

AN ORDINANCE 2014-10-02-0752

AUTHORIZING THE SALE OF A SURPLUS SAN ANTONIO POLICE DEPARTMENT 2000 SCHWEIZER N277DT MODEL 269D 0028 (SIKORSKY S333) HELICOPTER TO FINDLAY ENTERPRISES, LTD. FOR \$250,000.00.

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WHEREAS, the City engaged the services of Air Flite Inc., to market a surplus Schweizer N277DT model 269D 0028 (Sikorsky S333) helicopter; and

WHEREAS, Air Flite Inc. has presented an offer from Findlay Enterprises, Ltd. to purchase the helicopter for \$250,000.00; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Findlay Enterprises, Ltd. to purchase the City's surplus Schweizer N277DT model 269D 0028 (Sikorsky S333) helicopter for the sum of \$250,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is the purchase agreement. The City Manager, or her designee, is hereby authorized to execute all documents required to complete this sale.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 217000000099 and General Ledger 4903100.

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 passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 2nd day of October, 2014.



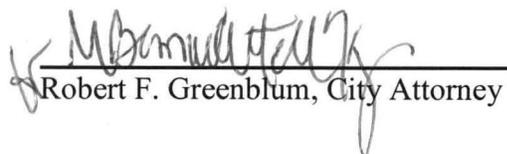
M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Robert F. Greenblum, City Attorney

Agenda Item:	30 (in consent vote: 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33)
Date:	10/02/2014
Time:	09:16:19 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the sale of a surplus San Antonio Police Department 2000 Schweizer N277DT model 269D 0028 (Sikorsky S333) helicopter to Findlay Enterprises, Ltd. for \$250,000.00. [Erik J. Walsh, Deputy City Manager; William McManus, Police Chief]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2	x					
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement is between the City of San Antonio, Texas, a home rule, hereinafter referred to as the "Seller," and Findlay Enterprises, LTD hereinafter referred to as the "Purchaser." Aircraft Broker will be Air Flite, Inc. hereafter referred to as the "Broker". Escrow agent will be Powell Aircraft Title, hereinafter referred to as the "Escrow Agent

Whereas the Seller agrees to sell and the Purchaser agrees to purchase 2000 Schweizer 269D, N277DT, Serial Number 0028, equipped per "Attachment A," hereinafter referred to as the "Aircraft

Now therefore, in consideration of the terms and conditions herein contained, the parties agree as follows:

Purchase Price: Purchaser will pay \$250,000.00 (Two Hundred Fifty Thousand Dollars and no cents).

Terms of Payment: Purchaser will place a deposit of \$25,000.00 (Twenty Five Thousand Dollars and no cents) into Escrow as per the instructions listed on "Attachment B". The Deposit is refundable if Seller fails to obtain approval from the San Antonio City Council to complete this transaction. If the San Antonio City Council approves this sale, the deposit becomes nonrefundable and the Seller will then complete the required inspections as per this agreement.

At closing, Purchaser will pay the balance of purchase price plus half of the escrow fees, \$225,500.00 (Two Hundred Twenty Five Thousand Five Hundred Dollars and no cents), to Seller through Escrow Agent, as per the instructions listed on "Attachment B". Escrow Fees for this sale are \$1,000.00 (One Thousand Dollars and no cents) and will be split between the Seller and Buyer.

Purchase Inspection: The Seller will complete a Fresh 24 Month, 600 Hour, Annual Inspection with all AD's and SB's complied with, all systems in an airworthy condition, a current Certificate of Airworthiness.

Delivery: Aircraft will deliver at San Antonio Police Helicopter Unit located in San Antonio, Texas after all inspections are completed.

Closing: Prior to closing, Seller will place two originals of a Bill of Sale for the Aircraft with Escrow Agent. Simultaneous upon the release of funds from escrow, the Bill of Sale, Aircraft, logbooks, all records will be released to Purchaser. Risk of loss will pass with title to the Aircraft.

Certificates and Taxes: Seller is responsible for all taxes and duties on the Aircraft up to the date of closing, including property taxes. Purchaser is responsible for all taxes and duties thereafter.

INITIALS: PURCHASER _____ J.F. SELLER _____

Title and Liens: Seller represents and warrants that it has good title to the Aircraft and that all necessary legal steps have been taken by Seller to authorize and complete transfer of title to Purchaser pursuant to this agreement. Seller further represents and warrants that the Aircraft is free of all liens and encumbrances upon sale and delivery to Purchaser and that the Seller agrees to defend Purchaser's title to the same. This warranty and covenant shall survive closing.

Acceptance of Condition of Aircraft: At the time of delivery Purchaser agrees to accept the Aircraft in an **AS IS - WHERE IS CONDITION WITHOUT WARRANTY OF ANY KIND AND SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE SELLER OR ITS EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SELLER'S OBLIGATIONS HEREUNDER, AND BUYER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.** The Seller represents and warrants that the aircraft records and logbooks are materially accurate and current.

Governing Law: Laws of the State of Texas shall govern this agreement and this Transaction and the parties further agree that venue for any matter relating to this agreement shall be in Bexar County, Texas.

Default: Upon failure of Purchaser, without default by Seller, to purchase the Aircraft by closing date, Seller may elect to cancel this agreement and retain the deposit as liquidated damages. The Seller retains the right to dispose of the Aircraft with no further liability in accordance with this agreement.

Upon failure of the Seller, without default of Purchaser, to comply with the terms of this agreement and deliver the Aircraft and accompanying documents as provided herein, with repairs completed as required herein, Purchaser may elect to cancel this agreement and the deposit will refunded in full.

Excusable Delay: The Seller and Purchaser shall not be liable for any failure or delay in performing any of its obligations hereunder caused by an act of God, the public enemy, strike or labor dispute, governmental regulation or priorities and force majeure not involving the fault or negligence of the Seller or Purchaser.

Assignability: This agreement shall not be modified or amended except by the mutual consent of the parties in writing.

Partial Illegality: If any one or more provisions of this agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

INITIALS: PURCHASER J.F. SELLER _____

Fax/Email Document: For the purposes of negotiating and finalizing this Aircraft Purchase Agreement, any document, including this Agreement, transmitted by fax or email herein called "Document", shall be treated in all manner and respects as an original document. The signature of any party on such a Document shall be considered for these purposes as an original signature. Any such Document shall be considered to have the same binding legal effect as an original document. At the request of either party, any such Document shall be re-executed by both parties in the original form. In consideration of the promises made and value received hereunder, the undersigned parties hereby agree that, after a document has been executed and transmitted by facsimile or email, neither party shall raise the use of a fax or email, or the lack of a document bearing an original signature, as a defense to this Agreement and forever waive such defense.

General: In all respects, time shall be of the essence in this agreement. This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns. This agreement supersedes all previous agreements, if any.

Signed, sealed and delivered this _____ day of _____ 2014.

PURCHASER:

Findlay Enterprises, LTD
1200 State Road 25 W
Lafayette, Indiana 47909

Signature Jeff Findlay
Title President / owner
Date 8-26-2014

SELLER:

City of San Antonio Texas

Signature _____
Title _____
Date _____

"ATTACHMENT A" To Aircraft Purchase Agreement
Dated 8th Day of August, 2014

2000 Schweizer 269D

Serial # 0028
Registration Number: N277DT
Total Time: 7642

Accessories:

High Skid Gear, L/H PIC, Vertical Card Compass, Dual Controls, Mesh Seats, Adjustable Landing Light, Digital Clock, Attitude Gyro, Vertical Speed Indicator, Electric OAT, Gill Lead Acid Battery, Map Light, King KT 76A Transponder, Two King KY196A Comm, ACK 30 Encoder, King KRA-10A Radar Altimeter, Triple Latch Doors, Fire Ext, Grey Floor Mat, Particle Separator, First Aid Kit, Engine Wash Kit, Flite Steps, Ground Handling Wheels, NAT Audio Panel, Pratt & Whitney Intellistart+.

INITIALS: PURCHASER J.F. SELLER _____

"ATTACHMENT B" To Aircraft Purchase Agreement
Dated 8th Day of August, 2014

WIRE TRANSFER INSTRUCTIONS

ESCROW AGENT'S ACCOUNT

Postal Address

Powell Aircraft Title Service Escrow
P.O. Box 19096
Oklahoma City, OK 73144

Fed Ex Address

Powell Aircraft Title Service Escrow
10005 S. Penn Suite A
Oklahoma City, OK 73159
Contact: Kim Thompson (405-685-4858)

Bank Instructions

Bank: Bank of America
Bank Address: 8901 South Western, Oklahoma City, OK 73159
ABA Routing Number: 026009593
Acct: Powell Aircraft Title Service - Escrow
Acct. No. 00-28680-48493

Special Instructions: Notify recipient upon receipt of funds
Reference: Schweizer N277DT

INITIALS: PURCHASER J.F. SELLER _____

"ATTACHMENT C" To Aircraft Purchase Agreement
Dated 8th Day of August 2014

AIRCRAFT ACCEPTANCE

REG: N277DT S/N # 0028 MAKE: Schweizer MODEL: 269D

Location: San Antonio Police Helicopter Unit City: San Antonio State: Texas

Date Delivered _____

Purchaser has inspected the Aircraft, all Aircraft documents, records and log books with regard to this transaction to its satisfaction. **Purchaser accepts delivery of the Aircraft in "as is - where is" condition.**

Please break escrow and fund the Seller.

Purchaser: _____

INITIALS: PURCHASER J.F. SELLER _____