# CITY OF SAN ANTONIO INTERDEPARTMENTAL MEMORANDUM AVIATION DEPARTMENT

TO:

Mayor and City Council

FROM:

Kevin C. Dolliole, Aviation Director

THROUGH: Terry M. Brechtel, City Manager

COPIES TO: Christopher J. Brady, Asset Management, Budget, Legal, Finance, and File

SUBJECT: Lease with PANACOM, Inc. dba VULCANAIRE at San Antonio International

Airport

DATE:

December 19, 2002

# **SUMMARY & RECOMMENDATION**

The proposed ordinance authorizes the execution of a lease at San Antonio International Airport with PANACOM, Inc. dba VULCANAIRE ("Vulcanaire") for ground and building space. The proposed lease is for an eight-month period commencing on October 1, 2002 and terminating May 31, 2003. The building will be used for aircraft maintenance and repair, warehousing of aerospace ground equipment and the storage of aircraft parts. The lease is for 10,299 square feet of ground space at a monthly ground rental of \$343.30 and 10,299 square feet of building space at a monthly building rental of \$944.08.

Staff recommends approval of this ordinance.

# **BACKGROUND INFORMATION**

Vulcanaire provides short notice maintenance to commercial airliners and transient general aviation corporate jets at the San Antonio International Airport, and currently has a workforce of approximately five fulltime employees representing an annual payroll of approximately \$185,000. The continuing expansion by Vulcanaire of its airport operations has resulted in the need for additional storage space, on a temporary basis, to be provided by the premises leased pursuant to the proposed ordinance. The building to be occupied pursuant to the proposed lease will be demolished in connection with the planned Terminal Expansion Project and the need to replace apron for aircraft parking. During this proposed interim lease, Vulcanaire will seek other permanent airport premises.

## **POLICY ANALYSIS**

The proposed ordinance is in keeping with Council policy as similar leases at the airport have been permitted in the past. Further, the proposed lease will assist a current airport tenant with its business growth.

# FINANCIAL DATA

Monthly ground rental will be \$343.30 (10,299 square feet times \$.40 per square foot equals \$4,119.60 annually divided by twelve) and monthly building rental of \$944.08 (10,299 square feet times \$1.10 equals \$11,328.90 annually divided by twelve.)

#### **COORDINATION**

This item has been coordinated with the Asset Management Department and the City Attorney's Office.

# **SUPPLEMENTARY COMMENTS**

The required City of San Antonio Discretionary Contracts Disclosures form completed by the proposed lessee is attached hereto.

## **SIGNATURES**

Kevin C. Dolliole Aviation Director

Christopher J. Brady Assistant City Manager

**APPROVED:** 

Terry M. Brechtel
City Manager

# City of San Antonio Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

## Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

from the city is required to disclose in connection with a proposal for	a discretionary contract:
(1) the identity of any individual who would be a party to the discre	tionary contract;
NA SA	
(2) the identity of any <b>business entity</b> that would be a party to	the discretionary contract:
and the name of:	
(A) any individual or business entity that would be a subcon- contract;	tractor on the discretionary
NA SA	
(B) any individual or business entity that is known to be a partner business entity, of any individual or business entity who discretionary contract;	•
NA SA	
(3) the identity of any <i>lobbyist</i> or <i>public relations firm</i> employed to discretionary contract being sought by any individual or business to the discretionary contract.	
NA	

<sup>&</sup>lt;sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

#### **Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NA		

**Disclosures in Proposals** 

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: DIRECTUR OF	Date:
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	VULCANAIRE	
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<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.