



## **CHAPTER 1.**

### **Airport Standards Manual Kayenta Airport KTCS-26-12**

**Section 1. Rules and Regulations**

**Section 2. Architectural Standards**

**Section 3. Minimum Standards**

**Section 4. Rates and Charges**

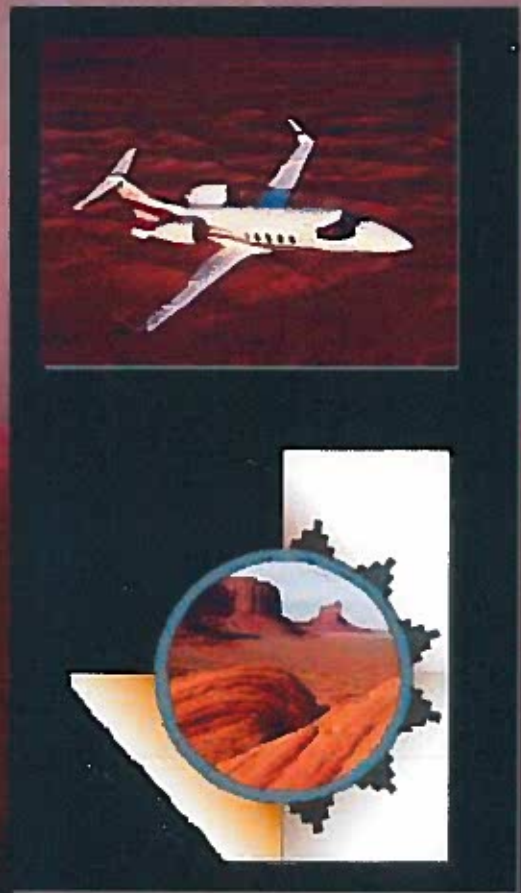
**Section 5. Airport Security**

**Section 6. Emergency Action Plan**

**Section 7. Airport Self-Inspection Plan**

**Section 8. Standard Hanger Rental Agreement and  
Commercial Aeronautical Services Agreement**

# Airport Standards Manual Kayenta Airport





# Section 1

## **RULES AND REGULATIONS**

**KAYENTA AIRPORT  
RULES AND REGULATIONS  
3/31/2012**

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**I. INTRODUCTION**

These Rules and Regulations have been adopted for the orderly and efficient operation of the Kayenta Airport. The provisions of these Rules and Regulations are intended to provide for the safe, orderly, and efficient operation of the airport. Any person who enters upon or uses the airport, its facilities, or any part thereof agrees that a condition of use is compliance with these airport rules and regulations. Use of the airport, its facilities, or any part thereof implies agreement to comply with the rules and regulations contained herein.

In any case where a provision of these rules and regulations are found to be in conflict with any other provision of these regulations adopted hereunder or in conflict with a provision of any zoning, building, fire, safety, health, or other ordinance of the Township the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances except those specifically repealed by these regulations or to excuse any person from performing obligations to the airport under any lease or other contractual agreement. No future airport contract, lease agreement, or other contractual arrangement, nor any payment or performance, shall excuse full and complete compliance with these rules and regulations. Compliance with these rules and regulations does not excuse failure to comply with any other local, state, or federal laws or ordinances.

**II. DEFINITIONS**

- A. **Accident** shall mean an occurrence during the operation of an aircraft in which any person suffers death or serious injury or in which the aircraft receives substantial damage.
- B. **Aircraft** shall mean a device that is used or intended to be used for flight in the air.
- C. **Airport Facilities** shall mean and refer to the realty which currently comprises, which may comprise in the future, and on which are located runways, taxiways, and motor vehicle parking areas that are available for use by users of the Airport, including, but not limited to, drainage facilities, fencing, gates, lighting systems, runways, taxiways, ramp areas, parking areas, visual aid systems, utility lines, strobe lights, beacons, and wind socks.
- D. **Airport** shall mean and have reference to all areas comprising the airport land owned by the Township and its successors or assignees that now exist or may hereafter be expanded together with their appurtenant facilities.
- E. **Airport Board** shall mean the Kayenta Airport Board which is the advisory body of the Kayenta Airport, appointed by Kayenta Township.
- F. **Commercial Aviation Activities** shall mean activities that include, but are not limited to, bringing aviation fuel onto the airport, selling aviation fuel, motor fuel, and jet fuel, giving flying lessons, operating a flight school, providing charter and rental flights, renting aircraft, selling aircraft or aircraft related items, or providing (for compensation) repair and maintenance services for aircraft related items.
- G. **FAA** shall mean the Federal Aviation Administration.
- H. **FAR** shall mean the Federal Aviation Regulations.

- I. **Fixed Base Operator** shall mean any person, firm, corporation, or other entity operating a “fixed base” facility that is defined and approved by these regulations and minimum standard requirement as promulgated, revised, and amended by the Board and the Township, as well as other pertinent local, state, and federal authorities.
- J. **Flammables** shall mean any material that has a flash point at or below 100 degrees Fahrenheit.
- K. **Fuel Farm** shall mean one (1) or more fuel storage tanks.
- L. **Fuel Servicing Equipment** shall mean vehicles and equipment used for fueling or defueling.
- M. **Hazardous and Toxic Materials** shall mean fuel petroleum products, pesticides, solvents, paint, explosives, flammables, and any other substance that requires special handling under current or future federal, state, or local environmental safety and health regulations.
- N. **Motor Vehicle Parking Lot** shall mean the paved, graveled, or marked areas for vehicular parking.
- O. **National Testing Laboratory** shall include the national Fire Protection Association, Underwriter’s Laboratory, and similar organizations that develop professional standards for fueling equipment.
- P. **Person** shall mean and include a natural person, gender, partnership, firm, association, corporation, or any other form of business entity.
- Q. **Ramp** shall mean the paved area for the airport normally used for aircraft parking, tie down, loading, and unloading.
- R. **Run-Up** shall mean engine acceleration to test its functions while the aircraft is stationary.
- S. **Runway** shall mean the paved area used for aircraft landing and takeoff.
- T. **Service Equipment** shall mean devices or vehicles designed for aircraft servicing or other airport functions, or devices regularly used at the airport; including, but not limited to, fuel trucks, tractors, snowplows, mowing equipment, and other equipment that may be necessary for airport maintenance and upkeep.
- U. **Taxiway** shall mean the paved area of the airport designated for aircraft movement that allows access to and from the runway and ramp areas.
- V. **Kayenta Township or Township** shall mean the entity that is the owner of the airport facilities and all realty, buildings, fixtures, and equipment on record at the Recorder’s office; also referred to as the airport owner or airport sponsor.
- W. **Tie Down** shall mean an unenclosed space where an aircraft is parked and centered on the center of the triangle formed by the tie down eye hooks.
- X. **Vehicle** shall mean a device (not an aircraft) in, upon, or by which any person or property is or may be propelled, moved, transported, hauled, or drawn upon any roadway or ground surface at the airport.

### III. GENERAL PROVISIONS

- A. The Township reserves the right to make additions, amendments, deletions, or corrections to these rules and regulations after proper public notice and pursuant to Navajo Nation law, as necessary for the safety and well being of aircraft operations and of persons using the Airport. Any regulation herein which conflicts with any municipal, county, state, or federal law, rule, or regulation shall be considered void. No regulation or part thereof shall be considered authorization to deviate from any municipal, county, state, or federal law, rule, or regulation.
- B. All persons using the Airport do so at their own risk. The Airport and regulatory authorities shall not be liable for losses sustained from property damage, personal injury, or death resulting from any accident, fire, or theft occurring within the limits of Airport property.
- C. The use of the Airport or any of its facilities in any manner shall create an obligation of the part of the user to obey all the regulations herein. All persons on any part of the property comprising the Airport shall be governed by the regulations prescribed herein and by resolutions of the Township relative to the use or occupation of any part of the property comprising the Airport.
- D. The Township may, at any time, take such action as may be deemed necessary in order to safeguard the public property at the Airport. Any person, firm, or corporation causing damage of any kind to the Airport or fixtures thereof shall be liable for such damage.
- E. Any damage to any Airport property or any accident on the Airport shall be reported immediately to the Township.
- F. No person not properly certified or registered by the FAA and no aircraft not similarly certified shall operate on the Airport. This restriction shall not apply to public aircraft belonging to the government of the United States or to a state, territory, any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.
- G. No person shall enter any restricted area posted as being closed to the public except by permission of the Township.

### IV. AIRCRAFT OPERATIONS

#### A. General

- 1. **Aircraft.** The owner of each aircraft parked on the airport facilities for more than 24 hours shall notify the Township and/or FBO within 24 hours of arrival of the registration number of the aircraft, intentions, and the persons responsible for it, including off-hour emergency phone numbers.
- 2. **Pilot.** A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating. All operators are expected to follow FARs and operate in a safe and responsible manner.
- 3. **Accident Reports.** Any person involved in an aircraft accident occurring at the airport shall make a full report thereof to the Township as soon after the accident as possible; but, in no event, later than the time required for reporting the accident to the FAA or to any other governmental agency or within 48 hours of the accident, whichever is sooner. The report shall include the names and addresses of the persons involved, a description of the accident, and its cause. When a written report of an accident is required by federal or state law, regulation, or agency a copy of such report shall also be submitted to the Township.

4. **Gliders and Ultralights.** For planning and safety purposes no person shall operate a glider, hang glider, hot air balloon, ultralight, or similar vehicle on or near the airport facilities unless he/she has received express written consent from the Township, has two-way radio communications, complied with any insurance, permit and safety requirements the Township may deem necessary to protect the owners and airport users.
5. **Skydiving.** For planning and safety no person shall conduct or participate in skydiving activity at or near the airport unless he/she has received express written consent from the Township for the proposed activity, complied with any insurance, permit and safety requirements the Township may deem necessary to protect the owners and airport users.
6. **Maintenance.** All aircraft repair or maintenance shall be performed only in designated areas.

#### **B. Traffic Pattern Procedures**

1. **Radios.** All aircraft, including ultralights, are strongly encouraged to have an operating two way radio.
2. **Traffic Pattern Directions.** Traffic Patterns will be left hand for runway 23 and right hand for runway 5.
3. **Traffic Pattern Altitude.** Downwind traffic pattern altitude is 6,710 feet mean sea level, one thousand 1,000 feet above the airport elevation.
4. **Position Reports.** It is recommended that all traffic in the traffic pattern make position reports and state intentions on the UNICOM frequency.

#### **C. Aircraft Movement**

1. **Takeoffs and Landings.** No person shall takeoff or land except on a runway or a designated helipad.
2. **Taxiing.** No person shall taxi an aircraft without first taking all necessary precautions to prevent a collision with other aircraft, persons, or objects. Aircraft shall not be taxied into or out of any hangar, shade, or other covered area. No person shall taxi an aircraft except on areas designated for taxiing, and all taxiing shall be done in a safe manner. If it is impossible to taxi an aircraft in compliance with this section then the engine shall be shut off and the aircraft towed to the new location.
3. **Wingspan Restrictions and Indemnification.** The Township recommends that aircraft operators only operate aircraft in areas of the airport consistent with the necessary wingspan clearances needed for the respective aircraft. The airport assumes no liability for damage or loss, including aircraft operation, in areas where an aircraft wingspan exceeds the necessary object clearance. Any such operation or resulting damage is solely at the risk of the aircraft operator and said operator, as a condition of using the airport, shall indemnify and hold harmless the Airport from any damages or losses resulting from said operations.
4. **Prop/Jet Blast.** No person shall taxi or operate any aircraft or rotorcraft on the Airport where the propeller or jet blast may cause injury to persons or damage to property. If necessary, the aircraft or rotorcraft operator shall shut down the engine(s) and have the aircraft towed to a non-critical area.
5. **Holding on Runways.** No person shall board or disembark from any aircraft on the runway except in an emergency.



#### **D. Parking and Towing**

1. **Aircraft Parking.** Aircraft shall be parked only in assigned, leased, or otherwise properly designated and authorized areas.
2. **Payment.** No person shall park or tie down an aircraft on the airport facilities without paying the prescribed rates and charges for use of the parking space.
3. **Securing Aircraft.** Aircraft owner and/or pilot shall be responsible for all damages caused by failure to properly secure the aircraft.
4. **Disabled Aircraft Removal.** Every aircraft owner, operator, and pilot, jointly and severally, shall be responsible for the prompt removal of disabled aircraft, together with the debris that may have resulted therefrom, unless required or directed by the Township or the FAA to delay such action pending an investigation of an accident. Care shall be exercised to avoid damaging airport property. In the event of failure to promptly remove such disabled aircraft the Township may cause the aircraft to be removed and bill the owners thereof for all charges incurred in the removal. The Township shall not be responsible for damage to disabled aircraft removed by the aircraft owner, the pilot, the Board, or other persons.
5. **Towing.** Aircraft will not taxi into or out of any hangar under actual aircraft engine power. All aircraft will be towed or pushed by machines or by hand into and out of hangars.
6. **Illegally Parked Aircraft.** All aircraft which are parked, stored, or abandoned contrary to the provisions contained herein may be impounded. Redemption of aircraft which have been impounded will necessitate the owner or operator paying all fees accrued against such aircraft including towing and storage fees incident to impoundment. The Township may remove aircraft from an illegal parking place and the customary charge for such activities shall be the responsibility of the registered owner of the aircraft.
7. **Inoperable, Abandoned, or Junked Aircraft.** Inoperable, abandoned, or junked aircraft shall not be permitted at the Airport unless storage or parking of such aircraft is the primary business of the person storing or parking such aircraft and such business has obtained the necessary commercial activity approvals or unless the aircraft is scheduled to undergo repairs with the intent of placing the aircraft into airworthy condition. Aircraft scheduled to undergo repairs with the intent of placing the aircraft into airworthy condition must have such repairs begin within 45 days unless special arrangements with, and permission is obtained from, the Township. Such aircraft parked or stored in excess of this time may be deemed abandoned or junked aircraft subject to impoundment as illegally parked aircraft.
8. **Impounded Aircraft.** The Township shall have a lien on impounded aircraft for the storage and care thereof. Notification to the owner of such impounded aircraft shall be conclusively presumed given if, after 60 days of unpaid storage charges or fees, the registered owner of such aircraft is advised, by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of charges, the Township's lien for the payment of same, and the contemplated public sale of such aircraft following the expiration of 30 days from the mailing of such notice unless payment or suitable arrangements for payment have been made.

#### **V. VEHICLE OPERATIONS**

- A. **Licensing and Insurance.** No person shall operate a vehicle of any kind on the Airport without a valid operator's license. All vehicles authorized to operate on the Airport shall at all times maintain at least the minimum coverage and amounts of vehicle liability insurance required by the State of Arizona.

- B. Control of Vehicles.** No person shall operate or park a vehicle in a manner prohibited by signs, pavement markings, or other signals posted by the Township. The Township has plenary power to regulate or prohibit any class or type of vehicle, any other type or class of wheeled vehicle, or other form of transport that operates at the Airport.
- C. Motor Vehicle Parking.** Public parking is only allowed in the designated public motor vehicle parking lots. No long-term parking exceeding 14 consecutive days is permitted without permission from the Township. "For Sale" vehicles are not allowed on the motor vehicle parking lot.
- D. Vehicles on Runways and Taxiways.** No person shall operate a vehicle on any runway or taxiway without the express approval of the Township, two-way radio communications or escorted by a vehicle with such communications and a flashing light on the vehicle.
- E. Right of Way.** Drivers of vehicles must yield the right of way to aircraft and pedestrians on the Airport.
- F. Service Vehicles.** Any vehicle being used on the ramp as a service vehicle must bear suitable identification which designates the operator to whom the vehicle is assigned.
- G. Speed Limits.** No person shall drive a vehicle on Airport property in excess of 15 miles per hour.
- H. Motor Vehicle Accidents.** The driver of any vehicle involved in an accident on the Airport which results in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render reasonable assistance to a person injured in the accident, including contacting emergency medical personnel or making arrangements for the caring of the person by a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that treatment is necessary or if the caring is requested by the injured person, and give his/her name, address, operator's license, and registration number to the person injured, the Township, and to any police officer or witnesses of the accident. The operator of such vehicle shall make a report of such accident in accordance with state law and provide a copy of same to the Township.
- I. Careless Operations.** No vehicle shall be operated on any portion of the Airport:
1. In a careless, negligent, or reckless manner;
  2. In disregard of the rights and safety of others;
  3. Without due caution or circumspection;
  4. At a speed or in a manner which endangers or is likely to endanger persons or property;
  5. While the driver would be prohibited by law from operating a motor vehicle upon a public road due to drug or alcohol impairment or influence;
  6. If the vehicle is so constructed, equipped, or loaded as to endanger or be likely to endanger persons or property or to result in the load or other materials becoming separated from the vehicle;
  7. If the vehicle is so equipped without operating headlights, taillights, turn signals, or brake lights during hours of darkness or during inclement weather; or
  8. In a manner that does not allow the vehicle to be immediately driven or towed away from any nearby aircraft in case of an emergency.

## VI. PEDESTRIANS AND PERSONNEL

- A. **Liability for Damage.** Any person causing damage of any kind to airport property or fixtures shall promptly pay the Township for all repairs and damages. If the Township prevails in a legal action to collect damages, they may also collect reasonable attorney's fees.
- B. **Personnel on Runways and Taxiways.** Pedestrian traffic in any form is strictly forbidden on runways and taxiways. Maintenance crews and others performing essential functions with the permission of the Township are not considered pedestrian traffic.
- C. **Pedestrian Right of Way.** Pedestrians must yield the right of way to aircraft on the Airport.
- D. **Model Airplanes.** No person shall operate a model aircraft or other un-piloted flying device on the Airport except with the express written permission of the Township. Such written permission shall set forth the manner of operation and location that is permitted and no person shall violate the terms of the written permission.
- E. **Lost, Mislaid, or Abandoned Property.** Lost, mislaid, or abandoned property shall be deposited at the Fixed Base Operator office and, if not claimed by the owner within 60 days, may be turned over to the finder or becomes the property of the Township to be sold, used, or disposed of at their discretion.
- F. **Smoking Areas.** No smoking shall be permitted within 50 feet of aircraft, fuel trucks, and/or fuel storage areas, or where specifically prohibited by the Airport.
- G. **Firearms and Explosives.** No person, except an authorized law enforcement officer or member of the Armed Forces of the United States on official duty, shall possess any firearms, or explosives on the Airport, except those firearms that do not contain live ammunition, are in an enclosed case, and are intended for immediate transport. No person, other than those identified above, shall store, keep, handle, use, dispense, or transport at, in, or upon the Airport any Class A or Class B explosives, any radioactive substance or material (except for minimum amounts of radioactive substances such as radioactive paint illuminating instrument dials) without the prior written authorization from the Township.
- H. **Waste Containers and Disposal.** All persons shall dispose of all waste in the appropriate waste containers and, under no circumstances, shall any person dispose of furniture, appliances, or other similar items in any location on or near the Airport, including trash containers. No petroleum products, industrial waste matter, or other hazardous material shall be dumped, or otherwise disposed of, except in accordance with local, county, state, and federal environmental law. Any hazardous material shall be the responsibility of the originator under all applicable laws.
- I. **Maintenance of Property.** Persons occupying, leasing, managing, or otherwise controlling airport property shall maintain that portion of said property in a condition of repair, cleanliness, and general maintenance equal to or greater than the level of maintenance maintained by the Airport in comparable areas. At a minimum, the area must be free of pavement lips or obstacles, vehicle ruts, excessive standing water, trees and vegetation exceeding 12 inches in height, and free from any and all conditions hazardous or potentially hazardous to aircraft. Any person desiring to perform routine property maintenance shall notify the Township at least two (2) hours prior to commencing any work. Any person desiring to perform new construction, demolition, or excavation shall notify the Township and coordinate safety-related items at least 48 hours prior to commencing any work. No person shall make any alterations to any airport property without prior notification to the Township and obtaining any other required permits.

- J. **Storage, Transfer, and Cleanup Charges.** The Township may remove and impose storage, removal, and transfer charges upon any property unlawfully located on the Airport. The Township may clean up any material unlawfully spilled, placed, or otherwise deposited on the Airport and may charge the responsible persons for the cost of the cleanup, any required environmental remediation, and expenses incurred by, or fines or damages imposed on, the Township as a result thereof.
- K. **Property Damage, Injurious or Detrimental Activities.** No person shall destroy, deface, injure, or disturb in any way airport property or conduct on the airport activities that are injurious, detrimental, or damaging to the Airport or to activities and business of the airport. Any person causing or liable for any damage shall be required to pay the Township, on demand, the full cost of repairs. Any person failing to comply with this section shall be in violation of these regulations and may be refused the use of the Airport until the Township has been fully reimbursed for damage done.
- L. **Disorderly Conduct and Intoxicating Liquors.** No person shall commit any disorderly, obscene, or unlawful act or commit any nuisance on the Airport, become intoxicated on any portion of the airport, and no intoxicated person shall enter upon or loiter on or about the airport.
- M. **Animals.** No person shall bring a dog or other animal onto the airport premises unless the animal is controlled by a leash. Any person bringing a dog or other animal onto the airport shall clean up any mess it causes immediately and shall be responsible for any damage or injury it causes. No person shall bring a dog or other animal into the airport terminal unless it is a seeing eye or hearing dog.
- N. **Obstacles.** With the exceptions noted below, no vehicles, aircraft, or other objects may be parked, temporarily stored, or left standing in any aircraft operating area. The Township may cause to be removed from the airport or aircraft operating area any vehicle or aircraft which is disabled, abandoned, parked in violation of these regulations, or any and all objects or obstacles which present a hazard to aircraft at the owner's or operator's expense and without liability for damage which may result in the course of such moving.
- O. **Airport Security.** All persons shall immediately report to the Township or local law enforcement authorities the presence or observation of suspicious activities or persons on or in the vicinity of the airport, all persons shall at all times keep vehicular access points to the aircraft operations area closed when not in immediate use, and any person who accesses the airport shall be responsible for their actions and all actions of any person to whom they provide access, whether directly or indirectly, and shall defend, indemnify, and hold harmless the Township from any damages or losses resulting therefrom, including any fines levied against the Airport by the FAA.

## VII. FUELING AND FLAMMABLE FLUIDS

- A. **Fueling.** The Township and/or its successors and assignees, is the sole and only provider of aviation fuel on the Airport facilities, or on properties with granted rights of access to the Airport facilities. No person or persons may bring aviation fuel on the Airport facilities or properties with granted rights of access to the Airport facilities for the purpose of fueling aircraft or rotorcraft without the expressed written consent from the Township. Such authorization shall include, among other things, a per gallon flowage fee to be paid to the Township at a price to be determined if such authorization is granted.
- B. **Fueling Equipment.** All fuel servicing equipment shall comply with a national testing laboratory standard for that equipment. Equipment shall be maintained in a safe operating condition and shall be removed from service when it leaks or malfunctions.

- C. **Location.** Fueling operations shall be conducted in areas designated by the Township. No fuel servicing shall be conducted inside a hangar or building, within 25 feet of any hangar or building, or within 50 feet of any open flame, combustion, and ventilation air intake or any boiler, heater, or incinerator.
- D. **Removal of Gas, Oil, Grease, and Aircraft Washing Effluent.** No person shall keep any aircraft or vehicle at the airport without providing for the containment of leaking oil or fuel. In the event of spillage, leakage, or dripping of gasoline, oil, grease, aircraft washing effluent, or any material which may be unsightly or detrimental to an airport area, the source shall be removed immediately. The responsibility for the immediate removal of such gasoline, oil, grease, aircraft washing effluent, or other material shall be assumed by the operator or owner of the equipment causing the leakage or the property owner responsible for the deposit. In the event of such spillage, and the failure of the operator or owner to restore the area to its original safe and environmentally sound status, the Township may clean up any material unlawfully spilled, placed, or otherwise deposited on the airport and may charge the responsible persons for the cost of the cleanup, any required environmental remediation, expenses incurred by, and fines or damages imposed on the Township as a result thereof.
- E. **Spills.** Each person shall exercise care to prevent fuel spills. When a spill occurs, fuel servicing shall be stopped immediately and the persons responsible shall take whatever action is necessary to stop and contain the fuel spill, provided it can be done safely.
- F. **Notification.** The responsible party shall notify appropriate emergency services and the Township immediately when a fuel spill or otherwise hazardous condition occurs.
- G. **Bonding.** During fuel servicing operation, the aircraft and fuel servicing equipment shall be electrically bonded in accordance with current National Fire Protection Agency (NFPA) standards to prevent ignition of volatile gases by static electricity.
- H. **Prohibited Fueling.** Fueling and de-fueling are prohibited when the engine is running on the aircraft or vehicle being fueled or de-fueled unless authorized by the aircraft operating manual; when a combustion heater, charger, radio transmitter, or any other potential ignition source is being operated within 50 feet of the fuel servicing operation; or when lightning is within five (5) nautical miles of the airport.
- I. **Smoking.** Smoking is prohibited within 50 feet of any fuel servicing operation, any fuel truck, and any aircraft while fueling operations are taking place, or any other place designated by the Township.
- J. **Fire Extinguishers.** At least one (1) fire extinguisher with a minimum 10-BC classification shall be within 75 feet of all fuel servicing operations.
- K. **Fuel Servicing Equipment Parking.** No person shall park a fuel-servicing vehicle or allow it to remain within 50 feet of any building or to remain parked side by side with less than ten (10) feet between them.
- L. **Hazardous or Toxic Material.** No hazardous or toxic material may be brought onto the airport facilities. No person shall store, use, or dispose of hazardous or toxic materials in any manner that will allow them to contaminate the air, ground, or water supply at the Airport.
- M. **Dumping of Oil.** No person shall dump or drain oil or other petroleum products on the ground at the airport facilities, nor in the storm drains.

- N. **Responsibility of Airport Users.** Each airport user shall take whatever steps as are reasonable and necessary to prevent fire. If a fire occurs, the responsible party, or any other person observing it, shall notify the fire department and the Township immediately.
- O. **Aircraft Cleaning.** No person shall use flammable or volatile materials in the cleaning of any aircraft, aircraft engine, propeller, or any other appliance on airport facilities.
- P. **Aircraft Stripping and Painting.** No person shall strip an aircraft on the airport facilities. No person will allow any residue from any cleaning, stripping, or washing operation that may contain hazardous materials to enter any sewer or drain system.
- Q. **Ignition Source.** No person shall start an engine or create any other spark when flammables are close enough to create a fire hazard or closer than 50 feet.

## VIII. COMMERCIAL ACTIVITIES

- A. **Commercial Activity.** No person or business shall conduct any form of commercial activity, including aviation and non-aviation activities, on the airport without the expressed written permission and approval of the Township.
- B. **Advertisement.** No person shall post, distribute, or display signs, advertisements, circulars, printed, or written matter on the airport without written permission from the Township.
- C. **Commercial Photography.** No person shall take still, motion, or sound pictures of or on the airport for commercial purposes without first receiving a duly authorized permit from the Township and paying the appropriate fees.
- D. **Soliciting Funds.** No person shall solicit funds or anything of value for any purpose at the airport without specific written permission from the Township.

## IX. ENFORCEMENT

- A. **Intent.** This regulation is designed to establish and define the enforcement authority necessary for the maintenance and promotion of the safe, orderly, and efficient operation of the Airport; for the order and security of its inhabitants, users, and visitors; and to protect the peace, lives, health, and property of such inhabitants, users, and visitors.
- B. **Enforcement Authority.** The airport manager, any authorized peace officer, and other regularly appointed employees or representatives specifically designated by the Township shall have the right and power to enforce any and all regulations contained in these rules and regulations.
- C. **Power to Require Identification.** The Township and other regularly appointed employees of the Airport specifically designated by the Township shall have the right and power to request and require any person to give his/her true name and residence in matters connected with the airport, including enforcement of these rules and regulations. No person shall intentionally refuse to report or give a false report of his/her name or residence to the Township or designated employee who has requested the information when acting in an official capacity in a matter connected with the airport.
- D. **Penalties.** Persons found to be in non-compliance with the provisions of these rules and regulations will be subject to the revocation of certain privileges upon the airport premises which may include, but are not limited to, removal from the airport premises, fines of not less than \$1.00 or more than \$500.00, revocation of commercial activity privileges and/or business license, termination of lease or operating agreement, or civil penalties as may be provided for by local, state and federal law.



# **Section 2**

## **ARCHITECTURAL STANDARDS**



**KAYENTA AIRPORT**  
**AIRPORT BUILDING DESIGN STANDARDS**  
**3/31/2012**

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Please Note: These standards are in addition to the Township Building Code

**1. DESIGN STANDARDS.**

- A. **Setbacks from Aircraft Operating Surfaces.** No aboveground portion of any building, fence, landscaping, wall or other structure shall be placed within the taxiway/taxilane Object Free Area as indicated on the Airport Layout Plan.
- B. **Landscaping.** All landscaping shall be designed to discourage the nesting and aggregation of birds and animals.
- C. **Exterior Lighting.** Obstruction lighting shall be installed when required to meet FAA safety standards. Exterior illumination, including that in illuminated signs, shall never be angled above the horizontal, nor extend into flight patterns or other aircraft operating surfaces, unless designed and approved specifically for the purpose of aiding aircraft navigation or safety. Area lighting of buildings, vehicle parking areas and walkways shall be shielded so as not to shine above the horizontal, and shall not produce glare on adjacent streets, aircraft operating surfaces, or building sites.
- D. **Off-Street Parking and Loading.** Off-street parking shall be required as per the Township Zoning Code. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the Property.
- E. **Utility Construction.** All utilities to be constructed at the Airport including water, wastewater, natural gas, telephone, electric and cable TV, shall be constructed underground from the point of service to the parcel or improvement thereon.
- F. **Architectural Standards.**
  - 1. Stand-alone hangars (one single open bay) shall contain no less than 2,200 square feet of total floor area, including aircraft parking space. Hangar aircraft entry doors shall be either bi-fold or sliding door types. No barn door types are allowed. Minimum hangar aircraft entry door height of 12 feet required. Stand-alone hangars must also comply with any minimum separation standards as required by Township Fire Code.
  - 2. Multiple bay hangars (T-Hangars and the like) shall have no fewer than 4 bays. Each bay shall contain no less than 1,100 square feet of total floor area, including aircraft parking space. Each bay shall have either bi-fold or sliding aircraft entry door types. No barn door types are allowed. Minimum hangar aircraft entry door height of 12 feet required.
  - 3. All hangars shall be commercial grade metal buildings, but shall be painted, or permanently colored by manufacture to be compatible with that of the surrounding area as determined and approved by the Township. Natural metal is not acceptable as a finish. Hangars shall have a reinforced concrete pad no less than four (4) inches thick as a floor, and weatherproof, closing aircraft entry doors, and be provided with electrical service. Each stand-alone or T-hangar building shall have fire extinguishers and other protection required by the Township Fire Code.

4. Each hangar shall have an emergency eyewash area and shower for chemical accidents. For stand-alone hangars, this may be located inside or on the exterior of the hangar. For multiple-bay hangars, this emergency facility shall be mounted on the exterior of the hangar, and there shall be at least one clearly marked facility located on at least one end of the building.
5. All hangars shall be connected to the Airport's paved aircraft movement surfaces by a paved surface, matching the grade of the aircraft movement surface, and no less wide than the hangar's aircraft entry door, and of construction suitable for the type of aircraft hangared.
- G. Height of Buildings. Tenant shall adhere to FAR Part 77 requirements for notice of construction, including submission of FAA Form 7460-1 "Notice of Proposed Construction of Alteration" prior to beginning construction. Tenant shall be responsible for all potential obstruction marking and lighting requirements of FAR Part 77.
- H. Wind Resistance. All buildings shall be designed to withstand winds of eighty-five (85) miles per hour.
- I. Aircraft Parking Areas and Aprons. All aircraft parking surfaces shall be paved. Such surfaces shall be constructed to a minimum pavement strength of 12,500 pounds or to the operating weight of the heaviest aircraft using the pavement.
- J. Limit Erosion. The Township encourages all Lessees or Tenants to limit grading and clearing activities on a site to the actual physical area planned for facility development, to limit soil erosion and blowing sand and dust.
- K. Seasonal Restrictions. The Township may, in the approval of the building and site permits, impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impacts.

## **2. MAINTENANCE.**

- A. Orderliness. Lessees and Tenants shall keep and maintain the buildings, structures, parking areas, landscaping, signs and other improvements to the Airport under their care or control in an orderly and well maintained condition.
- B. Blowing Dust to be controlled. All areas of disturbed earth not in landscaped areas shall be maintained with ground cover plants and grasses to reduce blowing dust.
- C. Outside Storage and Trash. All rubbish, trash, garbage, debris and other wastes, all loading docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment shall be stored at the side or rear of the building and the improvements with which same are associated. All such storage shall be screened from public view or from a view from adjacent buildings in a manner approved in writing by the Airport Manager. Screening materials shall be maintained in a sound and slightly condition and be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored but in no event less than four (4) feet in height.
- D. Hazardous Materials. All storage of toxic or hazardous materials and waste will be in accordance with environmental statutes and regulations, and shall be protected from inadvertent public access (by fencing, under lock and key, etc.).
- E. Security. When a parcel or proposed improvement is located in such a position as to form the boundary of a legally required safety or security perimeter, the Lessee or Tenant may be required

to construct and maintain the required barrier. The lessee shall permit the Township to construct any such barrier without interference.

### **3. TEMPORARY STRUCTURES.**

- A. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Airport Manager. All temporary structures used for construction purposes must receive approval by the Airport Manager with regard to location and appearance. All such buildings shall be removed promptly upon completion of construction and that portion of the Building Site from which some are removed, restored to its original condition or to such condition as is otherwise required by these standards.

# **Section 3**

## **MINIMUM STANDARDS**

**KAYENTA AIRPORT  
MINIMUM STANDARDS  
3/31/2012**

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**I. INTRODUCTION**

Kayenta Township, hereinafter referred to as the Township, is responsible for the administration of the Kayenta Airport, Kayenta, Arizona, hereinafter referred to as the Airport, and has established these Minimum Standards which specify minimum requirements to be met as a condition for the right to conduct commercial activity on the Airport unless otherwise exempt by the Rules and Regulations of Kayenta Airport.

The Township has established these Minimum Standards to foster, encourage, and ensure the economic stability and orderly development of aviation activities and businesses at the Airport; as well as control the level and quality of services offered and to insure adequate service and facilities to Airport users. These Minimum Standards preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958 and conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations.

These Minimum Standards are not intended to be all-inclusive. The operator of a commercial activity on the Airport is also subject to applicable federal, state, and local laws, codes, ordinances, and other regulations. The Township reserves the right to require, in any lease issued under these Minimum Standards, other or more restrictive requirements on a non-discriminatory basis, whenever the Township, in its sound discretion, deems it is necessary or reasonable to do so. Furthermore, these Minimum Standards may be revised, supplemented, or amended by the Township at any time. However, prior to any amendment or other change, all operators conducting commercial services will be given written notice of the proposed change. A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify for the furnishing of aeronautical services on the Airport, subject to these Minimum Standards and a written agreement with the Township. The granting of such rights and privileges shall not be construed in any manner as an exclusive right.

**II. DEFINITIONS**

The following terms can be found throughout these Minimum Standards and are defined as follows:

1. A **Fixed Base Operator** is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for fixed base operators at the Airport. No person, firm, or corporation shall engage in any commercial activity as a Fixed Base Operator as herein defined unless the same is done in full compliance with the standards, rules, and regulations herein set forth.
2. An **Airport Tenant** is defined as any person, firm, or corporation leasing property at the Airport for aeronautical purposes, who is not a Fixed Base Operator. An Airport Tenant may hangar his/her aircraft on his/her leased property subject to the provision of contained herein.
3. A **Flying Club** is defined as any person, firm, or corporation leasing property at the Airport to foster or promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques

### III. APPLICATION REQUIREMENTS

A prospective operator of a commercial aeronautical activity shall submit to the Township, in written form, the following information, to the extent applicable, and any additional information which may be requested by the Township:

1. Name, address, and telephone number.
2. Detailed description of the scope of the intended services and operations and the methods to accomplish said services and operations.
3. The requested proposed date of commencement of operations.
4. Services to be offered.
5. Description of buildings or improvements to be constructed or space leased.
6. List of specific aircraft to be utilized (owned and leased), including aircraft numbers. Also copies of aircraft ownership documents and lease agreements for aircraft not owned by the operator.
7. Copies of all Air Carrier Operating Certificates and Operations Specifications for operations and maintenance.
8. Hours of proposed operations.
9. Number and types of insurance coverage to be maintained.
10. Proposed fee schedule.
11. Number of full-time, or equivalent full-time, personnel to be employed.
12. List of all large equipment to be utilized or stored on airport property.
13. Evidence of financial capability to perform and provide the proposed services and facilities.

### IV. GENERAL CONDITIONS AND PROVISIONS

The following conditions and provisions are contained or incorporated as a minimum in all leases between the Township and any Fixed Base Operator, Airport Tenant, or Flying Club engaged in any aeronautical service on the Airport.

- A. **Non-Discrimination.** For premises to be operated for the use and benefit of the public non-discrimination means:
  1. To furnish good, prompt, and efficient services adequate to meet the demands for its service(s) at the Airport;
  2. To furnish and service on a fair and non-discriminatory basis to all users;
  3. To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Fixed Base Operator or Airport Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers; and

4. The Fixed Base Operator, Airport Tenant, or Flying Club, his/her agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, national origin, or sex in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by the Airport Rules and Regulations. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Township take in order to comply with Sponsor's Assurances.
- B. **Non-Exclusive Rights.** It is understood and agreed upon that all contracts do not provide exclusive rights in accordance with 14 CFR Part 21.
- C. **Airport Development.** The Township reserves the right to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of the Fixed Base Operator, Airport Tenants, or Flying Clubs and without interference or hindrance.
- D. **Maintenance of Landing Area and All Publicly Owned Facilities.** The Township reserves the right 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 the Fixed Base Operator, Airport Tenants, and Flying Clubs in this regard.
- E. **National Emergency.** During a time of war or national emergency the Township shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of the instrument insofar as they are inconsistent with the provisions of the lease to the United States Government, shall be suspended.
- F. **Airport Obstructions.** The Township reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Fixed Base Operator, Airport Tenants, and Flying Clubs from erecting, or permitting to be erected, any building or structure on or adjacent to the Airport which, in the opinion of the Township, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- G. **Liability.** All Fixed Base Operators, Airport Tenants, and Flying Clubs shall protect the general public, customers or clients, Kayenta Township, and the State of Arizona from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance through a company authorized to do business in the State of Arizona with limits as prescribed in the respective categories, with Kayenta Township named as an additional insured, which policies must be approved by Kayenta Township and a Certificate of Insurance thereof furnished to Kayenta Township. It is further understood that as circumstances in the future dictate, the Township may require an increase in bodily injury and property damage insurance.
- H. **Operations.** Any person, firm, or corporation capable of meeting the minimum standards set forth herein for any aeronautical commercial operations is eligible to become a Fixed Base Operator, Airport Tenant, or Flying Club, subject to the execution of a written lease containing such terms and conditions as may be determined by the Township. A Fixed Base Operator, Airport Tenant, or Flying Club shall not engage in any business or activity on the airport other than that authorized under his/her particular category or categories.
- I. **Construction.** All construction required of Fixed Base Operators, Airport Tenants, and Flying Clubs shall be in accordance with design and construction standards required or established by the Township for the facility or activity involved. Title to any and all buildings and appertains which may be built on airport property shall revert to Kayenta Township when and if the Fixed Base Operator, Airport Tenant, or Flying Club vacates the lease for any reason unless otherwise stipulated in the associated lease agreement. All Fixed Base Operators, Airport Tenants, and Flying Clubs shall be required to furnish the Township payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such Fixed Base Operator, Airport Tenant, or Flying Club and

the Township. In the event the Township constructs the physical plant facilities (hangars, etc.) for use by any Fixed Base Operator, Airport Tenant, or Flying Club, under the provisions of any lease or other contract, such lease or contract shall be on such terms and conditions as to guarantee a full return of Kayenta Township's investment with ten (10) years plus interest and reasonable rental for use during such period.

- J. **Utilities.** All Fixed Base Operators, Airport Tenants, and Flying Clubs shall provide and pay for lights, gas, electrical current, water, sewer charges, and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefore by the suppliers promptly when due; unless otherwise stipulated in the associated lease agreement.
- K. **Sublease.** No Fixed Base Operator, Airport Tenant, or Flying Club shall sublease or sublet any premises leased from the Township, or assign such lease, without the prior written approval of the Township and any such subletting or assignment shall be subject to all of the minimum standards set forth herein. In the event the Fixed Base Operator, Airport Tenant, or Flying Club sublets any portion of this lease, the Sub-lessee must agree to assume the full obligation of the lease as set out herein and must agree to fully cooperate with the Township in seeing that these standards are complied with. In the event that the Sub-lessee fails to comply with these standards or fails to comply with the reasonable request or direction of the Township as it relates to these standards, the Fixed Base Operator, Airport Tenant, Flying Club, or Sub-lessee shall be held in default. If said default continues for more than thirty (30) days after notice of said default, the Township may terminate the lease.
- L. **Federal Aviation Administration Certificates.** All personnel required to hold FAA certificates or ratings shall maintain in good standing such certificates and ratings when exercising said privileges.
- M. **Insurance.** The Fixed Base Operator, Airport Tenants, and Flying Clubs shall procure and maintain continuously in effect at all times during the term of his/her agreement with the Township, insurance of the types and minimum limits set forth in these Minimum Standards for the respective categories of aeronautical services, protecting both the Fixed Base Operator, Airport Tenant, or Flying Club and the Airport Board, the Township, and the State of Arizona against public liability and property damage. The insurance underwriters for the required policy or policies shall be satisfactory to the Township and licensed to do business in the State of Arizona.

## V. STANDARD LEASE PROVISIONS

All leases, subleases, contracts, or franchises on airport property, or for airport operations or use, shall contain the following standard provisions:

- A. The right to conduct aeronautical activities for furnishing services to the public is granted to the Fixed Base Operator, Airport Tenant, or Flying Club subject to the agreement of:
  - 1. Furnishing said services on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
  - 2. Charging of fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Fixed Base Operator or Airport Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. The Fixed Base Operator, Airport Tenant, or Flying Club for himself/herself, his/her personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby agree as a covenant running with the land that:



1. No person on the grounds of race, color, creed, national origin, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
  2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and
  3. That the Fixed Base Operator, Airport Tenant, or Flying Club shall use the premises in compliance with all other requirements imposed by or pursuant to *49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.*
- C. The Fixed Based Operator, Airport Tenant, or Flying Club assures that it will undertake an affirmative action program as required by 14 CFR part 152, Subpart E, to ensure that no person shall on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Fixed Base Operator, Airport Tenant, or Flying Club assures that it will require that its covered sub-organizations provide assurances to the Fixed Base Operator, Airport Tenant, or Flying Club that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations to the same effect.
- D. That in the event of a breach of any of the nondiscrimination covenants, the Township shall have the right to terminate the license, lease, permit, or other agreements and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- E. No right or privilege has been granted which would operate to prevent any person, firm, or corporation from operating aircraft with its own regular employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.
- F. All hangars, buildings, properties, or land on the Airport shall be maintained in a clean, attractive, weed free, well painted, and junk free condition. If a Fixed Base Operator, Airport Tenant, or Flying Club has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, barrels, containers, or other unattractive items, he/she shall enclose such an area with a screen that will hide such area from public view.

## VI. FIXED BASE OPERATOR

A Fixed Base Operator is any person or corporation who shall have entered into a written agreement with the Township for the use of any buildings, shop, or hangar and who by further agreement guarantees to provide on the Airport and serve the public with the following minimum services and facilities:

1. Sale of aviation grade fuel and oil.
2. Oxygen.
3. Ramp parking and tie-down services.
4. Transient aircraft hangar storage.
5. Repair and preventative maintenance.
6. Public restrooms and telephone facilities.
7. Loading, unloading, and towing.

### MINIMUM STANDARDS AND REQUIREMENTS

- A. **Land.** The leasehold shall contain a minimum of one half (1/2) acre of land.

- B. **Buildings.** Construct or lease a minimum of 8,500 square footage of building providing adequate area of property lighted and heated floor space for offices, public lounge, pilot briefing area, restrooms and telephone, as well as adequate area for repair and hangar space. This area may consist of one (1) or more buildings. A minimum of 1,000 square feet must be provided for crew and passenger lounge facilities, clean, sanitary, and free public restrooms, telephone services, office space, and storage.
- C. **Personnel.** Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- D. **Hours of Operation.** Service shall be provided between the hours of 0700 and 2100, seven (7) days a week and available through "on-call" services capable of response within two (2) hours between the hours of 2100 and 0700.
- E. **Equipment.** All equipment specifically required for each activity must be provided.
- F. **Aircraft.** All aircraft requirements for specific activities to be performed must be provided; however, multiple use can be made of all aircraft except aerial applicator aircraft, to meet these requirements.
- G. **Insurance Coverage.** Required to carry the following types of insurance in the limits specified:
  - 1. **Aircraft Liability:**
    - a. Bodily Injury—\$1,000,000 each person, each accident.
    - b. Passenger Liability—\$1,000,000 each person, each accident.
    - c. Property Damage—\$1,000,000 each accident.
  - 2. **Comprehensive Public Liability and Property Damage:**
    - a. Combined Single Limit—\$1,000,000 aggregate.
    - b. Products Liability—\$1,000,000 each accident.
    - c. Student and Renters Liability—\$1,000,000 each person, each accident (if providing flight training or aircraft rental services).
  - 3. Hangar Keeper's Liability—\$1,000,000 each accident.
  - 4. Motor Vehicle Liability—\$500,000 each accident
  - 5. Workmen's Compensation and Employers Liability—statutory limit.

#### AIRCRAFT FUEL AND OIL DISPENSING SERVICE

- The Fixed Base Operator shall keep and offer for sale at the airport sufficient quantities of aviation fuels and lubricating oil, standard grades, brands, and quantity as are commonly used and demanded by the public and sufficient to satisfy public requirements. All aviation fuels and oils delivered to the Operator by a vendor shall be considered by the Township to be fuels and oils dispensed by the Fixed Base Operator for the purpose of calculating fuel flowage rates under the lease agreement.
- The Fixed Base operator shall furnish, at its own expense, or lease, a minimum of two (2) reliable metered filter equipped dispenser, fixed or mobile, from storage tanks having a minimum capacity of 10,000 gallons of aviation gas (AvGas) and 10,000 gallons of jet fuel (Jet-A). Separate dispensing pumps for each grade of fuel is required.
- If the Fixed Base Operator elects to utilize fixed storage tanks all fuel storage tanks shall be above ground unless otherwise authorized (ground mounted if located in properly bunkered and approved

closures) and such installations shall be in a location approved by the Township. The fuel farm shall comply with applicable uniform building code standards, fire codes, and ordinances. The Fixed Base Operator shall, at its sole cost and expense, maintain the fuel farm, all improvements thereon, and conditions consistent with good business practice, applicable laws, and equal in appearance and character to other similar improvements on the Airport.

- If the Fixed Base Operator elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 200 gallons of fuel. Trucks shall be properly maintained, operated, and equipped in accordance with applicable FAA, National Fire Protection Association, state, and local requirements and regulations.
- In conducting fuel operations, the Fixed Base Operator shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, de-fueling, and servicing aircraft. All such safety and operational requirements for the storage, handling, and dispensing of aviation grade fuels shall be governed by the applicable National Fire Protection Association (NFPA) regulations and local fire codes. All Fixed Base Operator fueling services and systems shall be subject to inspection for fire and other hazards by the Township or other representative of the Township and by the appropriate state and local fire agency.
- Trained, qualified personnel in accordance with FAA FAR Part 139.321, *Handling and Storing of Hazardous Substances and Materials*, shall be on duty during regular hours of operation for fuel dispensing.
- The Fixed Base Operator shall provide adequate and sanitary handling of all trash, waste, and other materials including, but not limited to, used oil, solvents, and containers.

#### RAMP SERVICES AND REPAIR AND MAINTENANCE

- The Fixed Base Operator shall provide adequate equipment and facilities, when needed, for washing aircraft, inflating aircraft tires, changing aircraft engine oil, servicing oleo struts, recharging or energizing aircraft batteries and starters, cleaning the interior of aircraft, and servicing oxygen and nitrogen equipment.
- The Fixed Base Operator shall provide adequate transient tie-down space for the storage of a minimum of six (6) small aircraft (less than 12,500 pounds) and three (3) large aircraft (greater than 12,500 pounds but less than 60,000 pounds). Adequate tie-down facilities shall include ropes, chains, or other types of restraining devices and wheel chocks.
- The Fixed Base Operator shall provide aircraft tugs, ground power units, deicing units, lavatory carts, and water carts in adequate number to provide service to their customers. All equipment shall be maintained and operated in accordance with OSHA and local and state industrial codes.
- The Fixed Base Operator shall provide adequate numbers of properly trained personnel to meet public requirements for all ramp services. Personnel shall be on duty during the specified hours of operations.

#### PUBLIC FACILITIES

- A minimum of 1,000 square feet of conveniently located, heated, and cooled lounge or waiting room for crews and passengers, office space, and restrooms shall be provided.
- Restrooms shall be heated and ventilated and accessible to crews and passengers in a clean and sanitary manner.
- A minimum of one telephone shall be provided for public use.

## LOADING, UNLOADING, AND TOWING

- The Fixed Base Operator shall provide adequate loading, unloading, and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions.
- The Fixed Base Operator shall provide adequate numbers of properly trained personnel to meet the needs of the public as it pertains to assist in loading, unloading, and towing of aircraft. Personnel shall be on duty during the specified hours of operations.

## VII. AIRPORT TENANT

A person having the use designation of Airport Tenant shall be limited to the following and only the following uses:

- Storage of wholly owned or leased aircraft, commercial aeronautical service(s), and/or maintenance on wholly owned or wholly leased aircraft. Such person shall not hangar aircraft owned by others, nor offer or provide, for financial gain, any services whatsoever to others unless authorized in accordance with an approved commercial aeronautical service agreement; except, however, other's aircraft may be temporarily hangared without compensation (temporarily is defined as less than sixty (60) days in one calendar year).

## MINIMUM STANDARDS AND REQUIREMENTS

- A. **Land.** The Airport Tenant shall contain a minimum number of acres deemed appropriate by the Township.
- B. **Buildings.** Construct or lease a minimum square footage of building or property providing adequate area for the operation of said agreement and the storage and maintenance of all said leased or owned aircraft as deemed necessary by the Township.
- C. **Personnel.** Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- D. **Hours of Operation.** Service shall be provided on a schedule deemed necessary by the Township.
- E. **Equipment.** All equipment specifically required for each activity must be provided.
- F. **Aircraft.** All aircraft specifically required for each activity must be provided.
- G. **Insurance Coverage.** Required to carry the following types of insurance in the limits specified:
  1. **Aircraft Liability:**
    - a. **Bodily Injury**—\$1,000,000 each person, each accident.
    - b. **Passenger Liability**—\$1,000,000 each person, each accident.
    - c. **Property Damage**—\$1,000,000 each accident.
  2. **Comprehensive Public Liability and Property Damage:**
    - a. **Combined Single Limit**—\$1,000,000 aggregate.
    - b. **Products Liability**—\$1,000,000 each accident.
    - c. **Student and Renters Liability**—\$1,000,000 each person, each accident.
  3. **Hangar Keeper's Liability**—\$1,000,000 each accident.
  4. **Motor Vehicle Liability**—\$500,000 each accident
  5. **Workmen's Compensation and Employers Liability**—statutory limit.

#### NEW AND USED AIRCRAFT SALES AND RENTALS

- The Airport Tenant shall provide suitable office space for conducting sales and rentals and the keeping of proper records in connection therewith.
- The Airport Tenant shall provide one person having a current pilot certificate with appropriate rating for the types of aircraft being used or demonstrated.
- A minimum of one airworthy owned or leased aircraft, properly maintained and certificated, must be available for rental.
- The Airport Tenant shall provide adequate facilities for servicing and repairing all aircraft utilized.

#### FLIGHT INSTRUCTION AND TRAINING

- The Airport Tenant shall provide at least one (1) FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to provide ground school instructions sufficient to enable students to pass the FAA written examination for private pilot ratings.
- The Airport Tenant shall own or lease at least one (1) properly certified and maintained aircraft equipped for flight instruction and suitable for use in instrument flight instruction.
- The Airport Tenant shall provide adequate facilities for storing, parking, servicing, and repairing aircraft used in flight instruction.

#### AIRFRAME AND POWER PLANT REPAIR

- The Airport Tenant shall provide sufficient hangar space to house any aircraft upon which airframe or engine repair is being performed.
- The Airport Tenant shall provide at least one (1) FAA certified Airframe and Power Plant mechanic, with ratings appropriate for work being performed, for a minimum of eight (8) hours per day, five (5) days a week.
- No entity is permitted to conduct airframe or power plant repair for compensation on the airport without prior permission to provide aeronautical services from the Township and remitting the appropriate fees.

#### AIR CHARTER AND AIR TAXI SERVICE

- All air charter and/or air taxi services shall abide by Federal Aviation Regulation Part 135.

#### AERIAL APPLICATIONS

- A minimum of one (1) person holding a current FAA commercial certificate, properly rated for the aircraft to be used and meeting the requirements of FAR Part 137 and applicable regulations of the State of Arizona shall be provided.
- The Airport Tenant shall provide a segregated chemical storage area protected from public access.
- The Airport Tenant shall provide one (1) aircraft meeting all requirements FAR Part 137 and applicable regulations of the State of Arizona. This aircraft shall be owned or leased and based on the Airport Tenant's leasehold.

- The Airport Tenant shall provide a DEQ-EPA approved washing area if the washing involves an aircraft which has been exposed to chemicals.

#### SPECIALIZED AIRCRAFT REPAIR SERVICE (I.E. RADIO, INSTRUMENT, AND PROPELLER)

- The Airport Tenant shall provide a minimum of one (1) FAA certified repairman qualified in accordance with the terms of the repair service offered, on duty a minimum of eight (8) hours a day, five (5) days a week.
- The Airport Tenant shall provide adequate space and maintain adequate tools and equipment to perform the services offered.
- The Airport Tenant shall have access to adequate spare parts and accessories necessary to provide the services offered.

#### SPECIALIZED COMMERCIAL FLIGHT SERVICE

- A minimum of one (1) properly certified aircraft owned or leased, meeting all FAA requirements and applicable regulations of the State of Arizona with respect to the activity to be performed shall be provided.
- The Airport Tenant shall provide sufficient hangar space to house any aircraft provided for in the lease agreement.

#### HANGAR STORAGE

- Hangar space shall be used for the primary purpose of aircraft storage. No more than twenty percent (20%) of available hangar storage space shall be used for non-aircraft related storages (i.e. equipment, boats, recreational vehicles, etc.).

#### SELF-SERVICING

- In conducting self-fueling operations, the Airport Tenant shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling aircraft. All such safety and operational requirements for the storage, handling, and dispensing of aviation grade fuels shall be governed by the applicable National Fire Protection Association (NFPA) regulations and local fire codes. All Airport Tenant fueling services and systems shall be subject to inspection for fire and other hazards by the Township or other representative of the Township and by the appropriate state and local fire agency.
- If the Airport Tenant elects to utilize fixed storage tanks all fuel storage tanks shall be above ground (ground mounted if located in properly bunkered and approved closures) and such installations shall be in a location approved by the Township. All self-fueling is subject to fuel flowage fees established in the Kayenta Airport Rates and Charges.
- In conducting self-maintenance or contract maintenance operations, the Airport Tenant must have received applicable permits from the Township and all persons must be properly licensed by the Federal Aviation Administration.

## VIII. FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, a Flying Club may be established at the Airport.

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these minimum standards. However, they shall be exempt from regular Fixed Base Operator and Airport Tenant requirements upon satisfactory fulfillment of the conditions contained herein.

### MINIMUM STANDARDS AND REQUIREMENTS

- A. **Land.** The Flying Club shall contain a minimum number of acres deemed appropriate by the Township.
- B. **Buildings.** Construct or lease a minimum square footage of building or property providing adequate area for the storage and maintenance of all said leased or owned aircraft as deemed necessary by the Township.
- C. **Equipment.** The Flying Club and its members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of the Flying Club at the Airport; except that said Flying Club may sell or exchange its capital equipment and except said members are conducting business on the Airport as either a Fixed Base Operator or Airport Tenant.
- D. **Aircraft.** The ownership of the aircraft or aircrafts must be vested in the name of the Flying Club or owned proportionately by all of its members.
- E. **Insurance Coverage.** Required to carry the following types of insurance in the limits specified:
  1. **Aircraft Liability:**
    - a. Bodily Injury—\$1,000,000 each person, each accident.
    - b. Passenger Liability—\$1,000,000 each person, each accident.
    - c. Property Damage—\$1,000,000 each accident.
  2. **Comprehensive Public Liability and Property Damage:**
    - a. Combined Single Limit—\$1,000,000 aggregate.
    - b. Products Liability—\$1,000,000 each accident.
    - c. Student and Renters Liability—\$1,000,000 each person, each accident.
  3. Hangar Keeper's Liability—\$1,000,000 each accident.
  4. Motor Vehicle Liability—\$500,000 each accident
  5. Workmen's Compensation and Employers Liability—statutory limit.
- F. **Organization.** The Flying Club shall be a nonprofit entity (corporation, association, or partnership) organized for the express purpose of providing its members with an aircraft or aircrafts for their personal use and enjoyment only. The property rights of the members of the Flying Club shall be equal and no part of the net earnings of the Club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The Flying Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft.
- G. **Operations.** The Flying Club may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members and only

members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.

The Flying Club, with its permit request, shall furnish the Township a copy of its charter and bylaws, articles of association, partnership agreement, or other documentation supporting its existence; a roster or list of members, including names of officers and directors, and investments share held by each member to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance which contains a clause holding the Airport, its employees, and officers harmless; number and types of aircraft; evidence that ownership is vested in the Flying Club; and operating rules of the club. In addition, the Flying Club shall maintain a set of books showing all club incomes and expenses and have said books available for inspection by the Township in order to determine compliance with this provision.



# **Section 4**

## **RATES AND CHARGES**

**KAYENTA AIRPORT  
RATES AND CHARGES  
3/31/2012**

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**I. INTRODUCTION**

The following items shall be assessed by Kayenta Township for the services provided at the Kayenta Airport:

<b>Item</b>	<b>Assessed</b>	<b>Fee</b>
<b>Ground Rent</b>	Annual	\$.08 sq.ft
<b>Fuel Flowage Fee</b>	Per Gallon	\$.08
<b>Monthly Aircraft Tie-Down</b>	Monthly	\$40.00
<b>Overnight Aircraft Tie-Down</b>	Daily	\$2.00
<b>Special Activity Permit</b>	Hour	\$54.00
<b>Commercial Photography Permit</b>	Hour	\$54.00

**II. ADJUSTMENT TO RATES AND CHARGES**

Rates and Charges imposed at Kayenta Airport may be adjusted by the Airport Board at its discretion, and are also subject to an annual adjustment based upon:

- Lease provisions;
- Percentage changes in the Consumer Price Index (CPI) as announced by the United States Department of Labor during any preceding twelve (12) month period; or
- Fair market value or rent based upon regional supply and demand.

**III. LATE FEES**

If the Tenant fails to pay within ten (10) days after the due date, any rent or other sum required to be paid by the Tenant hereunder, a late fee equal to five percent (5%) of the late payment shall be due. An additional late fee equal to five percent (5%) of the late payment shall be due if the Tenant fails to pay, within twenty (20) days after the due date, any rent or other sum required to be paid by the Tenant hereunder. In addition, any payment not made within ten (10) days after the due date shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid, both before and after judgment.

**IV. LEASE EXPIRATION PENALTY**

Any Tenant lease agreement that expires prior to the execution of a renewal lease, option, first right of refusal, or other agreement for the continued occupancy of the leased premises shall be subject to a Lease Expiration Penalty. Any Tenant agreement that expires will automatically revert to a month by-month occupancy status and said tenant will be required to pay, in addition to the standard base rental rate, a premium equal to ten percent (10%) of the standard base rental rate until such time as either a permanent lease is executed or the tenant vacates the premises because of failure to negotiate and execute a new lease agreement. The Lease Expiration Penalty shall apply when the expiration of the lease results from the Tenant's failure to execute the new lease, where the Tenant had at least thirty (30) calendar days from the date of approval by Kayenta Township.

## **V. AIRPORT MANAGER AUTHORITY**

The Airport Manager is authorized to assess or waive fees under special circumstances (except monthly rent and installments on annual rent), and for things not specifically addressed in the Rates and Charges that may occur on an infrequent basis.

# **Section 5**

## **AIRPORT SECURITY**

**KAYENTA AIRPORT  
AIRPORT SECURITY  
3/31/2012**

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**I. INTRODUCTION**

In adhering to the Airport Rules and Regulations it is recommended that the following three items be observed by all airport personnel and tenants:

1. All persons shall immediately report to the Fixed Base Operator or local law enforcement authorities the presence or observation of suspicious activities or persons on or in the vicinity of the airport;
2. All persons shall at all times keep vehicular access points to the aircraft operations area closed when not in immediate use; and
3. All persons who access the airport shall be responsible for their actions and all actions of any persons to whom they provide access, whether directly or indirectly, and shall defend, indemnify, and hold harmless Kayenta Township from any damages or losses resulting there from, including any fines levied against the airport by the FAA.

The following sections identify measures to increasing the safety and security at the airport.

**II. NO COST MEASURES**

1. Know your tenants and solicit their help as observers.
2. Know your operations so you know what is normal.
3. Post emergency numbers at airport businesses.
4. Email or U.S. mail guidance memorandums to tenants.
5. Establish security point of contacts at businesses and major tenants so you can disseminate information quickly.
6. Establish contacts with local law enforcement investigators and intelligence division, FBI, and FAA-CASFO representatives.
7. Review or create bomb threat, HAZMAT incident, and other contingencies.
8. Implement business standards for FBOs and Charters to comply with additional security measures; including systems for identification of flight crews, flight crew identification of passengers, ensuring baggage is checked properly, ramp escort of personnel, and limit taxis, rental cars, and limousines on the ramp.
9. Increase surveillance by airport personnel and challenge unknown individuals.
10. FBI watch list.
11. Appoint an airport security coordinator for your facility.
12. Ensure FBOs and on-airport fuelers secure their trucks and equipment at all times.

13. Plan with local law enforcement officers for explosive detection response.
14. Familiarize law enforcement officers with airport layout and command, control, and communication structures.
15. Issue airport radio or proper communications equipment to law enforcement officers or local police dispatchers.
16. Implement "security" pre-flight inspections of aircraft for specific sabotage or tampering.
17. Stay informed. Learn where to get the latest information on aviation security and threats and check it often.

### **III. LOW COST MEASURES**

1. Install perimeter fencing, four (4) feet or wire for visual deference.
2. Install a access control system limiting vehicle access.
3. Conduct background checks on employees.
4. Install security lighting
5. Employ security guards.
6. Utilize security tape on aircraft doors.
7. Periodically change locks on hangar doors and reissue access badges or codes.

### **IV. HIGH COST MEASURES**

1. Install security fencing.
2. Install an access control system including photo identification.
3. Employ law enforcement officers or certified peace officers.
4. Install closed circuit television monitors at access points.
5. Install site hardening, blast fences, and blast proof trash containers.
6. Purchase explosive disposal equipment.
7. Implement air carrier pre-board screening equipment for charter operations.
8. Install secured entrance doors.
9. Install blast proofing terminals and glass.

# **Section 6**

## **EMERGENCY ACTION PLAN**

**KAYENTA AIRPORT  
EMERGENCY ACTION PLAN  
3/31/2012**

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**I. INTRODUCTION**

This Emergency Action Plan is designed to minimize the possibility and extent of personal injury and property damage on Kayenta Airport in the case of an emergency. Organizations, tenants, Kayenta Airport personnel, responding members of the Kayenta Fire Department, and designated persons having responsibilities described herein are expected to be familiar with the content and procedures contained in the emergency action plan.

Kayenta Airport management in conjunction with emergency response and management agencies shall hold emergency plan exercises at times deemed to be mutually agreeable to both agencies, but at a minimum of every five (5) years is recommended. The purpose of these exercises is to reduce response times and refine procedures used during an actual emergency.

To help ensure accurate and timely dissemination of information, only persons designated by Kayenta Township, the Federal Aviation Administration, the Kayenta Fire Department, or representative law enforcement agencies shall make statements to the press during an emergency situation. To ensure maximum safety and the operational integrity of the airport, press requests to view or photograph a crash site must be approved by the Chairman of the Kayenta Airport Board. Whenever possible, the personnel manning the UNICOM frequency shall advise media helicopters to remain 1,000 feet from any crash site. This is for the safety and convenience of Aircraft Rescue and Fire Fighting (ARFF) crews and crash survivors.

**II. FAILURE OF POWER FOR MOVEMENT AREA LIGHTING**

In the event that airport personnel observe the failure of movement area lighting, defined as runway or taxiway lighting, they shall immediately notify the Fixed Base Operator of the problem. The Fixed Base Operator shall assess the situation, notify Kayenta Township, send NOTAMs as necessary, and contact the proper personnel for repair.

**III. FUEL AND CHEMICAL SPILLS**

In the event that there is a fuel or chemical spill of a volume sufficient to create a hazard or enter the storm sewer system, the personnel who observes the spill shall contact the Kayenta Fire Department via emergency telephone number 911 and notify them of the spill. Initial contact information should include: type of chemical or fuel, approximate amount spilled, and the location of the spill on the airport. Once the Kayenta Fire Department has been notified, the Fixed Base Operator and Kayenta Township shall also be notified. Voice contact must be made.

In the event that airport personnel observe a fuel or chemical spill in progress, he/she shall immediately take whatever action is necessary to stop and contain the spill provided that it can be done safely. If the employee determines that it is unsafe to attempt to stop or contain the spill, he/she shall immediately begin the notification process.

**IV. AIRPORT CLOSURE PROCEDURE**

The airport should be closed if any of the following occurs:



- A. A disabled aircraft is on or near the runway or taxiway;
- B. Work is occurring on or near the runway or taxiway (including snow removal and runway pavement maintenance);
- C. The runway is unusable due to ice, snow, water, or a damaged surface; and
- D. When necessary in the interest of safety.

When a reason for closure occurs, the Chairman of the Airport Board or his/her authorized designee is to be notified. He/she shall be responsible to see that the airport is officially closed. The following must be accomplished:

- A. Contact Reno Flight Service Station (1-800-992-7433) for the issuing of a closure NOTAM;
- B. Contact the Fixed Base Operator.

With the exception of snow removal, the runway is to be marked with an "X" on both ends. The Chairman of the Airport Board or his/her designee is responsible for officially opening the airport and notifying the Flight Service Station and the Fixed Base Operator.

## V. EMERGENCY RESPONSE GRID MAP

An emergency response grid map has been provided to facilitate relaying the location of an emergency when notifying the Airport Board or emergency response personnel. The grid map has divided the airport property into one thousand foot by one thousand foot quadrants that can be easily identified. This map should be distributed to the Kayenta Fire and Police Departments, Navajo Nation Police, the Fixed Base Operator, all airport tenants and flying clubs, and airport management.

## VI. EMERGENCY CONTACT RESOURCES

### A. EMERGENCY NUMBERS

Fire	911
Non-Emergency	(928) 697-5600
Navajo Nation Police	911
Non-Emergency	(928) 871-6701
Ambulance	911
Non-Emergency	(928) 697-4074/4075

### B. LOCAL NUMBERS

American Red Cross	(928) 779-5494
Arizona State Patrol (DPS)	(928) 773-3600
Drug Enforcement Agency	(602) 664-5600
Environmental Protection Agency	(415) 947-8000
Federal Aviation Administration	
Flight Standards District Office	(480) 419-0111
Flight Service Station (NOTAMs)	(928) 778-7810
Federal Bureau of Investigation	(602) 279-5511
National Transportation Safety Board	(310) 380-5660
National Weather Service	(928) 556-9161
United States Customs	(503) 326-7625

**C. TENANTS**

**D. LOCAL AIRPORTS**

Page Municipal Airport	(928) 608-1060
Blanding Municipal Airport	(435) 678-3222
Cortez Municipal Airport	(970) 565-3721
Window Rock Airport	(928) 871-6406

**E. AIRPORT SPONSOR**

Kayenta Township	(928) 697-8451
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# **Section 7**

## **AIRPORT SELF-INSPECTION PLAN**

**KAYENTA AIRPORT  
AIRPORT SELF-INSPECTION  
3/31/2012**

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**I. INTRODUCTION**

The Federal Aviation Administration (FAA) has published Advisory Circular 150/5200-18C, *Airport Safety Self-Inspection*, which provides information to airport operators on airport self-inspection programs and identifies items that should be included in a program, such as frequency of inspections, knowledge and equipment for self-inspection, inspection components, and Notices to Airmen (NOTAMs).

**II. FAA REGULATION COMPLIANCE**

The Kayenta Airport is not an FAA certificated airport and, therefore, is not required to comply with the standards prescribed within Federal Aviation Regulations Part 139. The aforementioned Advisory Circular is reproduced on the following pages and it is required that these procedures be adhered to in order to maximize the safety and efficiency of Kayenta Airport.

**III. RESPONSIBLE PARTY**

Self-inspection is the primary responsibility of the Airport Board and Kayenta Township. This responsibility may be delegated in accordance with operating procedures or lease agreements. Inspections should concentrate on pavement areas, safety areas, markings and signs, lighting, aircraft rescue and firefighting, fueling operations, navigational aids, ground vehicles, obstructions, public protections, wildlife hazard management, construction, and snow and ice control.

Responsibility for areas that have been specifically assigned to Tenants should remain the responsibility of those Tenants; ultimate supervision, however, should remain with Kayenta Township.

# **Section 8**

## **STANDARD HANGER RENTAL AGREEMENT AND COMMERCIAL AERONAUTICAL SERVICES AGREEMENT**

**KAYENTA AIRPORT  
HANGER RENTAL AGREEMENT  
3/31/2012**

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This HANGER RENTAL AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Kayenta Township, hereafter referred to as the "Township," and \_\_\_\_\_, hereinafter called "Tenant."

WHEREAS, the Township is the owner of certain real properties known collectively as the Kayenta Airport, hereafter referred to as the "Airport," in Kayenta, Navajo Nation (AZ); and,

WHEREAS, the Township also owns designated facilities and infrastructure in or on the Airport to rent to aviation related businesses and individuals for aviation activity or business for the benefit of the citizens of the Township; and

WHEREAS, Tenant desires to rent a particular facility on the Airport for the purpose of furthering Tenant's aviation interests and Tenant is willing to rent such facility; and

WHEREAS, the parties desire to execute a written instrument containing the terms and condition of their agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the following is agreed between both parties:

1. **THE FACILITY.** The Township hereby rents to Tenant, upon the terms and conditions hereinafter stated, that certain facility located on real property on the Airport, more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Facility."

Tenant shall have the right to erect, maintain and alter buildings or structures as part of the Facility, provided such buildings or structures conform to the building code requirements of the Township and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Township prior to construction. Tenant shall also have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Township in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of Tenant's aircraft; the right of ingress to and egress from the Facility and Airport, which shall also extend to Tenant's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft; and the right to park or store the following Aircraft:

Aircraft Make \_\_\_\_\_  
Model \_\_\_\_\_  
Year: \_\_\_\_\_  
Aircraft Serial Number: \_\_\_\_\_  
Aircraft Registration Number: \_\_\_\_\_  
Registration Organization (e.g. USAA, EAA), if not registered by the FAA \_\_\_\_\_  
Aircraft Registered Owner: \_\_\_\_\_  
Name, Address and Telephone of Registered Owner: \_\_\_\_\_  
Aircraft Insurance Company: \_\_\_\_\_

In the event of a change in the registration or replacement of the Aircraft, Tenant agrees to notify the Township and update the above information within thirty (30) days of such change.

**2. TERMS.** This Agreement shall consist of the following terms:

- A. **INITIAL TERM.** The initial term of this Agreement shall be \_\_\_\_\_ ( ) month(s) or \_\_\_\_\_ ( ) year(s), hereinafter referred to as the Rental Period. The Rental Period shall commence on \_\_\_\_\_, 20\_\_ (“commencement date”) and end on \_\_\_\_\_, 20\_\_. Possession of the Facility by Tenant shall begin on the commencement date. At the conclusion of the Rental Period, Tenant shall have the right to enter into a new agreement with the Township for the Facility, at those terms and condition then in effect. Should Tenant elect to not enter into a new agreement, the provisions of paragraph D shall apply.
- B. **TERM EXTENSIONS.** Upon the condition that there has been no event of default, the Township grants unto Tenant an option to renew or extend this Agreement an additional \_\_\_\_\_ month(s) or \_\_\_\_\_ year(s) extension, under the same terms and conditions of the Initial Term, with the exception that Rent may be adjusted to current market value by the Township upon renewal or extension. Such option to renew for additional term(s) may be exercised not later than three (3) months prior to the expiration of the Initial Term. Each extension shall terminate at the end of the option period. Exercise of such options to renew shall be in writing.
- C. **ASSIGNMENTS AND SUBLETTING.** Tenant may not assign or sublease all or any portion of the Facility, or improvements thereto, and any such assignment or sublease shall be void.
- D. **EXPIRATION OR TERMINATION OF LEASE.** Either party may terminate this Agreement without cause with thirty (30) days’ prior written notice. Should Tenant opt not to exercise the right and option to renew or extend this Agreement pursuant to the foregoing provisions, use of the Facility shall revert to the Township. The Township may require, at its discretion, the removal of all improvements on the Facility. Should the Township elect for Tenant to remove any or all improvements, Tenant shall do so within ten (10) days of the expiration or termination of this Agreement. When removing improvements, Tenant shall restore the facility to its previously existing condition, leaving the Facility safe and free from all debris and hazards. If Tenant fails to promptly remove said improvements if and as required by the Township, the Township may assess and bill Tenant based on receipt of an itemized statement of costs of removal and restoration of the Facility.
- E. **SURRENDER OF POSSESSION.** On the expiration or other termination of this Agreement, Tenant’s rights to use of the Facility shall cease and Tenant shall vacate the Facility without unreasonable delay. Tenant shall leave the Facility and hangar space in the same condition as when received, ordinary wear and tear accepted. Tenant shall be liable for any and all damage to the Facility caused by Tenant’s improper or negligent operation. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed in the Facility by Tenant shall remain the property of Tenant. Tenant shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Agreement; however, Tenant shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this Agreement, shall vest in the Township. If Tenant fails to regularly store the Aircraft in the Facility, without prior approval of the Township, Tenant shall be deemed to have terminated this Agreement and to have vacated the Facility.

**3. FEES AND CHARGES.** Tenant shall pay the following fees and charges:

- A. **EARNEST MONEY.** Tenant shall pay an earnest money deposit to the Township in the sum of one hundred dollars (\$100), which shall be part of the annual rent for the first year of this

Agreement. However, this fee shall revert to the Township should Tenant fail to execute this Agreement within thirty (30) days of its approval by the Township.

- B. RENT. Tenant shall pay to the Township a sum of \$ \_\_\_\_\_ per month for rental of the Facility. This initial annual rental fee is calculated by multiplying the gross area of the Facility by \$ \_\_\_\_\_ per square foot.
  - C. PAYMENT DUE. Rent payments shall be due in equal monthly payments due on the first day of each month without notice from the Township thereafter during the Rental Period. However, the Township may elect to invoice payment notices.
  - D. RENT ADJUSTMENTS. The Rent shall be adjusted annually based on the increase in the cumulative average annual U.S. Consumer Price Index, or its successor report issued by the Federal Government. In the event the change in Consumer Price Index is negative, the rent shall remain the same as the previous year.
  - E. LATE FEES. On any monthly rental payment made more than ten (10) days after the payment due date, Tenant shall pay an additional late charge of two percent (2%) of the monthly rent. In the event that the Township is required to initiate any collection procedures or costs to collect any unpaid Rent from Tenant, Tenant shall also be responsible to pay the Township's expenses in connection therewith, including reasonable attorney's fees and costs.
  - F. REFUNDS. Tenants may relinquish this Agreement to the Township pursuant to thirty (30) days written notice; however, Tenant shall not be entitled to a refund of any fees or charges of any kind paid.
4. **INSURANCE REQUIREMENTS.** Tenant shall be responsible for acquiring and maintaining the following insurance:
- A. PUBLIC LIABILITY. Tenant shall maintain general public liability insurance insuring against such claims. Such insurance shall name the Township as an additional insured. This insurance shall have an aggregate limit in the minimum amount of one million dollars (\$1,000,000).
  - B. PROPERTY DAMAGE. Tenant shall maintain property damage insurance for the full market value of all airplanes stored within the leased Facility and for the full replacement cost of the Facility and associated improvements. Such insurance shall name the Township as an additional insured. The proceeds of any insurance shall be used to repair any damage or destruction to the Facility.
  - C. PROOF OF INSURANCE. The above references insurance shall be provided by a company licensed and authorized to do business in the State of Arizona. Tenant shall furnish annually to the Township, on the anniversary of the commencement date of this Agreement, a certificate or other evidence and proof of maintenance of the above required insurances. Tenant shall provide the Township with notice of any change thereof and furnish to the Township evidence of acquirement of substitute therefore and payment of the premium thereof. If Tenant shall fail to maintain such insurance coverage, then the Township may obtain same and add the cost of such insurance to the next due Rent payment. If the Township does so, it may charge interest thereon at the rate of fifteen percent (15%) per annum from the time of payment, which shall be added to the Rent becoming due and shall be collected as an additional charge.
  - D. SELF-INSURANCE. Tenant may self-insure by filing with the Township a letter of credit in the amounts listed above or other promissory or escrowed monetary instrument.
  - E. INDEMNIFICATION. Tenant assumes the risk of loss or damage to the Facility and its contents and Aircraft, whether from windstorm, fire, earthquake, snow, water run-off, or any other cause



whatsoever. Tenant covenants and agrees that it will indemnify and save harmless the Township from all demands, claims, costs, causes of action or judgments, and from all expenses that are incurred, in investigating or resisting, arising from or growing out of the use of the Facility or its Aircraft by Tenant, its contractors, agents, members, stockholders, employees, and invitees.

**5. IMPROVEMENTS AND USE.**

- A. **TITLE TO IMPROVEMENTS.** During the Rental Period, title to all improvements existing or constructed upon the Facility by Tenant are and shall be vested in Tenant.
- B. **PROPOSED IMPROVEMENTS.** Tenant shall cause to be constructed those improvements on the Facility, as summarized in the plans attached hereto and incorporated herein by this reference as Exhibit "B." Tenant shall begin such construction after the approval of a building permit by the Township but no later than one (1) month after the commencement date of this Agreement. In all cases, construction must be completed within three (3) months of the commencement date of this Agreement. The Township in its discretion may extend the time for completion of the construction.
- C. **TOWNSHIP CODES.** Tenant must meet all Township standards for all design, planning, and construction activities, including development or extension of the infrastructure.
- D. **PERMITTED USES.** Tenant shall have use of the Facility only for aircraft storage and/or those aeronautical service activities authorized in accordance with an approved Commercial Aeronautical Services Agreement.
- E. **COMMERCIAL USE.** Tenant agrees to obtain an approved Commercial Aeronautical Services Agreement from the Township prior to commencing or permitting any commercial use of the Facility, or additional improvements thereto, in accordance with the current Airport rules and regulations and minimum standards. In the event that the Facility, or improvements thereto, is used for business purposes, Tenant shall at all times maintain and pay any required permits, licenses, insurances, and taxes as specified in the agreement and as required by law.
- F. **ADDITIONAL USES.** Tenant shall not use or permit the use of the Facility, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Agreement. Additional uses may be hereafter authorized in writing by the Township but only upon such terms and conditions as may be set out in such authorization.
- G. **FLAMMABLE & HAZARDOUS MATERIALS.** The storage and accumulation of flammable, explosive liquids or solids, waste, debris or other hazardous materials is not permitted within the Facility or adjacent to the Facility, with the exception of up to two (2) cases of engine oil and small quantities of common solvents, lubricants, and other materials customarily used for aircraft maintenance, provided they are stored in approved containers and in compliance with applicable fire codes, government regulations, and Township ordinances. Aircraft shall not be fueled or defueled while inside a hangar. Tenant shall maintain the Facility, and improvements thereto, in accordance with all applicable laws, orders, rules, ordinances, and regulations of any agency having jurisdiction over environmental risks, materials handling, and wastes, including but not limited to, the Fire Protection District and the United States or Navajo Nation Environmental Protection Agency. Tenant shall be responsible for hazmat cleanup if a spill is caused by the negligence or willful misconduct of Tenant or its agents, employees, or guests and for all costs associated with mitigating any contamination or the soil or improvements thereon caused by Tenant or its agents, employees, or guests.
- H. **ACCESS CONTROL.** Tenant shall install and maintain fences, gates and such other equipment on the Facility as may be necessary to control access to the airfield on and across the Facility and in accordance with the airfield access control plan, hereafter referred to as the Security Plan, as it

now exists or may hereafter be adopted or amended. Gate controllers installed and maintained by Tenant shall remain compatible to those specified for use on the Airport by the Security Plan. Tenant agrees that it shall inform all employees and contractors of the requirements of the Security Plan, and shall at all times comply with the Security Plan in its operations on the Facility and the Airport.

- I. **BLAST FENCING.** If Tenant's operations on the Facility, with respect to the parking or operation of jet aircraft, is adjacent to pedestrian, parking, or roadway areas, or otherwise causes or may reasonably be expected to cause, a hazard to persons or property, Tenant shall install and maintain adequate blast fencing, of a type and color and at locations approved by the Township, for which approval shall not be unreasonably withheld.
6. **MAINTENANCE OBLIGATIONS.** Tenant is responsible for the following maintenance obligations:
    - A. **MAINTENANCE.** Tenant agrees to take good care of and maintain the Facility, and improvements thereto, in good condition throughout the term of this Agreement, including routine preventative measures to preclude damage due to exposure to the elements, including performing the following \_\_\_\_\_ (list any specific items). Tenant, at its own expense, shall make all necessary repairs and replacements to the Facility, including the repair and replacement of all systems, appliances and their appurtenances, including \_\_\_\_\_ (specific specialty items). The quality and class of all repairs and replacements shall be equal to the original worth. If Tenant defaults in making such repairs or replacements, the Township may make them for Tenant and such expenses will be considered and billed as additional Rent, due on the first day of the month following the month in which the repairs or replacements were made. At the termination of this Agreement, by time or otherwise, Tenant shall surrender the Facility, and any improvements thereto, in as good condition as it was at the beginning of the term, reasonable use and wear excepted.
    - B. **EROSION CONTROL.** Where the slope, terrain, or soil disturbance is such that active soil or wind erosion may be present, Tenant must carry out erosion control practices to mitigate the erosion. These practices include, but are not limited to, drainage facilities constructed and maintained by Tenant, landscaping, and seeding and maintaining of vegetation.
    - C. **SNOW REMOVAL.** Tenant shall maintain the ramp area in front of the Facility, and any improvements thereto, free of snow. Snow removal may be performed by the Township as a courtesy but is not an obligation of the Township. The Township may cease to provide snow removal to Tenant or snow removal may not be provided on a particular occasion at the sole discretion of the Township.
    - D. **MAINTENANCE DEFICIENCIES.** The Township reserves the right to require reasonable maintenance and repairs to the Facility, or any improvements thereto, by Tenant as required by this Agreement. Should Tenant fail to make the required corrections, the Township shall have the right to enter the Facility, or any improvements thereto, correct the deficiency, and recover the cost of activities from Tenant as Rent due on the next Rent payment date.
  7. **DAMAGE OR DESTRUCTION.** If the Facility, or any improvements thereto, is partially destroyed or damaged by fire or other casualty, then Tenant shall repair and restore the Facility, or any improvements thereto, as soon as it is reasonably practicable. Such repair or restoration shall commence not later than three (3) months after such damage and be completed within three (3) months thereafter. Such restoration shall be to substantially the same condition in which the Facility, or any improvements thereto, was before such damage. In the event that Tenant has not commenced repairs within three (3) months from the date of said damage and thereafter completed such repairs within three (3) months, this Agreement may be immediately terminated by the Township. Such termination shall be made effective by serving notice upon Tenant and effective on the date of receipt of such notice by Tenant.

8. **INCONVENIENCE DURING CONSTRUCTION.** Tenant recognizes that from time to time during the term of this Agreement it will be necessary for the Township to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation; and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt operations at the Airport. Tenant agrees that no liability shall attach to the Township, its officers, agents, employees, contractors, subcontractors, or representatives by reason of such inconvenience or interruption, and for and in further consideration of the Facility, Tenant waives any right to claim damages or other considerations therefore, provided that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct.
9. **RIGHT OF INSPECTION.** The Township reserves the right to enter the Facility, or any improvements thereto, during reasonable business hours and after prior notice, if reasonably possible, for the purpose of inspecting and protecting the premises and of doing any and all things which the Township may deem necessary for the proper general conduct and operation of the Airport and in the exercise of said Airport's police power.
10. **LIENS.** Tenant covenants and agrees to pay promptly when due all bills, debts, and obligations incurred by Tenant in connection with approved uses designated in this Agreement upon the Facility, or any improvements thereto, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against said Facility, or any improvements thereto, which will be in any way an impairment of the rights of the Township under this Agreement.
11. **RULES AND REGULATIONS.** Tenant, its manager, officers, and employees shall observe and obey all applicable laws, rules, regulations and standards (including the Airport Minimum Standards, Security Plan and other requirements contained in the Airport Standards Manual Kayenta Airport), the Township's storm water management plan, as they now exist or may hereafter be promulgated or amended. Tenant shall also comply with the terms, requirements, and limitations of any plans, permits, or licenses which it may be required to obtain or comply with pursuant to any such laws, rules, regulations, and standards.
12. **DEFAULT.** If the Township defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if the Township fails to remedy any such default in a manner reasonably satisfactory to Tenant within ten (10) days following receipt of Tenant's written notice to remedy said default, Tenant may immediately terminate this agreement with written notice to the Township. If Tenant defaults in the performance of its duties or obligations as required under the terms of this Agreement, and if Tenant fails to remedy any such default in a manner reasonably satisfactory to the Township within ten (10) days following receipt of the Township's written notice to remedy said default, the Township may immediately terminate this agreement with written notice to Tenant. In such case, ten (10) days after notice of the intent to remove the Aircraft has been sent to Tenant at the address in Section 13 herein, The Township shall have the right to enter the Facility, remove the Aircraft and other property of Tenant, store the Aircraft at an aircraft tie-down location, store other property in a suitable location as determined by the Township, charge Tenant for the storage at the then-current transient tie down rates for aircraft and at prevailing commercial storage rates for all other property, and immediately re-let the Facility. In such case, Tenant shall be deemed to have abandoned any and all rights to the Facility. Tenant agrees that neither the Township nor its agents, officers or employees shall be in any way responsible for any loss or damage to the Aircraft or other property, except for any loss or damage resulting from the direct negligence of the Township, its agents, officer, or employees. The Township shall have the right to place a lien on the Aircraft for the unpaid rent and other charges. In such case, this Agreement shall terminate immediately, and Tenant will be liable for all past due rent and other charges including damages to the premises, for all expenses to prepare the Facility for re-letting, and for court costs and reasonable attorneys' fees.

**13. NOTICES.** Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, as certified mail, postage prepaid, return receipt requested, and addressed to the parties at their respective addresses as set forth below:

If to the Township: Kayenta Township  
Attention: Airport Manager  
P.O. Box 1490  
Kayenta, Arizona 86033  
Telephone (928) 697-8451

If to Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ (work)  
\_\_\_\_\_ (home)  
\_\_\_\_\_ (cell)  
Email: \_\_\_\_\_

**14. GOVERNING LAW.** This Agreement is a contract executed under and to be construed under the laws of the Navajo Nation.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract, shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

**IN WITNESS WHEREOF,** The Township and Tenant have executed the Agreement to be in effect as of the date first written above.

KAYENTA TOWNSHIP  
\_\_\_\_\_  
(Typed or Printed Name, Position)

TENANT  
\_\_\_\_\_  
(Typed or Printed Name, Position)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

TOWNSHIP CLERK  
\_\_\_\_\_  
(Seal)

**KAYENTA AIRPORT  
COMMERCIAL AERONAUTICAL SERVICES AGREEMENT  
3/31/2012**

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This **COMMERCIAL AERONAUTICAL SERVICES AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Kayenta Township, and \_\_\_\_\_, hereinafter call "Tenant."

**WHEREAS**, the Kayenta Township, hereafter referred to as the Township, is the owner of real properties known collectively as Kayenta Airport, hereafter referred to as the Airport, in Arizona; and

**WHEREAS**, the Township desires to increase the value of the airport to the citizens of the Township by permitting the non-exclusive use of the Airport for aviation-related businesses; and

**WHEREAS**, Tenant desires to use the Airport for the purpose of furthering Tenant's aviation-related business in a non-exclusive manner in common with other commercial enterprises; and

**WHEREAS**, the parties desire to execute a written Commercial Aeronautical Services Agreement containing the terms and conditions of their agreement.

Now, **THEREFORE**, in consideration of the mutual covenant set forth herein, the following is agreed between both parties:

1. **DESIGNATED AREA.** The Township hereby grants the non-exclusive right to use those portions of the Airport, described as \_\_\_\_\_ and more particularly diagrammed in Exhibit A attached hereto and incorporated herein by this reference, together with an easement for ingress and egress to the property, as detailed in the appropriate facility or land lease agreement, attached hereto as Exhibit B.
2. **TERMS.** This Commercial Aeronautical Services Agreement shall consist of the following term:
  - A. **INITIAL TERM.** The Initial Term of this Agreement shall be \_\_\_\_\_ month(s) or \_\_\_\_\_ year(s) commencing on the commencement date, as hereinafter defined, and terminating on the anniversary of the commencement date. The Initial Term shall commence the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("commencement date").
  - B. **TERM EXTENSIONS.** Upon the condition that there has been no event of default, the Township grants unto Tenant the right to renew or extend this lease agreement for an additional \_\_\_\_\_ month(s) or \_\_\_\_\_ year(s) term, under the same terms and conditions of the Initial Term, with the exception Fees and Charges may be adjusted to current market value by the Township upon renewal or extension. Each extension shall terminate on the anniversary date of the commencement date. The Township may agree to extend this Agreement for additional and successive terms thereafter at the sole discretion of the Township. Exercise of such options to renew shall be in writing.
  - C. **ASSIGNMENTS AND SUBLETTING.** Tenant may not sublease all or any portion of this Agreement without prior written permission from the Township.
  - D. **EXPIRATION OR TERMINATION OF PERMIT.** Should Tenant opt not to exercise the right and option to renew or extend this Agreement pursuant to the foregoing provisions, all rights granted under this Commercial Aeronautical Services Agreement shall be terminated.

3. **FEES AND CHARGES.** Tenant shall pay the following fees and charges:

A. **PAYMENTS.** Tenant shall pay the following fees and charges (attach Exhibit as needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. **PAYMENT DUE.** Initial fees and charges shall be prorated to the next due date. Fixed fees shall be due annually on January 15th. Percentage fees shall be due on the first day of the first month following the end of each calendar quarter.

C. **LATE FEES.** On any payment made more than ten (10) days after the payment due date, Tenant shall pay an additional late charge of two percent (2%) on any part thereof. In the event that the Township is required to initiate any collection procedures or costs to collect any unpaid payments from Tenant, Tenant shall also be responsible to pay the Township's expense in connection therewith, including reasonable attorney's fees and costs.

D. **REFUNDS.** Tenant may relinquish this Commercial Aeronautical Services Agreement to the Township; however, Tenant shall not be entitled to a refund of any fees or charges of any kind paid.

4. **INSURANCE REQUIREMENTS.** Tenant shall be responsible for acquiring and maintaining the following insurance requirements.

A. **PUBLIC LIABILITY.** Tenant shall maintain general public liability insurance insuring against such claims. Such insurance shall name the Township as an additional insured. This insurance shall have an aggregate limit in the minimum amount of one million dollars (\$1,000,000).

B. **ADDITIONAL INSURANCE.** Tenant is responsible for meeting any additional insurance requirements as stated in the Airport Minimum Standards.

C. **PROOF OF INSURANCE.** Such insurance shall be with a company licensed and authorized to do business in the State of Arizona. Tenant shall furnish annually to the Township, on the commencement date of this Commercial Aeronautical Services Agreement, a certificate or other evidence and proof of maintenance of the above required insurances. Tenant shall provide the Township with notice of any change thereof and furnish to the Township evidence of acquirement of substitute therefore and payment of the premium thereof. If Tenant shall fail to maintain such insurance coverage, then the Township may obtain same and add the cost of such insurance to the next due payment. If the Township does so, it may charge interest thereon at the rate of fifteen percent (15%) per annum from the time of payment, which shall be added to the payment becoming due and shall be collected as an additional charge.

D. **SELF-INSURANCE.** Tenant may self-insure by filing with the Townships a letter of credit in the amounts listed above or other promissory or escrowed monetary instrument.

5. **USAGE.**

A. **PERMITTED USES.** Tenant shall have use of the Designated Area only for (attach Exhibit as required): \_\_\_\_\_  
\_\_\_\_\_

B. **ADDITIONAL USE.** Tenant shall not use or permit the use for any purpose or use other than those expressly and specifically authorized by this Commercial Aeronautical Services Agreement.

Additional uses may be hereafter authorized in writing by the Township but only upon such terms and conditions as may be set out in such authorization.

6. **RIGHT OF INSPECTION.** The Township reserves the right to enter the operations area during reasonable business hours and after prior notice, if reasonably possible, for the purpose of inspecting and protecting such premises and of doing any and all things which the Township may deem necessary for the proper general conduct and operation of the Airport and in the exercise of said Airport's police powers.
7. **LIENS.** Tenant covenants and agrees to pay promptly when due all bills, debts, and obligations incurred by Tenant in connection with approved Commercial Aeronautical Services Agreement and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against Tenant which will be in any way an impairment of the rights of the Township under this Agreement.
8. **NOTICES.** Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, as certified mail, postage prepaid, return receipt requested, and addressed to the parties at their respective addresses as set forth below.

Kayenta Township  
Attention: Airport Manager  
P.O. Box 1490  
Kayenta, Arizona 86033  
Telephone (928) 697-8451

**IN WITNESS WHEREOF**, the Township and Tenant have executed this Commercial Aeronautical Services Agreement to be in effect as of the date written above.

KAYENTA TOWNSHIP

TENANT

\_\_\_\_\_  
(Typed or Printed Name, Position)

\_\_\_\_\_  
(Typed or Printed Name, Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

TOWNSHIP CLERK

\_\_\_\_\_  
(Seal)

**ARMSTRONG CONSULTANTS, INC.**

Airport engineering and planning services

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861 Rood Avenue

Grand Junction, Colorado 81501

Ph. (970) 242-0101 \* Fax (970) 241-1769