

BEFORE THE CITY OF ATLANTA  
BOARD OF ETHICS

In the Matter of:

Hubert Owens

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Case No. CO-07-027

DISMISSAL ORDER

This matter came before the City of Atlanta Board of Ethics for a probable cause decision on February 19, 2009. Having considered the record and determined that there is not probable cause to believe that the City's Code of Ethics has been violated, the Board orders that the complaint be dismissed.

So ordered this 19 day of February, 2009.

For the City of Atlanta Board of Ethics



~~John Lewis, Jr.~~  
Chair, Board of Ethics

MaryAnne Gaunt  
Vice Chair

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Case No. CO-07-027

Probable Cause Report

Summary

This complaint should be dismissed for lack of probable cause because there is insufficient evidence to prove that Hubert Owens, a city employee, requested, used, or permitted the use of city property for private advantage in violation of section 2-811 of the City’s Code of Ethics.

Findings

1. On January 11, 2007, George Anderson with the Ethics in Government Group filed an ethics complaint against Hubert Owens and four others, alleging a violation of section 2-811. Mr. Anderson filed a second, duplicate complaint on January 17, 2007, and updated it on February 8, 2007. He cited a Department of Law investigative report in support of his allegations.
2. In 2005, Mr. Owens was the Acting Director of Contract Compliance and Angela Hunter and Sarah Thomas were employees working in his office. Deborah Scott Brooks was the Director of the Office of General Services and Perceta Watkins was the employee who was responsible for handling reservations for use of City Hall facilities
3. Ms. Brooks is no longer employed by the City, has not responded to the ethics complaint filed against her, and has declined this office’s requests for interviews. She now lives out of state. In a 2006 letter to the Mayor, Ms. Brooks wrote that waiving fees at city facilities had been done for decades and that fees had historically been waived for sorority and fraternity meetings, weddings, family reunions, and church functions. She says that she revised her office’s policies in August 2005. Letter from Deborah Scott Brooks to Shirley Franklin (Dec. 28, 2006).

Count I

4. Angela Hunter (formally Angela Snead) held a wedding reception on Saturday, April 9, 2005, in the City Hall atrium. Ms. Hunter reserved the atrium through general services in October 2004. Ms. Watkins took the reservation and told Ms. Hunter to return a week before the wedding with her floor plans. Ms. Hunter says she was never told to pay any

fees for the use of the atrium, such as a security deposit and was not asked to complete a rental or janitorial contract. Interview with Angela Hunter (Jan. 29, 2009)

5. Ms. Hunter returned to general services a week before her wedding with her floor plans, and she paid the clean-up fee but not the rental fee. She says Ms. Watkins advised her that she did not have to pay the rental fee. Department of Law, *Investigative Report CI 2005-0018: Misuse of City Property, Theft of City Property, and Use of Position for Personal Gain* pp. 39-40 (Oct. 2006); Interview with Angela Hunter (Jan. 29, 2009).
6. According to Ms. Watkins, Mr. Owens came to see Ms. Brooks at some time before Ms. Hunter's wedding. Shortly after he left, Ms. Brooks told Ms. Watkins to reserve the atrium for Ms. Hunter, and that Ms. Hunter did not have to pay the rental fee. *Investigative Report* at p. 19; Interview with Perceta Watkins (Dec. 18, 2008).
7. Mr. Owens says that he did not have a conversation with Ms. Brooks concerning the waiver of fees. He states that he was not aware of what the fees were and he was not aware of any wedding arrangements that Ms. Hunter had made. *Investigative Report* at p. 19; Letter from Hubert Owens to Ginny Looney (June 18, 2007).
8. Ms. Hunter says that she did not ask Mr. Owens or Ms. Brooks to waive the rental fee for her. She denies telling the law department investigator that Ms. Watkins informed her that the rental fee would be waived. Interview with Angela Hunter (Jan. 29, 2009).
9. The law department investigator found no evidence that Ms. Hunter signed a contract with general services or that she paid any rental or janitorial fees for use of the atrium. Further, Ms. Hunter admits that she did not sign a contract and she did not receive a receipt for the janitorial fee she says she paid. *Investigative Report* at 18; Interview with Angela Hunter (Jan. 29, 2009).

## Count II

10. Sarah Lundy (formally Sarah Thomas) held a reception on Saturday, July 3, 2004 in the Historic City Council Chambers. She completed both a rental and janitorial contract for her event. The rental fee at that time was \$350. The contracts she signed show that on February 25, 2004, Ms. Lundy paid a \$175 deposit towards the rental fee, and she paid \$160 for the clean-up fee. City of Atlanta Rental Agreement for Use of Space (Feb. 25, 2004). City of Atlanta Janitorial Agreement for Use of Space (Feb. 25, 2004).
11. Ms. Lundy says that she went to the general services office after her event to pay the balance of the rental fee, which was \$175. At that time, Ms. Watkins advised her that she did not have to pay the balance of the rental fee. Interview with Sarah Lundy (Jan. 12, 2009)
12. Ms. Watkins states that her supervisor, Ms. Brooks, told her to waive the remainder of the rental fee for Ms. Lundy. She says that Mr. Owens came to see Ms. Brooks and that shortly after he left Ms. Brooks instructed her to waive the balance of the rental fee. Interview with Perceta Watkins (Dec. 18, 2008).

13. Ms. Lundy says that she did not ask Mr. Owens to seek a reduction or waiver of the rental fee for her. She says she was aware of a conversation between Mr. Owens and Ms. Brooks in which he requested that her event be extended from 11:00 pm to midnight. Interview with Sarah Lundy (Jan. 12, 2009).
14. In response to the ethics complaint, Mr. Owens wrote that “at no time did I request, suggest, or imply that a rental or clean-up fee should be modified or waived.” He states that the only conversation he had with Ms. Brooks was whether Ms. Lundy would be allowed to extend the time of her event from 11:00 pm to midnight. Letter from Hubert Owens to Ginny Looney (June 18, 2007); *Investigative Report* at p. 29.
15. The law department’s report states that Ms. Brooks indicated that she may have spoken to Mr. Owens, and that she may have waived the remainder of Ms. Lundy’s rental fee. *Investigative Report* at p. 29.

#### General Services policy

16. At the time the weddings took place, the Office of General Services was required to document reservations for private events in an office log, showing the details of the event and the renter’s contact information; a rental and janitorial contract was to be completed; and payment of a security deposit was required. The law department’s report concluded that general services did not adequately follow and administer these policies and procedures for private events held in City Hall facilities. *Investigative Report* at p. 8.
17. In February 2007, the City placed a general moratorium on use of the atrium for any events that were not official city business. It subsequently reorganized and reassigned responsibilities previously conducted by the Office of General Services and adopted a new policy on use of City Hall facilities, effective May 1, 2008. The new policy gives the newly created Office of Enterprise Assets Management-Administrative Support Division the responsibility for coordinating and overseeing public and private use of facilities in City Hall. It defines and distinguishes between city-related events and non-city-related events. City of Atlanta, City Hall Facilities, Meeting and Event Usage Operating Procedures (May 1, 2008).

#### Conclusions of Law

18. Hubert Owens 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.
19. 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.”
20. The Board of Ethics in Formal Advisory Opinion 2003-1 stated that a city official “is not entitled to a reduction or waiver of any rental fee for the personal use of parks property or for the use of any other private person or entity on terms that are not available to the

general public.”

21. The reduction or waiver of any rental fee for the personal use of city property, except on the same terms available to the general public, is a violation of section 2-811.
22. Because Mr. Owens denies having a conversation with Ms. Brooks about the waiver of fees, Ms. Brooks has not responded to requests from this office for an interview and cannot be compelled to appear before the Board of Ethics, and Ms. Watkins did not hear the discussion between Mr. Owens and Ms. Brooks, there is insufficient evidence to prove that Mr. Owens requested that the Office of General Services waive the rental or clean-up fee for Ms. Hunter or reduce the rental fee for Ms. Lundy.

### **Recommendation**

23. Because there is insufficient evidence to prove that Hubert Owens requested, used, or permitted the use of city property for the private advantage of any person or entity in violation of section 2-811 of the City’s Code of Ethics, it is recommended that the Board of Ethics dismiss this ethics complaint for lack of probable cause.

Submitted by:     Jabu Sengova  
                          Associate Ethics Officer  
                          February 11, 2009