



## Airport

**DATE:** May 28, 2024

**FROM:** Greg Haug, Airport Director

**ITEM:** Executive Air Taxi Corporation Development Agreement Amendment

**REQUEST:**

Consider an Executive Air Taxi Corporation (EATC) request to Amend its Development Agreement Hangar size from 260' x 120' to 280' x 120'.

**BACKGROUND INFORMATION:**

Executive Air Taxi Corporation (EATC) is one of two Fixed Base Operators (FBO) providing aeronautical services at the Bismarck Airport. The Commission approved entering into a development agreement with EATC on October 11, 2022 (Enclosure 1). The agreement spells out specific commitments by the Bismarck Airport to support the development. Those actions include entering into an amendment to the existing lease to add the new 260' x 120' hangar building, construction of an apron, reconfiguring a vehicle access gate, and associated actions such as extending existing parcel leases, fuel farm leases, and fueling permit to 30 years. The development agreement approved a 260' x 120' hangar. EATC has requested the Board approve a hangar size of 280' x 120' (Enclosure 2). EATC Chief Operating Officer Paul Vetter plans to attend the meeting to answer any questions the Board may have. Airport staff will also be available.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve the Executive Air Taxi Corporation request to amend its Development Agreement Hangar size from 260' x 120' to 280' x 120'.

**STAFF CONTACT INFORMATION:**

Tim Thorsen, Assistant Airport Director, 701-355-1806, [tthorsen@bismarcknd.gov](mailto:tthorsen@bismarcknd.gov)

**ATTACHMENTS:**

1. EATC Development Agreement
2. EATC request letter dated May 6, 2024



### CONTRACT REVIEW FORM

Contract between the City of Bismarck and Executive Air Taxi Corporation (EATC)

Purpose of Contract: Development Agreement to Construct a hangar

Contract Amount: NA

Contract Period: when signed through October 31, 2025

Department: Airport Budget Number (if applicable): NA

Revenue / Funding Source: NA Project Number: NA

Comments: This Development Agreement is on the October 11, 2022 agenda. The purpose of the agreement is to construct a hangar. The agreement spells out specific commitments by EATC and Bismarck Airport.

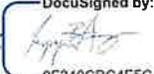
Please check all that apply:

- Regular Contract Review       Change Order
- Grant Funded       Subrecipient/Vendor Determination
- IT / GIS-Related
- Mayor's Signature Only
- Commission Approval and Mayor's Signature
- Attestation of Mayor's Signature

Procurement Attached:

- Three Quotes
- RFP/RFQ/Bids
- Cooperative Agreement/  
State Contract

**APPROVALS:**

Department Director  DocuSigned by:  
9F240CBC4F5C4A5

Date: October 5, 2022

Grants Coordinator (if needed)

Date:

Comments:

IT/GIS (if needed)

Date:

Comments:

City Attorney  DS  
Comments: OK

Date: October 5, 2022

Finance Director  DS  
Comments: OK

Date: October 5, 2022

Administrator  DS  
Comments: OK

Date: October 6, 2022

## **DEVELOPMENT AGREEMENT**

The City of Bismarck (the “City”), and Executive Air Taxi Corporation, (“EATC”) make the following Development Agreement for construction of one hangar building between the summer 2024 through October 31, 2025. Construction of buildings generally as depicted in Enclosures to this document.

### **Development Summary and Timeline**

The purpose of this agreement is for a hangar expansion in a parcel North of Hangar 48C replacing the existing Hangar Building 38 (Former Waypoint/Fargo Jet hangar). A 260 foot by 120 foot hangar will be constructed in 2024-2025 following demolition of Hangar 38. Construction of parking and apron are part of this development.

### **Building**

#### **EATC Responsibilities**

The following items 1-11 below will be accomplished and paid for by EATC.

1. Sign a new lease agreement prior to starting the construction of new hangar. Lease may be the name of a holding/investment entity. Lease language will include the 50 feet of concrete apron, in front of lease space measured from the front of each building on the parcel as an additional “maintenance area”. Lease language will require EATC to pay maintenance costs on the apron “maintenance area”. City will conduct the maintenance. Determination for the need for maintenance is at the sole discretion of the City.
2. Provide an Exhibit A, drawing of the Leased Premises.
3. Provide information to the City as requested supporting associated environmental actions conducted by the City.
4. Coordinate Plat work. Obtain lot modification approval from Community Development.
5. Submit airspace study to OEAAA site. <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
6. Provide a site plan and submit it to the Airport for review prior to submission to the Community Development Department. The exact boundary description of the site plan will be determined upon completion of the survey of the area. The site plan will include details of storm sewer, sanitary sewer, water, landscaping, parking, and other items as required by Community Development and City Engineering in the Site Plan Review and Approval process.

7. Complete a grading plan of the Leased Premises for Airport approval and perform grading pursuant to the approved plan as required for appropriate drainage of the Leased Premises.
8. Obtain all permits and approvals necessary to construct the new hangar.
9. Demolish hangar building 38 and prep site for hangar construction starting November 1, 2023.
10. Construct a 31,200 square foot hangar building (hangar 6D) suitable for commercial aeronautical uses on the Leased Premises before end of CY 2025 (Enclosure 1).
11. Provide as built of building, sanitary sewer, storm sewer, water electrical, cable, parking lot, sidewalks, and other items added as a result of the Hangar Development to the City. Three (3) as built in CAD latest version distributed to City Engineering, City GIS, and Airport. One paper copy of as built to Bismarck Airport.

## **City Responsibilities**

Items 1-4 below will be accomplished by and paid for by the City.

1. Engage a consulting Engineer who will complete a survey of the Leased Premises and provide building corner locations and corner elevation to EATC.
2. Review and coordinate site plan and plat modification and Exhibit A., with EATC.
3. Prepare new Lease Agreement and/or an amendment to the Hangar 48 complex lease. Lease/amendment start date for reconfigured parcel shall be November 1, 2023. New building leases or amendment will have term of 30 years from November 1, 2023.
4. Complete Environmental Action (CATX).

## **Water Service**

### **EATC Responsibilities**

The following item 1 below will be accomplished and paid for by EATC.

1. Install a new water service line in compliance with City Code to the new hangar building. The connection point shall be on the water main along Eclipse Way as specified by the City. This installation shall be accomplished by and paid for by EATC. If EATC does not utilize the existing connection point (if applicable) and the City determines the existing connection point needs to be abandoned, EATC will be responsible for properly abandoning the existing connection point per the City's requirements.

## **City Responsibilities**

Items 1 below will be accomplished by and paid for by the City.

1. Install a hydrant if required by code.

## **Sanitary Sewer**

### **EATC Responsibilities**

The following item 1 below will be accomplished by EATC.

1. Install sanitary sewer connection meeting city code from sewer main along Eclipse Way to the new hangar building. This installation shall be accomplished by and paid for by EATC. If EATC does not utilize the existing connection point (if applicable) and the City determines the existing connection point needs to be abandoned, EATC will be responsible for properly abandoning the existing connection point per the City's requirements.

### **City Responsibilities**

None.

## **Street/Ramp/Lighting Improvements**

### **EATC Responsibilities**

The improvements described in items 1-7 will be accomplished by and paid for by EATC.

1. Provide a seven-foot concrete ramp section to connect the new hangar building to the City constructed ramp. Maintain the concrete strip.
2. Provide building mounted light fixtures to provide lighting for the entire length of the building on the apron side and extending 50 feet out from the building. Required lighting levels within this area are a minimum average of 3 footcandles and a uniformity ratio of 4:1 (average to minimum). Light fixtures used are to be low-glare, cut-off type fixtures. Provide documentation to the City's Consulting Engineer that includes proposed light fixture product cut sheets and lighting calculations confirming required lighting levels.
3. Install all electric, gas, cable, phone or other utility connections not covered by this Development Agreement to the new hangar building.

4. Install sidewalk, parking, green space improvements as required on the approved site plan. Parking provided shall also include temporary replacement of building 22 parking stalls lost to accommodate the EATC hangar building parcel. Temporary paved parking lot shall be on the North West end of the new hangar and have a sidewalk connecting to Building 22 and a connection to Eclipse Way. The temporary parking lot shall replace all parking stalls lost in existing parking or the number of temporary stalls required by Community Development if the number needed is determined to be greater. Permanent hangar parking may include a continuous lot from the North end of the new building behind Building 48C and joining to existing parking behind Building 48B.
5. Install permanent fence in between hangar and adjacent hangar buildings. Install temporary fence to accommodate construction of hangar building.
6. Pay for 50% of the cost of the first 43 feet of apron constructed by the City in front of the leased parcel for new hangar building.
7. Install necessary modifications to maintain power and utilities to Building 22 until demolished.

### **City Responsibilities**

The improvements described in items 1-4 below will be accomplished by and paid for by the City.

1. Remove/replace any Street lights and power poles necessary to accommodate the new hangar.
2. Install apron in front of the new hangar building. Install apron from the edges of existing apron in front of the new hangar building when constructed. City is not responsible for seasonal differential movement between EATC concrete (first 7 feet), and concrete apron installed by the City.
3. Install keycard-controlled access Gate to replace Gate #35. Construct paved approach to replacement gate.

## **Extension of Fuel Farm Lease and Fueling Permit**

### **EATC Responsibilities**

The improvements described in items 1 below will be accomplished and paid by EATC.

1. Sign an amendment extending the Fuel Farm lease matching term of new hangar building.

### **City Responsibilities**

The improvements described in items 1 below will be accomplished by and paid for by the City.

1. Extend Fuel Farm ground lease and fuel farm permit to mirror new hangar Building term.

## **Amend parcel lease for building 48, 48B and 48C**

### **EATC Responsibilities**

The improvements described in items 1 will be accomplished by EATC.

1. Agree to amend parcel leases for building 48, 48B and 48C to include the 43 feet of concrete apron, in front of lease space (lease includes first 7 feet of apron) measured from the front of each building on the parcel as an additional "maintenance area" (total of 50 feet). Amendment language will require EATC to pay maintenance costs on the apron "maintenance area". City will conduct the maintenance. Determination for the need for maintenance is at the sole discretion of the City.

### **City Responsibilities**

The improvements described in items 1 and 2 below will be accomplished by the City.

1. Amend parcel leases for building 48, 48B and 48C to add maintenance areas as described in EATC responsibilities above.

## **Coordination Items**

### **EATC Responsibilities**

Completion of site plan for new hangar.

Secure Site plan and Lot Modification approval from Community Development.

Submit OEAAA airspace study and receive approval.

Delivery of Exhibit A and B to City for building lease/lease amendment

Approve/sign leases and amendments.

Submit requested information needed by City for environmental submission (CATX)

Demolition of Building 38

Construction of hangar building, temp parking, permanent parking, and sidewalks.

Payment of 50% of the first 43 feet of apron cost constructed by City.

### **City Responsibilities**

Engage Consulting Engineer

Coordinate grant funding

Provide building survey information to EATC. (Corners of building and finished floor elevation)

Submit Environmental (CATX)

Review of plat changes and site plan

Provide draft then final Lease amendment to EATC for new building.

Provide Lease Amendment for Building 48, 48B, 48C.

Coordinate approval actions with Board of City Commissioners

Ramp, utility and gate bids

Construction of Ramp & utilities under ramp.

The target dates shown in this document as City responsibilities are subject to circumstances beyond the City's control (such as completion of Environmental approvals and funding approvals by FAA and ND Aeronautics Commission). The target dates shown in this document as EATC responsibly are subject to circumstances beyond EATC's control.

EATC agrees that if the hangar development does not proceed, EATC will reimburse the City for all of the consulting engineering costs directly related to and expended by the City's obligations under this Development Agreement, excepting survey costs.

Whether or not the City endeavors to do the work under this Agreement is contingent upon the City's ability to obtain all of the easements or dedications necessary to complete the project. The parties agree that this agreement supersedes any prior agreements with respect to this area to the extent that this Agreement may conflict with any prior agreements. All other provisions of those prior agreements remain in effect.

This Development Agreement shall bind the parties, their successors, assigns and heirs.

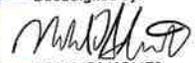
Dated this 4<sup>th</sup> day of Oct, 2022.



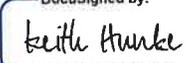
John Miller, CEO  
Executive Air Taxi Corporation

October 12, 2022

Dated: \_\_\_\_\_

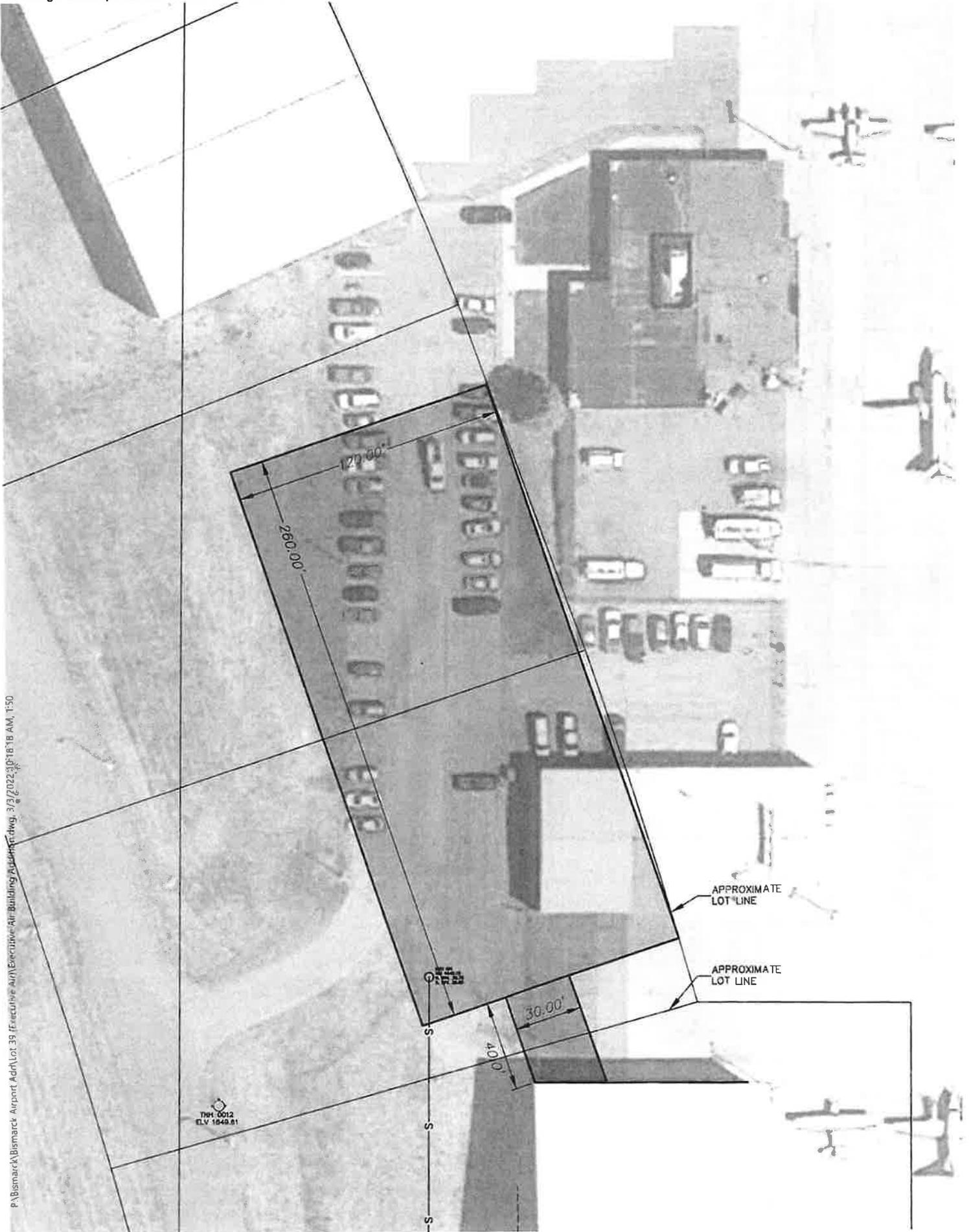
DocuSigned by:  
  
DB23347C43514E9

Michael T. Schmitz, President,  
Board of City Commissioners

DocuSigned by:  
  
D7FD22CCD603470

Attest  
Keith J. Hunke  
City Administrator

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## Bismarck Airport

**DATE:** October 4, 2022

**FROM:** Gregory Haug, Airport Director

**ITEM:** Consider a Development Agreement with Executive Air Taxi Corporation.

**REQUEST:**

Consider a Development Agreement with Executive Air Taxi Corporation.

Please place this item on the October 11, 2022, City Commission meeting agenda.

**BACKGROUND INFORMATION:**

Executive Air Taxi Corporation (EATC) is one of two Fixed Base Operators (FBO) providing aeronautical services on Bismarck Airport. EATC desires to enter into a development agreement with the City. The purpose of the agreement is for a hangar expansion in a parcel North of Hangar 48C replacing the existing Hangar Building 38 (Former Waypoint/Fargo Jet hangar). A 260 foot by 120 foot hangar would be constructed in 2024-2025 following demolition of Hangar 38 (Enclosure 1). Construction of parking and apron are part of this development.

Terms and language in this development agreement are similar to the development agreement recently approved by the Board with Simson Holding Company. This agreement would commit EATC to demolish Hangar 38 and prep the site for construction of a hangar, provide temporary and permanent parking, participate in apron costs as well as other associated actions. The Development Agreement states that EATC will participate in 50% of the initial costs of the first 43 feet of new apron in front of the new hangar buildings and we are proposing that the Airport participate in the other 50%. The estimated cost for the first 43 feet of apron in front of the hangar is approximately \$400,000. The Airports proposed share of \$200,000 will be funded with Airport and possible State funds. The lease language will require EATC to pay maintenance costs of a new "apron maintenance area" moving forward in front of all existing leased areas. The Airport will still determine when and how to conduct the maintenance in this new "apron maintenance area". The determination of need for maintenance is at the sole discretion of the Airport.

The agreement spells out specific commitments by Bismarck Airport to support the development. Those actions include entering into an amendment to the existing lease to add the new 260 foot x 120 foot hangar building, construction of apron, reconfiguring a vehicle

access gate and associated actions such as extending existing parcel leases, fuel farm lease and fueling permit to 30 years. Apron beyond the 50 feet will be funded with a combination of Federal, State and Airport funds in a planned project – Expand GA Apron Phase 6.

The terms for future development agreements may be reconsidered by the Airport on future developments based on FAA and State rules for funding participation.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve the Development Agreement with EATC at Enclosure 2.

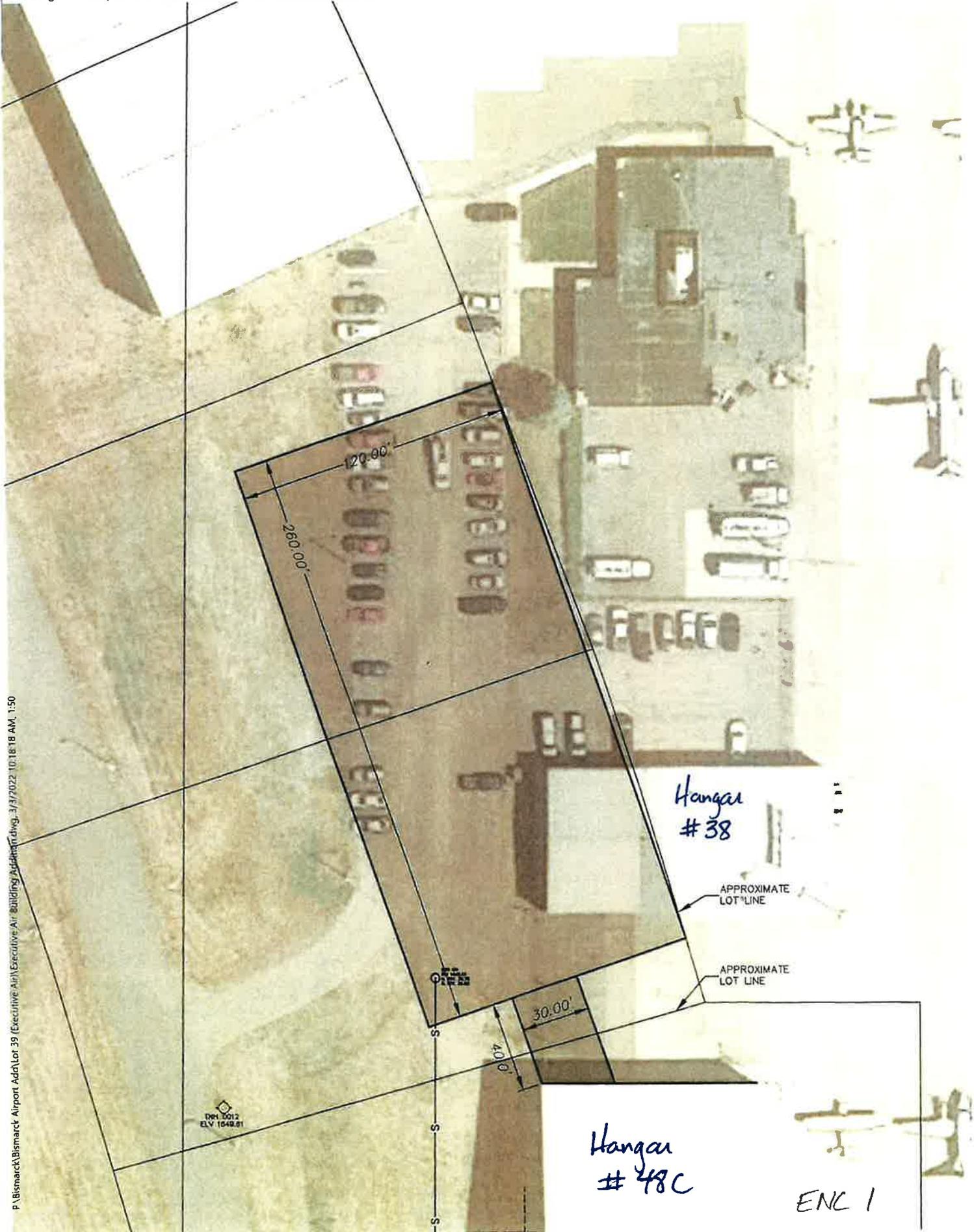
**STAFF CONTACT INFORMATION:**

Greg Haug | Airport Director | 701-355-1808 | ghaug@bismarcknd.gov

Enclosure

1. Diagram.
2. Development Agreement.

P:\Bismarck\Bismarck Airport Add\Lor 39 (Executive Air)\Executive Air\Building Addition.dwg, 3/3/2022 10:18:18 AM, 1:50



Hangar #38

APPROXIMATE LOT LINE

APPROXIMATE LOT LINE

Hangar #48C

ENC 1

# DEVELOPMENT AGREEMENT

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## **City Responsibilities**

The improvements described in items 1 and 2 below will be accomplished by the City.

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## **Coordination Items**

### **EATC Responsibilities**

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Secure Site plan and Lot Modification approval from Community Development.

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EATC agrees that if the hangar development does not proceed, EATC will reimburse the City for all of the consulting engineering costs directly related to and expended by the City's obligations under this Development Agreement, excepting survey costs.

Whether or not the City endeavors to do the work under this Agreement is contingent upon the City's ability to obtain all of the easements or dedications necessary to complete the project. The parties agree that this agreement supersedes any prior agreements with respect to this area to the extent that this Agreement may conflict with any prior agreements. All other provisions of those prior agreements remain in effect.

This Development Agreement shall bind the parties, their successors, assigns and heirs.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Miller, CEO  
Executive Air Taxi Corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael T. Schmitz, President,  
Board of City Commissioners

Attest \_\_\_\_\_  
Keith J. Hunke  
City Administrator

**Certificate Of Completion**

Envelope Id: 6AF7BE006A7F487B8E35A4812166CE42  
Subject: DocuSign: EATC Development Agreement  
Source Envelope:  
Document Pages: 19  
Certificate Pages: 2  
AutoNav: Enabled  
Enveloped Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Timothy Thorsen  
221 N 5th Street  
Bismarck, ND 58501  
tthorsen@bismarcknd.gov  
IP Address: 165.234.252.235

**Record Tracking**

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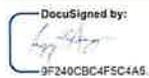
Holder: Timothy Thorsen  
tthorsen@bismarcknd.gov

Location: DocuSign

**Signer Events**

Gregory Haug  
ghaug@bismarcknd.gov  
Airport Director  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Uploaded Signature Image  
Using IP Address: 165.234.252.235

**Timestamp**

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Signed: 10/5/2022 10:07:40 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Janelle Combs  
jcombs@bismarcknd.gov  
City Attorney  
City of Bismarck  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.11

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dmitriy Chernyak  
dchernyak@bismarcknd.gov  
City of Bismarck  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.11

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

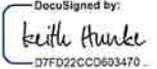
Keith Hunke  
khunke@bismarcknd.gov  
City Administrator  
Administrator  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.11

Sent: 10/5/2022 4:51:56 PM  
Viewed: 10/6/2022 8:18:04 AM  
Signed: 10/6/2022 8:18:23 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Jason Tomanek jtomanek@bismarcknd.gov Asst City Administrator City of Bismarck Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 165.234.252.11</p>	<p>Sent: 10/6/2022 8:18:37 AM Viewed: 10/11/2022 5:24:50 PM Signed: 10/11/2022 5:24:52 PM</p>
<p>Michael T Schmitz mschmitz@bismarcknd.gov President Board of Commissioners/Mayor City of Bismarck Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p> Signature Adoption: Drawn on Device Using IP Address: 174.213.245.220 Signed using mobile</p>	<p>Sent: 10/11/2022 5:25:03 PM Viewed: 10/12/2022 7:25:51 AM Signed: 10/12/2022 7:26:06 AM</p>
<p>Keith Hunke khunke@bismarcknd.gov City Administrator Administrator Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p> Signature Adoption: Pre-selected Style Using IP Address: 165.234.252.11</p>	<p>Sent: 10/12/2022 7:26:16 AM Viewed: 10/12/2022 7:58:00 AM Signed: 10/12/2022 7:59:15 AM</p>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<p><b>Carbon Copy Events</b></p> <p>Fiscal Services fiscalservices@bismarcknd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p>	<p>Sent: 10/12/2022 7:59:19 AM</p>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<p><b>Envelope Summary Events</b></p> <p>Envelope Sent Certified Delivered Signing Complete Completed</p>	<p><b>Status</b></p> <p>Hashed/Encrypted Security Checked Security Checked Security Checked</p>	<p><b>Timestamps</b></p> <p>10/4/2022 6:58:28 PM 10/12/2022 7:58:00 AM 10/12/2022 7:59:15 AM 10/12/2022 7:59:19 AM</p>
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>



May 6, 2024

Mr. Greg Haug  
Airport Director  
Bismarck Municipal Airport  
PO Box 991  
Bismarck, ND 58502

Dear Mr. Haug:

I am writing to request a change to the already approved development agreement's hangar size from 120' X 260' to 120' X 280'.

Executive Air Taxi Corporation has been requesting and needing to build a large hangar at the Bismarck Airport for years. We watched while others have built hangars. We need this hangar for ourselves and to meet customer demand.

Our proposed hangar will be the largest single span hangar in the upper Midwest. It will maximize the land lease footprint available at the proposed site, and it will maximize not only the lease revenue income for the airport but also increase the property value tax base.

The Bismarck Airport staff has worked hard for many decades on a master plan to develop the entire layout of the GA ramp area, this building project is part of that plan. It will replace our small and outdated hangar #38 and further modernize the amenities at the Bismarck Airport.

Executive Air Taxi Corporation has been a tenant at the Bismarck Airport for over 50 years and is locally owned and operated. We provide executive charter services (turboprop and jet), EMS air ambulance fixed wing and helicopter services, aircraft maintenance, avionics sales and service, parts and accessories, custom upholstery, flight training and aircraft rental, aircraft refueling and complete 24 hour service, aircraft management and more.

I look forward to your response.

Sincerely,

A handwritten signature in black ink that reads 'Paul Vetter'. The signature is written in a cursive style with a large initial 'P'.

Paul Vetter, COO

