

ORDINANCE 2023-02-09-0082

**AUTHORIZING THE SECOND AMENDMENT OF THE TOWER OF  
THE AMERICAS ANTENNA LICENSE AGREEMENT, HELD BY MARY  
HELEN LOPEZ, TO ALLOW FOR AN ADDITIONAL 5-YEAR  
EXTENSION.**

\* \* \* \* \*

**WHEREAS**, Council approved a license agreement in February of 2013 with Mary Helen Lopez to operate and maintain a radio broadcast translator (antenna) and associated equipment at the Tower of the Americas; and

**WHEREAS**, Mary Helen Lopez is an individually licensed FCC radio broadcaster residing in Corpus Christi, TX and has been a licensee in good standing since the lease was executed in 2013; and

**WHEREAS**, Ms. Lopez applied for and received a license as an Individual FCC Broadcaster and was given frequency 93.3 FM for her antenna; and

**WHEREAS**, the antenna is currently subleased to and operated by iHeart Media (previously known as Clear Channel Media) as a country music station called "93.3 FM, The Bull."; and

**WHEREAS**, on March 1, 2018, City Council approved a license amendment to extend the term from March 1, 2018 to February 28, 2023 and update the rental rate to \$2,441.99 per month 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 designee, or the Director of the Center City Development and Operations Department or designee is authorized to execute the second amendment of the Tower of the Americas antenna license agreement, held by Mary Helen Lopez, to allow for an additional 5-year extension. A copy of the Second Amendment of the License Agreement is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** 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 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED this 9th day of February, 2023.**

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting February 9, 2023

**12.**

**2023-02-09-0082**

Ordinance extending the Tower of the Americas Antenna License Agreement with Mary Helen Lopez for an additional five years. The first year rental amount of \$33,971 will be deposited into the General Fund. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development & Operations]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

<b>Aye:</b>	Nirenberg, Bravo, McKee-Rodriguez, Castillo, Cabello Havrda, Courage, Perry
<b>Absent:</b>	Viagran, Rocha Garcia, Pelaez

## **EXHIBIT I**

## **Second Amendment to Tower of the Americas Antenna License Agreement (Mary Helen Lopez)**

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This Second Amendment to Tower of the Americas Antenna License Agreement (Agreement) is between Mary Helen Lopez ("Licensee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Second Amendment.

### **1. Identifying Information**

<b>Licensee:</b>	Mary Helen Lopez
<b>Licensee's Address:</b>	117 West Avenue D Robstown, TX 78380
<b>License:</b>	Purpose of operating and maintaining a radio broadcast translator and associated equipment at the Tower of the Americas.
<b>Ordinance Authorizing Original License:</b>	2013-02-21-0139
<b>Ordinance Authorizing First Amendment:</b>	2018-03-01-0158
<b>Ordinance Authorizing Second Amendment:</b>	
<b>Beginning of Renewal Term:</b>	March 1, 2023
<b>Expiration of Renewal Term:</b>	February 29, 2028

### **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 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:



Year	Term	Annual Amount	Monthly Amount
1	3/1/2023 - 2/29/2024	\$33,971.34	\$2,830.94
2	3/1/2024 - 2/28/2025	\$34,990.48	\$2,915.87
3	3/1/2025 - 2/28/2026	\$36,040.19	\$3,003.35
4	3/1/2026 - 2/28/2027	\$37,121.40	\$3,093.45
5	3/1/2027 - 2/29/2028	\$38,235.04	\$3,186.25

## 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**

**Mary Helen Lopez**

By: Mary Helen Lopez

Printed  
Name and  
Title: Clerk

Date: 1-16-23