



City of Chicago



O2023-1304

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 3/15/2023

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Lease agreement with Joyner Real Estate LLC for Suite 102 at 217 E Monros St, Springfield, Illinois with common building facilities, for use as City legislative staff office space

Committee(s) Assignment: Committee on Housing and Real Estate

HSG



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

March 15, 2023

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of a lease agreement with Joyner Real Estate, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Joyner Real Estate, LLC, an Illinois limited liability company ("Landlord"), is the owner of the real property commonly known as 217 E. Monroe Street, Springfield, Illinois, which is improved with a two-story office building (the "Building"); and

WHEREAS, Landlord is marketing, Suite 102 of the Building as available for lease, which suite contains approximately 1,840 rentable square feet (the "Premises"); and

WHEREAS, the City desires to lease the Premises for use as office space for the City's legislative staff in Springfield, Illinois, and has determined that the Premises is suitable for the City's use; **now, therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Assets, Information and Services or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for the Premises, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT 1
Form of Lease
[Attached]

OFFICE LEASE

This Lease Agreement ("Lease"), dated on or as of _____, 20__, is made by and between Joyner Real Estate, LLC (hereinafter referred to as "Landlord"), and City of Chicago (hereinafter referred to as "Tenant").

RECITALS

Whereas, Landlord is the owner of that certain building situated at and located on the property commonly known as 217 E. Monroe Street, Springfield, Illinois; and

Whereas, Tenant wishes to lease from Landlord approximately 1,840 sq. ft. of space in the Building (as defined in Section 1.2 below), as depicted in Exhibit A attached hereto;

Now, therefore, for and in consideration of the rents, covenants, agreements, and stipulations herein contained and to be paid, kept, and performed by the parties hereto, all of which each party respectively agrees constitutes adequate and sufficient consideration received at or before the execution hereof, the parties agree as follows:

1. Premises and Other Definitions

In addition to any other terms whose definitions are fixed and defined by this Lease, unless the context otherwise specifies or required, the following defined terms shall have the meanings herein specified:

- 1.1. "Premises" shall mean Suite 102 of the Building, which is outlined on the floor plans attached hereto as Exhibit A and encompasses approximately 1,840 sq. ft. of leasable space.
- 1.2. "Building" shall mean the building which is located at 217 E. Monroe Street, Springfield, Illinois 62704.
- 1.3. "Common Building Facilities" shall mean all the common facilities in or around the Building designed and intended for use by tenants in the Building in common with Landlord and each other, including but not limited to, hallways, elevator, fire stairs, exit signs, telephone and electric closets, mechanical closets, structural component, exterior walls and windows, heating, ventilation and air conditioning systems, plumbing, electrical and other mechanical systems, security systems, life safety systems, ductwork, aisles, walkways, truck docks, plazas, courts, restrooms, service areas, lobbies, landscaped areas, and all other common and service areas of the real property and the Building intended for such use. The Building contains illuminated exit signs, emergency lights, fire strobes, fire alarm, and stair wells.

2. Lease of Premises

- 2.1. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease, for the Term (as defined in Section 4.1 below) and at the rent hereinafter stated, the Premises. This Lease includes the right of Tenant to use the Common Building Facilities in common with Landlord and other tenants in the Building, other than those Common Building

Facilities intended solely for use of another tenant by virtue of being located on a floor wholly occupied by a single tenant other than Tenant.

3. Rent and Security Deposit

- 3.1. Rent. Tenant shall pay to Landlord at the address specified in this lease for the giving of notices to Landlord, as annual rent during the Term the following:

\$1,840.00 per Month

The rent shall increase at a rate of three percent (3.0%) each year on the anniversary of the first day of the initial Term (the "Lease Commencement Date," which is set forth in Section 4.1 below). The Lease shall be on a gross basis, inclusive of utilities, HVAC service, nightly janitorial service, maintenance/repair, landscaping, snow removal, real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, etc.

The rent shall be paid in equal monthly installments in advance on the first of every calendar month during the remainder of the Term. Rent shall be prorated on a per diem basis if the Lease Commencement Date is not the first day of the month or if the Term of this Lease shall be terminated on any day other than the last day of the month. Landlord understands that Tenant's budget office does not provide funding until mid-February, and Tenant shall be granted until March 1 of a given calendar year to pay January and February rent without being deemed in default of its obligation to pay rent.

- 3.2. Security Deposit: None.

4. Term, Assignment, and Subletting

- 4.1. Term. The term of the Lease (the "Term") shall commence at 12:01 a.m. on the date on which Landlord tenders possession of the Premises to Tenant [i.e., _____, 2023] (the "Lease Commencement Date"), and terminate at 12:00 midnight on December 31, 2024, unless sooner terminated or extended pursuant to the terms hereof.

- 4.2. Removal of Tenants Personal Property. Upon termination of the Term, Tenant shall remove from the Premises all of its personal property and shall peaceably surrender such Premises and the keys thereto to Landlord in as good order and condition as when delivered to Tenant, excepting ordinary wear and tear, repairs required to be made by Landlord, damage by vandalism, fire, the elements and casualty, and damage due to any other cause or happening not occasioned by the willful act or negligence of Tenant.

- 4.3. Holding Over. Following the expiration of the initial Term or any Renewal Term (as defined in Section 4.5 below), the rent shall equal 105% of the last month's rent for the first three (3) months of the holdover period and 125% of the last month's rent thereafter.

- 4.4. Assignment and Subletting. The Tenant shall neither assign this Lease nor sublet the Premises without the Landlord's prior written consent; provided, however, when such proposed assignment or sublet is to another governmental entity, Landlord's consent will not be unreasonably withheld or delayed. In the event this Lease is assigned or the

Premises sublet by Tenant, and the assignee or subtenant defaults and fails to cure such default within the applicable grace period contained herein, the Tenant shall have the right to receive possession of the Premises by curing the assignee's or subtenant's default within a reasonable time after Landlord's delivery to Tenant of notice of assignee's or subtenant's default and failure to cure. In the event this Lease is assigned or sublet and the sub Tenant or assignee fails to perform, the original Tenant remains liable for all terms of the Lease for the remainder of the Term.

- 4.5. **Renewal Options:** Following the initial Term, and provided Tenant delivers Landlord with three (3) months advance written notice, Tenant shall have the right to renew the Lease for up to four (4) periods of one (1) year each (each, a "Renewal Term").
- 4.6. **Tenant Termination.** Due to Tenant's limited authority to enter into leases without City Council approval, Tenant shall have the right to terminate this Lease 180 days after the Lease Commencement Date solely in the event that continuation of the Term is not approved by the City Council or such approval does not become effective prior to the expiration of such 180 days. Tenant shall diligently pursue City Council approval. In the event of termination by Tenant pursuant to this Section 4.6, Tenant's sole obligation to Landlord shall be the payment of Rent for the initial 180 days of the Term.

5. Preparation, Maintenance and Repair of Premises

- 5.1. **Early Access.** Tenant shall have access to the Premises fourteen (14) business days prior to the Lease Commencement Date for installation of furniture, fixtures, equipment, cabling/wiring, security, and move-related requirements, so long as no beneficial occupancy occurs. Access shall be coordinated with Landlord.
- 5.2. **Repairs by Landlord.** The space is being leased in "broom clean" condition.
- 5.3. **Tenant's Care.** Prior or after the Lease Commencement, Tenant, at Tenant's sole cost, may make alterations or improvements. Landlord's consent shall not be required for interior cosmetic alterations to the Premises. Tenant will take care of Premises and the fixtures and appurtenances therein and will suffer no active or permissive waste or injury thereof. Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant. If Tenant does not repair any injury or damage as required herein, Landlord may perform such repairs at Tenant's expense, subject to Tenant's prior written approval.
- 5.4. **Landlord's Care.** Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant: (a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental entities, which may be applicable to the Premises or to the use or manner of use of the Premises; and (b) not contain any environmentally hazardous materials. Landlord shall provide and maintain fire extinguishers in the Premises at all times, as required by code. Landlord shall be responsible for any and all Building structural defects during the Term and any Renewal Term. Landlord shall maintain the Building and the Common Building Facilities consistent with other Class A properties in the Springfield, Illinois area. Landlord shall ensure that the Common Building Facilities and the Premises comply with all applicable laws regarding accessibility standards for persons with disabilities or

environmentally limited persons, including the Americans with Disabilities Act (ADA) and any other applicable code-related requirements. Tenant acknowledges that the Building is not sprinkled. Landlord shall ensure there is water service to the Premises and shall provide a hot water heater for supplying hot water to the Premises. Landlord shall maintain plumbing in a good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant.

- 5.5. **Damage and Destruction.** If the Premises is damaged by fire, the elements, casualty, war, insurrection, riot, public disorder, or any cause or happening as to be substantially destroyed, then this Lease shall cease and come to an end, and any unearned rent paid in advance by Tenant shall be refunded to it. In the case of only partial damage or destruction of the Premises or of other portions of the Building containing the Premises, the Premises or other portions of said Building shall be restored promptly by the Landlord to the previous condition and a just proportion of the rent herein reserved, according to the extent to which they have been rendered untenable, shall abate until the said premises shall have been so restored and put in proper condition for use and occupancy, and a just proportion of any rent paid in advance by the Tenant shall be refunded to it. If Landlord shall for any reason fail to restore Premises or other portions of said Building within one hundred twenty (120) days of damage or destruction, Tenant may cancel and terminate this Lease upon giving five (5) days' notice in the manner herein provided and be relieved of all liability hereunder arising subsequent to the aforesaid damage to said Premises or other portions of said Building, and a just proportion of any rent paid in advance by the Tenant shall be refunded to Tenant.
- 5.6. **Condemnation.** In the event the Premises taken or condemned for a temporary or permanent public or quasi-public use so as to interfere with Tenant's use, Tenant may at its option terminate this Lease and, in such event, any unearned rent paid in advance shall be returned to Tenant. Any compensation or damages paid due to such condemnation or taking shall be paid to the Landlord and the Tenant has no rights or claim thereto,
- 5.7. **Landlord's Right to Enter Premises.** The Landlord may during the Term and any Renewal Term upon reasonable advance written notice to Tenant (except in emergencies) and at all reasonable times enter to view the Premises and make repairs or replacements as required by this Lease or as may be necessary for the Premises or any adjoining space; provided, however, that the Landlord shall use all reasonable effort not to disturb Tenant's use and occupancy of the Premises.
- 5.8. **Prospective Tenants.** Within ninety (90) days prior to the expiration of the Term or any Renewal Term, Landlord may enter the Premises with advance oral notice to Tenant at reasonable hours to exhibit same to prospective purchasers.

6. Use and Services

- 6.1. **Permitted Use.** General office and any other lawful purpose as permitted by applicable zoning. Normal working hours shall mean the hours of 7:00 a.m. through 6:00 p.m. on Monday through Friday and the hours of 7:00 a.m. through 1:00 p.m. on Saturdays, and no hours on legal holidays and Sundays. Tenant shall have access to the building 24 hours a day, 365 days a year, by means of a key or other access device to the main lobby of the building to be provided to Tenant by Landlord.

6.2. **Continuous Use.** Tenant shall have the right to "go dark" for any reason for any length of time, as long as Tenant continues to pay rent and is not otherwise in default.

7. **Compliance with Laws.** The Landlord covenants and agrees that the possession of the Premises will be delivered to the Tenant upon the Lease Commencement Date in good condition, free from all tenancies and occupancies, and free from all orders, notices and violations filed or entered by any public or quasi-public authority, and free from complaints or reports of violations, noted or existing in or filed with any Federal, State, County, Municipal, Borough, or any other local authority. If any such orders, notices or violations are filed during the Term or any Renewal Term, the Landlord will comply therewith, or will cause such orders, notices or violations to be vacated unless they are occasioned by a use of the Premises not authorized herein.

8. Insurance

8.1. **Landlord Insurance.** Landlord shall procure and maintain at all times, at Landlord's expense, during the Term and any Renewal Term, the insurance coverages and requirements specified in Exhibit B attached hereto and incorporated here, insuring all of Landlord's operations conducted in or about the Premises related to this Lease.

8.2. **Tenant's Insurance.** Tenant is self-insured for its liability exposure and shall remain self-insured throughout the Term and any Renewal Term. Tenant will provide Landlord a letter of self-insurance upon request.

9. **Indemnification.** Tenant hereby agrees that it shall indemnify and hold harmless the Landlord from any loss, damage, claims, cost of defense or other liabilities which may arise solely from the negligence of the Tenant, its employees or agents. Landlord also agrees that it shall indemnify and hold harmless the Tenant from any loss, damage, claims, cost of defense or other liabilities which may arise solely from the negligence of the Landlord, its employees or agents. Each agrees to promptly notify the other of any circumstances which may give rise to such loss, damage, claim or other liability, and to cooperate with the other, or with any insurance carrier which may be involved on behalf of the other.

10. Default.

10.1. Landlord shall have the right to terminate this Lease if:

- A. Tenant does not pay rent in accordance with the terms of Section 2.1 and such failure to pay rent continues for more than thirty (30) days following Tenant's receipt of written notice from Landlord;
- B. Tenant shall neglect or fail to perform or observe any of the covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant written notice specifying such neglect or failure (or within such additional period, if any, as may be responsibly required to cure such default if it is of such nature that it cannot be cured within said thirty (30) day period); or
- C. This Lease or Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or

subject to any attachment at the instance of any creditor of or claimant against Tenant, and said attachment shall not be discharged or disposed of within thirty (30) days after the levy thereof; or

D. Tenant shall vacate or abandon the Premises, or fail to operate Tenant's business in the Premises for more than thirty (30) days.

10.2. No termination or repossession pursuant to Section 10.1 shall relieve Tenant of its liability and obligations under this Lease, all of which shall survive such termination or repossession. Landlord shall use commercially reasonable efforts to relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord, in Landlord's reasonable discretion, shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such re-letting; provided however, Landlord shall use commercially reasonable efforts to mitigate damages. In the event of a lawsuit arising from a dispute arising from a termination pursuant to this Section 10.1, the prevailing party in such lawsuit shall be entitled to recover its attorneys' fees, to the extent determined by a court of competent jurisdiction. Notwithstanding any other provision hereof, Landlord shall not be required to give any notice under this section more than twice during any one calendar year during the Term or any Renewal Term and, in the event of default by Tenant more than twice during any one calendar year during the term hereof, Landlord shall at its option have the right to exercise any remedies available to it for default of Tenant without affording Tenant the opportunity to cure such default.

10.3. No payment by Tenant or receipt by Landlord of any amount less than the monthly rent reserved in this Lease, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of the rent. The failure of Landlord to insist, in any one or more instance upon a strict performance of any of the covenants of this Lease shall not be a waiver or a relinquishment for the future, of such covenant, but such covenant shall continue and remain in full force and effect. The receipt by Landlord of rent shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have made unless in writing and signed by Landlord. The delivery of the keys to the Premises to Landlord shall not operate as a termination of this Lease or as surrender thereof.

10.4. If Landlord defaults in the performance of any provision of this Lease, Tenant shall provide Landlord written notice thereof and Landlord shall have thirty (30) days in which to cure said default, which thirty (30) day period shall be extended, but not to exceed one hundred twenty (120) days in the aggregate, so long as Landlord is diligently pursuing cure thereof. Tenant shall have the right to terminate the Lease if Landlord does not timely cure such default(s). Tenant shall not be liable for any Rent that would have accrued after the date of such termination, and has the right to seek damages; provided however, Tenant shall use commercially reasonable efforts to mitigate damages. In the event of a lawsuit arising from a termination pursuant to this Section 10.4, the prevailing party in such lawsuit shall be entitled to the recovery of its attorneys' fees, to the extent determined by a court of competent jurisdiction.

10.5. To the fullest extent permitted by applicable law, each party agrees not to assert, and hereby waives, in any legal action or other proceeding, any claim against the other party, on any theory of liability, for special, indirect, consequential, special, exemplary or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Lease.

11. Real Estate Taxes and Operating Expenses. There shall be no additional pass-through expenses to the Tenant during the Term or any Renewal Term. Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises.

12. No Estate in Land. Tenant has only a lease under this Lease, not subject to levy or sale, and no estate shall pass out of Landlord.

13. Liens. Tenant shall keep the Premises and the Building free from any liens or claims of lien arising out of work performed, materials furnished or obligations incurred by, for or at the instance of Tenant, its assignees or subtenants. Should any such lien or claim of lien be filed or recorded, Tenant shall bond against or discharge the same within thirty (30) days after written request of Landlord; provided that the Tenant shall have the right to contest the validity of any lien or claim if the Tenant shall first have posted a bond to insure that upon final determination of the validity of such lien or claim the Tenant shall immediately pay any judgment rendered against it with all proper cost and charges, and shall have such lien released without cost to the Landlord.

14. Estoppel Certificates. Tenant shall from time to time and upon twenty (20) days' prior written request by Landlord or by a holder of a deed of trust, mortgage or deed to secure debt on the Building ("Mortgagee"), execute, acknowledge and deliver, in recordable form, to Landlord or, as Landlord may direct, to a Mortgagee, as the case may be, a written statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) the date of commencement of this Lease, the dates to which annual rent, additional rent and other charges have been paid, that Tenant is in possession of the Premises paying the full lease rent, that no rent payments have been made in advance except as stated in the Lease, and whether, to the best knowledge of Tenant's representative executing the statement, Landlord is in default hereunder (and if so, specifying the nature of the default and the steps, if any, being taken to cure same), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any person dealing with Landlord with respect to Landlord's interest in the Premises; provided, that if and when such first mortgage is placed, the first mortgagee shall agree for itself and for every subsequent holder or owner of the mortgage and for any receiver or purchaser of the Premises in the event of foreclosure, Tenant's quiet possession of the Premises will not be disturbed on account of said mortgage or by reason of anything done thereunder so long as Tenant pays the rent and keeps the other covenants on its part to be performed.

15. Miscellaneous Provisions

15.1. **Address and Notices.** Except for legal process which may also be served as provided by law or as provided below, all notices required or desired to be given with respect to this lease shall be in writing and shall be deemed to be given to and received by the party intended to receive such notice when hand delivered or three (3) days after

such notice shall have been deposited, postage prepaid, to the United States mail, certified, return receipt requested, properly addresses to the addresses specified below. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

Landlord's Address for Notices:

Joyner Real Estate, LLC
4003 Yucan Drive
Springfield, IL 62711

Tenant's Address for Notices:

City of Chicago
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602
Attn: Deputy Commissioner - Bureau of Asset Management

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel,
Real Estate and Land Use Division

- 15.2. Entire Agreement and Exhibits. This Lease constitutes and contains the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representation or agreement between parties and affecting the Premises shall have legal effect. The content of each and every exhibit which is referenced in this Lease as being attached hereto is incorporated unto this Lease as fully as if set forth in the body of this Lease.
- 15.3. Severability. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.
- 15.4. Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 15.5. Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns, subject, however, in the case of Tenant, to the provisions of Paragraph 4.4 hereof.
- 15.6. Applicable Law. The laws of the state of Illinois, without regard to its choice of laws principles, shall govern the interpretation, validity, performance, and enforcement of this Lease.

- 15.7. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant. Provided, however, that such amendment(s) shall not serve to extend the Term or any Renewal Term, except as set forth in Section 4.5, nor serve to otherwise materially alter the essential provisions contained herein. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.
- 15.8. Force Majeure. Landlord and Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any materials or services, acts of God, or any other cause not within the reasonable control of the parties.
- 15.9. Signage. Tenant shall have the right to affix to front window graphics related to the City of Chicago, at Tenant's sole cost, which the Landlord shall review and approve.
- 15.10. Rules and regulations. [Intentionally omitted]
- 15.11. Special Stipulations. Landlord shall not have the right to relocate Tenant. There is no ground lease. Landlord shall use commercially reasonable efforts to provide Tenant with an acceptable no-disturbance agreement from all superior right holders of the building and/or land. All parties shall keep all information regarding this potential real estate transaction confidential. Blake Pryor, Coldwell Banker Commercial Devonshire Realty ("CBCDR") exclusively represents the Landlord and Hugh Murphy of Jones Lang LaSalle Brokerage, Inc. ("JLL") is representing the Tenant. Both parties agree no other brokers are involved in this transaction. CBCDR shall cooperate with JLL per a separate agreement.
- 15.12. Tenant-Required Provisions. Landlord covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in Exhibit C attached hereto are incorporated here by this reference.
- 15.13. Governing law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.
- 15.14. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.
- 15.15. Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.
- 15.16. Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

- 15.17. No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
- 15.18. Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.
- 15.19. Subordination and Attornment. This Lease shall be subject and subordinate to the lien of any first mortgage hereafter placed on the Premises and Tenant agrees to execute and deliver within ten (10) days of written request, in confirmation of such subordination, such further instruments as shall be required by any mortgagee or proposed first mortgagee. Provided, that if and when such first mortgage is placed, the first mortgagee shall agree for itself and for every subsequent holder or owner of the mortgage and for any receiver or purchaser of the Premises in the event of foreclosure, Tenant's quiet possession of the Premises will not be disturbed on account of said mortgage or by reason of anything done thereunder so long as Tenant pays the rent and keeps the other covenants on its part to be performed.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first set forth above.

LANDLORD: Joyner Real Estate, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

TENANT: City of Chicago,
an Illinois municipal corporation

BY: DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

APPROVED: _____

By: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:
BY: THE DEPARTMENT OF LAW

By: _____
Senior Counsel

Exhibit A

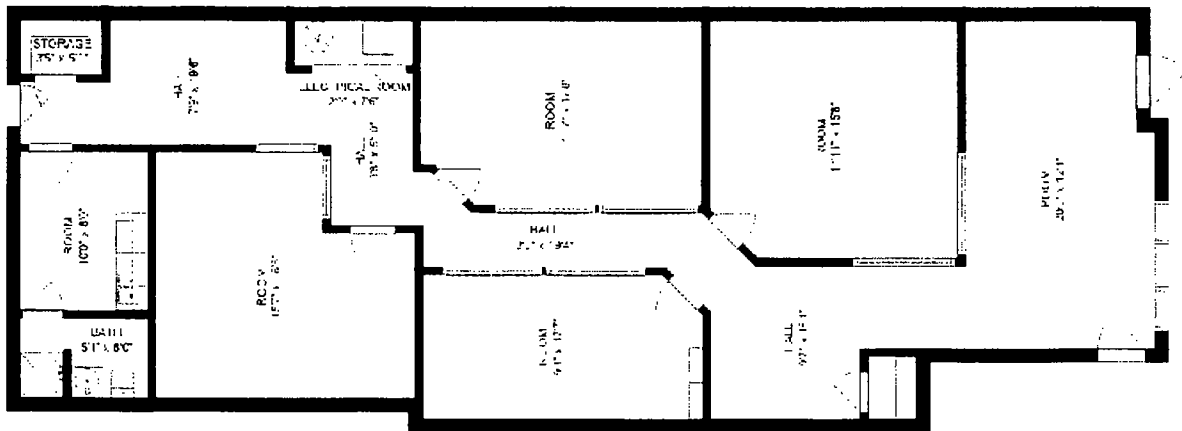
Depiction of the Premises

LINCOLN BUILDING



COLDWELL BANKER
COMMERCIAL
DEVONSHIRE
REALTY

SUITE 102 FLOOR PLAN



COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY
Springfield, IL
217-547-9630

  
CBCDR.COM

Exhibit B
Landlord's insurance

1. Insurance. The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all of Landlord's operations conducted in or about the Premises related to this Lease.

The kinds and amounts of insurance required are as follows:

(a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

(b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the Lease.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

2. Other Terms of Insurance. The Landlord will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, 2 North LaSalle Street, Suite 200, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Landlord shall submit evidence on insurance prior to Lease execution. The receipt of any certificates does not constitute agreement by the Tenant that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the Tenant. The Landlord shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified

herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Tenant retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Tenant in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the Lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute to insurance provided by the Landlord under the lease. Tenant expressly understands and agrees that any coverages maintained by Landlord do not insure Tenant improvements in the Premises nor its interest in any of its personal property and trade fixtures located on or within the Premises, including, without limitation, its office furniture, equipment and supplies.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Office of Risk Management maintains the right to reasonably modify, delete, alter or change these requirements, as long as they do not exceed, or are more stringent, than the above requirements.

Exhibit C

Tenant-Required Provisions

1. Conflict of Interest and Governmental Ethics.

(a) Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty to Comply with Governmental Ethics Ordinance. The City and Landlord shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships. Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic

partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to the Mayor's political fundraising committee (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Landlord, or the date Landlord approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Landlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (ii) neither party is married; and
- (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (v) two of the following four conditions exist for the partners:
 - (1) The partners have been residing together for at least 12 months.
 - (2) The partners have common or joint ownership of a residence.
 - (3) The partners have at least two of the following arrangements:
 - (A) joint ownership of a motor vehicle;
 - (B) joint credit account;
 - (C) a joint checking account;
 - (D) a lease for a residence identifying both domestic partners as tenants.
 - (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, Landlord warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Landlord's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now

or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect Landlord's eligibility for future contract awards.

6. Failure to Maintain Eligibility to Do Business with the City. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation with Office of Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois): Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire any individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landlord.

(c) Landlord will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Landlord by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head

of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by OIG Hiring Oversight.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 180822

Date of This Filing: 02/02/2023 01:45 PM

Certificate Printed on: 02/02/2023

Original Filing Date: 02/02/2023 01:45 PM

Disclosing Party: Joyner Real Estate LLC

Title: Manager

Filed by: Mr. Courtney K Joyner

Matter: Real estate lease at 217 E Monroe Suite
204 Springfield II 62701

Applicant: Joyner Real Estate LLC

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 180822

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Joyner Real Estate LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

4003 Yucan Dr
Springfield, IL 62711-6459
United States

C. Telephone:

217-522-1836

Fax:

Email:

corkyjoyner@aol.com

D. Name of contact person:

Mr. Courtney K Joyner

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Real estate lease at 217 E Monroe Suite 204 Springfield Il 62701

G. Which City agency or department is requesting this EDS?

DEPT OF ASSETS, INFORMATION AND SERVICES

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Title: Member

Officer: Mr. Courtney K Joyner

Role: Officer

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who directly or indirectly control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Mr. Courtney K Joyner

Title: Manager Member

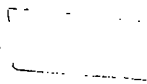
1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Mr. Courtney K Joyner - 

Owner Details

Name	Business Address
Mr. Courtney K Joyner	4003 Yucan Dr Springfield Springfield, IL United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Delano Law Office
Anticipated/Retained:	Retained
Business Address:	1 SE Old State Capital Plaza Springfield, IL 62701 United States
Relationship:	Attorney
Fees (\$\$ or %):	\$300
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as

well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an

Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands

that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or 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, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 02/02/2023

Mr. Courtney K Joyner

Manager

Joyner Real Estate LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.