

BEFORE THE CITY OF ATLANTA  
BOARD OF ETHICS

In the Matter of:

Greg Pridgeon

Respondent

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) Case No. CO-07-008  
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DECISION AND ORDER

Having considered the attached settlement agreement at its meeting on

September 27, 2007 the City Board of Ethics approves the agreement and orders, in accordance with the agreement, that Respondent Greg Pridgeon pay an administrative sanction of \$650 to the City of Atlanta.

9/27/07  
Date

  
Chair

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**SETTLEMENT AGREEMENT**

This settlement agreement is made between Greg Pridgeon, a city employee charged with violating the City's Code of Ethics, and Ginny Looney, the Ethics Officer of the City of Atlanta. The Board of Ethics is charged with the duty to administer, implement, and enforce the Standards of Conduct contained in the Atlanta Municipal Code.

The parties agree and consent to the following terms to resolve the pending case prior to a probable cause determination by the Board:

**FINDINGS OF FACT**

1. Mr. Pridgeon is the Chief of Staff in the Executive Offices of the City of Atlanta.
2. He is an authorized credit card holder on the City of Atlanta's corporate credit card account.
3. The City did not have any policies, written or verbal, concerning use of the charge card until this year.
4. Mr. Pridgeon acknowledges using the city's credit card to make seven purchases between August 15, 2004, and November 11, 2005, for personal equipment, services, lodging, and meals. The purchases totaled \$4,243.61.
5. At the time, he thought he was following the city's reimbursement policy which he believed allowed repayment for personal use of city property.
6. Mr. Pridgeon repaid the city for personal purchases by check or money order made payable either to Wachovia Bank or to the City of Atlanta. His reimbursements were made prior to any investigation or audit into the matter.
7. City records are insufficient to totally reconcile the reimbursements for personal expenses with the charges made. The amount of each individual payment does not always correspond to a specific purchase or charge and was not always made by the payment due date listed on the bank account statement.
8. There is no evidence that Mr. Pridgeon made the purchases with the intent to defraud the City or misuse city funds.

9. Mr. Pridgeon has cooperated fully with the ethics investigation.

### **CONCLUSIONS OF LAW**


10. Mr. Pridgeon is a city employee subject to the Code of Ethics, found in sections 2-801 to 2-824 in the City's Code of Ordinances.
11. The Code of Ethics states: "No official or employee shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor or service for the private advantage of such official or employee."
12. Mr. Pridgeon used the city's credit card for private advantage when he made seven separate purchases totaling more than \$4,000 for personal equipment, services, lodging, and meals over an 18-month period.

### **AGREEMENT**

13. Mr. Pridgeon acknowledges that he violated the city's ethical standards when he used the city's credit card to purchase personal equipment, services, lodging, and meals. He believed that he was following the city's reimbursement policy and was allowed to make personal purchases so long as he promptly repaid the City in full.
14. He apologizes to the City of Atlanta.
15. He agrees to pay a single civil penalty of \$650 from personal funds within 10 days of the board's decision and order.
16. He agrees that he will abide by the city's written policies on the use of the city's credit cards, will not use the city's credit card for any personal purchases in the future, and will comply with the City's Code of Ethics.
17. The parties agree to enter this settlement agreement to resolve all factual and legal issues raised in this matter and to reach a final disposition without the necessity of an evidentiary hearing before the Board to determine Respondent's liability.
18. The Respondent understands and voluntarily waives all procedural rights under the Code of Ordinances, including the determination of probable cause and the right to personally appear before the Board, subpoena witnesses to testify, confront and cross-examine all witnesses, and have the Board hear the matter at any enforcement hearing.
19. The Respondent acknowledges that any disciplinary action of employees is reserved by the departmental appointing authority and that the terms of this settlement agreement do not preclude that authority from taking disciplinary action.
20. The Respondent further acknowledges that this agreement is not binding on any other law enforcement or governmental agency and does not preclude the Board

of Ethics from referring this matter to, cooperating with, or assisting any other law enforcement or government agency on this or any other related matter.

21. The Ethics Officer will submit this settlement agreement for consideration by the Board of Ethics at its next regularly scheduled meeting, and the Board must enter an order approving the agreement before it becomes the final decision and order in the case.
22. The parties agree that this agreement shall become null and void in the event that the Board refuses to accept it. The Respondent further agrees that no member of the Board of Ethics or its staff shall be disqualified from participating in any hearing before the Board because of prior consideration of this settlement agreement.

  
Greg Pridgeon  
Respondent

9/21/07  
Date

  
Virginia L. Looney  
Ethics Officer

9/21/2007  
Date