

ORDINANCE 2019-08-22-0654

**APPROVING EXTENSIONS TO THREE ANTENNA LICENSE AGREEMENTS WITH ALPHA MEDIA LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SAN ANTONIO RADIOWORKS, LLC EFFECTIVE SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2024 FOR A TOTAL \$423,938.70 IN LICENSE FEES. ALL REVENUE GENERATED FROM THESE AMENDMENTS WILL BE DEPOSITED INTO THE GENERAL FUND.**

\* \* \* \* \*

**WHEREAS**, ordinance 2014-08-07-0529 authorized two antenna license agreements with San Antonio RadioWorks (K277CX and K279AB) and one antenna license agreement with Wildcatter Wireless, LLC (K296GK) for operating and maintaining radio broadcast translators and associated equipment at the Tower of the Americas; and

**WHEREAS**, the purpose of the translators was to establish an FM presence for KTSA AM 550 and KAHL AM 1310, as well as expand coverage for KTFM 94.1; and

**WHEREAS**, the initial term of each translator agreement was five years effective September 1, 2014 - August 31, 2019; and

**WHEREAS**, each agreement included two five-year renewal options; and

**WHEREAS**, following City Council approval in 2014, the agreements for translators K277CX and K296GK were assigned to Alpha Media; and

**WHEREAS**, this ordinance will authorize first amendments to Alpha Media and San Antonio RadioWorks antenna license agreements, to extend the license terms through August 31, 2024; and

**WHEREAS**, licensees will pay an annual license fee of \$26,616.93 per agreement; this fee will increase 3.00% annually; **NOW THEREFORE:**

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

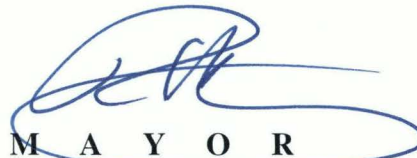
**SECTION 1.** The City Manager or designee, or the Director of the Center City Development and Operations Department or designee, is authorized to execute amendments to the antenna license agreements with Alpha Media LLC, a Delaware limited liability company (Alpha Media) and San Antonio RadioWorks, LLC (San Antonio RadioWorks) to extend the term of the agreements through August 21, 2024 for a total of \$423,939.17 in license fees, which includes a 3.00% annual increase. A copy of the amendments, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachment I, II, and III.**

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

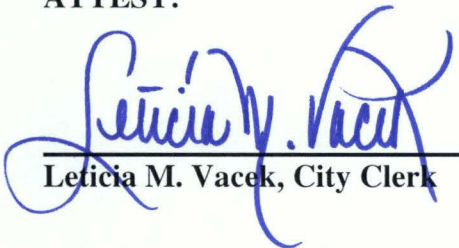
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions,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

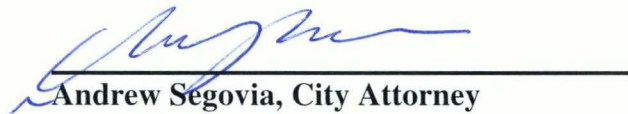
**PASSED AND APPROVED** this 22<sup>nd</sup> day of August, 2019.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

<b>Agenda Item:</b>	<b>18 ( in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, P-1, Z-1 )</b>
<b>Date:</b>	08/22/2019
<b>Time:</b>	09:35:19 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance extending three antenna license agreements with Alpha Media LLC, a Delaware limited liability company and San Antonio RadioWorks, LLC effective September 1, 2019 through August 31, 2024 for a total \$423,938.70 in license fees to be deposited into the General Fund. [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
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

SW/ah  
8/22/19  
Item #18

# ATTACHMENT I

**1<sup>st</sup> Amendment to License Agreement**  
(Alpha Media which operates Translator K277CX)

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**1. Identifying Information**

**Licensee:** Alpha Media LLC, a Delaware limited liability company

**Licensee's Address:** 4050 Eisenhower Road  
San Antonio, Texas 78218  
Attn: Market Manager/VP

With Copies to Alpha Media 4050 Eisenhower Road  
San Antonio, Texas 78215  
Attn: Chief Engineer

**License:** Purpose of operating and maintaining a radio broadcast translator K277CX and associated equipment at the Tower of the Americas.

**Ordinance Authorizing Original License:** 2014-08-07-0529

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

**Beginning of Renewal Term:** September 1, 2019

**Expiration of Renewal Term:** August 31, 2024

**2. Defined Terms**

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

**3. Renewal**

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

**4. Compensation**

4.1. The monthly license fee shall be \$2,218.08 per month for the first license year of the Renewal Term and shall increase by a rate of three percent (3.00%) per year commencing upon the anniversary date of each remaining license year. The license fee 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. 9/1/2019 – 8/31/2020: \$26,616.93/year or \$2,218.08/month.
- 4.1.2. 9/1/2020 – 8/31/2021: \$27,415.44/year or \$2,284.62/month.
- 4.1.3. 9/1/2021 – 8/31/2022: \$28,237.90/year or \$2,353.16/month.
- 4.1.4. 9/1/2022 – 8/31/2023: \$29,085.04/year or \$2,423.75/month.
- 4.1.5. 9/1/2023 – 8/31/2024: \$29,957.59/year or \$2,496.47/month.

**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*

**City**

City of San Antonio, a Texas  
municipal corporation

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

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

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

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

**Attest:**

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

**Approved as to Form:**

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

**Licensee**

Alpha Media LLC, a Delaware  
limited liability company

By: Lance Hawkins

Printed  
Name: Lance Hawkins

Title: SVP/GM

Date: 7/19/19

SW/ah  
8/22/19  
Item #18

# ATTACHMENT II



**1<sup>st</sup> Amendment to License Agreement**

(Alpha Media which operates Translator K296GK)

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**1. Identifying Information**

**Licensee:** Alpha Media LLC, a Delaware limited liability company

**Licensee's Address:** 4050 Eisenhower Road  
San Antonio, Texas 78218  
Attn: Market Manager/VP

With Copies to Alpha Media 4050 Eisenhower Road  
San Antonio, Texas 78215  
Attn: Chief Engineer

**License:** Purpose of operating and maintaining a radio broadcast translator K296GK and associated equipment at the Tower of the Americas.

**Ordinance Authorizing Original License:** 2014-08-07-0529

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

**Beginning of Renewal Term:** September 1, 2019

**Expiration of Renewal Term:** August 31, 2024

**2. Defined Terms**

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

**3. Renewal**

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

**4. Compensation**

4.1. The monthly license fee shall be \$2,218.08 per month for the first license year of the Renewal Term and shall increase by a rate of three percent (3.00%) per year commencing upon the anniversary date of each remaining license year. The license fee 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. 9/1/2019 – 8/31/2020: \$26,616.93/year or \$2,218.08/month.
- 4.1.2. 9/1/2020 – 8/31/2021: \$27,415.44/year or \$2,284.62/month.
- 4.1.3. 9/1/2021 – 8/31/2022: \$28,237.90/year or \$2,353.16/month.
- 4.1.4. 9/1/2022 – 8/31/2023: \$29,085.04/year or \$2,423.75/month.
- 4.1.5. 9/1/2023 – 8/31/2024: \$29,957.59/year or \$2,496.47/month.

**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**

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*Intentionally Blank*

**City**

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

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

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

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

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

**Attest:**

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

**Approved as to Form:**

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

**Licensee**

**Alpha Media LLC**, a Delaware  
limited liability company

By: Lance Hawkins

Printed  
Name: Lance Hawkins

Title: SVP/GM

Date: 7/19/19

SW/ah  
8/22/19  
Item #18

# ATTACHMENT III

# 1<sup>st</sup> Amendment to License Agreement

(San Antonio RadioWorks, LLC which operates Translator K279AB)

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## 1. Identifying Information

**Licensee:** San Antonio RadioWorks, LLC

**Licensee's Address:** 8023 Vantage Drive, Suite 840  
San Antonio, Texas 78230  
Attn: John Barger

**License:** Purpose of operating and maintaining a radio broadcast translator K279AB and associated equipment at the Tower of the Americas.

**Ordinance Authorizing Original License:** 2014-08-07-0529

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

**Beginning of Renewal Term:** September 1, 2019

**Expiration of Renewal Term:** August 31, 2024

## 2. Defined Terms

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

## 3. Renewal

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

## 4. Compensation

4.1. The monthly license fee shall be \$2,218.08 per month for the first license year of the Renewal Term and shall increase by a rate of three percent (3.00%) per year commencing upon the anniversary date of each remaining license year. The license fee 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:

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- 4.1.2. 9/1/2020 – 8/31/2021: \$27,415.44/year or \$2,284.62/month.
- 4.1.3. 9/1/2021 – 8/31/2022: \$28,237.90/year or \$2,353.16/month.
- 4.1.4. 9/1/2022 – 8/31/2023: \$29,085.04/year or \$2,423.75/month.
- 4.1.5. 9/1/2023 – 8/31/2024: \$29,957.59/year or \$2,496.47/month.

**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**

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- 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*

**City**

**Licensee**

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

**San Antonio RadioWorks, LLC**

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

By: John Barger

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

Printed  
Name: JOHN BARGER

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

Title: PRESIDENT

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

Date: 7/17/2019

**Attest:**

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

**Approved as to Form:**

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