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IRIS Y. MARTINEZ
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Chancery Division Civil Cover Sheet
General Chancery Section

(12/01/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE JOINT CIVIC COMMITTEE OF ITALIAN AMERICANS
Plaintiff
v.
THE CHICAGO PARK DISTRICT, ET AL.
Defendant

Case No: _____

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

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| 0005 <input type="checkbox"/> Administrative Review | 0017 <input type="checkbox"/> Mandamus |
| 0001 <input type="checkbox"/> Class Action | 0018 <input type="checkbox"/> Ne Exeat |
| 0002 <input type="checkbox"/> Declaratory Judgment | 0019 <input type="checkbox"/> Partition |
| 0004 <input type="checkbox"/> Injunction | 0020 <input type="checkbox"/> Quiet Title |
| 0007 <input type="checkbox"/> General Chancery | 0021 <input type="checkbox"/> Quo Warranto |
| 0010 <input type="checkbox"/> Accounting | 0022 <input type="checkbox"/> Redemption Rights |
| 0011 <input type="checkbox"/> Arbitration | 0023 <input type="checkbox"/> Reformation of a Contract |
| 0012 <input type="checkbox"/> Certiorari | 0024 <input type="checkbox"/> Rescission of a Contract |
| 0013 <input type="checkbox"/> Dissolution of Corporation | 0025 <input checked="" type="checkbox"/> Specific Performance |
| 0014 <input type="checkbox"/> Dissolution of Partnership | 0026 <input type="checkbox"/> Trust Construction |
| 0015 <input type="checkbox"/> Equitable Lien | 0050 <input type="checkbox"/> Internet Take Down Action (Compromising Images) |
| 0016 <input type="checkbox"/> Interpleader | <input type="checkbox"/> Other (specify) _____ |

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Pro Se Only: I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

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Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE JOINT CIVIC COMMITTEE)	
OF ITALIAN AMERICANS,)	
Plaintiff,)	
v.)	No.
THE CHICAGO PARK DISTRICT (A Body Politic),)	
MICHAEL P. KELLY (General Superintendent and)	
CEO), AVIS LAVELLE (President), TIM KING (Vice)	
President), and DONALD J. EDWARD, DAVID A.)	
HELFAND, MARTIN L. KOLDYKE, JOSE M.)	
MUNOZ, and ASHLEY H. NETZKY,)	
(Members of the Board of Commissioners).)	
Defendants,)	
and)	
LORI E. LIGHTFOOT (Mayor of the City of Chicago),)	
and THE CITY OF CHICAGO (A Body Politic), as)	
Respondents in Discovery.)	

COMPLAINT FOR SPECIFIC PERFORMANCE AND OTHER RELIEF

NOW COMES the Plaintiff, THE JOINT CIVIC COMMITTEE OF ITALIAN AMERICANS (hereinafter the “JCCIA”), by and through its attorneys, ENRICO J. MIRABELLI, Esq., FRANK A. SOMMARIO, Esq., DION U. DAVI, Esq., and ANTHONY J. ONESTO, Esq., and complains against the Defendants, THE CHICAGO PARK DISTRICT (hereinafter the “District”), MICHAEL P. KELLY (in his capacity as the General Superintendent and CEO); and AVIS LAVELLE, TIM KING, DONALD J. EDWARD, DAVID A. HELFAND, MARTIN L. KOLDYKE, JOSE M. MUNOZ and ASHLEY H. NETZKY (in their capacities as Members of the Board of Commissioners) for specific performance, and pursuant to Section 5/2-402 of the Code of Civil Procedure of Illinois, does name LORI E. LIGHTFOOT (Mayor of the City of Chicago) and THE CITY OF CHICAGO as Respondents in Discovery. In support of said complaint and request, The JCCIA respectfully states as follows:

JURISDICTION

1. That the Joint Civic Committee of Italian Americans (“JCCIA”) is an Illinois charitable corporation in good standing with the State of Illinois and has its principle place of business in Cook County.

2. That the JCCIA is the successor in interest to the Columbus Statue Committee, as more fully set forth herein below.

3. That the Chicago Park District (“District”) is a body politic and an independent municipality that, pursuant to legislation passed by the Illinois General Assembly in 1933, became the singular body governing the then existing twenty-two (22), and current existing, park districts in the City of Chicago, County of Cook.

4. That Michael P. Kelly (in his capacity as General Superintendent and CEO), Avis LaVelle (in her capacity as President), Tim King (in his capacity as Vice President), and Donald J. Edward, David A. Helfand, Martin L. Koldyke, Jose M. Munoz, and Ashley H. Netzky (in their respective capacities as Members of the Board of Commissioners) are all members of the Chicago Park District Board and are agents of the Chicago Park District.

5. That Lori E. Lightfoot is currently serving as the elected Mayor of the City of Chicago since becoming duly elected on April 2, 2019.

6. That the City of Chicago is a body politic that was formally incorporated as a city on March 4, 1837.

7. That this Court has subject matter and personal jurisdiction over the issues contained herein and the parties, and venue is proper because the contract at issue was executed in, and concerns property located in, Cook County, Illinois.

RELEVANT FACTUAL BACKGROUND

8. That the JCCIA was established in 1952 and acts as the “umbrella organization” of over fifty (50) Italian civic, social, and athletic organizations in the City of Chicago.

9. That the Columbus Statue (hereinafter “Statue”) was first commissioned by Henry J. Furber, the owner of the Columbus Memorial Building, which was constructed prior to the commencement of the Columbian World’s Fair held in Chicago in 1892-93. The Statue adorned the entrance to the Columbus Memorial Building for over sixty (60) years.

10. That in 1958, when the Columbus Memorial Building was to be demolished, the owners of the building offered to donate the Statue and two (2) mosaic murals to the District in a letter written on June 26, 1958. A true and correct copy of the letter and the history of the Statue and building are attached hereto and incorporated herein as **Exhibit “A”**.

11. That on July 24, 1958, the District held a meeting in which it decided it “will take no initiative to acquire these works.” A true and correct copy of the pertinent part of the minutes of the meeting are attached hereto and incorporated herein as **Exhibit “B”**.

12. That in 1966, the Chairman of the City of Chicago, Department of Urban Renewal contacted Mr. Arthur L. Schultz of the District to inform him of plans to construct a Columbus Plaza. A true and correct copy of the letter and plaza plans are attached hereto and incorporated herein as **Exhibit “C”**.

13. That in May of 1966, the plans for Columbus Plaza were moving forward, and the City offered to sell two parcels of land to accommodate the Plaza and acknowledged it was working in conjunction with the Columbus Statue Committee with an anticipated completion of the Plaza and installation of the Statue by October of 1966. A true and correct copy of the letter dated May 13, 1966 is attached hereto and incorporated herein as **Exhibit “D”**.

14. That on October 12, 1966, the Columbus Plaza was completed and the Statue was placed upon the Plaza, where it remained for over fifty (50) years until on or about July 24, 2020. A true and correct copy of the dedication program is attached hereto and incorporated herein as **Exhibit “E”**.

15. That in July of 1973, Joseph Scoville, acting on behalf of Victor Arrigo, responded to a letter from Edmund L. Kelly of the District to a request for the Columbus Statue Committee to provide the District approximately Ten Thousand dollars (\$10,000.00) “for the upkeep of the Columbus statue in Vernon Park,” now known as the Victor Arrigo Park. A true and correct copy of Mr. Scoville’s letter is attached hereto and incorporated herein as **Exhibit “F”**.

16. That on August 8, 1973, Oscar O. D’Angelo, responding on behalf of the Columbus Statue Committee, proposed a contract between the Columbus Statue Committee and the District. A true and correct copy of Mr. D’Angelo’s letter is attached hereto and incorporated herein as **Exhibit “G”**.

17. That on August 25, 1973, Mr. Edmund L. Kelly submitted a recommendation to the Board of Commissioners of the District to accept the agreement prepared by Mr. D’Angelo in consideration of Ten Thousand Six Hundred Ninety-Five dollars and seventy-four cents (\$10,695.74). A true and correct copy of Mr. Kelly’s letter is attached hereto and incorporated herein as **Exhibit “H”**.

18. That on October 10, 1973, the Board of Commissioners of the District convened, and the Board duly approved the following order:

- a. “ORDERED, That authority be granted to execute an agreement with the Columbus Statue Committee whereby the Committee will transfer \$10,695.74 to the Park District for the purpose of maintaining *in perpetuity* the Columbus Statue and Plaza in Vernon Park.” (emphasis added).

19. That on the same day, October 10, 1973, the agreement between the District and the Columbus Statue Committee was executed and signed by Edmund L. Kelly, the General Superintendent of the District, by the President and Secretary of the District, and by Victor Arrigo and Oscar D'Angelo as legal counsel on behalf of the Columbus Statue Committee. A true and correct copy of the minutes of the approval of the Board of Commissioners and a copy of the agreement are attached hereto and incorporated herein as **Exhibits "I" and "J"** respectively.

20. That on July 24, 2020, the District caused and/or allowed the removal of the Statue from Victor Arrigo Park, which constitutes a substantial change to the Columbus Statue and the Columbus Plaza, and said removal was conducted without the District first obtaining approval from JCCIA, thereby violating the terms of the contract signed on October 10, 1973.

COUNT I:
COMPLAINT FOR SPECIFIC PERFORMANCE

1-20. The JCCIA restates and realleges the allegations set forth in Paragraph one (1) through Paragraph twenty (20) of this Complaint as if fully stated and alleged herein as Paragraph one (1) through twenty (20) of Count I.

21. That Paragraph two (2) of Exhibit "J", titled "Duty of the District to Maintain and Care for Columbus Plaza and Columbus Statue," states as follows:

- "2. Upon execution of this agreement, the DISTRICT will, *in perpetuity*,
- a. Maintain, keep and preserve, in good order, condition and repair and in the highest possible standards, the Plaza and Statue and all parts thereof and improvements thereto (including the grounds, concrete walls, lights, fountain and statue) (emphasis added);
 - b. Operate the fountain located in Columbus Plaza and have reasonable quantities of water running therein from 10:00 A.M. to 11:59 P.M., seven days a week, from April 1st to the Monday after the first Sunday in November or no later than the 10th of November of each and every calendar year; and
 - c. Obtain the approval, in writing, of the COMMITTEE before making any substantial change to Columbus Plaza or Columbus statue. If the COMMITTEE shall not be in existence then the approval of the Joint Civic Committee of the Italian Americans (the "JCCIA") shall be obtained prior to such change." (emphasis added) See **Exhibit "J"**.

22. That there exists a valid and enforceable contract between Plaintiff and Defendants in which Plaintiff paid Defendants the sum of Ten Thousand Six Hundred Ninety-Five dollars and seventy-four cents (\$10,695.74) in consideration for the perpetual maintenance, upkeep, and preservation of the Statue.

23. That Plaintiff performed their obligations under the contract by paying Defendants the \$10,695.74.

24. That by paying Defendants the \$10,695.74, there are no other obligations for the Plaintiff to perform pursuant to the contract.

25. That on or about July 24, 2020 the Statue was removed from Victor Arrigo Park, f/k/a Vernon Park.

26. That the removal of the Statue clearly constitutes a “substantial change” to the Columbus Statue and to the Columbus Plaza.

27. That the Columbus Statue Committee is no longer in existence, and thus any substantial change to the Columbus Statue or the Columbus Plaza must first be approved by the JCCIA. *See Exhibit “J”*.

28. That the removal of the Statue was conducted without the District first obtaining approval of the JCCIA.

29. That the removal of the Statue interfered with the District’s obligations to uphold the District’s obligations to the JCCIA, which are due and owing in perpetuity.

30. That Defendants breached their contract with Plaintiffs by failing to maintain, keep, and preserve the Columbus Statue and the Columbus Plaza in perpetuity and further failed to obtain the approval of the JCCIA before substantially changing the Columbus Plaza by virtue of the removal of the Columbus Statue.

31. That Defendants' breach has resulted in an injury to the Plaintiff in that it violated the express terms of the agreement.

WHEREFORE, the Plaintiff, THE JOINT CIVIC COMMITTEE OF ITALIAN AMERICANS ("JCCIA") respectfully requests the following relief:

A. That this Honorable Court find the Defendants breached their contract with the Plaintiff by failing to maintain, keep, and preserve the Statue and Columbus Plaza in perpetuity, as per the terms of the contract and/or making a substantial change to the Columbus Plaza without first obtaining the approval of the JCCIA;

B. That this Court Order the Defendants to specifically perform their obligations under the contract by overseeing, arranging, and paying for the return and display of the Columbus Statue to Columbus Plaza;

C. That this Court Order the Defendants to continue to fulfill their perpetual obligations of maintaining, keeping, and preserving the Statue after the Statue has been returned to display in Columbus Plaza;

D. That this Court Order the Defendants to pay the Plaintiff's attorney's fees, if any, and costs incurred in connection with seeking Defendants' compliance and specific performance with the contract; and

E. For any such other and further relief as this Honorable Court deems equitable and just under the facts and circumstances of this case.

COUNT II:
RESPONDENTS IN DISCOVERY

1-20. The JCCIA restates and realleges the allegations set forth in Paragraph one (1) through Paragraph twenty (20) of this Complaint as if fully stated and alleged herein as Paragraph one (1) through twenty (20) of Count II.

21. That upon information and belief, agents for the City of Chicago, at the direction of Mayor Lori E. Lightfoot, removed the Columbus Statue from Columbus Plaza as identified above in this complaint.

22. That upon information and belief, the City of Chicago is currently in possession of the Columbus Statue which is identified above and is the subject matter of this complaint.

23. That upon information and belief, Mayor Lori E. Lightfoot, and/or unknown agents of the City of Chicago, possess documentation which may include, but not be limited to, work orders, time sheets, billing records, receipts, emails, texts or other documents or communications between the City of Chicago, the Chicago Park District, or independent contractors during the time period up to and including the date the Columbus Statue was removed from Columbus Plaza on or about July 24, 2020.

24. That upon information and belief, Mayor Lori E. Lightfoot, and/or unknown agents of the City of Chicago, possess documentation which may include, but not be limited to, work orders, time sheets, billing records, receipts, emails, texts or other documents or communications between the City of Chicago, the Chicago Park District, or independent contractors during the time period from the date the Columbus Statue was removed from Columbus Plaza on or about July 24, 2020 until present date, including but not limited to, the current whereabouts of the Columbus Statue.

25. That the information sought by the Plaintiff is essential to the determination of whether or not other parties should be named as additional defendants in this complaint.

WHEREFORE, the Plaintiff, THE JOINT CIVIC COMMITTEE OF ITALIAN AMERICANS (the “JCCIA”) respectfully requests the following relief:

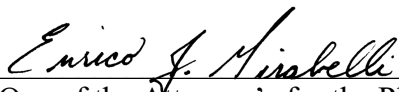
A. That this Honorable Court name Mayor Lori E. Lightfoot and the City of Chicago as Respondents in Discovery;

B. That this Court grant Plaintiff leave to issue discovery upon Mayor Lori E. Lightfoot and the City of Chicago pursuant to applicable Supreme Court Rules;

C. That this Court Order Mayor Lori E. Lightfoot and the City of Chicago to timely respond to any and all discovery requests issued by the Plaintiff in this matter; and

D. For any such other and further relief as this Honorable Court deems equitable and just under the facts and circumstances of this case.

Respectfully submitted,


One of the Attorney’s for the Plaintiff

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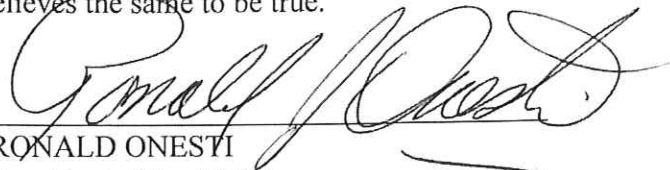
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.


RONALD ONESTI
President of the JCCIA

DATED: July 20, 2021

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