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**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
CHAIRMAN RONALD SILKAITIS**

**MONDAY, FEBRUARY 22, 2021, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE

- a. Electric Reliability Report – Information only.
- b. Natural Resources Commission Minutes – Information only.

4. OMNIBUS VOTE

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. POLICE DEPARTMENT

- a. Recommendation to Approve a City Parking Lot Closure for the 3rd Street Dance & Theatre Academy Performance.

6. PUBLIC WORKS DEPARTMENT

- a. First Street Plaza Project Update and Request to approve Professional Services Agreement with Serena Strum for Design Development Phase.
- *b. Recommendation to Approve Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission.

- c. Recommendation to award the Bid for Substation #3 Concrete Pier Work.
- d. Recommendation to award the Bid for the IL Rt. 31 and Roosevelt Sewer Main Replacement Project.
- e. Recommendation to approve Professional Service Agreement for the IL Rt. 31 and Roosevelt Sewer Main Replacement Project.
- f. Recommendation to award the Bid for the South Tyler Road and Production Drive Water Main Replacement Project.
- g. Recommendation to award the Bid for Sanitary Manhole Rehabilitation.
- *h. Recommendation to approve Resolution Authorizing Application to Kane County Riverboat Grant Program.
- *i. Recommendation to Waive the Formal Bid Procedure and Authorize a Purchase Order to Bluff City Materials.

7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

9. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at 630 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Paul Hopkins

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

For Information Only.

Attachments *(please list):*

January 2021 Outage Report
January 2021 Streetlight Repair Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification.

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2020	781	6.9

2021

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	22	9.8
June	17	4.4
July	18	3.8
August	29	4.5
September	43	3.1
October	39	5.9
November	158	6.8
December	90	11.8
January	25	3.0

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item Number: 3.b

Title:

Natural Resources Commission Minutes – Information Only

Presenter:

AJ Reineking, Public Works Manager

Meeting: Government Services Committee**Date:** February 22, 2021

Proposed Cost: N/A

Budgeted Amount:

Not Budgeted: **Executive Summary** (*if not budgeted please explain*):

A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The October 8, 2020 Natural Resources Commission meeting minutes are attached.

Attachments (*please list*):

* Natural Resources Commission Minutes – October 2020 meeting minutes.

Recommendation/Suggested Action (*briefly explain*):

For information only.

**MINUTES
CITY OF ST. CHARLES
NATURAL RESOURCES COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
OCTOBER 8, 2020**

Members Present: Angela Churchill, Tom Galante, Heather Goudreau, Ralph Grathoff, Lee Haggas, Pam Otto, Bryan Wirball. Present via WebEx: Ryan Johnson, Suzi Myers, Loren Nagy

Members Absent: Kathy Brens

Others Present: Chris Adesso, Marcelline D'Argento, AJ Reineking

Visitors Present: Elli Chivari, Katie Friedman, Julia Johnson

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:03 p.m.

2. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the September 10, 2020 Natural Resources Commission [NRC] meeting. Motion by Comm. Wirball, second by Comm. Galante to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:08 p.m.

3. Old Business

A. Greenest Region Compact II

As discussed during the September NRC meeting, a member of the Greenest Region Corps [GRCorps] was invited to speak to the Commissioners. Katie Friedman, GRCorps Advisor with the Metropolitan Mayors Caucus, introduced herself to all present. Ms. Friedman explained the process of becoming a GRCorps community and described some of the projects members of the GRCorps have completed for other municipalities, such as developing sustainability plans. Ms. Friedman noted November 20, 2020 is the deadline to express interest in hosting a member of the GRCorps.

Comms. Myers and Otto reiterated the need for the Commission to move forward and select a project for the NRC to work on from the GRC Framework. Comm. Myers requested that each of the Commissioners select an item of interest from the GRC Framework and forward their selection to city staff as soon as possible for discussion at the November NRC meeting.

Mr. Adesso provided clarification regarding the “X” marks on the GRC Framework document. The X’s represent an audit of the document completed by city staff to reflect those items the city has completed, or are in progress, or not of interest, or that the city is unable to complete due to contractual obligations, for example. Comm. Goudreau requested confirmation that the NRC could work on those items in the Framework without X marks; Mr. Adesso responded affirmatively, and explained items with no X mark represent items where there was no information available or that had not been previously considered by the city. Mr. Adesso recalled the City Council passed a resolution in October 2019 to participate in the GRC.

Comm. Otto noted the St. Charles Park District completed some of the items on the Land section of the GRC Framework. Additionally, Comm. Otto stated approximately 2 years ago Mayor Rogina signed the National Wildlife Foundation Mayor's Monarch Pledge* with St. Charles Girl Scout Troop 879 and the St. Charles Park District. City staff confirmed relevant Park District accomplishments should be included with the city's responses in the GRC Framework, such as the monarch pledge.

*[[https://www.nwf.org/MayorsMonarch Pledge/Signatories](https://www.nwf.org/MayorsMonarchPledge/Signatories)].

4. **New Business**

A. Textile Recycling

Comms. Myers and Nagy reported some residents recently expressed interest in curbside textile recycling. There are other municipalities in the Chicago area offering curbside textile recycling for items that are not usable or donatable to charities, and textile recycling diverts such items from landfills.

Mr. Reineking explained the city previously looked into textile recycling. This is not a service provided by Lakeshore Recycling Services [LRS], the city's current refuse and recycling services provider. LRS is a for-profit organization and would sell the textiles it collected. The city determined not to pursue textile recycling as there are already four non-profit organizations in the city that collect textiles to support their charity work [Lazarus House, United Way, Baker Memorial and the Salvation Army], and the city did not want to detract from local non-profits' work by introducing a for-profit option.

Comm. Goudreau noted that Goodwill has a textile recycling program and textiles can also be dropped off at the Kane County electronics collection sites and weekend recycling events.

The Commission determined its best course of action will be to actively promote the resources already available for textile recycling through *The Den* and the NRC's Facebook page.

B. Potential New Student Commissioners

Elli Chivari introduced herself to all present and expressed her interest in joining the NRC as Student Commissioner. Ms. Chivari is a senior at St. Charles East High School and has been the president of the Eco-Minded Club for the past three years.

Julia Johnson introduced herself to all present and expressed her interest in joining the NRC as a Student Commissioner. Ms. Johnson is a junior at St. Charles East High School and a member of the Eco-Minded Club.

Additionally, an email from Camille Chieco was submitted to city staff regarding her interest in joining the NRC as a Student Commissioner. Ms. Chieco is a senior at St. Charles East High School and a member of the Eco-Minded Club; she was unable to attend the October meeting.

Chair. Grathoff invited Ms. Chivari and Ms. Johnson to attend a second NRC meeting [in November] to be formally accepted as Student Commissioners if they are interested.

5. **Committee Reports**

A. Education Committee

None.

B. Langum Woods Clean-Up Committee

None.

C. New Committee

The NRC-sponsored pumpkin collection is scheduled for 9:00 am to 12:00 pm on Saturday, November 7, 2020 at Public Works.

D. Single-Use Bag Committee

Comm. Nagy reported he will be in contact with the St. Charles Business Alliance and his alderman, and is awaiting a response from city staff in the Community and Economic Development Department.

6. Public Services Division Tree Activity Reports

Motion to approve and place into the public record the Public Services Division Tree Activity Reports for the month September 2020. Motion by Comm. Galante, second by Comm. Haggas to approve the reports. Voice vote: unanimous; nays – none. Motion carried at 7:43 p.m.

Chair. Grathoff noted the city planted 120 trees in May 2020 and inquired as to the number of trees to be planted this fall. Mr. Reineking reported 76 parkway trees will be planted by the city starting next week.

7. Additional Items

A. Commissioners

Comms. Goudreau, Haggas, Otto and Wirball commented on the success of the recent Fox River clean-up. The NRC thanked Comm. Otto for coordinating the event. Participating volunteers included members of the Kiwanis Club, River Corridor Foundation and Rotary Club. The volunteers collected over 20 pounds of glass from the river and shoreline, and a 1951 license plate was also removed from the river, among many other items.

Chair. Grathoff reiterated the Mayor's message regarding health and safety, and the importance of wearing masks, hand washing, etc.

B. City Staff

None.

C. Visitors

Ms. Chivari suggested increasing awareness of the NRC's activities, and utilizing social media such as Facebook, Twitter and Instagram. She stated more high school students would be interested in the NRC's activities if they were informed. Comm. Goudreau explained the NRC has a Facebook page, but perhaps additional social media could be used as well.

8. Adjournment

Motion to adjourn the meeting. Motion by Comm. Otto, second by Comm. Goudreau to adjourn the meeting. Voice vote: unanimous; nays – none. Motion carried at 7:51 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 5.a

Title:

Recommendation to Approve a City Parking Lot Closure for the 3rd Street Dance & Theatre Academy Performance

Presenter:

Police Chief Keegan

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$N/A

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The 3rd Street Dance & Theatre Academy is requesting closure of the City Parking Lot “R” - South Walnut Lot adjacent to the business for several dance performances. Both participants and spectators will follow the current COVID restrictions with regard to masks and the number of people allowed to gather for these performances.

This event is scheduled to take place on Saturday, April 10, 2021, with a requested rain date of Sunday, April 11, 2021. Performances will take place throughout the day and closure of the lot is requested from 9:00 a.m. to 5:00 p.m.

Attachments *(please list):*

Event map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve parking lot closure for the 3rd Street Dance & Theatre Academy performances.



April 11, 2021 - 3rd Street Dance & Theatre Academy Performance



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.a

Title:

First Street Plaza Project Update and Request to Approve Professional Services Agreement with Serena Sturm for Design Development Phase

Presenter:

Mark Koenen, City Administrator
Peter Suhr, Director of Public Works

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$165,435

Budgeted Amount: \$927,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Schematic Design phase of the First Street Plaza Project is complete. Staff would like to provide the Committee with an update on progress since the December 14, 2020 Government Services Meeting and Request Approval to move forward with the project into the Design Development Phase.

Public Comment and Feedback- Mark Koenen will update you on the public comment and feedback received from the 2021 First Street Plaza Expansion Survey and future communication plans for the project.

Schematic Design- Peter Suhr will share how the plaza design is advancing forward while maintaining the goals established from the concept. With the Schematic Design Phase of the project being complete, a renewed project Cost Estimate, Phasing Plan and Schedule have been prepared and will be presented to the Committee for consideration.

Design Development- Peter Suhr will request approval of a Professional Services Agreement with Serena Sturm for the next phase of the project (Design Development). Design Development will begin immediately and conclude around mid-May 2021 in preparation to begin construction on a portion or the entire project after Labor Day 2021 if desired by the Committee and City Council. The total cost of the Design Development Phase is \$165,435 which is similar to the \$166,729 fee approved for the previous Schematic Design Phase. In consideration of the public/ private partnership for this project, the St. Charles Initiative has agreed to pay \$34,000 of the total Design Development Phase fee which represents about 20 percent of the total cost. Therefore, it is requested that the City contribute \$131,435 for this phase of the project.

Attachments *(please list):*

*Serena Sturm Professional Services Agreement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Professional Services Agreement with Serena Sturm for the Design Development Phase of the First Street Plaza in the amount of \$165,435.



February 16, 2021

Mr Peter Suhr, Director of Public Works
City of St. Charles
St. Charles, IL 60174

Re: Proposal for Design Services
First Street Plaza Concept
St Charles, Illinois

Dear Mr. Suhr,

Serena Sturm Architects, Ltd. (SSA) is pleased to submit the following response to your request for Proposal to develop the Design Development Package for the First Street Plaza. It has been a pleasure and wonderful opportunity to work with the Community Foundation and the City of St Charles on this special project. We recognize the significance of this project in the pursuit of the Community Foundations vision and wholly appreciate the considerable effect it will have on present and future generations. We feel our extensive expertise in design which requires a detailed research into the project potential, site history, a comprehensive assessment of present conditions, and creative design for a vibrant future, would be an essential contribution to the project.

The project site is defined by Main Street on the north, Fox River on the east, Alter Brewing building on the south and the entire First Street ROW from Main Street to Walnut Street. The design approach is based on the Phase 1 Preliminary Concept presented to the City on August 10, 2020 The overall gathering space is intended to support a wide variety of community events. No work is intended for the existing West Plaza.

We understand that this Proposal is for the implementation of Phase 3 Design Development consistent in intent to accomplish the Work Scope per the completed Phase 2 Schematic Design effort recently completed. The Phase 2 Work scope included the development of the program and scope of the improvements, a preliminary design that includes visuals and narrative to communicate with Stakeholders and the Community. In the Phase 3 work we will develop the Schematic Design intent as the next step for implementation of the project.

This agreement assumes that you will provide Miscellaneous Owners Expense items including but not limited to those noted on the attached Project Contract Budget which include Geotechnical an updated Site Survey of the entire project Area that documents the rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, building setbacks and easements, physical characteristics (trees, topography, etc), utility locations and etc. for the site of the Project and a written legal description for the site.

BASIC SERVICES (Architect, Structural, Electrical and Plumbing)

Phase 2 - Completed

Schematic Design

Develop Stage 1 conclusions into further detail including preparation of scaled architectural and engineering drawings.

Develop Preliminary Budget Outline

Develop Project Schedule

Owner Review – Staff meeting with stakeholders to review our proposed design solutions and gain feedback and insights.

Presentation to Stakeholders as appropriate/required

Phase 3 – This Phase

Design Development

Prepare and present for approval by the stakeholders documents consisting of drawings and other exhibits to describe the size and character of the project's site, architectural, structural, HVAC, plumbing and electrical systems, materials and such other elements as may be appropriate.

Prepare statement of probable cost

Sign-off of Design Development or revised Design Development

Future Work

Construction Documents

Prepare, for approval by stakeholders, documents consisting of Drawings and Specifications setting forth in detail the requirements for the Construction of the Project. Issue bid documents as required for competitive bidding or negotiated contract.

Bidding or Negotiating

Assist the client in pre-bid meeting, obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

Construction Administration

Observe the Site at appropriate intervals, to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. Review all shop and engineering drawings and sample submittals for compliance with contract documents.

Provide project status reports as required, informing Client of all relevant events, i.e., substantive discussion with contractors, building owners, etc., or any changes to the construction drawings or schedule.

Determine the amounts owing to the Contractors based on observations at the Project premises and on evaluations of the Contractors' Applications for Payment. Issue Certificates for Payment in such amounts as provided in the Contract Documents

Punch List

COMPENSATION

Projected Overall Compensation for Architectural services for of your project will vary resulting from the ultimate size, our scope of Work, regulatory agency review requirements and project delivery method (i.e. Design-Bid-Build, Pre-Selected Contractor or Design/Build approach to name the most common). Following is an outline of the Projected Overall Compensation for Project Fees based on the approved Phase 2 Scope of Work and the Statement of Probable Cost.

Basic Services – Complete Project

SCHEMATIC DESIGN	15%	\$31,059	
DESIGN DEVELOPMENT	20%	\$50,000	
CONSTRUCTION DOCUMENTS	40%	\$89,525	
BIDDING	5%	\$10,000	
CONSTRUCTION	20%	<u>\$45,000</u>	
TOTAL BASIC SERVICES FEE			\$225,584

Required Supplemental Services

0.01	EXISTING DOCUMENTATION		\$10,000	
0.02	SPECIAL CONSULTANTS			
	Civil Engineer		\$248,994	
	Landscape Architect		\$62,000	
	Irrigation Design	\$12,900		
	Lighting Consultant		\$22,000	
0.03	AGENCY REVIEW			
	Civil Engineer (Hourly Allowance)		\$10,000	
0.04	COST ESTIMATES			
	Civil		\$11,342	
	Architectural, Structural, Electrical, Plumbing		\$9,500	
0.04	MODEL/PRESENTATION MATERIALS			
	Architect (Allowance)		\$10,000	
0.05	MAINSTREET BRIDGE EXPANSION FEASIBILITY			
	Architect (Hourly Allowance)		\$2,500	
	Civil Engineer (Hourly Allowance)		<u>\$10,000</u>	
TOTAL REQUIRED SUPPLEMENTARY SERVICES				\$409,235

Micellaneous Owners Expense \$50,000

Reimbursable Expense (Allowance) \$6,900

TOTAL COST (with Allowances) **\$691,719**

Projected Compensation for Phase 3 Design Development:

Basic Services

DESIGN DEVELOPMENT	\$50,000
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Required Supplemental Services

0.01	EXISTING DOCUMENTATION	0
0.02	SPECIAL CONSULTANTS	
	Civil Engineer	\$65,205
	Landscape Architect	\$22,550
	Irrigation Design	4,000
	Lighting Consultation	\$ 8,000
0.03	AGENCY REVIEW	
	Civil Engineer (Hourly Allowance)	0
0.04	COST ESTIMATES	
	Civil	0
	Architectural, Structural, Electrical, Plumbing	\$6,500
0.04	MODEL/PRESENTATION MATERIALS	
	Architect (Allowance)	0
0.05	MAINSTREET BRIDGE EXPANSION FEASIBILITY	
	Architect (Hourly Allowance)	0
	Civil Engineer (Hourly Allowance)	<u>0</u>

TOTAL (Basic Services and Required Supplemental Services)	\$106,255
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Miscellaneous Owners Expense Allowance (coordinated by Architect paid by Owner)

Survey	\$1,800
Geotechnical Report (Allowance)	\$6,000

<u>Reimburseables Allowance</u>	<u>\$1,380</u>
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TOTAL COST (with Allowances)	<u>\$165,435</u>
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Additional Services

For Additional Services which are not listed above but may become necessary, compensation may be determined by the following methods:

- A. Fixed Fee to be determined based on the scope of work required.
- B. Hourly per the following Hourly Fee Schedule.

Serena Sturm Architects HOURLY FEE SCHEDULE

<u>Position</u>	<u>Base Hourly Rates</u>
Principal.....	\$160.00/Hour
Project Architect	\$120.00/Hour
Architect Staff II	\$ 95.00/Hour
Project Services Coordinator.....	\$ 60.00/Hour

Reimbursable expense items such as special delivery, printing and reproduction, etc. will be invoiced in addition to the fees outlined for professional services. The costs will be invoiced at the direct cost to our office plus 15% . Itemized billings will occur on monthly intervals.

Terms and Conditions of this proposal are in accordance with the AIA B 101 Owner – Architect Agreement 2017 Edition. Upon acceptance of this proposal SSA will prepare a Contract Draft for Owner review. Drawings, specifications and other documents, including those in electronic form prepared by the Architect and the Architect's consultants are Instruments of Service owned by the Architect and are for use solely with respect to this Project. Upon execution of this agreement the Architect grants the Owner a nonexclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using and maintaining the Project.

We believe that our diverse architectural background, our collaborative team approach, our extensive experience in this scope of architectural work and our sensitive sustainable designs qualify Serena Sturm Architects, Ltd. to successfully complete the project goals. We are excited to submit this proposal and trust that it is responsive to your initial requirements for this project. We appreciate your consideration of our firm for this special project and look forward to the opportunity to work with you on it. Please call if you have any questions or require further information.

Respectfully,



Marty Serena, Principal
Serena Sturm Architects, Ltd.

ACCEPTANCE OF PROPOSAL

This proposal shall be signified by signing the endorsement below and returning one original to our office.

This proposal's acceptance may be terminated for convenience and without cause by either party upon not less than seven (7) days written notice. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed and reimbursable expenses incurred prior to termination.

By: _____ Date: _____
Mr. Peter Suhr, Director of Public Works, City of St, Charles

CC. Mayor Rogina
City Council, City of St. Charles



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.b

Title:

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

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

In September of 2019, the City Council approved an intergovernmental agreement relating to the O’Hare Noise Compatibility Commission (ONCC). This agreement terminated on December 31, 2020 and therefore needs to be renewed for another five years, through December 31, 2025 assuming St. Charles wants to continue to be associated with the ONCC.

The O’Hare Noise Compatibility Commission, 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 44 communities and 22 school districts.

Attachments *(please list):*

*Intergovernmental Agreement *City of Chicago Ordinance

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, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires 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 Members, 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 Member agree as follows:

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

The O'Hare Noise Compatibility Commission ("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-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.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"Alternate" means a Designee's substitute.

"Chicago TRACON Boundary" means the area depicted in Appendix B.

"City" means the City of Chicago. The Commissioner of Aviation or his or her Alternate (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 Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"Designee" means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” 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, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*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 Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

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

“*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 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.

"*TRACON*" means Terminal Radar Approach Control facility.

Section 3. Composition and Organization.

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, 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 municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. 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.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission 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 a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings 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 Member, 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) 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, the use of ground run-up enclosures, 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 Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight 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 Members, 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 Members, 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 Members, 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 Members, 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, which shall be consistent with the City of Chicago 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. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(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 bylaws for the conduct of its meetings consistent with the 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 Member, 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, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member 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 Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member 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 Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member 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, 2021, upon 180 days prior written notice to each Member 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. Attendance Policy

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

Section 7. 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

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members 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 Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

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

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 Member or other municipality or county. A Member 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 Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member 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 and the bylaws authorized in Section 4.A.(9) 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 and Appendix B are 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 Member, 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 February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

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 Member prior to February 28, 2021, may thereafter become a Member 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 Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member 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 Members.

Executed as of this _____ day of _____, 2020.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

_____ (Name of Member)

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 Member and municipality and county 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 Member 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 Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

its 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 Member, and all other municipalities and counties 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 Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. 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 36 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 Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, 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.



City of Chicago



O2020-6243

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/16/2020

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Amendment and five year term renewal of intergovernmental agreement among various municipalities, counties and public school districts addressing O'Hare noise issues raised within the O'Hare Noise Compatibility Commission

Committee(s) Assignment: Committee on Aviation



AVIA

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

December 16, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the renewal of an intergovernmental agreement with the O'Hare Noise Compatibility Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

A handwritten signature in black ink that reads "Lori E. Lightfoot". The signature is written in a cursive style with a large, sweeping flourish at the end.

Mayor

ORDINANCE

WHEREAS, The City of Chicago (the “City”) is a home rule municipality pursuant to Section 6 of Article VII 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 O2010-3886 adopted on September 8, 2010, and published in the Journal of such date at pages 99104-99116, as further amended by Ordinance Number O2010-6949 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 O2015-7370 adopted on November 18, 2015; and published in the Journal of such date at pages 13604-13617; (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 amend the Agreement and extend the term for five additional years; 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 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 7.H. of the Amended Agreement.

SECTION 3. The Commissioner shall provide notice of the amendments to the Agreement proposed by this ordinance to each Member of the O'Hare Commission as provided in Section 7.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.

INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires 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 Members, 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 Member agree as follows:

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

The O'Hare Noise Compatibility Commission ("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-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.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"Alternate" means a Designee's substitute.

"Chicago TRACON Boundary" means the area depicted in Appendix B.

"City" means the City of Chicago. The Commissioner of Aviation or his or her Alternate (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 Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"Designee" means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” 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, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*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 Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

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

“*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 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.

"*TRACON*" means Terminal Radar Approach Control facility.

Section 3. Composition and Organization.

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, 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 municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. 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.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission 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 a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings 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 Member, 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) 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, the use of ground run-up enclosures, 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 Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight 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 Members, 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 Members, 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 Members, 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 Members, 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, which shall be consistent with the City of Chicago 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. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(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 bylaws for the conduct of its meetings consistent with the 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 Member, 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, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member 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 Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member 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 Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member 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, 2021, upon 180 days prior written notice to each Member 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. Attendance Policy

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

Section 7. 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

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members 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 Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

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

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 Member or other municipality or county. A Member 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 Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member 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 and the bylaws authorized in Section 4.A.(9) 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 and Appendix B are 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 Member, 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 February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

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 Member prior to February 28, 2021, may thereafter become a Member 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 Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member 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 Members.

Executed as of this _____ day of _____, 2020.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

_____ (Name of Member)

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 Member and municipality and county 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 Member 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 Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

its 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 Member, and all other municipalities and counties 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 Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. 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.

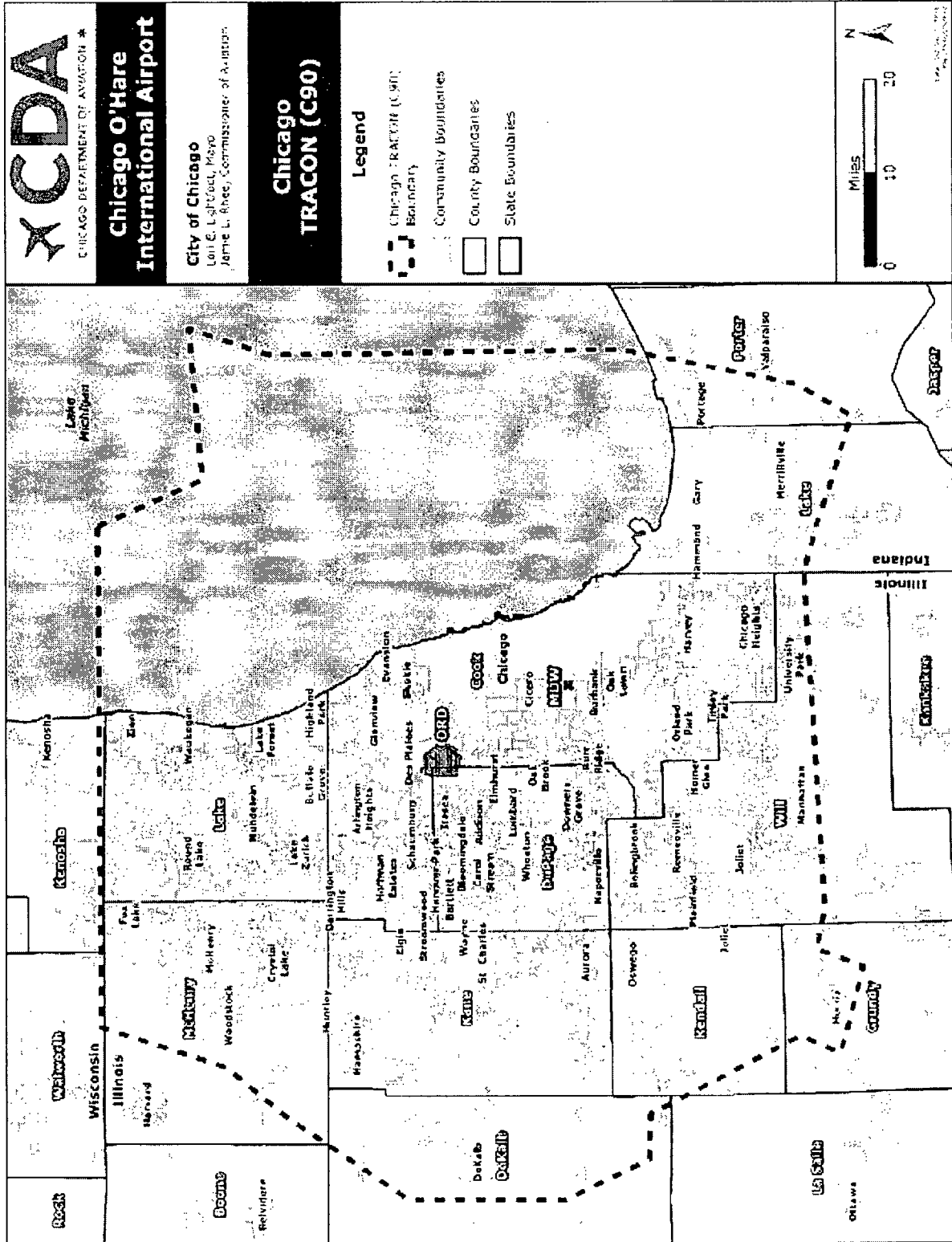
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will 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 36 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 Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, 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.

APPENDIX B





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 6.c

Title:

Recommendation to award the Bid for Substation #3 Concrete Pier Work

Presenter:

Paul Hopkins

Government Services Committee

Date: February 22, 2021

Proposed Cost: \$ 114,990

Budgeted Amount: \$ 135,000

Not Budgeted:

The Electric Substation #3 Bus Expansion project requires work within the Substation yard to install concrete piers to support the physical bus structure that has been bid, awarded, and is under construction.

The civil work has been competitively bid through Negometrix and the low responsive bidder was IHC Construction Company.

IHC Construction Companies LLC	\$ 114,990
Misfits Construction Company	\$ 131,800
Archon Construction Company	\$ 147,360

Attachments:

None

Recommendation/Suggested Action:

Recommendation to award bid for Substation #3 Concrete Pier Work to IHC Construction Company in the amount of \$ 114,990.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.d

Title:

Recommendation to Award Bid for the IL Rt. 31 and Roosevelt Sewer Main Replacement Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$ 2,363,058.50

Budgeted Amount: \$2,400,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The construction portion of the IL Rt. 31 and Roosevelt sewer trunk main replacement project is budgeted in Fiscal years 21 and 22. Currently the existing sewer main is in poor condition, undersized for growth and past its useful life. This project will replace and upsize approximately 1,550 liner feet of sanitary sewer and water main along Rt. 31 between Roosevelt and Mosedale Street. In addition, the project is proposing to replace an additional 2,200 liner feet of sewer main along Roosevelt between IL Rt. 31 and Elm Street.

On January 14th 2021, the City received 11 bids for this project. The bid results are as followed:

Martam Construction	\$ 2,363,058.50
Pan-Oceanic Engineering Co	\$ 2,392,462.25
Pirtano Construction	\$ 2,522,677.70
H. Linden & Son Sewer and Water	\$ 2,727,727.00
Acqua Contractors	\$ 2,750,000.00
DiMeo Bros Inc	\$ 2,811,795.00
A Lamp Concrete Contractors	\$ 2,859,130.75
Copenhaver Construction Inc	\$ 3,211,608.00
Bolder Contractors Inc	\$ 3,222,494.15
Performance Construction	\$ 3,260,284.00
Mauro Sewer Construction	\$ 3,297,996.00

With approval of the construction contract the project is expected to start this spring on Rte. 31. The majority of the Rte. 31 construction will be completed during the summer. The Roosevelt Road completion will be dependent on the fall weather conditions. The goal is to complete the majority of the Roosevelt Road construction by this November with some landscaping and restoration to be completed in the Spring of 2022.

Martam Construction has successfully completed several other projects within the City of St Charles. Martam was recently awarded the construction contract for the 7th Ave Creek Project. Based on the bid submittal including past performance, the project engineer of Engineering Enterprises and staff recommends awarding the contract to Martam construction contingent on Funding Approval in the FY 21/22 Budget.

Attachments (please list):

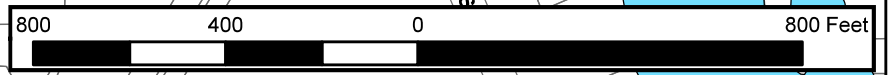
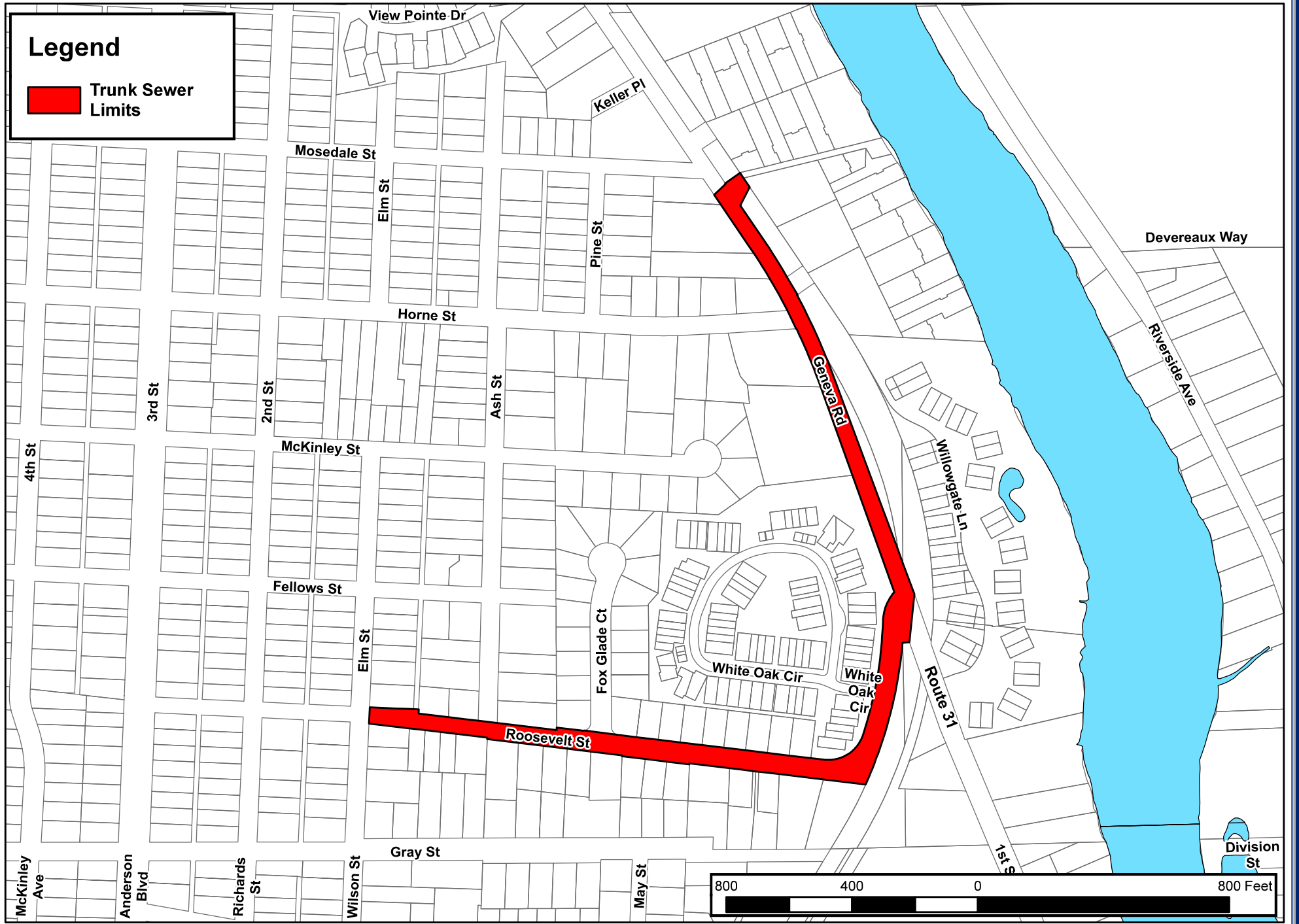
- * Proposed Project Map

Recommendation/Suggested Action (briefly explain):

Recommendation to award bid to Martam Construction for the IL Rt. 31 and Roosevelt Sewer Main Construction for \$2,363,058.50, contingent on Funding Approval in the FY 21/22 Budget.

Legend

 Trunk Sewer Limits



Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60154
(630) 466-6700
www.eeiweb.com

City of St. Charles
2 East Main Street
St. Charles, IL 60174
(630) 377-4400

DATE:	November 2019
PROJECT NO.:	SR1911
BY:	MJT
PATH:	H:\GIS\Projects\Sanitary\SR1911\SR1911_01\Draw_Lines.dwg
FILE:	SR1911_RT 31 Trunk Sewer

**ROUTE 31 & ROOSEVELT ST
TRUNK SEWER MAIN
REPLACEMENT**

ATTACHMENT D





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.e

Title:

Recommendation to Approve Professional Service Agreement for the IL Rt. 31 & Roosevelt Sewer Main Replacement Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$345,001

Budgeted Amount: \$350,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

City staff followed a two-step process for Engineering Procurement based on the qualification's selection. The first step of this process is to issue a Request for Qualifications (RFQ). On October 21, 2019, the City received eight (8) RFQ submissions. City staff evaluated the RFQ submittals and ranked the firms based on the standard criteria. The second step of the process is negotiating the contract and scope of work. The City started the negotiating phase on November 1, 2019. As a result of this selection process Engineering Enterprises Inc. was selected for the design portion of the project.

The construction oversight portion of the IL Rte. 31 and Roosevelt sewer trunk main replacement project would be a continuation of the design services. Currently the existing sewer main has been bid and construction start is expected this spring. This project will replace and upsize approximately 1,550 liner feet of clay sanitary sewer main along Rte. 31 between Roosevelt and Mosedale Street. In addition, the project is proposing to replace an additional 2,200 liner feet along Roosevelt between IL Rte. 31 and Elm Street.

The project contract will include engineering oversight, permitting, construction layout, record drawings and documentation.

As a result of this process, staff selected and negotiated fees with Engineering Enterprises Inc. The engineering fees associated with this project are based on cumulative hourly rates not to exceed the total project cost. Based on the complexity and size of the project, the proposal rates provided are comparable to several other Environmental Services projects.

Attachments *(please list):*

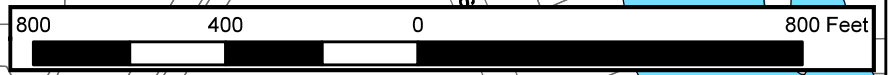
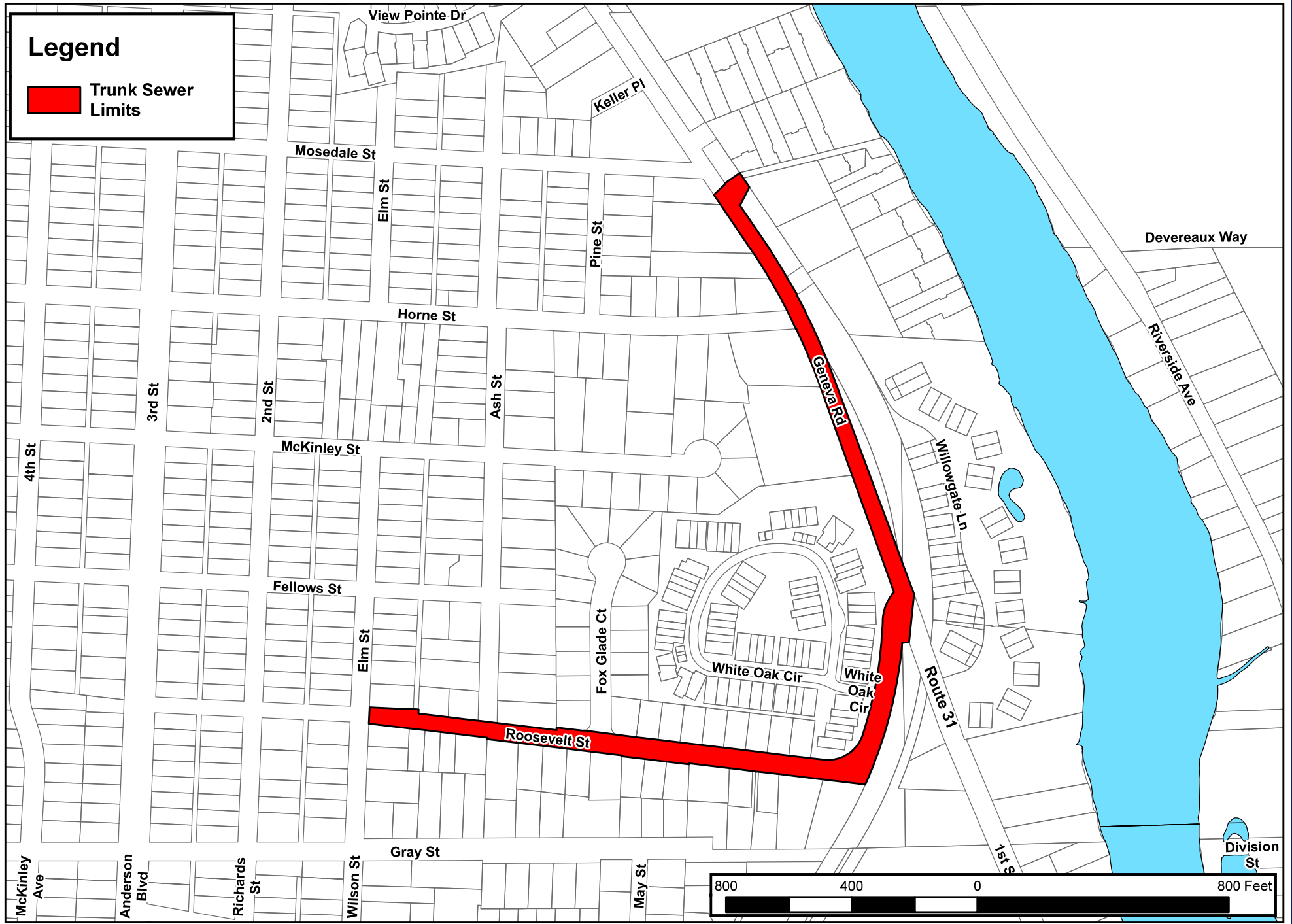
* Proposed Project Map * RFQ Results

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Professional Services Agreement for the IL Rt. 31 and Roosevelt Sewer Main Design to Engineering Enterprises Inc. for \$345,001, contingent on Funding Approval in the FY 21/22 Budget.

Legend

 Trunk Sewer Limits



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60154
 (630) 466-6700
 www.eeiweb.com

City of St. Charles
 2 East Main Street
 St. Charles, IL 60174
 (630) 377-4400

DATE:	November 2019
PROJECT NO.:	SR1911
BY:	MJT
PATH:	H:\GIS\Projects\Sanitary\Charles\2019\SR1911\Drawings\Title.dwg
FILE:	SR1911_RT 31 Trunk Sewer

**ROUTE 31 & ROOSEVELT ST
 TRUNK SEWER MAIN
 REPLACEMENT**

ATTACHMENT D





Final RFQ Evaluation

RFQ & Proposal: Design, Bid, and Construction Engineering:

IL Rte. 31 and Roosevelt Trunk Main

Project # 1063

Date: October 30, 2019

TO: Prospective Applicants

The Technical Evaluation Committee evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFQ. The City will be moving forward with Step #2 of the RFQ. At this time the negotiation will commence with Engineering Enterprises.

We want to thank you for your submittal and your interest in this engagement, and we look forward to your future participation in future RFQs for similar engagements.

Should you have any questions about this matter, please feel free to contact Tim Wilson.

iii) QBS Step 2 – Negotiating a Contract

1. The City selects the most qualified firm and negotiations begin.
2. If the proposed fee is fair and reasonable, a contract is awarded. In determining fair and reasonable cost, scope, complexity, professional nature, and estimated value of services should be considered.
3. If an agreement cannot be reached with the top-ranked firm, negotiations are terminated and the process begins with the next-most-qualified firm. This process continues until an agreement is reached.

Submittal Evaluation

Submitting Firm	Max Points 500
Engineering Enterprises	415
Ciorba Group Inc.	395.5
Trotter and Associates	392
Baxter and Woodman	355
Fehr Graham	339.5
Stanley Consultants	338
Burns & McDonnell	338
IMEG Corp.	239



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.f

Title:

Recommendation to Award Bid for the South Tyler Road and Production Drive Water Main Replacement Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$ 1,163,132.30

Budgeted Amount: \$1,170,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The construction portion of the South Tyler Road and Production water main replacement project is budgeted in Fiscal years 21 and 22. Currently the existing water main is in poor condition, and frequently breaks causing service outages for the local businesses. This project will replace 1,200 liner feet of water main along South Tyler Road between Rte.64 and Production Drive. In addition, the project is proposing to replace an additional 2,305 liner feet along Production Drive between South Tyler Road and Industrial Drive.

On January 28th 2021, the City received 7 bids for this project. The bid results are as followed:

Pirtano Construction	\$ 1,163,132.30
H. Linden & Son Sewer and Water	\$ 1,316,910.00
Martam Construction	\$ 1,326,159.00
Archon Construction Company	\$ 1,412,042.00
Performance Construction	\$ 1,428,981.00
Acqua Contractors	\$ 1,450,000.00
Mauro Sewer Construction	\$ 1,899,968.00

With approval of the construction contract the project is expected to start this spring. All of the water main construction will be completed by this summer. After the water main is constructed the roadway will be replaced.

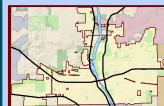
Pirtano Construction has successfully completed several other public and private utility projects within the City of St Charles. Based on the bid submittal including past performance, the project engineer of Rempe-Sharpe and staff recommends awarding the contract to Pirtano Construction contingent on Funding Approval in the FY 21/22 Budget.

Attachments (please list):

* Proposed Project Map

Recommendation/Suggested Action (briefly explain):

Recommendation to award bid to Pirtano Construction for the South Tyler Road and Production Drive Water Main Replacement Project in the amount of \$1,163,132.30 contingent on Funding Approval in the FY 21/22 Budget.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: February 18, 2021 01:25 PM



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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.g

Title:

Recommendation to Award the Bid for Sanitary Manhole Rehabilitation

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$256,668

Budgeted Amount: \$394,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Sanitary Sewer Manhole Rehabilitation Program is an ongoing Capacity, Management, Operations and Maintenance (CMOM) program to decrease the amount of inflow and infiltration. This program will repair several manholes, extending the service life of the structure within the sanitary system. The bid for manhole rehabilitation will cover the two service areas of SCO2 and WOR West Basins (see attached drainage area maps).

On Monday February 1, 2021, the City opened (2) bid proposals. The bid results received:

Duke's Root Control Inc	\$ 256,668
National Power Rodding Corp.	\$ 541,230

The majority of proposed work this year is manhole lining. This process is a cost-effective way to reduce rain water infiltration without removing the entire manhole. Duke's Root Control has purchased RMS Utility Services this past year. Duke's Root control has been the successful contractor in other City-wide sanitary sewer programs including the root program.

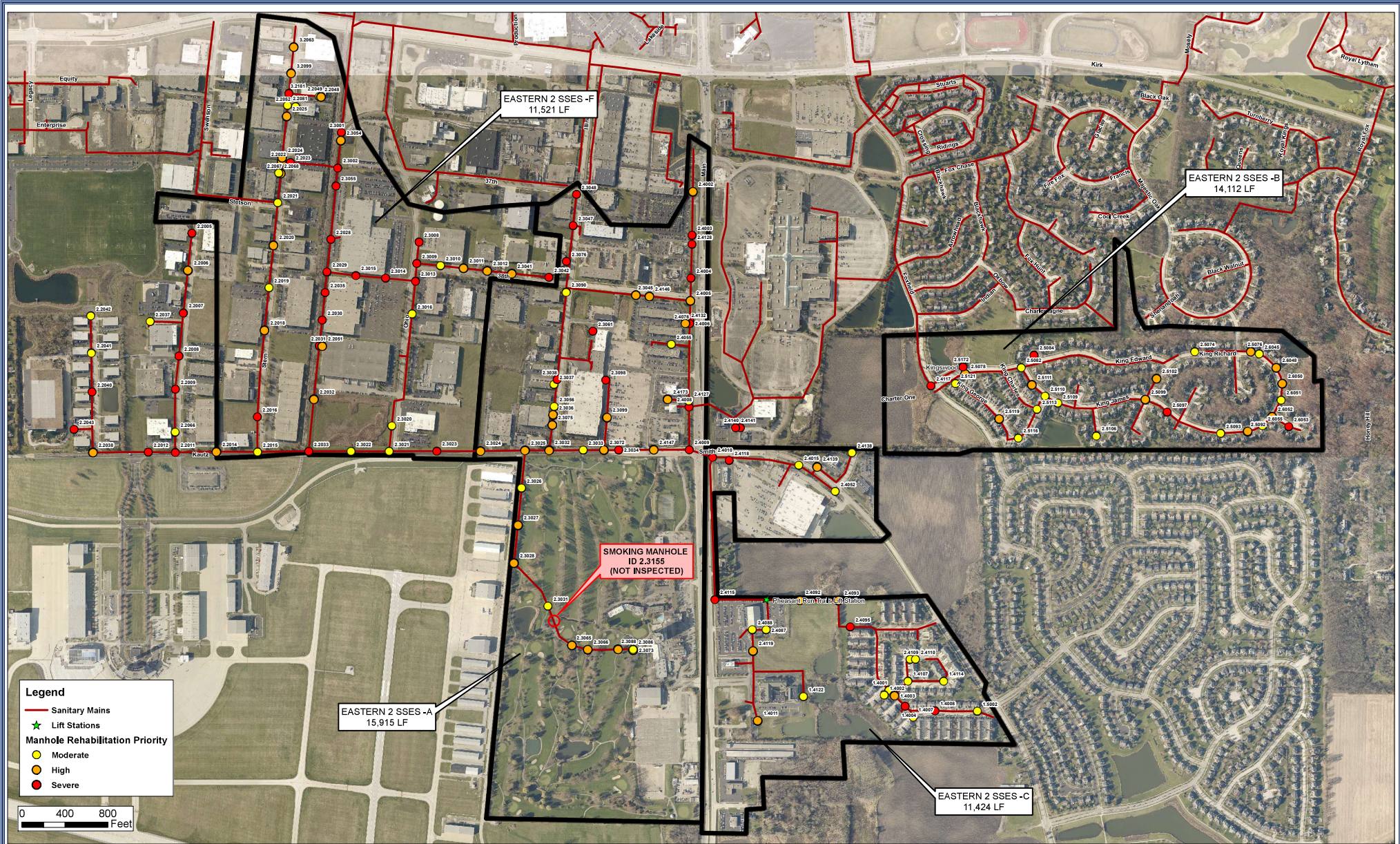
Based on Duke's past success in St Charles due to having the proper manhole lining team on staff, Duke's Root Control meets all the required reference checks and product specifications of the minimum bid requirements. The engineering team of Engineering Enterprises Inc. (EEI) and City staff recommends awarding the bid Duke's Root Control.

Attachments (please list):

* Area Location Maps

Recommendation/Suggested Action (briefly explain):

Recommendation to award the bid to Duke's Root Control for 2021 Manhole Rehabilitation in an amount of \$256,668.



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com

City of St. Charles
 2 East Main Street
 St. Charles, IL 60174
 (630) 377-4400

NO	DATE: 11/2/2020
	PROJECT NO.: SR1902
	BY: MJT
	PATH: <small>©2020 Public Street Center 2019101102201102_OverallManholeRehabilitationAerialMap.mxd</small>
	FILE: SR1902_Overall Manhole Rehabilitation Aerial Map

2020 MANHOLE REHABILITATION

OVERALL MANHOLE REHABILITATION AERIAL MAP





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.h

Title:

Recommendation to Approve Resolution Authorizing Application to Kane County Riverboat Grant Program

Presenter:

Ken Jay

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: n/a

Budgeted Amount: \$350,000

Not Budgeted:

Each year Kane County offers grant programs to help improve the quality of life within Kane County. The City of St. Charles successfully received funding in the past from the Kane County Riverboat Grant Program to assist with the completion of the Bob Leonard Riverwalk Project, Municipal Center Parking Lot, the 7th Avenue Creek Watershed Plan, the 7th Avenue Culvert Repairs and most recently the design engineering and construction of Phase 1 of the 7th Avenue Creek Project. Staff is proposing to apply for the Kane County Riverboat Grant funding toward construction of storm sewer improvements related to the State Street Creek Master Plan.

The City will be applying for funds toward the costs associated with the construction of a 48-inch diameter storm sewer, to be installed along Walnut Street, between 17th Street and 19th Street. The total amount proposed in the budget for FY21/22 is \$350,000. These specific improvements are being prioritized at this time, as they align with a planned water main replacement in the same location.

The 2021 grant application will be requesting an amount of \$100,000 for this project, which is the maximum request allowable under this grant. Any grant funding received will reduce the City's share of the construction project. As part of the application submittal to the County, approval of the attached resolution is required. Staff requests that the City Council approve the resolution to authorize the application of the grant and to allow staff to execute all documents upon receipt of grant monies.

Attachments *(please list):*

* Resolution Authorizing Application to Kane County Riverboat Grant Program

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Resolution Authorizing Application to Kane County Riverboat Grant and that the City Administrator be authorized to execute all necessary documents for construction of storm sewer improvements related to the State Street Creek Master Plan.

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing Application for Kane County Development
Funds and Execution of all Necessary Documents for the State Street
Creek Project**

**Presented & Passed by the
City Council on _____**

WHEREAS, the City of St. Charles has determined that it is in its best interests to apply for Kane County Riverboat Funds for the State Street Creek Project, and;

WHEREAS, said project will include the construction of storm sewer improvements for the State Street Creek, and;

WHEREAS, the Kane County Board must approve said application and will require the City of St. Charles to execute a Funding Agreement and other necessary documents upon approval.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That Mark Koenen, City Administrator, is hereby authorized to execute an application for Kane County Riverboat Funds, a Funding Agreement and other necessary documents upon approval of the application by the Kane County Board, and any requests for payment and documentation required to be submitted by the City of St. Charles to Kane County requesting the dispersal of funds.

SECTION TWO: That any changes to the above-stated project description must be approved by the City of St. Charles.

SECTION THREE: This Resolution shall be in full force and effect upon its passage and approval.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2021.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2021.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2021.

Resolution No. _____

Page 2

Ray P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: *6.i

Title:

Recommendation to Waive the Formal Bid Procedure and Authorize a Purchase Order to Bluff City Materials

Presenter:

AJ Reineking, Public Works Manager

Meeting: Government Services Committee

Date: February 22, 2021

Proposed Cost: \$40,000

Budgeted Amount: \$40,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Bluff City Materials is the nearest Clean Construction Debris Disposal (CCDD) site to the City of St. Charles. CCDD operations are permitted and regulated by the State of Illinois and require considerable oversight by operators to ensure that only allowable CCDD materials are accepted. As such, the City has limited options for disposing of spoils from underground digging operations. The next nearest non-Bluff City Materials site that staff is aware of is outside of Rockford, and trucking costs to that site make the alternative cost prohibitive.

The requested amount will cover tipping fees for the fiscal year.

Attachments *(please list):*

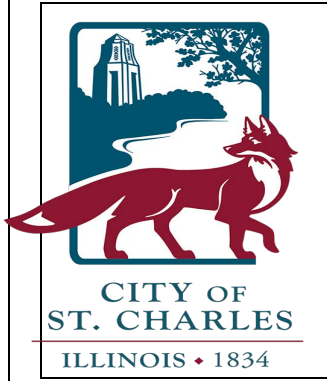
* Bid Waiver

Recommendation/Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and authorize a purchase order to Bluff City Materials in the amount of \$40,000 for Clean Construction Debris Disposal.

BID WAIVER

One Time Today through _____



Description:

Requested Vendor:

Requested by:

Date: February 22, 2021

Approvals: _____

Department Head

Procurement

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$ _____ for this one time order, and/or
\$ _____ for a 12 month period.

2. This good/service has been competitively solicited within the past 24 months. Yes No
If yes: Was the solicitation published on the city website? Yes No

3. Justification for Bid Waiver

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and, based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warranted item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programing** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

Other: