



## **INVITATION TO BID for Sale of Aircraft Hangar and Improvements Located at 3302 Airport Road**

The HELENA REGIONAL AIRPORT AUTHORITY (Authority) invites submission of sealed bid proposals for the sale of the aircraft hangar and related improvements located at 3302 Airport Road, Helena, Montana. The sale includes a 70X100 steel aircraft hangar including adjacent offices, restrooms and other improvements, currently owned by the Authority. The buildings and improvements will be sold "As Is, Where Is" without any warranty of condition or otherwise. Title will be transferred to the successful bidder by bill of sale. The successful bidder must enter into a long-term ground lease, in a form acceptable to the Authority, for the Airport property under and adjacent to the buildings.

The hangar and improvements are restricted by federal law and the ground lease to aviation uses only and cannot be used for any non-aeronautical use. Aviation uses include non-commercial storage of aircraft or commercial aviation business activities if the facility and business plan meet the airport's Minimum Standards for Aviation Businesses.

The bid and award process and terms and conditions for the sale and purchase of the buildings are specified in and subject to the Airport Hangar Sale Packet/Bid Terms, Conditions and Instructions (Packet). The complete Packet, including the Bidder Response Form, may be downloaded here: <https://helenairport.com/hangar-information/>.

One (1) hard copy of the completed and signed Bidder Response Form must be received in a sealed envelope in the Helena Regional Airport Administration Office located in the Airport Terminal Building, 2850 Mercer Loop, Helena, MT 59602. **The deadline for bid submission is 2:00 p.m., February 12, 2025.** Bids received after such time will be returned unopened and will not be considered. The Helena Regional Airport Authority will publicly open all bids received by the submission deadline. Formal consideration of bid award will occur on the agenda of the Airport Authority Board on Tuesday February 18, 11:30 a.m. The Authority will determine which, if any, bidder will be awarded the sale (the "successful bidder"). The Authority reserves the right to reject any or all bids, waive any irregularity in the bids, make no award and/or not sell the hangar and improvements for any reason. The Airport Authority reserves the right to select the proposal that is in the best interest of the Airport and to negotiate the sale price with one or more bidders.

The successful bidder will be required to deposit with the Authority, within three (3) business days after award, a cashier's check or money order payable to the Helena Regional Airport Authority in the amount of 10% of the bid amount (purchase price) as earnest money, and close on the sale, including execution of the ground lease, within 45 days of the Authority's

acceptance of the bid. The deposit will be held by the Authority pending closing and applied to the purchase price upon closing. The balance of the purchase price will be due in full in cash (or cash equivalent) at closing. The earnest money will be refunded in full in the event that the sale fails to close for reasons beyond the control of the successful bidder. If the sale fails to close for reasons not beyond control of the successful bidder, the earnest money will be retained by and forfeited to the Authority. If the sale to purchaser fails to close, the Authority may award/negotiate the sale to another bidder or re-advertise the sale.

**A pre-bid meeting for interested bidders to view the building and improvements will be held Wednesday January 15 at 10:00 a.m. onsite at 3302 Airport Road.** For more information contact Jeff Wadekamper, Airport Director, at 406-442-2821 or [jwadekamper@helenairport.com](mailto:jwadekamper@helenairport.com).

[December 16, 2024]



# Aircraft Hangar Sale Packet

## Bid Terms, Conditions and Instructions

Invitation To Bid for Sale of Aircraft Hangar  
and Improvements Located at 3302 Airport Road

The HELENA REGIONAL AIRPORT AUTHORITY (“Authority”) has invited submission of sealed bid proposals for the sale of the aircraft hangar and related improvements located at 3302 Airport Road, Helena, Montana. This Aircraft Hangar Sale Packet (“Packet”) constitutes the bid terms, conditions and instructions for the bid award process and sale (“Bid Terms Conditions and Instructions”) and provides interested bidders with detailed information regarding the hangar buildings and improvements to be sold. The descriptions of the hangar, improvements and related property included herein are provided for informational purposes and shall not be deemed representations or warranties by the Authority.

### DESCRIPTION

The Authority is selling an aircraft storage hangar and its associated structures and improvements (“Hangar”) located on land leased from the Authority at 3302 Airport Road in Helena, Montana through a competitive bid process. At the November 19, 2024 Airport Authority Board Meeting, the Authority declared that the hangar and its associated structures and improvements are excess to the Authority’s needs, and authorized their sale under the Authority’s policies for sale of property. The sale will **not** include the land on which the Hangar is located. The Hangar will be transferred to and owned by the successful bidder as personal property, and the new owner will be required to enter into an airport hangar ground lease with the Authority as part of the transaction. This Packet provides more information about this unique opportunity. Additional information regarding the Helena Regional Airport is included below.

### WHAT IS INCLUDED IN THE SALE

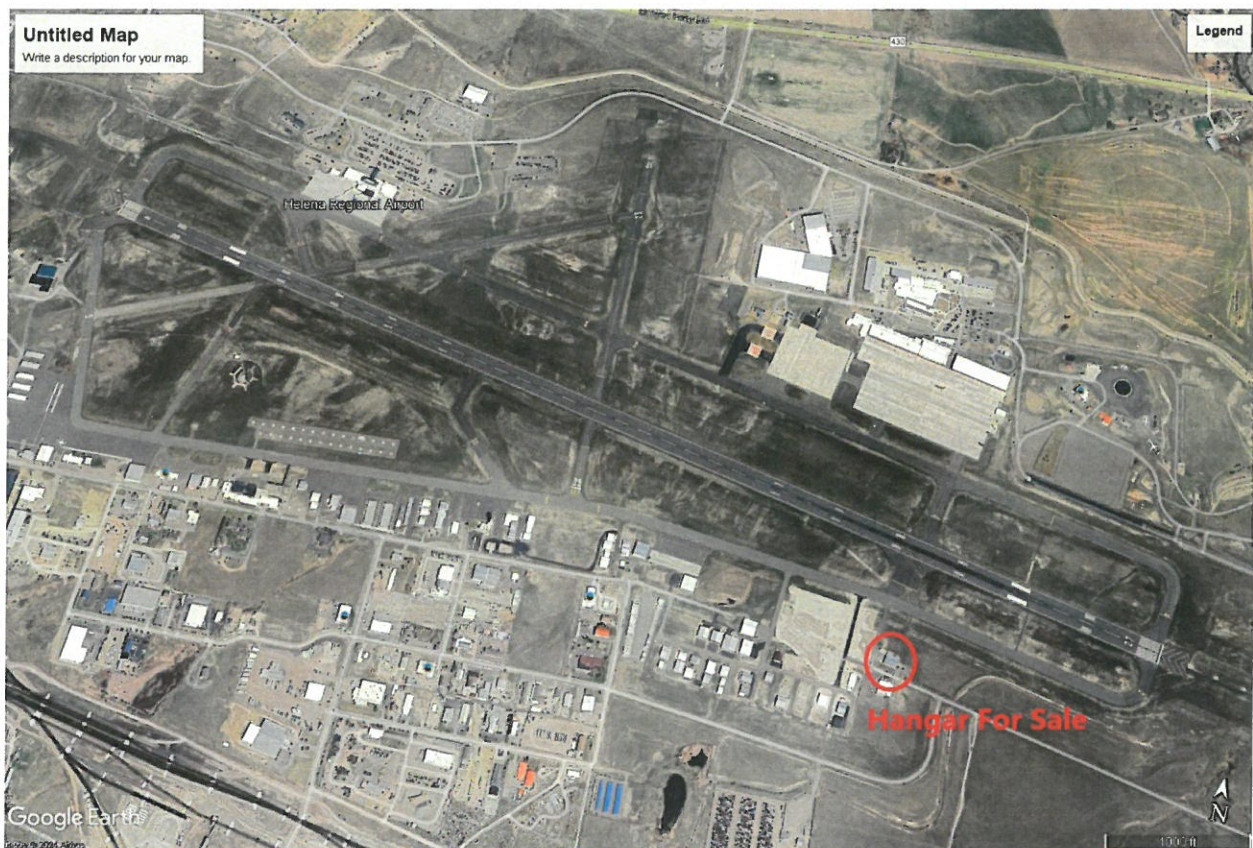
The sale includes 8,800 square feet total of building floor space including:

- A steel frame 7,000 square foot (70’ wide X 100’ long X 14’ tall) heated hangar with concrete floor, 44’ 10” wide X 9’ 8” high bi-fold door, and 9’ wide X 10’ high overhead garage door along with other associated building additions and an adjacent outbuilding.
- 2 restrooms – one in the main hangar building and a second in the adjacent office/outbuilding
- Electric/natural gas heating system

- The buildings and improvements are being sold “as is” with no inspection or other contingencies, and no improvements to be made by the Airport Authority. The successful bidder/lessee will be solely responsible for 100% of any costs to repair, improve, expand, or bring the buildings and improvements up to code.

The hangar is served by City water and an on-site septic system. The new owner will be solely responsible for all utilities, including but not limited to electricity, natural gas and telephone. The required airport hangar ground lease provides access to airport amenities including a paved apron and taxi lane connecting to the airfield system. The ground lease also includes a gravel vehicle parking area and public-side access.

The Hangar and grounds are shown in the following aerial and ground photos:







## **REQUIREMENTS / USE**

- Use of the hangar and outbuildings must be for aviation uses only, no non-aeronautical uses allowed per Airport/Federal Aviation Administration Hangar Use Policy and Federal Grant Assurances.
- Commercial aviation business/activity may be approved by the Helena Regional Airport Authority if owner/lessee submits an application to demonstrate how they can perform commercial aviation business/activities and meets all applicable requirements including Airport Minimum Standards, local, State, and Federal rules, building and codes and ordinances.
- No residential use.
- No non-aeronautical use.
- Additional requirements and restrictions are contained in the airport hangar ground lease.

## **AIRPORT LAND LEASE REQUIREMENT**

The successful bidder will be required, as a condition of the sale closing and transfer of the Hangar, to enter into an airport hangar ground lease in substantially the form shown in the sample lease template included in this Packet as Exhibit C. The ground lease will require that the owner pays for all land used for this facility, including land under buildings and adjacent aircraft parking aprons, vehicle parking, septic fields, wells, etc.

Terms - Airport hangar ground leases are for 20-year initial terms with 5-year renewals.

Land Lease Rates - As of fiscal year 2025 (July 1, 2024 – June 30, 2025), aviation land lease rates are \$0.1676/sq. ft. under buildings and structures, and \$0.0838/sq. ft. for any land not under buildings such as aprons, parking areas, septic fields, etc. Leases include annual escalation of lease rates effective July 1 of each year based on 50% of the CPI-U Index.

## **HELENA REGIONAL AIRPORT OVERVIEW**

The Helena Regional Airport (HLN) located in Helena, Montana, is a towered, commercial service airport operated by the Helena Regional Airport Authority. The airport is home to a diverse range of aviation activities providing global connectivity through several airline hubs, general and corporate aviation, a full-service fixed base operator (FBO), self-service aircraft fueling station, 23 based military aircraft, flight training, flying club, air ambulance services, air cargo, wildland firefighting base, aircraft repair stations, and a US Customs and Border Protection Agency landing-rights clearance facility to accommodate international flights entering the United States.

The Helena Regional Airport is operated as a financially self-sufficient enterprise fund, using no local taxes or mil levies to fund the ongoing operation and maintenance of the 1,400-acre airport complex. The airport has a diversified revenue portfolio, including airline-related activities (11%), other aviation (13%), and a wide range of non-aeronautical businesses (76%). These

business activities contribute to the Helena area economy and ensure the airport remains a viable operation despite the high costs of operating a commercial service airport in a small community.

Non-aviation businesses include Costco, a newspaper printing facility, tennis center, soccer fields, a world-class driver training and motorsports track and a state-of-the-art, environmentally friendly, aircraft rescue fire training center. Aerospace manufacturing facilities located on the airport complex include Boeing and Pioneer Aerostructures. Government facilities include the Federal Aviation Administration, US Forest Service, US Department of Homeland Security, Federal Motor Carriers Safety Administration, the Montana Association of Counties, and many state agencies.

## **TIMELINE OF BIDDING/AWARD PROCESS**

**Invitation to Bid Issued** – [December 16, 2024]. A copy of the Invitation To Bid is included in this Packet as Exhibit A and incorporated herein by reference.

**Pre-Bid On-Site Viewing Opportunity** - January 15, 2025, at 10:00 a.m. (Mountain Time). **No other or individual bidder viewing or inspection opportunities will be provided.**

**Bid Submittal Deadline** – Wednesday February 12, 2:00 p.m. (Mountain Standard Time). **Bids received after the deadline will be returned unopened and will receive no consideration.**

**Public Bid Opening/Award** – Bids will be publicly opened immediately following the bid submittal deadline at 2:00 p.m. Mountain Standard Time at the Airport Board Room, 2<sup>nd</sup> floor of the Helena Regional Airport Terminal Building, 2850 Mercer Loop Helena, Montana 59602. The opened bids will be taken under advisement and formally considered at the February 18, 2025 Airport Authority Board Meeting held at 11:30 a.m. in the Board Room, 2<sup>nd</sup> floor of the terminal.

## **HOW TO SUBMIT A BID**

In order for a bid to be considered, the standard Bidder Response Form included in this Packet as Exhibit B must be completed in its entirety, signed by the bidder or its authorized agent and received by the Authority no later than the deadline specified in this Packet.

The firm, corporate or individual name of the bidder must be stated where indicated on the Bidder Response Form. Firm or corporate bids must be signed in the name of the bidder entity by an authorized individual and the title of such individual must be stated. Corporation bids must be signed by a duly authorized officer, partnership bids must be signed by a duly authorized general or managing partner, and limited liability company (LLC) bids must be signed by a duly authorized member, manager or company officer. Individual bids must be signed by the individual along with the statement “doing business as \_\_\_\_\_” or “sole proprietor” if applicable.



Bidder Response Forms must be submitted in a sealed envelope marked on the outside with the following: "Airport Hangar Bid – [Name of Bidder]".

Bids may be mailed or hand-delivered to the Authority as follows:

Completed sealed bids may be mailed to:

Helena Regional Airport Authority  
C/O Jeff Wadekamper, Airport Director  
2850 Mercer Loop  
Helena, MT 59602

Mailed bids must be received by the specified bid submission deadline.

-OR-

Completed sealed bids may be hand delivered to the Airport Administration Office located on the second floor of the terminal building at 2850 Mercer Loop Helena, Montana.

**No electronic or emailed bid submittals will be accepted.**

Authority's Reservation of Rights. The Authority reserves the right to reject any or all bids, waive any irregularity in the bids, make no award and/or not sell the hangar and improvements for any reason. The Authority reserves the right to select the proposal that is in the best interest of the Airport and to negotiate the sale price with one or more bidders.

Bidder Expenses. The Authority will not be responsible for any expenses incurred by any bidder in connection with the bid or sale process.

Earnest Money; Closing. The successful bidder will be required to deposit with the Authority, within three (3) business days after award, a cashier's check or money order payable to the Helena Regional Airport Authority in the amount of 10% of the bid amount (purchase price) as earnest money, and close on the sale, including execution of the ground lease, within 45 days of the Authority's acceptance of the bid. The deposit will be held by the Authority pending closing and applied to the purchase price upon closing. The balance of the purchase price will be due in full in cash (or cash equivalent) at closing. The earnest money will be refunded in full in the event that the sale fails to close for reasons beyond the control of the successful bidder. If the sale fails to close for reasons not beyond the control of the successful bidder, the earnest money will be retained by and forfeited to the Authority. If the sale to successful bidder fails to close, the Authority may award/negotiate the sale to another bidder or re-advertise the sale.

Public Information. All information received in response to this solicitation is public information subject to public disclosure as required by Montana law.

### **ADDITIONAL TERMS AND CONDITIONS**

The sale is further subject to the following terms and conditions:

No Contingencies. Neither any bid nor the closing of the Hangar sale shall be subject to any terms, conditions, requirements or contingencies except as expressly set forth in this Packet.

Ground Lease Required. The successful bidder will be required, as a condition of the sale closing and transfer of the Hangar, to execute an Airport Hangar Ground Lease in substantially the form included as Exhibit C.

Title Insurance. The Authority will not provide a policy of title insurance for the sale or ground lease. The successful bidder may obtain such insurance, provided that bidder shall bear all costs of such insurance policy and related costs, including without limitation the costs of any related survey.

Property Sold "As Is." Authority makes no representations or warranties to bidders with regard to the Hangar or other property being sold, and all such property is being accepted by the successful bidder "AS IS" and "WHERE IS" with any faults which may be present in or at the Hangar. In submitting its bid and proceeding with the sale and purchase, the successful bidder does not rely on any warranties or representations of Authority and the successful bidder buys the Hangar at successful bidder's sole risk. The successful bidder is satisfied in all respects with the condition of the property and agrees that, except as otherwise specifically set forth in this Packet or the Bill of Sale, there are no other agreements, verbal or otherwise, between or among the parties with regard to the property sold.

**DISCLAIMER OF IMPLIED WARRANTIES: ANY WARRANTIES THAT MAY OTHERWISE BE IMPLIED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO HABITABILITY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY AUTHORITY. BIDDER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN REQUIRED BY AUTHORITY AND ARE A MATERIAL INDUCEMENT WITHOUT WHICH AUTHORITY WOULD NOT ENTER INTO THE TRANSACTION WITH BIDDER CONTEMPLATED BY THIS AGREEMENT. THE STATEMENTS AND DISCLAIMERS MADE IN THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING OF THE PURCHASE AND SALE TRANSACTION CONTEMPLATED HEREIN.**

Risk of Loss. Risk of loss to any portion of the property shall remain with Authority until closing. Immediately upon the completion of closing, all risk of loss or damage to any portion of the property shall be assumed, held and borne by the successful bidder, subject to any obligations of Seller under the Airport Hangar Ground Lease.

Recording Costs. The successful bidder shall pay all costs of recording the Bill of Sale and any other necessary instruments.

Possession. The successful bidder shall be entitled to possession of the hangar and lease property upon closing (including payment of the purchase price, and execution and delivery of the Bill of Sale and Airport Hangar Ground Lease).

Brokerage and Commission. Authority shall not be obligated to pay any broker fees or commissions on the sale and purchase contemplated herein. In the event there is any such other fee or commission due to any person or entity, the party incurring such obligation shall defend or pay such claim and hold the other party harmless in connection with any liability or responsibility in connection therewith.

[www.helenaairport.com](http://www.helenaairport.com)



# Bidder Response Form

*Invitation To Bid Dated December 16, 2024:  
Aircraft Hangar and Improvements Located at 3302 Airport Road*

**BIDDER INFORMATION (COMPLETE ALL APPLICABLE LINES):**

Full Legal Name: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
State of Organization: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Taxpayer ID Number \_\_\_\_\_  
Bidder Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**BID:** The undersigned Bidder hereby submits the following bid for the purchase of the Aircraft Hangar and Improvements Located at 3302 Airport Road (“Property”) from the Helena Regional Airport Authority (“Authority”):

Amount of Bid (numbers including cents): \$ \_\_\_\_\_ . \_\_\_\_\_  
Amount of Bid (spelled out): \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (U.S.)

**BIDDER STATEMENT AND CERTIFICATION:** By signing and submitting this Bid, the undersigned Bidder states: (1) Bidder represents and acknowledges that Bidder has read and understands the entire Invitation to Bid and Bid Terms, Conditions and Instructions; (2) Bidder accepts and agrees to all terms and conditions stated in the Invitation to Bid and Bid Terms, Conditions and Instructions; (3) if awarded to Bidder, Bidder agrees to purchase the Property by paying to Authority the above-stated Bid amount in cash (or cash equivalent), accepting transfer of the Property from the Authority, and executing the Authority’s airport ground lease, all on or before the closing deadline; and (4) acknowledges and agrees that such sale and purchase of the Property are subject to the terms and conditions in stated in the Invitation to Bid and Bid Terms, Conditions and Instructions.

The undersigned certifies that this Bid is made without previous understanding, agreement, connection or collusion with any person, firm, or corporation making a bid on the same Property, and that the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered.

DATE: \_\_\_\_\_, 2025

BIDDER:

\_\_\_\_\_  
Printed Name of Bidder

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_