

ORDINANCE 2020-06-18-0414

**AUTHORIZING THE SECOND AMENDMENT TO THE MASTER ANTENNA AGREEMENT WITH TOWER FM CONSORTIUM, LLC, TO CONTINUE MANAGEMENT OF THE MASTER ANTENNA ON TOP OF THE TOWER OF THE AMERICAS AND AUTHORIZING THE THIRD AMENDMENT TO BROADCASTER LEASES WITH IHEART + MEDIA, INC. AND ALPHA MEDIA LLC. FOR CONTINUED USE OF THE TOWER OF THE AMERICAS AS A TRANSMISSION SITE FOR KZEP, KQXT AND KJXX, RESULTING IN A TOTAL OF \$1,491,230.52 TO BE DEPOSITED WITHIN THE GENERAL FUND.**

\* \* \* \*

**WHEREAS**, the Tower of the Americas hosts radio antennas on the roof of the top house; and

**WHEREAS**, a master antenna was installed in 2006 to reduce the number of broadcaster antennas physically located on the Tower's mast while improving signal strength and reducing radiation levels; and

**WHEREAS**, in August 2006, City Council authorized a Master Antenna Agreement with Tower FM Consortium, LLC which included members iHeart Media and Alpha Media; and

**WHEREAS**, City Council authorized the renewal of the agreement in May 2015; and

**WHEREAS**, this Ordinance will authorize the second and final renewal of the Master Antenna Agreement which will expire on June 30, 2020; and

**WHEREAS**, with approval of this renewal, the Consortium will be able to continue management of the master antenna through June 30, 2025; and

**WHEREAS**, renewal of the master antenna does not include rental consideration since the City collects from the broadcasters through their individual Broadcaster Leases; and

**WHEREAS**, in 2006 and 2015, City Council also authorized the renewals of three Broadcaster Leases with iHeart Media and Alpha Media. iHeart Media's agreements are for transmission of KZEP and KQXT and Alpha Media's agreement is for transmission of KJXX; and

**WHEREAS**, this Ordinance will authorize the third and final renewal of the Broadcaster Leases which will expire on June 30, 2020; and

**WHEREAS**, approval of this Ordinance will extend the agreements through June 30, 2025; and

**WHEREAS**, lease rates for the renewal period were established per a market study completed by Holt Media in March 2020; and

**WHEREAS**, the monthly lease rate for each lease's first year is \$8,039.77; and

**WHEREAS**, this rate will increase 1.5% annually thereafter; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or designee, or the Director of the Center City Development & Operations Department or designee is authorized to execute the second amendment to the Master Antenna Agreement with Tower FM Consortium, LLC (Consortium) to continue management of the master antenna on top of the Tower of the Americas. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.

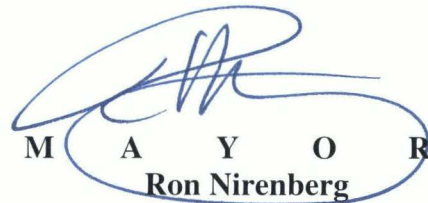
**SECTION 2.** The City Manager or designee, or the Director of the Center City Development & Operations Department or designee is authorized to execute the third amendment to Broadcaster Leases with iHeart Media + Entertainment, Inc. (iHeart Media) and Alpha Media, LLC for continued use of the Tower of the Americas as a transmission site for KZEP, KQXT, and KJXX to extend the term of these agreements for an additional five year period commencing June 30, 2025. A copy of the amendments are attached hereto and incorporated herein for all purposes as **Attachment II, III and IV**.

**SECTION 3.** Funds generated by this Ordinance will be deposited in Fund 11001000, Internal Order 219000000008 and General Ledger 4407712.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

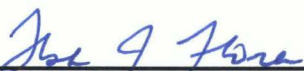
**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED this 18<sup>th</sup> day of June, 2020.**



M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Tina Flores, Acting City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney



## City of San Antonio

City Council

June 18, 2020

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**Item: 12**

**Enactment Number:**

**File Number: 20-3442**

**2020-06-18-0414**

Ordinance approving an amendment to the Master Antenna Agreement with Tower FM Consortium, LLC, for continued management of the master antenna on top of the Tower of the Americas, and approving an amendment to Broadcaster Leases with iHeart + Media, Inc. and Alpha Media LLC. for continued use of the Tower of the Americas as a transmission site for KZEP, KQXT and KJXX, resulting in a total of \$1,491,230.52 to be deposited within the General Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Courage and Perry

**Absent:** 1 Pelaez

SW/ah  
06/18/20  
Item No. 12

## ATTACHMENT I

## **2<sup>nd</sup> Amendment to Lease Agreement**

(Tower FM Consortium, LLC)

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### **1. Identifying Information.**

**Lessee:** Tower FM Consortium, LLC,

**Lessee's Address:** iHeart Media + Entertainment, Inc.  
7136 S. Yale Ave., Suite 501  
Tulsa, OK 74136

Alpha Media  
1211 SW Fifth Avenue Suite 600  
Portland, OR 97204

**With Copies to:**

iHeart Media + Entertainment, Inc.  
20880 Stone Oak Parkway  
San Antonio, TX 78258  
Attn: Legal Department

Cushman & Wakefield  
201 N. Franklin St. Suite 3300  
Tampa, FL 33602  
Attn: Lease Administration

Alpha Media  
4050 Eisenhower Road  
San Antonio, TX 78218  
Attn: Engineering Manager

**Lease:** Master Antenna for Commercial Broadcasting Located at  
the top of the Tower of the Americas, San Antonio, TX

**Ordinance Authorizing**

**Original Lease:** 2006-08-31-0976

**Ordinance Authorizing 1<sup>st</sup>**

**Amendment:** 2015-05-21-0434

**Ordinance Authorizing 2<sup>nd</sup>**

**Amendment**

**Beginning of Renewal**

**Term:** July 1, 2020

**Expiration of Renewal**

**Term:** June 30, 2025

**2. Defined Terms.**

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

**3. Renewal.**

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

**4. No Default.**

4.1 Neither Lessor nor Lessee is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**5. Same Terms and Conditions.**

5.1 This instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this instrument, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement 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.

**6. Public Information.**

6.1 Lessee 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 agreement waives an otherwise applicable exception to disclosure.

*Remainder of Page Left Intentionally Blank*

In Witness Whereof, the parties have caused their representatives to set their hands.

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

**Lessee**  
Tower FM Consortium, LLC a Texas  
Limited Liability Company

\_\_\_\_\_  
**Signature**

**By iHeart Media + Entertainment, Inc.**



\_\_\_\_\_  
**Name**

**Signature**

Stephen G. Davis, SVP / Real Estate, Facilities &  
Corporate Development

\_\_\_\_\_  
**Title**

**Name, Title**

June 11, 2020

\_\_\_\_\_  
**Date**

**Date**

**Attest:**

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

**Approved as to Form**

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

**In Witness Whereof**, the parties have caused their representatives to set their hands.

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

**Lessee**  
**Tower FM Consortium, LLC a Texas**  
**Limited Liability Company**

\_\_\_\_\_  
**Signature**

**Alpha Media LLC**

\_\_\_\_\_  
**Name**

*Jeffery S. Caudell*  
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Jeffery S. Caudell, Regional Dir of Engr.**  
\_\_\_\_\_  
**Name, Title**

\_\_\_\_\_  
**Date**

**June 10, 2020**  
\_\_\_\_\_  
**Date**

**Attest:**

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

**Approved as to Form**

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



SW/ah  
06/18/20  
Item No. 12

## ATTACHMENT II

# 3<sup>rd</sup> Amendment to Lease Agreement

(iHeartMedia + Entertainment, Inc. which operates Radio Station KZEP)

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## 1. Identifying Information.

**Lessee:** iHeartMedia + Entertainment, Inc.

**Lessee's Address:** 7136 S. Yale Ave., Suite 501  
Tulsa, OK 74136

### With Copies to:

iHeart Media + Entertainment, Inc.  
20880 Stone Oak Parkway  
San Antonio, Tx  
Attn: Legal Department

Cushman & Wakefield  
201 N. Franklin St. Suite 3300  
Tampa, FL 33602  
Attn: Lease Administration

**Lease:** Use of Tower of the Americas' mast and associated space  
as a transmitting site

**Ordinance Authorizing  
Original Lease:** 82359

**Ordinance Authorizing 1<sup>st</sup>  
Amendment:** 2006-08-31-0974

**Ordinance Authorizing 2<sup>nd</sup>  
Amendment:** 2015-05-21-0434

**Ordinance Authorizing 3<sup>rd</sup>  
Amendment**

**Beginning of Renewal  
Term:** July 1, 2020

**Expiration of Renewal  
Term:** June 30, 2025

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

### **3. Renewal.**

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

### **4. Rent.**

4.1 The monthly rental shall be \$8,039.77 per month for first lease year of the Renewal Term and shall increase by a rate of one and half percent (1.5%) per year, commencing upon the anniversary date of each remaining lease year. Rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 July 1, 2020 – June 30, 2021: \$96,477.24 payable in one lump sum in advance or \$8,039.77 per month.

4.1.2 July 1, 2021 – June 30, 2022: \$97,924.44 payable in one lump sum in advance or \$8,160.37 per month.

4.1.3 July 1, 2022 – June 30, 2023: \$99,393.36 payable in one lump sum in advance or \$8,282.78 per month.

4.1.4 July 1, 2023 – June 30, 2024: \$100,884.24 payable in one lump sum in advance or \$8,407.02 per month.

4.1.5 July 1, 2024 – June 30, 2025: \$102,397.56 payable in one lump sum in advance or \$8,533.13 per month.

4.2 From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Lessee must Rent pay to Lessor at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

### **5. No Default.**

5.1 Neither Lessor nor Lessee is in default under the Lease, 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 instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this instrument, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement 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 Lessee 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 agreement waives an otherwise applicable exception to disclosure.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Lessor**

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

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Signature

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Name

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Title

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Date

**Lessee**

**iHeartMedia +Entertainment, Inc.**



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Signature

**Stephen G. "Steve" Davis**

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Name

**Senior VP, Real Estate**

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Title

**5/28/2020**

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Date

**Attest:**

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CITY CLERK

**Approved as to Form:**

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CITY ATTORNEY

SW/ah  
06/18/20  
Item No. 12

### **ATTACHMENT III**

# 3<sup>rd</sup> Amendment to Lease Agreement

(iHeartMedia + Entertainment, Inc. which operates Radio Station KQXT)

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## 1. Identifying Information.

**Lessee:** iHeartMedia + Entertainment, Inc.

**Lessee's Address:** 7136 S. Yale Ave., Suite 501  
Tulsa, OK 74136

### With Copies to:

iHeart Media + Entertainment, Inc.  
20880 Stone Oak Parkway  
San Antonio, Tx 78258  
Attn: Legal Department

Cushman & Wakefield  
201 N. Franklin St. Suite 3300  
Tampa, FL 33602  
Attn: Lease Administration

**Lease:** Use of Tower of the Americas' mast and associated space  
as a transmitting site

### Ordinance Authorizing

**Original Lease:** 82359

### Ordinance Authorizing 1<sup>st</sup>

**Amendment:** 2006-08-31-0974

### Ordinance Authorizing 2<sup>nd</sup>

**Amendment:** 2015-05-21-0434

### Ordinance Authorizing 3<sup>rd</sup>

**Amendment**

### Beginning of Renewal

**Term:** July 1, 2020

### Expiration of Renewal

**Term:** June 30, 2025

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

### **3. Renewal.**

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

### **4. Rent.**

4.1 The monthly rental shall be \$8,039.77 per month for first lease year of the Renewal Term and shall increase by a rate of one and half percent (1.5%) per year, commencing upon the anniversary date of each remaining lease year. Rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 July 1, 2020 – June 30, 2021: \$96,477.24 payable in one lump sum in advance or \$8,039.77 per month.

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4.1.3 July 1, 2022 – June 30, 2023: \$99,393.36 payable in one lump sum in advance or \$8,282.78 per month.

4.1.4 July 1, 2023 – June 30, 2024: \$100,884.24 payable in one lump sum in advance or \$8,407.02 per month.

4.1.5 July 1, 2024 – June 30, 2025: \$102,397.56 payable in one lump sum in advance or \$8,533.13 per month.

4.2 From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Lessee must Rent pay to Lessor at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

### **5. No Default.**

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### **6. Same Terms and Conditions.**

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**7. Public Information.**

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**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Lessor**

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

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Signature

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Name

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Title

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Date

**Lessee**

**iHeartMedia +Entertainment, Inc.**



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Signature

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Stephen G. "Steve" Davis

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Name

---

Senior VP, Real Estate

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Title

---

5/28/2020

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Date

**Attest:**

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CITY CLERK

**Approved as to Form:**

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CITY ATTORNEY



SW/ah  
06/18/20  
Item No. 12

**ATTACHMENT IV**

**3<sup>rd</sup> Amendment to Lease Agreement**  
(Alpha Media LLC which operates Radio Station KJXX)

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**1. Identifying Information.**

**Lessee:** Alpha Media LLC

**Lessee's Address:** 1211 SW Fifth Avenue Suite 600  
Portland, OR 97204  
Attn: Director of Engineering

And

Alpha Media  
4050 Eisenhower Rd.  
San Antonio, Texas 78218  
Attn: Market Manager/VP

With a Copy to

Alpha Media  
4050 Eisenhower Rd.  
San Antonio, Texas 78218  
Attn: Engineering Manager

**Lease:** Use of Tower of the Americas' mast and associated space  
as a transmitting site

**Ordinance Authorizing  
Original Lease:** 82359

**Ordinance Authorizing 1<sup>st</sup>  
Amendment:** 2006-08-31-0974

**Ordinance Authorizing 2<sup>nd</sup>  
Amendment:** 2015-05-21-0434

**Ordinance Authorizing 3<sup>rd</sup>  
Amendment**

**Beginning of Renewal  
Term:** July 1, 2020

**Expiration of Renewal  
Term:** June 30, 2025

LNA

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

## 3. Renewal.

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

## 4. Rent.

4.1 The monthly rental shall be \$8,039.77 per month for first lease year of the Renewal Term and shall increase by a rate of one and half percent (1.5%) per year, commencing upon the anniversary date of each remaining lease year. Rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 July 1, 2020 – June 30, 2021: \$96,477.24 payable in one lump sum in advance or \$8,039.77 per month.

4.1.2 July 1, 2021 – June 30, 2022: \$97,924.44 payable in one lump sum in advance or \$8,160.37 per month.

4.1.3 July 1, 2022 – June 30, 2023: \$99,393.36 payable in one lump sum in advance or \$8,282.78 per month.

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4.2 From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Lessee must Rent pay to Lessor at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

## 5. No Default.

5.1 Neither Lessor nor Lessee is in default under the Lease, 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.

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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.

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**In Witness Whereof**, the parties have caused their representatives to set their hands.

**Lessor**

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Lessee**

**Alpha Media LLC**

*Lance Hawkins*

\_\_\_\_\_

Signature

Lance Hawkins

\_\_\_\_\_

Name

SVP General Manager

\_\_\_\_\_

Title

05 / 21 / 2020

\_\_\_\_\_

Date

**Attest:**

\_\_\_\_\_

CITY CLERK





**Approved as to Form:**

\_\_\_\_\_

CITY ATTORNEY

<b>TITLE</b>	3rd Amendment to Lease Agreement
<b>FILE NAME</b>	3rd Amendment to Lease Agreement.pdf
<b>DOCUMENT ID</b>	b1cff1ea1c4f7aa4d905acb5447d152e6fa84be9
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History

 SENT	<b>05 / 21 / 2020</b> 16:00:40 UTC	Sent for signature to Lance Hawkins (lance.hawkins@alphamediausa.com) from priscilla.braeutigam@alphamediausa.com IP: 71.42.152.226
 VIEWED	<b>05 / 21 / 2020</b> 16:01:37 UTC	Viewed by Lance Hawkins (lance.hawkins@alphamediausa.com) IP: 96.8.177.48
 SIGNED	<b>05 / 21 / 2020</b> 16:19:18 UTC	Signed by Lance Hawkins (lance.hawkins@alphamediausa.com) IP: 96.8.177.48
 COMPLETED	<b>05 / 21 / 2020</b> 16:19:18 UTC	The document has been completed.