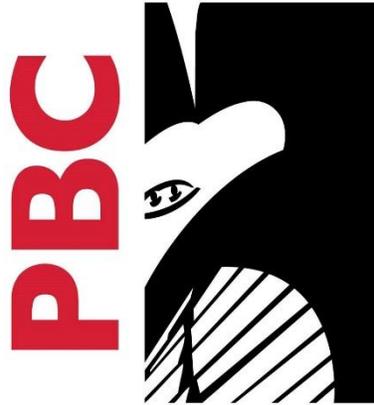


# Public Building Commission of Chicago



## Meeting Minutes

OCTOBER 13, 2022

2:00 PM

Annual Meeting of the  
Board of Commissioners of the  
Public Building Commission of Chicago  
Over a Virtual Platform with  
Limited In Person Attendance  
At the Richard J. Daley Center

## Board of Commissioners

Lori E. Lightfoot, Chairman

Olga Camargo

Joyce Chapman

Kimberly DuBuclet

James F. Ellis, Jr.

Myetie H. Hamilton

Jose G. Maldonado, Jr.

Toni Preckwinkle

Arnold Randall

Samuel Wm. Sax

David Todd Whittley

**PUBLIC BUILDING COMMISSION OF CHICAGO  
MINUTES OF THE ANNUAL MEETING OF THE  
BOARD OF COMMISSIONERS HELD OVER A  
VIRTUAL PLATFORM WITH LIMITED IN PERSON ATTENDANCE  
AT THE RICHARD J. DALEY CENTER  
ON OCTOBER 13, 2022 AT 2:00 P.M.**

**The following Commissioners were present:**

Chairman Lori E. Lightfoot  
Olga Camargo  
Joyce Chapman  
Kimberly Du Buclet  
James Ellis, Jr.  
Jose G. Maldonado, Jr.  
Arnold Randall  
Samuel Wm. Sax  
David Todd Whittley – 10

**Attendees present were:**

Carina E. Sánchez

J.	Beatty	I.	Hansen	T.	Foucher-Weekley
J.	Borkman	T.	Jonas	M.	Witry
L.	Giderof	L.	Lypson	B.	Zator
R.	Giderof	L.	Neal		

The meeting was called to order by Chairman Lightfoot, and the presence of a quorum was established.

Following the roll call, a public participation period was conducted pursuant to Section 2.06(g) of the Open Meetings Act. There were no speakers who had previously registered to provide comments under the guidelines established by Resolution No. 7611 approved by the Board of Commissioners on January 11, 2011.

Next, Chairman Lightfoot presented to the Board for consideration of approval the minutes of the Regular Board Meeting held on September 13, 2022. The reading of said minutes, which

had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the September 13, 2022 board meeting were unanimously approved.

The next item on the agenda was the administration of the Oath of Office to Arnold Randall, appointee of the Forest Preserve District of Cook County, as a Commissioner of the Public Building Commission for a term ending on September 30, 2027. The Oath of Office was administered to Arnold Randall for a term ending September 30, 2027 by Chairman Lightfoot. Upon motion duly made and seconded, the following resolution was adopted:

**RESOLUTION NO. 8650**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission does hereby accept the appointment of Arnold Randall, appointee of the Forest Preserve District of Cook County, as a Commissioner of the Public Building Commission for a term ending on September 30, 2027.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,  
James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Samuel Wm. Sax  
and David Todd Whittley – 9

**Commissioners voting in the negative:**

None

The next item on the agenda was the nomination and election of the Chairman and Officers of the Public Building Commission of Chicago for terms ending September 30, 2023. Upon motion duly made and seconded, the following officers were unanimously elected:

Chairman	Mayor Lori E. Lightfoot
Secretary	Mary Pat Witry
Assistant Secretary	George Marquisos
Treasurer	Arnold Randall
Assistant Treasurer	Tanya Foucher-Weekley

The next item on the agenda was a report by Commissioner Maldonado regarding the Administrative Operations (AO) Committee virtual meeting held on October 12, 2022. The AO Committee report is summarized as follows:

The Executive Director reported on a bid opening for Contract 1603 – the Works Progress Administration (WPA) Street Reconstruction (Medill Avenue) Project. The Executive Director also reported on the updated PBC Employee Handbook. The handbook has been updated and is being reissued to include changes to align with Illinois law and Chicago and Cook County Ordinances and to incorporate changes with new and amended employment related laws.

The Executive Director also provided an introduction for the proposed 2023 PBC Administrative Budget and the Richard J. Daley Center Operating and Capital Budget. The Director of Finance then gave a detailed analysis of the budgets.

The Director of Procurement reported on eight (8) task order awards for Specialty Consultant Services to previously appointed firms. Seven awards are to Minority, Women or Minority and Women Business Enterprise firms.

The Director of Procurement reported on a recommendation to approve an amendment for IT Services for Server Migration and Maintenance Services to Synapse.

The Chief Development Officer reported that one Field Order was issued and is under the reporting threshold.

The AO Committee accepted the recommendations and reports from the PBC representatives.

A copy of the PBC Employee Handbook is attached hereto as **Exhibit "A."**

A copy of the Task Order Report is attached hereto as **Exhibit "B"**.

Following consideration of the AO Committee report and upon motion duly made and seconded, the following Resolution was adopted by the Board of Commissioners:

**RESOLUTION NO. 8651**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission hereby approves the amendment to the professional services agreement for the services and Project as indicated on the document entitled, "Proposed Amendment to the Administrative Operations Committee" and attached to the minutes of this meeting as **Exhibit "C"**.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,  
James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Arnold Randall,  
Samuel Wm. Sax and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

The next item on the agenda was a presentation by Executive Director Sánchez regarding regular reports, development status and other matters. She expressed appreciation to Commissioner Randall for his continued service to the Public Building Commission. She noted that Commissioner Randall has provided leadership to the Public Building Commission since his appointment in 2011.

The Executive Director advised the Commissioners that PBC has partnered with two assist agencies – HIRE360 and the Chicago Cook Workforce Partnership – to spur minority and women job seeker participation in PBC’s construction or renovation projects. PBC, HIRE360 and the Chicago Cook Workforce Partnership has targeted information on our respective websites where contractors can enter position details and be connected directly with pre-screened qualified candidates. Both partnering agencies will assist career seekers with placement into trade unions and the necessary vocational training/resources to connect construction employers to a skilled talent pipeline.

In addition, to further support PBC’s commitment to providing residents who live in the community with opportunities to work on the projects being built in their community, the PBC hosted Community Hiring sessions in various Chicago neighborhoods, including Little Village, Budlong Woods and Archer Heights. These sessions afforded opportunities for all interested and

qualified candidates to apply for employment positions on active as well as upcoming PBC projects.

In connection with PBC's continued efforts to work with chambers of commerce and not-for-profit agencies that represent the interest of small, minority- and/or women-owned businesses, Ray Giderof, PBC's Chief Development Officer, recently participated in Hispanic American Construction Industry Association's (HACIA) panel discussion focused on designing and building vertical construction. During this discussion Ray had the opportunity to update professional service industry providers on programs, procedures and upcoming PBC opportunities.

Finally, the Executive Director advised that she was honored to join Mayor Lightfoot at an event to commemorate Hispanic Heritage Month and to celebrate the histories, cultures, and contributions of Latinos American and acknowledge the many contributions Latinos have made to Chicago and our nation.

Following discussion and comment, the Executive Director's report was accepted.

The next item on the agenda was consideration of approval of the Public Building Commission's 2023 Administrative Budget. The Executive Director noted that she has extensively illustrated the dire financial situation of the Public Building Commission since becoming Executive Director. She has implemented cost savings and efficiencies to align the organizational structure in order to sustain financial soundness, but the point has been reached where no amount of cost savings will financially support the organization without additional work. She noted that the main source of revenue for the Public Building Commission is a three percent project administrative fee from the construction budget of Work-In-Place ("WIP"). Current WIP stems from projects in the final stages of construction and/or which were undertaken in 2019.

The Executive Director then presented various graphs which demonstrated the drastic decrease in the WIP over a six-year period. From 2019-2020, the WIP was \$224M and \$251M, respectively, largely due to work from the 2019 CPS Capital Improvement Program. In 2021, PBC's actual WIP drastically decreased to \$95M, and the projected WIP for 2022 and 2023 is \$103M and \$111M, respectively. She also noted that the work assigned to PBC by AIS has increased but, other than the Kenwood High School Project assigned at the previous board meeting, no additional undertakings have been assigned to PBC by CPS and other sister agencies in 2022. She reported that the reserves were established by PBC for 2017-2019 to maintain a stable resource flow; however, as noted in 2021, it was necessary to use the PBC surplus to offset the deficient 2022 budgeted expenses. Since only \$14.9M WIP has been undertaken thus far in 2022, the Executive Director projected that the surplus would be exhausted by the end of 2022.

The Executive Director then presented an overview of the 2023 PBC Administrative Budget, which is summarized as follows: Total 2023 projected resources -- \$6,982,136; Administrative Fees -- \$5,176,436; Reimbursables -- \$1,805,700 (project management time of \$1,050,000/MB \$755,700); and total administrative expenses budgeted for 2023 -- \$8,257,514. She noted that the proposed 2023 administrative expenses had an overall decrease of 2%, or \$204,735 from the 2022 budget. Based upon the proposed budget, it was projected that the 2023 Administrative Expenses would exceed resources by \$1.5M.

In summary, the Executive Director advised that the projected budget deficit would have a devastating effect on the Public Building Commission and critically damage the diverse local workforce/business opportunities for MBE/WBE firms that were nurtured in the delivery of construction and professional services – an area in which the PBC has excelled. She further noted that the Public Building Commission is a non-taxing body that has controlled its expenses and is

at its smallest staffing levels in ten years, but that the organization would not be able to sustain itself past the budget year of 2023 without additional project administrative fees generated from the construction budgets of Work-In-Place. Finally, the Executive Director indicated that she looked forward to working with the members of the Board of Commissioners to help identify additional projects for 2022 and beyond so that the organization could continue to effectively deliver high quality facilities on behalf of its clients.

Chairman Lightfoot provided additional comments regarding the sobering assessment of the Public Building Commission that was presented by the Executive Director. She noted that additional projects were necessary to build a pipeline so that the Public Building Commission will be able to continue to assist minority and female-owned firms that rely upon the agency to generate revenues. Further, it was stated that there was no way forward for the Commission to sustain itself other than to undertake additional work on behalf of various agencies and requested that Commissioners work with their respective agencies to assign projects to the Public Building Commission. Both the Executive Director and the Chairman extolled the dedicated, experienced skill set and talent of the Public Building Commission's staff, and the transparency of the agency.

Following discussion, and upon motion duly made and seconded, the following Resolution was adopted:

**RESOLUTION NO. 8652**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission hereby approves the Public Building Commission of Chicago's 2023 Administrative Budget, as set forth on **Exhibit "D"**, a copy of which is attached to the minutes of this meeting and incorporated herein by reference.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,

James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Arnold Randall,  
Samuel Wm. Sax and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

The next item on the agenda was consideration of approval of the proposed Richard J. Daley Center 2023 Operating and Capital Budget as developed by MB Real Estate, the Property Manager for the Daley Center. The Executive Director advised the Commissioners that the Daley Center's total 2023 Operating Expense budget is \$19,902,064, which reflects an increase of 1.30% over the 2022 budget. The increase is due primarily to increases in utility expenses stemming from enhanced operations of the building's mechanical system, and annual increases to union cleaning, security, and engineering services. She noted that COVID-19 mitigation efforts including elevated levels of cleaning and disinfection that began in 2021 are projected to continue through 2023, representing \$710,000 of the projected increase in operating expenses. The Executive Director also advised the Commissioners that the Daley Center's Capital Improvement Plan for 2023 totals \$3,792,000, which represents a \$258,000 decrease over the 2022 Capital Improvement Plan budget. The 2023 Capital Improvement Plan includes projects such as chiller isolation valve installations, lobby lighting conversion to LED, building security enhancements and the design and installation of electric vehicle charging stations.

Special appreciation was expressed by the Executive Director to the PBC Finance team, led by Tanya Foucher-Weekley, and MB Real Estate for their hard work on compiling the proposed 2023 budgets for the Public Building Commission Administrative Expenses and the Richard J. Daley Center, respectively.

Following discussion, upon motion duly made and seconded, the following resolution was passed:

**RESOLUTION NO. 8653**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission hereby approves the Richard J. Daley Center 2023 Operating and Capital Budgets, as set forth on **Exhibit “E”**, a copy of which is attached to the minutes of this meeting and incorporated herein by reference

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,  
James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Arnold Randall,  
Samuel Wm. Sax and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

The next item on the agenda was a Formulation Request from the Board of Education for the FY23 New Near South High School (the “Project”). The Executive Director advised the Commissioners that the Board of Education approved a resolution on September 28, 2022, requesting that the Public Building Commission provide Formulation Services for planning, pre-design, and design services, along with required management services, for the Project. The budget identified by the Chicago Public Schools (“CPS”) for the Project is \$5,000,000. CPS will coordinate all funding sources and requirements for the Project, including but not limited to Capital and/or TIF funds. Upon motion duly made and seconded, the following Resolution was adopted:

**RESOLUTION NO. 8654**

**BE IT HEREBY RESOLVED** that the Board of Commissioners hereby approves the Formulation Request from the Board of Education for the FY23 New Near South High School Project for the budgeted amount of \$5,000,000.

**BE IT FURTHER RESOLVED** that the Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such action and to execute such documents, upon approval as to form and legality as may be approved by Legal Counsel, as may be necessary and appropriate in order to effectuate this Resolution.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,  
James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Arnold Randall,  
Samuel Wm. Sax and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

Finally, the Commissioners were presented with consideration of approval to award Contract C1603 for the Works Progress Administration (WPA) Street Reconstruction on West Medill Avenue between North Oak Park Avenue and North Normandy Avenue. The authority for this Project is included in the PBC/CDOT IGA approved at the March 16, 2021, Board Meeting. Three (3) sealed bids were received from duly pre-qualified contractors deemed eligible to bid as a result of the bid solicitation. Upon motion duly made and seconded, the following resolution was adopted:

**RESOLUTION NO. 8655**

**WHEREAS**, pursuant to bid solicitations from duly pre-qualified general construction firms, the Public Building Commission of Chicago received the following bids for Contract No. C1603, Works Progress Administration (WPA) Street Reconstruction (Medill Avenue) Project, copies of which bids and contract documents are on file with the Commission:

<u>BIDDER</u>	<u>BASE BID</u>	<u>AWARD CRITERIA FIGURE</u>
Sumit Construction Co., Inc.	\$1,471,092.50	\$1,388,711.32
Pan-Oceanic Engineering Co., Inc.	\$1,554,356.82	\$1,450,992.09
MQ Sewer & Water Contractors, Inc. dba MQ Construction Co.	\$1,505,818.50	\$1,421,492.66

**WHEREAS**, the bid of Sumit Construction Company, Inc. was the lowest responsible bid meeting the technical specifications received by the Commission for the furnishing and performance of the work; and

**WHEREAS**, as a part of its bid proposal, Sumit Construction Company, Inc. has advised the Commission that the surety on the performance and payment bond to be supplied in the form set forth in the contract documents will be Travelers Casualty and Surety Company of America, corporate surety, authorized to do business under the laws of the State of Illinois; and

**WHEREAS**, the staff of the Commission has recommended that Contract No. C1603 be awarded to Sumit Construction Company, Inc. and that Travelers Casualty and Surety Company of America, the proposed surety on the performance and payment bond, be accepted and approved by the Commission.

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby awards to Sumit Construction Company, Inc. Contract No. C1603 Works Progress Administration (WPA) Street Reconstruction (Medill Avenue) Project, pursuant to the terms thereof for the total contract price of \$1,471,092.50, and authorizes and directs the appropriate officers of the Public Building Commission of Chicago to take such action as may be required or advisable in order to consummate the award and to execute the contract.

**BE IT FURTHER RESOLVED** that the Public Building Commission of Chicago does hereby approve a payment and performance bond to be supplied in the form set forth in the contract documents comprising Contract No. C1603, subject to the completion and delivery to the Commission of said form of bond by Sumit Construction Company, Inc. and Travelers Casualty and Surety Company of America, as surety, in the principal amount of \$1,471,092.50 and the Chairman is hereby authorized and directed to signify approval by the Commission of the fully executed bond.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, Kimberly DuBuclet,  
James F. Ellis, Jr., Jose G. Maldonado, Jr.,  
Toni Preckwinkle, Arnold Randall,  
Samuel Wm. Sax and David Todd Whittley – 10

**Commissioners voting in the negative:**

None

There being no further business to come before the Board of Commissioners, the meeting was adjourned.

\_\_\_\_\_  
Secretary

APPROVED:

\_\_\_\_\_  
Chairman



**PUBLIC BUILDING  
COMMISSION** of Chicago

**EMPLOYEE HANDBOOK**

Revised: October 13, 2022

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## Welcome to Public Building Commission of Chicago

Welcome to the Public Building Commission Team! You have an opportunity to make a great contribution to the communities of the City of Chicago and we sincerely hope that you will find your employment at the Public Building Commission (“PBC”) to be a professionally rewarding experience. You have joined an organization that has established an outstanding reputation for quality.

I believe that each employee contributes directly to our growth and success, and I hope you will take great pride in being a member of the PBC team.

This Employee Handbook should provide answers to most of the questions you may have about our benefit programs and policies. You are responsible for reading and understanding this Employee Handbook. If anything is unclear, please discuss the matter with the Deputy Director of Operations and Administration Representative or with your supervisor.

I extend to you my personal best wishes for your success and happiness at the Public Building Commission of Chicago.

Sincerely,

A handwritten signature in black ink, reading "Carina Sánchez". The signature is fluid and cursive, with the first name "Carina" written in a larger, more prominent script than the last name "Sánchez".

Carina E. Sánchez  
Executive Director

**CONTRACT DISCLAIMER**

It is important to understand that you are employed in an “at will” employment relationship, which means that either you or the PBC can end your employment at any time, with or without cause or notice, for any reason or no reason at all. Please understand that no supervisor, manager, employee, or representative of the PBC except for the Executive Director of the PBC, has the authority to enter into any agreement with any individual for employment for any specified period of time, or to make any promises or commitments of any kind regarding the terms and conditions of employment for any employee, and then, only in writing and signed by the Executive Director of the PBC.

**The information contained in this handbook does not, and is not intended to, create a contract for employment, benefits, or compensation, and does not create any express or implied contractual rights.** The policies of the PBC may be altered, amended, or discontinued by the PBC at any time without prior notice to employees. If there are errors or information subject to interpretation, the PBC may interpret, change, or correct that information at its discretion. This Handbook is not an exhaustive list of every workplace rule and policy, but rather a guide to employees on commonly raised questions. Although we have tried to draft this Handbook with as much attention to detail as possible, some information pertaining to the PBC’s policies or procedures may have been omitted.

The PBC complies with all applicable federal, state, and local laws. If any policy stated in this Handbook conflicts with any applicable law, the law generally applies. It is your responsibility to read, understand, and comply with this Handbook. If there is any item that you do not understand, please request clarification from your supervisor or the Deputy Director of Operations and Administration. This Handbook supersedes all previous handbooks, manuals, policies, letters, memoranda, or understandings that may have been issued on subjects contained in this handbook. If there is an inconsistency between the Employee Handbook and a specific policy or plan document, then the most current version of the policy or plan document will prevail.

After completing your review of this Handbook, please sign the acknowledgment at the end of the handbook and return the signed copy to the Deputy Director of Operations and Administration. The signed acknowledgment form will be placed in your employee personnel file. This Handbook is the property of the PBC. If you leave the employment of the PBC, this Handbook must be returned to Deputy Director of Operations and Administration.

Nothing in this Handbook shall restrict employees’ rights to engage in protected concerted activity as permitted by the National Labor Relations Act.

## **ABOUT THE PUBLIC BUILDING COMMISSION OF CHICAGO**

The Public Building Commission of Chicago ("PBC") is an independent agency created in 1955 to oversee the construction and renovation of municipal buildings, facilities, and infrastructure. The PBC can manage every aspect of project development, from land acquisition, through planning, design, and construction.

The Commission is empowered to select and designate sites or areas to be acquired and improved, to acquire fee simple title to real property in order to improve it, to construct public buildings and facilities and to employ engineers, architects, legal and financial experts, and administrative staff to carry out its purposes. It may also enter into intergovernmental agreements with a variety of public agencies to accomplish their respective governmental objectives.

The first building project undertaken by the PBC was the Chicago Civic Center and plaza, which was completed in 1966. The next year, the famous Picasso sculpture was added to the plaza, and in 1976, the building was renamed in honor of the late Richard J. Daley.

The PBC serves as the development agent on behalf of the City of Chicago, the Chicago Park District, the Chicago Public Schools, the City Colleges of Chicago, and the County of Cook to develop or modernize police stations, firehouses, libraries, parks, schools, and administrative sites across the entire metropolitan area.

The PBC's design, development, and project management capabilities touch the lives of all Chicagoans in every community. Quality public facilities help build strong neighborhoods but also create an economic impact on a community through job creation. Our projects, combined with the direct economic impact they have had on our communities, underscore the true role of public development in making our city and county better places to live and work.

## **PBC MISSION AND VISION STATEMENTS**

**Mission** - The Public Building Commission is committed to client service and strong stewardship of public resources. The PBC plans, designs and builds facilities that reflect the highest standards of environmental and economic sustainability.

**Vision** - The vision of the Public Building Commission is a built environment in which function, beauty and sustainability are inherent to every community; where physical surroundings inspire and support achievement of the individual goals of those who live, work, and visit Chicago and Cook County; and, where people gather to share the common values that truly build our communities.

## **1. EMPLOYMENT-RELATED POLICIES**

### **1.1 EMPLOYMENT AT-WILL**

It is important to understand that your employment with the PBC is “at-will,” which means that either you or the PBC can end your employment at any time, with or without notice for any reason or for no reason at all.

Nothing in this Handbook is to be construed as a guarantee of employment, benefits, or compensation. No Supervisor, Manager, Employee, or representative of the PBC, other than the Executive Director, has the authority to alter the “at-will” status of employment, and then, only in writing signed by the Executive Director and the individual employee.

### **1.2 EQUAL EMPLOYMENT OPPORTUNITIES**

The PBC is proud to be an Equal Employment Opportunity Employer. It is the PBC’s policy to afford equal employment opportunities for all employees regardless of race, color, religion, sex, marital status, sexual orientation, gender-related identity, national origin, citizenship status, work authorization status, age, pregnancy, military status, genetic information, disability, arrest record or any other status protected by federal, state, or local law.

This policy of Equal Employment applies to all aspects of the employment relationship, including but not limited to hiring promotion, training, transfer, compensation and benefits, termination, and all other conditions and privileges of employment.

An Employee who has a complaint or concern regarding employment discrimination or harassment based on any protected status should follow the PBC’s complaint procedure set forth in the Anti-Discrimination/Anti-Harassment policy below.

### **1.3 PBC IS AGAINST WORKPLACE HARASSMENT AND DISCRIMINATION POLICY/COMPLAINT PROCEDURE**

The Public Building Commission of Chicago (“PBC”) has a strict policy against all types of workplace discrimination and harassment, including sexual harassment and other forms of workplace discrimination and/or harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest or conviction record (unless otherwise authorized by law), credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, unfavorable discharge from military service, work authorization status, or any other status protected by federal, state, or local laws.

The Chicago Human Rights Ordinance defines sexual orientation as “a person’s actual or perceived sexual and emotional attraction, or lack thereof, to another person”. All forms of harassment of, or by, employees, non-employees including contractors and consultants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

**Sexual Harassment**

*Sexual harassment is illegal in Chicago by the definition as it appears in Section 6010-020.*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
- Submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.
- Sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of acts that may be considered sexual harassment:

- Repeated, unwelcome sexually suggestive comments, gestures, e-mails, or pictures.
- Unwelcome requests for sexual favors in exchange for an employment benefit such as a raise or promotion.
- Subtle or direct threats that a sexual or personal relationship is required for employment, promotion, or other favorable treatment in the workplace.
- Sexual innuendo and other vocal activity such as catcalls or whistles.
- Repeated requests for dates after being informed that interest is unwelcome.
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency.
- Any unwanted physical touching or assaults or blocking or impeding movements.

*The PBC will not tolerate such unlawful harassment or discrimination of an employee or any individual working with the PBC whether engaged in by another employee, manager, client, volunteer, or vendor of the PBC, or anyone else with whom the employee comes in contact as a result of working for the PBC.*

*Sexual harassment can occur in the workplace which includes but is not limited to the PBC facilities, work sites, vehicles, and equipment or while on work-related travel. Such unlawful conduct may also occur outside the workplace and even outside of work hours, such as a social event (including but not limited to a co-worker's wedding, or at a bar or restaurant after the workday. All such sexual harassment is prohibited by the PBC.*

**Other Harassment**

Harassment is any unwelcome conduct on the basis of an individual age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, order of protection status, citizenship status, employment status, arrest or conviction record (unless otherwise authorized by law), credit history, crime victim status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, unfavorable discharge from military service, work authorization status, or any other status protected by federal, state, or local laws, that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile,

or offensive working environment. An individual's work environment is not limited to the physical location where an individual is assigned to perform work duties.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment on protected basis other than sex:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories.
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### **Reporting Discrimination and Harassment**

The PBC has an Open-Door policy which means that any employee who feels harassed or discriminated against is required to immediately and personally report the harassment and/or discrimination to any one of the following:

- Deputy Director of Operations and Administration
- A Manager or Supervisor
- The Executive Director of the PBC

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor, manager or Deputy Director of Operations and Administration.

The PBC prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

The PBC will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit and/or there are policy violations. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy to the extent possible in conducting a proper investigation.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and/ or termination of employment. If the PBC determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment.

As necessary, the PBC may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the PBC will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Training**

All employees are required to participate in annual sexual harassment training in accordance with Illinois and Chicago law.

**Resolution Outside the PBC**

The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, you have the right to file a complaint with the government agencies listed below.

**ADMINISTRATIVE CONTACTS FOR COMPLAINTS****Illinois Department of Human Rights (IDHR)**

*Chicago Office:*  
555 W. Monroe Street  
Suite 700  
Chicago, IL 60601  
312-814-6200  
TTY: 866-740-3953  
Fax: 312-814-6251

**Chicago Commission on Human Relations**

740 N. Sedgwick  
4th Floor  
Chicago, IL 60654  
312-744-4111  
[cchr@cityofchicago.org](mailto:cchr@cityofchicago.org)

**United States Equal Employment Opportunity Commission (EEOC)**

*Chicago District Office:*  
John C. Kluczynski Federal Building  
230 S. Dearborn Street  
Chicago, IL 60604  
Filing of Private Sector Charges:  
Suite 1866  
312-872-9744  
TTY: 866-740-3953  
Fax: 312-588-1260

**1.4 ANTI-RETALIATION**

The PBC is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of discrimination or harassment in the workplace. If you feel that you are being retaliated against you should immediately contact one of the individuals listed above. In addition, if you observe retaliation by another employee, supervisor, manager, or non-employee, please report the incident immediately.

Any employee found to be responsible for violating this policy may be subject to appropriate disciplinary action, up to and/or including termination of employment at the sole discretion of the PBC. Moreover, any employee who ignores potential violations of this policy may be subject to appropriate disciplinary action, up to and/or including termination.

The PBC will not retaliate against a victim of sexual harassment or sexual misconduct for requesting leave or a reasonable accommodation regardless of whether the request was granted.

In addition to having a duty to cooperate with an investigation of sexual harassment, employees who have information about or who witness an act of harassment against an employee, are required to report all information to the PBC.

**1.5 AMERICANS WITH DISABILITIES ACT POLICY**

The PBC is committed to complying with any applicable law, including the Illinois Human Rights Act, and the Americans with Disabilities Act and providing equal employment opportunities to otherwise qualified individuals with disabilities, who can perform the essential functions of the job, which may include providing reasonable accommodation where appropriate and supported by medical documentation.

Upon request of the employee, the PBC will make every effort to provide a reasonable accommodation if necessary and will require medical documentation of the disability and the specific accommodation requested. In general, it is the individual's responsibility to notify their supervisor and/or Deputy Director of Operations and Administration of the need for accommodation, the type of accommodation requested, and to provide medical documentation.

Once the PBC is aware of the request for an accommodation, the PBC will engage in an interactive process to identify possible accommodations that will enable the applicant or employee to perform the essential functions of the job. The individual's supervisor or manager may ask them for input regarding the type of accommodation they believe may be necessary or the functional limitations caused by their disability. In addition, when appropriate, the PBC may need the employee's written permission to obtain additional information from their physician or other medical or rehabilitation professionals or the PBC may require medical documentation.

The PBC complies with applicable law, and prohibits discrimination, harassment, and/or retaliation against disabled employees and applicants.

## **1.6 ACCOMMODATIONS FOR NURSING MOTHERS**

In accordance with federal and any applicable state law, the PBC will provide reasonable paid break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has a need to express milk. The PBC will provide a private place that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The break time may run concurrently with any break time already provided to the employee.

## **1.7 PREGNANCY AND CHILDBIRTH**

The Illinois Pregnancy Accommodation Act ("Act") amends the Illinois Human Rights Act and is a state law that prohibits employers from discriminating and/or retaliating against a covered individual on the basis of pregnancy, as defined by the Act. It is the policy of the PBC to comply with all applicable provisions of the Act and to act in accordance with regulations and guidance issued by the Illinois Department of Human Rights.

It is the PBC's policy to afford equal employment opportunities for all employees and/or applicants regardless of pregnancy, which is generally defined to include employees (or applicants) who are pregnant, have recently given birth, or who have a medical or common condition related to pregnancy or childbirth. This policy of equal employment opportunity, non-discrimination, and non-retaliation applies to all aspects of the employment relationship, including but not limited to hiring, promotion, training, transfer, compensation and benefits, termination, and all other conditions and privileges of employment.

If an employee (or applicant) feels there is a need for an accommodation(s) during pregnancy, the employee should inform her supervisor and Deputy Director of Operations and Administration. Although an employee is not required to accept an accommodation(s) she did not request and she chooses to decline, examples of reasonable accommodations may include: breaks for restroom use or hydration, or periodic rest; use of private non-bathroom space for expressing breast milk; seating; assistance with manual labor; light duty; a temporary transfer to a less strenuous or hazardous position; providing an accessible worksite; acquiring or modifying equipment; job restructuring; a modified work schedule; appropriate adjustment or modification of examinations, training materials, or policies; reassignment to a vacant position; and time off/leave of absence. Employees are eligible for a medical leave of absence for the birth of a child in accordance with the PBC's medical leave of absence policy and sick leave policy.

In response to an employee's (or applicant's) request for an accommodation(s), the PBC will engage in a timely, good faith and meaningful exchange to determine an effective reasonable

accommodation(s), if necessary, in accordance with the Act and/or any other applicable state or federal law. The employee's supervisor and/or Deputy Director of Operations and Administration may ask an employee (or applicant) for her input on the type of accommodation(s) she believes may be necessary, the functional limitations caused by her pregnancy, and medical documentation to justify the requested accommodation, a description of the reasonable accommodation(s) medically advisable, the date the reasonable accommodation(s) became medically advisable, and/or the probable duration of the reasonable accommodation(s). Employees (or applicants) requesting an accommodation(s) must submit to the PBC any requested medical documentation, in accordance with the Act.

In addition, when appropriate, the PBC may need the employee's (or applicant's) written permission to obtain additional information from her treating physician. Once the proper documentation is obtained, the PBC will evaluate an individual's ability to perform the functions of the jobs held or desired. Any questions regarding this policy should be directed to the Deputy Director of Operations and Administration.

## **1.8 OPEN-DOOR POLICY**

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate supervisor, and as appropriate, consult with any member of management toward those ends. Misunderstanding or conflicts can arise in any organization.

To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents will resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or to the PBC, discussion with your immediate supervisor is encouraged.

Concerns or complaints related to employment discrimination and harassment should be made or raised in accordance with the complaint procedure set forth in the PBC's Anti-Discrimination and Anti-Harassment policy.

## **1.9 INTRODUCTORY PERIOD / NEW EMPLOYEES**

Full-time and part-time employees newly hired are subject to a 120-day evaluation or introductory period to verify skills, capabilities, and suitability for the PBC. Likewise, this gives new employees the opportunity to evaluate the PBC as a place to work.

Successful completion of the introductory period does not change your employment at-will status. Either the employee or the PBC may end the employment relationship at-will at any time during or after the introductory period, with or without cause or notice.

The PBC may extend the introductory period for additional time at its discretion. Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification and continue their employment as an "at-will" employee.

During the introductory period, full-time employees may be eligible for certain PBC provided benefits, subject to the terms and conditions of each benefit program and any employee contribution requirements. Employees should read the information for each specific benefits program for the details on eligibility requirements. In the event of a discrepancy, the plan documents will prevail.

The PBC reserves its right to amend or discontinue any benefit and/or contribution amounts at its discretion.

## **1.10 COMPLIANCE WITH FEDERAL LAW**

Nothing in this Handbook is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

## **1.11 IMMIGRATION LAW COMPLIANCE**

The PBC complies with the Immigration Reform and Control Act of 1986 and all other related state and federal guidelines and is committed to employing only those individuals who are authorized to work in the United States. Accordingly, as a condition of employment, all employees are required to provide original documents verifying the right to work in the United States within three days of employment

## **1.12 EMPLOYEE INFORMATION / PERSONNEL FILES**

The PBC maintains up-to-date personnel files on all employees. It is important to keep your records accurate because this information is used for benefits administration, notification in case of emergency, etc.

Contact your supervisor and the Deputy Director of Operations and Administration if there are any changes in the following:

- Name, Home address
- Telephone number (home/cell)
- Email address
- Emergency contact
- Marital status
- Number of dependents
- Emergency telephone number and whom to notify in case of emergency
- Change of beneficiary
- Authorized payroll deductions
- Additional education and special training courses

## **1.13 PERFORMANCE EVALUATIONS**

*For purposes of this handbook "Performance Evaluation" is defined as an appraisal of an employee's performance over an established timeframe.*

The employee's actual performance is compared to goals and objectives established for the employee and the employee's job descriptions. The evaluation can be used to identify training needs, performance improvement and recommendation of disciplinary action.

Depending on business demands, the PBC generally conducts performance reviews annually. However, supervisors may conduct performance evaluations and goal setting sessions more regularly at their discretion. While the PBC considers performance when evaluating possible pay increases, there is no guarantee that a performance evaluation will result in a pay increase.

## 2. WORK HOURS AND COMPENSATION RELATED POLICIES

### 2.1 CLASSIFICATIONS OF EMPLOYMENT

Each at-will employee of the PBC is classified as full-time or part-time and are paid either on an hourly or salary basis. The following employment classifications are used throughout this Handbook for purposes of compensation administration and eligibility for various employee benefits.

#### REGULAR FULL-TIME EMPLOYEE

Regular full-time employees work on a full-time basis, generally defined as at least a 35-hour workweek (generally consisting of five, seven-hour days). Regular full-time employees may qualify for the PBC's benefits depending on eligibility and contribution requirements.

#### HOURLY PART-TIME EMPLOYEE

Part-time employees generally work less than 35 hours per week. Generally, no benefits are available for part-time employees, unless specifically stated in the policy or plan documents, and/or as otherwise required by applicable law.

The PBC also classifies each employee or position as exempt or non-exempt in accordance with federal and state laws.

#### EXEMPT EMPLOYEE

Employees whose positions are designated as executive, administrative, professional, or outside sales, or other exemption, as prescribed by federal and state wage and hour laws. These employees are paid on a guaranteed salary basis and are exempt from overtime requirements.

#### NON-EXEMPT EMPLOYEE

Employees whose positions are not designated as executive, administrative, professional, or outside sales, as prescribed by federal and state wage and hour laws. Non-exempt employees may not work off-the-clock and must report and record all time worked.

#### STUDENT INTERN

Students enrolled in school or university for the purpose of general academic advancement who work for the PBC.

You will be informed of your employment classification and status when you begin your employment. Any questions regarding your employment classification or status should be directed to your supervisor or the Deputy Director of Operations and Administration. All employees are required to adhere to the PBC's policies and procedures as outlined in this Handbook, no matter the employment classification.

#### REMOTE WORK

When deemed necessary by the Executive Director, some employees may work remote and/or in a hybrid remote capacity depending on business needs and at the sole discretion of the Executive Director. If the business or other circumstances such as a pandemic are such that the Executive Director allows for remote work, the employee's performance expectations and duties will continue as if the employee was not working remote. The Executive Director may issue additional policies regarding the expectations for any remote work as authorized by her and may amend and/or discontinue any such remote work policies at her discretion.

## **2.2 WORK HOURS / WORK SCHEDULE**

All PBC employees are to begin their workday within the standard PBC designated start time between 8:00 a.m. and 9:00 a.m. or as scheduled by your supervisor. PBC Office Hours are from 8:00 a.m. to 5:00 p.m. If the employee is going to be late, the employee must call or email their supervisor or designee and the reception desk before their start time. If an employee is unable to call in or email to report being late, they must notify their supervisor immediately upon arrival in the workplace. If an employee needs to start early, late, or leave before the end of their workday, the employee must submit an Alternative Work Schedule Request for approval by their supervisor and the Executive Director.

Field assigned staff hours will be set and modified according to the needs of the project, as determined by their supervisor.

Employees are considered working when traveling between PBC's offices and field locations. Time traveled to and from work is not considered work time.

One 1-hour lunch period may be used approximately halfway through the workday. Employees scheduled to work at least 7.5 hours in a day must take at least 20 minutes of an uninterrupted meal period no later than the fifth hour of work. However, the lunch hour may not be used to adjust the start or end time without prior approval by the supervisor. Employees must return to work on-time from meals and other authorized breaks. Employees failing to return to work on-time after lunch without prior authorization may be subject to disciplinary action.

## **2.3 ATTENDANCE POLICY**

### **REQUESTING TIME OFF**

You are responsible for requesting any time off in advance. A full-time employee is eligible to schedule an advanced vacation and/or sick leave after completing three (3) months of employment with the PBC.

### **LATE TO WORK/ABSENCES**

Showing up late to work and/or unexcused absences result in a hardship to your coworkers and the PBC. Excessive late and absence issues will result in disciplinary action up to, and or including termination of employment at the discretion of the PBC. There is no promise of progressive disciplinary for attendance, tardiness, or any other employment related issue, the PBC always maintains its discretion to discipline employees up to and/or including termination of employment for attendance and/or tardy issues. If you are late and/or going to be absent, you must inform your supervisor personally prior to your scheduled shift time. Failure to do so may result in disciplinary action up to and/or including termination of employment. Employees must ensure that they follow all steps to inform others of absences including but not limited to setting out of office email responses with appropriate alternative contact information.

### **UNEXCUSED ABSENCE/FAILURE TO REPORT ABSENCE**

Failure to show up for your scheduled shift without calling your supervisor for a period of 2 days will result in the separation of your employment and considered a voluntary resignation.

## **2.4 COMPENSATORY TIME**

There may be times when it will be necessary for you to work overtime. Your supervisor or Executive Director will notify you as early as possible regarding our scheduling needs. For all scheduled and/or confirmed overtime, our policy on absence and tardiness will also apply.

There may be times when you would like to work overtime. However, you must secure prior authorization from your supervisor before working overtime and have your supervisor or Executive Director's approval. It is PBC's policy that any overtime must have prior approval by your supervisor or Executive Director.

Compensatory overtime is based on actual hours worked and does not include any hours away from work such as commuting time nor does it include holiday, vacation, sick leave, or personal days.

The PBC provides for compensatory time off in lieu of payment as compensation for overtime work for non-exempt PBC employees. Non-exempt employees who work more than thirty-five (35) hours in a week will be provided compensatory time off in accordance with federal law.

If a non-exempt employee works between thirty-five (35) to forty (40) hours, one (1) hour of compensatory time off will be provided for each hour worked. However, if a nonexempt employee works more than forty (40) hours, one and on-half (1-1/2) hours of compensatory time will be provided for each hour worked.

Except under unusual circumstances, employees must use compensatory time off within forty-five (45) days of the date earned.

Although, the PBC's standard practice will be to grant timely requests to take compensatory time off, the Executive Director or designee may deny requests to use compensatory time if the time off may unduly disrupt the operations of the PBC.

If the request is denied, the Executive Director may waive in writing the forty-five (45) day period and allow the unused compensatory time to be carried over for up to one year.

A non-exempt employee may not accrue more than two hundred and forty (240) hours of compensatory time unless written approval is granted in advance by the Executive Director. In the event a non-exempt employee has not taken all earned compensation leave at the time of separation from employment, the non-exempt employee shall be entitled to receive the non-exempt employee's prevailing salary for earned and unused compensation time. Compensatory time must be preapproved by the employee's supervisor.

## **2.5 TIMEKEEPING**

Accurately recording time worked is the responsibility of every non-exempt PBC employee. Federal and state laws require that the PBC keep an accurate record of time worked by employees to calculate employee pay and benefits. Time "worked" is time actually spent on the job performing assigned duties. The PBC does not pay for extended breaks or time spent on personal matters.

Time worked is recorded on the time sheets. Employees must report to work at their scheduled start time and end the workday at their scheduled end time. Non-Exempt employees are not permitted to work prior to or after their scheduled start and end times without the prior approval

of their supervisor. Non-exempt employees are not permitted to work “off-the-clock” and must report and record all time worked.

Submission of your time record will serve as your certification to the accuracy of all time recorded. Any errors in your time record should be reported immediately to your supervisor who will review the reported error and attempt to correct any error. Altering, falsifying, tampering with time records, or recording time on another employee’s time record may result in disciplinary action, up to and/or including termination of employment. If an employee has a question concerning their time sheet, they should consult their supervisor or Deputy Director of Operations and Administration.

## **2.6 PAY PERIOD AND PAYMENT**

All employees are paid on a bi-weekly basis with 26 pay period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee’s address or deposited directly into an employee’s bank account upon request. Employees will generally be paid through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). Updates to direct deposit, withholdings, or other pay information must be made by the employee through the Paylocity website.

A statement of earnings is available via Paylocity website each pay period to employees indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. Voluntary deductions must be declared and authorized in writing by the employee through our “Voluntary Deductions Form”. The amount of Federal Withholding Allowance Certificate. If an employee’s marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted.

## **2.7 UNDERPAYMENT OR OVERPAYMENT OF WAGES**

The PBC prohibits improper deductions from wages and is committed in good faith to comply with all wage and hour laws. If an employee has a concern regarding a deduction from wages, they should immediately bring the concern to the attention of their supervisor for review. If upon review, the PBC determines that the deduction was improper, the employee will be reimbursed on or before the next pay period. If an employee is overpaid, they must immediately report said overpayment to his or her supervisor or the Executive Director.

The PBC will pay exempt employees a salary rather than by the hour. Once an employee’s PTO (paid time off) days have been exhausted or are otherwise unavailable, the PBC may deduct pay from an exempt employee’s salary under legally permissible circumstances and maintain exempt status such as one or more full days of absences for personal reasons or illness or partial or full day absences during an approved family or medical leave. The PBC will not deduct pay from an exempt employee’s salary if the employee has a partial day absence. Exempt employees who believe that the PBC made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or Deputy Director of Operations and Administration. If the PBC incorrectly or improperly made a deduction from an exempt employee’s salary, it will reimburse the employee for the deducted pay.

## **2.8 USE OF AUTOMOBILES**

The PBC provides vehicle to be utilized only by PBC employees for PBC-designated business, and to reimburse employees for business use of their personal vehicles according to the guidelines below. The PBC retains the right to amend or terminate this policy at any time.

Employees who drive while working for the PBC, or may be required to do so, will be required to produce their drivers' licenses and proof of insurability. Such employees must also immediately report any change in the status of their driving privileges, even if the change of status is the result of alleged behavior that occurred during non-working hours.

### **AUTOMOBILE ACCIDENTS OR PROPERTY DAMAGE**

In the event an employee is involved in an automobile accident, in the course of employment, the employee must do the following:

- Make a police report as soon as possible after the accident and, if possible, at the scene of the accident, and submit a copy of the report to the Risk Manager and Executive Director.
- Submit to a medical evaluation which includes drug and alcohol screens as soon as practical under the circumstances, but in no event later than twenty-four (24) hours after the accident regardless of whether injured or not.
- Submit to the Executive Director and the Deputy Director of Operations and Administration a written report of the accident, injuries and property damage suffered by the employee or others in connection with the accident as soon as practical under the circumstances, but in no event later than twenty-four (24) hours after the accident.

## **2.9 TRAVEL & REIMBURSEMENT FOR EXPENSES**

When an employee has occasion to travel on behalf of and for the benefit of the PBC, the employee is expected to exercise good judgment in managing travel costs and make every effort to ensure that the costs of travel arrangements are the most economical available. All employees are encouraged to utilize public transportation when available to a travel destination (any location other than the PBC offices), This policy may be changed from time to time without notice when in the best interest of the PBC.

### **LOCAL TRAVEL**

Travel within the Chicago Metropolitan Area including, but not limited to, travel to project sites, seminar locations and conferences (“off-site locations” or “off-site location”).

**A. PBC “Pool” Vehicles:** The PBC may lease or own vehicles (“pool cars”)for use by PBC employees for local travel on PBC related business.

- Employees traveling on PBC related business must use a pool car when available and practical before using a personal vehicle for PBC-related business. Requests to use a personal vehicle when a pool car is available must be made in writing to the employee’s supervisor prior to their use of a personal vehicle.
- Employees traveling on PBC business in a pool car are required to utilize the appropriate city fuel facilities utilizing the proper assigned vehicle number of the pool car they use (information is located within each vehicle).
- Employees are responsible for the payment of all fines incurred as a result of his or her use of a pool car (i.e., parking tickets, moving violations, etc.). Employees must report to the Executive Director, or his or her designee, any ticket received during the employee’s use of a pool car.

- Pool cars are not to be used for any personal business or matters.

**B. Personal Car Usage:** In the event a pool car is not available or deemed impractical, a PBC Employee may use his/her personal vehicle to travel on PBC-related business upon approval by their supervisor.

- In the event an employee is approved for mileage reimbursement, employees shall be reimbursed the “per mile” rate established by the Internal Revenue Service. The “per mile” reimbursement is to cover the cost of gas, oil, insurance, repairs and general maintenance.
- Mileage shall be reimbursed for the following travel distances: From the PBC office to an off-site location, or the equivalent mileage thereof, and back; From one off-site location to another.
- Reimbursement is not allowed for mileage from the employee’s home to an off-site location nor from an off-site location back to the employee’s home.
- Employees may be reimbursed for parking and toll expenses incurred while on PBC business upon submission of original receipts. Downtown parking will be reimbursed at the current rate for parking in one of the four publicly owned parking garages near Millennium Park (Grant Park North, Grant Park South, Millennium and Monroe Street garages).
- Employees must use every effort to park at one of the above referenced garages, or comparably priced garage, including making arrangements for the pickup or delivery of work-related materials by coordinating with the PBC messenger for curbside pickup or pickup at the parking facility.
- If parking in one of the above referenced garages, or other comparably priced garage is impractical, in limited circumstances, an employee may seek reimbursement for parking at a garage with a higher rate.
- No other reimbursement, other than the ones stated herein, will be allowed for the use of a personal vehicle.
- Employees are responsible for any fines (i.e., parking tickets, moving violations, etc.) and costs for repairs to the personal vehicle due to accidents or other damage. The PBC is not liable for any damage to an employee’s personal vehicle.
- Employees must carry liability and property damage insurance for business use of their personal vehicle. Evidence of such insurance shall be provided to the Executive Director or his or her designee.

**C. Taxis, Uber, Lyft and Public Transportation**

- Employees may be reimbursed for taxi, Uber, Lyft fares and the cost of public transportation for travel to and from the PBC office to an off-site location for the purpose of conducting PBC business.
- An original receipt must be submitted for reimbursement of taxi fares.

**OUT OF TOWN TRAVEL**

Travel outside the Chicago Metropolitan Area including, but not limited to, travel to seminar locations, conferences, etc. (hereinafter refined to as “out-of-town locations” or “out-of-town location”).

All travel to out-of-town locations must be approved in writing by the Executive Director, or his or her designee, prior to any expenses associated with the travel being incurred. The PBC will

reimburse employees for reasonable expenses incurred on approved out-of-town travel as described below:

**A. Transportation:** PBC Employees must travel to and within an out-of-town location in the most cost effective and practical manner. Reimbursement will be provided for fares for travel by airplane, bus, train, taxicabs, and shuttles and for personal vehicles as described below:

- Reimbursement for travel to an out-of-town location will be provided for coach class fares only. Employees should seek to obtain the lowest available tickets, or discount fares.
- An employee may use his or her personal vehicle for travel to an out-of-town location so long as the “per mile” reimbursement described above does not exceed the cost of reasonable alternative transportation options (e.g. airplane). Parking and tolls are reimbursable with submission of original receipts.
- Car rental is a reimbursable expense for travel to an out-of-town location or travel within and around an out-town-location only when other modes of transportation are cost prohibitive, no other transportation is available or the ground transportation distance renders public transportation, taxi, or other mode of transportation impractical. Reimbursement will be for the economy rental rate.
- Employees are encouraged to use public transportation for travel in and around an out-of-town location. If no public transportation is available, reimbursement will be provided for cab fares, Uber, Lyft or shuttles, whichever is less, to and from the point of arrival and departure and a lodging location, and to and from the lodging location to another location for the purpose of conducting PBC business.
- Original, detailed receipts are required for reimbursement.

**B. Lodging:** Reimbursement for lodging is available when the out-of-town travel requires an overnight stay for the purpose of conducting PBC business. Reimbursement will be provided according to the following:

- Reimbursement will be for the cost of a standard single room rate only, unless a government, corporate, or conference discount rate is available, or the maximum daily rate for the out-of-town city per federal guidelines, whichever is less.
- First class accommodations will not be reimbursed.
- Original, detailed receipts are required for reimbursement.

**C. Meals:** Employees are entitled to a per diem allowance, per federal guidelines according to the following:

- If meals are included in registration fees, the per diem will not be reimbursed.
- Alcoholic beverages, even when accompanying a meal, will not be reimbursed.
- Original, detailed receipts are required for reimbursement.

## **2.10 EXPENSE REIMBURSEMENT**

Expense incurred by an employee must have prior approval by a supervisor. Reimbursements under \$25.00 will generally be included in the next regular paycheck. An example of such an expense would include mileage. If the amount is more than \$25.00, the reimbursement request may be processed like an invoice.

## **2.11 PARKING**

Employees must park PBC pooled vehicles in areas indicated by the Public Building Commission.

### **3. EMPLOYEE BENEFITS**

#### **3.1 EMPLOYEE BENEFIT PROGRAMS**

Currently, after applicable waiting periods, regular, full-time employees (exempt and nonexempt) may be eligible to participate in the following benefit programs offered in accordance with the plan documents and employee contribution requirements. The PBC may require regular full-time benefits eligible employees to pay all or a portion of the benefits at its discretion.

Employees should refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists between the policies in the Handbook and the plan documents. Each employee should read the official benefit plan documents for all relevant terms, conditions, eligibility requirements, rights, and benefits. The official benefit plan documents solely determine your rights and responsibilities, and nothing in this Handbook can be construed to alter or amend those documents or the rights stated and defined therein. Additional copies of plan documents may be obtained by request to the Deputy Director of Operations and Administration.

The existence of these employee benefit and plans, in and of themselves, does not signify that you will be employed for the requisite time necessary to qualify for these benefits and plans, as your employment is “at-will.” The PBC may change, amend, modify, or terminate any employment benefits and/or employee contribution amounts at its discretion at any time.

#### **3.2 EMPLOYEE BENEFIT PLANS AND SERVICES**

The PBC’s benefit plans and programs are designed to attract and retain employees to maintain a high-quality workforce. They may include the following which may require contribution from the employee:

- Major Medical
- PPO Dental
- Vision
- Life Insurance
- Short Term Disability Insurance
- Long Term Disability Insurance
- Educational Assistance
- Employee Assistance Program
- Pension Plan

The plans and programs listed in this Handbook may change from time to time. Employees should look to the most recent summary plan description or brochure summarizing benefits for the most up to date information.

### **3.3 SICK LEAVE – CHICAGO ORDINANCE**

#### **INTRODUCTION**

In accordance with the City of Chicago ordinance, employees may be eligible for paid sick leave. As this policy is drafted in accordance with the current ordinance, the PBC reserves the right to change, modify, or discontinue this Paid Sick Leave policy based on any future amendments by the City of Chicago, Cook County, or at the PBC's discretion, in accordance with applicable laws.

#### **ELIGIBLE EMPLOYEES**

Any employee who works at least 80 hours for an employer in Chicago within any 120-day period.

#### **ACCRUING PAID SICK LEAVE**

Paid sick leave shall begin to accrue on the first calendar day after the commencement of the employee's employment. Employees will accrue one hour of paid sick leave for every 40 hours worked. An employee who is exempt from overtime requirements under state law will be assumed to work 40 hours in each work week for purposes of paid sick leave accrual, unless his or her normal work week is less than 40 hours, in which case paid sick leave will accrue based upon that normal work week. Paid sick leave will accrue only in hourly increments; there will be no partial or fractional accruals.

Generally, paid sick leave shall be capped at 40 hours per 12-month period and unless taking an approved FMLA leave of absence an employee cannot use more than 40 hours of paid sick leave in a 12-month-period. The PBC will calculate the 12-month period for paid sick leave on an anniversary year basis. At the end of the 12-month period, the employee will be allowed to carry over to the following 12-month period half of their accrued, unused paid sick leave, up to a maximum of 20 hours. If an employee is FMLA-eligible, they may also carry over up to 40 hours of their unused, accrued sick leave for FMLA exclusive purposes, in addition to the 20-hour carry over that may be used for non-FMLA purposes.

#### **USE OF ACCRUED LEAVE**

An employee may begin using paid sick leave on the 180<sup>th</sup> calendar day following the commencement of his or her employment. Employees may use up to 40 hours of paid sick leave per 12-month period. If an employee carries over 40 hours of paid sick leave for FMLA purposes and uses that leave, the employee is entitled to use no more than an additional 20 hours of accrued paid sick leave in the same 12-month period. Employees will be allowed to determine how much accrued paid sick leave he or she needs to use provided that the requests must be increments of at least one hour.

In accordance with applicable law, employees may use paid sick leave under the following circumstances:

- The employee is ill or injured, or for the purpose of receiving professional care, including preventative care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders.
- A member of the employee's family is ill, injured, or ordered to quarantine, or to care for a family member receiving professional care, including preventative care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders.
- The employee, or a member of his or her family, is the victim of domestic violence, a sex offense, or trafficking in persons as defined by applicable state law.

#### EXHIBIT A.

- The PBC is closed by order of a public official due to a public health emergency, or the employee needs to care for a family member whose school, class, or place of care has been closed.
- The employee obeys an order issued by the Mayor, the Governor or Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the employee to:
  - a) Stay at home to minimize the transmission of a communicable disease.
  - b) Remain at home while experiencing symptoms or sick with a communicable disease.
  - c) Obey a quarantine order issued to the employee; or
  - d) Obey an isolation order issued to the employee.

Any utilized sick leave under this policy will be compensated at the same rate and with the same benefits that the employee regularly earns. Any employee who uses paid sick leave for any purpose not permitted by this policy is subject to disciplinary action up to and including termination of employment.

#### REQUESTING LEAVE

If an employee's need for paid sick leave is reasonably foreseeable, such as scheduled doctors, dentist or other medical appointments, the PBC requires seven (7) days advance notice and scheduling. If the need for paid sick leave is not reasonably foreseeable, an employee must give notice on the day the employee intends to take paid sick leave as soon as practicable/possible by notifying Deputy Director of Operations and Administration via phone, email or text message. Employees must follow the PBC's normal call-in procedures for one and or multiple days off requests.

#### CERTIFICATION

When an employee is absent and chooses to use paid sick leave, the PBC requires certification in the form of a Sick Leave Request stating that the use of paid sick leave was authorized under this policy. When an employee is absent for three or more consecutive workdays, the employee may be required to also supply signed documentation by a licensed health care provider to satisfy the certification requirement. The certification required by the policy should not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law.

In the case of paid sick leave for a victim of domestic violence, a sex offense, or trafficking, the required certification may be in the form of a police report, court document, and signed statement from an attorney, a member of the clergy, a victim services advocate, or any other evidence that supports the claim.

#### RETURNING FROM LEAVE

If an employee does not return to work following the conclusion of paid sick leave, the employee will be considered to have voluntarily resigned his or her employment with the PBC.

#### EMPLOYEE SEPARATING FROM THE PBC

Upon termination, resignation, or other separation from employment, the PBC will not provide any reimbursement for accrued unused paid sick leave.

#### NON-DISCRIMINATION AND DISCLAIMER

The PBC expressly prohibits discrimination, retaliation, and harassment in any manner against any employee for exercising, or attempting in good faith to exercise, any rights under this policy or applicable law.

Although this policy has been carefully drafted, nothing in this policy should be construed to affect the applicability of, or conflict with, any other law, regulation, or requirement that provides for greater paid sick leave rights than specified herein.

If you have any questions regarding this policy, please contact Deputy Director of Operations and Administration.

### **3.4 VACATION**

After 90-days of employment is completed, a full-time employee is eligible to schedule advanced vacation. The time should be entered via the payroll system and reviewed by the direct supervisor. Once the Advance Vacation and Sick Pay Agreement Form has been approved, the employee shall be granted vacation leave with pay in advance as summarized in the chart below. However, in case of an emergency, management may approve the vacation leave at their discretion. A full-time employee may not be advanced more than seventy (70) hours of leave, whether vacation leave or sick leave or a combination thereof.

<b>YEARS OF EMPLOYMENT</b>	<b>ANNUAL VACATION LEAVE</b>
1st thru 6 <sup>th</sup> year	13 working days (91 hours)
7th thru 14 <sup>th</sup> year	18 working days (126 hours)
After 14 years of service	23 working days (161 hours)

Vacation leave shall begin to accrue on the initial date of employment but may not be taken until after the initial 90 days of employment.

- For year one (1) through and including the sixth (6<sup>th</sup>) year of employment vacation will accrue at the rate of 3.5 hours per pay period.
- For year seven (7) through and including the fourteenth (14<sup>th</sup>) year of employment, vacation will accrue at 4.85 hours per pay period.
- For years following fourteen (14) years of employment, vacation will accrue at 6.20 hours per pay period.

All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service.

For the purpose of calculating vacation credit only, the PBC will include the number of years of continuous service for previous employment with:

- City of Chicago
- Chicago Park District
- Chicago City Colleges (District No. 508)
- Chicago Housing Authority
- Chicago Transit Authority
- Chicago Board of Education
- Cook County
- Cook County Forest Preserve District
- Metropolitan Water Reclamation District of Greater Chicago
- State of Illinois.

Employees may carry over a maximum of 5 days (35 hours) from one calendar year to the next regardless of years of employment however the total amount of carry over shall not exceed a total amount of accumulated and/or carry over of 35 hours in any given year.

EXHIBIT A.

The Executive Director shall have the discretion to allow for an employee to exceed to the maximum accumulation to accommodate unforeseen circumstances, which must be approved in writing.

Vacation leave may be taken in full day (7 hour) increments. However, the Executive Director or her designee shall have the discretion to deny vacation requests for specific time periods, consistent with the operational needs of the PBC.

Vacation time shall accrue while an employee is using vacation and sick leave already accumulated. Vacation leave shall not accrue while an employee is in an inactive status due to a leave of absence.

In the event an employee has not taken all earned vacation leave at the time of separation from employment, the employee or employee's estate, shall be entitled to receive the employee's prevailing salary for earned and unused vacation time. However, before a full-time employee is advanced leave, they must agree in writing to have advanced wages or salary deducted from final their final paycheck if their employment terminates with a negative vacation or sick time balance.

No earned vacation time is transferable to other employees.

Employees not classified as full-time employees are ineligible for vacation leave.

### **3.5 HOLIDAYS**

All eligible full-time employees of the PBC are eligible to receive the following paid holidays:

New Year's Day	Independence Day
Dr. Martin Luther King Jr.'s Birthday	Labor Day
Lincoln's Birthday	Indigenous People Day
Washington's Birthday	Veteran's Day
Casimir Pulaski Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth National Independence Day	Christmas Day

If a certain holiday falls on a Saturday, the preceding Friday may be set as the holiday. If a certain holiday falls on a Sunday, the following Monday may be set as the holiday. The annual holiday schedule will be distributed in December for the following year. Employees not classified as full-time employees are ineligible for paid holidays, including Interns/Externs. Also, a departing employee is not entitled to any payout for any holidays for the balance of the year in which they leave the PBC. To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee has prior written approval for a scheduled day off or is approved for any other absence by the PBC. Temporary, part-time, and interns are not eligible for paid holidays.

### **3.6 FAMILY AND MEDICAL LEAVE**

Currently, the PBC does not have 50 or more employees within a 75-mile radius for employee eligibility under the Family Medical Leave Act ("FMLA"). If the PBC at some later date does employ the requisite number of employees for FMLA coverage, it intends to follow all applicable provisions of the FMLA including military leave.

### **3.7 MEDICAL LEAVE OF ABSENCE**

All PBC employees may request non-FMLA leave for a medical condition upon proper notice and medical certification of the need for such leave. If approved, the employee may take a discretionary leave of absence, without pay for a medical condition. At the Executive Director's discretion, a temporary, unpaid, medical leave of absence may be granted to employees with a medical condition by providing documentation describing the medical condition, the need for leave, and the expected duration of the leave of absence.

All earned paid time off must be exhausted concurrent with any leave of absence. The employee may be required to present fitness for duty verification upon his/her return to work following a medical leave, specifying that the employee is released to perform the essential functions of the job, with or without reasonable accommodation. Employees failing to provide certification will not be permitted to resume work until it is provided.

The PBC will allow employees on an approved leave of absence to maintain their health insurance coverage in the same manner as active employees for a maximum of 12 weeks; however, depending on the length of the leave, the PBC may require the employee to pay their contribution amount (if any) for the premium costs for the duration of the absence prior to the commencement of the leave of absence.

Due to business need, the Executive Director may not grant the leave if the requested absence from duty would unreasonably interfere with the business of the PBC.

The PBC cannot guarantee that your position will remain open when you return from a leave of absence. If an employee fails to return from a leave of absence as scheduled, the employee will be considered to have voluntarily resigned from his/her employment with the PBC effective as of the last scheduled day of the approved leave of absence. Employees on approved medical leaves are not entitled to benefits including but not limited to holiday pay nor do employees on leave accrue paid sick time or any other benefits. A period of leave of absence without pay does not count as service time for computation of sick leave or vacation accrual.

If an employee takes employment with another employer during an approved leave of absence, the employee will be considered to have voluntarily resigned from the PBC. Employees requesting leave for the birth or adoption of a child are eligible for leave pursuant to this policy. Employees, including those on a leave due to the birth of a child may be eligible for short term disability benefits during their medical leave of absence in accordance with the terms of any such short-term disability policy. Employees may also be eligible for leave for bonding with a newborn or newly adopted child within the first three months of the birth or adoption but must first exhaust any earned time off and the remaining approved time shall be without pay. The PBC may approve such leaves for medical and/or bonding for a time period at its discretion.

### **3.8 MILITARY LEAVE ("USERRA")**

Employees are entitled to military duty leave with full pay for field training and kindred recurring obligation if the employee:

- Has at least six (6) months or more of continuous actual service; and
- Is a member of the Illinois National Guard or any of the reserve components of the Armed Forces of the United States; and
- Obtains the Executive Director's approval if more than ten (10) workdays per year is taken as military duty leave.

Any employee granted a leave of absence without pay to enter service in the military forces of the United States, either voluntarily or who is called to active duty from reserve status or by reason of conscription, shall, upon return to the PBC, be restored to the position held prior to going on leave with the same seniority, status, and pay as if the employee had been employed continuously by the PBC.

If these provisions are inconsistent with those set forth in the Uniformed Services Employment and Re-employment Act of 1994, the Soldiers' and Sailors' Civil Relief Act, the Illinois Service Members Employment Tenure Act or similar governing state or federal laws, the provisions of those laws shall govern.

### **3.9 ILLINOIS SERVICE MEMBER EMPLOYMENT AND REEMPLOYMENT RIGHTS ("ISERRA")**

The PBC will grant any employee who is called to military service an unpaid military leave of absence in accordance with the provisions of the Service Member Employment and Reemployment Rights Act ("ISERRA"). ISERRA provides the same protections as USERRA (i.e., reemployment, benefits, and anti-discrimination), as set forth in the Company's USERRA policy (above). ISERRA expands the benefits of USERRA to all members of the Armed Forces of the United States whether active duty or reserve including the National Guard when performing state duty, all members of the Military Auxiliary Radio System, United States Coast Guard Reserve, Civil Air Patrol, and the Merchant Marines when performing official duties in support of an emergency, and Members who are released from military duty with follow-on care by the Department of Defense.

If you have any questions regarding a military leave of absence under federal or state law, please contact your supervisor or Deputy Director of Operations and Administration.

### **3.10 ILLINOIS FAMILY MILITARY LEAVE**

An employee who is a spouse, parent, guardian or custodian, grandparent, or sibling of a person called to military service lasting longer than 30 days may be granted up to 30 days unpaid leave during the time federal or state deployment orders are in effect, in accordance with state law. To be eligible for Illinois Family Military Leave, Illinois employees must have been employed by the PBC for at least 12 months and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. During any Family Military Leave, the PBC shall make it possible for employees to continue their benefits at the employee's expense.

An employee must submit a copy of the military orders when requesting leave. Additionally, an employee may not take Illinois Family Military Leave unless he or she has first exhausted all accrued PTO and any other leave available to the employee, except for sick and disability leave. Employees do not accrue any additional benefits during a leave of absence and are not eligible for holiday pay. A failure to return to work following any leave of absence will be considered a voluntary resignation.

### **3.11 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT ("VESSA")**

In accordance with the Illinois Victims' Economic Security and Safety Act ("VESSA"), any employee who is a victim of domestic violence, sexual violence, sexual harassment, or crime of violence, or stalking or who has a family or household member who is a victim of domestic,

sexual violence, sexual harassment, or crime of violence, or stalking may be allowed to take up to a total of 12 unpaid work weeks of leave from work during any 12-month period, in accordance with state law and applicable eligibility requirements.

Any leave under this policy may be for one or more of the following reasons:

- To seek medical attention for or recover from physical or psychological injuries caused by domestic, sexual violence, sexual harassment, or crime of violence to the employee or the employee's family or household member.
- To obtain services from a victim services organization for the employee or the employee's family or household member.
- To obtain psychological or other counseling for the employee or the employee's family or household member.
- To participate in safety planning, temporary or permanent relocation or to take action to increase the employee's safety.
- To see legal assistance or remedies to ensure health and safety of the employee or employee's family or household member.

An eligible employee must notify Deputy Director of Operations and Administration of his/her intent to request a leave of absence under VESSA as soon as reasonably possible. Generally, the PBC requires at least a forty-eight (48) hour notice of the employee's intention to request leave under VESSA, unless such notice is not practicable. The PBC also requires that the employee provide certification when requesting leave.

During certified leave under VESSA, the employee will still receive his or her group health plan benefits as if the employee had continued in employment for the duration of such leave. However, if an employee fails to return from leave, the PBC may be entitled to recover the insurance premium that the employer paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave.

Employees do not accrue any additional benefits during a leave of absence and are not eligible for holiday pay.

A leave of absence under this policy may run concurrently with other leaves available under state and federal law. A failure to return to work following any leave of absence will be considered a voluntary resignation.

### **3.12 ELECTION DAY LEAVE**

Employees are encouraged to exercise their right and responsibility to vote. If for any reason an employee is unable to vote in a statewide election before or after their scheduled work hours, they are entitled to a maximum of two hours of time off on Election Day in order to vote. An employee who is eligible to vote, whose working hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls may be absent from work for a period of two hours between the opening and closing of the polls to vote, provided the employee requests leave the day before the election. Management and/or a supervisor may specify the time an employee may leave to vote.

### **3.13 JURY DUTY**

PBC employees will be granted leave with pay for time spent serving on jury duty for a period of time at the discretion of the Executive Director. PBC employees must turn over any jury duty compensation, exclusive of travel allowance, to the PBC.

### **3.14 BEREAVEMENT LEAVE**

PBC employees will be granted up to three (3) days excused leave with pay for the funeral of a member of his or her immediate family member. As defined by the Illinois Bereavement Act, an immediate family member is an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. In recognition of the significant impact of a death of a family member, the PBC will work with the employee on using paid vacation leave and/or unpaid personal leave to provide a longer leave if necessary.

Illinois employees may be eligible for bereavement leave under the Child Bereavement Leave Act. This Act allows FMLA-eligible employees to take up to two (2) weeks of unpaid bereavement leave for the death of a child; however, this Act does not create any additional right to unpaid leave than that to which the employee is entitled under the FMLA. Any questions regarding this policy should be directed to Deputy Director of Operations and Administration.

Employees may be granted vacation leave to attend the funeral of someone other than a member of the employee's immediate family.

Employees not classified as full-time employees are ineligible for paid bereavement leave, including Interns/Externs.

### **3.15 SCHOOL VISITATION LEAVE**

The PBC will comply with the Illinois Statute 820 IL CS 147/School Visitation Rights Act. Eligible PBC parents or guardians who are unable to meet with their children's educators during non-work time will be allowed time to attend necessary educational conferences at their children's schools.

#### **CONDITIONS**

No school visitation leave may be taken by an employee unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee, except sick and disability leave. Before attending a school conference, the employee must provide his or her supervisor with a written request for leave at least seven days in advance. In emergency situations, the employee should give as much notice as possible.

#### **HOURS GRANTED**

Qualifying employees will be granted up to eight hours of school visitation leave during the school year, but no more than four hours may be taken on the same day.

#### **COMPENSATION**

An employee who uses this leave may choose to make up the time on a different day or shift within the same week, as directed by PBC. An employee is not required to make up the time taken, but if a non-exempt employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid at the employee's regular rate.

### VERIFICATION

Upon completion of a school visit, the school administrator will provide the parent or guardian documentation of the visit, which the parent or guardian must submit to the PBC. Failure of a parent or guardian to submit the verification document within two days of the visit subjects the employee to the same discipline as would be imposed for an unexcused absence from work.

### EMPLOYEE RIGHTS

No employee will lose any employee benefits by using school visit leave.

### PBC'S RIGHTS

The PBC is not required to grant school visitation leave if granting that leave would result in more than five percent of the work force taking leave at the same time.

## **3.16 TRAINING**

The purpose of this policy is to provide guidelines for PBC employees' career development and to be successful in their position at the PBC. Employees may be eligible for outside continuing education training in accordance with the needs of their position with the PBC as approved by their supervisor and the Executive Director in writing.

PBC employees are responsible for:

- Identifying and pursuing training opportunities that will help them better perform their jobs and develop their career.
- Following up on recommendations for training.
- Submitting training request, registering/enrolling in training.
- Participating in required training; and
- Scheduling a presentation of the training to PBC Staff, if required.

## 4. EMPLOYEE CONDUCT AND GENERAL WORK-RELATED RULES

### 4.1 FIDUCIARY DUTY

Officials and Employees shall at all times, in the performance of their public duties, owe a fiduciary duty to the Commission and to the taxpayers of the City of Chicago, County of Cook and State of Illinois.

### 4.2 IMPROPER INFLUENCE

No Official or Employee shall make, participate in making or in any way attempt to use his or her position to influence any Commission decision or action in which he or she knows or has reason to know that they have an Economic Interest distinguishable from that of the general public.

### 4.3 GUIDELINES FOR APPROPRIATE CONDUCT

Employees are expected to conduct business according to high standards of professionalism and conduct at all times, always while they are completing the work of the PBC.

The PBC expects employees to follow rules of proper conduct that will protect the interests and safety of all employees and the organization, providing the best possible work environment. The PBC's policies, rules or guidelines for appropriate conduct apply at any time that an employee is at work, at a work event, or in any situation where their behavior could reflect poorly upon the PBC, including without limitation, when employees are representing the PBC at events, present on a (or a potential) vendor's or supplier's site, or at a customer or potential customer location. Violation of the PBC's policies, rules or guidelines for appropriate conduct will result in disciplinary action up to and including termination of employment.

This list is intended to be representative of the types of activities that may result in disciplinary action, up to and/or including immediate termination. It is not intended to be comprehensive and, therefore, the PBC may impose discipline up to and/or including immediate termination of employment for any other violation, poor performance, or inappropriate conduct not listed below.

At the PBC's discretion, disciplinary action may include but is not limited to (and may not follow any step-process) a verbal warning, written warning, suspension, or termination, or any other action that is appropriate based on the circumstances. This policy does not alter the employment "at-will" relationship between you and the PBC.

- **Handbook Policies:** A violation of any PBC policy, including but not limited to those regarding harassment and equal opportunity, smoking, drugs and alcohol, professional appearance, attendance and tardiness, confidential information, workplace violence, threats, and safety. All PBC employees are also required to follow the policies and procedures implemented by third parties at any worksite.
- **Insubordination:** Disobedience and/or insubordination to the PBC's management representatives; refusal to comply with lawful instructions from your manager or other management personnel; or refusal to adhere to PBC rules or policies.
- **Courtesy:** Being disrespectful to a customer or co-worker; failure to interact with mutual respect and common courtesy with supervisors and/or co-workers; or use of profanity or other language which may injure the image or reputation of the PBC.
- **Fraud, Dishonesty, False Statements:** Falsification of any the PBC's records, including employment applications, time records and expense reports; or altering or changing any timecard/record, or punching or preparing the timecard/record of another employee

(where such action is arranged between employees, both employees are subject to discipline). Revealing private, confidential and/or proprietary information, including but not limited to the unauthorized disclosure of information or documents regarding the PBC's finances, operations, procurement, projects or personnel.

- **Misappropriating Funds:** Misappropriating funds of the PBC or, using one's position as a PBC employee to misappropriate the funds of any public or private organization is grounds for immediate termination and may be subjected to possible criminal legal action.
- **Fighting, Threats, Weapons:** Disorderly conduct, fighting, threatening bodily injury; or possession of any weapon or bringing any weapon onto the PBC's property.
- **Inattention to Duties:** Loafing or sleeping on the job or elsewhere during working hours; or other inattention to your job duties and responsibilities.
- **Theft, Damage to Property, Gambling:** Any dishonesty, fraud, deception, or theft in connection with your employment; stealing or unauthorized possession of the PBC, employee or vendor property; damage to or defacing PBC property; using the PBC's property, equipment or materials for any use (e.g., commercial, personal, etc.) without the consent of the PBC; wasting materials, or gambling on PBC property or on PBC time.
- **Safety and Horseplay:** Violation of established safety or health rules; engaging in horseplay, practical jokes or other activities which can cause accidents or injury to others.
- **Poor Performance or Lack of Initiative:** Having a poor attitude or lack of initiative in connection with your employment or failing to perform your job duties and responsibilities at a level consistent with the PBC's expectations. Sleeping on the job, wasting time, loitering, or leaving your place of work without permission during working hours. The job site includes but is not limited to customer locations and PBC vehicles.
- **Other Detrimental Activity:** Engaging in any activity, either on or off the job, which reflects detrimentally or adversely on the PBC's reputation; making misleading, false or defamatory statements regarding co-workers, vendors or to or about customers or others connected with our business. Using or revealing to a third party any trade secret or confidential information.

#### **4.4 PROFESSIONAL APPEARANCE AND Demeanor**

This policy establishes guidelines for appropriate work attire for all PBC employees and consultants. All PBC supervisors are responsible for ensuring that every employee is compliance with this policy.

Business casual dress will be our standard and the following guidelines will help determine what is appropriate for a professional appearance. In general, business casual dress requires that clothes are neat and conservative. Button down shirts, trousers, blouses, sport coats, and skirts are suitable. Examples of improper business attire are listed below, but not limited to: denim jean clothing, gym shoes, body form-fitting or tight attire, baseball caps, tee-shirts, shorts, flip flops/thong sandals, athletic wear or bare midriff.

Employees are expected to exercise discretion and good judgment. Employees must receive prior approval from their supervisor if they must be dressed in something other than business casual dress.

Field Assigned Staff are expected to wear clothing appropriate for visiting job sites. Construction work site safety requirements must be always adhered to for all employees on construction sites. Requirements include but are not limited to hard hats, protective eyewear and appropriate footwear. Employees who violate this policy are subject to disciplinary action up to and including termination.

## **4.5 CONFIDENTIALITY**

### **I. Confidentiality Obligations**

Many respects of the PBC's business, except for those normally found in the public domain, are confidential and proprietary information and are only to be shared with co-workers on a need-to-know basis. This includes, but is not limited to, technologies and concepts, financial position, financial information relating to the PBC's products, services or performance, expansion plans, computer programs, process data, bid data, materials, products, production, methods, recipes, product pricing, price lists, pricing methods, designs, legal actions, or other information of or regarding the PBC's business, its clients, customers, vendors, suppliers, and contractors. Employees must keep all the PBC's business confidential, including but not limited to, past, present, and future projects or proposals, estimates, designs, blueprints, drawings, specifications, technical information related to manufacturing or production, research and development, recipes, vendor and supplier lists, marketing plans and strategies, contract terms and conditions and financial agreements, business plans and strategies, client relations, client lists and contact information, and confidential employee information which the employee receives in confidence due to his or her role with the PBC, such as access to personal files for Deputy Director of Operations and Administration personnel. The PBC recognizes the confidentiality of all business data, and no employee shall seek to obtain such competitor data through collusion, bribery, or any illegal or unethical means.

Further, the PBC expects that any knowledge, techniques, written materials, and other information relative to the PBC's business developed during employment remain the property of the PBC.

As a condition of employment, employees may be required to complete a Confidentiality and Non-Compete Agreement or a Confidentiality and Non-Disclosure Agreement, depending on their position with the PBC. For the avoidance of doubt, nothing in this Handbook shall be construed to limit or alter in any way the terms of such Confidentiality and Non-Compete Agreement or Confidentiality and Non-Disclosure Agreement. All inquiries regarding a current or former employee's employment with the PBC must be forwarded to your supervisor. Any employee who discloses or fails to take measures to keep confidential trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment, even if he or she does not actually benefit from the disclosed information. No employee will store confidential or proprietary information outside of the PBC in any form. Additionally, any employee upon termination who takes, uses, downloads, or discloses trade secrets or confidential information will be subject to prosecution and civil and criminal penalties to the limits prescribed by law.

### **II. Defend Trade Secrets Act ("DTSA") Notice**

Employees are hereby notified in accordance with the Defend Trade Secrets Act of 2016 that employees will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Employees are further notified that if an employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, such employee may disclose the employer's trade secrets to his or her attorney and use the trade secret information in the court proceeding if such employee: (a) files any document containing the trade secret under seal and (b) does not disclose the trade secret, except pursuant to court order.

#### **4.6 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees, and the facilities and to maintain confidentiality at the PBC, only authorized visitors are allowed in the workplace, including client worksites. Restricting unauthorized visitors, helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area. If an unauthorized individual is observed on the PBC's premises or at a client worksite, employees should immediately notify their supervisor.

#### **4.7 USE OF IMAGE, IN VIDEO, AUDIO & PHOTOGRAPHS AND SOCIAL MEDIA / NO RECORDING**

By signing the acknowledgment and receipt of this Employee Handbook, all employees grant permission to the PBC, or anyone authorized by the PBC to use and reproduce any employee's image, video and audio in any electronic media or other official printed publications without further consideration, and also acknowledge the PBC's right to crop or treat the image at its discretion.

Employees must also understand that once their image, video or audio is posted on the internet, the image can be downloaded. Therefore, employees signing the handbook acknowledgement agree to indemnify and hold the PBC harmless from any claims. Employees are prohibited from utilizing work related images or information in any non-work-related postings on social media. Employees are prohibited from recording any other employees or other third parties in the workplace without the express written permission of all individuals being recorded, regardless of whether one party notice of recording is legal in the state in which the recording takes place.

#### **4.8 SOLICITATION OR RECEIPT OF MONEY FOR ADVICE OR ASSISTANCE**

No official or employee, or the immediate family member of the official or employee shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or activities of the PBC; provided, however, that nothing in this section shall prevent an official or employee or the immediate family member of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's PBC duties and responsibilities and rendered as part of his or her non-PBC employment, occupation or profession.

#### **4.9 GIFTS AND FAVORS**

Although, it might be tempting to receive a gift, below are guidelines to follow:

- No person shall give or offer to give to any official, employee, or to his or her immediate family member and none of them shall solicit or accept, any anonymous gift.
- No person shall give or offer to give to any official, employee or contractor, or to any immediate family member, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment based upon any mutual understanding, either explicit or implicit, that the vote, official action, decision or judgment of such official, employee or contractor concerning the business of the PBC

would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50 does not involve such an understanding. Nothing herein shall be construed to prohibit any such person from accepting any gifts from a relative.

- Except as prohibited in subsections (a) and (b), nothing in this Section 4.10 shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official PBC business, if furnished by the sponsor of such public event.
- No person who has an economic interest in any specific PBC business, service or other transaction shall give, directly or indirectly, to any official or employee whose decision or action may substantially affect such transaction, or to the immediate family member of such official or employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than an occasional one of less than \$50 provided that the gifts, items or services from any one source do not exceed a cumulative value of \$100.00 during any calendar year. Nothing herein shall be construed to prohibit such person from accepting gifts from relatives.
- Nothing in this Section 4.10 shall prohibit any official or employee or his or her immediate family member from accepting a gift on behalf of the PBC; provided, however, the person accepting the gift shall promptly report receipt of the gift to the Executive Director within five business days.
- Any official or employee who receives any gift or money for participating in the course of his or her public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Executive Director within five business days.

#### **4.10 COMMISSION-OWNED PROPERTY**

No official, employee, contractor or subcontractor or sub-consultant of a contractor shall engage in or permit the unauthorized use of the PBC-owned property.

#### **4.11 ECONOMIC INTERESTS IN CONTRACTS & COMMISSION WORK**

No official or employee shall have an economic interest in his or her own name or in the name of any other person in any contract, work or business of the PBC, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is either (i) paid with funds belonging to or administered by the PBC or (ii) authorized by action of the PBC.

No Employee of the PBC or entity in which such employee has a financial interest shall have any employment or business relationship with any person who is doing business with the PBC if the employee exercises Contract Management Authority with respect to that person's business with the PBC. No immediate family member of such employee shall have a financial interest in any contract when the employee exercises Contract Management Authority with respect to that contractor's business with the PBC. The ownership interest of the immediate family member of any employee in an entity that has a contract with a person doing business with the PBC which does not involve the exercise of Contract Management Authority by the employee shall be disclosed to the PBC by the employee on a form to be prescribed by the PBC.

No official or employee shall seek, or direct others to seek on his behalf, an interest, which if obtained, would result in the official or employee having a financial interest in his or her own name or in the name of any other person in any business of the PBC whenever the business is paid with funds belonging to or administered by the PBC.

An official who has an economic interest in any contract, work, business or sale on which the Board of Commissioners shall be called upon to vote shall: (i) disclose such economic interest at a public meeting of the Board of Commissioners prior to any vote being taken on the matter and (ii) abstain from voting on the matter but shall be counted present for purposes of a quorum. Compensation for property taken pursuant to the PBC's eminent domain power shall not constitute an economic interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no official or employee shall have an economic interest in the purchase of any property that (i) belongs to the PBC, or (ii) is sold by virtue of legal process in a suit involving the PBC.

#### **4.12 REPRESENTATION OF OTHER PERSONS**

No official or employee may represent or have an economic interest in the representation of any person other than the PBC in any formal or informal proceeding or transaction before the PBC. Nothing in this section shall preclude any employee from performing the duties of his or her employment or preclude an official from appearing without compensation before the Board of Commissioners in the course of his or her duties as an employee or official.

No official or employee may have an economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the PBC is a party and that person's interest is adverse to that of the PBC, or in any judicial or quasi-judicial proceeding before any administrative agency or court in which the PBC may be liable for the judgment or may be obligated to indemnify any of the parties.

#### **4.13 NEGOTIATION OR OFFER OF FUTURE EMPLOYMENT**

No person who is doing business or seeking to do business with the PBC or who has a matter pending before the PBC shall, directly or indirectly, negotiate the possibility of future employment with, or offer the same to, any official or employee who is participating in the making of any PBC decision regarding the matter.

#### **4.14 POST-EMPLOYMENT RESTRICTIONS**

No former official or employee shall assist or represent any person other than the PBC in any judicial or administrative proceeding involving the PBC if the official or employee participated personally and substantially in the proceeding during his or her term of office or employment. No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the PBC if the official or employee participated personally and substantially in the subject matter of the transaction during his or her term of office or employment; provided, however, that if the employee exercised Contract Management Authority with respect to a contract this prohibition shall be permanent as to that contract. The provisions of this subsection (b) do not apply to any former official or employee who is acting within the scope of his/her employment while employed by any other governmental unit.

#### **4.15 SECONDARY EMPLOYMENT**

No employee may engage in any secondary employment that is in conflict with the duties or demands of their PBC employment or which is in violation of this policy. Before obtaining or accepting any secondary employment, even if the employee does not believe there is a conflict, and/or the work is outside regular PBC working hours, the employee must notify their supervisor and the Executive Director in writing of the following: the name and address of the secondary employer; the location of the proposed secondary employment, if different from the secondary employer's address; the nature and duties of the secondary employment; and the anticipated hours of the secondary employment. If the employee derives income from his or her own business or provides personal or professional services to third parties, such information, including the nature of the business or professional services and the approximate number of hours per month or year, as appropriate, spent on such business or service must be reported to the Executive Director.

For any secondary or employment/consulting other than PBC, the employee must submit a completed "PBC Secondary Form" attached to this handbook as Exhibit A, to the PBC Executive Director within 10 days of accepting PBC employment or a current PBC employee, prior to accepting any secondary employment or work.

#### **4.16 CONTRACT INDUCEMENTS**

No payment, gratuity or offer of employment shall be made in connection with any PBC contract by or on behalf of a contractor, subcontractor, consultant, sub-consultant, vendor or supplier or to any person associated therewith as an inducement for the award of a contract, subcontract or order.

#### **4.17 NEPOTISM**

No official or employee shall employ, supervise or advocate for employment by the PBC of any person who (i) is an immediate family member of said official or employee, (ii) with whom the employee has a business relationship, or (iii) in exchange for or in consideration of the employment of any of said official's or employee's relatives by any other official or employee.

No official or employee shall exercise Contract Management Authority, which is described as personal involvement in or direct supervisory responsibility for the formulation, administration or execution of a PBC contract, including without limitation the preparation of specifications, request for qualifications, evaluation of bids or proposals, negotiation of contract terms or supervision of contract performance, over any PBC contract if a relative of the official or employee will perform any part of the contract, or will derive an economic benefit from the contract, or if any relative exercises Contract Management Authority over the contract.

No employee shall use or permit the use of his or her position to assist any relative in securing employment or contracts with persons over whom the employee exercises Contract Management Authority. The employment of or contracting with a relative of such a PBC employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a PBC contract shall be evidence that said employment or contract was obtained in violation of this section.

#### **4.18 FINANCIAL DISCLOSURE**

In order to achieve the goals and objectives of this amended and restated ethics policy, persons seeking to do business with the PBC shall be required to certify to the PBC under oath statements and other information reasonably intended to achieve full disclosure on such forms as shall be prescribed by the Executive Director. Failure to comply with such disclosure requirements shall render any action of the PBC on behalf of such person voidable at the option of the PBC.

#### **4.19 LIMITATION OF POLITICAL ACTIVITIES**

For purposes of this handbook political activities are described as the following:

- Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question
- Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- Preparing or reviewing responses to candidate questionnaires.
- Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question
- Campaigning for any elective office or for or against any referendum question.
- Managing or working on a campaign for elective office or for or against any referendum question.
- Serving as a delegate, alternate, or proxy to a political party convention.

No official or employee shall compel, coerce, or intimidate any official or employee to make, refrain from making or soliciting any political contribution. Nothing in this section shall be construed to prevent any official or employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution subject to the limitations described in Section 4.20(b) below.

An official, or immediate family member of an official or an employee or immediate family member of an employee who is a candidate for public office may solicit or accept political contributions on behalf of his or her own candidacy in an amount which shall not exceed

\$1,500.00 per primary or general election (or \$3,000 total in any calendar year) from a person doing business or seeking to do business with the PBC, subject to the same restrictions as may be applicable by law.

No employee shall intentionally perform any political activity, as defined in the description listed above, during any compensated time (other than vacation, personal, or compensatory time off). An Employee shall not intentionally misappropriate any Commission property or resources by engaging in any political activity, as set forth in Section 101 (r) for the benefit of any campaign for elective office or any political organization.

At no time shall any official or employee intentionally misappropriate the services of any employee by requiring that employee to perform any political activity as part of that Employee's duties, (ii) as a condition of employment, or (iii) during any time off that is compensated by the PBC (such as vacation, personal, or compensatory time off).

An employee shall not participate in any political activity, as described listed above in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

An employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any political activity, as described listed above. Nothing in this section prohibits activities that are otherwise appropriate for an employee to engage in as a part of his or her employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.

#### **4.20 ETHICS TRAINING**

The Executive Director shall institute and maintain a mandatory annual training program for all employees and officials of the PBC including members of the Board of Commissioners. Such seminar shall be held as determined by the Executive Director and shall inform such employees and officials of the PBC as to their duties and responsibilities. The Executive Director may also, in her discretion, require PBC contractors or other persons doing business with the PBC to attend such seminar. The seminar may be held as often as the Executive Director deems necessary and such seminar may be conducted by another governmental entity or third party, approved by the Executive Director.

## 5. SAFETY-RELATED POLICIES

### 5.1 VIOLENCE IN THE WORKPLACE & PROHIBITION OF WEAPONS

#### **A. Prohibition Against Workplace Violence**

The PBC is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the PBC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on any property owned, leased, occupied or under the control of the PBC, private vehicles on PBC property or work-related property.

All employees, including supervisors and temporary workers, and PBC consultants should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that is dangerous to others or may reasonably be construed as threatening. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the PBC and any off-site work location, in any PBC facilities, in any PBC vehicles, and in the scope and course of employment with the PBC, in accordance with applicable state law.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition also includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any characteristic protected by federal, state, or local law. Employees are encouraged to use the PBC’s confidential Employee Assistance Program to see assistance with violent or hostile thoughts.

Any threats of (or actual) violence, or any conduct or statements that may reasonably be construed as threatening or violent, whether direct or indirect, must be reported as soon as possible (anonymously if they choose) to your immediate supervisor(s), Deputy Director of Operations and Administration, security, or the police. This includes threats by employees, as well as threats by customers/clients, consultants, vendors, solicitors, former employees, visitors, or other members of the public. The workplace may be any location (either permanent or temporary), where an employee performs any work-related duty. This includes but is not limited to the building and surrounding perimeters, jobsites, including parking lots, and traveling to and from work assignments. When reporting a threat of violence, you should be as specific and detailed as possible.

Employees should also report any suspicious individuals or activities as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

The PBC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. However, in the interest of public safety, the individual allegedly making any perceived threat shall have no such expectation of privacy. In order to maintain workplace safety and to ensure the integrity of its investigation, the PBC may suspend employees, either with or without pay, pending investigation.

Anyone determined to have engaged in conduct in violation of these guidelines will be subject to disciplinary action up to and/or including termination of employment. The PBC encourages

employees to bring their disputes or differences with other employees to the attention of their supervisors or Deputy Director of Operations and Administration before the situation escalates into potential violence.

Violations of this policy, including your failure to report or fully cooperate in the PBC's investigation, may result in disciplinary action, up to and including immediate termination.

### **B. Prohibition Against the Carrying of Weapons**

To provide a workplace that is safe for employees and to protect the life, health, safety, and welfare of its employees, the PBC expressly prohibits violence in the workplace and the possession, use or sale of firearms, weapons, or any other dangerous articles on PBC premises, while on PBC business, and in the scope of employment with the PBC, in accordance with applicable state law.

Any employee in violation of this policy will be subject to prompt disciplinary action, up to and/or including termination. All PBC employees are subject to this provision, including contract and/or temporary employees, visitors, members, and customers on PBC property.

"PBC property" is defined as all PBC-owned or leased buildings and surrounding areas such as sidewalks or walkways under the PBC's ownership or control. This policy applies to all PBC-owned or leased vehicles and to all locations at which the PBC is performing work. "Dangerous weapons" include, but are not limited to, firearms, explosives, knives, other weapons that might be considered dangerous or that could cause harm, and ammunition.

Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy and that the employee is acting not only in accordance with PBC policy but also in accordance with applicable state law. The PBC reserves the right at any time and at its discretion to search any personal property on PBC premises or property for weapons, including, but not limited to, lockers, furniture, containers, desks, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal toolboxes or tool kits, and PBC vehicles and personal vehicles parked on PBC premises.

While the PBC recognizes that state law permits licensed individuals to conceal carry in many public and private places, the PBC strictly prohibits employees from carrying any weapons (concealed or not) or firearms on PBC premises and in the scope of employment with the PBC. This policy applies to all employees, clients, customers, guests, visitors, and persons doing business with the PBC.

Employees are prohibited from carrying any weapons for purposes of, or in the scope of, their duties of employment. However, this policy shall not prevent individuals licensed under Illinois state law from storing a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area (as defined and limited by the Illinois Firearm Concealed Carry Act, 430 ILCS 66 et seq.). A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle. In accordance with Illinois state law, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

Violation of this policy may result in appropriate disciplinary action up to and/or including termination of employment.

An employee shall immediately notify his or her supervisor that any person on the PBC's property or is acting for purposes of, in the course of, or in the scope of their duties of employment with a weapon or firearm. All such reports will remain confidential, if possible, as to the identity of the employee making the report. Any employee in violation of this policy will be subject to disciplinary action up to and/or including immediate termination of employment.

The PBC's policy does not supersede any federal, state, or local law to the contrary. By signing the acknowledgment form for this Handbook, the employee also acknowledges that he or she has been explicitly notified of the PBC's prohibition against the carrying of any weapons on PBC's property and in the scope of employment—as set forth in this policy and any applicable state supplement—and has received this copy of the PBC's written policy prohibiting the carrying of any weapons in the workplace.

## **5.2 DRUG & ALCOHOL POLICY**

Employees subject to Department of Transportation DOT regulations will be required to adhere to all drug testing requirements of the DOT.

The PBC is strongly committed to maintaining a professional, safe and healthy environment for all employees with the expectation that all employees will discharge their duties at an acceptable performance level and be unimpaired by drug and alcohol use. The work environment includes work for the PBC, client locations, or any other job site. The use of alcohol and/or drugs can undermine employee productivity, safety, quality of the PBC's services, and the PBC image.

For these reasons, the PBC has implemented the following policy. The PBC reserves its right to require testing of drugs and/or alcohol of its employees upon reasonable suspicion that an employee is under the influence and/or upon a workplace incident resulting in harm to the employee or others and/or the damage of property. Refusal to submit for drug and alcohol testing and/or testing positive may result in termination of employment.

Although recreational use of cannabis is legal in Illinois, the PBC prohibits its employees from being under the influence of and/or use of any drug in the workplace, including cannabis.

For these reasons, the PBC has implemented the following drugfree workplace policy.

### **A. Prohibitions Under the Influence or Impaired On the Job, On the Job Use, Possession, Dispensation, Sale, Distribution, or Manufacture of Controlled Substances or Alcohol is Strictly Prohibited**

The PBC's Drug and Alcohol policy prohibits employees from engaging in any of the following:

- The unlawful use, transfer, distribution, dispensation, manufacture, or sale of drugs (including medical and recreational marijuana), alcohol or other intoxicants by anyone on any PBC premises or work sites, on customer premises while on company business or during working hours.
- Storing in a desk, automobile, or other place on the PBC's premises any drugs, controlled substances, alcohol, or other intoxicants whose use is unauthorized.

EXHIBIT A.

- Being under the influence of drugs, controlled substances, alcohol or other intoxicants (including medical and recreational marijuana) (i) on company premises, (ii) while on company business, (iii) while on customer premises, (iv) at any time during working hours; and
- Any possession, use, manufacture, distribution, dispensation, or sale of drugs off the PBC's premises.

Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy. Any prohibited substances found in the workplace will be confiscated and turned over to the appropriate law enforcement agency.

Violation of the PBC's Drug and Alcohol policy will result in disciplinary action up to and/or including termination of employment.

If the PBC has a reasonable belief that the employee is under the influence of drugs or alcohol while working, it may require the employee to submit to drug/alcohol testing at a medical facility. Reasonable belief/suspicion includes, but is not limited to impaired speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence, carelessness, and/or disregard for safety.

In the event that an employee is disciplined up to and/or including termination of employment for the suspicion of being under the influence of cannabis, the employee shall have a reasonable opportunity (not more than seven days of the discipline) to contest the basis of the determination leading to the disciplinary action. In accordance with previous notice to PBC employees, although Illinois has legalized the use of recreational cannabis, while employees will be afforded an opportunity to contest the basis of a positive test result, testing positive for cannabis under this policy may result in disciplinary action up to and/or including termination of employment.

### **B. Prescription Drugs**

Prescription drugs are allowed provided they are in the possession of and used only by the individual for whom they are prescribed, under the conditions prescribed by a treating physician, and they do not impair an employee's performance or endanger the employee and/or other individuals in the workplace. An employee undergoing prescribed medical treatment with any drug which may alter their physical or mental ability must report this treatment to the PBC's management. The PBC may require a temporary change in the employee's job assignment or that the employee comply with other appropriate courses deemed necessary by management during the period of treatment.

In accordance with state law and the PBC's No-Smoking Policy, smoking (including e-cigarettes and vaping) is prohibited at all times within 15 feet of any PBC facility. Smoking is prohibited in any PBC vehicle. Further, smoking, no matter the form, or consuming in any manner, any unauthorized or illegal substance (including marijuana) is not permitted on any worksite or during working hours. The PBC will administer this policy in accordance with any applicable state or federal law pertaining to lawful prescription for medical marijuana. In accordance with any such law, positive results for marijuana, regardless of a prescription, will result in disciplinary action up to and/or including termination of employment if there is a reasonable suspicion to believe that the employee is under the influence on the PBC's worksites and/or during working time.

## **C. Drug and Alcohol Testing Program**

### **I. Post-Incident**

The PBC may test employees involved in the event of an accident, incident, or “near miss” while in the course and scope of performing his or her job, where there is reasonable suspicion to believe that the employee may be impaired, and which resulted in or had the potential to result in:

- The death of another person.
- Physical injury (or potential physical injury); or
- Property damage (or potential property damage).

Employees shall provide a urine, and/or blood, breath, hair specimen, as requested, to be tested for the use of controlled substances, alcohol, or other intoxicant including marijuana as soon as possible after an accident, incident, or “near miss” situation but not later than two (2) hours after an accident or injury occurring while on the PBC’s worksite or business or on any work site. Reasonable suspicion is grounds for termination, whether or not the PBC sends the employee for testing. Not all work-related injuries will result in the submission of drug or alcohol testing in accordance with OSHA guidelines.

### **II. Reasonable Suspicion**

The PBC reserves the right to test individuals or groups of individuals in any job classification in situations when reasonable suspicions exist. Reasonable suspicion includes but is not limited to, suspicion based on personal observations that the PBC representative can describe concerning the appearance, behavior, speech, or breath-odor of the employee. If an employee reports (or returns) to work and appears to be under the influence of drugs (including marijuana) or alcohol, then that employee may be subject to testing.

Reasonable cause or suspicion may also include, but is not limited to, possession of drugs or alcohol at work, excessive or unexplained absenteeism or tardiness, negative performance patterns, or other information indicating that an employee is under the influence of drugs or alcohol at work. Reasonable suspicion is at the PBC’s sole discretion.

If a supervisor has reasonable suspicion to believe that an employee is under the influence of a controlled substance and/or alcohol, the PBC may require the employee to go directly to a collection site to provide a urine and/or blood and/or breath specimen for laboratory testing. In such a case, the employee will be transported to the collection site by a PBC representative or provided alternative means of transportation. Employee refusal of this transportation will result in immediate termination. Employee actions that delay this transportation will result in immediate termination. Reasonable suspicion is grounds for termination, whether or not the PBC sends the employee for testing.

## **D. Testing Procedure**

All testing will be done by qualified medical personnel and in accordance with any federal or state laboratory certification and chain-of-custody requirements. Test results will be kept confidential and only individuals who have a need to know will be advised of the test results.

The PBC will utilize a Medical Review Officer (“MRO”) to interpret the test results and communicate with the employee or applicant regarding any facts relevant to the test results. An employee who tests positive under this policy will be given an opportunity to explain, in confidence, the findings to the MRO prior to the issuance of a positive test result to the PBC. If the employee fails to contact the MRO as instructed, the employee will be considered to have waived the right to do so and/or to have failed to cooperate in the test process.

No employee obtaining an inconclusive test result will be allowed to return to work at least until a conclusive result has been obtained.

If the MRO after review determines a legitimate reason exists for a positive test result, the MRO will report a “verified” positive test to the PBC.

An employee testing positive for marijuana and/or otherwise subject to disciplinary action due to marijuana impairment in the workplace may appeal to the Deputy Director of Operations and Administration department in writing within two (2) business days of the test result and/or disciplinary action. The supervisor will review the circumstances with management and render a decision as to the disciplinary action.

Results of all alcohol/drug tests shall be kept separate from personnel files and treated as confidential information. Access to such results shall be limited. Results will not be communicated to persons outside of the employee’s direct supervisory chain.

**E. DISCIPLINARY ACTION**

- A violation of the PBC’s Drug and Alcohol policy or testing program may result in disciplinary action, up to and /or including termination of employment, at the PBC’s sole discretion.
- It is a violation of the PBC’s policy for any employee testing inconclusive or positive to drive away from the testing location for safety reasons (whether that is a clinic or PBC property).
- It is a violation of this policy to refuse to be tested or to delay or interfere with testing or transportation to testing. Such refusal shall be treated as a positive test and shall result in disciplinary action up to and including immediate termination.
- An employee who tests positive for the use of a controlled substance, alcohol, or marijuana, in accordance with state law, as reported to the PBC by the MRO, shall be unqualified to work for the PBC. A positive test result in violation of this policy is considered proof of the employee’s willful and intentional misconduct and shall be grounds for the immediate discharge of the employee.
- An employee who refuses to be tested or attempts to tamper with or adulterate a test result under any of the provisions of this policy shall not be permitted to work for the PBC. Such refusal shall be treated as a positive test and shall result in immediate discharge.
- Any attempt to submit a fraudulent sample (a synthetic substance or sample not his/her own) is a violation of this policy and will result in immediate termination.
- Any employee who leaves work early, reports to work late or fails to report to work to avoid testing will be terminated immediately.

Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy. Any illegal substances found in the workplace will be confiscated and turned over to the appropriate law enforcement agency. Violation of the PBC’s Drug and Alcohol policy will result in termination of employment.

### **5.3 MANDATORY VACCINATION POLICY**

In the event of a pandemic or for other health and safety reasons, the PBC may proactively take measures to require vaccines and/or other mitigating measures for safety in the workplace. This includes the PBC's previously implemented COVID-19 vaccination policy. The goal of this policy is to keep employees of the PBC safe. The purpose of this policy is to minimize transmission of the coronavirus (COVID-19) and/or any other pandemic related illness in the workplace by providing additional protection to employees and thus assist in preventing transmission to members of the community.

This Mandatory Vaccination Policy is a key part of our overall strategy and commitment to maintaining a safe and healthy workplace in light of COVID-19 or any other pandemic. Both the City of Chicago and the State of Illinois may require employees and contractors to be vaccinated. PBC does a substantial amount of business with the City of Chicago.

This policy is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including:

- Wearing face masks in accordance with government mandates, policies and/or laws, and the PBC Policies.
- Social distancing.
- Providing disinfecting product.
- Requiring quarantine for anyone with direct exposure to COVID-19 or is symptomatic in accordance with CDC and the Illinois Department of Public Health guidelines.
- Testing when in contact with a confirmed case of COVID-19 and/ symptomatic.

#### **EXEMPTIONS**

Under this policy, personnel may decline to get a coronavirus (COVID-19) vaccine if they apply for, and are approved by the PBC under one of the exemptions described below:

#### **MEDICAL ACCOMMODATION**

In accordance with PBC's Disability Accommodations Policy, PBC provides reasonable accommodations, absent undue hardship, to qualified individuals with disabilities that enable them to perform their job duties. Reasonable accommodation may include appropriate adjustment or modifications of employer policies, including this Mandatory Vaccination Policy.

If you believe you need an accommodation regarding this policy because of a disability, you are responsible for requesting a reasonable accommodation from the PBC by contacting PBC's Deputy Director of Operations and Administration and providing the appropriate medical documentation signed by a licensed medical provider for consideration. The accommodation request form is available by contacting Deputy Director of Operations and Administration. Some examples of conditions that may be considered for medical exemption include life threatening allergies to components of the vaccine and/or those who have immunosuppression conditions.

PBC reserves the right to request additional documentation supporting the need for an accommodation or request for any other exemption. PBC will keep confidential any medical information obtained in connection with your request for a reasonable accommodation or other exemption. However, we ask that you not provide any genetic information to PBC when responding to a request for additional information or providing proof of vaccination in compliance with this policy.

The PBC will provide a portal system for personnel to confidentially upload proof of vaccination status to Deputy Director of Operations and Administration.

**RELIGIOUS ACCOMMODATION**

The PBC provides reasonable accommodations, absent undue hardship, to employees with sincerely held religious beliefs, observances, or practices that conflict with getting vaccinated. If you believe you need an accommodation regarding this policy because of your sincerely held religious belief, you are responsible for submitting the Religious Accommodation Request form and requesting a reasonable accommodation from Deputy Director of Operations and Administration.

**DETERMINATIONS**

The PBC makes determinations about requested medical and/or religious accommodations and exemptions on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Deputy Director of Operations and Administration consults with legal counsel in making exemption decisions.

The PBC strives to make these determinations expeditiously and in a fair and nondiscriminatory manner and will inform you after a determination is made. If you have any questions about an accommodation or exemption request you made, please contact Deputy Director of Operations and Administration and/or the Executive Director.

PBC reserves its right to amend this policy at its discretion, at any time.

**NO SMOKING POLICY**

The PBC is dedicated to providing a healthy, comfortable, and productive environment for all employees. Therefore, smoking (including e-cigarettes, marijuana, and vaping) is prohibited at all times within 15 feet of any PBC facility and while performing work for the PBC. This means that no employee is allowed to smoke within 15 feet of any PBC building, entrance, exit, window that opens, ventilation intake that serves an enclosed area where smoking is not allowed, the office area, inside any other work area, restroom, conference room or break room or customer premises. This includes inside or within 15 feet of any customer or any other location, at which time you are on PBC business.

Smoking is also prohibited in all PBC vehicles at all times. Smoking of marijuana— medical or otherwise—is always prohibited in or on the PBC’s property, or while on PBC business, or customer property, even with a valid prescription.

Tobacco related smoking will only be allowed in designated outdoor smoking areas that comply with applicable state or federal law. Employees must use these areas on their break and mealtimes.

**5.4 WORKERS’ COMPENSATION INSURANCE**

As required by law, the PBC provides workers’ compensation benefits for the protection of employees with work-related injuries or illnesses. If an employee is injured or becomes ill as a result of his or her job, it is the employee’s responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor regardless of how minor it appears. An employee’s report should contain as many details as possible, including the date, time, description of the illness or injury and the names of any witnesses. The PBC will advise the employee of the procedure for submitting a workers’ compensation claim. If necessary, the injured employee will be referred to a medical care facility. Employees must retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in a denial of benefits. Additional information regarding workers’ compensation is available from the Deputy Director of Operations and Administration.

## 6. TECHNOLOGY RELATED POLICIES

### 6.1 TECHNOLOGY RESOURCES

The use of technology resources, including the telephone system, computers, e-mail, voicemail, fax machines, Internet access and other computer or electronic driven communication systems which form the PBC's network has been provided to certain employees for the benefit of the PBC and its customers to facilitate the transmittal of business-related communication. These resources allow users to connect to information resources around the world. Although these resources promise faster and better communications, they also raise significant issues concerning the security and control of information. This policy serves to define the parameters of appropriate and professional use of the PBC's technology resources, including but not limited to, the PBC's computers and e-mail system.

#### **I. Proper Use**

PBC-provided technology resources, including e-mail and Internet access, may be used only for legitimate business-related use and communications and are not to be used in a way that may be disruptive, offensive to others, or harmful to morale. However, employees are presumptively permitted to use the PBC's e-mail for communications protected by federal labor law during non-working time. All use of technology resources provided by the PBC is subject to this policy and must not be used for inappropriate, unprofessional, competitive, or other purposes detrimental to the PBC and/or its employees, customers, or business associates. Without limitation to the foregoing, employees must use their work e-mail addresses for any business-related use and communications and should use personal e-mail addresses for all personal correspondence. Employees should not have any expectation of privacy in the use of any the PBC's technology. The e-mail system should not be used to solicit others for commercial ventures, religious or political causes, outside organizations, other non-job-related solicitations, chain letters, unsolicited messages known as "spamming" or any other types of use, which would cause congestion of the networks, interfere with the work of others, or any inappropriate communications regarding individuals, employees or companies.

#### **II. Security**

All data and information created, entered, stored, retrieved, accessed, viewed, or transmitted via the PBC technology resources are the property of the PBC and is confidential and proprietary. PBC-related data may not be used for any purpose unrelated to the PBC's business. Nor may it be sold, transmitted, conveyed, or communicated in any way to anyone outside of the PBC without the PBC's express authorization.

As with all other PBC property, the PBC has the right to search, monitor, inspect, review, access and/or disclose all the PBC's technology resources and all data created, entered, received, stored, viewed, accessed, or transmitted via those resources for any reason, at any time, and without further advance notice by persons designated by or acting at the direction of the supervisor or Executive Director, or as may be required by law, or as necessary for, or incidental to auditing, security and investigative activities, and to ensure effective technology resource administration and policy compliance.

All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the recipient. The PBC will attempt to ensure that monitoring and inspections are conducted in a professional manner.

In the course of their duties, systems operators and management may monitor use of the computer system and management may monitor use of the computer system or review the

contents of stored email files. Additionally, the PBC may record telephone calls for customer service issues. By using the telephone system and computer and email access provided, every employee agrees that he or she is aware of this policy and that telephone calls may be recorded, the e-mail records may be read or monitored by authorized individuals.

Employees agree and understand that they authorize management of the PBC to periodically audit e-mail on the PBC's computers. Employee further agree and understand that they have no expectation of privacy in the use of the PBC's telephones, computers, technology, and e-mail system.

### **III. Anti-Discrimination and Anti-Harassment**

Users are absolutely forbidden from using the PBC's technology resources in any way that may be construed to violate the PBC's Equal Employment Opportunity policy and Anti-Discrimination and Anti-Harassment policy.

This prohibition includes sexually explicit images, or offensive images, messages, cartoons, jokes, ethnic or religious slurs, racial epithets or any other statement or image that might be construed as harassment or disparagement of others based their race, national origin, sex, sexual orientation, age, disability, color, citizenship status, religion, pregnancy, military status, genetic information, or any other basis protected by federal, state or local law. Users are required to take all reasonable steps to avoid and eliminate receipt of any potentially offensive material; claiming to be a passive recipient of offensive material is unacceptable. Prohibited conduct includes sending email messages to someone who has requested the user not to do so.

### **IV. Unlawful Use**

The PBC's technology resources may not be used to violate intentionally or unintentionally, any local, state, federal or international civil or criminal law, including copyright and patent laws and U.S. Securities and Exchange Commission regulations. Unlawful activity includes, but is not limited to, lotteries, raffles, gambling for anything of value and participating or facilitating in the distribution of unlawful materials. The users of electronic communications are responsible for adhering to local, state, federal, and international laws. Users likewise may not download, post, e-mail, view or otherwise transmit materials of a pornographic nature. Users may not visit sites for the purpose of accessing chat rooms and online chatting (with the exception of pre-approved online messaging used for business purposes). Work email addresses should not be posted on any websites or used in relation to any e-commerce sites (e.g., eBay, Craigslist, etc.). In addition, the PBC's resources may not be used to job-search outside of the PBC or solicit outside business ventures.

Upon separation of employment, employees must immediately return all PBC information to the PBC. Employees shall not, at any time without prior authorization, disclose, destroy, or delete any of the PBC's information, regardless of the format (computer, electronic, paper, or otherwise) in which such information exists.

### **V. Unauthorized Access**

Unauthorized access of e-mail, data and use and/or disclosure of other users' passwords is strictly prohibited. For example, unauthorized use of other users' passwords is prohibited, as is accessing other users' files or communications without any legitimate business purpose. In addition, the PBC's technology resources may not be used to misrepresent, obscure, suppress, or replace one's identity or the origin of data or communications. Each user's name, e-mail address, organizational affiliation, time and date of transmission, and related information included with electronic communications must always reflect the true originator, time, date, and place of origination, as well as the original message's true content.

## **VI. Computer Software**

The PBC licenses the use of computer software from a variety of outside companies. The PBC does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it except for backup purposes. The PBC's employees shall use the software only in accordance with the license agreements. Employees learning of any misuse of software or related documentation shall notify their supervisor or Deputy Director of Operations and Administration immediately.

According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. The PBC does not condone the illegal duplication of software. Employees who make, acquire, or use unauthorized copies of computer software may be subject to disciplinary action up to and/or including termination of employment. Any doubts concerning whether an employee may copy or use a given software program should be raised with their supervisor. It is the employee's responsibility to produce a valid license for any copyrighted software that he or she independently installed on his or her office computer.

Employees shall not download or install any software without prior approval from their supervisor. Please contact the supervisor with any questions and to request approval. Users who do not comply with the PBC's rules on technology resources may be subject to disciplinary action up to and including termination of employment. Any questions regarding this policy should be directed to their supervisor or Deputy Director of Operations and Administration.

## **VII. Social Media**

Employees may not access social media websites during working hours or use the PBC's equipment to access social media websites unless for approved business purposes. The PBC acknowledges that its employees may access social media during non-working time. For purposes of this policy "social media" is defined to include but is not limited to blogs, wikis, tweets, social networks (Facebook, Twitter, Snap Chat, Tik Tok, Instagram, etc.), and virtual worlds.

Employees are strictly prohibited from sharing on social media any trade secrets (as defined by applicable federal or state law) or confidential information or trade secrets of the PBC (as defined in the Confidentiality Policy). Employees should be advised that publishing confidential information or trade secrets could potentially lead not only to disciplinary action up to and/or including termination, but also to a violation of state and/or federal law.

Employees must not represent their personal opinions as those of the PBC. Employees must be respectful to all parties referenced in or affected by their publication on social media. Employees must not post intimidating, threatening, abusive, discriminatory, or harassing comments about the PBC or its employees.

Any employees who act in violation of this policy may face disciplinary action up to and including termination of employment.

This policy is not designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment under Section 7 of the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

## 7. WHISTLEBLOWER PROTECTION POLICY

The PBC requires directors, officers, volunteers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the PBC, we must practice honesty and integrity in fulfilling our responsibilities and comply with applicable laws and regulations. The purpose of this policy is to encourage and enable employees and others to raise serious concerns internally so that the PBC can address and correct inappropriate conduct and actions. It is the responsibility of all directors, officers, volunteers, and employees to report concerns about suspected violations of law or relations that govern the PBC's operations.

A "whistleblower" as defined for purposes of this policy is an employee or other representative of the PBC, who in good faith reports an activity that he/she has reasonable grounds to believe is illegal, unethical, dishonest, or otherwise improper.

If an employee or other representative has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee or other representative should contact his/her immediate supervisor or the Deputy Director of Operations and Administration. Complaints must be submitted in writing. Examples of illegal or dishonest activities are violations of federal, state, or local laws, rules, or regulations; incorrect financial reporting; or activities, which otherwise amount to serious improper conduct. Employees must exercise sound judgment to avoid baseless allegations and ensure that all reports are done in good faith.

All PBC employees are required to report any complaints or concerns to the Deputy Director of Operations and Administration and the Executive Director, who will ensure that the matter is addressed appropriately. Employees are not responsible for investigating the activity or for determining fault or corrective measures about which they complained.

The Deputy Director of Operations and Administration or the Executive Director will conduct a prompt and thorough investigation, as necessary. Investigative measures and/or procedures will be commensurate with the allegations made. Corrective action will be taken if warranted by the investigation.

Whistleblower protections are provided in two important areas—confidentiality and against retaliation.

- Confidentiality: Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may be disclosed for reasons including to conduct a thorough investigation and/or to comply with applicable laws.
- Anti-retaliation: The PBC will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination. Any whistleblower who believes he/she is being retaliated against must contact the Deputy Director of Operations and Administration immediately. Any employee who retaliates against someone who has reported a violation in good faith will be subject to disciplinary action up to and/or including termination of employment.

Employees should contact the Deputy Director of Operations and Administration directly, should they have any questions regarding this or any other PBC policy or procedure.

## **8. FINANCIAL DISCLOSURE STATEMENT**

Any Official or Employee who is required to file a Statement of Economic Interests under applicable State law shall provide the Executive Director, or the designated Ethics Officer, with a copy of such statement as filed pursuant to such State law within 5 business days of such filing

## **9. LOBBYIST DISCLOSURE**

### **9.1 LOBBYIST DISCLOSURE**

All persons seeking to do business or doing business, either as a contractor, subcontractor, sub-consultant or person acting on behalf of the PBC, with the PBC shall disclose on their Disclosure of Retained Parties form filed with the PBC any lobbyists employed by such person in regards to such business. If such person did not employ any lobbyist at the time such Disclosure of Retained Parties Form was filed and a lobbyist is employed subsequently, such person shall, within five business days of the employment of such lobbyist, file an amended Disclosure of Retained Parties form with the PBC.

### **9.2 PROHIBITIONS**

#### **GIFTS AND LOANS**

No lobbyist shall offer, confer or agree to confer on an official or employee any gift of cash or any loan, including the guarantee or endorsement of a loan.

#### **CONTINGENT FEES**

No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any action by the PBC, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any action by the PBC.

### **9.3 PENALTIES FOR VIOLATION**

#### **SANCTIONS**

Any Employee who violates any provision of this policy or furnishes false or misleading information with the intent to mislead, shall be subject to discipline up to and including discharge.

#### **CONTRACT REMEDIES**

Any contract negotiated, entered into, or performed in violation of any of the provisions of this policy shall be voidable as to the PBC. Any contractor who violates any provision of this policy may be barred from future business with the PBC for a period of time to be determined by the Executive Director.

#### **OTHER REMEDIES**

Nothing in this section shall preclude the PBC from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this policy or other laws, or to recover damages for violation of this policy.

## **Receipt & Acknowledgement of Employee Handbook**

The Handbook contains policies and procedures that apply to my employment. I have read and understand the Handbook and any addenda and agree to follow the policies of the PBC as stated in it, related to my employment with the PBC. Additionally, I agree to abide by all amended or additional guidelines or policies that may be distributed to me during my employment with the PBC.

I understand that this Handbook is for information purposes, in that it illustrates the PBC's policies, procedures, guidelines, and benefits in effect at the time, but that neither the Handbook, nor any other communication, create an employment contract for any specific duration, for benefits, or compensation, or in any way alters my status as an at-will employee. I understand that as an "at-will" employee, either the PBC or I can end my employment at any time, for any reason or no reason. I also understand that no employee other than the Executive Director is empowered to make any promises or agreements contrary to the information contained in this Handbook, or in any way alter this "at-will" relationship. Any such change authorized by the Executive Director is valid only if it is in writing and signed. I understand that the policies and benefits contained in the Handbook are subject to interpretation, review and change by the PBC at any time without notice.

I have read and understand the PBC's policy on anti-harassment and anti-discrimination, including sexual harassment, as well as the reporting procedures, set forth in this Handbook. I have read and understand the PBC's Drug and Alcohol policy set forth in this Handbook. The undersigned employee hereby acknowledges that he or she has been explicitly notified of the PBC's prohibition against the carrying of any weapons on the PBC's property and has received a copy of this Handbook, which contains the PBC's written policy prohibiting the carrying of any weapons in the workplace. Any questions that I have regarding these policies, or any other policies, may be directed to my supervisor or the Deputy Director of Operations and Administration. I further understand that if I fail to follow and/or violate any policies in this Handbook, that I may receive disciplinary action up to and/or including termination of my employment. I also reviewed the policy on photos and videos of me and consent to such use for business purposes including but not limited to on advertising and social media.

I understand that during the course of my employment, I may be working with vendors, computer systems, software, future plans, strategies, client lists, pricing information, and/or other information that is the property of the PBC, and that the PBC considers proprietary or confidential. I agree to protect this information by safeguarding it when using it, filing it properly when not using it, and discussing it only with those who have a legitimate business need to know. Should I leave the PBC for any reason, I understand that all files, documents, and software remain the property of the PBC and may not be duplicated or removed from the PBC. Even after my employment with the PBC has terminated, I agree to keep strictly confidential that information which is treated as confidential or proprietary by the PBC.

I acknowledge receiving, reading, and keeping a signed copy of this statement and the PBC's Handbook. I acknowledge that I am employed "at-will" and that this Handbook is neither a contract of employment nor for any benefit stated herein. Additionally, my signature indicates that I understand that I may notify my direct supervisor or the Deputy Director of Operations and Administration if I need this Handbook or any of the policies contained within translated. If I do not request translation, I acknowledge that I fully understand the policies and guidelines in this Handbook as they appear.

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Employee Signature

Date

---

Employee Name (Printed)

## PUBLIC BUILDING COMMISSION OF CHICAGO (“PBC”) SECONDARY EMPLOYMENT FORM

<b>Name:</b>	<b>Department:</b>
<b>Job Title:</b>	<b>Supervisor:</b>
<b>Work Phone:</b>	<b>Work Site:</b>

1. Do you now or do you anticipate having a job in addition to your present employment with PBC? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you now self-employed or have any business interest or act on a consultant basis? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, does this involve any city, state, or federal license registration? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the type and registration number: _____
3. If yes, to any of the above: When did (will) you start? _____ Name of Employer: _____ Phone: _____ Address: _____ City: _____ What is your job? _____

4. Complete the box below, indicating start time, total hours per day and total hours per week for your PBC job and your secondary employment.

	PBC Employment				Secondary Employment		
	Start	Stop	Hours		Start	Stop	Hours
Monday				Monday			
Tuesday				Tuesday			
Wednesday				Wednesday			
Thursday				Thursday			
Friday				Friday			
Saturday				Saturday			
Sunday				Sunday			
Total Hours				Total Hours			

I hereby certify that the above information is true and complete and authorize my secondary employer named above to furnish any authorized representative of the PBC with any additional information pertaining to my employment. Should the above information change, I will notify my supervisor and executive director immediately and complete a new Secondary Employment Form.

**I submit that I have read Section 4.15-Secondary Employment of the employee handbook; and that any falsification of this report will be cause for disciplinary action.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approvals:

YES  NO

Supervisor:

YES  NO

Executive Director:



EXHIBIT B.

# Task Orders Awarded against Term Contracts

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

## October 2022

Number of Task Orders	Type of Service	Total Dollar for type of Service
1	Environmental Engineering	\$ 124,920.00
4	Environmental Renovation/Demolition	\$ 482,121.20
1	Construction Material Testing & Inspection	\$ 2,871.00
1	Geotechnical Investigation	\$ 16,488.00
1	Surveyor	\$ 28,500.00
<b>8</b>		<b>\$ 654,900.20</b>

## Task Orders

Project	Service	Process	Contractor	MBE/WBE	Total Dollar
Dett Elementary School Annex	Environmental Engineering	Consulting Services	Environmental Design International Inc.	MBE/WBE	\$ 124,920.00
Pershing Road Center Building Upgrades	Environmental Reno/Demo	Consulting Services	Carnow, Conibear & Associates, Ltd	WBE	\$ 69,408.00
Sauganash Elementary School Annex	Environmental Reno/Demo	Consulting Services	Carnow, Conibear & Associates, Ltd	WBE	\$ 276,591.20
25th Police Station and Area 5 Garage	Environmental Reno/Demo	Consulting Services	Specialty Consulting, Inc.	MBE	\$ 61,620.00
Central Hearing Facility	Environmental Reno/Demo	Consulting Services	Verde2 Environmental Solutions		\$ 74,502.00
Decatur Classical Elementary School Annex and Reno	Construction Material Testing & Inspection	Consulting Services	Interra, Inc.	MBE	\$ 2,871.00
Read Dunning School (Taft Freshman Academy)	Geotechnical Investigation	Consulting Services	GSG Consultants, Inc.	MBE	\$ 16,488.00
Dett Elementary School Annex	Surveyor	Consulting Services	DB Sterlin Consultants, Inc.	MBE	\$ 28,500.00

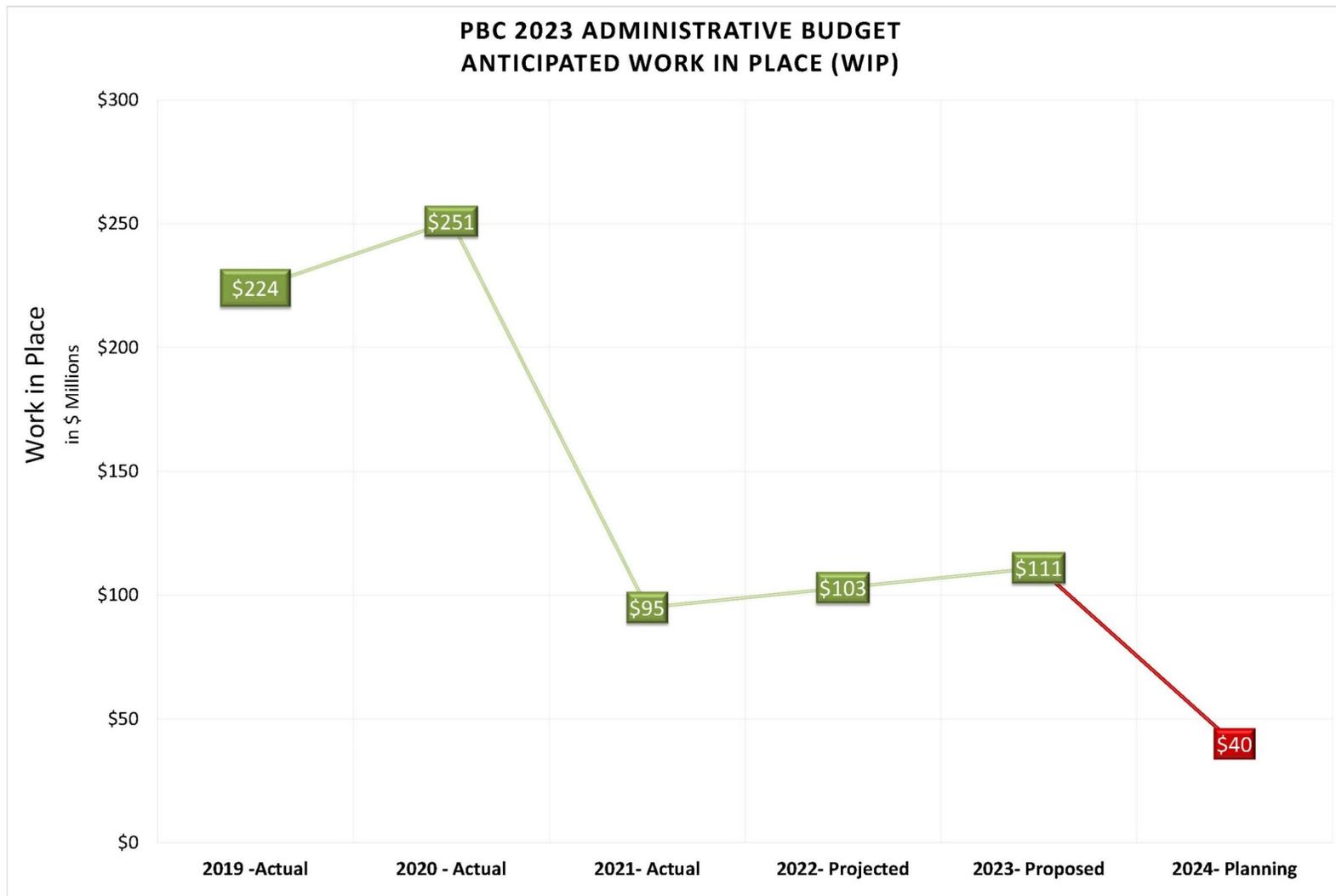
EXHIBIT C  
 Public Building Commission of Chicago  
 Proposed Amendment Report to the Administrative Operations Committee  
 October 12, 2022

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Agreement Authority	Amount of the Proposed Amendment	Revised Agreement Authority Including Proposed Amendments
1	PBC Administration	Synapse	PS1996 AM006	Information Technology Services: Server Migration and Maintenance Services	<p>This amendment revises the Compensation of the Consultant for IT support and cloud hosting services. The Maximum Compensation and term of the Agreement remain unchanged.</p> <p>The scope of services included in this amendment are an extension of the services included in the original agreement.</p>	\$870,000.00	\$0.00	\$870,000.00

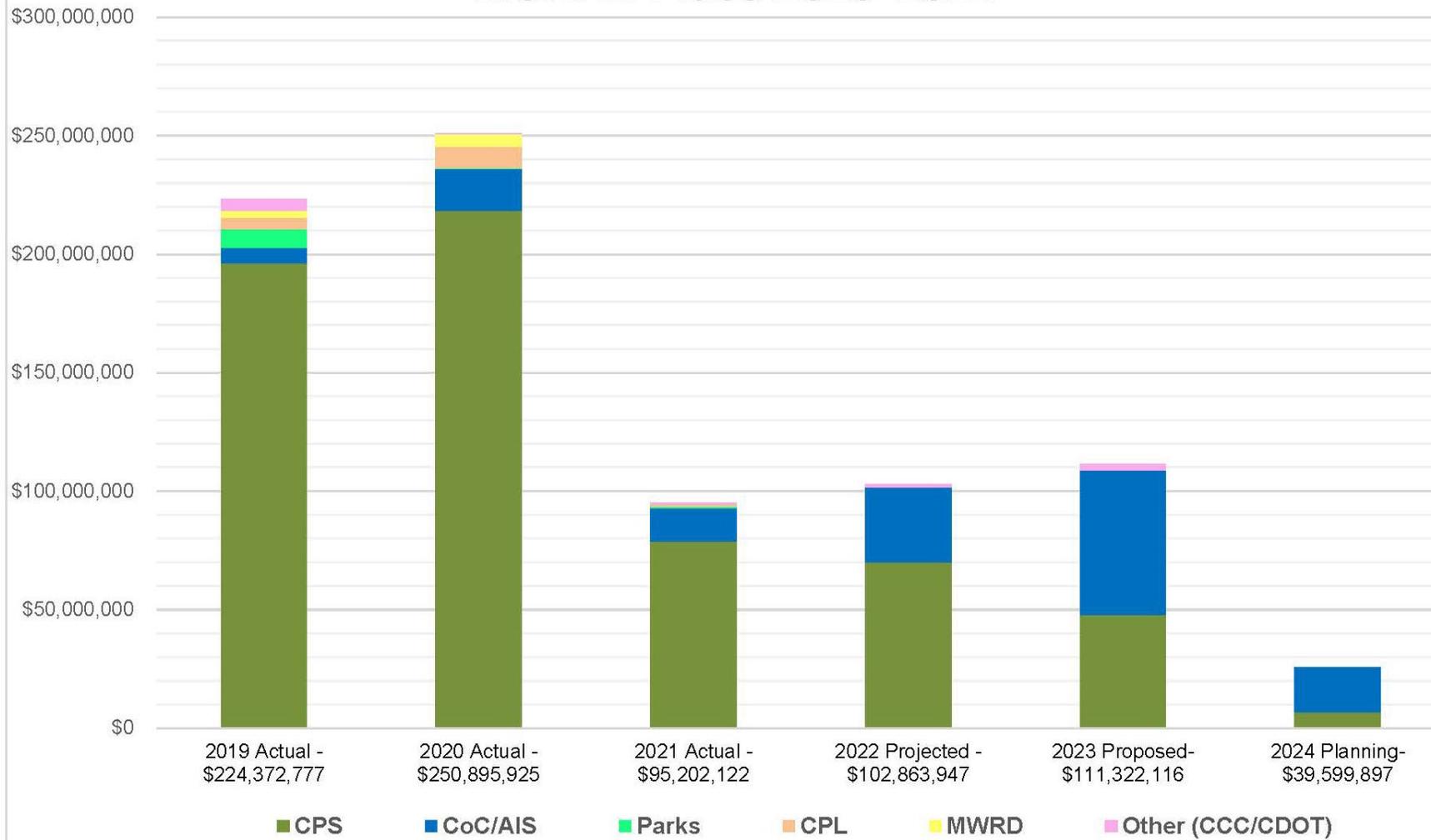
PUBLIC BUILDING COMMISSION OF CHICAGO

# 2023 Budget

Administrative Budget



## PBC 2023 ADMINISTRATIVE BUDGET Work in Place 2019-2024



## PBC 2023 ADMINISTRATIVE BUDGET Historical Resources vs Expenditures



EXHIBIT D.  
Public Building Commission of Chicago  
2023 General Administrative Budget

10/05/2022 version

	Approved 2019 Budget	Approved 2020 Budget	Approved 2021 Budget	Approved 2022 Budget	Proposed 2023 Budget	Increase/ (Decrease) 2022 to 2023
<b>Personnel Services</b>						
<b>Salaries</b>	\$ 4,163,027	\$ 4,093,127	\$ 3,211,946	\$ 3,377,169	\$ 3,185,798	\$ (191,371)
<b>Payroll Taxes</b>	\$ 243,926	\$ 240,609	\$ 189,092	\$ 198,958	\$ 197,519	\$ (1,439)
<b>Medical Insurance</b>	\$ 974,250	\$ 1,020,300	\$ 1,166,250	\$ 1,196,875	\$ 1,196,875	\$ -
<b>Severance Plan</b>	\$ 65,443	\$ 65,443	\$ 65,443	\$ 49,433	\$ 49,433	\$ -
<b>Retirement Contributions - PBC 401(a)</b>	\$ 280,000	\$ 240,000	\$ 180,000	\$ 230,000	\$ 150,000	\$ (80,000)
<b>Retirement Contributions - Mun. Employees</b>	\$ 130,000	\$ 198,918	\$ 183,475	\$ 176,800	\$ 180,000	\$ 3,200
<b>Total Personnel Services</b>	\$ 5,856,646	\$ 5,858,397	\$ 4,996,206	\$ 5,229,235	\$ 4,959,625	\$ (269,610)
<b>Insurance</b>						
<b>Daley Center</b>	\$ 575,000	\$ 612,000	\$ 602,000	\$ 687,000	\$ 735,788	\$ 48,788
<b>General Insurance</b>	\$ 57,000	\$ 45,000	\$ 60,000	\$ 60,000	\$ 72,000	\$ 12,000
<b>Total Insurance</b>	\$ 632,000	\$ 657,000	\$ 662,000	\$ 747,000	\$ 807,788	\$ 60,788
<b>Legal Fees</b>	\$ 385,000	\$ 341,000	\$ 256,000	\$ 188,000	\$ 182,000	\$ (6,000)
<b>Inspector General Legal Fees</b>	\$ 267,057	\$ 215,040	\$ 208,502	\$ 207,307	\$ 202,400	\$ (4,907)
<b>Professional Services Fees</b>	\$ 420,000	\$ 437,000	\$ 349,000	\$ 338,000	\$ 342,000	\$ 4,000
<b>Rent/Leasehold Improvements</b>	\$ 778,279	\$ 808,718	\$ 822,064	\$ 712,427	\$ 707,268	\$ (5,159)
<b>Office and Other Admin Expenses</b>	\$ 246,000	\$ 268,000	\$ 233,500	\$ 211,800	\$ 203,750	\$ (8,050)
<b>Computer Maintenance, Equipment &amp; Software</b>	\$ 531,810	\$ 535,332	\$ 470,000	\$ 428,480	\$ 452,683	\$ 24,203
<b>Contingency/Business Development</b>	\$ 500,000	\$ 500,000	\$ 500,000	\$ 400,000	\$ 400,000	\$ -
<b>Total Budget</b>	\$ 9,616,792	\$ 9,620,487	\$ 8,497,272	\$ 8,462,249	\$ 8,257,514	\$ (204,735)

**Richard J. Daley Center**  
**50 West Washington**  
**Chicago, IL 60602**

**2023 Annual Budget Executive Summary**

**Introduction**

The Public Building Commission of Chicago and MB Real Estate Services Inc are pleased to present the 2023 Operating and Capital Budget for the Richard J. Daley Center. The 2023 operating expense budget of \$19,902,064 reflects an increase of 1.30% over the 2022 Budget of \$19,646,871.

The 1.30% increase in operating expenses equates to \$255,193 and is primarily a result of annual increases to utility expenses stemming from enhanced operations of the building's mechanical systems. Annual increases to union cleaning, security and engineering wages are also contributing factors.

Elevated levels of cleaning and disinfection staffing are all COVID-19 mitigation efforts that started in 2021 and are projected to continue through all of 2023 and represents \$710,000 of the projected increase in operating expenses.

The 2023 Capital Improvement Plan included projects such as chiller isolation valve installations, lobby lighting conversion to LED, building security enhancements and the design and installation of electric vehicle charging stations. The Capital Improvement Plan for 2023 totals \$3,792,000 which represents a \$258,000 decrease over the 2022 Capital Improvement Plan budget.

One of the primary operating goals for 2023 was the procurement of tenancy for the retail space on the Concourse Level. The building is in lease negotiations with an MBE Coffee Shop to replace Starbucks.

Leasing of this vacant space will provide a rent stream as well providing tenants and visitors a convenient place for beverages and a snack without leaving the building.

The Percentage for Operating Expense Allocation for 2023 are as follows: Cook County – 94.92%, City of Chicago – 0.344%, Public Building Commission – 2.985%, ILCC – 0.739% and IWCC – 1.008%

## EXHIBIT E.

2023 BUDGET SUMMARY				
OPERATING BUDGET	2022 BUDGET	2023 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET
<b>REVENUE</b>				
BASE RENT (1)	\$19,616,871	\$19,902,064	\$285,193	1.45%
RETAIL INCOME (2)	\$73,200	\$73,200	\$0	0.00%
OTHER INCOME (3)	\$167,024	\$167,024	\$0	0.00%
INCOME FROM SERVICES RESOLD (4)	\$572,757	\$801,731	\$228,974	39.98%
<b>TOTAL REVENUE</b>	<b>\$20,429,852</b>	<b>\$20,944,019</b>	<b>\$514,166</b>	<b>2.52%</b>
<b>EXPENSES</b>				
UTILITIES EXPENSE	\$3,710,141	\$3,862,039	\$151,899	4.09%
CLEANING EXPENSE	\$4,703,681	\$4,819,325	\$115,644	2.46%
SECURITY EXPENSE	\$4,029,451	\$3,531,671	\$497,781	-12.35%
MECHANICAL MAINTENANCE	\$4,597,970	\$4,763,300	\$165,330	3.60%
BUILDING GENERAL	\$901,780	\$1,047,916	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,023,849	\$1,155,952	\$132,103	12.90%
INSURANCE	\$680,000	\$721,862	\$41,862	6.16%
<b>SUBTOTAL BLDG OPERATING EXPENSES</b>	<b>\$19,646,871</b>	<b>\$19,902,064</b>	<b>\$255,193</b>	<b>1.30%</b>
<b>REIMBURSABLE EXPENSES</b>				
COST OF SERVICES RESOLD	\$572,757	\$801,731	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	0.00%
<b>SUBTOTAL REIMBURSABLE EXPENSES</b>	<b>\$572,757</b>	<b>\$801,731</b>	<b>\$228,974</b>	<b>39.98%</b>
<b>NET OPERATING AUTHORIZATION REQUIREI</b>	<b>\$20,219,628</b>	<b>\$20,703,795</b>	<b>\$484,166</b>	<b>2.39%</b>
<b>CAPITAL BUDGET</b>	<b>\$4,050,000</b>	<b>\$3,792,000</b>	<b>\$258,000</b>	<b>-6.37%</b>
<b>TOTAL DALEY CENTER BUDGET</b>	<b>\$24,269,628</b>	<b>\$24,495,795</b>	<b>\$226,166</b>	<b>0.93%</b>

**Budget Variance Explanations (\$5k and 5%)**

- The \$228,974 increase in Income from Services Resold stems from higher projected gas costs for Cook County and the City of Chicago in 2022. 2021 steam usage reconciliation credits will also decrease overall revenues for tenant steam usage reimbursements.
- The \$497,781 decrease in Security Expense is due to the removal of several contingencies for 2023 COVID-19 related expenses included within the security expense category.
- The \$146,136 increase to Building General Expense results from outsourcing the carpenter labor to a third-party vendor. The reclassification of costs associated with the installation and rental of exterior plaza tenting used to protect building visitors and tenants when entering and exiting the building. There is a granite repair contingency for the east stairwell.
- The \$132,103 increase to Administrative Expense is result of normal staff payroll increases. A correction of a 2022 under budgeted benefit expense.
- The \$41,862 is an increase of insurance premiums based on 2022 actuals.

### **Capital Improvement Plan**

The 2023 Capital Improvement Budget includes \$3,792,000 for the projects listed below:

1. Gas Booster Replacement - **\$150,000**
  - a. Increase line pressure supplied by People's Gas to eliminate 3 boosters.
2. Chilled Water Isolation Valve Installation/Replacement - **\$300,000**
  - a. Installation of chilled water isolation valves with new bypass.
3. Lobby LED Lighting Conversion - **\$288,000**
  - a. Retrofit existing lobby light fixtures to LED's.
4. Pigeon Mitigation - **\$450,000**
  - a. Plaza pigeon control.
5. Plaza Fountain Rebuild - **\$240,000**
  - a. Refurbish the plaza fountain, including lighting, pipes, and heads.
6. Truck Lane Wall and Curb Repair - **\$100,000**
  - a. Repair curbing on both sides of the truck retaining wall.
7. Building Security Enhancements - **\$1,000,000**
  - a. Upgrade security in the lobby and thru the public areas.
8. Re-Lining of Cooling Towers - **1,164,000**
  - a. Replace and repair the existing inner lining cells of the cooling towers.
9. Electric Vehicle Charging Stations - **\$100,000**
  - a. Installation of electric vehicle charging stations within the building's dock and lower level parking garage.

## EXHIBIT E.

**RICHARD J. DALEY CENTER**  
**OPERATIONS AND MAINTENANCE BUDGET**  
**2023 Budget Summary**

<b>COOK COUNTY</b>		<b>2023 Funding %*</b>	<b>2022 Funding %*</b>
BASE RENT	\$18,891,835		
STEAM CHARGES	\$357,733		
2023 CAPITAL PROJECTS	\$3,599,518		
<b>TOTAL COUNTY</b>	<b>\$22,849,086</b>	<b>94.924%</b>	<b>95.88%</b>
<b>CITY OF CHICAGO</b>			
BASE RENT	\$68,463		
STEAM CHARGES	\$443,998		
2023 CAPITAL PROJECTS	\$13,044		
<b>TOTAL CITY</b>	<b>\$525,506</b>	<b>0.344%</b>	<b>0.35%</b>
<b>PBCC</b>			
BASE RENT	\$594,077		
2023 CAPITAL PROJECTS	\$113,191		
<b>TOTAL PBCC</b>	<b>\$707,268</b>	<b>2.985%</b>	<b>3.76%</b>
<b>ILLINOIS WORKERS COMPENSATION COMMISSION</b>			
BASE RENT	\$200,613		
2023 CAPITAL PROJECTS	\$38,223		
<b>TOTAL IWCC</b>	<b>\$238,836</b>	<b>1.008%</b>	<b>0.00%</b>
<b>ILLINOIS LIQUOR CONTROL COMMISSION</b>			
BASE RENT	\$147,076		
2023 CAPITAL PROJECTS	\$28,023		
<b>TOTAL ILCC</b>	<b>\$175,099</b>	<b>0.739%</b>	<b>0.00%</b>
<b>TOTAL FUNDING:</b>	<b>\$24,495,795</b>	<b>100.00%</b>	<b>100.00%</b>

\*Note: Percentage based on 2022 square footage occupied.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET SUMMARY**

<b>BUDGET SUMMARY</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
<b>REVENUE</b>					
BASE RENT	\$19,902,064	\$19,616,871	\$18,962,466	\$939,598	4.96%
RETAIL INCOME	\$73,200	\$73,200	\$93,664	(\$20,464)	-21.85%
OTHER INCOME	\$167,024	\$167,024	\$168,224	(\$1,200)	-0.71%
INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
<b>TOTAL REVENUE</b>	<b>\$20,944,019</b>	<b>\$20,429,852</b>	<b>\$19,957,350</b>	<b>\$986,669</b>	<b>4.94%</b>
<b>OPERATING AND REIMBURSABLE EXPENSES</b>					
UTILITIES EXPENSE	\$3,862,039	\$3,710,141	\$2,957,077	\$904,962	30.60%
CLEANING EXPENSE	\$4,819,325	\$4,703,681	\$4,589,201	\$230,124	5.01%
SECURITY EXPENSE	\$3,531,671	\$4,029,451	\$3,730,874	(\$199,203)	-5.34%
MECHANICAL MAINTENANCE	\$4,763,300	\$4,597,970	\$4,486,367	\$276,933	6.17%
BUILDING GENERAL	\$1,047,916	\$901,780	\$854,470	\$193,446	22.64%
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,023,849	\$1,104,365	\$51,587	4.67%
INSURANCE	\$721,862	\$680,000	\$680,000	\$41,862	6.16%
<b>SUBTOTAL BUILDING OPERATING EXPENSES</b>	<b>\$19,902,064</b>	<b>\$19,646,871</b>	<b>\$18,402,354</b>	<b>\$1,499,710</b>	<b>8.15%</b>
COST OF SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
OPERATING CONTINGENCY	\$0	\$0	\$0	\$0	0.00%
<b>TOTAL EXPENSES</b>	<b>\$20,703,795</b>	<b>\$20,219,628</b>	<b>\$19,135,350</b>	<b>\$1,568,445</b>	<b>8.20%</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
3 YEAR BUDGET COMPARISON**

3 YEAR BUDGET COMPARISON	PROPOSED 2023 BUDGET	2022 BUDGET	2021 BUDGET	\$ VARIANCE 2023 BUDGET VS. 2022 BUDGET	% VARIANCE 2023 BUDGET VS. 2022 BUDGET
<b>REVENUE</b>					
BASE RENT	\$19,902,064	\$19,616,871	\$16,199,821	\$285,193	1.45%
RETAIL INCOME	\$73,200	\$73,200	\$162,852	\$0	0.00%
OTHER INCOME	\$167,024	\$167,024	\$168,224	\$0	0.00%
INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$993,526	\$228,974	39.98%
<b>TOTAL REVENUE</b>	<b>\$20,944,019</b>	<b>\$20,429,852</b>	<b>\$17,524,423</b>	<b>\$514,167</b>	<b>2.52%</b>
<b>OPERATING AND REIMBURSABLE EXPENSES</b>					
UTILITIES EXPENSE	\$3,862,039	\$3,710,141	\$2,743,182	\$151,899	4.09%
CLEANING EXPENSE	\$4,819,325	\$4,703,681	\$4,536,442	\$115,644	2.46%
SECURITY EXPENSE	\$3,531,671	\$4,029,451	\$2,677,511	(\$497,781)	-12.35%
MECHANICAL MAINTENANCE	\$4,763,300	\$4,597,970	\$4,136,491	\$165,330	3.60%
BUILDING GENERAL	\$1,047,916	\$901,780	\$775,770	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,023,849	\$1,033,023	\$132,103	12.90%
INSURANCE	\$721,862	\$680,000	\$628,480	\$41,862	6.16%
<b>SUBTOTAL BUILDING OPERATING EXPENSES</b>	<b>\$19,902,064</b>	<b>\$19,646,871</b>	<b>\$16,530,899</b>	<b>\$255,193</b>	<b>1.30%</b>
COST OF SERVICES RESOLD (TAB X)	\$801,731	\$572,757	\$993,526	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	\$0	0.00%
<b>TOTAL EXPENSES</b>	<b>\$20,703,795</b>	<b>\$20,219,628</b>	<b>\$17,524,425</b>	<b>\$484,167</b>	<b>2.39%</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE EXPENSE SHARES**

	<b>PROPOSED 2023 BUDGET</b>	<b>COOK COUNTY EXPENSE SHARE</b>	<b>PUBLIC BUILDING COMMISSION EXPENSE SHARE</b>	<b>CITY OF CHICAGO EXPENSE SHARE</b>	<b>ILLINOIS WORKERS COMPENSATION COMMISSION</b>	<b>ILLINOS LIQUOR CONTROL COMMISSION</b>
<b>OPERATING AND REIMBURSABLE EXPENSES</b>						
UTILITIES EXPENSE	\$3,862,039	\$3,666,002	\$115,282	\$13,285	\$38,929	\$28,540
CLEANING EXPENSE	\$4,819,325	\$4,574,696	\$143,857	\$16,578	\$48,579	\$35,615
SECURITY EXPENSE	\$3,531,671	\$3,352,403	\$105,420	\$12,149	\$35,599	\$26,099
MECHANICAL MAINTENANCE	\$4,763,300	\$4,521,515	\$142,185	\$16,386	\$48,014	\$35,201
BUILDING GENERAL	\$1,047,916	\$994,723	\$31,280	\$3,605	\$10,563	\$7,744
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,097,276	\$34,505	\$3,976	\$11,652	\$8,542
INSURANCE	\$721,862	\$685,220	\$21,548	\$2,483	\$7,276	\$5,335
<b>TOTAL BUILDING OPERATING EXPENSES</b>	<b>\$19,902,064</b>	<b>\$18,891,835</b>	<b>\$594,077</b>	<b>\$68,463</b>	<b>\$200,613</b>	<b>\$147,076</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE EXPENSE SHARES**

	<b>COOK COUNTY PROPOSED 2023 BUDGET EXPENSE SHARE</b>	<b>COOK COUNTY 2022 BUDGET EXPENSE SHARE</b>	<b>COOK COUNTY 2021 BUDGET EXPENSE SHARE</b>
<b>OPERATING AND REIMBURSABLE EXPENSES</b>			
UTILITIES EXPENSE	\$3,666,002	\$3,521,814	\$2,630,382
CLEANING EXPENSE	\$4,574,696	\$4,464,922	\$4,349,904
SECURITY EXPENSE	\$3,352,403	\$3,824,916	\$2,567,412
MECHANICAL MAINTENANCE	\$4,521,515	\$4,364,577	\$3,966,398
BUILDING GENERAL	\$994,723	\$856,005	\$743,870
ADMINISTRATIVE EXPENSE	\$1,097,276	\$971,878	\$990,545
INSURANCE	\$685,220	\$617,006	\$602,637
<b>TOTAL BUILDING OPERATING EXPENSES</b>	<b>\$18,891,835</b>	<b>\$18,621,119</b>	<b>\$15,851,148</b>

EXHIBIT E.

RICHARD J. DALEY CENTER 2023 OPERATING BUDGET BY OCCUPANTS

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<b>SUMMARY OF OPERATING AND MAINTENANCE RENTAL OBLIGATIONS</b>													
COUNTY BASE RENT	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$18,891,835
COUNTY STEAM CHARGES	\$0	\$72,865	\$68,314	\$42,154	\$3,976	\$2,028	\$1,366	\$2,802	\$2,731	\$9,218	\$70,471	\$81,808	\$357,733
<b>TOTAL COUNTY O &amp; M CHARGES</b>	<b>\$1,574,320</b>	<b>\$1,647,184</b>	<b>\$1,642,633</b>	<b>\$1,616,473</b>	<b>\$1,578,296</b>	<b>\$1,576,347</b>	<b>\$1,575,685</b>	<b>\$1,577,121</b>	<b>\$1,577,051</b>	<b>\$1,583,538</b>	<b>\$1,644,791</b>	<b>\$1,656,128</b>	<b>\$19,249,568</b>
IWCC BASE RENT	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$200,613
<b>TOTAL IWCC O &amp; M CHARGES</b>	<b>\$16,718</b>	<b>\$200,613</b>											
ILCC BASE RENT	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$147,076
<b>TOTAL ILCC O &amp; M CHARGES</b>	<b>\$12,256</b>	<b>\$147,076</b>											
CITY BASE RENT	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$68,463
CITY STEAM CHARGES	\$38,208	\$69,199	\$66,136	\$48,138	\$19,647	\$10,942	\$12,733	\$9,689	\$9,994	\$25,260	\$65,381	\$68,670	\$443,998
<b>TOTAL CITY O &amp; M CHARGES</b>	<b>\$43,914</b>	<b>\$74,904</b>	<b>\$71,841</b>	<b>\$53,843</b>	<b>\$25,352</b>	<b>\$16,647</b>	<b>\$18,438</b>	<b>\$15,395</b>	<b>\$15,699</b>	<b>\$30,965</b>	<b>\$71,087</b>	<b>\$74,376</b>	<b>\$512,461</b>
PBCC BASE RENT	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$594,077
<b>TOTAL PBCC O &amp; M CHARGES</b>	<b>\$49,506</b>	<b>\$594,077</b>											

<b>TOTAL BASE RENT:</b>	\$19,902,064
<b>TOTAL SERVICES RESOLD:</b>	\$801,731
<b>TOTAL TENANT CONTRIBUTIONS:</b>	\$20,703,795

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL  
PERSONNEL ROSTER**

Department	Title	No. of Employees Budget 2023	No. of Employees Budget 2022	Building Staff Expense	Contract Employee Expense
<b>Cleaning Staff:</b>		<b>69</b>	<b>69</b>		<b>\$4,327,265</b>
contract employees	Day	14	14		
contract employees	Night	49	49		
contract employees	COVID-19 Disinfecting	6	6		
<b>Security Staff:</b>		<b>32</b>	<b>47</b>		<b>\$2,580,339</b>
contract employees	Director	1	1		
building employee	Administrative	0	0		
contract employees	Security Manager	1	1		
contract employees	Roving Supervisors	3	3		
contract employees	Supervisory Guards	3	4		
contract employees	Guards	22	23		
contract employees	COVID-19 Roving Patrol	2	15		
<b>Engineers:</b>		<b>18</b>	<b>18</b>		<b>\$3,031,940</b>
building employee	Chief Engineer	1	1		
building employee	Assistant Chief Engineer	2	2		
building employee (1)	Engineer	15	15		
building employee	Apprentice	0	0		
<b>Carpenter:</b>		<b>1</b>	<b>1</b>	<b>\$225,652</b>	
<b>Elevator Personnel:</b>		<b>1</b>	<b>1</b>	<b>\$107,318</b>	
building employee	Tenant Coordinator	1	1		
<b>Administrative:</b>		<b>5</b>	<b>5</b>	<b>\$655,219</b>	
building employee	General Manager	1	1		
building employee	Assistant General Manager	1	1		
building employee	Property Accountant	1	1		
building employee	Special Events Manager	1	1		
building employee	Administrative Assistant	1	1		
<b>TOTAL PAYROLL:</b>		<b>126</b>	<b>141</b>	<b>\$988,189</b>	<b>\$9,939,544</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

REVENUE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. BASE RENT COUNTY	\$18,891,835	\$18,621,119	\$18,182,730	\$709,105	3.90%
2. BASE RENT CITY	\$68,463	\$67,482	\$65,989	\$2,474	3.75%
3. BASE RENT PBCC	\$594,077	\$585,564	\$713,747	(\$119,670)	-16.77%
4. BASE RENT IWCC	\$200,613	\$197,738	\$95,568	\$105,045	0.00%
5. BASE RENT ILCC	\$147,076	\$144,969	\$70,068	\$77,008	0.00%
6. RETAIL INCOME	\$49,200	\$61,200	\$87,264	(\$38,064)	-43.62%
7. SPECIAL EVENTS INCOME	\$167,024	\$167,024	\$167,024	\$0	100.00%
8. RETAIL PERCENTAGE RENT	\$24,000	\$12,000	\$6,400	\$17,600	275.00%
9. INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
<b>TOTAL</b>	<b>\$20,944,019</b>	<b>\$20,429,852</b>	<b>\$20,121,786</b>	<b>\$822,233</b>	<b>4.09%</b>

1. Based on 94.924% for Cook County occupancy. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
2. Based on 0.344% occupancy for City of Chicago. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
3. Based on 2.985% occupancy for Public Building Commission of Chicago. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
4. Based on 1.008% occupancy for Illinois Workers Compensation Commission. IWCC began rental payments in July 2021.
5. Based on 0.739% occupancy for Illinois Liquor Control Commission. ILCC began rental payments in July 2021.
6. Retail rent summary:  
 12th floor surety bondsmen (total of 6): \$4,200 bondsmen (\$350.00 per month) \$25,200 total  
 Distributed Antenna Systems Rent: \$24,200 (\$2,000 per month) represents 1 cellular carrier  
 Retail tenant possible but not under lease.
7. Special events revenue for plaza events and displays
8. Percentage rent for vending machines, \$1,000 per month. Lower projected income for 2023 as a result of possible reduced foot traffic throughout the building.  
 ATM Machines: \$1,000 monthly. 2023 revenue of \$12,000
9. Services resold to tenants, identified as reimbursable expenses.  
 Steam \$772K (metered) - In addition to credits from 2021 steam reconciliation of \$200K

**RICHARD J. DALEY CENTER 2023 OPERATING BUDGET BY OCCUPANTS**

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<b>REVENUE</b>													
<b>BASE RENTS</b>													
3000-105 BASE RENT COUNTY (94.924%)	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$18,891,835
3000-111 BASE RENT IWCC (1.008%)	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$200,613
3000-111 BASE RENT ILCC (0.739%)	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$147,076
3000-110 BASE RENT CITY (0.344%)	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$68,463
3000-115 BASE RENT PBCC (2.985%)	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$594,077
<b>TOTAL BASE RENT</b>	<b>\$1,658,505</b>	<b>\$19,902,064</b>											
<b>OTHER RENTAL INCOME</b>													
3100-100 RETAIL RENTAL INCOME	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$49,200
3100-150 RETAIL RENT - PERCENTAGE	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
3100-175 SPECIAL EVENTS INCOME	\$750	\$75	\$3,712	\$8,212	\$30,525	\$18,150	\$12,300	\$19,575	\$12,375	\$17,475	\$750	\$43,125	\$167,024
<b>OTHER RENTAL INCOME</b>	<b>\$6,850</b>	<b>\$6,175</b>	<b>\$9,812</b>	<b>\$14,312</b>	<b>\$36,625</b>	<b>\$24,250</b>	<b>\$18,400</b>	<b>\$25,675</b>	<b>\$18,475</b>	<b>\$23,575</b>	<b>\$6,850</b>	<b>\$49,225</b>	<b>\$240,224</b>
<b>OTHER INCOME</b>													
3400-241 SERVICE INCOME-REIMBURSABLE FROM TENANTS	\$38,208	\$142,063.87	\$134,449.68	\$90,291.65	\$23,623.00	\$12,970.00	\$14,098.91	\$12,490.91	\$12,724.95	\$34,478.37	\$135,852.55	\$150,478.74	\$801,731
<b>OTHER INCOME</b>	<b>\$38,208</b>	<b>\$142,064</b>	<b>\$134,450</b>	<b>\$90,292</b>	<b>\$23,623</b>	<b>\$12,970</b>	<b>\$14,099</b>	<b>\$12,491</b>	<b>\$12,725</b>	<b>\$34,478</b>	<b>\$135,853</b>	<b>\$150,479</b>	<b>\$801,731</b>
<b>TOTAL REVENUE</b>	<b>\$1,703,564</b>	<b>\$1,806,744</b>	<b>\$1,802,767</b>	<b>\$1,763,109</b>	<b>\$1,718,753</b>	<b>\$1,695,725</b>	<b>\$1,691,004</b>	<b>\$1,696,671</b>	<b>\$1,689,705</b>	<b>\$1,716,559</b>	<b>\$1,801,208</b>	<b>\$1,858,209</b>	<b>\$20,944,019</b>

EXHIBIT E.

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<b>OPERATING EXPENSES</b>													
<b>1. UTILITIES EXPENSE</b>													
4200-150 ELECTRICITY	\$192,928	\$157,321	\$161,205	\$169,115	\$157,873	\$199,103	\$213,798	\$220,814	\$253,832	\$200,142	\$196,493	\$227,470	\$2,350,095
4200-200 GAS	\$203,383	\$201,727	\$177,298	\$102,160	\$62,156	\$41,564	\$39,108	\$40,082	\$39,746	\$67,705	\$143,686	\$202,777	\$1,321,394
4200-250 TENANT STEAM	(\$38,208)	(\$142,064)	(\$134,450)	(\$90,292)	(\$23,623)	(\$12,970)	(\$14,099)	(\$12,491)	(\$12,725)	(\$34,478)	(\$135,853)	(\$150,479)	(\$801,731)
4200-600 WATER	\$26,096	\$30,603	\$25,530	\$33,957	\$35,563	\$33,179	\$26,600	\$29,975	\$27,630	\$28,830	\$26,240	\$24,655	\$348,858
4200-955 LOAN INTEREST	\$0	\$0	\$36,087	\$0	\$0	\$0	\$0	\$0	\$30,560	\$0	\$0	\$0	\$66,647
4200-960 LOAN PRINCIPAL	\$0	\$0	\$285,625	\$0	\$0	\$0	\$0	\$0	\$291,152	\$0	\$0	\$0	\$576,777
<b>TOTAL UTILITIES EXPENSE</b>	<b>\$384,199</b>	<b>\$247,587</b>	<b>\$551,295</b>	<b>\$214,941</b>	<b>\$231,969</b>	<b>\$260,877</b>	<b>\$265,408</b>	<b>\$278,380</b>	<b>\$630,196</b>	<b>\$262,199</b>	<b>\$230,566</b>	<b>\$304,424</b>	<b>\$3,862,039</b>
<b>2. CLEANING EXPENSE</b>													
4000-201 CLEANING CONTRACT SERVICE - DAY	\$77,887	\$77,887	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$1,008,482
4000-202 CLEANING CONTRACT SERVICE - NIGHT	\$271,748	\$271,748	\$272,529	\$272,529	\$322,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$3,318,783
4000-211 ADDITIONAL CLEANING SERVICES	\$4,000	\$4,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$4,000	\$4,000	\$28,000
4000-700 WINDOW WASHING SERVICE CONTRACT	\$4,600	\$4,600	\$4,600	\$23,205	\$4,600	\$4,600	\$6,290	\$4,600	\$23,205	\$4,600	\$15,205	\$6,290	\$106,395
4100-882 WINDOW WASHING RIG SERVICE CONTRACT	\$6,992	\$6,992	\$6,992	\$31,992	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$110,576
4000-215 CLEANING-SUPP/MATERIALS	\$19,680	\$19,680	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$239,889
4000-212 UNIFORMS	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$7,200
<b>TOTAL CLEANING EXPENSE</b>	<b>\$385,507</b>	<b>\$385,507</b>	<b>\$391,544</b>	<b>\$435,149</b>	<b>\$441,753</b>	<b>\$391,753</b>	<b>\$393,443</b>	<b>\$391,753</b>	<b>\$410,358</b>	<b>\$391,753</b>	<b>\$404,858</b>	<b>\$395,943</b>	<b>\$4,819,325</b>
<b>3. SECURITY DEPARTMENT</b>													
4400-200 SECURITY CONTRACT SERVICE	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$2,580,339
4400-210 ADDITIONAL SECURITY SERVICES	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
4400-310 SECURITY REPAIRS AND MAINTENANCE	\$5,260	\$5,260	\$6,260	\$5,260	\$5,260	\$11,260	\$5,260	\$5,260	\$7,760	\$21,260	\$5,260	\$77,910	\$161,270
4400-400 SECURITY SUPPLIES AND MATERIALS	\$6,151	\$1,001	\$2,401	\$12,301	\$1,001	\$11,601	\$3,151	\$10,001	\$1,301	\$5,151	\$1,001	\$1,001	\$56,062
4400-700 FIRE SAFETY R&M EXPENSE	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
4400-800 COVID-19 RELATED EXPENSE	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$710,000
<b>TOTAL SECURITY EXPENSE</b>	<b>\$287,606</b>	<b>\$282,456</b>	<b>\$284,856</b>	<b>\$293,756</b>	<b>\$282,456</b>	<b>\$299,056</b>	<b>\$284,606</b>	<b>\$291,456</b>	<b>\$285,256</b>	<b>\$302,606</b>	<b>\$282,456</b>	<b>\$355,106</b>	<b>\$3,531,671</b>

EXHIBIT E.

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>ANNUAL BUDGET</u>
<b>4. MECHANICAL MAINTENANCE DEPARTMENT</b>													
<b>ELECTRICAL R&amp;M</b>													
4100-415 ELECTRICIAN - SUPPLIES/MATERIALS	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000
4100-410 ELECTRICIAN - REPAIRS/MAINTENANCE	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$65,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$120,500
4100-480 ELECTRICIAN - UNIFORMS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ELECTRICAL R &amp; M EXPENSE</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$70,000</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$174,500</b>
<b>PLUMBING R &amp; M</b>													
4100-610 PLUMBING REP/MAINT O/S SERVICES	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
<b>TOTAL PLUMBING R &amp; M EXPENSE</b>	<b>\$4,000</b>	<b>\$48,000</b>											
<b>HVAC R &amp; M</b>													
4100-300 HVAC-CONTRACT SERVICE	\$21,642	\$9,774	\$1,167	\$21,642	\$10,167	\$1,167	\$21,642	\$10,167	\$1,167	\$21,642	\$10,167	\$1,167	\$131,509
4100-301 HVAC-CONTROLS CONTRACT	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$65,518
4100-315 HVAC-SUPPLIES/MATERIALS	\$6,500	\$6,500	\$31,500	\$6,500	\$9,300	\$6,500	\$31,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$130,800
4100-310 REPAIRS & MAINTENANCE	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$153,200
4100-100 HVAC-PAYROLL	\$234,031	\$255,931	\$228,758	\$228,758	\$231,142	\$335,681	\$236,125	\$236,125	\$236,125	\$236,125	\$326,516	\$246,623	\$3,031,940
4100-151 UNIFORMS	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$9,000
<b>TOTAL HVAC R &amp; M EXPENSE</b>	<b>\$292,069</b>	<b>\$285,721</b>	<b>\$274,941</b>	<b>\$286,796</b>	<b>\$264,126</b>	<b>\$356,864</b>	<b>\$319,163</b>	<b>\$266,309</b>	<b>\$257,308</b>	<b>\$294,163</b>	<b>\$356,700</b>	<b>\$267,806</b>	<b>\$3,521,967</b>
<b>ELEVATOR R &amp; M</b>													
4100-200 ELEVATORS-CONTRACT SERVICE	\$80,933	\$80,933	\$80,933	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$1,000,333
4100-210 VANDALISM AND NON CONTRACT REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$18,500	\$0	\$0	\$0	\$0	\$0	\$18,500
<b>TOTAL ELEVATOR R &amp; M EXPENSE</b>	<b>\$80,933</b>	<b>\$80,933</b>	<b>\$80,933</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$102,670</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$84,170</b>	<b>\$1,018,833</b>
<b>TOTAL DEPARTMENTAL EXPENSE</b>	<b>\$386,502</b>	<b>\$380,154</b>	<b>\$369,374</b>	<b>\$384,466</b>	<b>\$361,796</b>	<b>\$454,535</b>	<b>\$495,833</b>	<b>\$363,979</b>	<b>\$354,979</b>	<b>\$391,833</b>	<b>\$454,370</b>	<b>\$365,477</b>	<b>\$4,763,300</b>

EXHIBIT E.

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<b><u>5. BUILDING GENERAL DEPARTMENT</u></b>													
<b><u>PAINTING R &amp; M</u></b>													
4100-861 PAINTING SUPPLIES & MATERIALS	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
4100-860 PAINTING - CONTRACTOR	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
<b>SUBTOTAL PAINTING AND R &amp; M EXPENSE</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$72,000</b>
<b><u>CARPENTERS R &amp; M</u></b>													
4100-931 CARPENTRY PAYROLL	\$18,899	\$14,604	\$19,758	\$20,020	\$18,899	\$19,840	\$18,037	\$20,742	\$18,037	\$19,840	\$18,939	\$18,037	\$225,652
4100-934 CARPENTRY UNIFORMS	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$420
4100-930 CARPENTRY SUPPLIES	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
<b>SUBTOTAL CARPENTER R &amp; M EXPENSE</b>	<b>\$19,059</b>	<b>\$14,764</b>	<b>\$19,918</b>	<b>\$20,180</b>	<b>\$19,059</b>	<b>\$20,000</b>	<b>\$18,197</b>	<b>\$20,902</b>	<b>\$18,197</b>	<b>\$20,000</b>	<b>\$19,099</b>	<b>\$18,197</b>	<b>\$227,572</b>
<b><u>SERVICES AND SUPPLIES</u></b>													
4100-830 GEN BUILD SUPPLIES MATERIALS	\$2,225	\$725	\$725	\$2,225	\$725	\$725	\$5,669	\$725	\$725	\$2,225	\$725	\$4,169	\$21,587
4300-100 LANDSCAPING	\$0	\$0	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$0	\$0	\$45,320
4000-500 CONTRACT SVC-TRASH REMOVAL	\$4,100	\$4,100	\$8,300	\$4,400	\$4,600	\$4,600	\$4,600	\$4,900	\$4,600	\$4,600	\$4,400	\$4,100	\$57,300
4100-805 EXTERMINATOR SERVICES	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$7,200
4100-810 CONTRACT SVC-METAL MAINT.	\$1,850	\$600	\$600	\$19,350	\$5,100	\$3,100	\$1,850	\$600	\$600	\$1,850	\$600	\$600	\$36,700
4100-845 GENERAL BUILDING REPAIRS	\$21,463	\$5,362	\$11,660	\$24,408	\$40,362	\$5,362	\$18,508	\$5,362	\$21,430	\$39,502	\$20,058	\$5,362	\$218,839
4100-840 GLASS REPLACEMENT	\$19,000	\$0	\$69,000	\$0	\$19,570	\$0	\$19,570	\$0	\$19,570	\$0	\$19,570	\$0	\$166,280
4100-826 DIRECTORY STRIPS, AND SIGNS	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
4100-220 ELEVATOR STARTERS PAYROLL EXPENSE	\$8,519	\$8,572	\$9,565	\$8,509	\$6,400	\$11,603	\$8,509	\$8,509	\$8,509	\$8,509	\$8,509	\$11,604	\$107,318
4800-010 FURNITURE REPAIR	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$10,800
4800-020 WOOD MAINTENANCE	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
4800-030 CARPET	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$51,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$68,000
<b>TOTAL BUILDING GENERAL SERVICES &amp; SUPPLIES</b>	<b>\$60,907</b>	<b>\$23,109</b>	<b>\$109,265</b>	<b>\$68,307</b>	<b>\$86,172</b>	<b>\$84,805</b>	<b>\$68,121</b>	<b>\$29,511</b>	<b>\$64,849</b>	<b>\$66,101</b>	<b>\$57,612</b>	<b>\$29,584</b>	<b>\$748,344</b>
<b>TOTAL DEPARTMENTAL EXPENSE</b>	<b>\$85,965</b>	<b>\$43,873</b>	<b>\$135,183</b>	<b>\$94,487</b>	<b>\$111,231</b>	<b>\$110,806</b>	<b>\$92,317</b>	<b>\$56,413</b>	<b>\$89,046</b>	<b>\$92,102</b>	<b>\$82,711</b>	<b>\$53,781</b>	<b>\$1,047,916</b>

EXHIBIT E.

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<b>6. ADMINISTRATION EXPENSES</b>													
4500-580 OFFICE SUPPLIES	\$6,725	\$1,595	\$1,595	\$4,025	\$1,595	\$1,595	\$4,025	\$1,595	\$2,095	\$4,025	\$1,595	\$1,595	\$32,060
4500-520 TELEPHONE	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$23,640
4500-300 MANAGEMENT FEES	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$168,533
4500-730 OTHER PROFESSIONAL FEES	\$48,050	\$1,500	\$4,000	\$31,550	\$1,500	\$1,500	\$9,050	\$1,500	\$1,500	\$9,050	\$1,500	\$1,500	\$112,200
4500-410 LEGAL FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
4500-414 ENVIRONMENTAL FEES	\$4,000	\$2,150	\$17,000	\$0	\$0	\$0	\$0	\$8,000	\$2,150	\$0	\$0	\$0	\$33,300
4500-100 ADMINISTRATIVE PAYROLL	\$35,883	\$35,883	\$74,487	\$37,318	\$37,318	\$55,977	\$37,318	\$37,318	\$37,318	\$37,318	\$37,318	\$55,977	\$519,436
4500-101 ADMINISTRATIVE BENEFITS	\$11,227	\$11,149	\$14,246	\$11,000	\$10,755	\$12,396	\$10,755	\$10,755	\$10,755	\$10,755	\$10,755	\$11,237	\$135,783
4500-590 STACKING PLAN AND BLDG SFT CALC	\$650	\$3,150	\$650	\$650	\$3,150	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$12,800
4500-700 ADMINISTRATIVE EXPENSE	\$1,100	\$1,100	\$6,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$18,200
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>\$123,650</b>	<b>\$72,541</b>	<b>\$134,093</b>	<b>\$101,657</b>	<b>\$71,432</b>	<b>\$89,233</b>	<b>\$78,912</b>	<b>\$76,932</b>	<b>\$71,582</b>	<b>\$78,912</b>	<b>\$68,932</b>	<b>\$188,074</b>	<b>\$1,155,952</b>
<b>7. INSURANCE EXPENSE</b>													
4700-010 INSURANCE	\$162,313	\$8,208	\$8,333	\$162,604	\$8,499	\$8,499	\$162,604	\$8,499	\$12,699	\$162,604	\$8,499	\$8,499	\$721,862
<b>TOTAL INSURANCE EXPENSE</b>	<b>\$162,313</b>	<b>\$8,208</b>	<b>\$8,333</b>	<b>\$162,604</b>	<b>\$8,499</b>	<b>\$8,499</b>	<b>\$162,604</b>	<b>\$8,499</b>	<b>\$12,699</b>	<b>\$162,604</b>	<b>\$8,499</b>	<b>\$8,499</b>	<b>\$721,862</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$1,815,742</b>	<b>\$1,420,326</b>	<b>\$1,874,678</b>	<b>\$1,687,061</b>	<b>\$1,509,137</b>	<b>\$1,614,758</b>	<b>\$1,773,124</b>	<b>\$1,467,414</b>	<b>\$1,854,116</b>	<b>\$1,682,009</b>	<b>\$1,532,393</b>	<b>\$1,671,304</b>	<b>\$19,902,064</b>
<b>REIMBURSABLE EXPENSE</b>													
4900-140 COST OF STEAM RESOLD COUNTY	\$0	\$72,865	\$68,314	\$42,154	\$3,976	\$2,028	\$1,366	\$2,802	\$2,731	\$9,218	\$70,471	\$81,808	\$357,733
4900-150 COST OF STEAM RESOLD CITY	\$38,208	\$69,199	\$66,136	\$48,138	\$19,647	\$10,942	\$12,733	\$9,689	\$9,994	\$25,260	\$65,381	\$68,670	\$443,998
4900-160 COUNTY PACKAGE UNIT MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REIMBURSABLE EXPENSE</b>	<b>\$38,208</b>	<b>\$142,064</b>	<b>\$134,450</b>	<b>\$90,292</b>	<b>\$23,623</b>	<b>\$12,970</b>	<b>\$14,099</b>	<b>\$12,491</b>	<b>\$12,725</b>	<b>\$34,478</b>	<b>\$135,853</b>	<b>\$150,479</b>	<b>\$801,731</b>
<b>CONTINGENCY</b>	<b>\$0</b>												
<b>TOTAL OPERATING AND NON-OPERATING</b>	<b>\$1,853,950</b>	<b>\$1,562,390</b>	<b>\$2,009,128</b>	<b>\$1,777,353</b>	<b>\$1,532,760</b>	<b>\$1,627,728</b>	<b>\$1,787,223</b>	<b>\$1,479,904</b>	<b>\$1,866,841</b>	<b>\$1,716,488</b>	<b>\$1,668,246</b>	<b>\$1,821,783</b>	<b>\$20,703,795</b>
<b>OPERATING SURPLUS OR (DEFICIT)</b>	<b>\$150,386</b>	<b>(\$244,354)</b>	<b>\$206,361</b>	<b>\$14,244</b>	<b>(\$185,993)</b>	<b>(\$67,997)</b>	<b>\$96,219</b>	<b>(\$216,767)</b>	<b>\$177,136</b>	<b>(\$71)</b>	<b>(\$132,962)</b>	<b>(\$36,426)</b>	<b>(\$240,224)</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

UTILITIES BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ELECTRICITY	\$2,350,095	\$2,451,318	\$1,855,431	\$494,664	26.66%
2. NATURAL GAS	\$1,321,394	\$918,267	\$872,711	\$448,683	51.41%
3. TENANT STEAM USAGE	(\$801,731)	(\$572,757)	(\$728,096)	(\$73,635)	10.11%
4. WATER	\$348,858	\$290,545	\$321,955	\$26,903	8.36%
5. ENERGY PERFORMANCE CONTRACT LOAN	\$643,424	\$622,768	\$635,076	\$8,348	1.31%
<b>TOTAL</b>	<b>\$3,862,039</b>	<b>\$3,710,141</b>	<b>\$2,957,077</b>	<b>\$904,962</b>	<b>30.60%</b>

1. See Electrical Budget Worksheet based on utility consultant usage projections and existing procurement rates. Building continues the COVID-19 enhanced ventilation efforts.

Variance is an over-estimation of usage in 2022.

2. See Natural Gas Budget based on utility consultant usage projections and existing rates. Variance is a result of increased usage and air intake requiring daily conditioning and price increase from energy suppliers.

3. See Natural Gas Budget Worksheet (2022 Budget Tenant Steam Cost). Includes all costs for City Hall and County Building steam usage.

These costs are offset against the overall utility expense category.

Also, includes reconciliation performed for 2021 steam usage. Credits owed by City and County totals \$131K and will be applied against 2023 charges.

Variance is due to reconciliation credits or charges that vary from year to year based on City Hall/County Bldg usage.

4. See Water Budget Worksheet.

Variance stems from price increase from supplier.

5. Energy Performance Contracting Loan (March 2011 through September 2025). Payments due in March and September. Funded by savings created and applied to utility and maintenance expenses.

EXHIBIT E.

RICHARD J. DALEY CENTER

ELECTRIC BUDGET WORKSHEET  
2023

Month	Electricity Usage (kwh)	Total Cost @ Fixed Contract Energy Rate (\$)	Percent Bought @ Variable Energy Rate (%)	Distribution Loss Charges (\$)	Transmission Service Charges (\$)	Reserve Capacity Charges (\$)	Renewable Portfolio Standard Charges (\$)	Electric Utility Distribution Charges (\$)	Utility Taxes (\$)	Subtotal	Contingency Variance	Total
January	1,843,056	\$69,557	0%	\$4,146	\$25,803	\$32,792	\$5,769	\$40,807	\$4,868	\$183,741	\$9,187	\$192,928
February	1,468,236	\$55,411	0%	\$3,303	\$20,555	\$26,123	\$4,596	\$35,907	\$3,935	\$149,829	\$7,491	\$157,321
March	1,507,312	\$56,886	0%	\$3,390	\$21,102	\$26,818	\$4,718	\$36,582	\$4,032	\$153,529	\$7,676	\$161,205
April	1,486,130	\$56,087	0%	\$3,343	\$20,806	\$26,441	\$4,652	\$45,755	\$3,979	\$161,062	\$8,053	\$169,115
May	1,307,006	\$49,326	0%	\$2,940	\$18,298	\$23,254	\$4,091	\$48,913	\$3,533	\$150,356	\$7,518	\$157,873
June	1,672,220	\$63,110	0%	\$3,761	\$23,411	\$29,752	\$5,234	\$59,912	\$4,442	\$189,622	\$9,481	\$199,103
July	1,810,082	\$68,312	0%	\$4,071	\$25,341	\$32,205	\$5,666	\$63,235	\$4,787	\$203,618	\$10,181	\$213,798
August	1,905,385	\$71,909	0%	\$4,286	\$26,675	\$33,901	\$5,964	\$62,540	\$5,024	\$210,299	\$10,515	\$220,814
September	2,195,090	\$82,843	0%	\$4,937	\$30,731	\$39,055	\$6,871	\$71,562	\$5,746	\$241,745	\$12,087	\$253,832
October	1,704,897	\$64,343	0%	\$3,835	\$23,869	\$30,334	\$5,336	\$58,371	\$4,524	\$190,611	\$9,531	\$200,142
November	1,757,492	\$66,328	0%	\$3,953	\$24,605	\$31,269	\$5,501	\$50,825	\$4,655	\$187,136	\$9,357	\$196,493
December	2,141,724	\$80,829	0%	\$4,817	\$29,984	\$38,106	\$6,704	\$50,587	\$5,612	\$216,638	\$10,832	\$227,470
Annual Totals	20,798,630	\$784,940	0%	\$46,782	\$291,181	\$370,049	\$65,100	\$624,996	\$55,137	\$2,238,185	\$111,909	\$2,350,095

Fixed Contract Energy Rate \$/kWh(1)	0.03774
Distribution Loss Factor % (2)	5.96%
Unit Transmission Service Charge \$/kWh (3)	0.014
Unit Reserve Capacity Charge \$/kWh (4)	0.017792
Renewable Portfolio Standard Charge \$/kWh (5)	0.00313
Contingency Variance % (6)	5.00%

NOTES
(1) Fixed Electricity Rate set forth in Constellation (CE) contract dated 10/6/21 for above term
(2) ComEd Distribution Loss Factor for Daley Center Load Classification on Informational Sht. 33
(3) Estimated Unit Transmission Charge Obtained from CE on 10/6/21 from Fixed All In Supply Agreement
(4) Est. Unit Reserve Capacity Charge Obtained from CE on 10/6/21 from Fixed Supply Agreement
(5) Estimated Unit Renewable Portfolio Standard Charge on ComEd Invoice.
Supply Proposal
(6) Electric Utility Distribution Charges Increased 2% versus 2022 to cover other ComEd increases.

EXHIBIT E.

Projected 2023 Natural Gas Budget  
 Facility: Richard J Daley Center

Fixed Price/therm (January - March)	\$0.5892
Variable Price/therm (January - March)	\$0.0000
Fixed Price/therm (April - December)	\$0.5892
Delivery & Tax/therm	\$0.2426
Total Cost/therm	\$0.9157
Effective Tax Rate	3.2%
Variance	5%

Month	Projected Usage	Deliveries (2)	Fixed Price Volume	Fixed Gas Cost	Utility Charges	Taxes	Subtotal	Allowed Variance	Total
January	271,733	271,733	237,270	\$139,802	\$50,517	\$3,379	\$193,698	\$9,685	\$203,383
February	223,765	223,765	236,840	\$139,548	\$49,296	\$3,277	\$192,121	\$9,606	\$201,727
March	190,979	190,979	203,850	\$120,110	\$45,762	\$2,983	\$168,855	\$8,443	\$177,298
April	115,265	115,265	101,976	\$60,085	\$35,115	\$2,095	\$97,295	\$4,865	\$102,160
May	46,854	46,854	46,854	\$27,607	\$29,927	\$1,662	\$59,196	\$2,960	\$62,156
June	17,347	17,347	17,347	\$10,221	\$27,873	\$1,491	\$39,585	\$1,979	\$41,564
July	14,233	14,233	14,233	\$8,386	\$27,408	\$1,452	\$37,246	\$1,862	\$39,108
August	16,027	16,027	16,027	\$9,443	\$27,288	\$1,442	\$38,173	\$1,909	\$40,082
September	15,284	15,284	15,284	\$9,005	\$27,397	\$1,451	\$37,853	\$1,893	\$39,746
October	55,813	55,813	55,813	\$32,886	\$29,933	\$1,662	\$64,481	\$3,224	\$67,705
November	160,217	160,217	160,217	\$94,401	\$39,946	\$2,497	\$136,844	\$6,842	\$143,686
December	246,798	246,798	246,798	\$145,416	\$44,802	\$2,903	\$193,121	\$9,656	\$202,777
<b>TOTAL</b>	<b>1,374,315</b>	<b>1,374,315</b>	<b>1,352,509</b>	<b>\$796,912</b>	<b>\$435,264</b>	<b>\$26,294</b>	<b>\$1,258,470</b>	<b>\$62,923</b>	<b>\$1,321,393</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
TOTAL THERMS DISTRIBUTED  
FIRST FIVE MONTHS OF 2022**

MONTH	TOTAL THERMS PRODUCED	DISTRIBUTION		
		COUNTY	CITY	DALEY CENTER
<b>JAN</b>	315,865	59,066	62,922	193,877
<b>FEB</b>	251,610	53,835	50,264	147,511
<b>MAR</b>	213,004	49,621	48,039	115,344
<b>APR</b>	145,856	30,619	34,966	80,271
<b>MAY</b>	37,770	2,888	14,271	20,611
<b>TOTAL</b>	<b>964,105</b>	<b>196,029</b>	<b>210,462</b>	<b>557,614</b>

**RICHARD J. DALEY CENTER  
TOTAL THERMS DISTRIBUTED  
LAST SEVEN MONTHS OF 2021**

MONTH	PRODUCED	DISTRIBUTION		
		COUNTY	CITY	DALEY CENTER
<b>JUN</b>	13,393	1,473	7,948	3,972
<b>JUL</b>	13,394	992	9,249	3,153
<b>AUG</b>	12,161	2,035	7,038	3,088
<b>SEPT</b>	13,970	1,984	7,259	4,727
<b>OCT</b>	56,299	6,696	18,348	31,255
<b>NOV</b>	184,602	51,188	47,491	85,923
<b>DEC</b>	214,820	59,423	49,880	105,517
<b>TOTAL</b>	<b>508,639</b>	<b>123,791</b>	<b>147,213</b>	<b>237,635</b>

BUDGET SUMMARY 2023 BUDGET TENANT STEAM COST RESOLD TO COUNTY 2021 COUNTY  
STEAM RECONCILIATION (DUE) 2023 STEAM CHARGE RESOLD TO CITY 2021 CITY STEAM  
RECONCILIATION (DUE)



BUDGET SUMMARY 2023 BUDGET TENANT STEAM COST RESOLD TO COUNTY 2021 COUNTY  
STEAM RECONCILIATION (DUE) 2023 STEAM CHARGE RESOLD TO CITY 2021 CITY STEAM  
RECONCILIATION (DUE)



EXHIBIT E.

**RICHARD J. DALEY CENTER  
NATURAL GAS BUDGET WORKSHEET  
2023**

*PROJECTION OF 2023 STEAM PRODUCTION AND TOTAL COSTS (Projection based on Jan-May 2022 actual, June-December 2021 actual)*

MONTH	PROJECTED STEAM PRODUCED	THERM DISTRIBUTION			TOTAL PROJ THERMS	COST PER THERM	2023 TOTAL FUEL BUDGET
		COUNTY	CITY	DALEY CENTER			
JAN	315,865	59,066	62,922	193,877	271,733	0.7485	\$203,383
FEB	251,610	53,835	50,264	147,511	223,765	0.9015	\$201,727
MAR	213,004	49,621	48,039	115,344	190,979	0.9284	\$177,298
APR	145,856	30,619	34,966	80,271	115,265	0.8863	\$102,160
MAY	37,770	2,888	14,271	20,611	46,854	1.3266	\$62,156
JUN	13,393	1,473	7,948	3,972	17,347	2.3960	\$41,564
JUL	13,394	992	9,249	3,153	14,233	2.7477	\$39,108
AUG	12,161	2,035	7,038	3,088	16,027	2.5009	\$40,082
SEPT	13,970	1,984	7,259	4,727	15,284	2.6005	\$39,746
OCT	56,299	6,696	18,348	31,255	55,813	1.2131	\$67,705
NOV	184,602	51,188	47,491	85,923	160,217	0.8968	\$143,686
DEC	214,820	59,423	49,880	105,517	246,798	0.8216	\$202,777
<b>TOTAL</b>	<b>1,472,744</b>	<b>319,820</b>	<b>357,675</b>	<b>795,249</b>	<b>1,374,315</b>	<b>1.497</b>	<b>\$1,321,394</b>

AVERAGE FUEL COST PER THERM \$ 0.96

NOTE:

1. WE HAVE RETAINED A BROKER TO PURCHASE NATURAL GAS AT THE NYMEX.
2. STEAM PROJECTIONS ARE BASED ON 2022 ACTUAL USAGE THROUGH MAY AND 2021 ACTUAL USAGE JUNE THROUGH DECEMBER.

**BUDGET SUMMARY**

2023 BUDGET FUELING COST	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
GROSS FUEL COST	\$ 203,383	\$ 201,727	\$ 177,298	\$ 102,160	\$ 62,156	\$ 41,564	\$ 39,108	\$ 40,082	\$ 39,746	\$ 67,705	\$ 143,686	\$ 202,777	\$ 1,321,394
<b>TOTAL FUELING COST</b>	<b>\$ 203,383</b>	<b>\$ 201,727</b>	<b>\$ 177,298</b>	<b>\$ 102,160</b>	<b>\$ 62,156</b>	<b>\$ 41,564</b>	<b>\$ 39,108</b>	<b>\$ 40,082</b>	<b>\$ 39,746</b>	<b>\$ 67,705</b>	<b>\$ 143,686</b>	<b>\$ 202,777</b>	<b>\$ 1,321,394</b>

**BUDGET SUMMARY**

2023 BUDGET TENANT STEAM COST	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
RESOLD TO COUNTY	\$ 81,317	\$ 74,115	\$ 68,314	\$ 42,154	\$ 3,976	\$ 2,028	\$ 1,366	\$ 2,802	\$ 2,731	\$ 9,218	\$ 70,471	\$ 81,808	\$ 440,300
2021 COUNTY STEAM RECONCILIATION (DUE)	(81,317)	(1,250)	-	-	-	-	-	-	-	-	-	-	(82,567)
2023 STEAM CHARGE	-	72,865	68,314	42,154	3,976	2,028	1,366	2,802	2,731	9,218	70,471	81,808	357,733
RESOLD TO CITY	\$ 86,625	\$ 69,199	\$ 66,136	\$ 48,138	\$ 19,647	\$ 10,942	\$ 12,733	\$ 9,689	\$ 9,994	\$ 25,260	\$ 65,381	\$ 68,670	\$ 492,415
2021 CITY STEAM RECONCILIATION (DUE)	(48,417)	-	-	-	-	-	-	-	-	-	-	-	(48,417)
2023 STEAM CHARGE	\$ 38,208	\$ 69,199	\$ 66,136	\$ 48,138	\$ 19,647	\$ 10,942	\$ 12,733	\$ 9,689	\$ 9,994	\$ 25,260	\$ 65,381	\$ 68,670	\$ 443,998
<b>TOTAL TENANT STEAM COST</b>	<b>\$ 38,208</b>	<b>\$ 142,064</b>	<b>\$ 134,450</b>	<b>\$ 90,292</b>	<b>\$ 23,623</b>	<b>\$ 12,970</b>	<b>\$ 14,099</b>	<b>\$ 12,491</b>	<b>\$ 12,725</b>	<b>\$ 34,478</b>	<b>\$ 135,853</b>	<b>\$ 150,479</b>	<b>\$ 801,731</b>

## EXHIBIT E.

**Steam Reconciliation - 2021**

Applied to 2023 Tenant Steam Charges

**City of Chicago**

Month	Budgeted Usage	Actual Usage	Difference	Budgeted Billback (Tenant's payment)	RJDC Costs Incurred	Revenue Difference (Due to/from City of Chicago)
January	78,660.00	71,420.00	7,240.00	82,846.00	\$ 60,149.19	\$ (22,696.81)
February	59,390.00	73,525.00	(14,135.00)	62,550.00	\$ 61,815.97	\$ (734.03)
March	55,144.00	46,309.00	8,835.00	58,078.00	\$ 41,420.82	\$ (16,657.18)
April	23,304.00	23,776.00	(472.00)	24,544.00	\$ 23,570.57	\$ (973.43)
May	15,794.00	9,834.00	5,960.00	16,634.00	\$ 11,923.34	\$ (4,710.66)
June	6,787.00	7,948.00	(1,161.00)	7,148.00	\$ 18,547.61	\$ 11,399.61
July	4,715.00	9,249.00	(4,534.00)	4,966.00	\$ 23,072.44	\$ 18,106.44
August	5,480.00	7,038.00	(1,558.00)	5,772.00	\$ 16,799.82	\$ 11,027.82
September	5,281.00	7,259.00	(1,978.00)	5,562.00	\$ 16,424.39	\$ 10,862.39
October	31,218.00	18,348.00	12,870.00	32,879.00	\$ 21,207.11	\$ (11,671.89)
November	57,376.00	47,491.00	9,885.00	60,429.00	\$ 42,649.56	\$ (17,779.44)
December	64,073.00	49,880.00	14,193.00	67,483.00	\$ 42,895.04	\$ (24,587.96)
<b>Totals</b>	<b>407,222.00</b>	<b>372,077.00</b>	<b>35,145.00</b>	<b>\$ 428,893.00</b>	<b>\$ 380,475.86</b>	<b>\$ (48,417.14)</b>

**Cook County**

Month	Budgeted Usage	Actual Usage	Difference	Budgeted Billback (Tenant's payment)	RJDC Costs Incurred	Revenue Difference (Credit Due to/from Cook County)
January	73,223.00	69,724.00	3,499.00	77,119.00	\$ 58,720.83	\$ (18,398.17)
February	64,497.00	70,608.00	(6,111.00)	67,929.00	\$ 59,363.51	\$ (8,565.49)
March	46,539.00	46,430.00	109.00	49,016.00	\$ 41,529.05	\$ (7,486.95)
April	18,548.00	15,639.00	2,909.00	19,535.00	\$ 15,503.87	\$ (4,031.13)
May	5,602.00	8,952.00	(3,350.00)	5,900.00	\$ 10,853.95	\$ 4,953.95
June	5,332.00	1,473.00	3,859.00	5,616.00	\$ 3,437.42	\$ (2,178.58)
July	6,481.00	992.00	5,489.00	6,826.00	\$ 2,474.63	\$ (4,351.37)
August	6,364.00	2,035.00	4,329.00	6,703.00	\$ 4,857.61	\$ (1,845.39)
September	5,755.00	1,984.00	3,771.00	6,061.00	\$ 4,489.05	\$ (1,571.95)
October	27,799.00	6,696.00	21,103.00	29,278.00	\$ 7,739.41	\$ (21,538.59)
November	51,722.00	51,188.00	534.00	54,474.00	\$ 45,969.67	\$ (8,504.33)
December	57,115.00	59,423.00	(2,308.00)	60,154.00	\$ 51,101.68	\$ (9,052.32)
<b>Totals</b>	<b>368,977.00</b>	<b>335,144.00</b>	<b>33,833.00</b>	<b>\$ 388,611.00</b>	<b>\$ 306,040.68</b>	<b>\$ (82,567.32)</b>

EXHIBIT E.

**RICHARD J. DALEY CENTER  
WATER BILL SUMMARY  
2022-2023**

History of 2021 and 2022 Billings

2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
	12/15-1/18	1/18-2/18	2/18-3/17	3/17-4/18	4/18-5/20	5/12-6/14	6/14-7/15	7/15-8/18	8/20-9/18	9/18-10/19	11/19-12/20	11/21-12/20	
Dept. of Water													
587563	\$6,577.42	\$8,001.58	\$6,593.86	\$8,734.26	\$9,228.14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,135
587564	\$14,299.12	\$16,480.60	\$13,829.88	\$18,431.64	\$19,221.88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,263
<b>Total</b>	<b>\$20,877</b>	<b>\$24,482</b>	<b>\$20,424</b>	<b>\$27,166</b>	<b>\$28,450</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$121,398</b>

2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
	12/17-1/22	1/21-2/24	2/24-3/19	3/19-4/20	4/20-5/19	5/19-6/21	6/21-7/21	7/21-8/17	8/17-9/16	9/16-10/18	10/18-11/16	11/16-12/15	
Dept. of Water													
587563	\$7,459.78	\$6,832.66	\$6,517.20	\$7,166.56	\$5,383.08	\$8,487.00	\$6,577.42	\$7,565.28	\$2,931.80	\$7,127.00	\$6,618.62	\$6,239.90	\$78,906
587564	\$16,002.64	\$16,260.86	\$12,107.06	\$15,090.56	\$11,686.40	\$18,056.40	\$14,702.48	\$16,414.76	\$19,172.50	\$15,937.28	\$14,373.20	\$13,484.12	\$183,288
<b>Total</b>	<b>\$23,462</b>	<b>\$23,094</b>	<b>\$18,624</b>	<b>\$22,257</b>	<b>\$17,069</b>	<b>\$26,543</b>	<b>\$21,280</b>	<b>\$23,980</b>	<b>\$22,104</b>	<b>\$23,064</b>	<b>\$20,992</b>	<b>\$19,724</b>	<b>\$262,195</b>

Total Billing January - May 2022 \$121,398

Total Billing June - December 2021 \$104,507

% Increase 2021 to 2022 16.16%

2023 budgeted at 25% increase over January to May 2022 and June to December 2021 actual expenses.

2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Dept. of Water	\$26,096	\$30,603	\$25,530	\$33,957	\$35,563	\$33,179	\$26,600	\$29,975	\$27,630	\$28,830	\$26,240	\$24,655	\$348,858

EXHIBIT E.

Energy Performance Contract Projected Savings and Loan Repayment Analysis

Savings Season	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Savings
<b>Project</b>													
Lighting Upgrades	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	1,082,327
Water Conservation - Public restrooms	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS Optimization	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	149,172
Chilled water variable primary flow	0	0	0	0	76,645	76,645	76,645	76,645	76,645	76,645	0	0	459,870
Two chiller upgrade	0	0	0	0	166,794	166,794	166,794	166,794	166,794	166,794	0	0	1,000,764
Chiller upgrade - Condenser water controls AHU S3 and S4 VAV	0	0	0	0	0	0	0	0	0	0	0	0	0
Boxes	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	605,772
New Boiler controls	13,377	13,377										13,377	40,132
AHU CHW coil isolation valves	84,646	84,646										84,646	253,939
<b>Total KWH saved</b>	<b>251,130</b>	<b>251,130</b>	<b>153,106</b>	<b>153,106</b>	<b>396,545</b>	<b>396,545</b>	<b>396,545</b>	<b>396,545</b>	<b>396,545</b>	<b>396,545</b>	<b>153,106</b>	<b>251,130</b>	<b>3,591,976</b>
<b>Total KWH savings converted to dollars @ .10542 per KWH</b>	<b>\$28,222</b>	<b>\$28,222</b>	<b>\$17,206</b>	<b>\$17,206</b>	<b>\$44,565</b>	<b>\$44,564</b>	<b>\$44,564</b>	<b>\$44,564</b>	<b>\$44,564</b>	<b>\$44,564</b>	<b>\$17,206</b>	<b>\$28,222</b>	<b>\$403,673</b>
<b>Water Conservation Savings @ 3.72 per gallon</b>	<b>\$5,705</b>	<b>\$68,461</b>											
<b>Natural Gas Savings</b>	<b>\$3,472</b>	<b>\$3,472</b>	<b>\$3,472</b>	<b>\$3,472</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,472</b>	<b>\$3,472</b>	<b>\$20,835</b>
<b>O&amp;M Savings</b>	<b>\$1,265</b>	<b>\$15,185</b>											
<b>Loan Interest and Principal payment</b>	<b>\$0</b>												
<b>Net</b>	<b>\$38,665</b>	<b>\$38,665</b>	<b>\$27,649</b>	<b>\$27,649</b>	<b>\$51,535</b>	<b>\$51,535</b>	<b>\$51,535</b>	<b>\$51,535</b>	<b>\$51,535</b>	<b>\$51,535</b>	<b>\$27,649</b>	<b>\$38,665</b>	<b>\$508,154</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER**  
**STEAM COST ANALYSIS**  
**2023**

PROJECTED OUTPUT:            1,374,315            THERMS PER YEAR

ITEM	COST PER THERM
A. FUEL (BASED ON 2022 PROJECTION)	\$0.9615
B. ELECTRICITY - \$0.12 PER KWHR	\$0.1130
C. WATER - LESS THAN \$0.01 PER 1,000 LBS	\$0.0010
D. WATER TREATMENT @ \$4,000 PER YEAR	\$0.0029
E. BOILER MAINTENANCE AND REPAIR @ \$7,500 PER YEAR	\$0.0055
F. OPERATIONS LABOR: 6,240 MAN-HRS. ENGINEER @ \$64.50	\$0.2929
<b><u>TOTAL COST</u></b>	<b>\$1.38</b>

Note: C through E are estimates based on historical averages

EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

<b>CLEANING DEPARTMENT</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
1. CONTRACTOR SERVICES	\$4,327,265	\$4,245,620	\$4,172,208	\$155,057	3.72%
2. ADDITIONAL CLEANING SERVICES	\$28,000	\$28,000	\$29,578	(\$1,578)	-5.34%
3. CLEANING SUPPLIES	\$239,889	\$236,160	\$201,663	\$38,226	18.96%
4. UNIFORMS	\$7,200	\$7,200	\$6,200	\$1,000	16.13%
5. WINDOW WASHING COSTS	\$106,395	\$103,085	\$99,408	\$6,987	7.03%
6. WINDOW RIG SERVICE CONTRACT	\$110,576	\$83,616	\$80,144	\$30,432	37.97%
<b>TOTAL</b>	<b>\$4,819,325</b>	<b>\$4,703,681</b>	<b>\$4,589,201</b>	<b>\$230,124</b>	<b>5.01%</b>

1. Contract costs consist of labor per attached worksheet-union increases included. Daytime supervision costs were not included in 2021 Budget, but are included within 2023 Budget
2. Additional cleaning contingency for projects above and beyond the normal scope of services for building projects, plaza events and snow removal. Variance reflects increased snow removal costs based on historical expenses,
3. Represents cleaning chemicals, paper towels, tissue, waste liner expense. The building made a bulk paper and liner purchase in 2021 due to targeted price increases.
4. Based on negotiated agreement for uniform cleaning and maintenance.

5. Includes two exterior building window cleanings, one interior cleaning, bi-weekly lobby upper panels service, and bi-weekly on the lobby lower panels.
6. Preventative maintenance service contract - \$7,201 per month. Complete 3rd party window washing rig inspection scheduled for 2023.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

SECURITY AND LIFE SAFETY BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. SECURITY CONTRACT SERVICE	\$2,580,339	\$2,410,131	\$2,405,920	\$174,419	7.25%
2. SECURITY - SUPPLIES/MATERIALS	\$56,062	\$20,150	\$20,202	\$35,860	177.51%
3. SECURITY REPAIRS & MAINTENANCE	\$161,270	\$141,170	\$145,000	\$16,270	11.22%
4. ADDITIONAL CONTRACT SERVICES	\$6,000	\$6,000	\$6,000	\$0	0.00%
5. FIRE SAFETY R&M EXPENSE	\$18,000	\$12,000	\$18,000	\$0	0.00%
6. COVID-19 EXPENSES	\$710,000	\$1,440,000	\$1,135,752	(\$425,752)	-37.49%
<b>TOTAL</b>	<b>\$3,531,671</b>	<b>\$4,029,451</b>	<b>\$3,730,874</b>	<b>(\$199,203)</b>	<b>-5.34%</b>

1. Contract Service staff of 32 (30 security officers and 2 managers). Based on Collective Bargaining Agreement with SEIU LOCAL ONE SECURITY
2. Security Supplies and Materials includes: Key card stock, AED equipment maintenance and misc. supplies.
3. Contract for testing of the fire pump system, sprinkler and standpipe system, dry pipe sprinkler system, special suppression systems, fire alarm. Video equipment maintenance and video equipment was added and voice communications systems, smoke proof tower windows and portable fire extinguishers. licensing fees, repair contingencies and UPS battery replacements.
4. Additional security contingency.
5. Safety equipment repair contingency and unanticipated equipment repairs
6. COVID-19 pandemic expenses for cleaning, health screening and other contingencies. 2023 contingencies have been reduced and tenting expenses are no longer included.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

<b>MECHANICAL MAINTENANCE BUDGET</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
1. ELECTRICAL MAINTENANCE	\$174,500	\$203,500	\$168,231	\$6,269	3.73%
2. PLUMBING MAINTENANCE	\$48,000	\$36,000	\$35,000	\$13,000	37.14%
3. HVAC MAINTENANCE	\$3,521,967	\$3,378,115	\$3,299,026	\$222,941	6.76%
4. ELEVATOR MAINTENANCE	\$1,018,833	\$980,355	\$984,110	\$34,723	3.53%
<b>TOTAL</b>	<b>\$4,763,300</b>	<b>\$4,597,970</b>	<b>\$4,486,367</b>	<b>\$276,933</b>	<b>6.17%</b>

1-4. See detail sheets that follow for individual mechanical maintenance departments.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

<b>ELECTRICAL BUDGET</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
1. ELECTRICAL SUPPLIES & MATERIALS	\$54,000	\$48,000	\$51,930	\$2,070	3.99%
2. ELECTRICAL REPAIRS & MAINTENANCE	\$120,500	\$155,500	\$116,301	\$4,199	3.61%
<b>TOTAL</b>	<b>\$174,500</b>	<b>\$203,500</b>	<b>\$168,231</b>	<b>\$6,269</b>	<b>3.73%</b>

1. Represents contingency for lamps and supplies plus the cost for any minor tool replacements.
2. Assumes a \$5K per month contingency in maintenance expense.  
Increased costs are a result of the expanded scopes of work associated with annual infrared and emergency generator testing and load bank testing included within 2022 Budget.

**RICHARD J.  
DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

PLUMBING BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. PLUMBING SUPPLIES	\$48,000	\$36,000	\$35,000	(\$13,000)	-37.14%
<b>TOTAL</b>	<b>\$48,000</b>	<b>\$36,000</b>	<b>\$35,000</b>	<b>(\$13,000)</b>	<b>-37.14%</b>

1. Supplies, valves, hoses, washers, aerators, pipe fittings, soap dispensers, toilet seats, drain covers, gaskets, urinals, and chemicals for jobs done by house staff.

The variance is including a contingency for replacing broken toilets. The building toilets are no longer being manufactured, as the equipment breaks new toilets will have to be purchased and installed.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

HVAC MAINTENANCE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ON SITE LABOR	\$3,031,940	\$2,961,719	\$2,865,006	\$166,934	5.83%
2. CONTRACT SERVICE	\$131,509	\$148,893	\$140,054	(\$8,545)	-6.10%
3. SUPPLIES & MATERIALS	\$153,200	\$94,200	\$112,131	\$41,069	36.63%
4. CONTROL CONTRACT	\$65,518	\$61,502	\$68,442	(\$2,924)	-4.27%
5. HVAC REPAIRS & MAINTENANCE	\$130,800	\$102,800	\$104,393	\$26,407	25.30%
6. UNIFORMS	\$9,000	\$9,000	\$9,000	\$0	0.00%
<b>TOTAL</b>	<b>\$3,521,967</b>	<b>\$3,378,115</b>	<b>\$3,299,026</b>	<b>\$222,941</b>	<b>6.76%</b>

1. Based on Collective Bargaining Agreement for Local 399 Operating Engineers.  
Variance due to increased wages and benefits per Local 399 Union agreement for operating engineers
2. Building portion of package units contract plus contract for main chillers service.  
Positive variance due to newly negotiated chiller maintenance agreement current testing.
3. Chemicals, grease, filters, seals, thermocontrols, and bearings as well as miscellaneous parts and supplies.  
Additional 56K for HVAC filters due to COVID nightly air system purge.
4. Based on building automation system maintenance and water treatment costs.
5. Includes vibration testing for all equipment and annual boiler controls testing. 2023 Budget also includes contingency for the replacement of (2) VFDs for fan systems.
6. Based on negotiated agreement for uniform cleaning and maintenance.

EXHIBIT E.

2023 ENGINEERING LABOR

Description		Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Annualized
<b>Key Measures</b>														
Employees		12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Regular Hours Per Employee		160.00	160.00	160.00	160.00	160.00	240.00	160.00	160.00	160.00	160.00	240.00	160.00	2,080.00
Total Regular Hours		1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	2,880.00	1,920.00	1,920.00	1,920.00	1,920.00	2,880.00	1,920.00	24,960.00
Vacation Coverage (346)		28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	346.00
Holiday Pay ST (152)		12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	152.00
Holiday Coverage OT (288)		24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	288.00
Personal/Sick Coverage Overtime (662)		55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	662.00
Special Projects (Snow Melting - Testing) OT (80)		6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	80.00
Total Regular Hours + Overtime Hours		2047.33	2047.33	2047.33	2047.33	2047.33	3007.33	2047.33	2047.33	2047.33	2047.33	3007.33	2047.33	26,488.01
<b>Payroll</b>														
Employees														
Chief Engineer	1.00	9,024	9,024	9,024	9,024	9,024	13,930	9,286	9,286	9,286	9,286	13,930	9,286	119,410
Assistant Chief Engineer	1.00	7,941	7,941	7,941	7,941	7,941	12,257	8,171	8,171	8,171	8,171	12,257	8,171	105,074
Engineer	2.00	15,450	15,450	15,450	15,450	15,450	23,846	15,898	15,898	15,898	15,898	23,846	15,898	204,432
Engineer	8.00	57,754	57,754	57,754	57,754	57,754	89,146	59,430	59,430	59,430	59,430	89,146	59,430	764,212
Total Payroll	12.00	90,169	90,169	90,169	90,169	90,169	139,179	92,785	92,785	92,785	92,785	139,179	92,785	1,193,128
<b>Other Labor</b>														
Holiday Pay ST (152)		572	572	572	572	588	588	588	588	588	588	588	588	6,991
Holiday Coverage OT (288)		1,691	1,691	1,691	1,691	1,740	1,740	1,740	1,740	1,740	1,740	1,740	1,740	20,680
Personal/Sick Coverage Overtime (662)		3,886	3,886	3,886	3,886	3,999	3,999	3,999	3,999	3,999	3,999	3,999	3,999	47,536
Special Projects (Snow Melting - Testing) OT (80)		470	470	470	470	483	483	483	483	483	483	483	483	5,745
Bonuses		0	20,000	0	0	0	0	0	0	0	0	0	0	20,000
Total Other Labor		6,619	26,619	6,619	6,619	6,810	6,810	6,810	6,810	6,810	6,810	6,810	6,810	100,952
Total Payroll & Other Labor		96,788	116,788	96,788	96,788	96,979	145,989	99,595	99,595	99,595	99,595	145,989	99,595	1,294,081
<b>Total Taxes and Insurance</b>														
		24,403	25,666	19,284	19,284	19,332	28,718	19,833	19,833	19,833	19,833	28,718	19,833	264,570
<b>Union Benefits</b>														
Health & Welfare		16,536	16,536	16,536	16,536	16,536	17,376	17,376	17,376	17,376	17,376	17,376	17,376	204,312
Pension		11,711	11,711	11,711	11,711	12,202	17,924	12,202	12,202	12,202	12,202	17,924	12,202	155,903
Training		1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	13,440
Total Union Benefits		29,367	29,367	29,367	29,367	29,858	36,420	30,698	30,698	30,698	30,698	36,420	30,698	373,655
<b>Other Charges</b>														
GWT		77,151	77,151	77,151	77,151	78,744	115,547	79,630	79,630	79,630	79,630	106,584	89,897	1,017,896
Subtotal		224,437	245,405	219,404	219,404	227,200	317,049	226,887	226,887	226,887	226,887	226,887	318,089	2,905,425
<b>Fees</b>														
Safety Fee		763	869	737	737	741	1,066	761	761	761	761	1,066	761	9,784
Overhead Fee/Email Fee		763	869	737	737	741	1,066	761	761	761	761	1,066	761	9,904
Profit Fee		3,052	3,477	2,950	2,950	2,965	4,265	3,045	3,045	3,045	3,045	4,265	3,045	39,147
GWT Facility Services Fee		1,736	1,736	1,736	1,736	1,772	2,600	1,792	1,792	1,792	1,792	2,398	2,023	22,903
Total Fees		6,314	6,951	6,160	6,160	6,219	8,997	6,359	6,359	6,359	6,359	8,795	6,590	81,738
<b>Total Estimate</b>														
		234,023	255,923	228,750	228,750	231,132	335,671	236,115	236,115	236,115	236,115	326,506	246,613	3,031,940

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

ELEVATOR MAINTENANCE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. MAINTENANCE CONTRACT	\$1,000,333	\$961,855	\$964,990	\$35,343	3.66%
2. NON CONTRACT REPAIRS AND INSPECTIONS	\$18,500	\$18,500	\$19,120	(\$620)	-3.24%
<b>TOTAL</b>	<b>\$ 1,018,833</b>	<b>\$980,355</b>	<b>\$984,110</b>	<b>\$34,723</b>	<b>3.53%</b>

1. Maintenance of buildings 43 elevators and escalators located at the lobby, 6th, 7th and 8th floor levels of the building.
2. Third-party inspection and AIC fees.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

BUILDING GENERAL BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. PAINTING SUPPLIES	\$12,000	\$12,000	\$12,000	\$0	0.00%
2. PAINTING SERVICES O/S CONTRACTOR	\$60,000	\$60,000	\$60,000	\$0	0.00%
3. CARPENTRY PAYROLL	\$225,652	\$204,406	\$206,392	\$19,260	9.33%
4. CARPENTRY SUPPLIES & UNIFORMS	\$1,920	\$1,920	\$1,920	\$0	0.00%
5. EXTERMINATION SERVICES	\$7,200	\$7,200	\$7,246	(\$46)	-0.63%
6. ELEVATOR OPERATORS AND SUPERVISOR	\$107,318	\$110,214	\$105,976	\$1,342	1.27%
7. MAINTENANCE SUPPLIES	\$21,587	\$21,875	\$21,900	(\$313)	-1.43%
8. GENERAL BUILDING REPAIRS	\$218,839	\$63,148	\$144,551	\$74,288	51.39%
9. METAL MAINTENANCE	\$36,700	\$29,500	\$20,783	\$15,917	76.59%
10. GLASS REPAIRS	\$166,280	\$164,000	\$104,669	\$61,611	58.86%
11. WASTE REMOVAL	\$57,300	\$56,100	\$42,393	\$14,907	35.16%
12. SIGNS & DIRECTORY STRIPS	\$6,000	\$6,000	\$3,928	\$2,072	52.75%
13. LANDSCAPING	\$45,320	\$41,616	\$42,308	\$3,012	7.12%
14. WOOD MAINTENANCE	\$3,000	\$3,000	\$3,000	\$0	0.00%
15. FURNITURE REPAIR	\$10,800	\$10,800	\$10,000	\$800	8.00%
16. CARPET	\$68,000	\$68,000	\$67,404	\$596	0.88%
<b>TOTAL</b>	<b>\$1,047,916</b>	<b>\$859,780</b>	<b>\$854,470</b>	<b>\$193,446</b>	<b>22.64%</b>

1. Painting materials purchased directly to avoid upcharge.
2. Third party contractor for all building painting.
3. See attached detail. Third party Contractor supplies the Union Carpenter. All union benefits are included
4. Anticipated expenditures on supplies and uniforms.
5. Based on weekly service.
6. Based on Tenant Coordinator supervisor position.
7. Includes trash receptacles, plaza furniture, lobby mats, work order system, etc.
8. Contingency for general building repair and maintenance. This includes the plaza tent rental and a paver replacement contingency.
9. Routine metal maintenance and vandalism repair. Increased contingency for vandalism issues have increased in past years. Did not perform revolving door metal maintenance in 2022, 8 new door are scheduled to replace existing doors.

10. Window and mylar repair and replacement. \$50K attic stock purchase included in 2023 budget. Current breakage is lower than historical averages.
11. Includes two (2) times per week compactor pick-up, roll off boxes, and recycling of glass, plastic and aluminum. Variance is from an assumed higher occupancy rate from previous year.
12. Includes miscellaneous signage. Contingency for new ADA building signage.
13. For landscaping services, includes costs for spring, summer and fall plantings.
14. Includes miscellaneous wood refinishing for building furniture.
15. Includes miscellaneous repairs to building furniture
16. Includes replacements of building carpet and purchase of attic stock at \$50K.

EXHIBIT E.

**RICHARD J. DALEY CENTER  
CARPENTER PAYROLL COSTS  
2023 BUDGET**

	Position	Personnel	Hourly Rate Jan-May	Hourly Rate June-Dec.	Total Payroll Cost Jan. - May	Total Payroll Cost Jun.-Dec.	Totals
STAFFING	Carpenter	1	\$53.40	\$56.07	\$46,992	\$65,938	
	Subtotal Wages	1			\$46,992	\$65,938	
	Add Allowance of 4% for Overtime				\$1,880	\$2,638	
	<b>Total Wages &amp; Allowance</b>				<b>\$48,872</b>	<b>\$68,576</b>	<b>\$117,448</b>
3rd PARTY FEES INSURANCE AND OVERHEAD	Overhead		9.10	9.55	\$8,008	\$11,460	
	Fees and Profit		5.11	5.36	\$4,497	\$6,432	
	<b>Total Taxes &amp; Insurance</b>				<b>\$12,505</b>	<b>\$17,892</b>	<b>\$30,397</b>
	<b>Total Wages, Taxes &amp; Overhead</b>				<b>\$61,376</b>	<b>\$86,468</b>	<b>\$147,844</b>
BENEFITS	Union						
	Total Fringe Benefits (includes H&W, Pension, etc.)		39.77	41.75	\$34,998	\$47,327	
	<b>Total Benefits</b>				<b>\$34,998</b>	<b>\$47,327</b>	<b>\$82,324</b>
	<b>Total Wages, Taxes, Overhead &amp; Benefits</b>				<b>\$96,374</b>	<b>\$133,795</b>	<b>\$230,169</b>
	<b>TOTAL YEARLY COST</b>				<b>\$96,374</b>	<b>\$133,795</b>	<b>\$225,652</b>

EXHIBIT E.

**RICHARD J. DALEY CENTER  
ELEVATOR STARTERS PAYROLL COSTS  
2023 BUDGET**

	Position	Personnel	Hourly Rate Jan-May	Hourly Rate May-Dec.	Total Payroll Cost Jan. - May	Total Payroll Cost Jun.-Dec.	Totals
STAFFING	Day Supervisor	1	\$33.45	\$33.95	\$27,920	\$43,456	
	Subtotal Wages	1			\$27,920	\$43,456	
	Add Overtime Allowance				\$1,010	\$1,630	
	<b>Total Wages &amp; Allowance</b>				<b>\$28,930</b>	<b>\$45,086</b>	<b>\$74,015</b>
TAXES INSURANCE MISC FEES	FICA				\$1,794	\$2,795	
	FUI				\$42	\$0	
	SUI				\$340	\$0	
	Worker's Compensation				\$626	\$975	
	Medicare				\$341	\$654	
	Miscellaneous Fees				\$178	\$249	
	<b>Total Taxes, Insurance, Fees</b>				<b>\$3,321</b>	<b>\$4,673</b>	<b>\$7,994</b>
	<b>Total Wages, Taxes, Insurance &amp; Fees</b>				<b>\$32,250</b>	<b>\$49,759</b>	<b>\$82,009</b>
BENEFITS	<b>Union</b>						
	Health & Welfare	\$985.20	per month per employee		\$3,941	\$7,882	
	Pension	\$1,123.89	per month		\$4,496	\$8,991	
	<b>Total Benefits</b>				<b>\$8,436</b>	<b>\$16,873</b>	<b>\$25,309</b>
<b>Total Wages, Taxes, Insurance &amp; Benefits</b>				<b>\$40,686</b>	<b>\$66,632</b>	<b>\$107,318</b>	
<b>TOTAL YEARLY COST</b>					<b>\$40,686</b>	<b>\$66,632</b>	<b>\$107,318</b>

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

ADMINISTRATIVE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ADMINISTRATIVE PAYROLL & BENEFITS	\$655,219	\$607,642	\$620,634	\$34,585	5.57%
2. OTHER ADMINISTRATIVE OFFICE EXPENSE	\$12,800	\$11,900	\$11,200	\$1,600	14.29%
3. OFFICE SUPPLIES	\$32,060	\$30,140	\$27,888	\$4,172	14.96%
4. MANAGEMENT FEES	\$168,533	\$168,533	\$168,247	\$286	0.17%
5. ENVIRONMENTAL TESTING	\$33,300	\$25,650	\$35,411	(\$2,111)	-5.96%
6. LEGAL FEES	\$100,000	\$65,000	\$105,469	(\$5,469)	-5.19%
7. OTHER PROFESSIONAL FEES	\$112,200	\$66,604	\$102,756	\$9,444	9.19%
8. ADMIN OTHER EXPENSE	\$18,200	\$25,700	\$10,800	\$7,400	68.52%
9. TELEPHONE SERVICE	\$23,640	\$22,680	\$21,960	\$1,680	7.65%
<b>TOTAL</b>	<b>\$1,155,952</b>	<b>\$1,023,849</b>	<b>\$1,104,365</b>	<b>\$51,587</b>	<b>4.67%</b>

1. Management staff salaries and benefits

2. Annual update of stacking plan and square footage calculation.

3. Administrative expense includes BOMA Membership, Yardi accounting software fees and office copy machine expenses. \$1,800 positive pay security is included in 2023.

4. Management fee expense per agreement.

5. Bi-annual indoor air quality testing, IEPA annual permit fee, ACM training and Spill Prevention and Control training  
Variance is partly a result of the 2023 ACM training increase and oil and antifreeze disposal fee increase

6. Based on PBC supplied estimate.

7. FESOP reporting requirements, annual evacuation submittals and utility procurement  
Variance stems from needing 3rd party capital project cost estimating and a these costs were not included in the 2022 budget.

8. Bank fees and administrative contingencies.

9. Management office phone services, plaza Wi-Fi and building staff cell phones.

EXHIBIT E.

**RICHARD J. DALEY CENTER  
ADMINISTRATION PAYROLL COSTS  
2023 BUDGET**

**ADMINISTRATION PAYROLL COSTS**

RICHARD J. DALEY CENTER  
50 WEST WASHINGTON, SUITE 1203  
BUDGET FOR LABOR AND RELATED COSTS  
FROM JANUARY 2023 THROUGH DECEMBER 2023

	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Totals
	Month	Year 1											
	1	2	3	4	5	6	7	8	9	10	11	12	
Regular pay	35,883.37	35,883.37	37,318.22	37,318.22	37,318.22	55,977.34	37,318.22	37,318.22	37,318.22	37,318.22	37,318.22	55,977.34	482,267.18
Overtime pay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bonus	0.00	0.00	37,169.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,169.03
<b>Total Payroll</b>	<b>35,883.37</b>	<b>35,883.37</b>	<b>74,487.25</b>	<b>37,318.22</b>	<b>37,318.22</b>	<b>55,977.34</b>	<b>37,318.22</b>	<b>37,318.22</b>	<b>37,318.22</b>	<b>37,318.22</b>	<b>37,318.22</b>	<b>55,977.34</b>	<b>519,436.21</b>
Social security	2,224.76	2,224.76	4,618.21	2,313.73	2,313.73	3,470.59	2,313.73	2,313.73	2,313.73	2,313.73	2,313.73	2,311.88	31,046.31
Medicare	12.00	520.31	1,080.07	541.11	541.11	811.67	541.11	541.11	541.11	541.11	541.11	811.67	7,023.49
Federal unemployment	171.32	34.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.80
State unemployment	941.94	491.58	233.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,666.98
ADP service fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HR allocation charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COBRA administration	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	41.16
Equifax unemployment	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	147.00
Training	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	489.84
Office 365/Email	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	1,411.20
<b>Total Payroll Tax and Related Costs</b>	<b>3,524.12</b>	<b>3,445.23</b>	<b>6,105.84</b>	<b>3,028.94</b>	<b>3,028.94</b>	<b>4,456.36</b>	<b>3,028.94</b>	<b>3,028.94</b>	<b>3,028.94</b>	<b>3,028.94</b>	<b>3,028.94</b>	<b>3,297.65</b>	<b>42,031.78</b>
Health insurance	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	85,678.68
Life insurance	56.40	56.40	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	699.60
AD&D	7.05	7.05	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	87.50
FSA & HSA admin	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	44.40
LTD	85.38	85.38	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	1,059.16
401K match	224.30	224.30	454.32	233.26	233.26	349.90	233.26	233.26	233.26	233.26	233.26	349.90	3,235.54
Workers comp	186.59	186.59	387.33	194.05	194.05	291.08	194.05	194.05	194.05	194.05	194.05	291.08	2,701.02
Travel accident insurance	0.00	0.00	0.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.00
Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Broker renewal & CPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Union benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Benefits and Union Costs</b>	<b>7,703.31</b>	<b>7,703.31</b>	<b>8,140.10</b>	<b>7,970.76</b>	<b>7,725.76</b>	<b>7,939.43</b>	<b>7,725.76</b>	<b>7,725.76</b>	<b>7,725.76</b>	<b>7,725.76</b>	<b>7,725.76</b>	<b>7,939.43</b>	<b>93,750.90</b>
<b>Total Budgeted Costs</b>	<b>47,110.80</b>	<b>47,031.91</b>	<b>88,733.19</b>	<b>48,317.92</b>	<b>48,072.92</b>	<b>68,373.13</b>	<b>48,072.92</b>	<b>48,072.92</b>	<b>48,072.92</b>	<b>48,072.92</b>	<b>48,072.92</b>	<b>67,214.42</b>	<b>655,218.89</b>

EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

<b>INSURANCE</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
1. PROPERTY, CASUALTY, & LIABILITY	\$721,862	\$650,000	\$680,000	\$41,862	6.16%
<b>TOTAL</b>	<b>\$721,862</b>	<b>\$650,000</b>	<b>\$680,000</b>	<b>\$41,862</b>	<b>6.16%</b>

1. Based on actual insurance figures for year, plus pollution coverage:

	2023 Proposed Budget	2022 Budget
Property Insurance*	\$221,520	\$221,520
Liability Insurance*	\$394,900	\$394,900
TULIP Insurance Coverage	\$4,200	\$0
MB General Liability Reimbursement	\$71,750	\$71,750
MB Professional Liability Reimbursement	\$24,500	\$24,500
MB Pollution	\$4,992	\$4,992
	<b>\$721,862</b>	<b>\$717,662</b>

\*PBCC supplied.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

<b>FACILITIES EXPENSE</b>	<b>PROPOSED 2023 BUDGET</b>	<b>2022 BUDGET</b>	<b>2022 PROJECTED ACTUAL</b>	<b>\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>	<b>% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL</b>
1. WOOD MAINTENANCE	\$3,000	\$3,000	\$3,000	\$0	0.00%
2. FURNITURE REPAIR	\$10,800	\$10,000	\$10,000	(\$800)	-8.00%
3. CARPET	\$68,000	\$18,000	\$60,000	(\$8,000)	-13.33%
<b>TOTAL</b>	<b>\$81,800</b>	<b>\$31,000</b>	<b>\$73,000</b>	<b>(\$8,800)</b>	<b>-12.05%</b>

1. Based on 2022 contingency for expenditures.
2. Based on 2022 contingency for expenditures.
2. Based on 2022 contingency of \$18K and \$50K for attic stock carpet.

## EXHIBIT E.

**RICHARD J. DALEY CENTER  
OPERATIONS AND MAINTENANCE BUDGET  
2023 BUDGET DETAIL**

REIMBURSABLE EXPENSE	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. COST OF STEAM RESOLD	\$801,731	\$572,757	\$728,096	\$73,635	10.11%
2. COUNTY PACKAGE UNIT MAINTENANCE	\$0	\$0	\$0	\$0	0.00%
<b>TOTAL</b>	<b>\$801,731</b>	<b>\$572,757</b>	<b>\$728,096</b>	<b>\$73,635</b>	<b>10.11%</b>

1. See Gas account detail. Variance is due to increased in Natural Gas costs.
2. County's prorata share, Advance Mechanical package units maintenance contract.

EXHIBIT E.

**RICHARD J. DALEY CENTER  
2023 CAPITAL BUDGET  
BUILDING IMPROVEMENTS**

BUDGET ITEM AND DESCRIPTION	TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE	IWCC PRORATA SHARE	ILCC PRORATA SHARE
	100.00%	94.92%	0.34%	2.99%	1.01%	0.0074%
<b>GAS BOOSTER REPLACEMENT</b> <i>Capital Program Management Project</i> Increase line pressure supplied by People's Gas to eliminate 3 boosters	\$150,000	\$142,386	\$516	\$4,478	\$1,512	\$1,109
<b>CHILLED WATER ISOLATION VALVE REPLACEMENT</b> <i>Capital Program Management Project</i> Installation of chilled water isolation valves with new bypass.	\$300,000	\$284,772	\$1,032	\$8,955	\$3,024	\$2,217
<b>LOBBY LED LIGHTING CONVERSION</b> <i>Capital Program Management Project</i> Retrofit existing lobby light fixtures to LES's.	\$288,000	\$273,381	\$991	\$8,597	\$2,903	\$2,128
<b>PIGEON MITIGATION</b> <i>Capital Program Management Project</i> Plaza pigeon control	\$450,000	\$427,158	\$1,548	\$13,433	\$4,536	\$3,326
<b>PLAZA FOUNTAIN REBUILD</b> <i>Capital Program Management Project</i> Refurbish the plaza fountain, including lighting, pipes, and heads.	\$240,000	\$227,818	\$826	\$7,164	\$2,419	\$1,774
<b>TRUCK LANE WALL AND CURB REPAIR</b> <i>Capital Program Management Project</i> Repair curbing on both sides of truck retaining wall	\$100,000	\$94,924	\$344	\$2,985	\$1,008	\$739
<b>BUILDING SECURITY ENHANCEMENTS</b> <i>Capital Program Management Project</i> Upgrade security in lobby and thru the public areas	\$1,000,000	\$949,240	\$3,440	\$29,850	\$10,080	\$7,390
<b>RE-LINING OF COOLING TOWERS</b> <i>Capital Program Management Project</i> Replace and repair the existing inner lining cells of the cooling towers	\$1,164,000	\$1,104,915	\$4,004	\$34,745	\$11,733	\$8,602
<b>ELECTRIC VEHICLE CHARGING STATIONS</b> <i>Capital Program Management Project</i> Installation of electric vehicle charging stations within the building's dock and lower level parking garage	\$100,000	\$94,924	\$344	\$2,985	\$1,008	\$739
<b>PROJECT NAME</b> <i>Capital Program Management Project</i> PROJECT DESCRIPTION	\$0	\$0	\$0	\$0	\$0	\$0
<b>PROJECT NAME</b> <i>Capital Program Management Project</i> PROJECT DESCRIPTION	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL 2023 CAPITAL BUDGET</b>	<b>\$3,792,000</b>	<b>\$3,599,518</b>	<b>\$13,044</b>	<b>\$113,191</b>	<b>\$38,223</b>	<b>\$28,023</b>

EXHIBIT E.

**RICHARD J. DALEY CENTER  
CAPITAL BUDGET  
BUILDING IMPROVEMENTS - PROPOSED 2021-2024**

BUDGET ITEM AND DESCRIPTION					TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE
	2021	2022	2023	2024	100.00%	95.88%	0.35%	3.76%
<b>REPLACE DETERIORATED SEALANT JOINTS AT PLAZA PAVING</b>		152,490			\$152,490	\$146,207	\$534	\$5,737
Replace deteriorated sealant joints at plaza paving								
<b>REPLACE AIR COMPRESSOR DRYERS</b>		7,000			\$7,000	\$6,712	\$25	\$263
Replace air compressor dryers								
<b>REPLACE BOILER #1</b>	350,000				\$350,000	\$335,580	\$1,225	\$13,167
Replace Boiler #1								
<b>EXTERIOR WINDOW SEALANT</b>		1,300,000			\$1,300,000	\$1,246,440	\$4,550	\$48,906
Exterior window sealant removal and replacement								
<b>REPLACE BUILD UP ROOF</b>			294,000	294,000	\$588,000	\$563,774	\$2,058	\$22,121
Replace build up roof								
<b>YEARLY TOTAL</b>	<b>\$ 350,000</b>	<b>\$ 1,459,490</b>	<b>\$ 294,000</b>	<b>\$ 294,000</b>				

\*5 year capital projects are based on the Property Condition Assessment performed in 2013 by Milhouse Engineering and Construction.

ANTICIPATED YEAR OF COMPLETION	TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE
2019	\$ 350,000	\$ 321,965	\$ 1,225	\$ 13,160
2020	\$ 1,459,490	\$ 1,342,585	\$ 5,108	\$ 54,877
2021	\$ 294,000	\$ 270,451	\$ 1,029	\$ 11,054
2022	\$ 294,000	\$ 270,451	\$ 1,029	\$ 11,054

EXHIBIT E.  
BUDGET SUMMARY

OPERATING BUDGET	2022 BUDGET	2023 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET
<b>REVENUE</b>				
BASE RENT (1)	\$19,616,871	\$19,902,064	\$285,193	1.45%
RETAIL INCOME (2)	\$73,200	\$73,200	\$0	0.00%
OTHER INCOME (3)	\$167,024	\$167,024	\$0	0.00%
INCOME FROM SERVICES RESOLD (4)	\$572,757	\$801,731	\$228,974	39.98%
<b>TOTAL REVENUE</b>	<b>\$20,429,852</b>	<b>\$20,944,019</b>	<b>\$514,166</b>	<b>2.52%</b>
<b>EXPENSES</b>				
UTILITIES EXPENSE	\$3,710,141	\$3,862,039	\$151,899	4.09%
CLEANING EXPENSE	\$4,703,681	\$4,819,325	\$115,644	2.46%
SECURITY EXPENSE	\$4,029,451	\$3,531,671	\$497,781	-12.35%
MECHANICAL MAINTENANCE	\$4,597,970	\$4,763,300	\$165,330	3.60%
BUILDING GENERAL	\$901,780	\$1,047,916	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,023,849	\$1,155,952	\$132,103	12.90%
INSURANCE	\$680,000	\$721,862	\$41,862	6.16%
<b>SUBTOTAL BLDG OPERATING EXPENSES</b>	<b>\$19,646,871</b>	<b>\$19,902,064</b>	<b>\$255,193</b>	<b>1.30%</b>
<b>REIMBURSABLE EXPENSES</b>				
COST OF SERVICES RESOLD	\$572,757	\$801,731	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	0.00%
<b>SUBTOTAL REIMBURSABLE EXPENSES</b>	<b>\$572,757</b>	<b>\$801,731</b>	<b>\$228,974</b>	<b>39.98%</b>
<b>NET OPERATING AUTHORIZATION REQUIRED</b>	<b>\$20,219,628</b>	<b>\$20,703,795</b>	<b>\$484,166</b>	<b>2.39%</b>
<b>CAPITAL BUDGET</b>	<b>\$4,050,000</b>	<b>\$3,792,000</b>	<b>\$258,000</b>	<b>-6.37%</b>
<b>TOTAL DALEY CENTER BUDGET</b>	<b>\$24,269,628</b>	<b>\$24,495,795</b>	<b>\$226,166</b>	<b>0.93%</b>