



THE CITY OF SAN DIEGO

SAN DIEGO ETHICS COMMISSION

**In Re Nancy Graham
Case No. 2008-54**

**Recommendation of the Presiding Authority After Administrative
Hearing – For Commission Meeting of
August 12, 2010**

I. Introduction and Summary of Findings

While the Presiding Authority's lengthy factual and legal findings are below, we will first generally summarize some thoughts about this which lead to our conclusions.

The Presiding Authority concludes that the acts alleged by Petitioner have generally been proven, with some specific exceptions discussed below. The key facts of this case are largely undisputed. And as was essentially resolved at the May 13, 2010 Commission hearing, the Commission is persuaded that Petitioner's view of the law is correct, meaning these acts constitute a violation of the San Diego Municipal Code (hereinafter "SDMC").

The substantial dispute at hearing was not about the facts of the case, but instead about the degree of seriousness of those violations and the amount of the fine that should be imposed. In considering the amount of the fine (if any) the Presiding Authority found that there were a number of facts, issues and policy matters to consider.

On one hand, the Respondent is a sophisticated, experienced government official, and should have been aware of the high risks posed by her improper participation in a large scale project. On the other hand, the income at issue here arrived as a result of acts occurring several years earlier before Respondent even thought of coming to San Diego. There is no claim that anything Ms. Graham did in San Diego made her one penny more. While there is a



legal connection between her 2002 agreement in a Florida development and her 2007 participation in an existing project in San Diego, there are few tangible connections between the two matters.

Overall, this is an episode characterized by a series of unfortunately timed events, from hurricane delayed projects in Florida, to the whims of hotel planners and the vagaries of the political process. While some of these events were within the control of Ms. Graham, and the situations should have been avoided, the Commission does not intend to hold her fully responsible for everything that befell the City and the Center City Development Corporation during her tenure.

After careful consideration of all of these factors, it is recommended that Respondent be fined a total \$25,000.

II. Legal Standard Applicable to Case

In a Commission proceeding, the Petitioner bears the burden of proof at the administrative hearing to establish, by a preponderance of the evidence, the existence of a violation of governmental ethics laws. SDMC § 26.0436(c). The preponderance-of-the-evidence standard “simply requires the trier of fact ‘to believe that the existence of a fact is more probable than its nonexistence.’ ” (*In Re Angelia P.* (1981) 28 Cal.3d 908, 918)

Under Commission procedures, Presiding Authority issues a recommendation after hearing which “shall, at a minimum, contain findings of fact, a summary of the evidence supporting each finding, conclusions of law, a preliminary determination of whether or not the respondent violated governmental ethics laws, and a recommended penalty for each violation.” SDMC §26.0437(b)

Having considered all the evidence presented by the parties, as well as the argument and briefing by counsel, the following constitute the Presiding Authority’s findings of fact and conclusions of law after hearing.

III. Findings of Fact

A. N-K VENTURES

Finding of Fact No. 1: N-K Ventures, a Florida limited liability company, was formed by Respondent and her former spouse, Kevin Lawler, in 2001 and was involved in multiple real estate projects in Florida. (hearing transcript at page 56, 75)

Finding of Fact No. 2: From the entity's formation through May 25, 2005, Respondent held a 50% ownership interest in N-K Ventures. (Petitioner's Exhibit 12)

Finding of Fact No. 3: On May 25, 2005, Respondent transferred 25% of her interest in N-K Ventures to Kevin Lawler, such that he held a 75% interest and she maintained a 25% interest in the entity. (Petitioner's Exhibit 12; testimony of Respondent, hearing transcript at pages 79 – 80)

Finding of Fact No. 4: In January of 2007, Respondent and Kevin Lawler entered into a Membership Purchase Agreement whereby Mr. Lawler agreed to purchase Respondent's remaining 25% interest in N-K Ventures. (Petitioner's Exhibit 12, paragraph 1) There was conflicting evidence on the question of whether this agreement was effective on January 5, 2007 or in September of 2007. However, Ms. Graham retained an ongoing right to 50% of the profits received by N-K Ventures in connection with the Lantana project. (Petitioner's Exhibits 8, 10, 12)

B. THE LANTANA PROJECT

Finding of Fact No. 5: On June 10, 2002, N-K Ventures entered into a Profit Participation Agreement with Lennar Communities of South Florida, Inc. [Lennar South Florida] a Florida Corporation, and Trelcom Development, Ltd. aka The Related Group of Florida [Related]. The Agreement provided that Lennar and Related were investigating becoming joint venture partners in the development of property in Lantana, Florida. Further, the Agreement

provided that if Lennar and Related created a joint venture and acquired title to the Lantana property, “Lennar and Related shall pay to N-K a profit participation . . . equal to twenty-five percent (25%) of the Net Profits” (Petitioner’s Exhibit 9, paragraph 10)

Finding of Fact No. 6 Under its agreement N-K Ventures was to receive a 25% interest in any profits from the project. There was nothing in the contract or agreement between N-K Ventures and Lantana Boatyard LLC that indicated any intention of the parties that this 25% participation interest would either be adjusted upward or downward based upon any subsequent events. (testimony of Respondent, hearing transcript at page 81)

Finding of Fact No. 7: Lennar and Related formed the joint venture contemplated by the Profit Participation Agreement on June 12, 2002, to develop the Lantana, Florida property. The entity formed was called RL Lantana Boatyard and was comprised of Lennar South Florida, Lennar-Lantana Boatyard, Inc. and Related companies. (Petitioner’s Exhibit 16; testimony of Respondent, hearing transcript at page 80)

Finding of Fact No. 8 Lennar South Florida is a wholly owned subsidiary of Lennar Corporation. (Petitioner’s Exhibits 18 through 23)

Finding of Fact No. 9: Lennar-Lantana Boatyard, Inc. is a wholly owned subsidiary of Lennar South Florida. (Petitioner’s Exhibits 18 through 23)

Finding of Fact No. 10: Lennar Corporation, through its wholly owned subsidiaries, Lennar South Florida and Lennar-Lantana Boatyard, Inc., held a 50% ownership interest in RL Lantana Boatyard. (Petitioner’s Exhibits 15 through 17, and 18 through 23)

C. PAYMENTS BASED ON THE PROFIT PARTICIPATION AGREEMENT

Finding of Fact No. 11: As a result of the 2002 profit sharing agreement, several profit-sharing payments were made by RL Lantana to N-K Ventures beginning in at least March 7, 2006 and into 2007 totaling into the millions of dollars. (Petitioner's Exhibit 11)

Finding of Fact No. 12: Payments from N-K were subsequently forwarded to Ms. Graham, with the first payment received by Ms. Graham March 20, 2006 for the amount of \$25,000. Subsequent payments were made April 11, 2006, April 26, 2006, May 18, 2006, November 17, 2006, May 4, 2007 and August 2, 2007. (Petitioner's Exhibits 13-14)

Finding of Fact No. 13: It was originally contemplated that the Lantana development project could have been completed as early as 2004. However, as a result of issues including two hurricanes hitting the Florida coast, the project was substantially delayed. (testimony of Respondent, hearing transcript at page 89)

D. RESPONDENT'S EMPLOYMENT WITH CCDC

Finding of Fact No. 14: Respondent assumed office as the President and Chief Operating Officer of the Centre City Development Corporation [CCDC] on December 1, 2005. (testimony of Respondent, hearing transcript at page 83)

Finding of Fact No. 15: The CCDC Board extensively vetted its potential Executive Director candidates and was aware of Ms. Graham's work in the private real estate business in Florida. (testimony of Respondent, hearing transcript at pages 111-113)

Finding of Fact No.16: On May 21, 2008, Respondent travelled to Tennessee to care for relatives. (testimony of Respondent, hearing transcript at page 97)

Finding of Fact No. 17: From that point, until her formal resignation in July of 2008, Ms. Graham had limited involvement in the day to day work of CCDC. (testimony of Fred Maas, hearing transcript at page 234)

E. BALLPARK VILLAGE

Finding of Fact No. 18: On December 6, 2005, the Redevelopment Agency of the City of San Diego entered into an Owner Participation Agreement [OPA], with Ballpark Village LLC, a Delaware limited liability company, for the development of two parcels located within the Centre City redevelopment project area known as the Ballpark Village project. (Petitioner's Exhibit 24)

Finding of Fact No. 19: The co-managing members and equal owners of Ballpark Village LLC are JMIR-Ballpark Village LLC, a Delaware limited liability company [JMIR], and Lennar Homes of California, Inc., both of which are signatories to the OPA. (Petitioner's Exhibits 24, section 107; and 55, pages 26 and 57)

Finding of Fact No. 20: As stated in the OPA, Lennar Homes of California is a wholly owned subsidiary of Lennar Corporation. (Petitioner's Exhibits 18 through 23 and Exhibit 24, section 107)

Finding of Fact No. 21: In January of 2007, representatives of JMI, the Ballpark Village LLC co-owner, raised the possibility of developing a large scale Marriott hotel at Parcel D at the Ballpark Village project site, which would necessitate changes to the OPA. (testimony of Respondent, hearing transcript at pages 60 - 61; testimony of Jeff Graham, hearing transcript at page 123; testimony of Fred Maas, hearing transcript at pages 225, 232)

Finding of Fact No. 22: Representatives of Ballpark Village LLC negotiated the terms of the Implementation Agreement with CCDC representatives to accommodate the addition of the Marriott Hotel. Marriott was involved in discussions concerning the Implementation Agreement as the potential purchaser of property. (Petitioner's Exhibit 55, page 53; testimony of Jeff Graham, hearing transcript at pages 120 - 121, 180 - 182; testimony of Fred Maas, hearing transcript at page 201)

Finding of Fact No. 23: The owners and developers of Ballpark Village relayed the interests of Marriott to CCDC representatives in order to ensure that the terms of the Implementation Agreement would be acceptable to Marriott, so that Marriott would ultimately purchase the property from Ballpark Village LLC to construct its hotel. (testimony of Jeff Graham, hearing transcript at pages 153 – 154; testimony of Fred Maas, hearing transcript at pages 226 – 227)

Finding of Fact No. 24: The proposed terms of the Implementation Agreement would affect Parcel D, which would be sold to Marriott for the construction of a hotel, and would also affect Parcel C, which would continue to be owned by Ballpark Village LLC. (testimony of Jeff Graham, hearing transcript at pages 154 – 156, 160)

Finding of Fact No. 25 Lennar representatives did not have contact with CCDC staff in 2007 or 2008 concerning the Ballpark Village project. (Petitioner’s Exhibit 55, pages 29, 47 - 48, 51 – 52; testimony of Jeff Graham, hearing transcript at page 173)

Finding of Fact No. 26: Lennar remained a co-owner of Ballpark Village during the entirety of Respondent’s tenure with CCDC. (Petitioner’s Exhibit 55, pages 29, 47 – 48; testimony of Jeff Graham, hearing transcript at pages 138 – 139, 172)

F. RESPONDENT’S INVOLVEMENT IN BALLPARK VILLAGE

Finding of Fact No. 27: Between March of 2006 and May of 2008, Respondent was actively and substantially involved in directing the staff and negotiating with representatives of Ballpark Village LLC . (testimony of Jeff Graham; hearing transcript at pages 125 through 136; testimony of Brad Richter, hearing transcript at pages 260 – 269)

Finding of Fact No. 28: Respondent signed the report submitted by CCDC to the City of San Diego Redevelopment Agency on March 15, 2006, recommending approval of the design and the development permit requested by Ballpark Village LLC for constructing affordable

housing offsite from the Ballpark Village project. However, action on this design and development permit took place prior to Respondent's arrival. (Petitioner's Exhibit 26; testimony of Fred Maas, hearing transcript at pages 197-198, 220)

Finding of Fact No. 29: In the negotiations regarding the Marriott Hotel project, Ms. Graham took a number of positions on behalf of CCDC that were contrary to the wishes of Marriott. (testimony of Jeff Graham, hearing transcript at page 167)

Finding of Fact No. 30: Records presented by Petitioner, including Petitioner's Exhibits 27 through 37, show that from January 2007 through May 2008, Plaintiff may have participated in 24 meetings with CCDC staff and/or CCDC board members and/or other City Officials and/or representatives of Ballpark Village LLC. However, the records presented do not necessarily demonstrate that each meeting took place or that Ms. Graham participated in each meeting, and it cannot be inferred that the mere scheduling of a meeting means that material influence over a municipal decision is present. There is evidence that the Respondent actually attended a meeting and that she materially participated in or influenced a municipal decision as summarized in the following table related to counts 2 to 25:

TABLE 1

COUNT AND MEETING DATE	MEETING ON SCHEDULE OF RESPONDENT?	RESPONDENT ATTEND MEETING?	MATERIAL EVIDENCE OF PARTICIPATION?
2 -Jan 16, 2007	YES	YES	NO
3-Mar 28, 2007	YES	YES	NO
4-Jun 14, 2007	YES	YES	NO
5-Jun 20, 2007	YES	NO	NO

6-Jul 17, 2007	YES	NO	NO
7-Jul 23, 2007	YES	YES	YES
8-Aug 2, 2007	YES	YES	YES
9-Sep 5, 2007	YES	YES	YES
10-Sep 17, 2007	YES	YES	YES
11-Sep 20, 2007	YES	NO	NO
12-Oct 5, 2007	YES	YES	YES
13-Oct 17, 2007	YES	YES	YES
14-Jan 23, 2008	YES	YES	YES
15-Jan 31, 2008	YES	YES	YES
16-Feb 7, 2008	YES	YES	NO
17-Feb 14, 2008	YES	YES	NO
18-Feb 28, 2008	YES	YES	NO
19-Mar 6, 2008	YES	YES	NO
20-Apr 4, 2008	OPTIONAL	NO	NO
21-Apr 28, 2008	YES	YES	NO
22-Apr 30, 2008	OPTIONAL	NO	NO
23-May 6, 2008	YES	YES	NO
24-May 16, 2008	YES	YES	YES
25-May 16, 2008	YES	YES	YES

As can be seen in counts 20 and 22 the Respondent's participation in the meeting was optional with no evidence such as meeting notes or minutes to show attendance. In many

other instances no evidence was presented to show that the Respondent actually materially participated or influenced the events at that meeting. Mere scheduling of a meeting is insufficient to show that Respondent materially participated.

Finding of Fact No. 31: Respondent engaged in at least six (6) e-mail communications with CCDC staff and/or other City Officials and/or Ballpark Village LLC representatives from April 23, 2007 to May 16, 2007. (Petitioner's Exhibits 38 through 43)

Finding of Fact No. 32: On July 3, 2007, CCDC staff submitted a report to the CCDC board sitting as the Real Estate Committee concerning the Ballpark Village project and the key terms of the proposed Implementation Agreement. Respondent signed this report. (Petitioner's Exhibit 44)

Finding of Fact No. 33: On July 11, 2007, CCDC staff made a verbal presentation concerning the contents of the July 3, 2007 staff report at a meeting of the CCDC board sitting as the Real Estate Committee. Respondent personally participated in the discussion concerning the Ballpark Village project at this meeting. (Petitioner's Exhibits 45 through 47)

Finding of Fact No. 34: On May 8, 2008, CCDC staff submitted a report to the CCDC board sitting as the Real Estate Committee. The report concerned the Ballpark Village project and the key terms of the proposed Implementation Agreement. Respondent influenced the information and recommendations set forth in this report. (Petitioner's Exhibit 48; testimony of Jeff Graham, hearing transcript at pages 137 - 138, 182 - 183)

Finding of Fact No. 35: On May 14, 2008, CCDC staff made a verbal presentation concerning the contents of the May 8, 2008, staff report at the meeting of the CCDC board sitting as the Real Estate Committee. Respondent participated in the discussion concerning the Ballpark Village project at this meeting. (Petitioner's Exhibits 49 and 50)

Finding of Fact No. 36: On June 19, 2008, CCDC staff submitted a report to the CCDC board concerning the Ballpark Village project and the key terms of the proposed Implementation Agreement. There is conflicting evidence as to whether or not Ms. Graham was involved specifically in the recommendations contained in the report. (Petitioner's Exhibit 51; testimony of Jeff Graham, hearing transcript at pages 137 – 138, 182 – 183)

Finding of Fact No. 37: Marriott ultimately decided not to pursue the construction of a hotel at the site. (testimony of Jeff Graham, hearing transcript at page 161)

IV. Conclusions of Law

Conclusion of Law No. 1: As the President and Chief Operating Officer of CCDC, Respondent was a City Official subject to the City of San Diego's Ethics Ordinance, SDMC § 27.3501 *et seq.*, and subject to the authority of the Ethics Commission to enforce the Ethics Ordinance.

Conclusion of Law No. 2: The Ethics Ordinance prohibits a City Official from knowingly influencing a municipal decision if it is reasonably foreseeable that the municipal decision will have a material financial effect on certain economic interests. SDMC §27.3561.

Conclusion of Law No. 3: For purposes of disqualification under SDMC § 27.3561, a City Official's economic interests include: any "person" from whom the City Official has received \$500 or more in "income" within twelve months prior to a municipal decision. SDMC §27.3561(b)(4). A "person" includes a "business entity." SDMC §27.3503. Further, a City Official's income includes "a payment received," including a pro rata share of any income of a business entity in which the official owns a 10-percent or greater interest. Cal. Gov't Code §82030.

Conclusion of Law No. 4: Respondent's income includes her pro rata share of the funds distributed from March 7, 2006, through October 28, 2007, pursuant to the Profit Participation Agreement for the Lantana project.

Conclusion of Law No. 5: When a City Official has received "income" from a "business entity" within the previous twelve months, the official's economic interests include the business entity from which income was received as well as any "affiliated entities" of that business entity. FPPC Regulations 18703.3(a)(2) and 18703.1(d); *Ethics Commission v. Graham*, Case No. 2008-54, Ethics Commission Ruling at Administrative Hearing on May 13, 2010, Commission meeting minutes, Item-12.

Conclusion of Law No. 6: Lennar Corporation is one of Respondent's economic interests because: (a) as the co-owner of N-K Ventures, Respondent received approximately \$3.5 million from the Lantana project in accordance with the terms of the Profit Participation Agreement between N-K Ventures, Lennar Communities of South Florida, and Trelcom Development, Ltd.; and (b) Lennar Communities of South Florida is a wholly owned subsidiary of Lennar Corporation. FPPC Regulations 18703.3(a)(2) and 18703.1(d).

Conclusion of Law No. 7: In addition, Lennar Corporation is one of Respondent's economic interests because: (a) RL Lantana distributed funds to N-K Ventures in accordance with the terms of the Profit Participation Agreement for the Lantana project; and (b) Lennar Corporation owns a 50% ownership interest in RL Lantana by and through its subsidiary entities. FPPC Regulations 18703.3(a)(2) and 18703.1(d).

Conclusion of Law No. 8: Because Lennar Corporation is one of Respondent's economic interests, its wholly owned subsidiary, Lennar of California, is also one of Respondent's economic interests for purposes of the Ethics Ordinance's disqualification laws. FPPC Regulations 18703.3(a)(2) and 18703.1(d); SDMC §27.3561.

Conclusion of Law No. 9: The Ethics Ordinance prohibited Respondent from knowingly “influencing a municipal decision” during any twelve month period following the receipt of income from the Lantana project if it was “reasonably foreseeable” that the municipal decision would have a material financial effect on Lennar of California. SDMC §27.3561.

Conclusion of Law No. 10: “Influencing a municipal decision” means affecting or attempting to affect any action by a City Official on one or more municipal decisions by any method, and includes promoting, supporting, opposing, participating in, or seeking to modify or delay such action, as well as providing information, statistics, analysis or studies to a City Official. SDMC §27.3503.

Conclusion of Law No. 11: A “City Official” includes members of the CCDC Board of Directors [CCDC Board], CCDC employees, and unclassified City employees who are required to file economic disclosure forms pursuant to CCDC’s conflict of interest code. SDMC § 27.3503.

Conclusion of Law No. 12: A “municipal decision” includes any decision by a City board, as well as contracts and quasi-judicial decisions on land-use matters. SDMC § 27.3503.

Conclusion of Law No. 13: There is insufficient evidence that Respondent improperly influenced a municipal decision by signing a CCDC staff report submitted on March 15, 2006, due to conflicting or insufficient evidence about her level of participation in the decision and the timing of her awareness of payments to N-K Ventures.

Conclusion of Law No. 14: The mere scheduling of a meeting by the Respondent is not enough to conclude that material influence over a municipal decision is present. The Presiding Authority’s standard is higher in that it looked for evidence that the Respondent actually attended the meeting and that there was evidence of material participation or influence. Table 1, on pages 8 and 9, summarizes counts 2 to 25 in that light.

Conclusion of Law No. 15: Respondent engaged in six (6) e-mail communications from April 23, 2007, through May 15 – 16, 2008, concerning key issues related to the Ballpark Village project. The supporting evidence demonstrates that the Respondent did in fact actively participate, but in most cases it was the mere answering of questions. Due to the common preponderance of e-mail communications and the fact that this project was huge in scope and complexity, the Presiding Authority questions why these six e-mails were cited as the most extreme examples of the Respondent materially influencing a municipal decision.

Conclusion of Law No. 16: Respondent participated in a municipal decisions regarding the Ballpark Village project by signing and submitting a report to the CCDC board sitting as the Real Estate Committee on July 3, 2007, concerning the project, and then subsequently participated in the following July 11, 2007 meeting concerning that report. Under the facts of this case, the Presiding Authority considers this one violation.

Conclusion of Law No. 17: Any reasonably foreseeable financial effect on a person that is a source of income to a public official who is directly involved in a decision before the official's agency is deemed material. SDMC §27.3561; FPPC Regulation 18705.3. A business entity is directly involved in a decision before an official's agency when the entity (either directly or by an agent) initiates the proceeding or is the subject of a proceeding involving any entitlement to, or contract with, the business entity. SDMC §27.3561; FPPC Regulation 18704.1(a)(1),(2).

Conclusion of Law No. 18: As one of the co-owners and co-developers of Ballpark Village, Lennar of California was directly involved in municipal decisions concerning the Ballpark Village project and any reasonably foreseeable financial effect of a decision concerning the project on Lennar of California is deemed to be material.

Conclusion of Law No. 19: It was reasonably foreseeable that the key deal points involved in the proposed Implementation Agreement would have some financial effect on Lennar of California.

Conclusion of Law No. 20: In determining the penalty to be imposed, the Commission shall consider all relevant circumstances surrounding the matter. The circumstances that the Commission shall consider, include, but are not limited to: (1) the severity of the violation; (2) the presence or absence of any intention to conceal, deceive, or mislead; (3) whether the violation was deliberate, negligent, or inadvertent; (4) whether the Respondent demonstrated good faith by consulting the Commission staff for written advice, and such written advice does not constitute a complete defense; (5) whether the violation was an isolated incident or part of a pattern, and whether the violator has a prior record of violations of Governmental Ethics Laws; (6) the existence of any mitigating information; and (7) the degree to which the Respondent cooperated with Commission staff by providing full disclosure, remedying a violation, or assisting with the investigation. SDMC §26.0438(f).

V. Conclusion

A. COUNT BY COUNT EVALUATION

Count 1: Respondent did not receive her first payment until after this document was signed, and there is insufficient evidence of her direct influence in the decision. We cannot conclude that this is a violation.

Counts 2 to 25: As discussed above using our standard of evidence evaluation, we can conclude that the Respondent violated counts 7, 8, 9, 10, 12, 13, 14, 15, 24, and 25.

Counts 26 to 31: As discussed above we find evidence of the Respondent's participation in the cited e-mails. Violation of all six counts.

Counts 32 and 33: Respondent signed a status report on the project, no doubt prepared by staff at her direction and in response to a requirement from the meeting of July 11, 2007, then subsequently participated in that meeting. Respondent, according to transcript makes comments and answers questions. We find this to be a single violation, however, and to a lesser extent than previously cited counts.

Count 34: The Respondent was absent and the staff prepared report was signed in her absence. At this time Respondent was attending to serious family issues in the East, and it is doubtful in our opinion that she significantly influenced the preparation of this report. We do not find this to be a material violation.

B. RECOMMENDED FINE

Based on the entirety of the record and weighing the factors discussed in SDMC §26.0438(f), the Presiding Authority recommends that the fine attached to the violations be considered in total and then merely assigned to each count violated on a pro-rata basis with the exception of count 32 and 33, which are viewed as a unique single violation.

TABLE 2

COUNT	VIOLATION?	FINE
1	NO	\$0
2	NO	\$0
3	NO	\$0
4	NO	\$0
5	NO	\$0
6	NO	\$0
7	YES	\$1,500
8	YES	\$1,500

9	YES	\$1,500
10	YES	\$1,500
11	NO	\$0
12	YES	\$1,500
13	YES	\$1,500
14	YES	\$1,500
15	YES	\$1,500
16	NO	\$0
17	NO	\$0
18	NO	\$0
19	NO	\$0
20	NO	\$0
21	NO	\$0
22	NO	\$0
23	NO	\$0
24	YES	\$1,500
25	YES	\$1,500
26	YES	\$1,500
27	YES	\$1,500
28	YES	\$1,500
29	YES	\$1,500

30	YES	\$1,500
31	YES	\$1,500
32	NO	\$0
33	YES	\$1,000
34	NO	\$0
		\$25,000

We recommend that the full Commission adopt the Presiding Authority's recommendations and find that Respondent violated the municipal code on 17 occasions, and determine that in considering all factors in this matter, the fine should be \$25,000.