



# CITY OF WOOD DALE

**NEXT ORDINANCE NUMBER: O-21- 005**

**NEXT RESOLUTION NUMBER: R-21- 06**

## **PUBLIC NOTICE OF CITY COUNCIL MEETING**

**In accordance with the Governor's Executive Orders, the Illinois Department of Public Health (IDPH) Regulations and the Centers for Disease Control (CDC) Guidance, the City has determined that in-person Meetings or Meetings conducted under the purview of the Open Meetings Act is not practical or prudent; therefore, remote participation is permitted.**

**Accordingly, City Hall will be closed to the public, except for essential services.**

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, FEBRUARY 18, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA  
CITY OF WOOD DALE, ILLINOIS  
REGULAR CITY COUNCIL MEETING  
FEBRUARY 18, 2021

**I. CALL TO ORDER**

**II. ROLL CALL**

**Mayor Pulice**

**Alderman Catalano**

**Alderman Jakab**

**Alderman Messina**

**Alderman Sorrentino**

**Alderman Susmarski**

**Alderman Eugene Wesley**

**Alderman Roy Wesley**

**Alderman Woods**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MINUTES**

A. February 4, 2021 Regular City Council Meeting Minutes

**V. COMMUNICATIONS AND PETITIONS**

*Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.*

**A. Citizens To Be Heard - During the COVID-19 Pandemic, anyone wishing to participate in the public meeting of the City Council may do so from another location, as City Hall is closed to the Public, to ensure the safety of the public and Staff, by Zoom Teleconferencing. The Dial-In Number for the meetings will be 1-312-626-6799 and the Meeting ID will be 897 8837 9131. Anyone wishing to provide comment on a topic or Agenda Item may address the City Council by sending an email to the City at [PublicComment@wooddale.com](mailto:PublicComment@wooddale.com) by 4:00 p.m. the day of the Meeting. Your comment or question will be read during the Public Comment portion of the Agenda.**

B. Written Communiques of Citizens to Be Heard

**VI. MAYOR'S REPORT**

- i. Appointment Of Lynn Curiale to Fill the Vacancy for the Unexpired Term of Clerk Siebert, through April 2023

**VII. CITY MANAGER'S REPORT**

**VIII. CONSENT AGENDA**

A. Omnibus Vote

- i. Approval of the Replacement of Squad #404, #405 & #408 in an Amount Not to Exceed \$104,157 from Currie Motors
- ii. Approval of the Replacement of Investigative Vehicle #416 in an Amount Not to Exceed \$26,600 from Elmhurst KIA
- iii. Approval of the Replacement of Public Works Vehicle #210-115 in an Amount Not to Exceed \$45,920 through the Suburban Purchasing Cooperative
- iv. Approval of the Replacement of Public Works Vehicle #512-087 in an Amount Not to Exceed \$45,920 through the Suburban Purchasing Cooperative

**IX. COMMITTEE CHAIRMAN REPORTS**

A. Planning, Zoning And Building Committee

B. Public Health, Safety, Judiciary And Ethics Committee

C. Public Works Committee

- i. A Resolution for Construction on State Highway Maintained Under the Jurisdiction of the Illinois Department of Transportation

D. Finance And Administration Committee

- i. A Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission

**X. OTHER BUSINESS**

- A. Airport Noise Report
- B. Stormwater Commission Report

**XI. APPROVAL OF LIST OF BILLS**

- i. List of Bills for February 18, 2021 - \$827,235.92

**XII. EXECUTIVE SESSION**

**XIII. ITEMS TO BE REFERRED**

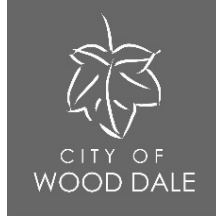
**XIV. ITEMS FOR INFORMATION ONLY**

**XV. ADJOURNMENT**

**POSTED IN CITY HALL ON FEBRUARY 12, 2021 AT 4:00 PM**

Lynn Curiale, City Clerk

BY: MAURA MONTALVO, CITY DEPUTY CLERK



# CITY OF WOOD DALE

404 North Wood Dale Rd. • Wood Dale, Illinois • 60191

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## MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS

By Remote Participation due to the COVID-19 Pandemic and in Accordance with the  
Governor's Executive Order 2020-10  
February 4, 2021

- I. CALL TO ORDER REGULAR CITY COUNCIL MEETING (via Zoom teleconference) in accordance Governor Pritzker's Executive Order regarding COVID-19:  
Mayor Nunzio Pulice, in accordance with the Meeting Notice for a Zoom Teleconference Meeting, called the Regular City Council Meeting to Order at 7:30 p.m. Pursuant to the updated Illinois Attorney General Guidance to Public Bodies on the Open Meetings Act during the COVID-19 Pandemic, dated July 2, 2020, Aldermen and Elected Officials of the City of Wood Dale may participate in Public Meetings of the City without being physically present, in compliance with the established conditions.

- II. ROLL CALL  
Upon roll call, the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Absent: Alderman R. Wesley

Also Present: Mayor Pulice, City Clerk Curiale, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, Legal Counsel Bond, Finance Director Wilson, Public Works Director Lange, AICP/CD Director Cage, Management Analysis Kate Buggy

Whereupon the Mayor declared a quorum present.

- III. PLEDGE OF ALLEGIANCE

- IV. APPROVAL OF MINUTES  
Alderman E. Wesley made a motion, seconded by Alderman Susmarski, to approve the Regular City Council Minutes of January 21, 2021. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS

i. Citizens to be Heard

None

ii. Written Communiqués of Citizens to Be Heard

- a. June Hanna sent a letter thanking both the Police and Fire Departments who put their lives on the line to protect our citizens for their efforts enhancing Wood Dale and protecting its Residents and for helping her last week.
- b. Kathleen Donofrio sent a letter thanking the Police and Fire Departments and Elected Officials for assisting her family with a sendoff parade for her, and thankful for the wonderful community. She was deployed CPT, US Army.

VI. MAYOR'S REPORT

None

VII. CITY MANAGER'S REPORT

City Manager Mermuys reported:

- i. The Wood Dale City Hall will be opening as a warming center this weekend and into next week. A reverse 9-1-1 will be issued.
- ii. The Budget Meeting at Committee is going to be February 25, 2021, and pending continued positive data on the COVID-19 situation from DuPage County, the Budget Meeting could be held in person.

VIII. CONSENT AGENDA

A. Omnibus Vote

- i. *A Resolution Authorizing an Agreement between the City of Wood Dale and HR Green for Professional Services for the Veteran's Memorial Landscaping Project in an Amount Not to Exceed \$30,000*
- ii. *A Resolution Authorizing an Agreement between the City of Wood Dale and LRS CleanSweep, Inc. for the Citywide Street Sweeping Program (3-Years) in an Amount Not to Exceed \$180,000*
- iii. *A Resolution Authorizing Change Order No. 2 to the Professional Services Agreement Between the City of Wood Dale and Baxter & Woodman for the FY 2021/2022 Capital Road Program in the Amount of \$39,500*

The Mayor questioned if there were any objections to the Consent Agenda of Items 1 through 3. Hearing none and on a motion by Alderman E. Wesley, seconded by Alderman Susmarski, to approve the Consent Agenda, as presented. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Absent: Alderman Jakab temporarily out at 7:39 pm, reentered after roll call at 7:41 pm

Whereupon the Mayor declared the motion carried, approving the following items:

- i. *A Resolution Authorizing an Agreement between the City of Wood Dale and HR Green for Professional Services for the Veteran's Memorial Landscaping Project in an Amount Not to Exceed \$30,000*
- ii. *A Resolution Authorizing an Agreement between the City of Wood Dale and LRS CleanSweep, Inc. for the Citywide Street Sweeping Program (3-Years) in an Amount Not to Exceed \$180,000*
- iii. *A Resolution Authorizing Change Order No. 2 to the Professional Services Agreement Between the City of Wood Dale and Baxter & Woodman for the FY 2021/2022 Capital Road Program in the Amount of \$39,500*

On a motion by Alderman E. Wesley, seconded by Alderman Susmarski, to approve the individual Items on the Consent Agenda, including Items 1 through 3. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

#### IX. COMMITTEE CHAIR REPORTS

##### A. **Planning, Zoning and Building Committee**

No report

##### B. **Public Health, Safety, Judiciary and Ethics Committee**

No report

##### C. **Public Works Committee**

No report

##### D. **Finance and Administration Committee**

- i. *An Ordinance Adjusting the City of Wood Dale Master Fee Schedule*

On a motion by Alderman Woods, seconded by Alderman Susmarski, to approve *The Fee Schedule As Presented with Two (2) Changes: 1) Ordinance, Section 4, Effective Date August 1, 2021 and 2) Add \$5.00 to Section 7.821A Of Fixed Costs As Presented on the Schedule*

Director Wilson presented information showing the drop in water consumption over the past few years has resulted in revenue that has not been enough to cover the debt service payments for the Treatment Plant and to properly sustain the System, thus there is a need for the rates to be increased, which has not occurred for a number of years.

Alderman E. Wesley added this is to pay back the loan for the Treatment Plant.

Alderman Messina inquired raising the rate as step increases to try to minimize the impact on Residents because of Covid-19.

After further discussion, Mayor Pulice stated a Motion had already been made, unless the Motioner wanted to change it. Alderman Woods declined changing the Motion.

Mayor Pulice and Alderman Woods reiterated that history and modeling show the rates need to be raised as the consumption usage has gone down over the years, otherwise some water projects need to be pushed back or eliminated. The rates can be revisited later and re-evaluated.

Alderman Catalano inquired how much money would be saved if some of the projects were rolled back such as Backyard 50/50, Skunk Removal, Generator, Rain Barrel, the streetlights, Apron Parkway, Senior Cutting Grass, and the Façade Program.

Mayor Pulice responded around \$150,000 and Director Wilson went over the budgeted amounts, explaining none of these Projects are part of the Water Fund.

Mayor Pulice, Aldermen Woods, Sorrentino and E. Wesley emphasized that it has come to the point that a decision has to be made, a rate increase has been delayed for years, the water and storm water projects need to be completed, and money must be set aside for water maintenance issues and to do necessary work on the other Treatment Plant.

Alderman Jakab asked for information and status on some of the water projects and about halting the rates in August if the Pandemic takes a downturn. Director Wilson gave an update on the water projects and responded rates could be halted if it went back on the Agenda and there are 5 votes, but the downside is continuing the cycle of the past 5-6 years.

Alderman Messina asked for information on how much is in arrears from the past 3 years in overdue accounts verses how much has been collected.

Attorney Bond explained the City is working closely with the Clerk's Office and the Finance Department and notices are being sent out promptly, installment payment arrangements have been made for some delinquent Account Holders. The actual water usage and sewer charges are collected in full, the bulk of the rest of the delinquency is interest and late charges that are compound each month.

Mayor Pulice asked Director Wilson show how much is water and sewage verses late charges, interest and the cost of collecting.

Director Wilson will put the information together.

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Sorrentino, Susmarski, E. Wesley and Woods

Nays: Aldermen Catalano, Jakab and Messina

Whereupon the Mayor declared the motion carried.

X. OTHER BUSINESSA. **Airport Noise Committee**

No report

B. **Stormwater Commission Report:**

No report

XI. APPROVAL OF LIST OF BILLS: February 4, 2021 - - \$1,161,512.65

On a motion by Alderman Woods, seconded by Alderman E. Wesley, to approve the February 4, 2021 payment of the List of Bills, for the total amount of **\$1,161,512.65** for the following:

• General Fund	\$	193,932.37
• Road & Bridge Fund	\$	396.09
• Motor Fuel Tax Fund	\$	3,726.96
• Tourism Fund	\$	-
• Narcotics Fund	\$	1,400.00
• TIF District #1		300,000.00
• TIF District #2	\$	-
• Capital Projects Fund	\$	244,851.12
• Land Acquisition Fund	\$	-
• Commuter Parking Lot Fund	\$	1,545.99
• Sanitation Fund	\$	139,810.29
• Water & Sewer Fund	\$	275,849.83
• CERF	\$	-
• Special Service Area Fund	\$	-
<b>Total of all Funds:</b>	<b>\$</b>	<b>1,161,512.65</b>
<b>Total Number of Checks:</b>		<b>56</b>

When the question was put a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XII. EXECUTIVE SESSION

On a motion by Alderman Susmarski, seconded by Alderman Sorrentino, to adjourn the Regular Meeting of February 4, 2021 to go to Executive Session to discuss Land Acquisition [Pursuant to 5ILCS120/2(c)(5)]. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

XIII. ITEMS TO BE REFERRED

None



XIV. ITEMS FOR INFORMATION ONLY

None

XV. ADJOURNMENT

On a motion by Alderman Susmarski, seconded by Alderman Sorrentino, to adjourn the Regular Meeting of February 4, 2021 to go to Executive Session to discuss Land Acquisition [Pursuant to 5ILCS120/2(c)(5)]. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and  
Woods

Nays: None

Whereupon the Mayor declared the meeting adjourned at 8:24 p.m.

*Minutes Taken by City Clerk Lynn Curiale  
Reviewed by Legal Counsel Patrick Bond*



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:  
Subject:  
Staff Contact:  
Department:

February 18, 2021  
Squad Car Replacement  
Greg Vesta, Chief of Police  
Police

**TITLE:** Approval of the Replacement of Squad #404, #405 & #408 in an Amount Not to Exceed \$104,157 from Currie Motors

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

There are no follow-up items from committee meeting.

Committee Vote – 6 - 0

### **DOCUMENTS ATTACHED**

✓ None



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:  
Subject:  
Staff Contact:  
Department:

February 18, 2021  
Investigative Vehicle Replacement  
Greg Vesta, Chief of Police  
Police

**TITLE:** Approval of the Replacement of Investigative Vehicle #416 in an Amount Not to Exceed \$26,600 from Elmhurst KIA

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

There are no follow-up items from committee meeting.

Committee Vote – 6-0

### **DOCUMENTS ATTACHED**

✓ None



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:	February 11, 2021
Subject:	Public Works Vehicle Purchase
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

**TITLE:** Approval of the Replacement of Public Works Vehicle #210-115 in an Amount Not to Exceed \$45,920 through the Suburban Purchasing Cooperative

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

There are no follow-up items from committee meeting.

Committee Vote – 6-0

### **DOCUMENTS ATTACHED**

✓ None



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:	February 11, 2021
Subject:	Public Works Vehicle Replacement
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

**TITLE:** Approval of the Replacement of Public Works Vehicle #512-087 in an Amount Not to Exceed \$45,920 through the Suburban Purchasing Cooperative

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

There are no follow-up items from committee meeting.

Committee Vote – 6-0

### **DOCUMENTS ATTACHED**

✓ None



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:	February 18, 2021
Subject:	IDOT Maintenance Resolution
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

**TITLE:** A Resolution for Construction on State Highway Maintained Under the Jurisdiction of the Illinois Department of Transportation

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Staff Recommends a Resolution for Construction on State Highway.

### **BACKGROUND:**

The Public Works Department is sometimes required to perform emergency repairs on City-owned infrastructure such as water and sewer mains located on highways under the jurisdiction of the Illinois Department of Transportation. Under Illinois law, any construction activities including emergency repairs taking place on state highways requires a permit from IDOT. In order to expedite the approval process, IDOT allows municipalities to pass a resolution covering a two-year period in lieu of a surety bond as part of the application process. Each repair still requires an individual permit application, however verbal authority may be granted prior to submittal of written application. Contractors hired by the City to perform work on State right-of-way are still required to go through the normal permitting process.

### **ANALYSIS:**

There is no direct cost related to the adoption of this resolution. Work done on State highways will be in accordance with normal Public Works Department operating procedures as well as IDOT standard specifications.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ IDOT Letter

**RESOLUTION NO. R-21-06**

**A RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY MAINTAINED UNDER THE JURISDICTION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “MUNICIPALITY”) located in the County of DuPage, State of Illinois, desires to undertake in the years of 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois (hereinafter referred to as DEPARTMENT), and;

**WHEREAS**, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the DEPARTMENT, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which is to be performed under the provision of said permit.

**SECTION 2:** That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

PASSED this 18<sup>th</sup> day of February, 2021.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

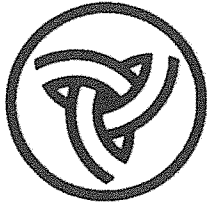
ABSENT: \_\_\_\_\_



APPROVED this **18<sup>th</sup> day of February, 2021.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## PERMITS

### RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

January 21, 2021

The Honorable Annunziato (Nunzio) Pulice  
Mayor  
City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, IL 60191

Dear Mayor Pulice:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

The Honorable Annunziato (Nunzio) Pulice  
January 21, 2021  
Page two


RE: RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator, at (847) 705-4142 if you have any question or need further assistance.

Very truly yours,

Jose Rios, P.E.  
Engineer of Operations

By:   
Thomas G. Gallenbach, P.E.  
Traffic Permit Engineer



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:	February 18, 2021
Subject:	ONCC Resolution for Extension
Staff Contact:	Jeff Mermuys, City Manager
Department:	Administration

**TITLE:** A Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission

### **RECOMMENDATION:**

Staff is recommending passage of the attached resolution.

### **BACKGROUND:**

Each of the members of the ONCC has been asked pass a resolution approving the extension.

The O'Hare Noise Compatibility Commission (ONCC) is the only organization that is dedicated to reducing aircraft noise in the communities around O'Hare International Airport. It was established in 1996, following an invitation from Chicago Mayor Richard M. Daley to suburban mayors to begin constructive dialogues on aircraft noise issues with the goal of reducing the noise. Since its founding the ONCC has grown tremendously and now includes more than 20 municipalities and more than a dozen school districts that represent 44 communities around O'Hare.

The ONCC goal is to assist in developing meaningful methods of reducing the impact of aircraft noise on our surrounding neighborhoods through home and school sound insulation, and to reduce, wherever possible, aircraft noise at its source. The ONCC looks to the future for additional ways to reduce aircraft noise. Its efforts include implementing more precise methods for keeping aircraft aligned with nighttime flight

tracks that are away from residential areas, promoting NASA's Quiet Aircraft Technology Program, and working with local governments to develop building codes that address sound insulation for newly constructed homes.

In addition, the Federal Aviation Administration has given ONCC specific responsibilities on several key aspects of aircraft noise mitigation as the O'Hare Modernization Program progresses, including continued oversight of the residential and school sound insulation programs. Wood Dale has been a member since 2006 and through our participation have received federal funding for soundproofing of Wood Dale homes.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Exhibit A
- ✓ City of Chicago Ordinance - IGA

## RESOLUTION NO. R-21-07

### **A Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission**

**WHEREAS**, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 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 of Chicago owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

**WHEREAS**, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, "Participants"); and

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

**WHEREAS**, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2020 to December 31, 2025, and

**WHEREAS**, ONCC has indicated a desire to approve the extension of the Intergovernmental Agreement; and

**WHEREAS**, the City of Wood Dale is currently a member of the O'Hare Noise Compatibility Commission; and

**WHEREAS**, the City of Chicago approved the extension of the Intergovernmental Agreement which is attached to this Resolution as "EXHIBIT A

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Wood Dale;

**SECTION 1.** That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

**SECTION 2.** That the Mayor is hereby authorized to execute, and the City Clerk attest the approval of the attached Intergovernmental Agreement relating to the O'Hare Noise Compatibility Commission.

**SECTION 3.** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED this 18<sup>th</sup> day of February 2021.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED this 18<sup>th</sup> day of February 2021.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

**Exhibit A**

**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 \_\_\_\_\_, 2021.

**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.

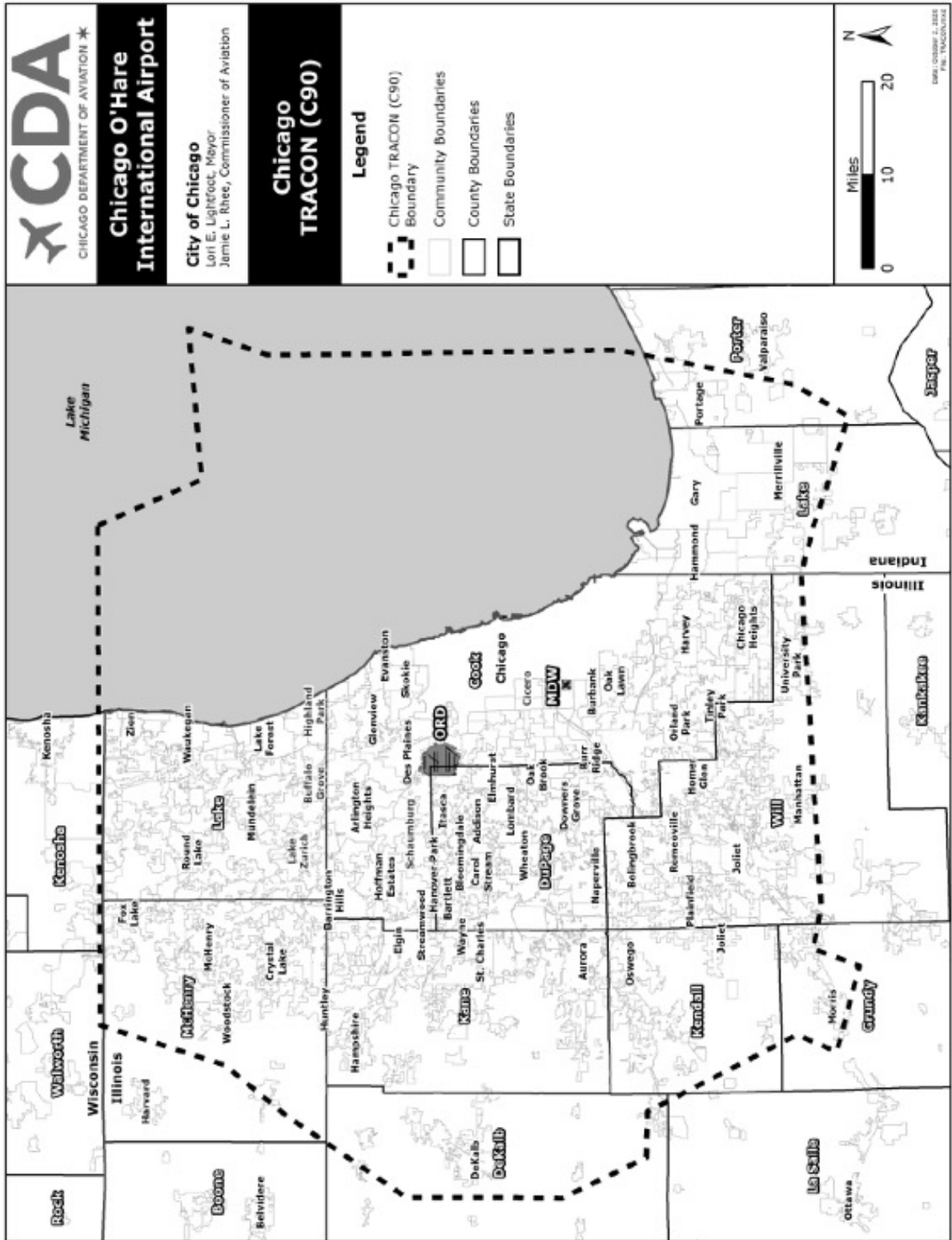
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will 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





# 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".

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.

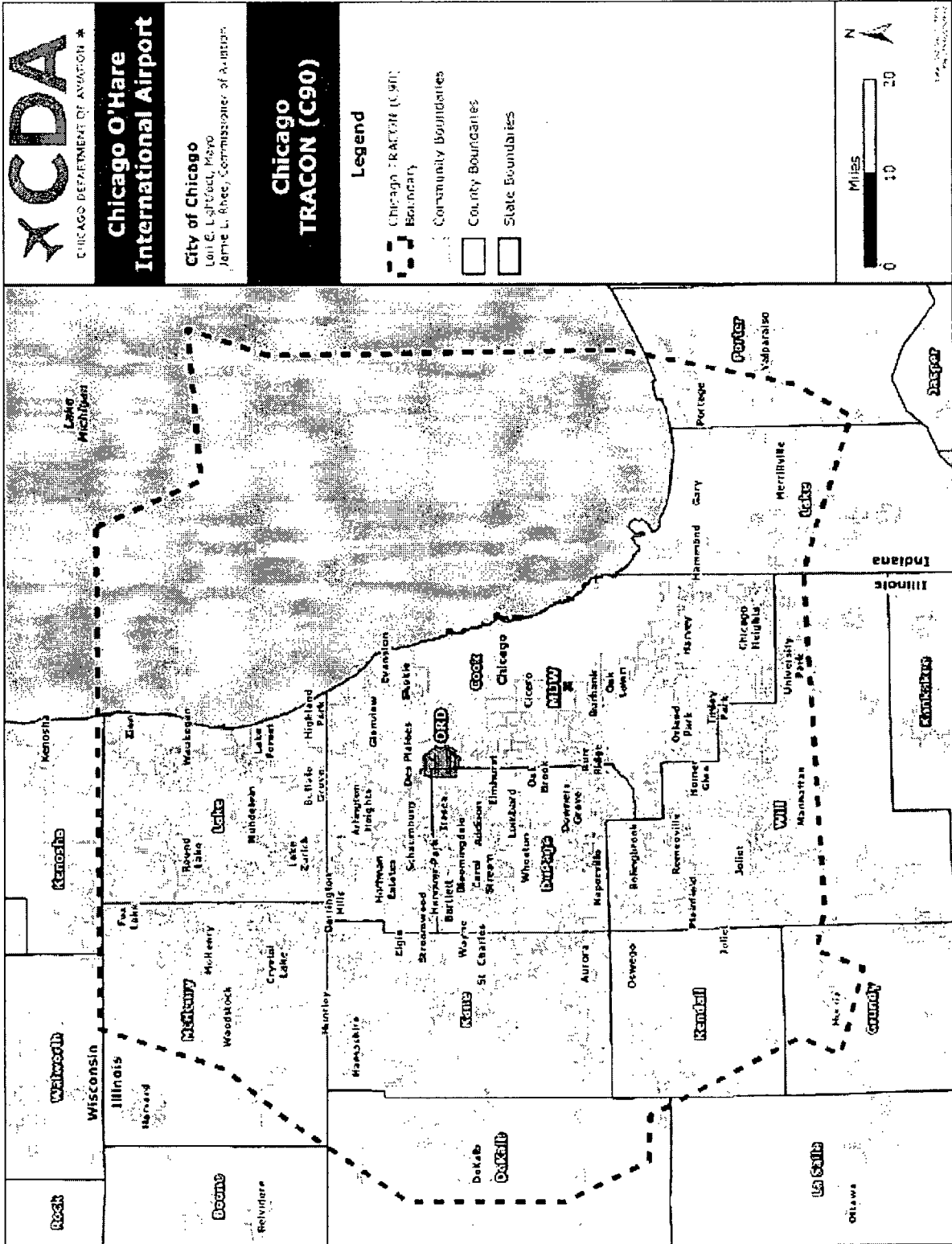
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will 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







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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: February 18, 2021  
Subject: List of Bills  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** List of Bills – 02/18/2021

### **RECOMMENDATION:**

The Finance Department recommends that the City Council approve bills for the 02/18/2021 City Council meeting in the amount of \$827,235.92.

### **BACKGROUND:**

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 258,257.51
Road & Bridge Fund	\$ 469.73
Motor Fuel Tax Fund	\$ 26,387.84
Tourism Fund	\$ 3,414.50
Narcotics Fund	\$ -
TIF District #1	\$ -
TIF District #2	\$ -
Capital Projects Fund	\$ 269,032.30
Land Acquisition Fund	\$ -
Commuter Parking Lot Fund	\$ 564.79
Sanitation Fund	\$ (154.89)
Water & Sewer Fund	\$ 229,142.89
CERF	\$ -
Special Service Area Fund	\$ 40,121.25
Total of all Funds	\$ 827,235.92

Total Number of Checks: 78

Check number range 12581-12658

Purchases are made in accordance with the City's purchasing policies and procedures manual.

*Items of interest:*

Wood Dale Dollar payments – We are issuing these check every Friday, per Council direction. The checks cut on “off weeks” are being included in the LOB for formal approval.

Amalgamated Bank (\$40,121.25.00) – SSA interest payments.

*Vehicle Purchases:*

There were no vehicle purchases on this list of bills

Committee date:

Council date:

**DOCUMENTS ATTACHED**

✓ List of Bills

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12581	Christy's Restaurant	WD Dollars Reimbursement	790.00	4	1/29/2021	10016000 49075	CS WD Dollars
			<u>790.00</u>				
12582	Domino's Pizza	WD Dollars Reimbursement	170.00	3	1/29/2021	10016000 49075	CS WD Dollars
			<u>170.00</u>				
12583	Marino Pizzeria & Italian Cafe	WD Dollars Reimbursement	4,580.00	1	1/29/2021	10016000 49075	CS WD Dollars
			<u>4,580.00</u>				
12584	Jessica Zurawski	5 Years Employee Recognition	75.00	1	12/7/2020	10011014 49041	HR Employee Recognition
			<u>75.00</u>				
12585	Ted Boufis	WD Dollars Reimbursement	560.00	3	2/5/2021	10016000 49075	CS WD Dollars
			<u>560.00</u>				
12586	Tomczak's Tap	WD Dollars Reimbursement	500.00	1	2/5/2021	10016000 49075	CS WD Dollars
			<u>500.00</u>				
12587	Al Warren Oil Co Inc	1055.2 Gals of Unleaded Gas	2,135.62	W1365310	1/22/2021	10 13001	GF Gasoline Inventory
		1273.5 Gals of Diesel, 624.9 Gals of Unleaded Gas	4,121.88	W1367316	2/2/2021	10 13001	GF Gasoline Inventory
		793 Gals of Unleaded Gas	1,623.90	W1366565	1/28/2021	10 13001	GF Gasoline Inventory
			<u>7,881.40</u>				
12588	Alex Fries	Home Generator Reimbursement- 144 Walnut Ave	206.00	1	1/4/2021	10016000 49085	CS Generator Grant Program
			<u>206.00</u>				
12589	Amalgamated Bank of Chicago	SSA#12	12,032.50	5572SSA12	2/3/2021	81 47012	SSA Interest - SSA # 12
		SSA#13	17,211.25	5573SSA13	2/3/2021	81 47013	SSA Interest - SSA # 13
		SSA#14	10,877.50	5574SSA14	2/3/2021	81 47014	SSA Interest - SSA # 14
			<u>40,121.25</u>				
12590	Ananth Vootkur	UB Refund- 137 Bristol Lane Unit 2, 21124	150.00	21124	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 137 Bristol Lane Unit 2, 21124	-50.05	21124	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 137 Bristol Lane Unit 2, 21124	-63.15	21124	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>36.80</u>				
12591	Aramark	City Mat Service	931.18	602000071147	2/3/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>931.18</u>				

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12592	Azavar Audit Solutions	Contingency Payment- Comcast Audit	292.55	152574	2/1/2021	10011015 42001	IT Telephone/Alarm Line
		Contingency Payment- Nicor Audit	28.46	152573	2/1/2021	50010000 42034	CIP Professional Services
		Contingency Payment- ComEd Audit	119.39	152353	2/1/2021	10016000 44051	CS Electric Utilities
			<u>440.40</u>				
12593	Baxter and Woodman Inc	FY21/22 Road Project	8,529.41	0219969	1/22/2021	50030000 46031	CIP Street Improvement Program
			<u>8,529.41</u>				
12594	Bezdicek	CDL Registration Renewal	61.35	01232021	1/23/2021	10015053 42090	VGM Dues And Subscriptions
			<u>61.35</u>				
12595	Chris Sheldon	UB Refund- 494 Clare Ct, 18001	150.00	18001	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 494 Clare Ct, 18001	-20.98	18001	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>129.02</u>				
12596	Christopher Burke Engineering Ltd	20200353, 389 N Maple	1,123.73	163871	2/4/2021	10 22001	GF Escrow Account
		20200303, 845 Dillon	197.72	163870	2/4/2021	10 22001	GF Escrow Account
		20200157, 463 Dunlay St	374.75	163869	2/4/2021	10 22001	GF Escrow Account
		20200023, Bryn Mawr Reconstruction	1,355.02	163874	2/4/2021	10 22001	GF Escrow Account
		20170821, 170 W Irving Park Rd	826.98	163868	2/4/2021	10 22001	GF Escrow Account
		On-Call Engineering Services	181.00	163867	2/4/2021	10012021 42034	CD Professional Services
		20210027, 548 Clayton	1,543.05	163873	2/4/2021	10 22001	GF Escrow Account
		20200718, 895 N Wood Dale Rd	480.19	163872	2/4/2021	10 22001	GF Escrow Account
		MCImetro- 1500 N Mittel Blvd	201.25	163875	2/4/2021	10012021 42034	CD Professional Services
		Crown Castle- 321 Foster Ave	161.00	163877	2/4/2021	10012021 42034	CD Professional Services
		AT&T- 165 Hansen Ct	161.00	163876	2/4/2021	10012021 42034	CD Professional Services
		Traffic Warrant Study- IL Rte 83	5,437.00	162682	12/7/2020	10012021 42034	CD Professional Services
			<u>12,042.69</u>				
12597	Cirincione	Plumbing Plan Reviews/Inspections- January 2021	1,970.00	012021	1/31/2021	10012021 42034	CD Professional Services
			<u>1,970.00</u>				
12598	City of Bloomington	IBC and IFC Assembly Spaces Training	80.00	12.11.20	12/8/2020	10012021 42089	CD Education And Training
			<u>80.00</u>				
12599	City of Saint Charles	Shooting Range Fee- FY21/22	250.00	IN8579	1/29/2021	10024041 44042	PD Ammunition/Gun Range
			<u>250.00</u>				

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION		
12600	Commonwealth Edison	269 Irving	13.53	3531026055feb21	1/26/2021	21035059 44051	MFT Electric Utilities		
		387 Preserve	51.48	1935098099feb21	2/2/2021	63005082 44051	Sewer Electric Utilities		
		152 Janis	40.48	1977013032feb21	2/2/2021	63005081 44051	Utilities Electric Utilities		
		970 Lively	5.56	1891117124feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		372 Wood Dale	1,489.93	6102069032feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		144 Commercial	16.11	6018658025feb21	1/28/2021	63005081 44051	Utilities Electric Utilities		
		SS Irving	424.79	5850739020feb21	1/28/2021	60 44051	Metra Electric Utilities		
		Sign Devon Ave	28.27	3683007037feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		411 Irving	47.93	4578064010feb21	1/27/2021	21035059 44051	MFT Electric Utilities		
		L/S Street Lights	295.17	2811168048feb21	2/2/2021	21035059 44051	MFT Electric Utilities		
		Street Lights	3,254.90	5551084019feb21	1/26/2021	21035059 44051	MFT Electric Utilities		
		WD&Irv Lights	44.13	1615028013feb21	2/3/2021	21035059 44051	MFT Electric Utilities		
		948 Edgewood	15.36	1091045118feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		121 E Irving Lights	1,499.58	2720145042feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		Clock Tower	268.71	2397133276feb21	1/28/2021	21035059 44051	MFT Electric Utilities		
		Street Lights	362.04	2003164030feb21	1/29/2021	21035059 44051	MFT Electric Utilities		
				<u>7,857.97</u>					
		12601	Compass Minerals	101.03 Tons of Bulk Highway Coarse	8,196.56	757776	2/4/2021	21035059 44083	MFT Snow & Ice Control
61.2 Tons of Bulk Highway Coarse	4,965.16			749599	1/25/2021	21035059 44083	MFT Snow & Ice Control		
60.46 Tons of Bulk Highway Coarse	4,905.12			754572	2/1/2021	21035059 44083	MFT Snow & Ice Control		
		<u>18,066.84</u>							
12602	Concentric Integration	Time and Material Support Services	458.64	0219968	1/22/2021	63005081 42001	Utilities Telephone/Alarm Line		
		SCADA Server Upgrade	2,808.00	0219970	1/22/2021	63005081 42001	Utilities Telephone/Alarm Line		
		<u>3,266.64</u>							
12603	Constellation New Energy	Street Lights	373.74	19287739301	1/27/2021	21035059 44051	MFT Electric Utilities		
		<u>373.74</u>							
12604	Daily Herald	Annual Treasurers Report	579.60	168863	1/10/2021	10013000 42005	Finance Printing		
		Grass Cutting/Street Sweeping Bid Notices	156.40	167302	1/3/2021	50010000 46056	CIP Strategic Plan		
		Grass Cutting/Street Sweeping Bid Notices	151.80	167302	1/3/2021	20035058 42110	RB Street Sweeping		
		<u>887.80</u>							
12605	Derek Lopez	UB Refund- 257 Greene Ct, 18346	150.00	18346	1/29/2021	63 22002	Water Customer Deposits		
		UB Refund- 257 Greene Ct, 18346	-6.13	18346	1/29/2021	63 14063	Water Water/Sewer Accts Receivable		
		<u>143.87</u>							
12606	Discovery Benefits, Inc	COBRA/FSA Monthly- January 2021	150.83	0001289124-IN	1/31/2021	10016000 42034	CS Professional Services		
		<u>150.83</u>							

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12607	Dorisann Fisher	UB Refund- 305 Windsor Ave, 7175	50.00	7175	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 305 Windsor Ave, 7175	-10.95	7175	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 305 Windsor Ave, 7175	<u>-11.41</u>	7175	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>27.64</u>				
12608	DuPage County Recorder	Resolution	<u>57.00</u>	R2020-162744	1/1/2021	10011011 42087	Admin Recording Fees
			<u>57.00</u>				
12609	DuPage Water Commission	City Water Purchase- January 2021	<u>156,048.06</u>	01-2300-00jan21	1/31/2021	63005081 44053	Utilities DPWC Water Purchase
			<u>156,048.06</u>				
12610	Dynergy Energy Services	Wastewater/Water Dept Electric Services- Jan 2021	4,247.81	274486821011	2/1/2021	63005081 44051	Utilities Electric Utilities
		Wastewater/Water Dept Electric Services- Jan 2021	16,333.64	274486821011	2/1/2021	63005082 44051	Sewer Electric Utilities
			<u>20,581.45</u>				
12611	EBM, Inc	Metra Station Window Cleaning- Jan 2021	<u>140.00</u>	106207	1/31/2021	60 42034	Metra Professional Services
			<u>140.00</u>				
12612	Eric Wojnicki	UB Refund- 141 Walnut Ave, 17567	150.00	17567	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 141 Walnut Ave, 17567	-12.13	17567	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 141 Walnut Ave, 17567	<u>-12.17</u>	17567	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>125.70</u>				
12613	Feral Fixers	Rabies Vaccination- 1 Cat	35.00	WP20004693	6/4/2020	10024041 42048	PD Animal Control
		Rabies Vaccination- 1 Cat	35.00	WP20008670	10/28/2020	10024041 42048	PD Animal Control
		Rabies Vaccination for 1 Cat	35.00	WP20007211	9/1/2020	10024041 42048	PD Animal Control
		Rabies Vaccination- 1 Cat	35.00	WP20008902	11/4/2020	10024041 42048	PD Animal Control
		Rabies Vaccination- 2 Cats	70.00	WP20008709	10/29/2020	10024041 42048	PD Animal Control
		Rabies Vaccination- 1 Cat	35.00	WP20007576	9/14/2020	10024041 42048	PD Animal Control
			<u>245.00</u>				
12614	FGM Architects	PD Covered Parking	<u>4,575.00</u>	20-2994.02-2	1/18/2021	50010000 46037	CIP City Hall Improvements
			<u>4,575.00</u>				
12615	Forest Awards & Engraving	4 Plaques	96.00	10875	11/18/2020	10024041 42005	PD Printing
		Nameplate Sign for Adjudication	<u>23.95</u>	11031	1/29/2021	10012021 42005	CD Printing
			<u>119.95</u>				
12616	Forward Space, LLC	Economic Incentive Payment	<u>7,468.00</u>	1	2/8/2021	10016000 49999	CS Sales Tax Rebate Program
			<u>7,468.00</u>				

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12617	FulLife Safety Center	Uniform Allowance	79.99	53908	11/3/2020	10015051 44021	PW Admin Uniforms
			<u>79.99</u>				
12618	Galls	Uniform Allowance	22.33	017432884	1/15/2021	10024041 44021	PD Uniforms
		Uniform Allowance	44.64	017432639	1/15/2021	10024041 44021	PD Uniforms
			<u>66.97</u>				
12619	Goding Electric	Hydromatic Pump Repair	2,945.00	553605	1/28/2021	63005082 42012	Sewer Maintenance - Lift Stations
			<u>2,945.00</u>				
12620	H&H Electric Co	Traffic Signal Maintenance- 428 Hiawatha Dr	346.95	36222	11/30/2020	21035059 42010	MFT Maintenance - Street Lights
		Traffic Signal Maintenance- 255 Mittel Dr	275.20	36221	11/30/2020	21035059 42010	MFT Maintenance - Street Lights
			<u>622.15</u>				
12621	Horea Hea	UB Refund- 214 Frederick Pl, 21266	150.00	21266	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 214 Frederick Pl, 21266	-2.78	21266	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>147.22</u>				
12622	HR Green	Small Cell/5G	2,700.00	140776	1/18/2021	10015051 42050	PW Admin Engineering Services
		Veterans Park Landscaping	3,314.50	140943	1/25/2021	22010000 49033	Tourism Veteran's Memorial
			<u>6,014.50</u>				
12623	Illinois Office of the State Fire Marshal	2 Boiler Certificate Fees- PD	100.00	9639748	1/14/2021	10024041 42011	PD Maintenance - Building/Grounds
			<u>100.00</u>				
12624	IPBC - Intergovernmental Personnel	Monthly Insurance Premium	140,626.40	Feb-21	1/31/2021	10011014 42061	HR Health Insurance
		Monthly Insurance Premium	12,396.00	Feb-21	1/31/2021	63005081 40111	Utilities Health Care
		Monthly Insurance Premium	20,799.73	Feb-21	1/31/2021	63005082 40111	Sewer Health Care
			<u>173,822.13</u>				
12625	Itasca Bank & Trust	01/15/21 LOC Interest Payment	12,233.99	106379150jan21	1/15/2021	50010000 46056	CIP Strategic Plan
			<u>12,233.99</u>				
12626	Jill Suski	UB Refund- 163 Carey Trail, 7055	50.00	7055	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 163 Carey Trail, 7055	-13.98	7055	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 163 Carey Trail, 7055	-11.41	7055	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>24.61</u>				

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12627	Joe Barcia	UB Refund- 170 Pine Ave, 20523	150.00	20523	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 170 Pine Ave, 20523	-78.03	20523	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 170 Pine Ave, 20523	-9.13	20523	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>62.84</u>				
12628	Johnson Controls	Replaced batteries in main alarm panel-269 IP	186.75	34978873	10/21/2020	63005082 42011	Sewer Maintenance - Building/Grounds
			<u>186.75</u>				
12629	Katarzyna Dziekanik	UB Refund- 452 E Deerpath Rd, 17896	13.45	17896	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 452 E Deerpath Rd, 17896	3.36	17896	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>16.81</u>				
12630	M & M Lock & Safe Ltd	Card reader on 2nd floor repaired-City Hall	169.00	00002522	1/19/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>169.00</u>				
12631	Magdalena Nava	UB Refund- 213 Prospect Ave, 21157	150.00	21157	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 213 Prospect Ave, 21157	-2.47	21157	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>147.53</u>				
12632	Nicor Gas	269 Irving- A	3,987.21	21347800001feb21	1/27/2021	63005082 44052	Sewer Natural Gas Utilities
		475 Arbor	47.64	03000235840feb21	1/27/2021	63005081 44052	Utilities Natural Gas Utilities
		387 Preserve	46.89	05465097177feb21	1/27/2021	63005081 44052	Utilities Natural Gas Utilities
		144 Commercial	475.25	06863454192feb21	1/27/2021	63005081 44052	Utilities Natural Gas Utilities
		331 Edgewood	46.96	77616386478feb21	1/27/2021	63005081 44052	Utilities Natural Gas Utilities
		429 Knollwood	39.20	99560406466feb21	1/25/2021	63005081 44052	Utilities Natural Gas Utilities
		256 Mittel	39.76	69653763057feb21	1/25/2021	63005082 44052	Sewer Natural Gas Utilities
		180 Brookhurst	577.91	59430900007feb21	1/26/2021	63005082 44052	Sewer Natural Gas Utilities
		150 Janis	39.15	38546902156feb21	1/25/2021	63005081 44052	Utilities Natural Gas Utilities
		388 Irving	39.12	46617400000feb21	1/25/2021	63005081 44052	Utilities Natural Gas Utilities
		Royal Oaks	317.93	28882900005feb21	2/1/2021	20035058 44052	RB Natural Gas Utilities
		277 Edgebrook	38.66	63335878946feb21	1/25/2021	63005081 44052	Utilities Natural Gas Utilities
		269 Irving	173.66	44347800003feb21	1/25/2021	63005082 44052	Sewer Natural Gas Utilities
		890 Lively	82.46	61032393516feb21	1/25/2021	63005081 44052	Utilities Natural Gas Utilities
			<u>5,951.80</u>				
12633	Northern Balance & Scale	Clean/Calibration of Balances/Scales	141.00	00123540	1/14/2021	63005082 42033	Sewer Laboratory Services
			<u>141.00</u>				
12634	P F Pettibone & Company	100 Small WD PD Patches	326.95	179894	1/30/2021	10024041 44021	PD Uniforms
			<u>326.95</u>				



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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12635	PACE SUBURBAN BUS	City Bus Services- January 2021	100.00	586963	1/22/2021	22010000 42038	Tourism Public Transportation
			<u>100.00</u>				
12636	Patterson Companies	Economic Incentive Payment	49,319.29	4	2/8/2021	10016000 49999	CS Sales Tax Rebate Program
			<u>49,319.29</u>				
12637	Ray O'Herron Co Inc	Uniform Allowance	752.96	2080675-IN	1/20/2021	10024041 44021	PD Uniforms
		Uniform Allowance	6.99	2084249-IN	2/1/2021	10024041 44021	PD Uniforms
			<u>759.95</u>				
12638	Rebmann	Electrical Inspections- July 20- Jan 21	2,345.00	070720-020321	2/4/2021	10012021 42034	CD Professional Services
			<u>2,345.00</u>				
12639	Regional Truck Equipment Co	Plow light,relay and cable	587.09	225728	2/1/2021	10035052 44017	Streets Maintenance - Vehicles
		Angle Cylinder/Fluid and Hoses	820.96	225304	1/26/2021	10035052 44017	Streets Maintenance - Vehicles
			<u>1,408.05</u>				
12640	Robinson Engineering, Ltd	Stormwater Management Certification Reviews	417.50	21010330	1/27/2021	63005081 42034	Utilities Professional Services
		Stormwater Management & On-Going Tasks	504.00	21010415	1/29/2021	10015051 42050	PW Admin Engineering Services
		Ward 2/3 Stormwater Construction Engineering	77,910.12	20110063	11/6/2020	50010000 46034	CIP Storm Sewer
		Ward 2/3 Storm Water Improvements	32,500.00	20110062	11/6/2020	50010000 46034	CIP Storm Sewer
		IEPA Project Plan	322.50	20100258	10/19/2020	63005085 46048	Water CIP Plant Maintenance
		Ward 2/3 Stormwater Construction Engineering	116,865.17	20100257	10/19/2020	50010000 46034	CIP Storm Sewer
			<u>228,519.29</u>				
12641	SAFE built	Building Inspections- December 2020	4,077.17	12312020Wooddal-1	1/1/2021	10012021 42034	CD Professional Services
			<u>4,077.17</u>				
12642	Said Yilmaz	UB Refund- 1550 Bristol Lane Unit 5, 20014	150.00	20014	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 1550 Bristol Lane Unit 5, 20014	-74.05	20014	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 1550 Bristol Lane Unit 5, 20014	-10.65	20014	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>65.30</u>				
12643	Sally Franz	Home Generator Reimbursement- 250 Welter	250.00	1	12/9/2020	10016000 49085	CS Generator Grant Program
			<u>250.00</u>				
12644	Sarah Lopez	UB Refund- 261 Montgomery Lane, 20315	159.90	20315	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>159.90</u>				

## List of Bills - February 18, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12645	Sasha Radojkovic	UB Refund- 548 Sarah Dr, 21045	150.00	21045	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 548 Sarah Dr, 21045	-12.82	21045	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 548 Sarah Dr, 21045	-15.22	21045	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>121.96</u>				
12646	SMG Security Holdings,LLC	Train Station Fire System- 2/1-4/30	83.43	96484	1/14/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>83.43</u>				
12647	Stephanie Fellerath	UB Refund- 135 Elizabeth Ct, 7588	50.00	7588	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 135 Elizabeth Ct, 7588	-20.57	7588	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
		UB Refund- 135 Elizabeth Ct, 7588	-25.11	7588	1/29/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>4.32</u>				
12648	T-Mobile	PD Iphone One-Time Charges	4,581.56	971416281	2/5/2021	10024041 42001	PD Telephone/Alarm Line
			<u>4,581.56</u>				
12649	Third Millennium Assoc Inc	Utility Billing- January 2021	1,596.21	25801	1/28/2021	63005081 42032	Utilities Data Processing Service
		Green Pay Server Fee- January 2021	783.60	25811	1/31/2021	63005081 42032	Utilities Data Processing Service
			<u>2,379.81</u>				
12650	Thompson Elevator Inspection Service	Semi Annual Code Inspection- City Hall	85.00	21-0316	1/29/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>85.00</u>				
12651	Toscas Law Group	Railroad Crossing Violations- 01/26/21	450.00	01262021	1/27/2021	10024041 42034	PD Professional Services
		Tow/Seizure Violations & Truancy Cases- 01/26/21	575.00	012620212	1/27/2021	10024041 42034	PD Professional Services
		Mail-In Railroad Crossing Violations- 01/23/21	175.00	01232021	1/25/2021	10024041 42034	PD Professional Services
		Building Code & Ordinance Violations- 01/26/21	500.00	012621	1/27/2021	10012021 42034	CD Professional Services
			<u>1,700.00</u>				
12652	TransUnion Risk	Person Searches- January 2021	112.70	427957-202101-1	2/1/2021	10024041 44039	PD Detective's Expense
			<u>112.70</u>				
12653	Tyler Technologies	ERP Implementation	5,396.25	045-326804	1/1/2021	50010000 46056	CIP Strategic Plan
		ERP Implementation	1,912.50	045-327276	1/15/2021	50010000 46056	CIP Strategic Plan
		ERP Implementation	3,825.00	045-326668	12/31/2020	50010000 46056	CIP Strategic Plan
		ERP Implementation	5,100.00	045-325583	12/31/2020	50010000 46056	CIP Strategic Plan
			<u>16,233.75</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
12654	Verizon Wireless	Monthly M2M Charges- January 2021	396.04	9871915784	1/23/2021	63005082 42001	Sewer Telephone/Alarm Line
			<u>396.04</u>				
12655	Vortex Technologies, Inc	Metering Equipment/Installation	2,146.67	6343	1/15/2021	63005082 42015	Sewer Maintenance - Other Equipment
			<u>2,146.67</u>				
12656	Wood Dale Fire Protection Dist	Fire Inspections- October 2020	425.00	102020	11/4/2020	10 33002	GF Building Permits
			<u>425.00</u>				
12657	Yamato Transport USA, Inc.	20190416, 920 Dillon Dr	5,000.00	20190416	1/27/2021	10 22003	GF Builders Cash Bond
		20190416, 920 Dillon Dr	-834.89	20190416	1/27/2021	10 22001	GF Escrow Account
		20190416, 920 Dillon Dr	5,242.00	20190416	1/27/2021	10 22001	GF Escrow Account
			<u>9,407.11</u>				
12658	Zalak, Inc.	UB Refund- 419 Irving Park, 12465	50.00	12465	1/29/2021	63 22002	Water Customer Deposits
		UB Refund- 419 Irving Park, 12465	-44.61	12465	1/29/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>5.39</u>				
<b>Grand Total</b>			<u><u>827,235.92</u></u>				
<b>Total number of checks - 78</b>							

# EXECUTIVE SESSION

February 18, 2021 --- *Tape Recording is the Law!*

Pursuant to Illinois Open Meetings Act, 5ILCS120/2-1 *et seq.* to discuss:

1. Executive Session Official Minutes (Pursuant to 5ILCS120/2(c)(21))
2. Land Acquisition (Pursuant to 5ILCS120/2(c)(5))
- 3. Land Disposition (Pursuant to 5ILCS120/2(c)(6))**
4. Pending Litigation (Pursuant to 5ILCS120/2(c)(11))
5. Probable Litigation (Pursuant to 5ILCS120/2(c)(11))
6. Collective Bargaining (Pursuant to 5ILCS120/2(c)(2))
7. Personnel (Pursuant to 5ILCS120/2(c)(1))