

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

In the Matter of:	)	
	)	
Martina Miller	)	Case No. CO-14-014
	)	
Respondent	)	
	)	

**DECISION AND ORDER**

This matter came before the City of Atlanta Board of Ethics for a decision on February 19, 2015, 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, Martina Miller, pay a total fine of \$300 in monthly installments of \$50, which must be paid in full by September 1, 2015, for her violations of section 2-817 and 2-818 of the City's Code of Ethics. The first payment of \$50 is due to the City of Atlanta on March 1, 2015. A copy of the attached settlement agreement and order should be forwarded to the Department of Human Resources for inclusion in Ms. Miller's employment file. The Board recommends that should Ms. Miller seek re-employment with the City, that she should not be hired unless she has paid the fine in full.

So ordered this 19th day of February, 2015.

For the City of Atlanta Board of Ethics

  
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Shukura Ingram Millender  
Chair, Board of Ethics

BEFORE THE CITY OF ATLANTA  
BOARD OF ETHICS

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FEB 12 2015  
ETHICS OFFICE

In the Matter of:

Martina Miller

Respondent

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Case No. CO-14-014

**SETTLEMENT AGREEMENT**

This settlement agreement is made between Nina R. Hickson, the Ethics Officer for the City of Atlanta, and Martina Miller, a former city employee charged with violating the Code of Ethics.

The parties agree and consent to the following terms to resolve this matter prior to an enforcement hearing before 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. Martina Miller is a former Environmental Compliance Officer who worked in the Office of Watershed Protection for the Department of Watershed Management. Ms. Miller's duties included: conducting residential and light commercial inspections; maintaining records on files; preparing erosion and sedimentation reports; writing stop work orders; investigating problems and complaints; inspecting infrastructure construction including but not limited to sewer systems, paving and drainage facilities; and performing additional tasks as needed. Ms. Miller worked for the City from January 1998 to June 2014.
2. On August 15, 2013, the Department of Law's Compliance Unit initiated an investigation into allegations that Department of Watershed Management employees, Cynthia Burch and Martina Miller visited Manuel's Tavern, located at 602 North Highland Avenue, Atlanta, Georgia 30307, and solicited and obtained meals and food services free of charge by threatening to utilize their power as city inspectors to retaliate against the restaurant for non-compliance.
3. Manuel's Tavern is subject to regulation under the City of Atlanta's Grease Management Ordinance.
4. The Compliance Unit's investigation found sufficient testimonial and documentary evidence to establish that Ms. Miller visited Manuel's Tavern and solicited and obtained meal and food services free of charge.

5. On June 13, 2014, the Ethics Office initiated an ethics complaint against Ms. Miller alleging that she solicited and obtained meals and food services free of charge from the restaurant, Manuel's Tavern. Formal notice of the complaint was sent to Ms. Miller by electronic and United States Mail.
6. Ms. Miller was terminated from employment with the City of Atlanta on June 23, 2014.
7. On September 2, 2014, Ms. Miller responded to the ethics complaint in person with an accompanying letter stating that she had retained an attorney and would respond to the complaint by November 15, 2014. The Ethics Office formally notified Ms. Miller that she had until the end of September 2014 to respond to the allegations.
8. On September 30, 2014, Ms. Miller responded by letter stating that she could not address the allegations in the complaint because she was appealing her termination to the City of Atlanta Civil Service Board. On October 29, 2014, Ethics Office staff attended Ms. Miller's hearing appealing her termination before the Civil Service Board.
9. During the Civil Service Board hearing, Stanley Barnes, kitchen manager at Manuel's Tavern, testified under oath that he had identified Ms. Miller on a photograph provided by the Law Department as the City of Atlanta employee accompanying Ms. Burch to Manuel's Tavern wearing her city identification and Department of Watershed Management uniform.
10. Mr. Barnes testified that at one point, Ms. Miller and her co-worker, Ms. Burch, "ate at Manuel's Tavern without paying for meals up to two or three days a week, sometimes twice a day in the morning and afternoon on at least four occasions." Mr. Barnes further testified that Ms. Miller and Ms. Burch received free food to go from Manuel's Tavern on at least four occasions.
11. Mr. Barnes testified that he observed Ms. Miller at Manuel's Tavern without Ms. Burch present on at least four occasions.
12. Mr. Barnes indicated that Ms. Miller never offered any sort of payment to Manuel's Tavern for her meals.
13. Mr. Barnes testified that Ms. Miller and Ms. Burch always entered Manuel's Tavern through the back kitchen door of the restaurant. Further, the two employees received free meals because he believed that they were health inspectors with the City and could shut down the restaurant if he did not comply with their requests.
14. During the hearing, Brian Maloof, owner of Manuel's Tavern, testified under oath that he had "no doubt" in his mind that both Ms. Miller and Ms. Burch were representatives from the City of Atlanta because "they came in with their badges hanging off their necks on those little hangers," "driving city vehicles, wearing shirts with city logos," and "occasionally carrying clip boards and paperwork." Further, Mr. Maloof stated that providing free meals became "a cost of doing business with the City of Atlanta" and that if the restaurant did not give the food for free, he could potentially be asked to do additional things with his grease traps that could "cost

me several thousand dollars in a year."

15. Mr. Maloof indicated that Ms. Miller began accompanying Ms. Burch to Manuel's Tavern approximately six months before he notified the City of problems at his establishment.
16. According to Mr. Maloof, the average menu item at Manuel's Tavern is "eight dollars per person and with a drink becomes ten dollars." Mr. Maloof estimated that the cost per week for the six months that Ms. Miller was receiving free meals was approximately \$16 per person.
17. On October 31, 2014, the Ethics Office sent Ms. Miller formal notice of a Final Request for Response to the ethics complaint by regular and certified mail.
18. On November 7, 2014, Ms. Miller responded by letter to the Final Request for Response. Ms. Miller asserted, per her sworn testimony at the Civil Service Board hearing, that she ate at Manuel's Tavern with Ms. Burch on five occasions and believed that Ms. Burch paid for her lunch. Ms. Miller also asserted that she only accepted one free meal valued at eight dollars.
19. On January 15, 2015, a probable cause hearing was conducted and the Ethics Board found that sufficient probable cause existed to set the matter down for an enforcement hearing.
20. Ethics Office staff met with Ms. Miller on February 3, 2015 for a pretrial conference. At that time, Ms. Miller indicated that she wished to resolve the matter short of an enforcement hearing.

#### **CONCLUSIONS OF LAW**

21. Martina Miller is a former city employee who as an Environmental Compliance Officer was subject to the Code of Ethics found in sections 2-801 to 2-825 of the City's Code of Ordinances.

#### **COUNT I**

22. Section 2-817 states: "No official or employee shall accept any gratuity as defined in section 2-801(g)." Section 2-801 (g) defines a gratuity as "anything of value given by or received from a prohibited source", where a prohibited source "means any person, business or entity that an official or employee knows or should know: (1) is seeking official action from the city.
23. Under the Code of Ethics, Manuel's Tavern is a prohibited source because it seeks official action from the City as a result of grease trap and other inspections required by the Department of Watershed Management. Ms. Miller accepted a gratuity from Manuel's Tavern, a prohibited source, in violation of Section 2-817 when she obtained meals and food services free of charge.

## **COUNT II**

24. Section 2-818 states: "No official or employee shall solicit or accept anything of value, in any form whatsoever, calculated to influence a vote, decision, or the exercise of official authority in any manner involving the city; provided, however, nothing in this section shall prohibit any official or employee from accepting a gift on behalf of the city which is properly reported to the board of ethics and the department of administrative services for addition to the inventory of property of the city."
25. Ms. Miller solicited free meals and food services from Manuel's Tavern for her private advantage while using her apparent authority as a health inspector or grease trap inspector with the City of Atlanta to coerce Manuel's Tavern employees into preparing food for her, in violation of Section 2-818.

## **PENALTY**

26. In proposing a penalty, the Ethics Office has considered both mitigating and aggravating circumstances. As mitigating circumstances affecting the penalty, Ms. Miller is currently unemployed.

## **AGREEMENT**

27. Ms. Miller acknowledges that she violated the city's ethical standards by soliciting and obtaining meals and food services free of charge from Manuel's Tavern.
28. She agrees to pay the City of Atlanta a civil penalty of \$300, and will pay in monthly installments of \$50 from personal funds beginning on March 1, 2015. The assessed fine must be paid in full by September 1, 2015.
29. 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.
30. Ms. Miller understands and voluntarily waives all procedural rights under the Code of Ordinances, including 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.
31. Ms. Miller 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.
32. 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.
33. 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.

34. The failure of Ms. Miller to comply with this agreement may result in initiation of an enforcement action for violation of its terms.

Martina Miller  
Martina Miller  
Respondent

2/11/2015  
Date

Nina R. Hickson  
Nina R. Hickson  
Ethics Officer

12 Feb 2015  
Date