participated personally and substantially in all proceedings on development proposals, projects and applications conducted by that commission during his tenure on it. *Id.* at p. 4. Thus, we determined that he was permanently prohibited from rendering services to a client on any development proposal, project, or application which was the subject of proceedings before or was considered by his commission while he served on it, if that proposal, project or application would entail proceedings conducted by or involving any City agency, or he knows or should reasonably expect that it would need to be submitted for further proceedings. Applying this rationale to your case, we conclude that you would be permanently prohibited from assisting [A], [A1] or any of their clients, or any other person, with respect to any project or development that was considered by the [V] or was the subject of proceedings before it, in hearings or proceedings before any other City agency, including but not limited to the City Council or any of its committees, or with respect to any such project that you know or should reasonably expect will would need to be submitted for further proceedings to a City agency. We note that this prohibition would not be expected to apply specifically to general construction or design/architectural contracts that developers would enter into pursuant to a redevelopment agreement approved by the [V], given that those contracts are not typically subject to further proceedings before the [V] or any other City agency, such as the City Council. Rather, such contracts would be subject to the post-employment restrictions of § 100(b), which covers business transactions involving the City and City contracts. It is that to which we now turn.

B. §100(b): One year Prohibition. Second, §100(b) has both a one year and a permanent prohibition. The first would prohibit you, as a former City official, for one year after leaving the [V], from assisting or representing any person, including [A1] or its clients, in a business transaction involving the City if, while with the [V], you participated personally and substantially in the subject matter of that transaction.

i. Business Transaction Involving the City. We have determined that the phrase “business transaction[s] involving the City” encompasses conduct that is directed toward City action, even if the City itself is not a party to the actual transaction. See Case 92035.A. The question you raise involves your companies’ participation not in specific redevelopment agreements between the City and the developers or owners—those contracts are negotiated by [G] or [J] employees, drafted by the City’s Law Department, approved by the [V], and monitored by both [G] and [J] staff and clearly constitute business transactions involving the City—but in contracts in which these developers or owners engage general and sub-contractors and architects, etc. to build the [V]-approved projects. That is, your question is whether your company can be a party to construction contracts or subcontracts that are entered pursuant to these [V]-approved redevelopment agreements, but which are not themselves negotiated, approved by or signed by the City or any agency. The issue for the Board here is whether these are “business transactions involving the City.”

In the Board’s judgment, they are. We have already concluded that these subcontracts are not wholly unrelated to the work of the [V], and that they involve funding that is authorized by Ordinance, but the factors that are dispositive in warranting our conclusion that they constitute “business transactions involving the City” are that these contracts and subcontracts would not be entered or even contemplated but for the action of the City, specifically the [J], [G], [V] and City Council in putting together, presenting, approving, and monitoring the performance of the parties to these projects. They can be negotiated and performed only because of City action, and, in fact, rely on City-sponsored financing or financing mechanisms. In Case Nos. 03022.A and 92035.A, both concerning former employees’ possible participation in real estate projects in which the City was not directly a party, we stressed, in concluding that the projects were “business transactions involving the City,” that the City’s involvement with the projects was substantial, including infrastructure management, granting zoning and building permits, and assistance with financing. The former case concerned development of CHA buildings, the latter of a landmark building. In both cases, the City was not itself a party to the construction contracts. See also Case No. 04006.A (proposed and ongoing real estate development projects in two City areas would proceed with, and would not proceed without, substantial City involvement or City action, including [financing instrument]-based financial assistance, redevelopment agreements, assistance with respect to permit expedition, building location, zoning approval etc., and thus were business transactions involving the City). Thus, we conclude that these contracts and sub-contracts are transactions involving the City, and you would be prohibited, for one year after leaving the [V], from assisting or representing [A], [A1] or any of their clients with respect to these contracts or sub-contracts if you were personally and substantially involved in their subject matter while at the [V].

ii. Personal and Substantial Participation in the Subject Matter. But were you? The Board again looks to Case No. 94001.A, a post-employment case involving an appointed official who resigned from a City commission that considered real estate developments. In this earlier case, we considered that that commission, as does the [V], gathered and considered testimony and reviewed reports with respect to particular areas and parcels or sites of land, heard and considered staff recommendations, analyzed redevelopment plans for specific sites and areas in the City, and then made determinations and recommendations to the City Council as to whether particular developments conformed to pre-established legal guidelines. We concluded that the subject matter in that case was each site or parcel of real estate to be developed pursuant to each proposal, project or application submitted to that commission for its consideration. Accordingly, we determined that the former commission member was prohibited, for one year after he left the

commission, from assisting or representing his firm or its clients in any transaction involving the City or its agencies, if that transaction involves a site or parcel of real estate on which the commission considered any development proposal, project or application while he served on it. This precedent is relevant here, given the marked similarities between the manner in which items involving complex real estate developments are presented and considered by both commissions. Thus, we conclude, applying the rationale of Case No. 94001.A, that you would be prohibited, for one year after leaving the [V], from assisting any person, including [A], [A1] or any of their clients, in any transaction involving the City or its agencies, if that transaction involves a site or parcel of real estate on which the [V] considered any development proposal, project or application while you served on it.

Again, the Board emphasizes that this prohibition would be personal to you: your firms, employees and partners *may* assist and represent persons or clients in any transactions or proceedings with respect to which you would be personally subject to a post-employment restriction under the Ordinance, provided that you do not assist or represent [A], [A1] or any of their agents, employees or clients in any way on those matters.

C. §100(b): Permanent Prohibition. The other prohibition of § 2-156-100(b) is a permanent restriction. It prohibits a former official from assisting or representing any person in any contract involving the City if the official exercised “contract management authority” with respect to that contract. The facts as presented in this opinion do not warrant application of this provision.

2. Confidential Information. Section 2-156-070, “Use or Disclosure of Confidential Information,” would prohibit you, as a former City official, from using or revealing confidential information acquired through your City service. Confidential information, for purposes of this section, means information that may not be obtained under the Illinois Freedom of Information Act, as amended.

DETERMINATIONS. Based on the facts presented in this opinion, the Board determines that: 1) if, at the time you own 40-50% of [A] or [A1] (or any other entity) and simultaneously serve as a member of the [V], any of these entities were to receive a construction or design subcontract from a general contractor that is retained by a developer pursuant to and for the purpose of completing a [V]-approved redevelopment agreement and plan, you would have a prohibited financial interest in City business; and 2) were you to resign from the [V], you *personally* would be prohibited, for one year after leaving the [V], from assisting any person, including [A], [A1] or any of its clients, in any transaction involving the City or its agencies, if that transaction involves a site or parcel of real estate on which the [V] considered any development proposal, project or application while you served on it. The Board advises you that this second prohibition would be personal to you: your firms, employees and partners *may* bid on contracts or subcontracts or assist and represent persons or clients in any transactions or proceedings with respect to which you would be personally subject to a post-employment restriction under the Ordinance, provided that you do not assist or represent [A], [A1] or any of their agents, employees or clients in any way on those matters.

The Board’s determinations do not necessarily dispose 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, please notify the Board immediately, as any change may alter our opinion. Other laws or rules may also apply to this situation.

RELIANCE. This opinion may be relied upon only by persons involved in the specific transaction

Case No. 08030.A
August 27, 2008
Page 9

or activity with respect to which this opinion is rendered.

Miguel Ruiz, Chair

OUTTAKES

They state, in relevant part:

§2-156-030(a): No official ... shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows or has reason to know that he has any economic interest distinguishable from its effect on the public generally. . .

§2-156-080(a): No official ... shall make or participate in the making of any government decision with respect to any matter in which he has any economic interest distinguishable from that of the general public . . .

An “economic interest” is defined in §2-156-010(i) as “any interest valued or capable of valuation in monetary terms.” These sections prohibit you, as a City official, from making, participating in or in any way attempting to use your City position to influence a City governmental decision or action in a matter in which you have an economic interest distinguishable from that of the general public. You have an economic interest in [A], [A1] and [A2] by virtue of your ownership interest in and the salary or other compensation you draw from them. You are thus prohibited by these sections, for as long as you serve as a [V] member, from voting on, influencing, making or participating in any City decision or action that would benefit your economic interest in these entities. See Case Nos. 02011.A, 98062.A, 91059.A. As we recognized in Case No. 02011.A, this prohibition includes any project or transaction in which any of these entities in which you have an economic interest “has provided or *will* provide services, including any type of [service] provided to the developer ... for the [specific] development” [emphasis added]. These provisions, taken together, would effectively preclude you from voting on or considering any proposal in which [A], [A1] or any other person in which you have an economic interest, will be providing services as either a prime or subcontractor. See also Case No. 05031.CNS (appointed official must recuse himself from matters pending before his commission in which his employer would be affected separately and distinctly from other businesses located in the area.).

3. Money for Advice. Finally, your question raises an issue, which provides, in relevant part:

No official ... shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the City; provided, however, that nothing in this section shall prevent an official ... from accepting compensation for services wholly unrelated to the official’s or employee’s City duties and responsibilities and rendered as part of his or her non-City employment, occupation or profession.

As we recognized in Case No. 02011.A, this would, effectively, prohibit you, as a City official, from receiving any compensation or salary from [A], [A1] or their clients for advising or assisting [A1]’s (and thus your) employees and partners with respect to matters that are not wholly unrelated to the work done by the [V]. The construction contracts that are entered pursuant to redevelopment

agreements presented to and approved by the [V] are, in the Board's judgment, not wholly unrelated to these redevelopment agreements, and thus not wholly unrelated to the work of the [V]. Thus, we conclude, this section prohibits you, as long as you serve as a [V] member, from receiving anything of value, such as, e.g., salary, compensation, or an increase in equity for providing "behind the scenes" advice or assistance to your employees and partners at [A], [A1] or any other person with respect to any contract or work that arises out of a redevelopment agreement or [financing instrument]-related proposal that has been, or in your judgment will be, submitted to the [V]. See Case No. 04018.CNS (appointed official prohibited from accepting compensation for advising client on responding to Request for Proposal on a project that would be ultimately need to be approved by commission on which he served.)