

**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

SUBJECT: Lease with Check-Six Aviation, Inc. for 10,222 square feet of ground space at Stinson Municipal Airport

DATE: August 28, 2003

SUMMARY AND RECOMMENDATIONS

The proposed ordinance authorizes the execution of a lease agreement with Check-Six Aviation, Inc. ("Check- Six") consisting of 10,222 square feet of ground space at Stinson Municipal Airport ("Stinson"). The proposed lease will commence on September 1, 2003 and will continue on a month-to-month basis, but will not extend beyond September 30, 2005. The lease is subject to termination upon a two-week written notice by either the City or leasee.

Check-Six currently has two leases at Stinson for Fixed Based Operations, flight training, and a self-fueling facility. Check-Six proposes to use the new leased premises as vehicle parking for its employees, customers and subtenants.

Approval is recommended.

BACKGROUND INFORMATION

Check-Six has operated at Stinson as a Fixed-Base Operator and flight school since September 1998 when City Council authorized an Assignment and Assumption Agreement between Excalibur Aviation Company and Check-Six. In February 1999, Check-Six acquired a second lease to operate an aboveground, 24-hour aircraft self-fueling facility at Stinson. Due to its continued growth, Check-Six seeks a third lease in order to accommodate the vehicle parking needs of its employees, customers and future subtenants.

POLICY ANALYSIS

The proposed ordinance is consistent with City Council policy for accommodating growth and expansion of the City's airport tenants/subtenants.

FISCAL IMPACT


Due to the gradual implementation of a new ground rental rate at Stinson Municipal Airport, the proposed lease will produce varying annual ground rentals. Annual revenue will be as follows: \$42.59 for one month in Fiscal Year 2003 (\$0.05/sq.ft./yr. X 10,222 sq. ft. / 12 months); \$715.54 for Fiscal Year 2004 (\$0.07/sq.ft./yr. X 10,222 sq. ft.); and \$919.98 for Fiscal Year 2005 (\$0.09/sq.ft./yr. X 10,222 sq. ft.).

COORDINATION

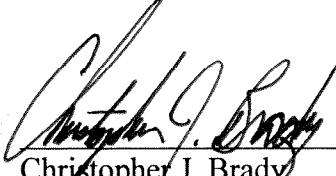
This item has been coordinated with the Asset Management Department and the City Attorney's Office.

SUPPLEMENTAL COMMENTS

The Discretionary Contracts Disclosure Form completed by Lessee is attached hereto.



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:

(1) the identity of any **individual** who would be a party to the discretionary contract:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

CHECK-SIX AVIATION

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

¹ 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.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

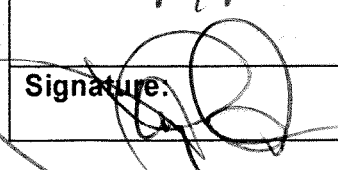
Political Contributions

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:
For Moonhouse	100 ⁰⁰	2/01

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 question² 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.

N/A		
Signature: 	Title: Pres	Date: 8/1/03

² 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.