



City of Chicago



O2016-5506

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/20/2016
Sponsor(s):	Misc. Transmittal
Type:	Ordinance
Title:	Amendment of intergovernmental agreement relating to O'Hare Noise Compatibility Commission - Donald W. Walsh
Committee(s) Assignment:	Committee on Aviation

ORDINANCE

Be It Ordained by the City Council of the City of Chicago:

WHEREAS, The City of Chicago (the "City") is a home rule municipality pursuant to Section 6 of Article V 11 of the 1970 Illinois Constitution (the "Illinois Constitution") and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare"); and

WHEREAS, Pursuant to authority granted by (a) an ordinance adopted by this City Council on July 10, 1996, and published in the Journal of the Proceedings of the City Council of the City of Chicago, Illinois (the "Journal") of such date at pages 24918-24932, as repealed and amended by an ordinance adopted on October 30, 1996, and published in the Journal of such date at pages 31189-31198, as further amended by an ordinance adopted on June 8, 2005, and published in the Journal of such date at pages 49854-49856, as further amended by Ordinance Number 02010-3886 adopted on September 8, 2010, and published in the Journal of such date at pages 99104-99116, as further amended by Ordinance Number 02010-6949 adopted on January 13, 2011, and published in the Journal of such date at pages 110759-110772, as further amended by Ordinance Number O2014-5870 adopted on September 10, 2014, and published in the Journal of such date at pages 87841-87853; as further amended by Ordinance Number 02010-6949 adopted on October 14, 2015, and published in the Journal of such date at pages 99104-99116; (b) Section 10 of Article VII of the Illinois Constitution; and (c) the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the City entered into an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (the "Agreement") by and among the City and various municipalities. Cook County, DuPage County, and public school districts; and

WHEREAS, The O'Hare Noise Compatibility Commission (the "O'Hare Commission") was established pursuant to the Agreement and provides a common forum for interested parties to have a voice in the aircraft noise issues related to O'Hare; and

WHEREAS, The City desires to allow citizen public participation and civic homeowner and community organization, associations, and coalition groups on the O'Hare Commission as a voting member; and

WHEREAS, The City desires to allow organized labor organizations participation on the O'Hare Commission as a voting member; and

WHEREAS, The City desires to restructure the membership, powers, and authority of the "O'Hare Commission to balance participation, expand transparency, and allow oversight of Chicago airport operations as it relates to the O'Hare Modernization Program (OMP), noise, noise insulation programs, and environmental, health, and safety impacts; and

WHEREAS, The City desires to amend the Agreement and extend the term -for five

additional years upon the passage of this Ordinance; now, therefore.

Be it Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Commissioner of Aviation (the "Commissioner") is hereby authorized to execute an amendment to the Agreement substantially in the form attached hereto as Exhibit A (the "Amended Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable, or as outlined in this ordinance, to implement the terms of the Amended Agreement. The Amended Agreement shall become effective upon passage and approval of this ordinance and upon associated approval of the Amended Agreement as specified in Section 6.H. of the Amended Agreement.

SECTION 3. The Commissioner shall provide notice of the amendments to the Agreement proposed by this ordinance to each Participant of the O'Hare Commission as provided in Section 6.H. of the Amended Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective immediately upon its passage and approval.

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION (ONCC) - "O'Hare Commission"

This agreement, effective January 1, 2017 succeeds the agreement authorized by the Chicago City Council on October 14, 2015, which expired under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1. Establishment of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission (ONCC) or ("O'Hare Commission") is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare airport related noise issues; and (d) provide a forum and direct participation for direct citizen engagement and involvement by citizen, civic, and homeowner community organizations, associations, or coalitions groups; provide a forum for direct labor organizational engagement on O'Hare construction and insulation projects, including but not limited to the OMP; (e) to expand the noise insulation programs and other related programs, including but not limited to noise insulation in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines, or areas outside the eligible for sound insulation program pursuant to FAA, or any other guidelines, noise monitoring, environmental, health, and safety issues as directly related to O'Hare operations and the OMP; and (f) make recommendations and program proposals to City, State, and Federal agencies on O'Hare noise, noise mitigation, noise insulation, noise monitoring, noise monitoring specifications, the OMP, environmental, health, safety, and citizen noise impacts within and outside the O'Hare Commission Areas.

Section 2. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of a community association or organization, homeowner association or organization, or civic association or collation group of citizens and homeowners, located in or outside the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section M.C. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"City" means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"FAA " means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a federal, county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

"Noise Compatibility Programs" means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O'Hare Commission Area as determined by the O'Hare Commission in cooperation with the City; and program recommended by the O'Hare Commission.

"Noise Compatibility Projects" means the noise compatibility projects (including administrative costs) in the O'Hare Commission Area, or outside the O'Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, or additional grants, tax funded programs, for airport funded programs, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O'Hare Commission in cooperation with the City based on criteria adopted by the O'Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented as determined and recommended by the O'Hare Commission. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

"O'Hare " means Chicago O'Hare International Airport.

"O'Hare Commission Area" means the area in the vicinity of O'Hare with an interest in O'Hare-related aircraft noise issues, which area includes but is not limited to the following, municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmwood Park, Franklin Park, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Morton Grove, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; Municipalities or unincorporated areas may be added to the O'Hare Commission Area

by the O'Hare Commission.

"Part 150 Plan" means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

"Participant" means, at any time, each city, village, or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Participant" shall include the elected City of Chicago Ward Alderman, or his/her designee of Wards 33, 35, 36, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, and 50 of the City of Chicago ("Chicago Ward Participants"), two representatives from the Fair Allocations in Runways Coalition (FAiR), one representative from a homeowners or civic organization from Park Ridge, Des Plaines, and Bensenville, Illinois; and other municipal cities, villages, towns, and unincorporated areas civic and community organizations (Public Participants) as the O'Hare Commission selects: and one representative from the AFL-CIO, and one representative from the Chicago Federation of Labor, one representative from the Service Employees International Union, (labor Participants) and as set forth in Section 3.A.(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O'Hare Commission upon approval and execution of this Agreement by the City.

"Residential Sound Insulation Program " means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines, or homes in areas recommended by the O'Hare Commission not pursuant to FAA guidelines and regulations and eligibility criteria established by O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines, or areas that are not eligible for sound insulation pursuant to FAA guidelines; and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

Section 3. Composition and Organization.

A. The O'Hare Commission shall consist of the (i) mayor, village president, or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area; (ii) the elected City of Chicago Ward Alderman, or his/her designee of Wards 33, 35, 36, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, and 50, and Wards approved by the O'Hare Commission in the Midway Airport area of the City of Chicago ("Chicago Ward Participants"), two representatives from the Fair Allocations in Runways Coalition (FAiR), one representative from a homeowners or civic organization from Park Ridge, Des Plaines, and Bensenville, Illinois (Public Participants); and one representative from the AFL-CIO, one representative from the Chicago Federation of Labor, one representative from the Service Employees International Union, [REDACTED] (labor Participants), and (iii) one member appointed by the

President of the Cook County Board representing the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County; (iv) and one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County.

B The O'Hare Commission Area includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary, secondary, and high schools (public or private) located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may be needed to carry out its powers and duties. The Chair and Vice Chair shall only serve two terms on the O'Hare Commission. The appointment of the Executive Director must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority (51% or more) of the members of the O'Hare Commission shall constitute quorum for the transaction of business. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its by-laws, and a special meeting may be called by the City or any five members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant, and each Advisory Member.

F. Any and all O'Hare Commission records, minutes, files, documents, meetings minutes, recordings, studies, investigations, votes on issues, or reports shall be available pursuant to the United States Freedom of Information Act (FOIA) 5 U.S.C. § 553 and the State of Illinois Freedom of Information Act (5 ILCS 140).

G. O'Hare Commission shall operate and function pursuant to law under the State of Illinois (5 ILCS 120/) Open Meetings Act.

Section 4. O'Hare Commission Powers and Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) By vote of a majority of its members (51% or more), the O'Hare Commission shall determine Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall

establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects. To include but not limited to; oversight to the way the City of Chicago noise complaint process operates, the methods in which complaints are handled and process, including reporting, methodologies in the reporting process, and submit recommendations to the City on improving the complaint systems and appropriately addressing complaints.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures, and implementation of standard noise abatement, take-off, and low and high altitude approach procedures recommended by the O'Hare Commission. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, community, civic, and homeowner associations, organizations, or collation groups; as appropriate, with respect to aircraft noise mitigation and related matters: including but not limited to noise pollution, environmental, health, and safety matters related to O'Hare Airport operations.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA radar data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in the context of public administration and government operations. The text highlights how detailed records can help identify inefficiencies, prevent fraud, and ensure that resources are used effectively.

2. The second part of the document focuses on the role of technology in modern record-keeping. It explores how digital systems and software solutions can streamline the process of data collection, storage, and retrieval. The text notes that while technology offers significant advantages, it also requires careful implementation and ongoing maintenance to ensure data integrity and security.

3. The third part of the document addresses the challenges associated with record-keeping, particularly in large-scale organizations or government agencies. It discusses the complexity of managing vast amounts of data, the need for standardized protocols, and the importance of training staff to use record-keeping systems effectively. The text also touches upon the legal and ethical considerations surrounding data privacy and access.

4. The fourth part of the document provides practical advice and best practices for implementing a robust record-keeping system. It suggests starting with a clear plan, identifying key areas for improvement, and involving all relevant stakeholders in the process. The text encourages a focus on continuous improvement and regular audits to ensure the system remains up-to-date and effective.

5. The final part of the document concludes by reiterating the significance of record-keeping as a cornerstone of good governance and organizational success. It calls for a commitment to transparency and accountability, and for the adoption of innovative solutions to overcome the challenges of modern record-keeping.

that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt by-laws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

Section 5. Term of Agreement.

A. This Agreement shall be effective January 1, 2017, and shall terminate on December 31, 2020~~1~~, unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to the failure of its authorized representative or designee to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60-days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal.

Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2017 upon 180-days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 6. Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation Chicago Department of Aviation

10510 W. Zemke Road Chicago, IL 60666

Tel.: (773) 686-8060 Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Participants may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant, or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the O'Hare Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the Subject matter hereof This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A is incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one, and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2017, shall not require the consent of the O'Hare Commission, the City, or any Participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2017, may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Participants shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Participant and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this _____ day _____ of, 2016.

CITY OF CHICAGO

DATE: July 1, 2016

TO: Honorable Susana A. Mendoza
City Clerk
City of Chicago – City Hall
121 North LaSalle Street
Room 107
Chicago, Illinois 60602

SPONSOR: Donald W. Walsh (Private Citizen of the City of Chicago)
5245 West Ardmore Avenue
Chicago, Illinois 60646-6520
(773)-594-1422

TYPE: Ordinance

TITLE: Amendments and term extensions of the intergovernmental agreement with the Chicago O’Hare Noise Compatibility Commission (ONCC) for Implementation of Noise Compatibility Programs and Project and Expands the Members and Authority.

COMMITTEE
ASSIGNMENT(S): Committee on Aviation

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CITY OF CHICAGO
OFFICE OF THE CITY CLERK

Donald W. Walsh
(Private Citizen of the City of Chicago)
5245 West Ardmore Avenue
Chicago, Illinois 60646-6520
(773)-594-1422

July 20, 2016

RECEIVED
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2016 JUN 31 AM 9:25
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TO THE HONORABLE ALDERMEN of THE CHICAGO CITY COUNCIL

Ladies and Gentlemen:

On behalf of homeowners and taxpayers in the City of Chicago, specifically in the O'Hare International Airport (ORD) operational community areas, I transmit herewith an ordinance authorizing the renewal of an intergovernmental agreement with the O'Hare Noise Compatibility Commission (ONCC).

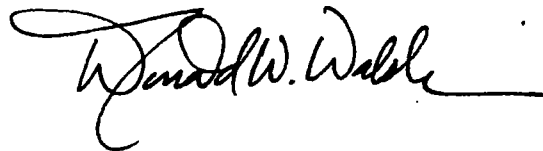
This ordinance will provide the following:

1. Establishes a new ONCC intergovernmental agreement.
2. Adds citizen and civic participation as voting members to the ONCC.
3. Adds citizen, civic, and homeowner organizations, associations, and coalition groups as representatives on the ONCC as voting members, including two representatives from FAiR, one representative from a homeowners or civic association from Park Ridge, Des Plaines, and Bensenville; and the provisions to add others members to the ONCC.
4. Allows elected standing Alderman on the Northwest side of Chicago and surrounding Midway Airport Wards automatic membership on the ONCC/Midway Noise Compatibility Commission, and the power to designate his/her representative to serve on the ONCC/MNCC.
5. Adds organized labor representatives on the ONCC and MNCC.
6. Allows the ONCC to make recommendations regarding the O'Hare Modernization Program (OMP).
7. Adds the authority for the ONCC to address the noise complaint systems, methodologies for managing complaints, and authority to make recommendations to the City on how to improve the complaint process.

8. Expands the home and school insulation programs outside the designated FAA guideline areas.
9. Reestablishes new dates for the intergovernmental agreement.
10. Limits the ONCC Chair and Vice Chair to only two term of office.
11. Adds provisions of the ONCC to follow FOIA requirements and laws.
12. Adds provisions of the ONCC to follow the Open Meetings Act and laws.
13. Adds a 51% or more majority for a quorum and voting based of the ONCC.
14. Gives the ONCC authority to address the OMP, airport operations, noise and air pollution, environmental, health and safety matters related to O'Hare, and submit recommendations to the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours;

A handwritten signature in black ink, appearing to read "Donald W. Walsh", with a long horizontal flourish extending to the right.

Donald W. Walsh
Private Citizen of the City of Chicago