



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Text

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**File #:** O2013-2571, **Version:** 1

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 10, 2013

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 execution of a right of entry agreement at Midway International Airport with Exelis.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

### **ORDINANCE**

WHEREAS, the City of Chicago (the "City") is a home rule unit of local government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and operates, through its Chicago Department of Aviation ("CDA"), the airport commonly known as Chicago Midway International Airport ("Airport") and possesses the power and authority to grant rights of entry and to grant rights and privileges with respect thereto; and

WHEREAS, the Federal Aviation Administration ("FAA"), has contracted with Exelis, Inc ("Exelis"), to provide Surveillance & Broadcast Services ("SBS") under FAA contract number DTFAWA-07-00067 for its Surveillance & Broadcast Services Program; and

WHEREAS, SBS is part of the FAA's ongoing modernization and upgrade of the air traffic control system and is intended to improve air safety by providing a more effective means of tracking aircraft locations, and the CDA wishes to have SBS implemented at the Airport; and

WHEREAS, in order to facilitate implementation of SBS at the Airport, the CDA wishes to grant a right of entry to Exelis for placement of equipment relating to SBS at the Airport, now, therefore;

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

Section 1. The above recitals are incorporated by reference as if fully set forth herein as the findings of the City Council.

Section 2. The Commissioner of the Department of Aviation is hereby authorized to execute an Agreement with Exelis in substantially the form attached hereto as Exhibit 1, with such changes therein as shall be approved by the Commissioner, her execution thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Agreements attached hereto.

Section 3. The Commissioner and other City officials, agents, and employees are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

Section 4. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. 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 in full force and effect from the date of its passage and approval.

**RIGHT OF ENTRY AGREEMENT AT MIDWAY  
INTERNATIONAL AIRPORT ADS-B SYSTEM**

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into as of this            day of            , 2013, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under the 1970 Constitution of the State of Illinois ("City") and Exelis, Inc. ("Licensee"), an Indiana corporation.

**WITNESSETH**

WHEREAS, City owns and operates that certain airport located within the City and commonly

known as Chicago Midway International Airport ("Airport"); and

WHEREAS, the City has the authority to lease or license premises and facilities and to grant rights and privileges with respect to the Airport; and

WHEREAS, Licensee is interested in using property at the Airport described on Exhibit A hereto (the "Property") and to enter onto the Property for the purposes described on Exhibit B hereto, related to operating the Federal Aviation Administration Surveillance and Broadcast Services Program ("Activities"); and

WHEREAS, City is willing to allow Licensee to enter onto the Property upon the terms and conditions hereinafter provided; and

WHEREAS, City and Licensee acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City, and that the City's right to monitor performance under this Agreement by Licensee is a valuable right incapable of quantification;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if fully set forth herein.

2. **License.**

(a) For the period from May 1, 2013 to September 30, 2025 (the "License Period"), Licensee and Licensee's Contractors (hereinafter defined) shall have a license to enter upon the Property, or any portion thereof, in order to perform the tasks reasonably contemplated by the activities proposed on Exhibit B hereto; provided, however, that Licensee first provide evidence of having obtained insurance required under this Agreement. A "Contractor" is a person or entity who is (i) an agent or contractor of Licensee whom Licensee has employed or intends to employ to provide services or

perform work with respect to the Activities, (ii) who has been identified in writing to City, and (iii) who has agreed in writing to be bound to and comply with the terms of this Agreement. Licensee shall pay all costs, expenses and fees associated with the proposed use of the Property for the Activities.

b) Licensee shall pay all costs, expenses and fees associated with its activities and shall obtain at its expense any and all permits required by any governmental unit to conduct the described Activities. Licensee shall pay a yearly License Fee of \$5,000 to the Chicago Department of Aviation ("CDA") for costs incurred by the CDA.

c) Licensee shall be responsible for any damage to Airport property caused by its Activities and shall restore any damaged property to the same or better condition as existed prior to the damage.

d) The Property is within the Airport boundary and the equipment that Licensee may use is subject to height restrictions. Where applicable, Licensee shall coordinate with CDA to file FAA Form 7460-1, Notice of Proposed Construction or Alteration. Licensee's equipment may be required to bear flags, lights or other safety devices and/or may be required to be lowered or be idle at specific times as directed the Federal Aviation Administration.

e) If any Property is subject to a lease or license, Licensee must make any necessary arrangements for access to the Property with the tenant or other licensee, which may require Licensee to enter into a separate access agreement with that tenant or other licensee.

f) The Commissioner of CDA may terminate this Agreement at any time by written notice if Licensee fails to comply with the terms and conditions herein, or if the FAA terminates or ends Licensee's contract with the FAA, DTFAWA-07-00067.

g) The Commissioner of CDA may terminate this Agreement for convenience at any time by 90 days' written notice to Licensee. Without limiting the foregoing, due to the public safety purposes of Licensee's Activities, if termination of this Agreement for the specific Property is required by the City, and the FAA believes continuation of Licensee's Activities is desirable, CDA will work cooperatively with the Licensee and the FAA to identify suitable replacement property and provide Licensee with as much prior notice of termination as reasonably possible to allow transition of Licensee's property without interruption of Licensee-provided services to the Airport. Licensee will be responsible for the cost of any equipment removal or relocation.

h) The City will provide primary and back-up electrical power to support Licensee Activities at each of two Property locations. Each location will be provided with two 120/208 VAC, 20-ampres circuits. The cost of electrical power is included in the yearly License Fee. The electrical power will be provided by the City on a best reasonable

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effort basis and the City shall not be liable, in any manner or to any extent whatsoever, for any interruption of electrical power supply to Licensee.

3. Confidentiality. Except as required by law, Licensee shall not issue publicity news releases, grant press interviews, or disclose confidential information not made available to the public and expressly protected by statute (e.g. Sensitive Security Information) without the prior written consent of the Commissioner. In the event that Licensee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in Licensee's possession by reason of this Agreement, Licensee shall immediately give notice to the City and to the Corporation Counsel of the City, with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that Licensee shall not be obligated to withhold such delivery beyond that time as may be ordered by a court or administrative agency of competent jurisdiction, unless the subpoena or request is quashed or the

time to produce is otherwise extended.

4. Insurance and Indemnity, (a) Licensee shall comply with the insurance requirements set forth in Exhibit C hereto, which is hereby incorporated by reference as though fully set forth herein.

(b) The Licensee agrees to protect, defend, indemnify, and hold the City and its officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of the granting of this right of entry or arising out of or being in any way connected with the Licensee's activities, except as otherwise provided in 740 ILCS 35 which prohibits contractual indemnification of negligence. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation: attorneys' fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the City, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. The survival period shall run as long as the applicable statute of limitations for any cause of action that may arise in connection to this License.

To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Pension Code.

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Licensee shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Licensee even though the claimant may allege negligence on the part of the Indemnified Parties. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Licensee of its obligations hereunder.

"Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Licensee of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished, or loaned by the Indemnified Parties.

Licensee will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with this Agreement for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

5. Compliance with All Laws. Licensee must comply with all applicable federal, state and local laws, rules or regulations in connection with its Activities under this Agreement. Contract provisions that are required to be included in this Agreement by any such law, rule or regulation shall be deemed included. Exhibit D, Environmental Matters, is hereby included by reference.

6. Compliance with Airport Security Laws, (a) This Agreement is expressly subject to 49 U.S.C. 44901 et seq., as amended from time to time, the provisions of which are hereby incorporated by reference, and all rules and regulations promulgated thereunder. Licensee shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those guidelines developed by City, the TSA, and the FAA with the objective of maximum security enhancement.

(b) Licensee shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, County, state or federal authorities and, in particular, Licensee agrees at all times to comply with any master security plan and procedures for the Airport as may be established by City from time to time.

7. Release. Licensee, on behalf of itself, its Contractors and any and all parties who enter onto the Property at Licensee's direction during the License Period (collectively, "Releasors"), do hereby release, acquit and forever discharge City, its officials, agents and employees, of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever

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kind or nature which Releasors now have or may ever have against City, its officials, agents and employees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Releasors or the property of Releasors occurring on, at or about the Property during the License Period.

8. City's Approval. Whenever City's approval or consent is required under this Agreement, City may withhold its approval or consent in its sole discretion. Except as expressly stated otherwise, all such approvals and consents of the City shall be made by the Commissioner.

9. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Property by virtue of this license or Licensee's use of the Property pursuant hereto.

10. Exercise by City of Governmental Functions. Nothing contained in this License shall impair the right of City in the exercise of its governmental functions including, without limitation, the right to require Licensee to produce necessary permits or licenses.

11. Severability. If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

12. Modifications. This Agreement may be amended or modified as the Commissioner of CDA determines is operationally necessary or desirable. No amendment, modification, or change to this Agreement will be valid unless stipulated in writing and signed by the Commissioner of CDA and the Licensee. Amendments or modifications may include, but are not limited to, changes to the License Period, the amount of the License Fee, or the permitted locations or equipment to be used by Licensee for the Activities.

13. Notices; Consents. All consents and approvals shall be in writing (except as otherwise provided herein). All notices and other communications in connection with this Agreement shall be in writing and be sent by United States mail, postage prepaid, addressed as follows and shall be deemed given when delivered personally or three (3) business days after mailing:

To the City:  
Department of Aviation 10510 West  
Zemke Road Chicago, IL 60666  
Attn: Real Estate Division

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with copies to:  
Deputy Corporation Counsel  
Aviation, Environmental, & Regulatory Division  
30 N. LaSalle Street, Suite 900  
Chicago, IL 60602

To Licensee:  
Exelis, Inc.  
12930 Worldgate Drive Herndon,  
VA20170  
Attn: ADS-B Subcontracts

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF CHICAGO

By:  
Commissioner of Aviation

LICENSEE - Exelis, Inc.

By:\_ Name: Title:

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EXHIBIT A

PROPERTY DESCRIPTION

Licensee is granted a right-of-entry to the Property as depicted on the attachment hereto.

- EXISTING HOUSE GYP)

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T777A EZ3 E2

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Y77AV7\mV7/A

ZZ2 VA

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ZZZA VA EZ3 Y777A Y777A EZ] YZ2 V77A

PROPOSED EXELIS POWER & GROUND CONDUITS

V777\ EZ3 (ZZ3

■EXISTING PARKING LOT-

EXISTING-' BUILDING (TYP)

EXISTING SOUTHWEST AIRLINES HANGAR

(1) PROPOSED EXELIS OMNI DIRECTIONAL ANTENNA, SEE SHEET 2 FOR ENLARGED PLAN

MDW SWA HANGAR SV201-02  
5221 WEST 56th STREET CHICAGO, IL 60638

# itt EXELIS

*Engineered for life*

*Advanced Engineering A Sciences*

12930 Woridgate Dr. Hemdon, VA 20170

## FULLERTON

F.NGINF.tSIN!> ■D(SIC

9600 W. BRYN MAWR SUITE 200

ROSEMONT, IL 60018 TEL: (847) 292-0200 FAX: (847) 292-0206

### SITE PLAN

REVISIONS:

03/14/13 REVISED LE

### SHEET 1 OE 4

IOP OF HANGAR ROOF ELEV 49'-0"± A.G.L.

PROPOSED EXELIS EQUIPMENT

PROPOSED EXELIS CABLE TRAY

EXISTING EQUIPMENT ROOM ON 1ST FLOOR

FOR CONTINUATION SEE SHT 1

A

PROPOSED WALL PENETRATION FOR EXELIS COAX CABLES

PROPOSED COAX CABLES ROUTED ON OUTSIDE ALONG BUILDING WALL (TYP)

EXISTING  
HATCH

ROOF

EXISTING  
LIGHT (TYP)

SPOT

EXISTING PANEL OMNI ANTENNA

(2) PROPOSED EXELIS GPS  
ANTENNAS MOUNTED ON ANTENNA PIPE

PROPOSED EXELIS DB SYSTEM 680 OMNI ANTENNA ATTACHED TO EXTERIOR WALL

## ROOF PLAN

SCALE: 3/16" =1'-0"

MDW SWA HANGAR SV201-02  
5221 WEST 56th STREET CHICAGO, IL 60638

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**FULLERTON**

ENGINEERING DESIGNS

9600 W. BRYN MAWR SUITE 200

ROSEMONT, IL 60018 TEL: (847) 292-0200 FAX: (847) 292-0206

**ENLARGED SITE PLAN**

REVISIONS:

03/14/13 REVISD LE

**SHEET 2 OE 4**

FOR CONTINUATION SEE SHEET 2

MDW SWA HANGAR SV201-02  
5221 WEST 56th STREET CHICAGO, IL 60638

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SUITE 200 ROSEMONT, IL 60018 TEL: (847) 292-0200 FAX (847) 292-0206

**1st FLOOR EQUIPMENT ROOM**

REVISIONS:

03/14/13 REVISED LE

SHEET 3 OF 4

EXISTING ANTENNAS (TYP.)  
T/PROPOSED ANTENNA ~^t?ELEV 60'-0"±  
ELEV 58'-0"±  
EXISTING SPOT LIGHT (TYP)  
<f/PROPOSED ANTENNA  
T/PROPOSED LIGHTNING ROD  
■ EXISTING ANTENNAS -(TYP.)

# SOUTHWEST

ENLARGED DETAIL  
SCALE: N.T.S.

SEE THIS SHEET  
FOR ENLARGE DETAIL  
<L OF PROPOSED ANTENNA ELEV = 58'-0"±

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XT

r± - -  
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II

EXISTING SOUTHWEST HANGAR

SOUTH ELEVATION  
SCALE: N.T.S.

MDW SWA HANGAR SV201-02  
5221 WEST 56th STREET CHICAGO, IL 60638

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12930 Worldgate Dr. Herndon, VA 20170

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9600 W. BRYN MAWR SUITE 200  
ROSEMONT, IL 60018 TEL: (847) 292-0200 FAX: (847) 292-0206  
**ELEVATION**

REVISIONS:  
03/14/13 REVISED LE

SHEET 4 OE 4

**MDW TERMINAL B SV201-01**  
**5700 SOUTH CICERO AVE. CHICAGO, IL 60638**

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**SITE PLAN**

REVISIONS:  
03/14/13 REVISED LE

SHEET 1 OF 4

**MDW TERMINAL B SV201-01**  
**5700 SOUTH CICERO AVE. CHICAGO, IL 60638**  
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**EXELIS**

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9600 W. BRYN MAWR SUITE 200  
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## ENLARGED SITE PLAN

REVISIONS:  
03/14/13 REVISED LE

SHEET 2 OE 4

7-6"±

## EQUIPMENT ROOM PLAN (2nd FLOOR)

SCALE: 3/16" = 1'-0"

## MDW TERMINAL B SV201-01

5700 SOUTH CICERO AVE. CHICAGO, IL 60638

## >tt EXELIS

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F. N. O. I. NEESSINC-DESIGN

9600 W. BRYN MAWR SUITE 200  
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## 1st FLOOR EQUIP. ROOM LAYOUT

REVISIONS:  
03/14/13 REVISED LE

SHEET 3 OE 4

EXISTING  
LIGHTNING ROD (TYP.)

**ENLARGED DETAILS**

SCALE: N.T.S.

TOP OF PROPOSED LIGHTNING ROD^  
ELEV = 52'-0"±  
TOP OF PROPOSED ANTENNA  
ELEV = 50'-0 ±

<j OF PROPOSED ANTENNA            Q  
ELEV = 48'-0 "± ~^>

BOT OF PROPOSED ANTENNA  
ELEV = 46'-1"±  
(4) PROPOSED EXELIS COAX CABLES-ROUTED ALONG SOFFIT WALL

EXISTING WINDOW

EXISTING LOW ROOF-ELEV 30'~-0" A.G.L.

EXISTING LOUVERS  
EXISTING - TERMINAL B AREA

EXISTING HIGH ROOF ELEV 39'-0" A.G.L.

SEE ENLARGED-DETAIL THIS SHEET  
<£. OF PROPOSED ANTENNA ELEV = 48'-0"±

—J—

GRADE

**EAST ELEVATION**

SCALE: N.T.S.

EXISTING GANGWAY (TYP)

EXISTING TERMINAL B BUILDING  
SEE ENLARGED DETAIL THIS SHEET

**MDW TERMINAL B SV201-01**  
5700 SOUTH CICERO AVE. CHICAGO, IL 60638

**Ti EXELIS**

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12930 Woridgate Dr. Herndon, VA 20170

# FULLERTON

E N'S.I. NEEDING DESIGN

9600 W. BRYN MAWR SUITE 200  
ROSEMONT, IL 60018 TEL: (847) 292-0200 FAX: (847) 292-0206  
**ELEVATION**

REVISIONS:  
03/14/13 REVISED LE

SHEET 4 OF 4

## **EXHIBIT B**

### **USE**

To occupy the Property at Chicago Midway International Airport, described in Exhibit A, to provide Surveillance & Broadcast Services ("SBS") under Federal Aviation Administration ("FAA") contract number DTFAWA-07-00067 for its Surveillance & Broadcast Services ("SBS") Program.

The SBS Program includes:

- Automatic Dependent Surveillance - Broadcast (ADS-B) and Rebroadcast (ADS-R)
- Traffic Information Service - Broadcast (TIS-B)
- Flight Information Service - Broadcast (FIS-B)

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**EXHIBIT C**

**INSURANCE REQUIREMENTS AND CERTIFICATE TO BE FINALIZED  
EXHIBIT D**

**ENVIRONMENTAL MATTERS**

Section 1 Defined Terms. The following terms, when used in the context of this exhibit, have the meanings set forth below:

'Claim' means any (a) demand, cause of action, proceeding, or suit for damages (actual or punitive); damages to natural resources; fines; penalties; interest; losses; costs of site investigations, feasibility studies, or information requests; contributions; or settlements; (b) actions to correct, remove, remediate, respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the release of a Hazardous Material; (c) any other investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time noticed, cited, instituted or completed pursuant to any applicable Environmental Law; (d) actions to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law; and (e) any claim at any time made by any person with respect to the Property or any condition, use or activity on the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material at the Property or any Environmental Law.

*"Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and includes, without limitation, the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.*

(*'CERCLA'*), as amended by the *Superfund Amendments and Reauthorization Act of 1986 ("SARA")*; the *Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.*; the *Clean Air Act, 42 U.S.C. Section 7401 et seq.*, the *Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.*, the *Gasoline Storage Act, 430 ILCS 15/0.01 et seq.*, the *Municipal Code of the City of Chicago*; and any other local, state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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"Hazardous Material" means any substance, whether solid, liquid or gaseous; which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons.

"On" when used with respect to the Property or any property adjacent to the Property means "on, in, under, or above."

"Pre-Existing Condition" means a violation of Environmental Laws existing on the Property prior to the License Period.

"Release" or "Released" have the meanings set forth in CERCLA, including but not limited to any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

"Response" or "Respond" mean action taken in compliance with Environmental Laws in response to the presence or Release of a Hazardous Material.

Section 2 Pre-Existing Conditions. The City is responsible for any Pre-Existing Conditions and the Licensee will have no obligation to Respond to a Pre-Existing Condition, except to the extent that a Response is required solely as a result of Licensee's activities. In the event the Licensee becomes aware of a Pre-Existing Condition, it will immediately notify the City and will cease activities on the Property until the City can conduct an investigation.

(a) During the License Period the Licensee: (i) will at its own cost comply with all applicable Environmental Laws with respect the Property and Licensee's activities thereon; (ii) will not handle, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of (except as provided in (a)) or abandon Hazardous Materials or authorize any of such activities on the Property, including installation of any underground storage tanks; (iii) will not take any action that would subject the Property to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (iv) will not discharge Hazardous Materials into drains

or sewers in violation of Environmental Law; (v) will not cause or allow the Release of any Hazardous Materials on, to or from the Property in violation of Environmental Law; (vi) will at its own cost arrange for the lawful transportation and off-site disposal at a properly permitted facility of all Hazardous Materials that it generates or Releases with respect to its activities; (vii) will legally transport and dispose of all waste on the Property as a result of Licensee's operations; (viii) will keep such records and obtain such permits as may be required for the use of the Property under Environmental Laws; and (ix) will be solely responsible for protecting

D-2

or causing the protection of the health and safety of all people working on behalf of Licensee at the Property. If the Licensee fails to comply with the foregoing, the Licensee will undertake such Response as may be necessary under applicable Environmental Law. During the License Period, the Licensee will be responsible with respect to any liability accruing to the City arising out of a violation of any of the foregoing provisions by Licensee's employees, contractors, suppliers and invitees.

(b) If during the License Period the presence of Hazardous Materials at the Property that is not a Preexisting Condition but was not caused by the Licensee, its employees, contractors, suppliers and invitees (i) gives rise to liability or to a Claim under any Environmental Law or (ii) violates Environmental Law, the Licensee will promptly notify City and cooperate in such Response as City may undertake in compliance with applicable Environmental Law.

Section 3 Copies of Notices. Each Party will provide the other with copies of all notices of Claims relating to the Property during the License Period.

Section 4 Environmental Indemnification. Without limiting the general indemnification provision of the Agreement, Licensee will defend, indemnify and save the City harmless from and against any and all Claims arising out of Environmental Law including, without limitation, environmental damages, attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against the City by reason of the Licensee's failure to comply with any Environmental Law with respect to the Property. These indemnification obligations shall survive the expiration or termination of this Agreement.

Section 5 Solid and Liquid Waste Control. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its subcontractors if any, have not violated and are not in violation of the following sections of the Municipal Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11 -4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements;

11-4-1560 Screening requirements; and  
any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is in effect, Licensee's or any of its subcontractor's violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an Event of Default under this Agreement, for

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which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the CDA. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Licensee's and its subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Licensee's eligibility for future City agreements.

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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation EDS #41577**

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS: Exelis Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

12 93 0 Worldgate Drive Suite 400 Herndon, VA  
20170 United States

C. Telephone:

703-668-6302

Fax: Email:

rick.sawyer@exelisinc.com <mailto:rick.sawyer@exelisinc.com>

D. Name of contact person:

Mr. Rick Sawyer

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E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below the "Matter") to which this

EDS pertains:

ADS-B Site lease at Midway Airport

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

n/a

Contract (PO) Number

n/a

Revision Number

n/a

Release Number

n/a

User Department Project Number

n/a

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing

Party: Publicly registered business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1 .a.1 Does the Disclosing Party have any directors?

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No

1 .a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. David Melcher

Title: CEO and President

Role: Officer

Officer/Director: Mr. Peter Milligan

Title: Senior V.P. and CFO

Role: Officer

Officer/Director: Ms. Ann Davidson

Title: Senior V.P. Chief Legal Officer, Corp.  
Secretary

Role: Officer

## 2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

## SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

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## SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party

must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## SECTION V - CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415<sub>T</sub> substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23. Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if

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the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee Of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.L of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a

public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years

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before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents, or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

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7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or

slaveholder insurance policies

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during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

## **SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## **SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html) <<http://www.cityofchicago.org/city/en/depts/ethics.html>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above The Disclosing Party understands and agrees

that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void),

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at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request.

Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct

ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-J 54.-01.5, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

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## ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff None .

List of attachments uploaded by vendor None .

## CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Is/ 03/11/2013 Mr. Rick Sawyer Contracts  
Admininstrator Exelis Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

(Signature) Mr. Rick Sawyer Contracts Administrator  
day of April  
Exelis Inc.

Sworn to before me this

April 30

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**Michael R. Zalewski**

**Alderman.23rd Ward** 6247 South Archer Avenue

Chicago, Illinois 60638 Telephone: (773) 582-4444 [mzalewski@cityofchicago.org](mailto:mzalewski@cityofchicago.org) <<mailto:mzalewski@cityofchicago.org>>

**CITY COUNCIL**

**City of Chicago**

**COUNCIL CHAMBER**

City Hall Second Floor 121 North LaSalle Street  
Chicago, Illinois 60602 Telephone: 312-744-6828  
Fax: 312-744-1024

**COMMITTEE MEMBERSHIPS**

Aviation (Chairman)

Budget & Government Operations

Health & Environmental Protection

Rules & Ethics

Economic, Capital & Technology Development

Workforce Development & Audit

Finance

**May 8, 2013**

**To The President and Members of the City Council:**

**Your Committee on Aviation begs to leave report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.**

**A meeting was held on May 1, 2013 at City Council Chambers to consider**

**one ordinance.**

- 1. 02013-2571 Right of Entry agreement at Midway International Airport with Exelis.  
Emanuel (Mayor)**

**The recommendation for this ordinance was concurred unanimously by viva voce vote of the members.**

**Respectfully submitted,**

**Chairman  
Committee on Aviation**