



SEDONA-OAK CREEK
AIRPORT AUTHORITY

Request for Proposals

For

**Ground Lease and Development
of Hangars on a 2.97 Acre Parcel
on the Sedona Airport**

SOCOA Board of Directors:

Pam Fazzini, President
David Cooper, Vice President
Mike Schroeder, Treasurer
Jerry Barber, Board Member
Tim Miller, Board Member
Scott Brewster, Board Member
Jack Ross, Board Member

Airport General Manager:

Ed Rose

REQUEST FOR PROPOSALS (RFP)

Ground Lease and Development of Hangars at the Sedona Airport

DESCRIPTION: The Sedona Oak-Creek Airport Authority "SOCAA", "the Airport", or the "Authority", gives notice of its intent to lease airport property to the proposer who demonstrates the ability to perform in the best interest of the Airport as outlined in their proposal. Proposals shall detail the Proposer's plan to construct aircraft hangars on the parcel as outlined in this notice. Written proposals will be accepted from qualified individuals or firms for lease of property on Sedona Airport. The subject property is approximately 2.97 acres of property located northwest of the West Apron and has frontage on the Apron and Air Terminal Drive.

BID OPENING: Friday, June 26th, 2026 at 2:00pm SOCAA Administrative Offices 235 Air Terminal Drive, Sedona, AZ 86336.

In accordance with local and State law, sealed proposals will be received by the SOCAA Business Office at **235 Air Terminal Drive, Sedona, AZ 86336**, until noon Arizona time on the date specified above, for the services specified herein. Proposals will be opened, and the name of the proposers read aloud at the above noted date, time and location. Any proposals received at or after noon Arizona time on the referenced date will be returned unopened.

SOCAA reserves the right to accept or reject any or all proposals for any reason, and waive any informality deemed in the best interest of the Authority and to reject the proposals of any persons who have been delinquent or unfaithful in any contract with the Authority.

PUBLISH: April 17, 2026 and April 22, 2026

GENERAL INFORMATION

The Sedona Airport is operated under a lease between Yavapai County “the County” as the owner and sponsor of the airport, and the Sedona-Oak Creek Airport Authority “SOCAA” as the operator of the airport. The Sedona Airport is a general aviation airport serving the City of Sedona, Village of Oak Creek and surrounding communities. The airport is located on Tabletop Mountain, also known as the Airport Mesa in the center of Sedona. Due to its unique position above the City of Sedona, the airport offers breathtaking views of Sedona’s iconic red rock formations and is widely considered to be “America’s Most Scenic Airport”. The Authority is empowered by the County to provide for the development, operation, and maintenance of the airport and, with respect to aeronautical facilities and concessionaires, to negotiate agreements with the tenant operators thereof.

A. DESCRIPTION

SOCAA, as the operator of the Sedona Airport, is hereby requesting proposals from developers for the lease and subsequent development of 2.97 acres of land on the airport for airport hangars. SOCAA currently leases t-hangars and box hangars, and a number of private hangars exist on the airport. All hangars are currently full, and the Authority maintains an active waitlist for hangar space with over 20 pilots on the waitlist. Additionally, over the last 20 years, the Airport has seen a significant growth in the number of large aircraft using the airport, and very few hangars are available to support single and twin-engine turboprops and light jets, and no hangars are available to support mid-sized jets or the storage of multiple smaller aircraft.

The intent of this RFP is to enter into a ground lease for the aforementioned parcel as shown in Attachment A. The lessor upon securing the ground lease, shall develop at least two rows of connected box hangars on the parcel in accordance with the design standards outlined in Attachment C.

The Authority is in the process of completing two major enabling projects that will support the development of this parcel: Taxiway “M” design, and the construction of an additional tank and supporting infrastructure to provide fire suppression water on the airport mesa. Both projects are expected to be completed by the end of 2026.

The contents of this RFP are provided as background and general information for Proposers, and as a guide for the Authority to evaluate submitted Proposals. The Authority reserves the right to accept or reject any proposal for any reason, or negotiate with any or all the proposers.

B. BACKGROUND INFORMATION

In 2025, Sedona Airport (SEZ) saw a total of 34,000 aircraft operations. SEZ is home to five air tour operators, the Mesa Grill restaurant, Red Rock Aviation (the Authority-operated FBO), the Sky Ranch Lodge hotel, several other airport businesses, and over 80 general aviation tenants. Due to the airport’s location, the airport sees heavy use by business jet traffic for tourists visiting Sedona, rotary wing and fixed wing air tours, fire-fighting aircraft during wildfire season, and a myriad of other uses associated with a busy general aviation airport.

The Authority intends that the hangars to be constructed will be used to store larger aircraft such as single and twin-engine turboprops, helicopters, light jets, and midsized jets.

The airport currently lacks any hangars to store mid-sized jets and larger turboprops, or large hangars for business use. The few larger box hangars on the airport are privately owned and at capacity. The airport intends that the developer will lease or sell the hangars they construct to individual owners and businesses.

C. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- Request for Proposal Advertised – April 17, 2026
- Mandatory Site Visit – May 6, 2026
- Questions Due – May 12, 2026
- Addendum (if needed) posted – May 18, 2026
- Proposal Due Date/Opening – June 26, 2026
- Lease Negotiation Period
- SOCAA Board of Directors Approval – TBD
- Yavapai Co. Board of Supervisors Approval - TBD
- Award of Contract – TBD

All milestones following the Proposal Due Date are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the Authority. These dates are subject to being modified by the Airport to best assist in the RFP process.

D. MANDATORY SITE VISIT

A mandatory site visit will be held for all prospective proposers on May 6, 2026 at 10am at the Airport Terminal (235 Air Terminal Dr). A sign-in roster will be generated during the visit. At least one representative from each proposer must be present during the visit. Failure to participate will result in exclusion from the remainder of the proposal process.

E. REQUESTS FOR INFORMATION

Proposers who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the Authority project representative listed below:

Cameron Atkins
Airport Deputy General Manager
Sedona Airport
235 Air Terminal Dr.
Sedona, AZ 86336
cameron@sedonaairport.or

Requests for information must be received in writing by the project representative **prior to 1:00 PM on May 12, 2026**. Responses, or addenda as required, will be issued no later than 5:00 PM on May 18, 2026. Receipt of addenda must be acknowledged on the required form in the proposer's submission. It is the proposer's sole responsibility to check the Authority's website (sedonaairport.org) for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Proposers shall possess the qualifications and Arizona licenses as required by this RFP and law. The Authority assumes no liability for the cost of preparing a response to this Request. Any deviations from the provisions of this Request which are desired by the Proposer shall be specifically noted in the proposal submitted.

1. Financial capability.

a. Proposers shall describe the anticipated funding mechanisms (sources, etc.) of the potential transaction that is the subject of this inquiry and the sources of such funding. If known, please identify the main source of funding.

b. Proposers should provide one of the following:

- Most recent annual audited financial statements; or
- Summary financial profile (annual revenue, credit facilities, bonding capacity, equity sources).

c. Proposers should provide a current letter of reference from their primary financial institution confirming their firm's banking relationship and general credit standing. The reference may also indicate their firm's liquidity, fund availability, and the ability to support financial commitments associated with design, development, and construction activities.

d. Proposers must disclose any bankruptcy, insolvency proceeding, receivership, restructuring, or assignment for the benefit of creditors within the past ten (10) years involving their firm, any parent or affiliate that will support the proposed project, or any principal with financial decision-making authority for the project. For each matter, please identify the jurisdiction of the proceeding and provide a brief description and current status or outcome, to the extent not restricted by law or confidentiality obligations.

2. **Minimum bid requirement.** Minimum acceptable rent bids will equal or exceed \$55,630 per year for the land rent for the parcel, with an annual Consumer Price Index adjustment based on "CPI-Urban U.S. Authority Average", but no less than 3% and no more than 5% annual increase/year. (Minimum bid equal to 43 cents per square foot.) The minimum ground rent has been established based on an analysis of fair market value consistent with FAA Grant Assurance 24 and applicable FAA Revenue Use Policy. Final lease rates must remain consistent with FAA requirements.

3. **Preferred lease duration.** The baseline lease term is twenty (30) years with the option for a ten-year extension that must be mutually agreed to by the Authority and Lessee and memorialized in writing. Airport General Manager has administrative authority to enter into any such extensions on behalf of the Authority. The proposer shall detail their desired lease term including initial term and any desired renewal options in their proposal.

The Authority operates the airport under a master lease with Yavapai County. The current Master Lease term expires on June 30th, 2050. The lease agreement entered into as a result of this RFP shall be subject to the terms of the Airport Master Lease, and as such, any proposed term extending beyond June 30, 2050 shall require special approval by the Yavapai County Board of Supervisors.

4. **Reversion.** All improvements will revert to the County of Yavapai at lease end.
5. **Common Area Maintenance**

The selected proposer shall be responsible, at its sole cost and expense for the operation, maintenance, repair, and replacement of all shared or common facilities at the airport, serving the hangar development (the “Common Areas”). Common Areas may include, but are not limited to, taxiways, aircraft circulation areas within the development site, shared access drives, drainage facilities, septic systems or other wastewater infrastructure, utilities serving multiple hangars, and other shared improvements identified in the lease or development agreement.

The Developer shall maintain the Common Areas in good condition and repair and in compliance with all applicable laws, regulations, FAA requirements, and SOCAA and Yavapai County standards and ground lease, including requirements necessary to ensure safe aircraft operations and protection of airport infrastructure.

PROPOSAL REQUIREMENTS

Proposals shall be submitted as two (2) original bound copies with one (1) flash drive and must conform to this Request. Proposals shall be no more than 15 original pages plus required forms and attachments. Proposers who provide evidence that they are fully competent, have the necessary experience, organization, and financial Authority to fulfill the requirement, and who can provide evidence for all necessary certificates and licenses, will be considered. The proposal shall include the following:

NARRATIVE PROPOSAL

The proposer shall provide an introductory narrative as part of their overall proposal. At a minimum, the narrative shall detail the proposer’s development experience, planned business model, any potential tenants (including letters of interest), and any other defining characteristics

of the proposal.

APPLICATION FOR A LEASE AND OPERATING AGREEMENT TO PROVIDE COMMERCIAL AERONAUTICAL SERVICES

Each proposal must include a completed Commercial Aeronautical Operator application. The application is included as Attachment D.

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

(If applicable)

TERM OF LEASE

Proposer shall detail their desired lease term, including initial terms and any renewal term(s). The Authority will not consider any combined lease term exceeding 49 years. The preferred lease term is detailed above for guidance.

FEE PROPOSAL

The proposed lease area includes 2.97 acres or 129,373 square feet of ground. The property is adjacent to the West Apron and Air Terminal Drive. The parcel does have in-ground transformers along the boundary bordering the West Apron, and water connection for potable and fire suppression water are or will be available along Air Terminal Drive on the north-east corner of the parcel.

The minimum acceptable proposal is detailed above. Proposals above minimum are encouraged.

The fee proposal shall indicate the company name, date and signature of an officer authorized to contract for the work. The fee proposal submitted shall remain valid for a period of 120 calendar days from the opening date of the RFP.

DESIGN PROPOSAL

Proposer shall provide preliminary plans for the development of the parcel with aircraft hangars. The plan set shall at a minimum include the following:

- Site Plan including building layout, access, required setbacks, and pavement dimensions
- Hangar layout including hangar dimensions and any planned office space
- Planned pavement section (based on planned fleet mix)
- Details of the planned fleet mix for the proposed development
- Utility Extension Plan – Proposer shall show their plan to extend power, fire water, and potable water stub-out to the south side of Taxilane “M”

Plans shall incorporate Taxilane "M" as shown in Attachment A. The selected bidder will be responsible for connecting the leased area to the West Apron by constructing and incorporating Taxilane M. 100% designs will be provided by the Airport. The selected firm may be required to complete construction of Taxilane “M” in accordance with the designs to be provided by the airport depending on the availability of grant funding made available to

the airport for the purpose of completing the project. Proposals should contain the differing terms each proposer would require in the event they were required to complete construction of “Taxilane M” versus if work were completed by the airport via grant funds.

All designs shall comply with the Hangar Design Standards as shown in **Attachment C**.

If selected, final designs are subject to approval by SOCAA, Yavapai County and the Sedona Fire Marshall. An architect shall be required to complete vertical plans in coordination with a licensed civil engineer. All plans shall comply with the International Fire Code (IFC) 2024 edition, NFPA 409 and Sedona Fire District policy. Only designs for connected box hangars or box hangar developments will be accepted. Proposals containing t-hangars or stand-alone box hangars will not be considered.

PRIOR PERFORMANCE

The proposer shall detail experience completing a minimum of two similar projects. Prior performance must include at a minimum:

- Project Location
- Details of Project Scope
- Project Timeline
- Three Relevant Reference(s)

DISCLOSURE

Proposers shall disclose any professional or personal financial interest, which could be considered a conflict of interest in regard to pursuing this opportunity.

Identify any public or private disciplinary actions against your business organization or individuals within your business organization that occurred within the past five (5) years and would be relevant to the performance of obligations required by this proposed contract/lease. This includes actions by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract. Material litigation means any claims or lawsuits brought against your business organization or individuals in your business organization affecting your business operations within the last ten (10) years.

Disclose any investigation (involving your business organization or individuals in your business organization) conducted in the past five (5) years with any Federal or state regulatory agency that might impact the ability to fulfill the proposed obligations required in this proposed contract/lease.

PROPRIETARY REQUIREMENTS

All materials submitted in response to the solicitation, including samples, shall become the property of the Authority and are therefore subject to public release, upon request, after the Contract award. Proposers shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information.” Proposers shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Proposers should be aware that the Authority is required by law to make its records available for public inspection. All proposers, by submission of materials marked proprietary, acknowledge, and agree that the Authority will have no obligation to advocate for non-disclosure in any form nor will the Authority assume any liability to the proposers in the event that the Authority must legally disclose these materials.

DELIVERY OF SUBMITTALS

Sealed proposals will be received **before Noon on June 26, 2026**, at the **Airport Administration Office, 235 Air Terminal Dr., Sedona, Arizona 86336**, at which time all submittals will be publicly opened.

Any submittals received after Noon on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The Authority is not responsible for lateness of mail, carrier, etc. The time and date stamp in the Airport Administration Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the Noon deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the Deputy General Manager, SOCAA, at the above address; and shall be clearly marked:

Request for Proposals:

Ground Lease and Hangar Development on the Sedona Airport

Due before Noon on June 26, 2026

III. EVALUATION CRITERIA

The proposal shall clearly and accurately display the capability, knowledge, and experience of the proposer to meet the technical requirements of the Request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this Request. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the Authority's needs.

The Request for Proposals will be evaluated by a Review Committee appointed by the Authority for this project according to the following criteria, with weighting as indicated:

A. ORGANIZATION EXPERIENCE, QUALIFICATIONS AND ORGANIZATION'S FINANCIAL VIABILITY- 25%

1. Organization credentials and experience relating to this RFP.
2. Current financial statements.

3. Business capability to meet the proposed lease terms and development obligations.
4. Submission of Commercial Aeronautical Service Application

B. PROPOSED PROPERTY USE- 40%

1. Project Plans/Vision
2. Proposed Tenancy
3. Hangar Plan.
4. Efficient Use of Space on the Parcel.

C. FINANCIAL OFFER- 35%

1. Proposed Revenue Package to Airport (Annual Lease Payment, Lease Term, Extension period(s)).

IV. FINAL EVALUATION AND RANKING; CONTRACT NEGOTIATION AND AWARD

To qualify for evaluation, the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the sole judgment of the Authority, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the Authority reserves the right to reject the submittal.

A. OVERVIEW

The selection process will involve an evaluation and scoring of each proposer's Request for Proposals and relevant experience, as indicated in its proposal. A Review Committee appointed by the Authority for this project will evaluate each proposal according to the criteria and weighting as indicated for each category above.

The Review Committee may select to conduct interviews with any and all proposers. Proposers should be prepared to participate in such interviews with members of their management team.

The Review Committee will then formulate a consensus ranking to create a final list and determine the highest ranked proposal. The Authority will then notify each of the proposers of the final rankings.

B. FINAL RANKING AND CONTRACT NEGOTIATION

The Review Committee members will have the option of making the selection based on the RFP materials or seeking an in-person candidate presentation. The Review Committee will rank each proposal according to the published criteria, formulate a consensus ranking, and either invite some or all candidates to an in-person presentation or notify each of the candidates of the final rankings and meet with the top-ranked proposer for the purpose of initiating contract negotiations. If negotiations are unsuccessful, the Authority will terminate negotiation efforts and open negotiations with the 2nd ranked proposer. This process will continue until negotiation efforts are successful.

The list of proposers will remain in effect for a period of twelve (12) months from the date

of issuance by the Authority. Should the Authority not reach agreement on the terms of the contract with any of the selected proposers, the Authority reserves the right to reject all submittals and cancel the solicitation.

SOCAA Board of Directors approval will be required for award of a lease described herein.

The Authority reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittal, or determine not to enter into contract as specified if determined by the Authority to be in the Authority's best interests.

C. AWARD OF CONTRACT

The selected proposer will be required to execute and meet the terms of a Lease Agreement, including insurance requirements, consistent with Airport Minimum Standards, in a form acceptable to the Authority's Attorney. Approval of the SOCAA Board of Directors will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the Authority for consideration is not binding on the Authority until after approval by the SOCAA Board of Directors and full execution of the contract documents by both parties.

D. DUE DILIGENCE

The successful proposer shall be responsible for conducting comprehensive due diligence to validate the feasibility, risks, and regulatory requirements associated with the proposed development. This process shall include, at a minimum, a thorough review of site conditions (including geotechnical, environmental, and utility infrastructure), applicable zoning and land use restrictions, aviation-related constraints (such as FAA compliance, height restrictions, and airspace considerations), and any existing easements or encumbrances. The proposer shall also evaluate access, circulation, and compatibility with ongoing airport operations to ensure that the proposed development does not interfere with safety, security, or operational efficiency. All findings must be documented and incorporated into the project planning and design process.

In addition, the successful proposer shall be responsible for verifying all financial, legal, and commercial assumptions underlying the proposal. This includes market feasibility analysis, demand validation, cost estimates, financing strategies, and identification of required permits and approvals from relevant local, state, and federal agencies. The proposer shall coordinate closely with the airport authority and other stakeholders throughout the due diligence period and promptly disclose any material issues that could impact project delivery. Failure to identify or adequately address such conditions shall not relieve the proposer of its obligations under any subsequent agreement.

E. COMPLETION TIMELINE

The successful proposer shall begin work on the project within the timeline as shown below. Waivers to this timeline shall only be considered when mitigating circumstances are presented to the Airport General Manager in writing and only then will temporary extensions be considered.

Due Diligence Period: Month 1 to Month 3

Design Period: Month 2 to Month 16

Construction Period: Month 17 to Month 29

The successful proposer may complete work sooner than laid out in this timeline, but any delays that exceed the timeline above shall require written extensions as granted by the Airport General Manager.

F. BASIC INSURANCE REQUIREMENTS

1) The successful proposer shall not receive a notice to proceed with any construction until such time all insurance and bond requirements are met, And shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

i. Commercial General Liability – Occurrence Form The policy shall include bodily injury, property damage (including loss of use), personal injury, broad form contractual liability.

Premises Liability (Per Occurrence) \$ 5,000,000

Premises Liability (General Aggregate) \$ 10,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 1,000,000

ii. Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this contract.

Combined Single Limit (CSL) \$ 1,000,000

iii. Worker’s Compensation and Employer’s Liability

Worker’s Compensation Statutory

Employer’ Liability

Each Accident \$ 1,000,000

Disease- each employee \$ 1,000,000

Disease- policy limits \$ 1,000,000

iv. Pollution/Environmental Liability \$2,000,000 each occurrence/\$2,000,000 aggregate

The successful proposer, prior to commencing any performing any work on or within the leasehold project area, will be required to have the general contractor file a Labor and Materials Performance Bond with the Authority in the amount of the construction contract price. The master leaseholder is to be the obligee under the bond. The original of said bond, shall be recorded with the Authority, and a confirmed copy of the recorded bond shall be delivered to the Authority.

The successful proposer shall also procure and maintain Builders Risk or Course of Construction Insurance on an “all-risk” (special form) basis covering the full replacement value of the project, including all labor, materials, equipment, and soft costs. The policy limit shall be no less than 100% of the completed project value, and shall include coverage for materials stored on-site, off-site, and in transit. Covered causes of loss shall include, at a minimum, fire, theft, vandalism,

windstorm, flood, and earthquake (where commercially available), as well as testing and commissioning. The policy shall include coverage for soft costs such as architectural/engineering fees, permitting, financing costs, and delay in completion, including delay in start-up (DSU) or business interruption where applicable. Deductibles shall be commercially reasonable and subject to approval by the airport authority.

The policy shall name the airport authority, its governing body, and their respective officers, directors, employees, and agents as additional insureds and loss payees, as their interests may appear. Coverage shall remain in effect from commencement of construction through final completion and acceptance by the airport authority. The proposer shall be responsible for ensuring that all contractors and subcontractors are either included under the policy or maintain equivalent coverage. The policy shall include a waiver of subrogation in favor of the airport authority and must not contain exclusions that would be inconsistent with the risks associated with construction on or adjacent to an active airport (including, but not limited to, exclusions related to aircraft operations, vibration, or airside activities). Evidence of coverage, including certificates and endorsements, shall be provided prior to notice to proceed and upon renewal, and the proposer shall provide at least 30 days' prior written notice of cancellation or material change. At the completion of the project, the successful bidder will be required to maintain property insurance for the full replacement cost of the buildings.

Yavapai County and SOCAA are to be named an additional insured on the commercial general liability policy, the pollution liability policy, and to the extent necessary, on the automobile liability policy.

G. PROTEST POLICY

Any protest to the solicitation or award must be filed with the Airport Administration Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve any and all grounds for protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the Authority to perceived issues so that corrective action could be taken prior to the selection of the successful proposer. The Authority will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the Authority from executing an agreement with any other proposer.

V. ATTACHMENTS

- a. LEASE AREA MAPS**
- b. FEDERAL PROVISIONS**
- c. DESIGN STANDARDS**
- d. COMMERCIAL OPERATOR APPLICATION**
- e. HANGAR DEVELOPMENT SCOPING STUDY**

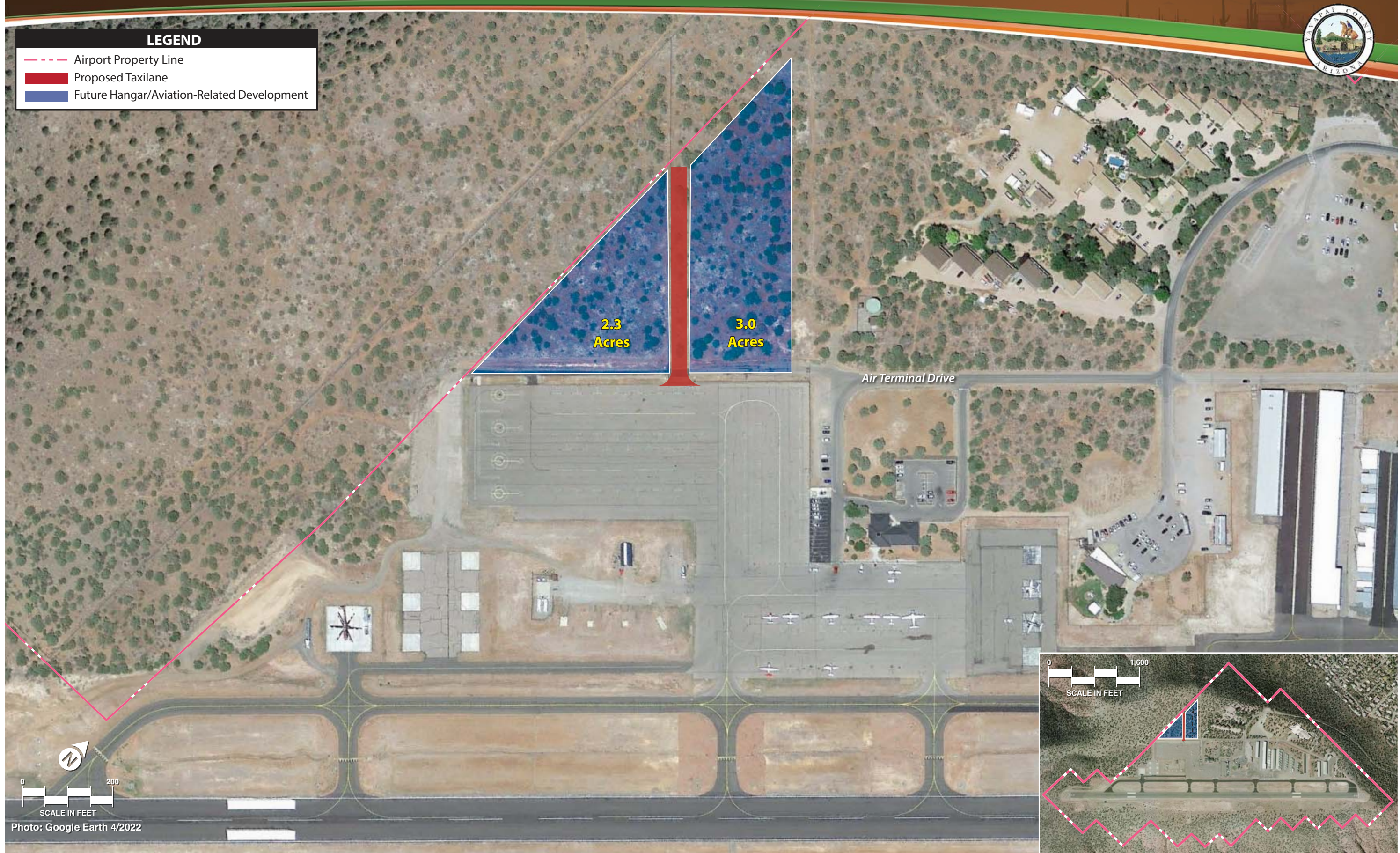
Attachment A Lease Area Maps

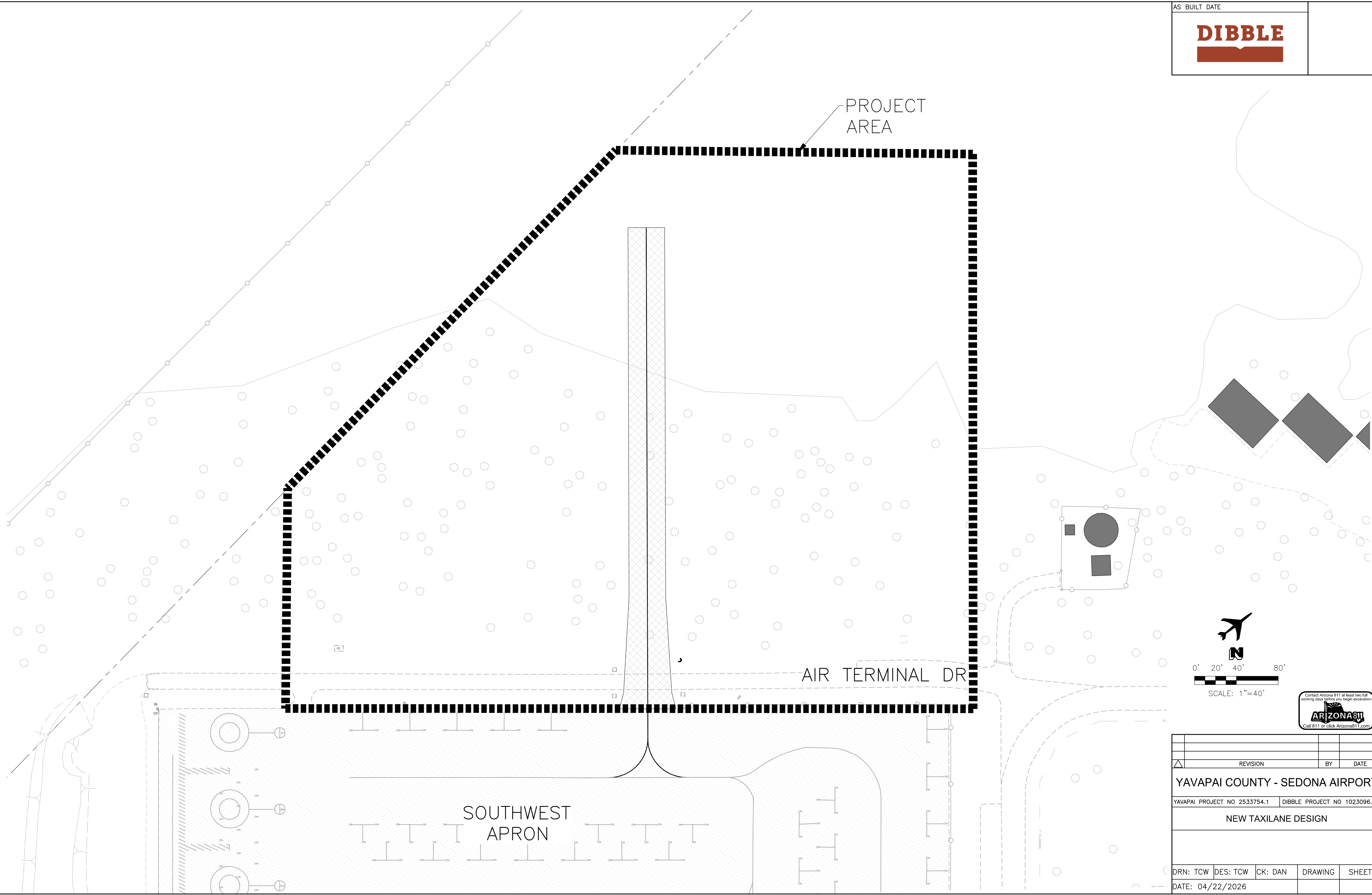
The lease area available under this proposal is shown on the maps that follow as "Lease Area 2". Lease Area 1 is not available under this RFP.



LEGEND

- Airport Property Line
- █ Proposed Taxilane
- █ Future Hangar/Aviation-Related Development

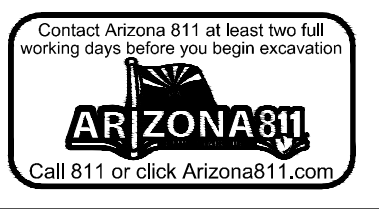
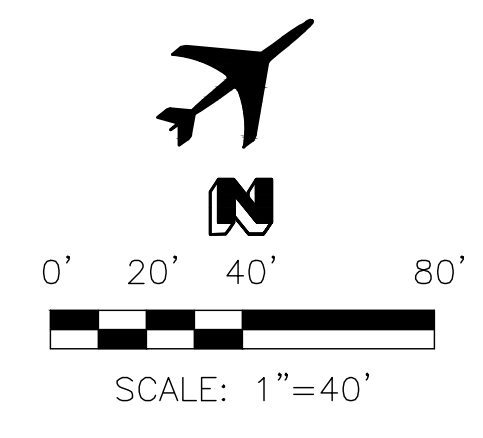




PROJECT AREA

AIR TERMINAL DR

SOUTHWEST APRON



REVISION	BY	DATE
YAVAPAI COUNTY - SEDONA AIRPORT		
YAVAPAI PROJECT NO 2533754.1 DIBBLE PROJECT NO 1023096.03		
NEW TAXILANE DESIGN		
DRN: TCW	DES: TCW	CK: DAN
DATE: 04/22/2026	DRAWING	SHEET

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Attachment B – Federal Provisions

ARTICLE 1

FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED PROVISIONS

1.1 LESSEE agrees that in the event improvements are constructed, maintained, or otherwise operated on the property for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

1.2 LESSEE agrees that: (a) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex (including sexual orientation and gender identity) or national origin (including limited English proficiency) in the use of the Property; (b) that in the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, disability, age, sex (including sexual orientation and gender identity) or national origin (including limited English proficiency); and (c) that Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

1.3 Lessee assures Sedona Oak-Creek Airport Authority (SOCAA) that it will comply with pertinent statutes, Executive Orders, and rule promulgated to assure that no person shall, on the grounds of race, color, creed, disability, age, sex (including sexual orientation and gender identity) or national origin (including limited English proficiency), be excluded from participating in any activity.

1.4 SOCAA reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hinderance therefrom.

1.5 SOCAA reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. SOCAA and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport, or any publicly owned facilities of the Airport.

1.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between SOCAA and the United States relative to the development, operation or maintenance of the Airport.

1.7 There is reserved unto Authority of SOCCA, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

1.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Property or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.

1.9 Lessee shall not erect or permit the erection of any structure or building, no permit the growth of any tree on the Property, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, SOCAA reserves the right to enter upon the Property and to remove the offending structure or object at the expense of Lessee.

1.10 Lessee shall not make use of the Property in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, the SOCAA reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.

1.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C §40103(e) and 47107(a)(4).

1.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

1.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; except, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

1.14 Lessee shall conform to SOCAA and FAA safety and security rules and regulations regarding use of the Airport air operations area including runways, taxiways, taxi lanes and aircraft incursions and vehicle/pedestrian deviations. Additionally, in the event SOCAA requires airport users to lessees to complete and pass an airfield safe driving instruction program, Lessee agrees to participate in that program and shall be subject to penalties and prescribed by SOCAA for violations of Airport safety and security requirements.

ARTICLE 2

TITLE VI

1.1 **General Civil Rights Provision.** In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Lessee understands and acknowledges that the FAA requires inclusion of and adherence to the terms and conditions of Title VI of the Civil Rights Act of 1964 (78 Stat, 252, 42 U.S.C. §2000d to 2000d-4) ("Title VI") in all airport/aviation lease agreements where SOCAA receives federal funding, including the Lease in this instance.

1.2 **Compliance With Nondiscrimination Requirements.** During the term of this Lease, Lessee, or itself, its assignees, and successors in interest (hereinafter referred to as “Lessee”), agrees as follows:

1.2.1 **Compliance with Regulations.** Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

1.2.2 **Nondiscrimination in Performance of Work.** Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

1.2.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability.

1.2.4 **Information and Reports.** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

1.2.5 **Sanctions for Noncompliance.** In the event of a Lessee’s noncompliance with the non-discrimination provisions of this Lease, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1.2.5.1 Withholding payments to Lessee under the Lease until Lessee complies; and/or

1.2.5.2 Canceling, terminating, or suspending the Lease, in whole or in part.

1.2.6 **Incorporation of Provisions.** Lessee will include the provisions of Paragraph 2.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation to protect the interests of the sponsor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

1.3 **Nondiscrimination.** Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be

excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Property in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

In the event of breach of any of the above nondiscrimination covenants, SOCAA will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the term of this Lease, Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the bases of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities of Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure that LEP persons have meaningful access to your programs [(70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

1.4 **Nondiscrimination in Department of Transportation Programs.** Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Property for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended.

1.5 **Federal Fair Labor Standards Act.** This Lease incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

1.6 **Occupational Safety and Health Act.** This Lease incorporates by reference the requirements of 29 CFR part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

1.7 **Termination Provisions.** Pursuant to the terms and conditions of the Lease Agreement which this Exhibit is attached, the Lease may be terminated for cause and may be terminated for convenience only as specifically provided in the Lease Agreement.

ARTICLE 3

ENVIRONMENTAL STANDARDS

3.1 Definitions.

3.1.1 Environmental Laws. The term “Environmental Laws” shall mean all applicable Federal, state, and local environmental laws and regulations, including, as amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; A.R.S. Title 49; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or Federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including ambient (including indoor and outdoor) air, ground water, surface water, and land use, including substrata land, or that

govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

3.1.2 Hazardous Material. The term “Hazardous Material” shall mean any toxic or hazardous material, substance, waste, pollutant, or contaminant as defined or regulated under any Environmental Law.

3.2 **Compliance with Environmental Laws.**

3.2.1 Compliance. Lessee and its employees, agents, contractors, and invitees shall, at its own expense, comply with all Environmental Laws presently in force or hereafter enacted.

3.2.2 Hazardous Materials. Lessee shall not, nor cause or permit its employees, agents, contractors, and invitees to, bring, store, use, or dispose of upon the Property or the Airport any Hazardous Material in actual or suspected violation of Environmental Laws. Prior to Lessee bringing or causing to be brought any Hazardous Material upon the Property, Lessee shall notify and obtain consent from SOCAA, which shall not unreasonably be withheld.

3.2.3 Remediation. Without limiting the foregoing, if, during the term of this Lease, Lessee causes or permits any violation of Environmental Laws or allows the presence of any Hazardous Material on the Property or the Airport in violation of the Environmental Laws or this Lease, Lessee shall promptly take action to remediate the violation at Lessee’s sole cost and expense in order to return the affected area to its condition existing prior to the violation. Lessee shall obtain the Lessor’s approval prior to taking such remedial actions, which approval shall not be unreasonably withheld. Notwithstanding the approval required under this Section, SOCAA is not responsible for overseeing or directing any remedial measures. This Section shall also apply to Lessee’s remediation of any contamination or Hazardous Materials present on the Property or Airport prior to the Effective Date of this Agreement, including such contamination that may be first discovered after the Effective Date of this Agreement but not caused by Lessee. SOCAA assumes no liability to Lessee should remediation or other environmental cleanups cause delay or interferences with Lessee’s activities on the Property.

3.2.4 Governmental Submittals. Lessee shall be responsible for making all submissions to the appropriate governmental authorities as required under all applicable Environmental Laws, at Lessee’s sole expense. Should such governmental authorities determine that a site characterization or site assessment and/or cleanup should be prepared and/or undertaken because of the presence of any Hazardous Materials on the Property or Airport by reason of Lessee’s activities or actions, then Lessee shall, at Lessee’s own expense, prepare and submit the required plans and financial assurances and carry out the approved plans.

3.3 **Indemnification.** Lessee shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless SOCAA, its employees, and its agents for, from, and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity, or governmental body, alleging or arising in connection with contamination of the environment, the presence of Hazardous Materials on the Property, Airport, or neighboring properties, or violation of any Environmental Laws, ordinances, judgments, governmental order, or judicial order (“Environmental Damages”) which are incurred or assessed as a result of Lessee’s

activities on the Property or Airport. The obligations under this Section shall survive termination of this Lease. This section excludes Lessee's duty, liability, or indemnity to SOCAA for any claims or Environmental Damages of any kind arising from or in connection with any contamination existing on the Property prior to the Effective Date of this Agreement, except and only to the extent known contamination is caused or exacerbated by Lessee or unknown contamination is caused by or exacerbated by Lessee's negligence.

3.4 Information Sharing and Notification. Lessee shall immediately notify SOCAA in writing of any of the following: (i) Lessee's receipt of notification from any governmental entity that Lessee has been or will be charged with the violation of any Environmental Law; and (ii) any significant change in Lessee's activities on the Property or Airport that may adversely change Lessee's obligations or liabilities under the Environmental Laws. Lessee shall provide non-privileged copies of all reports and documents reflecting the physical condition of the Property. These reports and documents shall include but not be limited to any environmental testing of soil and groundwater and any existing, non-privileged information reasonably requested by SOCAA to determine the applicability of the Environmental Laws to the Property or Airport or to assist in the response to any governmental investigation or claim of liability by a third party that is related to environmental contamination of the Property or Airport.

3.5 Protective Devices and Plans. Lessee shall complete and return an *Industrial Wastewater Discharge Questionnaire* ("Questionnaire") to SOCAA and promptly provide SOCAA with updated to the Questionnaire as they arise. Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Material into domestic or industrial drains on or near the Property and elsewhere on the Airport, as appropriate, and for any other material for which a slug load discharge could pollute the Airport's storm water discharge or disrupt operations at the sewage treatment plant serving the Property. Lessee shall post a notice in a prominent place on the Property advising employees what actions to take and whom to call in the event of said discharge and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide SOCAA with immediate notice of any spill.

3.6 Spill Protection Plan. If Lessee undertakes any activities on the Property involving Hazardous Materials regulated by any Environmental Laws, Lessee shall maintain a plan for responding to spills of any such Hazardous Material on the Property or on the Airport. Such plan shall comply with all applicable Environmental Laws and shall be updated from time to time in compliance with applicable laws. Lessee shall not rely on SOCAA or any of the Lessor's personnel or equipment in order to execute its plan. Lessee shall file a copy of such plan with SOCAA within thirty (30) days of finalization or update of the plan. Notwithstanding the foregoing, should SOCAA provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of SOCAA, conducting firefighting, containment or timely cleanup actions, Lessee agrees to reimburse SOCAA for its actual costs in accordance with all applicable laws and regulations, except to the extent that SOCAA was responding to conditions caused by events occurring at the Airport (not including the Property) or by the negligence or omission of SOCAA or its employees, agents or contractors.

3.7 Right to Enter Property. SOCAA, the United States Government, the Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ), and the Arizona Department of Occupational Safety and Health (ADOSH) have the right to enter the Property upon reasonable notice to Lessee in order to inspect Lessee's compliance with Environmental Laws, as well as occupational safety and health laws; to conduct environmental investigation and remediation (including but not limited to testing, surveys, drillings, test-pitting, borings, compiling data, and other environmental investigations); and to carry out remedial or removal actions as required or necessary under applicable laws.

3.8 **Clean Water Act.** Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System permit, or requesting coverage under and complying with any applicable Multi-Sector General Permit (MSGP). If applicable, Lessee shall also prepare and comply with a site specific MSGP with an individual Storm Water Pollution Prevention Plan (SWPPP) or any revisions to a SWPPP, with respect to Lessee's operations or activities on the Property or Airport. Proof of individual compliance shall be provided in the form of both the Lessee's Notice of Intent (NOI) that has been received by the ADEQ and the individual Arizona Multi-Sector General Permit (AZMSGP) number associated with the NOI, within the times prescribed by law.

3.9 **Surface Disturbances.** Lessee shall not conduct or cause any subsurface excavation, digging, drilling, or other disturbance of the surface other than what is customary and usual for the permitted activities under this Lease without the prior written consent of SOCAA, which shall not be unreasonably withheld.

3.10 **Subleases and Contracts.** In the event SOCAA gives permission for a sublease, Lessee shall insert provisions substantially identical to those in this Environmental Standards Article in any sublease agreement or contract by which it grants a right or privilege to any entity under this Lease.

Attachment C

Minimum Standards for Construction of Aircraft Hangars

Section 1. – Purpose

The purpose of these Design Standards is to ensure development of consistent and high-quality infrastructure and to protect and enhance the investment of all those locating on the airport. These standards provide a basis for directing and evaluating the planning and architectural design of improvements to each piece of land.

Section 2. – Goals

The following goals form the basis for these design standards:

BRANDING – To project the airport brand and aesthetic continuity within architectural and design standards.

ECONOMIC – To protect property values and enhance investment and the development of industry and jobs.

ENVIRONMENTAL – To conserve existing natural features and minimize adverse impact on the ecosystem.

FUNCTION – To encourage imaginative and innovative planning of facilities and sites and the flexibility to respond to changes in market demand.

SAFETY – To provide secure storage of aircraft, motor vehicles and equipment and to provide for a safe environment to allow for a productive workforce.

VISUAL – To promote variety, interest and high standard of architectural and landscape design. Section 3. –

General Provisions.

- (1) Buildings may not be constructed on airport property, unless approved by Airport Authority for conformance in each of the following areas:
 - (a) Current Airport Layout Plan (ALP).
 - (b) All applicable Building Restriction Lines (BRL) and height restrictions.
 - (c) Interference with any Airport or Federal Aviation Administration (FAA) radio or guidance equipment due to location of type of structure.
 - (d) Minimum structural standards as described in Section 5.

- (e) Access to the proposed building, including any required easements, roads or taxiways.
- (f) An approved ground lease with the Airport Authority. Such lease to include all areas deemed necessary to the normal use of the building and appropriate access surfaces for relating to the movement of aircraft and vehicles to and from the premises.
- (g) Minimum separation beyond the outermost perimeter of the structure shall be in accordance with the ALP. This provision may be waived, in whole or in part, by the Airport Authority to facilitate operations or access. Requests for waiver must be in writing, shall state the reason for the waiver, and shall state in detail the mitigating measures with respect to potential adverse impacts to the ALP that may arise from granting the requested waiver.
- (h) Proper filing of FAA Form 7460 with the FAA, with copies to the Airport Authority.

Section 4. – Application

These standards shall apply to all properties in the ALP and are in addition to any other jurisdictional requirements including but not limited to zoning ordinances and building codes of the City of Cleveland, Tennessee.

- (1) Copies of all structural plans, site plans, and material specifications developed by a licensed architect and/or engineer shall be provided to Airport Authority for review and approval and upon approval shall become the property of the Airport.
- (2) Airport Authority or designated agent shall make frequent inspections during construction of any approved building. No changes to, or variation from approved plans and specifications shall be permitted unless approved in writing by Airport Authority.
- (3) Construction of approved structure or material component thereof may not commence until the following documents or proofs thereof are submitted and approved by the Airport Authority:
 - (a) Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance policies in the amount not less than defined by Airport Authority.
 - (b) Contractor's Property Damage Liability Insurance shall be in an amount of not less than defined by Airport Authority.
 - (c) Property insurance upon the entire Work site.
 - (d) A Performance, Material and Labor Payment Bond that equals the value of the proposed project.
- (4) Erection of temporary buildings will not be permitted except for use in support of active construction project with removal upon completion of the project.
- (5) In the event of any failure on the part of any Lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by Airport Authority, shall be cause for management to revoke any ground lease with the Lessee of the project and require that the structure be removed from airport property. In addition

to the forgoing remedies, Airport Authority shall retain all other remedies provided by the lease term or provided by law.

Section 5. – Minimum Develop Standards

- (1) General Requirements: This general section requires permits for the building, plumbing, mechanical, and electrical.
 - (a) All structures shall be designed and constructed in accordance with the Building, Plumbing, Mechanical and Electrical Codes as adopted by Yavapai County, AZ.
 - (b) All structures shall be designed and constructed in accordance with the International Fire Code (IFC) and NFPA 409 and approved by the Sedona Fire District.
 - (c) All plans must be approved by all required local or state building inspection offices and all permits must be obtained before construction begins.
 - (d) All electrical, plumbing, and mechanical or any other work that is governed by Federal, State or local licensing regulations will be performed only by individuals or companies so licensed.
 - (e) All construction shall be in compliance with all applicable zoning regulations, FAA regulations, height restrictions, and other regulations issued by any agency having jurisdiction over work or projects within the scope of these standards shall apply.
 - (f) Airport Authority must approve the schedule for all work and the approved schedule shall become binding upon the applicants unless modification of the schedule have been approved in writing by Airport Authority.

- (2) Special Requirements: The following are emphasized to promote safety, insurability of structures on airport properties, and to maintain the value of all airport properties.
 - (a) Footings and Foundations: Soil tests shall be performed at the location of any proposed structure and the design of the footing and foundation based on the results. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to Airport Authority.
 - (b) Structural Strength and Materials: The Building Code currently adopted by Yavapai County shall apply as to allowable materials and structural strength for the structural class or types as determined by use, seismic zone, wind and/or snow loads.
 - (c) Fire Rating: The fire ratings of structures used for the storage of aircraft, motor vehicles, and flammable or hazardous materials shall comply with the IFC, NFPA 409 and any Federal, State or Municipal Fire Codes and are subject to the approval of Yavapai County and the Sedona Fire District.

- (3) Framing: All framing shall be of metal.

- (4) Exterior:
 - (a) All exterior surfaces must be pre-finished aluminum, steel, Concrete Masonry Unit (CMU) or concrete construction. No painted wood or other material may be

used. No galvanized metal shall be used on any exterior surface.

- (b) All exterior materials and colors must be submitted to Airport Authority for approval before construction starts. A standard color will be identified and registered with Airport Authority. The following colors are pre-approved for use:
Exterior: #9F8870 (Behr Toffee Crunch)
Trim: #C8200E (Rustoleum Sunrise Red)
 - (c) No wood or wood composite siding or roofing shall be allowed. Exceptions to the rule may be granted by Airport Authority based on aesthetics or airport operational requirements. Requests for exceptions must be made in writing at time of initial plan review.
 - (d) The minimum gauge steel used for roofing shall be twenty-eight (28) and shall be factory finished in a color approved by Airport Authority and warranted by manufacturer as to color fastness for a minimum of twenty (20) years.
 - (e) Concrete: where CMU, poured in place or preformed concrete walls are used, the exterior shall be sealed and stained in a color approved by Airport Authority.
 - (f) All signage on hangars and leased property must have prior approval from the Airport Authority.
- (5) Floor and Ramp Construction: All Floors and ramps must be constructed of concrete having a minimum of five (5) inch thickness or as approved and shall include reinforcement of a type approved by Airport Authority. Thicker ramps may be required based on the intended use of the hangar(s) and the Maximum Ramp Weight of the intended tenant aircraft. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to Airport Authority. A stiff broom finish is required on exterior ramps.
- (6) Taxilane Construction: Access taxilanes shall be constructed in accordance with FAA A/C 150/5300-13A "Airport Design". All taxilanes and aprons/ramps shall be design and constructed to support the weight of intended use aircraft and support the movement of aircraft with a wingspan equal to the widest door in the hangar row.
- (7) Doors: Bi-fold doors are recommended because of their ease of operation. Approved swing out, overhead or sliding doors may be used. All pedestrian doors must be of pre-finished metal construction.
- (8) Drainage: The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water into the existing airport storm sewer system. In areas where no storm sewer exists, Airport Authority may require the installation of inlet and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing storm sewer system. An approved system of oil/water separators may be required to prevent contamination of surface or ground water resources.
- (9) Oil/water Separators: Aviation repair and paint facilities, dealerships, fuel stations, equipment degreasing areas, and other facilities generating wastewater with oil and

grease content are required to pre-treat these waters before discharging to the septic system. Pre-treatment requires that an oil/water separator be installed and maintained on site.

(a) Oil/water separators shall be commercially manufactured and sized for the intended discharge rates for the facility where it is installed.

(10) Landscaping: The Sedona Airport strives to achieve a pleasing aesthetic quality in the colors, design, uniformity, and structure of any new hangars developed on the Airport. As such, proposed hangar development must be approved by the Authority for conformity to aesthetic quality standards. The Authority can reject distasteful designs and color schemes at their discretion. The Airport Authority may require landscaping due to the location of the structure. All plans for landscaping shall be approved by Airport Authority. Trees are not encouraged to be planted as they contribute to the attraction of birds.

(11) Utilities: Connection to electric, water, and internet shall be the responsibility of the Lessee. All new electric, cable TV, Internet, and telephone lines shall be placed underground. Upon completion of construction, a plot plan showing the exact location of all Lessee installed utilities shall be given to Airport Authority.

(a) No sanitary sewer connections are present on the Airport Mesa, and as such, a septic system shall be required for any restrooms. Due to the low quantity of developable space on the mesa, each hangar development shall be limited to no more than 1 septic system per acre.

(b) No trenching or excavation shall commence until all pipes and lines in the area have been located. Utility companies shall be contacted for locations. The Lessee shall be responsible for any damage to existing utilities or communication lines.

(12) Access: Airport Authority may require the Lessee to construct paved roadways, taxiways and controlled access gates to provide access to the structure. Plans for any roadway or taxiway so required shall be submitted to Airport Authority for approval. Sidewalks and walkways connecting doorways to parking areas are required at each conventional hangar.

(13) Clean up and Reclamation: A covered dumpster or other appropriate covered receptacle shall be on site prior to construction and shall be used for all waste materials.

(a) All areas disturbed during hangar construction, including utility trenches, must be cleaned up, compacted and covered with topsoil and compacted again. The entire area shall then be covered with sod or re-seeded by the Lessee with a grass mixture approved by Airport Authority.

(b) All areas around the hangar, apron, and ramp must be back-filled in a manner that will allow mowing over the edges of ramps and adjacent buildings.

(14) Hangar Size:

(a) Conventional Hangar Building Dimensions:

Minimum conventional hangar size shall be 50 feet by 40 feet. Larger hangar sizes may be constructed and are encouraged. All hangars shall be “connected” box hangars in rows of at least 4 hangars to maximize use of limited space on the airport. Hangars may have fire walls as required. All hangars must conform with applicable Yavapai County construction and Sedona Fire District Fire Code requirements. Conventional hangars must have common design elements which include:

1. Steel Construction for all columns, braces, rafters, and rods.
2. Metal siding and roofing.
3. Bi-fold doors recommended.
4. Clear-span interior construction and concrete floors.
5. Hangar apron shall be equal to the width of the hangar door, may be asphalt, and must connect to the existing taxi lanes.
6. Paved automobile parking spaces shall be provided, based upon the size and expected occupancy of the proposed hangar. Rules of thumb include one parking space for each employee and one space for each 250 square feet of office space.
7. If the hangar forms a portion of the airside/landside perimeter fence, access doors shall have appropriate security measures to be approved by Airport Authority.

(15) Additional restrictions or requirements may be imposed by Airport Authority when, in their judgment, such restrictions or requirements are necessary to ensure safety, airport operations, aesthetics, or property value.

Section 6. – Notice to Proceed.

(1) When satisfied that all provisions of this directive have been, or will be fulfilled, Airport Authority’s designee will issue a letter notifying the Lessee to proceed with the approved work. All materials will be shared with the Sedona Fire District and Yavapai County.

(2) Any loss incurred due to work performed, material purchased, or subleases signed by the Lessee prior to receipt of Notice to Proceed shall be the Lessee’s responsibility.

Attachment D

Sedona Airport Yavapai County, Arizona

Required Content of an Application for a Lease and Operating Agreement to Provide Commercial Aeronautical Services

The Sedona-Oak Creek Airport Authority (“SOCAA”) welcomes commercial aeronautical operators to provide aeronautical services at Sedona Airport (the “Airport”) in a safe and responsible manner for the benefit of the aviation community and of Yavapai County’s residents and visitors alike. To ensure orderly, reasonable, and not unjustly discriminatory access to the Airport, SOCAA proposes to require that any applicant to provide one or more commercial aeronautical services at the Airport (an “Applicant”) provide the following information as part of its application.

If SOCAA has prepared an application form, Applicants shall provide the required information below using that form, adding any attachments or exhibits to such form necessary to ensure all the required information is included. If SOCAA has not prepared such a form, each Applicant shall provide the information below in a written format, submitting such information to SOCAA in a manner specified by the Airport Director.

1. **Applicant’s Identity and Contact Information.** The Applicant shall provide:
 - a. Its full name;
 - b. All aliases, trade names, and “doing business as” names that the Applicant uses, has used, or expects to use to market or provide commercial services, either at the Airport or elsewhere;
 - c. Its address(es), including both physical and, if different, mailing addresses;
 - d. Its telephone number;
 - e. Its email address;
 - f. If the Applicant is a corporate entity, its state or federal business registration number or tax identification number; and
 - g. If the Applicant intends to conduct any portion of its On-Airport Business (defined below) in conjunction with one or more affiliated entities, including without limitation joint venture partners or entities under common ownership or control (an “Affiliate”), all of the information requested in this paragraph 1 must also be provided with respect to that (those) other entity(ies).
2. **Term.** The Applicant shall specify the duration of the lease and operating agreement it proposes (the “Term”), as well as any option to extend the Term. Applicants should be

mindful that SOCAA generally will not grant a lease of more than two years except where an investment in Airport facilities that justifies a lease of longer duration.

3. Leasehold and Development Description.

- a. The Applicant shall specify, with particularity, the space that the Applicant proposes to obtain by lease, including any land or facilities included therein. Such description shall specify (i) whether the Applicant intends to lease the space directly from SOCAA or to sublease it from another Airport lessee; (ii) the approximate square footage of the space and (iii) a map, to scale, depicting the location and configuration of such space in detail.
- b. If the Applicant intends to construct or install any improvements on its proposed leasehold, the Applicant shall further provide a detailed description of such improvements, including (i) a depiction of such improvements, to scale, on the map described in paragraph 3(a), and (ii) detailed architectural plans for such proposed improvements.

4. Proposed Business Description. The Applicant shall describe specifically the commercial aeronautical services that the Applicant proposes to provide at the Airport (the “On-Airport Business”). If the Applicant will conduct the On-Airport Business in conjunction with an Affiliate, the Applicant shall identify the services, equipment, or facilities to be contributed by the Affiliate. Such description shall also describe the type of aeronautical operation(s) proposed and include an informed projection of the Applicant’s anticipated:

- a. Volume of business (*e.g.*, number of operations, volume of sales, and number of daily customers);
- b. Hours of operation;
- c. Number of on-Airport employees; and
- d. As applicable, numbers of aircraft and ground vehicles to be used in the On-Airport Business.

5. Identity of Applicant’s Key Personnel:

- a. The Applicant shall provide the full name, address, telephone number, and email address of:
 - i. Each principal of the Applicant and its Affiliates, if any;
 - ii. Each officer of the Applicant and its Affiliates, if any;
 - iii. Each person whom the Applicant anticipates will work for the Applicant or its Affiliates, if any, on the Airport, to the extent known, whether as an

employee, manager, or principal of the Applicant (the “On-Airport Staff”); and

iv. Each other person whom the Applicant anticipates will exercise management responsibilities over the Applicant’s and its Affiliates’, if any, proposed On-Airport Business, regardless of whether such person will be present (*e.g.*, Chief Pilot, Director of Maintenance, General Manager) (the “Managers”).

b. For each person listed in paragraph 5(a), the Applicant shall specify the title and role of the person and which of the personnel categories listed in paragraph 5(a) (*e.g.*, principal, officer) apply to such person.

6. **Aircraft and Ground Vehicles.** To the extent feasible, the Applicant shall provide a list of aircraft and ground vehicles (including, without limitation, any ground-support vehicles, automobiles, buses, and trucks) that the Applicant anticipates keeping or frequently operating at the Airport. For aircraft, that list shall include the aircraft make and model and the aircraft’s current Federal Aviation Administration (“FAA”) registration number. For ground vehicles, that list shall include the vehicle’s current state registration number.

7. **Financial Qualifications.**

a. The Applicant shall provide information that demonstrates its and its Affiliates’ financial capacity and ability to:

i. Install and, for the duration of its proposed Term, maintain any improvements it proposes to install at the Airport and any infrastructure that is required to support its improvements or On-Airport Business;

ii. Satisfy its financial obligations to the Airport; and

iii. Otherwise finance its On-Airport Business, including by hiring necessary employees and paying predictable business expenses, for at least six (6) months after the start of the Term.

b. The information required by paragraph 7(a) shall include, without limitation:

i. A current financial statement of the Applicant (and, if any, the Applicant’s Affiliates), certified by a certified public accountant;

ii. A pro forma statement for the first year of the Applicant’s On-Airport Business;

iii. A current credit report for the Applicant, the Applicant’s Affiliates (if any), and each of the Applicant’s and its Affiliates’ principals; and

- iv. Disclosure of whether the Applicant, the Applicant's Affiliates (if any), or any of the Applicant's or its Affiliates' principals has ever filed for or been placed into bankruptcy protection or gone into receivership.

8. Legal Qualifications.

- a. The Applicant shall provide copies of all certifications or other authorizations that the Applicant or its Affiliates would need to lawfully conduct its proposed On-Airport Business. If the Applicant lacks a necessary certification or authorization to conduct its On-Airport Business, the Applicant shall demonstrate, to the reasonable satisfaction of SOCAA, that it will obtain such certification or authorization prior to the commencement of the proposed Term.
- b. The Applicant shall disclose any documented violations, by itself or by any of its On-Airport Staff or Managers, of any provision of Title 14 of the Code of Federal Regulations (*i.e.*, the Federal Aviation Regulations) within seven (7) years prior to the date on which the Applicant submits the application to SOCAA.

9. Personnel Responsibility and Qualifications.

- a. For each of the Applicant's or its Affiliates' Managers and On-Airport Staff, the Applicant shall provide such individual's:
 - i. Aeronautical and aviation-related professional experience;
 - ii. Aeronautical certifications (*e.g.*, commercial pilot certificate); and
 - iii. Copies of any written complaints about the individual that the management of another airport or airport tenant has sent to the Applicant within the seven (7) years prior to the date on which the Applicant submits the application to SOCAA.
- b. For each of the Applicant's or its Affiliates' On-Airport Staff, the Applicant shall provide such individual's:
 - i. Criminal history and arrest record, if any, within the ten (10) years prior to the date on which the Applicant submits the application to SOCAA, such history and record including, without limitation, *nolo contendere* pleas, adjudications of innocence by reason of insanity or mental disability, or finding of incompetence to stand trial;
 - ii. History of any civil claims or litigation, within the seven (7) years prior to the date on which the Applicant submits the application to SOCAA, pertaining to allegations of assault, battery, coercion, conversion, drug use, financial misconduct, fraud, harassment, intimidation, intoxication, misconduct at an airport or onboard an aircraft, sexual misconduct, theft,

threats, any other form of violence, or any other conduct that might reasonably call into question the individual's ability to serve as a peaceful, responsible, and trustworthy principal, officer, or employee of the On-Airport Business.

10. **Insurance.** The Applicant shall provide a list of the types and amounts of insurance coverage that the Applicant or its Affiliates has obtained or proposes to obtain with respect to the On-Airport Business. To the extent that the Applicant has not yet obtained such insurance, the Applicant shall demonstrate that it will be able to do so prior to the start of the Term.
11. **References.** The Applicant shall provide the name, address, telephone number, and email address of the director (or functional equivalent) of each airport at which the Applicant, the Applicant's parent company (if any), or any of the Applicant's principals has operated within ten (10) years prior to the date on which the Applicant submits the application to SOCAA.
12. **Litigation.**
 - a. The Applicant shall disclose any judicial or administrative proceedings (including but not limited to proceedings before the FAA) to which both (a) the Applicant, the Applicant's Affiliates (if any), or any of the Applicant's or its Affiliates' principals and (b) Yavapai County or SOCAA have been named parties, regardless of when the proceeding commenced.
 - b. The Applicant shall disclose any judicial or administrative proceedings (including but not limited to proceedings before the FAA) to which both (a) the Applicant, the Applicant's Affiliates (if any), or any of the Applicant's or its Affiliates' principals and (b) any airport owner, operator, or sponsor, other than Yavapai County or SOCAA, have been named parties, provided that the proceeding was commenced or closed within five (5) years prior to the date on which the Applicant submits the application to SOCAA.
13. **Disclosure Authority.** On a form or forms provided by SOCAA, the Applicant shall authorize the FAA and the aviation or aeronautics commissions, directors, or administrators, or similar officials, of any state or local jurisdiction in which the Applicant has functioned as an aeronautical business to provide SOCAA with any information in their files pertaining to the Applicant.
14. **Additional Information.** If the Airport Director reasonably determines that certain additional information is necessary and appropriate to evaluate the application, the Applicant shall provide such information to SOCAA within the time specified by the Airport Director.

**Sedona Airport
Sedona-Oak Creek Airport Authority**

Authorization to Disclose Information Regarding Commercial Aeronautical Applicant

I, _____, hereby grant the following authorization and release on behalf of the following entities (such entities collectively referred to herein as the “**Parties**”):

Parties:¹

1. _____
(Full legal name of Party) (Tax ID or state business registration number)

2. _____
(Full legal name of Party) (Tax ID or state business registration number)

3. _____
(Full legal name of Party) (Tax ID or state business registration number)

4. _____
(Full legal name of Party) (Tax ID or state business registration number)

5. _____
(Full legal name of Party) (Tax ID or state business registration number)

I hereby authorize and release any and all federal, state, and local transportation, aviation, and aeronautics agencies and officials, including, without limitation, the United States Department of Transportation, the Federal Aviation Administration, and any state or local department of transportation, airport or aviation authority, or similar governmental entity with jurisdiction over a place in which any of the Parties has been registered or done business (each an “**Agency**”) to release to the **Sedona-Oak Creek Airport Authority (“SOCAA”)**, to the greatest lawful extent, any and all information that such Agency may possess related to any of the Parties. Such information may include, without limitation, business registration materials; applications for a lease or operating agreement; licenses, permits, or license or permit denials; authorizations to commence operations; records of formal or informal infractions, misconduct, or enforcement action; warnings; orders to cease, suspend, or modify operations; or communications between the Agency and any of the Parties or any of the Parties’ representatives.

I understand and agree that (a) SOCAA may review such information for purposes of evaluating any of the Parties’ qualifications for a lease or operating agreement at the Sedona Airport, (b)

¹ If there are more than five Parties, attach an additional sheet listing those additional Parties. If there are fewer than five Parties, write “N/A” for each line above for which no Party exists.

SOCOA may retain such information in its records at its discretion, and (c) SOCAA is not obligated to provide me or any of the Parties with copies of any of the information that the Agency provides to SOCAA pursuant to this authorization and release.

I agree to hold each Agency harmless for such Agency's release of information to SOCAA pursuant to this authorization and release.

I certify that I am legally authorized to execute this authorization and release on behalf of each of the Parties.

By:

(Signature)

(Date)

(Printed name)

(Title)

(Email address)

(Telephone number)

Attachment E – Hangar Development

Scoping Study

Hangar Development Fleet Mix and Hangar Sizes

Fleet Mix Analysis

The intent of the fleet mix analysis is to establish a baseline of the existing based general aviation fleet as well as the current transient operations occurring on the airport. This analysis will be extrapolated to determine the need for hangars of certain sizes to support projected growth of the airport's GA and corporate fleet, as well demand for hangar space for transient aircraft visiting the FBO.

Based Fleet Mix

In order to establish a viable based fleet mix, aircraft have been divided into four groups, based on their requirements for hangars using wing span and tail height as primary factors.

Group A (T-Hangars)

- Wing Span less than 40'
- Tail Height less than 12'
- Typical aircraft: Cessna 172/182/210, Piper PA-28, B36, Mooney M20, Vans RV, Bonanza

Group B (50' Box Hangars)

- Wing Span less than 50'
- Tail Height less than 14'
- Typical aircraft: Piper PA-46, Cirrus SF50, Cessna 300/400 Series, Large Piston Singles

Group C (60' Box Hangars)

- Wing Span less than 60'
- Tail Height less than 16'
- Typical aircraft: PC-12, C500/525, King Air 200/300/350, TBM, E55P

Group D – (75' or Greater Box Hangars)

- Wing Span of 60' to 110'
- Tail Height up to 28'
- Typical aircraft: Praetor, Challenger, Gulfstream, Global, Citation 700

As of the 3rd quarter of 2025, the Sedona Airport's based fleet consists of the following:

Group A: 81

Group B: 16

Group C: 2

Group D: 0

It is important to note that many commercial operators prefer to lease a larger hangar to house multiple aircraft, with many operators at Sedona already making that choice when possible.

Current Hangar Inventory

The current hangar inventory at Sedona is below. It is important to note that this list comprises both hangars owned by the Authority and hangars owned by individual tenants on ground leases. A majority of Group A hangars are portable t-hangars (port-a-ports)

Group A: 62

Group B: 19

Group C: 4

Group D: 1

Hangar Waiting List

The Sedona Airport also maintains an active waiting list for aircraft desiring to move into a hangar. The following is a breakdown of that waiting list using the previously established groups.²

T-Hangars: 11 on wait list

Group B Box Hangars: 12 on waiting list

In addition to the groups above, several local aviation businesses have expressed interest in leasing hangar space with adjoining store front and office space. It is likely that other commercial operators would desire a similar hangar if it was made available.

Transient Operations

In analyzing transient operations, the focus of the analysis is different. Rather than establishing a quantity of hangars needed for individual based aircraft, the intent is to determine the demand for hangar space needed to support transient aircraft storage that can support aircraft of all sizes, from piston-single engine aircraft to long-range business jets.³ Only data for Group B and larger was analyzed. Additionally, transient helicopters are included in the data below.

2025 Transient Operations

Group B: 633

Group C: 951

Group D: 143

Helo: 2832

Sedona Airport Operations Data

