

**CITY OF BIRMINGHAM  
BOARD OF ETHICS AGENDA  
JUNE 19, 2019 4:00 PM**

**151 MARTIN ST., BIRMINGHAM MI 48009  
CITY COMMISSION ROOM (#205)**

**I. CALL TO ORDER**

Chairperson James Robb

**II. ROLL CALL**

J. Cherilynn Mynsberge, City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of minutes of June 12, 2019

**IV. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

- A. Consideration of Decision Drafts:
1. 2019-03 Complaint: City Manager Joe Valentine, submitted by Clinton Baller
  2. 2019-04 Complaint: Mayor Patricia Bordman, submitted by Clinton Baller

**VII. PUBLIC COMMENT**

**VIII. ADJOURN**

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

*Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*

I, J. Cherilynn Mynsberge, the duly appointed City Clerk for the City of Birmingham, certify this meeting notice was posted at all four entrances into the Municipal Building, and to [www.bhamgov.org](http://www.bhamgov.org) on June 17, 2019.

J. Cherilynn Mynsberge

**CITY OF BIRMINGHAM  
BOARD OF ETHICS  
ADVISORY OPINION REQUEST 2019-03**

**DECISION**

June 19, 2019

**I. FINDINGS OF FACT**

This case came before the Birmingham Board of Ethics at a hearing held on June 12, 2019. Among others present were Clinton Baller, the complainant, and Joseph Valentine, the respondent, who appeared in person and through his counsel, Michael Sullivan. The facts relevant to disposition of this matter are not in dispute.

Clinton Baller is a resident of the city of Birmingham. Joseph Valentine is the Birmingham City Manager. The complaint surrounds the preparation, letting, and award of a contract to develop a city-owned parcel located in the vicinity of Old Woodward and Bates Street in the heart of Birmingham. The project combines public aspects, particularly a substantial parking structure to replace an outmoded one, with private aspects that include commercial and residential uses. The total cost of the project is estimated to be \$127 million, approximately \$57.4 million of which represents the cost of the parking structure to be built as the first stage of the project. The rest of the project will be developed and constructed in successive stages.

To attract qualified developers, the city prepared and in March 2017 released a request for qualifications (“RFQ”) by which it invited developers to submit their qualifications for submitting a proposal for the site. Following the RFQ, the city selected four entities to submit proposals for the site. It developed and in September 2017 issued a request for proposals (“RFP”). Three of the four entities submitted proposed development plans, one of which later dropped out of consideration. TIR Equities and Woodward Bates Partners were the remaining applicants. Their proposals were submitted to the Birmingham Ad Hoc Parking Development Committee.

The ad hoc parking committee reviewed the submissions and interviewed representatives of TIR Equities and Woodward Bates Partners. After considering the matter, the committee in May 2018 rejected the proposal from TIR Equities, voted to recommend the proposal from Woodward Bates Partners, and referred its recommendation to the Birmingham City Commission for further consideration.

In June 2018, the city commission adopted the recommendation of the ad hoc parking committee. The city then engaged an outside development consultant to help negotiate and finalize the Woodward Bates Partners proposal.

On January 28, 2019, seven months after the city commission rejected its proposal, the rejected bidder, TIR Equities, together with its individual owner filed a complaint in the United States District Court for the Eastern District of Michigan. *Darakjian v. City of Birmingham*, No. 2:19-cv-10277 (E.D. Mich.) (ECF Docket # 1, January 28, 2019). Despite the seven-month period between the city’s action and

commencement of the litigation, plaintiffs alleged “the imminent likelihood of irreparable and permanent harm” and sought injunctive relief, a declaration of rights, and damages. *Id.* ¶¶ 10-12. The named defendants in the lawsuit are Woodward Bates Partners; the City of Birmingham; Birmingham City Commissioner and Birmingham Ad Hoc Parking Development Committee member Mark Nickita ; and the Birmingham City Manager, Joseph Valentine, who is the Respondent in the instant matter before the Board of Ethics. Plaintiffs have sued Mr. Valentine in both his official and individual capacities. *Id.* ¶¶ 15-17. The case is at issue, and the defendants have filed motions for judgment on the pleadings. The motion has been briefed by all parties. The Board of Ethics is advised that the federal district court has not set a hearing date for oral argument on the motions.

Among the rationales expressed in their complaint, plaintiffs allege that “[b]y closely involving key members of the selected bidder’s ownership and team in the City’s own private development of the Project itself, of the RFQ, and of the RFP, Defendants ran afoul of [sections 2-324(a)(1) and (8) of the city’s code of ethics].” *Id.* ¶ 32. Plaintiffs allege that the violation of those provisions amounts to a deprivation of their constitutional due process rights under the federal civil rights statute applicable to decisions of state and local governments, 42 U.S.C. § 1983. *Id.* ¶¶ 73, 77. (Plaintiffs’ complaint mistakenly cites variously to “48 U.S.C. § 1983” and “28 U.S.C. § 1983.”)

In response to the city’s and Mr. Valentine’s motion for judgment on the pleadings, plaintiffs took the position that the city and Mr. Valentine permitted a conflict of interest to occur, a conflict which plaintiffs assert “[a]t the very minimum . . . should have been openly disclosed, publicly debated, and transparently addressed by the City.” *See* Plaintiffs’ Response in Opposition to the City Defendants’ Motion for Judgment on the Pleadings, *Darakjian v. City of Birmingham, supra* (ECF docket # 19, April 12, 2019), at 2. In their subsequent reply brief to the court, the city and Mr. Valentine argued that because the ethics ordinance allows an aggrieved person to request an advisory opinion on a claimed ethics violation, plaintiffs should have requested that advisory opinion from the Board of Ethics before the city awarded the development agreement contract to Woodward Bates Partners. *See* Government Defendants’ Reply Brief, *Darakjian v. City of Birmingham, supra* (ECF docket # 21, April 29, 2019), at 7.

On May 10, 2019, less than two weeks after the reply brief of the city and Mr. Valentine was filed in federal court, and relying on the same subsections of the city’s code of ethics as advanced in the litigation, Mr. Baller filed with the Birmingham City Clerk ethics Complaint No. 2019-01 against Mr. Valentine and, collectively, the city’s ad hoc parking development committee and the city commission. Acting under Rules of Procedure 301 and 302, the city clerk on May 15, 2019 administratively dismissed Complaint No. 2019-01 as to the city commission and the ad hoc parking development committee, determining correctly that the ethics ordinance applies to “city officials and employees” but not to the city commission or any city committee or advisory board as a body. *See* J. Cherilynn Mynsberge Letter to Clinton Baller (May 15, 2019). The next day, Mr. Baller acknowledged the dismissal (*see* Clinton Baller e-mail to Cherilynn Mynsberge (May 16, 2019, 8:45 a.m.)), and he promptly filed a replacement complaint against Mr. Valentine solely, docketed as the instant Complaint No. 2019-03.

As does the federal court litigation in part, Mr. Baller’s complaint to the Board of Ethics now focuses on Mr. Valentine’s role in the development and approval of the RFP.

Specifically, Mr. Baller alleges that Mr. Valentine “approved issuance of the RFP” for the project “that was written with the substantial assistance of architect Victor Saroki and his firm, and then allowed a development group that includes Mr. Saroki and his firm to respond to the RFP.” Complaint, ¶ 2. Although Mr. Baller’s complaint does not specifically allege that Mr. Saroki has any role with the successful bidder, Woodward Bates Partners, the federal court complaint does. (*See Darakjian* complaint, *supra*, ¶ 30). For purposes of this decision, we thus assume without deciding that Mr. Saroki had a role, though we do not opine on the extent of that role.

Mr. Baller asserts generally that Mr. Valentine’s approval of the RFP violated section 2-321 of the ethics ordinance. That section provides in relevant part:

City officials and employees are bound to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach.

City of Birmingham Code of Ethics, § 2-321. Furthermore, “All city officials and employees shall safeguard public confidence by being honest, fair, and respectful of all persons and property with whom they have contact, by maintaining non-partisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials.” *Id.*

Specifically, Mr. Baller also contends that Mr. Valentine’s approval of the RFP violated two parts of section 2-324(a), which provide as follows.

(1) No official or employee of the city shall divulge to any unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public.

....

(8) No official or employee of the city shall use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration, privilege, exemption, advantage, contract or preferential treatment for himself, herself, or others, beyond that which is available to every other citizen.

*Id.* § 2-324(a)(1), (8). These are the identical provisions of the code of ethics that plaintiffs in the federal court litigation allege as grounds for recovery of damages from, and equitable relief against, Mr. Valentine.

## II. QUESTION PRESENTED

Were we to decide this case on the merits, we might frame the question based upon the complaint as:

Did the Birmingham City Manager violate the city's code of ethics by approving the city's issuance of a request for proposals from developers to develop the Old Woodward and Bates Street project where a member of one of those developers played a role in drafting the request for proposals?

For other reasons, we frame the question as follows:

May the Board of Ethics dismiss a complaint under Rule 302(b) of the procedural rules when a court complaint has been filed against the respondent regarding the same subject matter?

### III. ANSWER AND ANALYSIS

Yes. The Board of Ethics may dismiss an ethics complaint that is the subject of another complaint, in this case being a civil complaint filed in United State District Court for the Eastern District of Michigan, regarding the same matter. The applicable rule of procedure provides as follows:

The board may administratively dismiss a complaint for either of the following reasons:

- (i) One or more complaints or requests for advisory opinions regarding the same matter are pending.
- (ii) The board previously addressed the subject matter.

Board of Ethics Procedural Rules, Rule 302(b).

The federal court complaint was the first one filed; the lawsuit began three and one-half months before Mr. Baller filed his complaint with the Board of Ethics. Mr. Baller knew the federal court case was pending because he properly disclosed its existence in his complaint. See Complaint 2019-03, ¶ 4.

Both complaints are against Mr. Valentine, though, of course, the federal court complaint names additional other defendants. Plaintiffs there have sued Mr. Valentine for damages in both his individual and official capacities. Among their theories of liability, plaintiffs specifically assert violations of the same provisions of the ethics ordinance as Mr. Baller asserts in his complaint. We hold that reasons of judicial economy, deference to the court, respect for the monetary and equitable claims pending against Mr. Valentine, timing of the respective complaints, and the need to avoid inconsistent adjudications weigh in favor of dismissal.

Mr. Baller contended at the hearing that Rule 302's reference to "[o]ne or more complaints" means solely complaints filed with the Board of Ethics. We do not read the rule so narrowly. The ethics complaint form issued by the Birmingham City Clerk requires a complainant to disclose other pending complaints by answering the following question:

4. Are you aware of any civil, criminal, or administrative action pending that involves the same parties as alleged in this complaint which involves substantially the same subject matter?

Complaint 2019-03, ¶ 4. We interpret the disclosure requirement of paragraph 4 as evidence that the word “complaint” in Rule 302 means something more than just another complaint pending before the Board of Ethics; to hold otherwise would render meaningless the language of paragraph 4, which calls for the disclosure of civil, criminal or administrative actions, all of which can be commenced with a “complaint.”

Mr. Baller pointed out correctly at the hearing that courts are commonly faced with the prospect of deciding similar cases that could have differing results; therefore, we should decide his case even though the federal case is pending. As an example, he mentioned the several abortion-related lawsuits now pending in various courts around the nation. The distinction here, however, is that Mr. Baller brings precisely the same claim against Mr. Valentine as the one brought against Mr. Valentine for damages in federal court. We could anticipate that, one way or the other, our decision on Mr. Baller’s complaint would be used in the federal court case as precedent or as evidence on the question of whether the ethics ordinance was violated. Under the circumstances, we decline to have our decision used that way. To do so would be bad public policy. Moreover, Rule 302(b)(i) answers the question for us. But even if it did not, we have the discretion to stay consideration of the complaint, as neither the ordinance nor the rules specify a time for decision in this type of matter.

Our decision is that we decline to decide the case at this time. We offer no opinion on its merits. Depending on the disposition of the federal court case, there may or may not remain a question for us to consider. Mr. Baller has the right to refile this case at the appropriate time. But that is left for another day.

Accordingly, the Board of Ethics dismisses Complaint 2019-03 without prejudice to Mr. Baller’s right to refile the case either after conclusion of the federal court case, whether that occurs by settlement of all claims, voluntary or involuntary dismissal, entry of judgment and expiration of any right to appeal following judgment, or upon referral directly from the United States District Court to the Board of Ethics for an advisory opinion.

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James D. Robb, Chairperson

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Sophie Fierro-Share, Member

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John J. Schrot, Jr., Member

**CITY OF BIRMINGHAM  
BOARD OF ETHICS  
ADVISORY OPINION REQUEST 2019-04**

**DECISION**

June 19, 2019

**I. STATEMENT OF FACTS**

This case came before the Birmingham Board of Ethics at a hearing held on June 12, 2019. Among others present were Clinton Baller, the complainant; Patty Boardman, the respondent, who appeared in person and through her counsel, Michael Sullivan; and Joseph Valentine, the Birmingham City Manager, who testified as a witness on certain issues.

Clinton Baller is a resident of the City of Birmingham. He brings this complaint against Patty Bordman, a Birmingham city commissioner who also serves as mayor by resolution of the Birmingham City Commission. As does the complaint in the related case Mr. Baller filed, No. 2019-03, this complaint surrounds generally the award of a contract to develop a city-owned parcel located in the vicinity of Old Woodward and Bates Street in the heart of Birmingham. The project combines public aspects, particularly a substantial parking structure to replace an outmoded one, with private aspects including commercial and residential uses.

The operative facts are not disputed. The city issued a request for qualifications and later a request for proposals from developers to develop the site. The Birmingham Ad Hoc Parking Development Committee reviewed the submitted proposals and recommended to the Birmingham City Commission that Woodward Bates Partners be engaged as the developer. The city commission adopted that recommendation and voted to authorize entry of a development contract with Woodward Bates Partners.

The parking structure, which is a major component of the public portion of the development and constitutes the first stage of the project, is to be financed by unlimited tax general obligation bonds issued by the city. *See* Birmingham N.O.W. Project (North Old Woodward Parking Structure and Bates Street Redevelopment) Frequently Asked Questions, at 4, accessed at [https://www.bhamgov.org/Frequently%20Asked%20Questions%20\(FAQs\)%20N.%20Old%20Woodward%20parking%20and%20site%20development%20060419.pdf](https://www.bhamgov.org/Frequently%20Asked%20Questions%20(FAQs)%20N.%20Old%20Woodward%20parking%20and%20site%20development%20060419.pdf).

The bonds are a method of finance by which the bondholders loan the money to the city. The loan is to be repaid by city resources that will include fees generated by the new parking structure. Because the bonds are an unlimited general obligation of the city, the city's residents must approve their issuance in an election. The projected amount of the loan to be financed by the bonds is approximately \$57.4 million. The total cost of this public-private development project is estimated to be about \$127 million.

The development agreement signed by the city and Woodward Bates Partners provides, among other things, that Woodward Bates Partners will pay the city \$20,000 to defray the cost of the special election to authorize the bonds. As a city commissioner, Mayor Bordman voted with the majority to approve the development agreement. As Mayor, she signed it. Her act of signing the agreement was ministerial—she would be required to sign it even if she had voted against the agreement.

Mr. Baller asserts that by voting for the agreement which includes the payment requirement and then signing the agreement, Mayor Boardman:

has created the appearance that the city has lost complete independence or impartiality of action, and has adversely affected the confidence of the public in the integrity of city government.

Complaint, ¶ 2.

In support of this assertion, Mr. Baller cites portions of section 2-321 of the city's ethics ordinance, which we quote in full:

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees must not exceed their authority or breach the law or ask others to do so. City officials and employees are bound to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach.

All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining nonpartisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

City of Birmingham Code of Ethics, § 2-321.

Mr. Baller also cites from section 2-323 of the ordinance, which we quote as follows:

It is the intention of section 2-324 below that city officials and employees avoid any action, whether or not specifically prohibited by section 2-324, which might result in, or create the appearance of:

....

(3) Losing complete independence or impartiality of action;

....

- (5) Affecting adversely the confidence of the public or the integrity of the city government.

*Id.* § 2-323(3), (5). Mr. Baller's complaint does not allege a violation of section 2-324.

In her sworn written answer to the complaint, Mayor Bordman averred that she has no personal interest in or relationship with Woodward Bates Partners or the entities of which it is comprised, that she had no role in negotiating the city's development agreement with it, and that she made her decisions pertaining to the agreement at meetings that are open to the public. Boardman Answer, ¶¶ 1-5, 7, 8. She stated that the city engaged outside counsel to negotiate the development agreement with Woodward Bates Partners, that the city attorney reviewed the agreement, and that neither counsel advised the city or her that the provision for the developer to defray the cost of the special election was improper or violated any provision of law, including the ethics ordinance. *Id.* ¶¶ 13-21.

Rather, Mayor Bordman stated her belief that the provision requiring Woodward Bates Partners to defray the cost of the special election is beneficial to the city because it reduces the public's expense incurred in holding a special election that is required before the bonds can be issued. *Id.* ¶ 19. Woodward Bates Partners is required to make the payment unconditionally; it is not entitled to a refund regardless of the election's outcome. *Id.*

Mayor Boardman further stated that she has no powers beyond those of the other six city commissioners, that she has no authority to sign the development agreement on behalf of the city without the affirmative vote of the city commission at an open meeting, but that she as mayor is required to sign the agreement as approved by the city commission even if she voted against its authorization. *Id.* ¶¶ 22-24. She averred that the city commission adopted the resolution authorizing the agreement at a duly called commission meeting. *Id.* ¶¶ 25-27. Finally, Mayor Bordman stated that no one on behalf of the city or affiliated with Woodward Bates Partners has tried to influence her decisions regarding the project; but rather, "[a]t all times [she has] considered and will continue to consider the best interests of the City of Birmingham as a whole with regard to all matters, including but not limited to the Project, and without regard to threats against [her], whether veiled or not." *Id.* ¶¶ 32-33.

## II. QUESTION PRESENTED

Did the mayor of the City of Birmingham violate the city's code of ethics by voting as a city commissioner to require Woodward Bates Partners, which is a private developer, to contribute funds to support a special election asking the city's voters to authorize the city to issue general obligation bonds that are necessary to finance the public portion of a public-private development project contracted between the city and the developer?

### III. ANSWER AND ANALYSIS

No. The mayor of Birmingham and members of the Birmingham City Commission did not violate the code of ethics under the facts as presented in the record. Consistent with law, the city has full discretion to negotiate whatever contractual terms it deems appropriate and in the best interests of the city. The city also has the discretion to schedule the authorizing election at the time best suited for the citizens' needs.

Nothing in the record supports a conclusion that the mayor's vote in favor of the city's development agreement with Woodward Bates Partners in any way violates the ethics ordinance. The agreement was negotiated by the city through outside counsel and reviewed by the city attorney. It was duly approved by the city commission at a public meeting. Mayor Boardman did not participate in negotiating the contract.

The ethics ordinance requires city officials to observe in their official acts the highest standards of morality and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and private affairs should be above reproach. City of Birmingham Code of Ethics, § 2-321. But nothing in the record suggests that Mayor Bordman's vote for, or execution of the, development agreement did anything other than meet this standard.

Similarly, city officials must safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining nonpartisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution. *Id.* Nothing in the record supports a conclusion other than that Mayor Bordman was honest, fair, and nonpartisan and avoided conduct that may tend to undermine respect for city officials and for the city.

Furthermore, city officials must avoid action that might result in, or create the appearance of, losing complete independence or impartiality of action or adversely affect the confidence of the public or the integrity of the city government. *Id.* § 2-323(3), (5). Nothing in the record suggests that Mayor Bordman appeared to have lost any, let alone "complete independence or impartiality of action" or that her conduct called into question the confidence of the public or the integrity of the city government.

Rather, through a technique of exacting benefits from developers that is common among units of government in land development projects, the city's taxpayers received a benefit in that Woodward Bates Partners, the project developer, agreed to pay to help defray the cost of the special election necessary for issuance of the bonds upon which the entire project rests. Indeed, as counsel for Mayor Bordman argued at the hearing, although Mr. Baller contends that the city should not allow a private developer to pay the cost of the election, other citizens who believe the reverse might have criticized Mayor Bordman had she voted for and signed a contract that did *not* require the developer to pay the cost of the election on what is the core part of the project from which the developer may ultimately profit.

Being the developer, Woodward Bates Partners understandably would hope that the ballot measure passes, for otherwise it might have no project to develop. But nothing in the record even hints that the election itself will be tainted or that the result will be unfairly influenced by the fact that developer is paying some of its cost. For instance, Birmingham City Manager Joseph Valentine affirmed that no portion of the \$20,000 will be used in an advertising campaign to support the election.

No doctrine of law per se bars the development agreement's requirement that the developer contribute toward the cost of the needed election. And development agreements between governmental entities and private developers, as well as governmental land use permits, have commonly contained terms that exact benefits from the developer in favor of the government as a condition of approval for a property development project. Often these are infrastructure improvements or restrictions on land use such as the requirement of a conservation easement, and even the payment of money. The government's power to exact these conditions is of course limited, because excessive conditions can amount to a violation of the Takings Clause of the Fifth Amendment to the U.S. Constitution. But it is well-accepted law that a unit of government may condition the approval of a land-use permit or a development agreement on the owner's relinquishment of a portion of his property, or the payment of money, so long as there is a nexus and rough proportionality between the government's demand and the effects of the proposed land use. *Koontz v. St. Johns River Water Management District*, 570 U.S. 595, 605, 133 S.Ct. 2586 (2013); *Dolan v. City of Tigard*, 512 U.S. 374, 114 S.Ct. 2309 (1994); *Nollan v. California Coastal Commission*, 483 U.S. 825, 107 S.Ct. 3141 (1987).

The facts as contained in the record demonstrate a logical nexus between the contractual requirement that Woodward Bates Partners pay to defray the cost of the election and the legal requirement that the city hold the election as a condition of its obtaining the necessary financing. And nothing in the record suggests that the amount the developer is required to pay—\$20,000—is disproportional to the \$54.7 million loan amount for a parking structure that is a key part of an overall development project costing \$127 million.

Finally, city ordinance provides that Mayor Bordman “shall sign . . . all contracts and agreements requiring the assent of the city, unless otherwise provided for by law, the Charter, ordinance or the provisions of this Code.” Birmingham Code of Ordinances, Art. VII, § 2-289. The requirement that she sign the development agreement, once the city commission authorizes it, was imposed upon her by virtue of her office. Her signing the agreement was mandatory and ministerial and fully comported with her obligation under the ethics ordinance “to uphold the Constitution of the United States and the Constitution of the state[,] . . . to comply with the laws of the nation, state, and the city [, and] not breach the law or ask others to do so.” City of Birmingham Code of Ethics, § 2-321. Indeed, Mayor Bordman might have breached the law and violated the ethics ordinance had she not signed the development agreement.

This case boils down to the question that Mr. Baller succinctly framed during the hearing: “Should the city allow a private developer to pay the cost of the election?” We hold that to be a political question. As we held in a previous case involving the ethical propriety of negative election campaign literature distributed by a political action committee formed by a volunteer member of a city advisory committee, Mr. Baller's

remedy rests through the ballot box, not with the Board of Ethics. Board of Ethics Decision in Complaint 2007-05 (January 31, 2008), at 10.

#### IV. CONCLUSION

The Board of Ethics finds that Mayor Bordman's actions in voting for, and later executing, the city's development agreement with Woodward Bates Partners comport with her obligations under the ethics ordinance. The complaint is dismissed.

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James D. Robb, Chairperson

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Sophie Fierro-Share, Member

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John J. Schrot, Jr., Member

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