JOHN HANCOCK CENTER TRANSMITTER LEASE PAYMENTS

AMERICAN TOWERS, LLC
WYCC PBS CHICAGO
KENNEDY-KING COLLEGE
(RATIFICATION)

THE CHANCELLOR RECOMMENDS:

that the Board of Trustees approves the ratification of payment to American Towers, LLC in the amount of $15,329.64 for actual CAM TV Broadcasters operating expense escalations ($14,282.85) and actual tax escalations (1,046.79) assessed by American Towers beyond the initially estimated amounts projected per tenant by American Towers. WYCC’s transmitter is located on the 97th Floor of the John Hancock Center, and American Towers is the current lessor (per Board Report # 31896 adopted June 6, 2013) of the existing antenna and transmitter lease agreement associated with WYCC’s monthly broadcast space facilities rental.

VENDOR: American Towers, LLC-Chicago
Dept. 3326
Carol Stream, Illinois 60132-3326

USER: WYCC PBS Chicago – Kennedy King College

ORIGINAL TERM:
The original term of this agreement commenced on May 1, 2003 and continues through September 30, 2014.

SCOPE OF SERVICES:
WYCC’s current amended broadcast facilities lease with American Towers, LLC-Chicago (former lessor was Golub & Company per Board Report # 28236, August 9, 2007; American Towers, LLC-Chicago has assumed the lease per Board Report # 31896, June 6, 2013) for the WYCC transmitter room of the 97th Floor of the John Hancock Center shall end on September 30, 2014.

BENEFIT TO CITY COLLEGES OF CHICAGO:
WYCC is licensed to the City Colleges of Chicago, and required by law to broadcast 24 hours per day, 7 days per week. The facilities lease allows WYCC to fulfill its FCC license obligations and mission to provide programming and content to the viewing public.

MBE/WBE COMPLIANCE:
The Office of M/WBE Contract Compliance has reviewed the above-referenced amendment and recommends a continued waiver of the Board Approved Participation Plan due to the nature of the
agreement ("antenna and transmitter lease agreement") and in turn, no opportunities for subcontracting.

GENERAL CONDITIONS:
Inspector General - It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable Provisions of the Board’s Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year.

FINANCIAL:
Total: $15,329.64
Charge To: WYCC Transmitter/Antenna
Sources of Funds: Restricted Funds
FY14-15: 561100-21000-8075018-79000

Respectfully submitted,

Cheryl L. Hyman
Chancellor

August 7, 2014 – WYCC PBS Chicago – Kennedy-King College