

**THE CITY OF CHICAGO  
BOARD OF ETHICS**

In the Matter of: )  
)  
Lemuel Austin, )  
) Case No. 24015.IG  
Respondent )  
)

**AGREEMENT**

This Agreement is made and entered into between the Chicago Board of Ethics (“Board”) and Lemuel Austin (“Respondent”), an employee with the City’s Department of Streets and Sanitation, pursuant to §2-156-385(4) of the City of Chicago Governmental Ethics Ordinance (“Ordinance”). On September 30, 2024, the Board sustained its finding of July 15, 2024, that there was probable cause to conclude that the Respondent violated the 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 shows that the Respondent violated §2-156-130 (a) of the Ordinance two (2) 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 Streets and Sanitation (“DSS”) as an Assistant Commissioner.
- (2) The Ordinance prohibits City employees from supervising their relatives.
- (3) Respondent supervised his then sister-in-law, DSS Field Sanitation Investigator Sandra Jones from 2015-2021.
- (4) Respondent approved and signed two (2) merit increased for Jones – one on August 19, 2018 and another on June 7, 2021.

**STATEMENT OF RELEVANT LAW**

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

**§2-156-130. Employment of relatives or domestic partners.** (a) No official or employee shall employ or advocate for employment, in any city agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person who is (i) a relative or domestic partner of said official or employee...

**§2-156-010. (w) "Relative"** means a person who is related to an official, candidate for city office, or employee as spouse or as any of the following, whether by blood or by adoption: parent, child,

brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

### **BOARD CONCLUSIONS AND DETERMINATIONS**

- (4) At its July 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, and pursuant to §2-156-385 of the Ordinance, the Board reached the following factual conclusion: that Respondent supervised his then sister-in-law Sandra Jones and approved and signed two (2) merit increased for Jones – one on August 19, 2018 and another on June 7, 2021.
- (5) At its September 30, 2024 meeting, the Board sustained its preliminary findings, made at its July 15, 2024 meeting, that there is probable cause to conclude that the Respondent violated Ordinance §2-156-130(a) two (2) times.
- (6) At no time relevant to this matter did Respondent seek confidential advice from the Board of Ethics regarding supervising his then sister-in-law Sandra Jones.

### **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 supervised his then sister-in-law Sandra Jones and approved and signed two (2) merit increased for Jones – one on August 19, 2018 and another on June 7, 2021 in violation of §2-156-130(a) 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 the relevant Ordinance sections effective at the time of these violations, the maximum fine for the 2018 violation is \$2,000, and the maximum fine for the 2021 violation is \$5,000.00.

- (12) The Board determined that it would be appropriate to seek to settle this matter by assessing the maximum \$7,000 fine.
- (14) In recognition of the foregoing, Respondent agrees to pay \$1,000 to the Board within thirty (30) days of this Settlement Agreement being approved by the Board and an additional \$500 every thirty (30) days thereafter until the \$7,000 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 and declining that representation, 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 on 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 the Relevant Facts listed 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 October 21, 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 dated and affixed their signature below.

Dated as executed below:

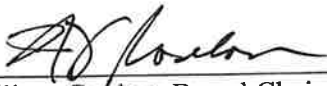
**FOR THE CITY OF CHICAGO BOARD OF ETHICS**



Steven I. Berlin, Executive Director

12.16.24

Date



William Conlon, Board Chair

12/10/24

Date

**FOR THE RESPONDENT**



Lemuel Austin, Respondent

1-8-25

Date