

*City of Oakland*  
**Public Ethics Commission**  
October 1, 2001

In The Matter of ) Complaint No. 01-0012  
)  
Campaign Contribution By ) **[Proposed]** Stipulation,  
Eller Media Company ) Decision and Order  
Dated 2/2/01

It is hereby stipulated by and between the City of Oakland Public Ethics Commission and Eller Media Company aka Clear Channel Communications, Inc. (Eller Media):

1. In October, 2000, the City of Oakland received a response to a Request For Proposal from Adshel, Inc., aka Clear Channel Adshel ("Adshel") in connection with a contract to provide the City with certain outdoor furniture. On or about February 2, 2001, Eller Media made a campaign contribution in the amount of \$250 to Moses Mayne. At all times relevant to this complaint, both Eller Media and Adshel were owned by the same majority shareholder, Clear Channel Communications, Inc.

2. On July 24, 2001, the Oakland City Council voted to accept the proposal submitted by Adshel, Inc.

3. The complainant contends: 1) Eller Media's campaign contribution should be attributed to Adshel pursuant to OCRA Section 3.12.080 [Aggregation Of Payments]; and, 2) Adshel was within a period of negotiation with the City at the time Eller Media made its contribution, thereby violating OCRA Section 3.12.140 [Prohibition On Contractor Contributions]. Representatives of Eller Media contend: 1) the actions of Adshel and Eller Media were and continue to be wholly independent of each other; 2) neither company shares officers or board members with the other; 3) previous FPPC opinions and recent amendments to the California Political Reform Act will not aggregate the campaign contributions of two entities who share a majority owner if those entities "act independently" in their decisions to make contributions; 4) Eller Media acted independently of Adshel, Inc. with respect to the campaign contribution; 5) it would be unjust for a company the size of Clear Channel Communications to monitor the contract negotiations of each of its subsidiaries to determine when a campaign contribution could or could not be made.

4. Pursuant to Commission General Complaint Procedures Section XII(F), Commission staff recommends that the contentions stated in paragraph 3 be resolved as follows:

A) Within seven (7) business days after this Stipulation, Decision and Order ("Stipulation") is approved by the Commission, Eller Media shall make a settlement payment of \$125.00 in a check made payable to "The City of Oakland" and mail or deliver the check to the offices of the Public Ethics Commission.

B) Nothing in this Stipulation shall be interpreted as an admission of wrongdoing by Eller Media, its owners, agents or representatives. The parties have entered into this Stipulation to avoid any further proceedings or litigation.

C) Eller Media and its owners, agents and representatives knowingly and voluntarily waive all rights to a hearing before the Commission on the merits of the contentions contained in paragraph 3.

D) Eller Media and its owners, agents and representatives understand and acknowledge that this Stipulation 1) will not be effective until it is approved by the Commission; 2) is not binding on any other law enforcement agency and does not preclude the Commission or Commission staff from referring the matter to, cooperating with, or assisting any other government agency with regard to the subject matter of this Stipulation; and 3) will become null and void if the Commission refuses to approve it. If the Commission refuses to approve this Stipulation and a full evidentiary hearing before the Commission becomes necessary, the Commission's prior consideration of this Stipulation will not constitute grounds for the disqualification of any member of the Commission or Commission staff.

E) The terms of this Stipulation pertain only to the campaign contribution of February 2, 2001.

6) Eller Media hereby agrees to the terms set forth in paragraph 4 above.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
[NAME] on behalf of Eller Media

**CERTIFICATION RE: APPROVAL OF STIPULATION  
DECISION AND ORDER**

The foregoing Stipulation, Decision and Order ("Stipulation") was presented for approval at a duly noticed meeting of the City of Oakland Public Ethics Commission ("Commission") held on \_\_\_\_\_, 2001. A quorum of the membership of the Commission was present at the meeting. A motion approving the Stipulation was duly made and seconded, and the motion was adopted by a majority of said quorum.

I hereby certify that the foregoing is true and correct.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
Daniel D. Purnell, Executive Director  
Oakland Public Ethics Commission

*City of Oakland*  
**Public Ethics Commission**  
October 1, 2001

In The Matter of ) Complaint No. 01-0012  
)  
Campaign Contribution By ) **[Proposed]** Stipulation,  
A.F. Evans Company, Inc. ) Decision and Order  
Dated 3/2/01

It is hereby stipulated by and between the City of Oakland Public Ethics Commission and A.F. Evans Company, Inc. ("A.F. Evans Company").

1. On or about September 24, 1999, A.F. Evans Development, Inc. ("A.F. Evans Development") responded to a Request for Proposal (RFP) relating to the sale and development of real property locally known as the Housewives Market in downtown Oakland. On November 30, 1999, the Oakland Redevelopment Agency ("Agency") approved an Exclusive Negotiation Agreement (ENA) with A.F. Evans Development for the exclusive right to negotiate with the Agency.
2. On March 2, 2001, A.F. Evans Company reportedly made a contribution in the amount of \$250 to Oakland City Council candidate, Moses Mayne. A.F. Evans Development is a wholly owned subsidiary of A.F. Evans Company.
3. On June 5, 2001, the Agency adopted a resolution authorizing the execution of a Disposition and Development Agreement (DDA) which will establish the final terms and conditions of the agreement between the Agency and A.F. Evans Development. According to an Agency staff memorandum, negotiations with A.F. Evans Development had been ongoing since the ENA was approved.
4. The complainant contends 1) A.F. Evans Company's campaign contribution should be attributed to A.F. Evans Development pursuant to OCRA Section 3.12.080 [Aggregation Of Payments]; and, 2) A.F. Evans Development was within a period of negotiation at the time A.F. Evans Company made its contribution, thereby violating OCRA Section 3.12.140 [Prohibition On Contractor Contributions]. Company representatives deny that the contribution was made during a period of contract negotiation with the Agency.
5. Pursuant to Commission General Complaint Procedures Section XII(F), Commission staff recommends that the contentions stated in paragraph 4 be resolved as follows:
  - A) Within seven (7) business days after this Stipulation, Decision and Order ("Stipulation") is approved by the Commission, A.F. Evans Company shall make a settlement payment of \$125.00 in a check made payable to "The City of Oakland" and mail or deliver the check to the offices of the Public Ethics Commission.

B) Nothing in this Stipulation shall be interpreted as an admission of wrongdoing by A.F. Evans Company, its respective owners, agents or representatives. The parties have entered into this Stipulation to avoid any further proceedings or litigation.

C) A.F. Evans Company and its respective owners, agents and representatives knowingly and voluntarily waive all rights to a hearing before the Commission on the merits of the contentions contained in paragraph 4.

D) A.F. Evans Company and its respective owners, agents and representatives understand and acknowledge that this Stipulation 1) will not be effective until it is approved by the Commission; 2) is not binding on any other law enforcement agency and does not preclude the Commission or Commission staff from referring the matter to, cooperating with, or assisting any other government agency with regard to the subject matter of this Stipulation; and 3) will become null and void if the Commission refuses to approve it. If the Commission refuses to approve this Stipulation and a full evidentiary hearing before the Commission becomes necessary, the Commission's prior consideration of this Stipulation will not constitute grounds for the disqualification of any member of the Commission or Commission staff.

E) The terms of this Stipulation pertain only to the campaign contribution of March 2, 2001.

6) A.F. Evans Company hereby agrees to the terms set forth in paragraph 5 above.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
[NAME] on behalf of A.F. Evans  
Company

**CERTIFICATION RE: APPROVAL OF STIPULATION  
DECISION AND ORDER**

The foregoing Stipulation, Decision and Order ("Stipulation") was presented for approval at a duly noticed meeting of the City of Oakland Public Ethics Commission ("Commission") held on \_\_\_\_\_, 2001. A quorum of the membership of the Commission was present at the meeting. A motion approving the Stipulation was duly made and seconded, and the motion was adopted by a majority of said quorum.

I hereby certify that the foregoing is true and correct.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
Daniel D. Purnell, Executive Director  
Oakland Public Ethics Commission

*City of Oakland*  
**Public Ethics Commission**  
October 1, 2001

In The Matter of ) Complaint No. 01-0012  
 )  
Campaign Contribution By ) **[Proposed]** Stipulation,  
Forest City Residential West, Inc. ) Decision and Order  
Dated 3/23/01

It is hereby stipulated by and between the City of Oakland Public Ethics Commission and Forest City Residential West, Inc. ("Forest City"):

1. In approximately November, 1999, the Oakland Redevelopment Agency received a proposal from Forest City Residential West, Inc. ("Forest City") for the development of various properties within the "Uptown Redevelopment Area." The Agency authorized the execution of an Exclusive Negotiation Agreement (ENA) in February, 2000. The ENA expired in January, 2001.

2. On or about March 23, 2001, Forest City made a contribution to the campaign committee of Oakland Councilmember/Agency Director Moses Mayne in the amount of \$250.00.

3. The complainant herein contends that the above contribution by Forest City was made during a period of time in which such contributions are prohibited, pursuant to OCRA Section 3.12.140 [Prohibition On Contractor Contributions]. Specifically the complainant alleges that the period of negotiation commenced at least as early as the execution of the original ENA and that the contribution was made before the negotiation period was completed or terminated, as defined under OCRA. Representatives of Forest City state that Forest City was not actively negotiating with the Agency at the time the contribution was made and that it did not intend to influence any of its proposed agreements with the Agency.

4. Pursuant to Commission General Complaint Procedures Section XII(F), Commission staff recommends that the contentions stated in paragraph 3 be resolved as follows:

A) Within seven (7) business days after this Stipulation, Decision and Order ("Stipulation") is approved by the Commission, Forest City shall make a settlement payment of \$125.00 in a check made payable to "The City of Oakland" and mail or deliver the check to the offices of the Public Ethics Commission.

B) Nothing in this Stipulation shall be interpreted as an admission of wrongdoing by Forest City, its owners, agents or representatives. The parties have entered into this Stipulation to avoid any further proceedings or litigation.

C) Forest City and its owners, agents and representatives knowingly and voluntarily waive all rights to a hearing before the Commission on the merits of the contentions contained in paragraph 3.

D) Forest City and its owners, agents and representatives understand and acknowledge that this Stipulation 1) will not be effective until it is approved by the Commission; 2) is not binding on any other law enforcement agency and does not preclude the Commission or Commission staff from referring the matter to, cooperating with, or assisting any other government agency with regard to the subject matter of this Stipulation; and 3) will become null and void if the Commission refuses to approve it. If the Commission refuses to approve this Stipulation and a full evidentiary hearing before the Commission becomes necessary, the Commission's prior consideration of this Stipulation will not constitute grounds for the disqualification of any member of the Commission or Commission staff.

E) The terms of this Stipulation pertain only to the campaign contribution of March 23, 2001.

5) Forest City hereby agrees to the terms set forth in paragraph 4 above.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
[NAME] on behalf of Forest City

**CERTIFICATION RE: APPROVAL OF STIPULATION  
DECISION AND ORDER**

The foregoing Stipulation, Decision and Order ("Stipulation") was presented for approval at a duly noticed meeting of the City of Oakland Public Ethics Commission ("Commission") held on \_\_\_\_\_, 2001. A quorum of the membership of the Commission was present at the meeting. A motion approving the Stipulation was duly made and seconded, and the motion was adopted by a majority of said quorum.

I hereby certify that the foregoing is true and correct.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
Daniel D. Purnell, Executive Director  
Oakland Public Ethics Commission

City of Oakland  
Public Ethics Commission  
October 1, 2001

In The Matter of ) Complaint No. 01-0012  
)  
Campaign Contributions By Shea Homes ) **[Proposed]** Stipulation,  
Dated 3/1/01; et al ) Decision and Order

It is hereby stipulated by and between the City of Oakland Public Ethics Commission and Shea Homes:

1. In April, 1998, the Oakland Redevelopment Agency executed an Exclusive Negotiation Agreement (ENA) with Shea Homes of Northern California in connection with the proposed transfer and development of property commonly known as the Oak Knoll Naval Medical Center. Since April, 1998, the ENA has been amended five times to extend the term of the negotiation period. The fourth amendment occurred in October, 2000, and the fifth amendment occurred in June, 2001.

2. According to Agency staff, the amendments were required because of delays in the transfer of title from federal agencies.

3. On or about March 1, 2001, Shea Homes made a contribution in the amount of \$500 to the campaign committee of City Councilmember Moses Mayne. In addition to the contribution of March 1, 2001, Shea Homes also volunteers and acknowledges that it made the following contributions:

<b>Date</b>	<b>Amount</b>	<b>Recipient</b>
4/28/00	\$500	Jane Brunner Officeholder Account
7/28/00	\$500	2000 Committee To Retain Henry Chang Jr.
9/8/00	\$250	Friends Of Jane Brunner
2/26/01	\$500	Henry Chang Jr. For City Council
4/21/01	\$250	Danny Wan for City Council
5/18/01	\$250	Russo For City Attorney

4. The complainant herein contends that Shea Homes made a single contribution of \$500 to Moses Mayne during a period of time in which such contributions are prohibited, pursuant to OCRA Section 3.12.140 [Prohibition On Contractor Contributions]. Specifically, the complainant alleges that the period of negotiation commenced at least as early as the execution of the ENA and has never been completed or terminated.

5. Shea Homes questions whether there has been a "commencement of negotiations" and believes that the prohibition should not have applied at the time it made the contributions. Shea Homes contends that there were no active negotiations

on the Oak Knoll project at the time of the contributions because of delays in the transfer of title from the federal government. Shea Homes further contends that it is unfair to apply the restriction against campaign contributions in situations where, as here, the exclusive right to negotiate is unforeseeably extended because of factors beyond the control of the parties. Nevertheless, when contacted by Commission staff, Shea Homes voluntarily, and on its own initiative, disclosed the additional contributions not included in the complaint.

6. Pursuant to Commission General Complaint Procedures Section XII(F), Commission staff recommends that the contentions stated in paragraph 4 and 5 be resolved as follows:

A) Within seven (7) business days after this Stipulation, Decision and Order ("Stipulation") is approved by the Commission, Shea Homes shall make a settlement payment of \$1,375.00 in a check made payable to "The City of Oakland" and mail or deliver the check to the offices of the Public Ethics Commission.

B) Nothing in this Stipulation shall be interpreted as an admission of wrongdoing by Shea Homes its owners, agents or representatives. The parties have entered into this Stipulation to avoid any further proceedings or litigation.

C) Shea Homes and its owners, agents and representatives knowingly and voluntarily waive all rights to a hearing before the Commission on the merits of the contentions contained in paragraph 4 and 5.

D) Shea Homes and its owners, agents and representatives understand and acknowledge that this Stipulation 1) will not be effective until it is approved by the Commission; 2) is not binding on any other law enforcement agency and does not preclude the Commission or Commission staff from referring the matter to, cooperating with, or assisting any other government agency with regard to the subject matter of this Stipulation; and 3) will become null and void if the Commission refuses to approve it. If the Commission refuses to approve this Stipulation and a full evidentiary hearing before the Commission becomes necessary, the Commission's prior consideration of this Stipulation will not constitute grounds for the disqualification of any member of the Commission or Commission staff.

E) The terms of this Stipulation pertain only to the campaign contributions identified in paragraph 3.

6. Shea Homes hereby agrees to the terms set forth in paragraph 6 above.

Dated: \_\_\_\_\_, 2001

\_\_\_\_\_  
[NAME] on behalf of Shea Homes

**CERTIFICATION RE: APPROVAL OF STIPULATION  
DECISION AND ORDER**

The foregoing Stipulation, Decision and Order ("Stipulation") was presented for approval at a duly noticed meeting of the City of Oakland Public Ethics Commission ("Commission") held on \_\_\_\_\_, 2001. A quorum of the membership of the Commission was present at the meeting. A motion approving the Stipulation was duly made and seconded, and the motion was adopted by a majority of said quorum. I hereby certify that the foregoing is true and correct.

Dated: \_\_\_\_\_, 2001

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Daniel D. Purnell, Executive Director  
Oakland Public Ethics Commission