

**THE CITY OF CHICAGO
BOARD OF ETHICS**

In the Matter of:)
)
Patrick Lavelle,)
) Case No. 23066.IG
Respondent)
)

AGREEMENT

This Agreement is made and entered into between the Chicago Board of Ethics (“Board”) and Patrick Lavelle (“Respondent”), an employee with the City’s Department of Aviation, pursuant to §2-156-385(4) of the City of Chicago Governmental Ethics Ordinance (“Ordinance”). On April 15, 2024, the Board sustained its finding of January 22, 2024, that there was probable cause to conclude that the Respondent violated the Ethics Ordinance, and that all available evidence at this stage in the proceeding, including the results of an investigation conducted by the Office of the Inspector General (“OIG”), and information provided to the Board by the Respondent through counsel shows that the Respondent violated §2-156-160(a)(1) of the Ordinance three (3) times, and advised Respondent of this finding. The parties agree to the following terms to resolve this matter:

RECITATION OF RELEVANT FACTS

- (1) Respondent is employed with the City’s Department of Aviation as a Foreman of Electrical Mechanics.
- (2) The Ordinance required Respondent to file a Statement of Financial Interests (“FIS”) with the Board in relevant years 2020, 2021 and 2023.
- (3) Respondent filed Statements of Financial Interest with the Board in relevant years on May 29, 2020, March 16, 2021, and April 17, 2023.

STATEMENT OF RELEVANT LAW

Municipal Code of Chicago (MCC) §2-156 Governmental Ethics

§2-156-160(a)(1) Contents of Statements.
Statements of financial interests shall contain the following information: (1) The name, address, and type of any professional, business or other organization (other than the City) in which the reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and from which any income in excess of \$1,000.00 was derived during the preceding calendar year...

BOARD CONCLUSIONS AND DETERMINATIONS

- (4) At its April 15, 2024 meeting, based on the evidence adduced in the record of this matter, including the investigative report issued by the OIG, and written statements made to the Board by Respondent, through his counsel, and pursuant to §2-156-385 of the Ordinance, the Board reached the following factual conclusion: that Respondent had secondary employment with Legend Construction ("Legend"), earning over \$1,000 in calendar years 2019, 2020, and 2022, and should have disclosed this pursuant to Ordinance on his FIS forms for years 2020, 2021, and 2023. He did not disclose this as required.
- (5) At its April 15, 2024 meeting, the Board sustained its preliminary findings, made at its January 22, 2024 meeting, that there is probable cause to conclude that the Respondent violated Ordinance §2-156-160(a)(1) three (3) times.
- (6) At no time relevant to this matter did Respondent seek confidential advice from the Board of Ethics regarding whether or not he needed to disclose his outside employment with Legend on his FIS forms.

TERMS OF THE SETTLEMENT AGREEMENT

The above fact recitation, statement of law and Board conclusions and determinations are incorporated into and made a part of this Agreement.

- (7) The parties agree to enter into this Agreement to resolve all factual and legal issues that arose in this matter and to reach a final disposition without the necessity of an evidentiary hearing, pursuant to §2-156-392 of the Ordinance, to determine whether the Respondent violated the Ordinance.
- (8) Respondent acknowledges that, from the record before it, the Board has determined that there is probable cause to conclude that Respondent failed to disclose his outside employment on his FIS forms for years 2020, 2021 and 2023 in violation of §2-156-160(a)(1) of the Ordinance and that, were the matter to proceed to an evidentiary hearing, pursuant to §2-156-392 of the Ordinance, the Board, based on the evidence presented to it to date, could make a final determination that he violated the Ordinance on these facts.
- (9) Respondent has at all times cooperated with the Board of Ethics on this matter.
- (10) Pursuant to §2-156-385(4)(i), the Board may seek to settle the matter by fine.
- (11) Pursuant to §2-156-465(b)(7) of the Ordinance, which was effective at the time his 2020 and 2021 FIS forms were filed, the maximum fine per each of these two (2) violations is \$5,000.00 per violation.
- (12) Pursuant to §2-156-465(b)(5) of the Ordinance, which was effective at the time his 2023 FIS form was submitted, the maximum fine for this one (1) violation is \$20,000 per violation.
- (13) The Board determined that it would be appropriate to seek to settle this matter by assessing a \$4,000 fine. Specifically, \$1,000 each for his 2020 and 2021 forms and \$2,000 for his 2023 form.

- (14) In recognition of the foregoing, Respondent agrees to pay a fine of \$1,000 to the Board within thirty (30) days of this Settlement Agreement being approved by the Board and an additional \$1,000 every ninety (90) days thereafter until the \$4,000 is paid in full, by money order, cashier's, or certified check, made payable to the "City of Chicago," and that, if the Board has not received such amount by that date, Respondent shall pay interest of nine percent (9%) per annum on the unpaid balance until paid-in-full; provided, however, that no interest shall be due and owing that is greater than provided for in 815 ILCS 205/4.
- (15) Respondent shall be in "default" if any payment is not delivered and received within five (5) days of any Due Date ("Default"). Upon any Default, Respondent shall be obligated to pay any remaining unpaid balance immediately.
- (16) Respondent acknowledges that this Agreement is a public and final resolution of the potential violations and recommendations made by the OIG in its investigative report as presented to and reviewed by the Board of Ethics in this matter. Respondent also acknowledges that the Board shall make this Agreement public, pursuant to §2-156-385(4), and, except as may be provided by applicable law, all writings or records with respect to the settlement agreement or its negotiations in the Board's possession will remain confidential.
- (17) Respondent confirms that he has entered into this Agreement freely, knowingly and intentionally, without coercion or duress; and, after having had the opportunity to be represented by an attorney of his choice, accepts all the terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board. Respondent confirms that he fully understands all the terms of this Agreement. The terms of this Agreement are contractual and not mere recitals. If any of the provisions of this Agreement shall be found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (18) Respondent understands and voluntarily waives his and his successors' behalf, any and all: (i) procedural rights under the City's Municipal Code, including a merits hearing pursuant to §2-156-392 of the Ethics Ordinance, or to subpoena witnesses to testify, confront and cross-examine all witnesses; and (ii) rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision or office of the State of Illinois or the United States, arising out of Respondent having failed to disclose his outside employment on his FIS forms as indicated above.
- (19) Respondent releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's enforcement and settlement of the violation described in the Agreement, and agrees not to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the sanction which is embodied in this Agreement, and the right to make any legal or equitable claim or to initiate legal proceedings of any kind against the Board, or any members or employees thereof, relating to or arising out of this Agreement or the matters recited herein.
- (20) At its May 13, 2024 meeting, the Board determined by a majority vote that it approves the Agreement, and the Board must execute and date the Agreement before the Agreement becomes effective.
- (21) Respondent agrees that failure to comply with the terms of this Agreement constitutes a breach of the Agreement and that the Board can proceed to a hearing on the merits or take any other action as permitted by law.

(22) In consideration of Respondent's full compliance with all of the terms pursuant to this Agreement, the Board waives any further penalties or fines against Respondent for any further proceedings arising out of the investigation and/or recommendations described in this Agreement.

(23) The Agreement contains the entire agreement between the Board and the Respondent, and it may not be modified unless the modified Agreement is re-executed and re-dated by both parties. This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

(24) This Agreement shall not be effective until all parties have affixed their signature below.

Dated as executed below:
FOR THE CITY OF CHICAGO BOARD OF ETHICS

SA Berlin
Steven I. Berlin, Executive Director

5-23-04
Date

William Conlon
William Conlon, Board Chair

05-23-2024
Date

FOR THE RESPONDENT

Patrick Lavelle
Patrick Lavelle, Respondent

5-17-24
Date

M. Angelucci
Margaret Angelucci, Counsel for the Respondent

5-22-24
Date