

ORDINANCE 2018-12-06-0967

**APPROVING AMENDMENT #2 TO THE ANTENNA LICENSE AGREEMENT WITH TEGNA D/B/A KENS TV FOR EQUIPMENT AT THE TOWER OF THE AMERICAS EXTENDING THE AGREEMENT THROUGH DECEMBER 31, 2023 FOR A TOTAL REVENUE OF \$141,314.00 OVER THE FIVE-YEAR RENEWAL TERM.**

\* \* \* \*

**WHEREAS**, on December 4, 2008, City Council approved Ordinance 2008-12-04-1095, which authorized an Antenna License Agreement with KENS-TV for the purpose of operating and maintaining an electronic news gathering relay station and associated equipment at the Tower of the Americas; and

**WHEREAS**, the Agreement was for a term of five (5) years commencing January 1, 2008 through December 31, 2013; and

**WHEREAS**, on December 5, 2013, City Council approved Ordinance 2013-12-05-0851, which authorized Amendment #1 to the Agreement with KENS-TV which renewed the Agreement through December 31, 2018; and

**WHEREAS**, this ordinance will authorize Amendment #2 to the Agreement with KENS-TV to renew the Agreement through December 31, 2023; and

**WHEREAS**, Amendment #2's initial annual license fee is \$26,617.00, with a 3% annual increase; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee, or the Director of the Center City Development & Operations Department or his designee is authorized to execute an amendment to the Antenna License Agreement between the City of San Antonio and the Belo Corporation, Inc. d/b/a KENS 5 TV to extend the term of the agreement for an additional five year period commencing December 31, 2023. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.


**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000008 and General Ledger 4407712.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds

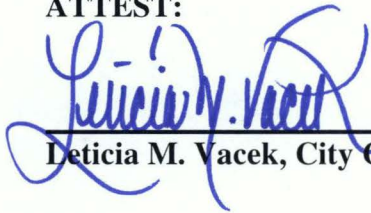
Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

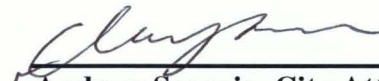
**PASSED AND APPROVED** this 6<sup>th</sup> day of December, 2018.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Deticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>16 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17A, 17B, 18, 19 )</b>						
<b>Date:</b>	12/06/2018						
<b>Time:</b>	10:02:35 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving Amendment #2 to the Antenna License Agreement with TEGNA d/b/a KENS TV for equipment at the Tower of the Americas extending the Agreement through December 31, 2023 for a total revenue of \$141,314.00 over the five-year renewal term. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

SW/ah  
12/6/18  
Item No. 16

# **ATTACHMENT I**

## Second Amendment to Tower of the Americas Antenna License Agreement

(TEGNA d/b/a KENS-TV)

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This Second Amendment to Tower of the Americas Antenna License Agreement (Agreement) is between TEGNA d/b/a KENS-TV ("Licensee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Second Amendment.

### 1. Identifying Information

<b>Licensee:</b>	TEGNA d/b/a KENS-TV
<b>Licensee's Address:</b>	5400 Fredericksburg Rd. San Antonio, TX 78229
<b>License:</b>	Purpose of operating and maintaining an electronic news gathering relay station and associated equipment at the Tower of the Americas.
<b>Ordinance Authorizing Original License:</b>	2008-12-04-1095
<b>Ordinance Authorizing First Amendment:</b>	2013-12-05-0851
<b>Ordinance Authorizing Second Amendment:</b>	
<b>Beginning of Renewal Term:</b>	January 1, 2019
<b>Expiration of Renewal Term:</b>	December 31, 2023

### 2. Defined Terms

2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

### 3. Renewal

3.1. The term of the Agreement is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

### 4. Compensation

4.1. The license fee is to be paid to the City on or before January 1 of each license year based on the following schedule:

January 1, 2019 – December 31, 2019 - \$26,617.00  
January 1, 2020 – December 31, 2020 - \$27,416.00  
January 1, 2021 – December 31, 2021 - \$28,238.00  
January 1, 2022 – December 31, 2022 - \$29,085.00  
January 1, 2023 – December 31, 2023 - \$29,958.00

**5. No Default**

5.1. Neither City nor Licensee is in default under the Agreement, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**6. Same Terms and Conditions**

6.1. This renewal instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Licensee. City and Licensee reaffirm the Agreement as modified by this renewal instrument and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

**7. Public Information**

7.1. Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

*Intentionally Blank*

I

**City**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Licensee**

**TEGNA d/b/a KENS-TV**

By: *Thomas Cury*

Printed Name and Title: THOMAS CURY

Date: 10/31/18