

**THE CITY OF CHICAGO  
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

**THE CITY OF CHICAGO BOARD OF  
ETHICS,**

**Petitioner,**

**v.**

**YAT FAN TAM,**

**Respondent.**

)  
)  
) **Case Docket No. 24IG024004**  
) **Ethics Board No. 24004.IG**

) **Hearing Officer Frank Lombardo**  
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**AGREEMENT**

This Agreement (“Agreement”) is made and entered into between the Chicago Board of Ethics (“Board”) and Yat Fan Tam (“Respondent”) pursuant to §2-156-385(4) of the Governmental Ethics Ordinance of the Chicago Municipal Code (“Ethics Ordinance”). At its April 15, 2024 meeting, the Board sustained its finding of February 27, 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 §2-156-142(c) (offering gifts) of the Ethics Ordinance. This violation is based on an investigation conducted by the OIG and received by the Board on May 13, 2024, which found that, on March 2, 2022, Respondent attempted to bribe City of Chicago Buildings inspector Derrick Jones, when the inspector did not pass an inspection of the property located at 267 West Alexander Street, Chicago, IL 60616. The evidence shows that Respondent stated to the inspector, “let me give you some money.” The inspector declined the attempted bribe. The Respondent was advised of this finding in a letter dated May 14, 2024. The parties agree to the following terms to resolve this matter:

**RECITATION OF RELEVANT FACTS**

- (1) On August 25, 2021, Respondent Tam was the owner of Tam’s Construction Design Company, which was a City licensed contractor from July 10, 2012 to March 2, 2022. Tam’s Construction Design is listed as the general contractor on permit application number 100829709, for work at 267 West Alexander Street.
- (2) On March 2, 2022, Chicago Buildings inspector Derrick Jones conducted an inspection of property located at 267 West Alexander Street, Chicago, IL 60616.
- (3) When inspecting the Alexander Street property, Respondent Tam approached the City inspector and directed him into an empty room inside the building and stated, “Let me give you some money.” The inspector declined the attempted bribe and immediately terminated the inspection.

## STATEMENT OF RELEVANT LAW

### **Governmental Ethics Ordinance §2-156, Municipal Code of Chicago (MCC)**

#### Section 2-156-142 Gifts and Other Favors

Section 2-156-142(a)(iii) provides, in pertinent part, that no city employee shall “accept any gift of cash, gift card or cash equivalent.” Municipal Code, §2-156-142(a). In turn, §2-156-142(c) provides, “No person shall offer, with intent to violate, or make a gift that violates, this section.” Municipal Code, §2-156-142(c).

### **BOARD CONCLUSIONS AND DETERMINATIONS**

- (4) At its May 2024 meeting, based on the evidence adduced in the record of this matter, including the investigative report issued by the OIG, and statements made to the Board by Respondent and pursuant to §2-156-385 of the Ordinance, the Board reached the following factual conclusions:
- a) On March 2, 2022, while Respondent was the owner of Tam’s Construction Design Company and was working on the property at 267 West Alexander Street, there was probable cause to believe that he attempted to bribe Chicago Building inspector Derrick Jones after during the final inspection of the Alexander property.
  - b) The attempted bribe consisted of Respondent approaching Jones and offering, “Let me give you some money.” The inspector declined the attempted bribe.
- (5) At its May 2024 meeting, the Board sustained its preliminary findings, made at its September 11, 2023 meeting, that there is probable cause to conclude that Respondent violated §2-156-142(c) of the Ethics Ordinance one (1) time as described in the foregoing paragraph and subparagraphs above.

### **TERMS OF THE AGREEMENT**

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

- (6) 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 Ethics Ordinance, to determine whether Respondent violated the Ethics Ordinance.
- (7) Respondent acknowledges that, from the record before it, the Board has determined that there is probable cause to conclude that Respondent bribed the City of Chicago Buildings inspector in violation of §2-156-142(c) of the Ethics Ordinance and that, were the matter to proceed to an evidentiary hearing, pursuant to §2-156-392 of the Ethics Ordinance, the Board, based on the evidence presented to it, could make a final determination that Respondent violated the Ethics Ordinance on these facts.

Respondent advised the Board that Respondent no longer works in the construction industry; that he was retiring at the end of July 2023 and was not selling Tam's Construction Design and would be closing the business; that he had never offered an inspector money before this incident; that the reason he did not follow the floor plan was due to the location of the windows in the kitchen; that it would cost him too much money to tear everything out of the kitchen area and redo the kitchen; that he knew it was wrong at the time to offer money to a City employee and also knew at the time it was illegal to offer money to a City employee.

- (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)(4), the Board has the authority to impose a fine between \$1,001.00 and \$5,000.00 for any single violation of §2-156-142. The Board determined that it would be appropriate to seek to settle this matter by assessing a \$5,000.00 fine against the Respondent.
- (12) In recognition of the foregoing, Respondent agrees to pay a fine of FIVE THOUSAND DOLLARS (\$5,000.00) as follows:
  - a) \$1,000 due immediately upon signing this Agreement by all parties via money order, cashier's, or certified check, made payable to the "City of Chicago," and delivered to 740 North Sedgwick Street, Suite 500, Chicago, IL 60654.
  - b) \$1,000 due each month thereafter on the thirtieth day anniversary of the initial payment ("Due Date"), payable and delivered in the same manner as in a) above, until the \$5,000 balance is paid in full.
  - c) 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.
  - d) After this Agreement is fully executed, the City of Chicago and/or Board of Ethics will timely move to dismiss any pending administrative proceeding relating to this matter and allegations herein.
  - e) 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).
  - f) 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.

- g) Respondent understands and voluntarily waives and assigns, on 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 bribed an inspector from the City's Department of Buildings.
- h) 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 compromise 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.
- i) Once executed by Respondent, the Board staff shall submit this Agreement to the Board at its next regularly scheduled meeting. The Board must determine by a majority vote that it approves the Agreement and the Board must execute and date the Agreement before the Agreement becomes effective.
- j) The parties agree that this Agreement shall become invalid if the Board refuses to approve it. Respondent acknowledges that if the Agreement is not approved or executed by the Board that the Board may seek to proceed to a hearing on the merits, pursuant to §2-156-392 of the Ethics Ordinance. Respondent further agrees that no member of the Board or its staff shall be disqualified from participating in any subsequent proceedings in this matter held pursuant to §2-156-392 of the Ethics Ordinance. If this Agreement is not approved by the Board, the parties agree that no statements or representations of any kind made in the course of negotiating this Agreement will be used by either party for the purpose of establishing liability at any future hearing or proceeding.
- k) 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.

- l) 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.
- m) 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.
- n) This Agreement shall not be effective until all parties have affixed their signature and dated below.

Dated as executed below:

**FOR THE CITY OF CHICAGO BOARD OF ETHICS**

*SK Berlin*

Steven I. Berlin, Executive Director

*1-13-25*

Date

*David Daskal*

David Daskal, Chair Pro-Tem

*1/13/25*

Date

**FOR THE RESPONDENT**

*Yat Fan Lam*

Yat Fan Lam, Respondent

*1/13/2025*

Date

*Colin Gage*

Colin Gage, Counsel for the Respondent

~~*1-13-25*~~ *1-16-25*

Date