

City of San Antonio



AGENDA

City Council A Session

Municipal Plaza Building
114 W. Commerce Street
San Antonio, Texas 78205

Thursday, June 6, 2024

9:00 AM

Municipal Plaza Building

The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

9:00AM: Call to Order

Members of the public can comment on items on the agenda. To sign up to speak visit www.saspeakup.com. Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at www.saspeakup.com. VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

ACCESS STATEMENT

The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/gpa/LanguageServices>. Providing at least 72 hours' notice will help to ensure availability.

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit www.sanantonio.gov or call (210) 207-7080.

20.

2024-06-06-0395

Ordinance extending three antenna license agreements with Alpha Media, LLC, and San Antonio RadioWorks, LLC, effective September 1, 2024, through August 31, 2029, for a total of \$491,461.98 in license fees. Revenue will be deposited into the General Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 04/06/2025 07:56 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 20

Agenda Date: June 6, 2024

In Control: City Council A Session

DEPARTMENT: Center City Development & Operations

DEPARTMENT HEAD: John Jacks

COUNCIL DISTRICTS IMPACTED: District 1

SUBJECT:

The second renewal to the Tower of the Americas antenna license agreements

SUMMARY:

This ordinance authorizes two extensions to antenna license agreements with Alpha Media, LLC (Alpha Media) and one extension to the antenna license agreement with San Antonio RadioWorks, LLC (San Antonio RadioWorks) to extend the term of the agreements through August 31, 2029.

BACKGROUND INFORMATION:

Since 2014, the City has maintained a license agreement with San Antonio RadioWorks and two agreements with Alpha Media for operating and maintaining radio broadcast translators at the Tower of the Americas.

The current agreements include two, five-year renewal options. The initial term of each agreement was effective September 1, 2014 - August 31, 2019. The first renewal was from September 1, 2019 – August 31, 2024. This ordinance would authorize the second renewal term for the antenna license agreements, extending the term through August 31, 2029.

Licensees will pay an annual license fee of \$30,856.37 per agreement; this fee will increase as per the table below.

ISSUE:

Current agreements with Alpha Media and San Antonio RadioWorks expire August 31, 2024. This ordinance authorizes 5-year renewal of the existing agreements. Approval of these agreements is consistent with City policy to license with communication system providers under regulations established in section 35-385 of the City's Municipal Code.

ALTERNATIVES:

The City may elect not to approve the amendments, resulting in month-to-month leases; or the licensee removing equipment from the Tower of the Americas resulting in a loss of revenue to the City.

FISCAL IMPACT:

This ordinance authorizes two extensions to antenna license agreements with Alpha Media, LLC (Alpha Media) and one extension to the antenna license agreement with San Antonio RadioWorks, LLC (San Antonio RadioWorks) to extend the term of the agreements through August 31, 2029. Alpha Media and San Antonio RadioWorks will pay an annual license fee of \$30,856.37 per agreement; this fee will increase 3.00% annually, for a total of \$491,461.98 over the five-year period. All revenue generated for these agreements will be deposited in the General Fund. The total amounts to be collected by each license agreement during the renewal period are summarized below.

Term	Alpha Media K277CK	Alpha Media K296GK	San Antonio Radio Works K300DY (formerly K279AB)	Total
9/1/24 – 8/31/25	\$30,856.37	\$30,856.37	\$30,856.37	\$92,569.11
9/1/25 – 8/31/26	31,782.06	31,782.06	31,782.06	95,346.18
9/1/26 – 8/31/27	32,735.52	32,735.52	32,735.52	98,206.56
9/1/27 – 8/31/28	33,717.59	33,717.59	33,717.59	101,152.77
9/1/28 – 8/31/29	34,729.12	34,729.12	34,729.12	104,187.36
Total	\$163,820.66	\$163,820.66	\$163,820.66	\$491,461.98

RECOMMENDATION:

Staff recommends approval of the three amendments to antenna license agreements with Alpha Media, LLC and San Antonio RadioWorks, LLC to extend the term of the agreements through August 31, 2029.

**2nd Amendment to License Agreement
(Alpha Media which operates Translator K296GK)**

1. Identifying Information

Licensee:	Alpha Media, LLC, a Delaware limited liability company
Licensee's Address:	4050 Eisenhower San Antonio, Texas 78218 Attn: Market Manager/VP/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 1st Amendment:	2019-08-22-0654
Ordinance Authorizing 2nd Amendment:	
Beginning of Renewal Term: September 1, 2024	
Expiration of Renewal Term: August 31, 2029	

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 \$2,571.36 per month for the first license year of the Renewal Term and shall increase according to the table below, 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:

License Year	Annual License Fee	Monthly License Fee
9/1/24 - 8/31/25	\$30,856.37	\$2,571.36
9/1/25 - 8/31/26	\$31,782.06	\$2,648.51
9/1/26 - 8/31/27	\$32,735.52	\$2,727.96
9/1/27 - 8/31/28	\$33,717.59	\$2,809.80
9/1/29 - 8/31/29	\$34,729.12	\$2,894.09

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: Jeffery Caudell

Printed
Name: Jeffery S. Caudell

Title: Manager, Corporate Engineering

Date: 04/22/2024

**2nd Amendment to License Agreement
(Alpha Media which operates Translator K277CX)**

1. Identifying Information

Licensee:	Alpha Media, LLC, a Delaware limited liability company
Licensee's Address:	4050 Eisenhower San Antonio, Texas 78218 Attn: Market Manager/VP/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 1st Amendment:	2019-08-22-0654
Ordinance Authorizing 2nd Amendment:	
Beginning of Renewal Term: September 1, 2024	
Expiration of Renewal Term: August 31, 2029	

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

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9/1/27 - 8/31/28	\$33,717.59	\$2,809.80
9/1/29 - 8/31/29	\$34,729.12	\$2,894.09

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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: Jeffery Caudell

Printed
Name: Jeffery S. Caudell

Title: Manager, Corporate Engineering

Date: 04/22/20024

**2nd Amendment to License Agreement
(San Antonio Radio Works, LLC which operates Translator K300DY)**

1. Identifying Information

Licensee: San Antonio Radio Works, 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 K300DY (formerly K279AB) and associated equipment at the Tower of the Americas.

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

Ordinance Authorizing 1st Amendment: 2019-08-22-0654

Ordinance Authorizing 2nd Amendment:

Beginning of Renewal Term: September 1, 2024

Expiration of Renewal Term: August 31, 2029

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 \$2,571.36 per month for the first license year of the Renewal Term and shall increase according to the chart below, 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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9/1/27 - 8/31/28	\$33,717.59	\$2,809.80
9/1/29 - 8/31/29	\$34,729.12	\$2,894.09

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

San Antonio RadioWorks, LLC

By: John Barger

Printed
Name: JOHN BARGER

Title: MANAGING MEMBER

Date: APRIL 17, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alpha Media LLC
Portland, OR United States

Certificate Number:
2024-1155255

Date Filed:
05/01/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio, Center City Development & Operations Department (CCDO)

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

K277CK | K296GK
Tower leases

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alpha Media Holdings Inc	Portland, OR United States	X	

5 Check only if there is NO Interested Party.

☐

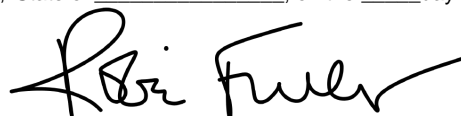
6 UNSWORN DECLARATION

My name is Robin Fuller, and my date of birth is 10/30/1977.

My address is 210 S Broadway Ave, Ste 100, Tyler, TX, 75117, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Contracts Disclosure Form

This form can be completed online at www.sanantonio.gov/ethics.
If form cannot be completed online, please print, complete and submit
with proposal. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

* This is a: ☐ New Submission ☐ Correction ☒ Update to previous submission

* 1) Name of person submitting this disclosure form.

*First Cameron *M.I S *Last Wallace Suffix

* 2) Contract Information

a) Contract or Project Name:

b) Originating Department:

* 3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city.
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Alpha Media LLC

b) Name and title of contract signatory

Lance Hawkins, Senior Vice President - Market Manager

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Bob Proffitt, Chief Executive Officer
John Grossi, Chief Financial Officer
Larry Bastida, Chief Operating Officer
Brian Spenner, Director
Michael Mazzola, Director
Michael Sellinger, Director
Jay Rosenberger, Director

*** 4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

If applicable, list below names and type of relationship (partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, officers of each entity):

Alpha Media USA LLC, a subsidiary of Alpha Media Holdings, Inc.

*** 5) List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☒ Subcontractors may be retained, but have not been selected at the time of this submission.

If applicable, list below subcontractors, including the name of the owner(s), and business name:

*** 6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

If applicable, list below names and type (attorneys, lobbyists, or consultants) retained to assist in seeking this contract:

*** 7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

If applicable, list below name of contributor; to whom; date; and amount:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

* 8) Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

If applicable, provide the conflict(s) of interest below:

* 9) Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☐ Yes ☒ No

If you answered Yes to any questions in Question 9, please list the name of the individual, name of board/commission, and start/end date of service (for each instance).

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgments

***1. Updates Required**

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***3. Contribution Prohibitions for "High-Profile" Contracts**

☒ This is not a high-profile contract.

If this is a high-profile contract please complete the following questions:

- ☐ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.
- ☐ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***4. Conflicts of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

***Print Name:** Cameron Wallace

***Signature:** _____



Title: Corporate Controller

***Date:** 5/1/2024

***Company Name or DBA:** Alpha Media LLC

This form can be completed online at www.sanantonio.gov/ethics.
If form cannot be completed online, please print, complete and submit with proposal. All questions must be answered.

If submitting via regular mail, send to:

Purchasing Department
P.O. Box 839966
San Antonio, Texas 78283-3966

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

San Antonio RadioWorks, LLC
San Antonio, TX United States

Certificate Number:
2024-1154596

Date Filed:
04/30/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

40006026
FM Translator Lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barger, John	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

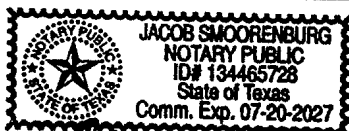
6 UNSWORN DECLARATION

My name is JOHN BARGER, and my date of birth is 07/24/1941.

My address is 34 MAJESTIC WAY, SAN ANTONIO, TX, 78257, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BEXAR County, State of TEXAS, on the 30 day of APRIL, 2024.
(month) (year)



John Barger

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF SAN ANTONIO

Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a:

☐ New Submission ☐ Correction ☒ Update to previous submission

1) Name of person submitting this disclosure form

* First

John

M.I.

W

* Last

Barger

Suffix

2) Contract Information

a) Contract or Project Name:

FM Translator Lease

b) Originating Department:

Center City Development Office

3) Disclosure of parties, owners, and closely related persons

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

San Antonio RadioWorks, LLC

b) Name and title of contract signatory

Name

Title

John Barger

Managing Member

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3

- ☒ **Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.**
- ☐ **Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:**

5) List any individuals or entities that will be subcontractors on this contract.

- ☒ **Not applicable. No subcontractors will be retained for this contract.**
- ☐ **Subcontractors may be retained, but have not been selected at the time of this submission.**
- ☐ **List of subcontractors, including the name of the owner(s), and business name:**

6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

- ☒ **Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**
- ☐ **List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:**

7) Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- ☒ **Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.**
- ☐ **List of contributions:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8) Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***9) Prohibited Interest in Contracts**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

☒ No

☐ Yes

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☒ No

☐ Yes

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgements***1. Updates Required**

☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***3. Contribution Prohibitions for "High-Profile" Contracts**

- ☒ This is not a high-profile contract.
- ☐ This is a high-profile contract.

***4. Conflicts of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

*** Your Name:**

John Barger

Title:

Managing Member

*** Company Name or DBA:**

San Antonio RadioWorks, LLC

Date:

4/30/2024

Please print completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL,
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.**

ORDINANCE

**APPROVING EXTENSIONS TO THREE ANTENNA LICENSE
AGREEMENTS WITH ALPHA MEDIA, LLC, AND SAN ANTONIO
RADIOWORKS, LLC, EFFECTIVE SEPTEMBER 1, 2024, THROUGH
AUGUST 31, 2029, FOR A TOTAL OF \$491,461.98 IN LICENSE FEES.
ALL REVENUE GENERATED FROM THESE AMENDMENTS WILL
BE DEPOSITED INTO THE GENERAL FUND.**

* * * * *

WHEREAS, since 2014, the City has maintained a license agreement with San Antonio RadioWorks and two agreements with Alpha Media for operating and maintaining radio broadcast translators at the Tower of the Americas; and

WHEREAS, the current agreements include two, five-year renewal options; and

WHEREAS, the initial term of each agreement was effective September 1, 2014 - August 31, 2019 with the first renewal from September 1, 2019 – August 31, 2024; and

WHEREAS, this ordinance would authorize the second renewal term for the antenna license agreements, extending the term through August 31, 2029; and

WHEREAS, licensees will pay an annual license fee of \$30,856.37 per agreement; **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 approve extensions to three antenna license agreements with Alpha Media, LLC, and San Antonio RadioWorks, LLC, effective September 1, 2024, through August 31, 2029, for a total of \$491,461.98 in license fees. All revenue generated from these amendments will be deposited into the General Fund.

SECTION 2. Funds received for this ordinance for license agreements will be deposited in Fund 11001000, Internal Order 219000000008 and General Ledger 4407712.

SECTION 3. 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 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 6th day of June, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney



City Council Agenda #20

Tower of the Americas Antenna License Renewals with Alpha Media and San Antonio RadioWorks Amendment #2

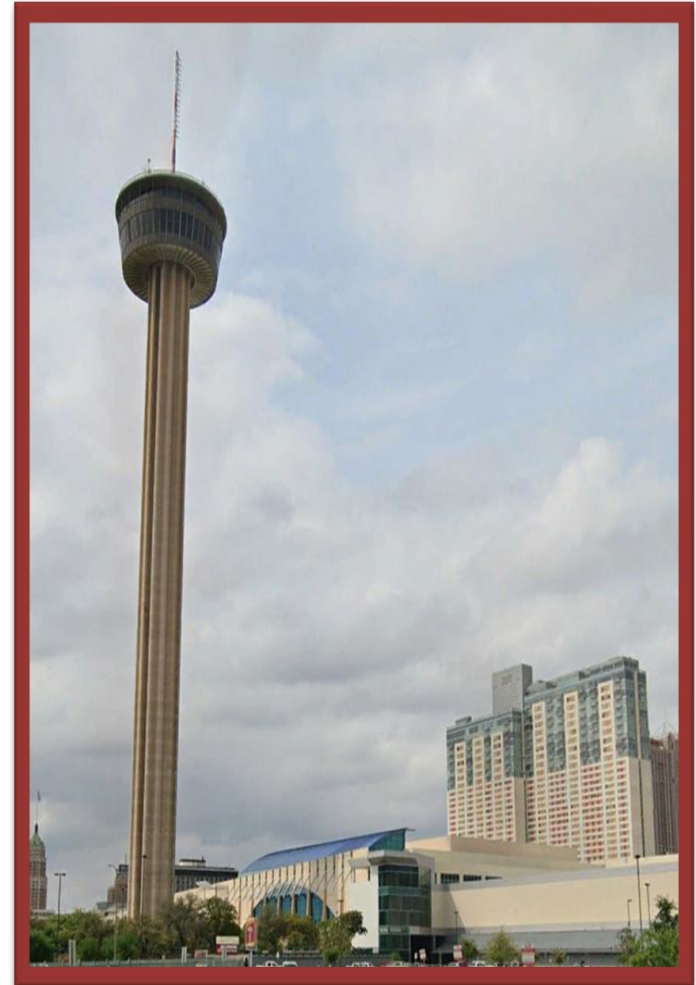
John Jacks, Director

June 6, 2024

Background



- In August 2014, Council approved license agreements with Alpha Media and San Antonio RadioWorks
- Agreements renewed in 2019. Current terms end August 31, 2024.
- This amendment will extend the terms an additional 5 years.



Rent Schedule



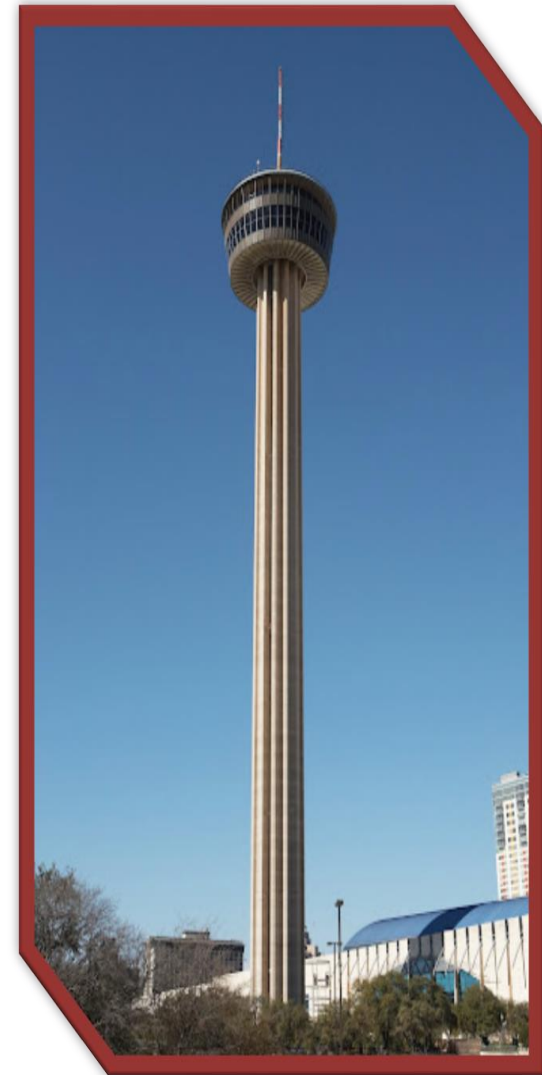
Year	Annual Amount per Agreement
1	\$30,856
2	\$31,782
3	\$32,735
4	\$33,717
5	\$34,729
Total	\$163,819

*\$491,462 total revenue generated as a result of the two five-year agreements.

Recommendation



- Staff recommends approval of the amendments to antenna agreements with Alpha Media and San Antonio RadioWorks to extend the term through August 31, 2029.





City Council Agenda #20



Tower of the Americas Antenna License Renewals with Alpha Media and San Antonio RadioWorks Amendment #2

John Jacks, Director

June 6, 2024