

**BEFORE THE CITY OF ATLANTA
BOARD OF ETHICS**

In the Matter of:

Cleta Winslow

Respondent

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Case No. CO-09-007

DECISION AND ORDER

This matter came before the Board of Ethics for a decision on October 21, 2010, prior to a probable cause determination. Having considered the attached settlement agreement, the City of Atlanta Board of Ethics approves the agreement and orders that Respondent Cleta Winslow pay a civil penalty of \$1,500 for her violations of section 2-811 of the City's Code of Ethics and repay \$5,420 to the City for the reimbursements that she received for campaign expenditures. The total of \$6,920 is due to the City of Atlanta within 10 days of the date of this decision.

So ordered this 21st day of October, 2010.

For the City of Atlanta Board of Ethics



John Lewis, Jr.
Chair, Board of Ethics

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SETTLEMENT AGREEMENT

This settlement agreement is made between Ginny Looney, the Ethics Officer of the City of Atlanta, and Cleta Winslow, a city official charged with violating the Code of Ethics.

The parties agree and consent to the following terms to resolve this matter prior to a probable cause determination by the City of Atlanta Board of Ethics. The Board of Ethics is responsible for administering, implementing, and enforcing the Standards of Conduct contained in the Atlanta Municipal Code.

FINDINGS OF FACT

1. Cleta Winslow is a city official elected to Council District 4 in 1994 and reelected in 1997, 2001, 2005, and 2009.
2. For her 2009 reelection campaign, Ms. Winslow developed two pieces of campaign literature that she distributed door-to-door in her council district: a campaign newsletter and a campaign flyer. She contracted with a graphic artist to design the newsletter, *District 4 Update*, and spent \$685 for the newsletter design, paying a \$150 cash deposit to the graphic artist and the remaining \$535 by a check drawn on her campaign account. Ms. Winslow paid a printing company \$865 by personal check for printing 10,000 copies of her *Re-elect Cleta Winslow* campaign flyers.
3. Rather than mailing the campaign literature, Ms. Winslow hired individuals on a daily basis to help her distribute the flyer and newsletter door-to-door in her district. From October 30, 2009 to November 2, 2009, she paid a total of \$3,720 in cash to workers to distribute her campaign newsletter. Election Day was November 3, 2009.
4. Ms. Winslow sought reimbursement from the City for payments she made personally or through her campaign for the design of the *District 4 Update*, the printing of her campaign flyer, and campaign workers who distributed the newsletter during the four days before Election Day. She was reimbursed \$150 for the newsletter design deposit on October 20, 2009; \$685 for the total cost of the newsletter design on October 28, 2009; \$865 for the printing of the flyer on December 7, 2009; and \$3,720 for payments made to campaign workers on December 7, 2009. The city's financial records show that she was reimbursed twice for the \$150 deposit.
5. Ms. Winslow used city funds to pay for the design of her campaign newsletter, the printing of her campaign flyers, and the distribution of campaign literature by campaign workers.

CONCLUSIONS OF LAW

6. Ms. Winslow is a city official subject to the Code of Ethics, found in sections 2-801 to 2-824 in the City's Code of Ordinances.
7. Section 2-811 of 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 or any other person or private entity."
8. Formal Advisory Opinion 2004-1 states that official city business "does not include an activity or event done solely for the personal benefit of an individual official or employee, such as a political campaign activity, a private business transaction, or an event sponsored by a private or non-city group."
9. In Formal Advisory Opinion 2005-7, the Board of Ethics concluded that a City Councilmember may not hand out a city-funded newsletter during a campaign event or while soliciting votes during an election year after filing as a candidate for municipal office.
10. The use of city funds to pay for campaign literature and campaign workers involves the personal use of city property.
11. Ms. Winslow violated section 2-811 when she requested, used, and permitted the use of city funds to reimburse her for expenses she incurred as a candidate in connection with the design of her campaign newsletter, the printing of her campaign flyers, and the payment of workers to distribute her campaign literature.

AGREEMENT

12. Ms. Winslow acknowledges that she violated the city's ethical standards by using city funds to pay for campaign literature and campaign workers.
13. She agrees to pay the City of Atlanta a civil penalty of \$1,500 and to repay the City the amount of \$5,420 that she received as reimbursements for her campaign expenditures. These payments are due within 10 days of the date that the Board approves this agreement.
14. 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.
15. 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.
16. The Respondent acknowledges that this agreement is not binding on any other law enforcement or governmental agency and does not preclude the Board of Ethics from cooperating with or assisting any other law enforcement or government agency on this or any other related matter.

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17. 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.
18. 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.

Cleta Winslow

Cleta Winslow
Respondent

10-4-2010
Date

Ginny Looney

Ginny Looney
Ethics Officer

10/4/2010
Date