



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.a

Title: Recommendation to Approve Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission

Presenter: Peter Suhr

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary (if not budgeted please explain):

The O’Hare Noise Compatibility Commission (ONCC), www.oharenoise.org, is the only inter-governmental agency that is dedicated to reducing aircraft noise in the communities around O’Hare International Airport. It was established in 1996, following an invitation from the City of Chicago to suburban mayors to begin constructive dialogues on aircraft noise issues at about 20 public meetings each year. The ONCC membership currently includes 43 communities and 22 school districts.

A few years back in July of 2015, the Government Services Committee considered petitioning the Federal Aviation Administration (FAA) to restrict air traffic over St. Charles by joining the ONCC. In 2015, this particular request was brought forth by a single St. Charles resident, however since that time; the City has received similar requests from several other residents. Complaints have been on a slight rise since O’Hare Airport changed their flight patterns several years ago, making airplane traffic and associated noise more prevalent in the St. Charles area.

After several discussions on this topic since 2019, the Government Services Committee has never authorized staff to join the O’Hare Noise Compatibility Commission, mainly due to the low volume of complaints and St. Charles distance from O’Hare. Staff is requesting the Committee to reconsider authorization to join the ONCC because of the following recent changes:

- Two new communities have recently joined the ONCC including Bartlett and Wayne
- There is a slight rise in resident complaints and more awareness of the noise concerns in our community
- Richard Lewis, a resident of St. Charles, has offered his time to attend the ONCC meetings and report back to the City as an appointed liaison for our community, resulting in reduced staff commitment

The process to join the ONCC is simple and there are no fees or costs associated with the membership. If the City Council approves a Resolution to accept the Intergovernmental Agreement (attached), St. Charles will most likely be approved by the commission and become an active member of the ONCC on September 6, 2019. The Intergovernmental Agreement and ONCC By-Laws have been reviewed by staff and by the City’s attorney resulting in little to no concern or liability to the City.

Attachments (please list):

*Intergovernmental Agreement *ONCC By-Laws *ONCC Calendar

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission

**INTERGOVERNMENTAL AGREEMENT RELATING TO
THE O’HARE NOISE COMPATIBILITY COMMISSION**

This agreement, effective January 1, 2016, succeeds the agreement authorized by the Chicago City Council on September 10, 2014, which expired under its own terms on December 31, 2015. 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 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-related noise issues; and (d) provide a forum for direct citizen engagement.

Section 2. Definitions.

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

“Advisory Member” means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O’Hare Commission Area who shall serve as a special advisory member of the O’Hare Commission as provided in Section 3.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 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.

“Noise Compatibility Projects” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, 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. 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; (iii) School Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O’Hare Commission Area as provided in Section 6.G.

“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, public school district, 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 six (6) members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“Chicago Ward Participants”) 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 and regulations and eligibility criteria established

by the 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 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 president, superintendent, or other designee of each public school district serving any portion of the O'Hare Commission Area; (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) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County; and (v) Chicago Ward Participants, provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by December 31, 2015, or pursuant to Section 6.G. of this Agreement, except that the Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

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 and secondary schools 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 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 of the members of the O'Hare Commission shall constitute a

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.

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, the O'Hare Commission shall determine certain 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.

(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. 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, as appropriate, with respect to aircraft noise mitigation and related matters.

(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. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(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 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, 2016, and shall terminate on December 31, 2020, 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, 2016, 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, 2016, 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, 2016, 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 3rd day of September, 2019.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

City of St. Charles, Illinois

By:

Authorized Officer

Address: _____

APPENDIX A

Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City, and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this *Appendix A*. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this *Appendix A*. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this *Appendix A*.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within

such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this *Appendix A*, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this *Appendix A*. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "*System*") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("*System Operator*") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("*System Expert*") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and any Participant based on the data collected by the System.

(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, information generated by the System in violation of Section 4.A.(5) of this Agreement.

O'HARE NOISE COMPATIBILITY COMMISSION
BY-LAWS
AMENDED AND ADOPTED AS OF JUNE 3, 2019

ARTICLE I.
NAME AND PRINCIPAL OFFICE

Section 1. Name. The name of the Commission shall be the O'Hare Noise Compatibility Commission (the O'Hare Commission), as provided in the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission ("Intergovernmental Agreement") by and among the City of Chicago and the Participants referred to therein. Terms defined in the Intergovernmental Agreement and not otherwise defined herein are used with the same meanings set forth in the Intergovernmental Agreement.

Section 2. Principal Office. The principal office of the O'Hare Commission shall be located at O'Hare until such time as the O'Hare Commission by resolution may establish a new location.

ARTICLE II.
MEMBERS OF COMMISSION

Section 1. Membership of the Commission.

(a) The membership of the O'Hare Commission shall be as provided in Section 3.A. of the Intergovernmental Agreement, which number of members is subject to increase pursuant to Section 6.G. of the Intergovernmental Agreement and decrease pursuant to Sections 5.A. and 5.B. of the Intergovernmental Agreement. The members/designees of the O'Hare Commission shall have the respective powers, duties and responsibilities set forth in the Intergovernmental Agreement.

(b) Any Participant and the City of Chicago may appoint alternate members to act on the Participant's or the City's respective behalf in the same manner as the regular member whenever the regular member is absent or in the event of a vacancy; provided, however, that an alternate shall not act as an officer of the O'Hare Commission or of one of its committees where these by-laws expressly provide for another member (i) to act in an officer's stead when the officer is absent or (ii) to succeed or be appointed to an office in the event of a vacancy pursuant to paragraph (a) above.

Section 2. Term of Office. In addition to the provisions for the terms of office, vacancies and removal of members of the O'Hare Commission established in the Intergovernmental Agreement:

(a) The members appointed by the respective appointing body or official of each Participant and the City of Chicago shall serve at the pleasure of the respective appointing body or official until the earlier of: (i) the resignation, death, loss of position or disqualification a member; (ii) the removal of a member by the respective appointing body or official; or (iii) the date of termination of the Intergovernmental Agreement with respect to such Participant or the City of Chicago. In the event of a vacancy, the body or official who appointed the member whose position is vacant shall make an appointment to fill the vacancy. In the event of a vacancy where the vacating member was Chair of the O'Hare Commission or chair of one of

its committees, the Vice Chair of the O'Hare Commission or the vice chair of the respective committee shall serve as the Chair of the O'Hare Commission or the chair of the respective committee until a successor is elected.

(b) Members may serve consecutive terms.

Section 3. Powers. The O'Hare Commission shall possess and exercise all of the powers granted in the Intergovernmental Agreement, or as it may be hereafter amended. The Chair, Vice Chair, Executive Director, any other officer of the O'Hare Commission, any committee of the O'Hare Commission, or any other staff, professional advisors or consultants, may carry out such powers of the O'Hare Commission as these by-laws may provide or as the O'Hare Commission by resolution may delegate.

Section 4. Ethics.

(a) O'Hare Commission members, designees, and alternates are prohibited from any involvement in O'Hare Commission business in which they have a direct or indirect material financial interest. A financial interest arises when the O'Hare Commission has or is considering a transaction or other business relationship with an O'Hare Commission member or an O'Hare Commission member's family member (defined to include a spouse, domestic partner, child, sibling, parent or household member), or with an entity in which the O'Hare Commission member or family member has a material financial interest. A financial interest is material if it entails:

- (i) Any ownership or investment interest (including stock, options, a partnership interest or any other ownership or investment interest) valued at more than \$2,500, except equity in a publicly traded company amounting to less than a 1 percent ownership interest in the company;
- (ii) Receipt of non-dividend compensation (including salary, consulting fees, royalty payments or other remuneration) of more than \$2,500 in any 12-month period in the past three years, or the expectation of such compensation in the future;
- (iii) Real property, personal property, intellectual property or any other interest valued at \$2,500 or more, except that such material financial interest shall not include any interest in real estate which is under consideration for or receives residential sound insulation pursuant to uniform and generally applicable criteria;
or
- (iv) A position of real or apparent authority in an outside entity, such as director, officer, trustee, or partner.

(b) In any matter upon which the O'Hare Commission member may be called upon to act or vote in which he or she has a material financial interest, that member shall disclose the same to the Chair of the O'Hare Commission as soon as he or she learns of it. This disclosure shall include the nature and extent of such interest and his or her acquisition thereof. The disclosure shall be publicly acknowledged by the O'Hare Commission and entered into the minutes of the O'Hare Commission. If a member of the O'Hare Commission thereof holds such an interest, then he or she shall refrain from any further official involvement in regard to such matter, from voting on any such matter and from communicating with other members of the O'Hare Commission or its officers, agents and employees concerning said matter.

(c) In the event any O'Hare Commission member is subject to other ethics requirements with respect to his or her participation on the O'Hare Commission, the stricter standard shall apply.

(d) Every O'Hare Commission member, designee, or alternate shall submit an acknowledgement of these ethics rules on an annual basis to the Executive Director. Such annual acknowledgment shall be submitted between January 1st and the date of the annual meeting.

e) Any refusal by an O'Hare Commission member, designee, or alternate to submit any annual acknowledgment on or before the date of the annual meeting shall be immediate grounds for removal from the O'Hare Commission without prior notice.

ARTICLE III. OFFICERS OF THE COMMISSION

Section 1. Chair. The Chair of the O'Hare Commission shall be elected by the members of the O'Hare Commission from among its members for a term expiring on the date of the next annual meeting following such election or, if no Chair is elected at such meeting, until a successor is elected, unless the Chair's membership in the O'Hare Commission becomes vacant earlier pursuant to Article II, Section 2(a). The Chair shall preside at all meetings of the O'Hare Commission and perform such other duties as shall be necessary or desirable by reason of his or her position as Chair, or as may be directed by a duly adopted resolution of the O'Hare Commission.

Section 2. Vice Chair. A Vice Chair of the O'Hare Commission shall be elected by the members of the O'Hare Commission from among its members for a term expiring on the date of the next annual meeting following such election or, if no Vice Chair is elected at such meeting, until a successor is elected, unless the Vice Chair's membership becomes vacant earlier pursuant to Article II, Section 2(a). The Vice Chair shall perform all duties incumbent upon the Chair during the absence of the latter.

Section 3. Executive Director and Other Staff, Professional Advisors and Consultants. 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. Except as otherwise provided in the Intergovernmental Agreement, the appointment of any staff and the selection of professional advisors and consultants must be approved by the majority of the members of the O'Hare Commission.

Section 4. Other Officers. The O'Hare Commission may, but need not, elect other officers, as it deems necessary, including but not limited to a Treasurer and a Secretary, who may, but need not, be O'Hare Commission members, to hold office at the pleasure of the O'Hare Commission. The duties of each officer shall be determined by the O'Hare Commission.

Section 5. Election in the Event of Vacancies. If the position of Chair or Vice Chair of the O'Hare Commission becomes vacant pursuant to Article II, Section 2(a), ninety days or fewer before the next annual meeting of the O'Hare Commission, the election of a new officer shall occur at the annual meeting. If the position of Chair or Vice Chair of the O'Hare Commission

becomes vacant pursuant to Article II, Section 2(a), more than ninety days before the next annual meeting, the Nominating Committee shall convene within thirty days of the vacancy occurring, and nominate candidates for the office for election at the next scheduled regular meeting of the O'Hare Commission following such nomination. During any period in which the position of Chair of the O'Hare Commission is vacant, the Vice Chair shall serve as Chair and shall appoint another member to serve as Vice Chair pending election of a new Chair. During any period in which the position of Vice Chair of the O'Hare Commission is vacant, the Chair shall appoint a person to act as the Vice Chair pending election of a Vice Chair.

ARTICLE IV MEETINGS

Section 1. Annual Meeting. The annual meeting of the O'Hare Commission shall be held during the second quarter of each fiscal year on such day and at such time and place as may be designated by the O'Hare Commission, or, in the absence of such action, by the Chair. Except as otherwise provided in these by-laws, officers of the O'Hare Commission shall be elected by the O'Hare Commission at the annual meeting.

Section 2. Regular Meeting. The time, date and location of all regular O'Hare Commission meetings for the next fiscal year shall be established by by the majority of the members no later than the end of the current fiscal year. A schedule reflecting the time, date and location of the O'Hare Commission meetings so established shall be prepared, posted and distributed in accordance with the Illinois Open Meetings Act, 5 ILCS 120 et seq., as amended from time to time ("Open Meetings Act"). The time, date and location of any regular O'Hare Commission meeting may be changed by resolution of the O'Hare Commission or in the absence of such action, by the Chair, upon not less than ten days prior written notice to each member of the O'Hare Commission and to the public in compliance with the Open Meetings Act.

Section 3. Special Meetings. A special meeting of the O'Hare Commission may be held upon call by the City of Chicago or any six members of the O'Hare Commission upon prior written notice of not less than seven days to each member of the O'Hare Commission and notice to the public as provided in the Open Meetings Act. Such notice shall specify the time, date and location of the O'Hare Commission meeting, and public notice shall be given in the form and manner provided in the Open Meetings Act. Not less than seven days prior to such special meeting, an agenda shall be given to each member by written notice, and public notice of the agenda shall be given in the form and manner provided in the Open Meetings Act.

Section 4. Emergency Meetings. The City of Chicago, the Chair or the Vice Chair, upon declaring in writing that an emergency exists and stating the nature of the emergency, may call an emergency meeting of the O'Hare Commission and establish the agenda, upon written notice to the members. Any such notice shall contain the time, place and purpose of the meeting. Public notice containing the same information provided in the notice of the emergency O'Hare Commission meeting to the members shall be given as provided in the Open Meetings Act.

Section 5. Public Meetings. All meetings of the O'Hare Commission and any O'Hare Commission committee shall be public meetings except as provided in the Open Meetings Act. Public comments will be limited to 3 minutes.

The following Rules of Decorum will apply to all meetings:

- a) Any person making offensive, insulting, threatening, slanderous or obscene remarks or makes threats against any person or against public order or security while in the meeting shall be removed at the direction of the presiding officer from further audience unless permission to continue is granted by the majority vote of the committee/commission.
- b) Comments are limited to those which address meeting agenda items, or those that are included as part of the Commission's Work Plan, which focuses on aircraft noise mitigation and abatement at O'Hare International Airport.
- c) Persons wishing to address the ONCC must be present and complete the comment card outlining the question or area to be addressed. Before making comments, they shall identify themselves to the Chair and Commission members by stating either their name, address, community or ward.
- d) Comments beyond ONCC's purview will not be allowed to be verbally given, but a written set of comments may be submitted for consideration to be added to the meeting minutes.
- e) Meeting attendees are reminded that ONCC has taken a neutral position on the O'Hare Modernization Program as reflected in the FAA's Record of Decision.

Section 6. Voting.

(a) For purposes of this section whenever the words "majority of the members of the O'Hare Commission" are used such words mean a majority of the members of the O'Hare Commission not including advisory members. Except as expressly set forth in the Intergovernmental Agreement and except as set forth below, the approval of any action of the O'Hare Commission shall require the concurrence of a majority of the members of the O'Hare Commission. A majority of the members shall constitute a quorum for the transaction of business by the O'Hare Commission.

(b) Voting by the members on all official acts of the O'Hare Commission, including, but not limited to, all resolutions, by-laws and regulations for the conduct of its business and affairs, shall be recorded. Members may participate in and act at any meeting of the O'Hare Commission or any Commission committee through the use of a conference telephone or other communications equipment by means of which all persons participating in or present at the meeting can hear each other. Such participation shall constitute attendance and presence in person at the meeting of the person or persons so participating. Voting by the members at any meeting of the O'Hare Commission or any O'Hare Commission committee or on any issue shall be in person or by telephone in accordance with the Open Meetings Act.

Section 7. Order of Business and Agenda. The Chair in consultation with the Commissioner of Aviation of the City of Chicago, or his or her designee, shall establish the agenda for meetings of the O'Hare Commission and any O'Hare Commission committee, provided that the Chair, the City, or any three members of the O'Hare Commission may direct that a matter be placed on the agenda.

Section 8. Written Minutes. Written minutes of all meetings of the O'Hare Commission shall be kept by the Secretary or another person, who need not be a member, designated by the Chair. Such minutes shall contain, at minimum, the following: (a) the date, time and place of the meeting; (b) the members of the O'Hare Commission recorded as either present or absent; (c) specific wording of resolutions adopted; and (d) a summary of discussion of all matters proposed, deliberated or decided, and a record of any vote taken. Said minutes shall be maintained at the principal office of the O'Hare Commission and shall be made available for public inspection in accordance with the Open Meetings Act.

Section 9. Rules of Order. Anything to the contrary herein notwithstanding, in the event of a conflict, the provisions of the Intergovernmental Agreement shall supersede these by-laws and such superseding provision of the Intergovernmental Agreement shall be deemed to be provided by these by-laws by virtue of this section. Unless otherwise provided by Illinois law, the Intergovernmental Agreement, or these by-laws, the business of the O'Hare Commission at any regular, special or emergency meeting of the O'Hare Commission or any O'Hare Commission committee shall be conducted pursuant to Robert's Rules of Order, current edition.

Section 10. Committees.

(a) The standing committees of the O'Hare Commission are set forth in paragraph (b) below. The Chair of the Commission, the Executive Committee or the O'Hare Commission by resolution, may establish one or more ad hoc committees of the O'Hare Commission and shall establish the membership, scope and objectives of each such committee. A majority of the members of a committee shall constitute a quorum for purposes of conducting any business. The affirmative vote of a majority of the members of the committee present and voting shall be required to approve any formal committee action. Each standing committee shall establish a schedule of regular meetings and may convene special and emergency meetings, all in accordance with the Open Meetings Act. Each ad hoc committee including but not limited to, the Nominating Committee, the Budget Committee and the By-laws Committee shall meet as needed to address the issues presented to it and shall meet at any time determined by O'Hare Commission resolution or by the Chair of the O'Hare Commission, after consultation with the chair of the committee. Ad hoc committee members shall be appointed by the Chair. Notice of committee meetings shall be provided to each member of the O'Hare Commission and to the public as set forth in the Open Meetings Act. Each committee shall keep written minutes to the same extent required for meetings of the O'Hare Commission in Section 8 of this Article IV.

(b) The following are the standing committees of the O'Hare Commission:

(i) The Executive Committee shall consist of the member representing the City of Chicago; the elected officers of the O'Hare Commission; the immediate past Chair of the O'Hare Commission (if still a member of the Commission); the chairpersons of the Standing Committees and one or two other members of the O'Hare Commission appointed by the Chair of the

O'Hare Commission, with the consent of the other members of the Executive Committee, as to make the total membership of the Executive Committee an odd number. The Executive Committee shall have the power to supervise and recommend compensation for the Executive Director, to review and recommend the budget of the O'Hare Commission, to review and recommend applications for membership in the O'Hare Commission, to submit policy issues for consideration by the Commission and to exercise such other powers and perform such other duties as may be imposed by resolution of the O'Hare Commission. The Chair of the O'Hare Commission shall be the Chair of the Executive Committee. The Chair of each committee shall be elected by the Executive Committee. The Vice Chair of each committee shall be elected by the members of each committee.

- (ii) The Technical Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding issues involving the sources of airport-related noise.
 - (iii) The Residential Sound Insulation Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding the sound insulation of homes.
 - (iv) The School Sound Insulation Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding the sound insulation of schools.
 - (v) The Fly Quiet Committee shall consist of 11 commission members appointed by the Chair of the O'Hare Commission, with the consent of the other members of the Executive Committee. Membership shall include a geographic balance of the O'Hare Commission Area. The Commission Chair may invite guests to participate in committee discussions but those guests shall have no voting powers. The Chair will review membership periodically.
- (c) The Executive Director shall solicit every member/designee/alternate for committee participation on an annual basis.

Section 11. Suspension of Rules. Any provision of this Article IV may be suspended upon the vote of a majority of the members of the O'Hare Commission, unless any such action, or the result of any such action, would be inconsistent with or would violate the provisions of the Intergovernmental Agreement or Illinois law.

ARTICLE V.
ADMINISTRATION

Section 1. Administrative, Professional and Technical Support. The City of Chicago and its Department of Aviation shall provide administrative, professional and technical support to the O'Hare Commission in connection with the planning and implementation of Noise Compatibility Programs and Projects.

Section 2. Audit and Accounting Procedures. The accounts of the O'Hare Commission shall be examined and audited at the end of each fiscal year by a qualified independent public accountant.

Section 3. Fiscal Year. The fiscal year of the O'Hare Commission shall commence on the first day of January.

Section 4. O'Hare Commission Records. The records of the O'Hare Commission shall be available for inspection and copying by the public as provided in the Illinois Freedom of Information Act, 5 ILCS 140 et seq., as amended from time to time.

ARTICLE VI.
AMENDMENTS

These by-laws may be amended by the O'Hare Commission at any O'Hare Commission meetings, provided that at least 48 hours written notice of the proposed amendment has been given to all members. Such notice may, however, be waived if all of the members who have been appointed are present and consent to the adoption of the amendment.

2019 Meetings

All meetings are open to the public. We encourage your participation.

EXECUTIVE COMMITTEE MEETING	ONCC MEETINGS	TECHNICAL COMMITTEE	RESIDENTIAL SOUND INSULATION COMMITTEE	FLY QUIET COMMITTEE
All Meetings begin at 10:30 a.m.	All Meetings begin at 8:00 a.m.	All Meetings begin at 9:00 a.m.	All Meetings begin at 9:30 a.m.	All Meetings begin at 9:30 a.m.
January 7, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	January 11, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	January 15, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No January Meeting	January 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No February Meeting	No February Meeting	No February Meeting	No February Meeting	February 19, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
February 25, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	March 1, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	March 19, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	March 13, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	March 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
April 1, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	April 5, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	April 16, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No April Meeting	April 23, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
April 29, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	Annual Meeting May 3, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	May 14, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	May 15, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	May 28, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
June 3, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	June 7, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	No June Meeting	No June Meeting	June 25, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No July Meeting	No July Meeting	No July Meeting	No July Meeting	No July Meeting
August 15, 2019 Strategic Planning Meeting	No August Meeting	August 20, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No August Meeting	August 27, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
September 3, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	September 6, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	September 17, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	September 18, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	September 24, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
September 30, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	October 4, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	October 15, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No October Meeting	October 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
October 28, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	November 1, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	November 12, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	November 13, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	November 19, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No December Meeting	No December Meeting	No December Meeting	No December Meeting	No December Meeting

Please note: Meetings are subject to date, time or location changes. Please visit www.oharenoise.org for updated information.

***New Meeting Added**

****Meeting Canceled**

10/31/2018