

RICHLAND COUNTY

ADMINISTRATION & FINANCE COMMITTEE AGENDA



TUESDAY, MAY 23, 2017

6 P.M.

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



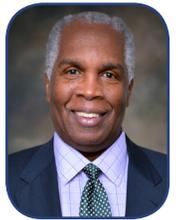
Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Administration & Finance Committee

May 23, 2017 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29201

Bill Malinowski District 1	Paul Livingston District 4	Greg Pearce (Chair) District 6	Jim Manning District 8	Norman Jackson District 11
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1. **CALL TO ORDER**

The Honorable Greg Pearce, Chair,
Administration & Finance Committee

2. **APPROVAL OF MINUTES**

The Honorable Greg Pearce

- a. Administration & Finance Committee Meeting: April 25, 2017
[PAGE 5]

3. **ADOPTION OF AGENDA**

The Honorable Greg Pearce

4. **ITEMS FOR ACTION**

The Honorable Greg Pearce

- a. Council Motion: Hangar Leases: In November of last year I made a Motion for the County Legal Department to review the standard Hamilton-Owens Airport hangar lease. Legal has now completed its review, and it is now appropriate for Council to move toward finalizing any revisions or changes to the model agreement. As such, I move that this matter be forwarded to the appropriate committee of Council (A&F?) and then on to full Council to consider the standard lease. [PAGES 6-22]
- b. Award of the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project [PAGES 23 – 29]
- c. Sale of County Property [PAGES 30 - 31] [Executive Session]
- d. Agreement Negotiations Update [Executive Session]
- e. Potential Property Purchase [Executive Session]
- f. **Council Motion: Based on the mission of the Conservation Commission, I move that the Rowing Club and Historic Columbia be placed under management of the Conservation Commission [PAGE 32]**

5. **ADJOURN**

Note: Pursuant to Council Rules, Council will record non-electronic roll call voting for all votes that are not unanimous for second and third reading or one time votes; and which are not merely procedural in nature.



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

April 25, 2017
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:00 PM

APPROVAL OF MINUTES

Regular Session: March 28, 2016 – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Malinowski moved, seconded by Mr. N. Jackson, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

Capital Projects: Authorization of Purchase Contract for 7615 Wilson Blvd. – Mr. Pearce stated this is a request to replace the Upper Township Magistrate Office.

Mr. N. Jackson moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request to authorize the purchase of property at 7615 Wilson Blvd. The vote was in favor.

FY17 – District 8 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Mr. N. Jackson, to forward to Council with a recommendation to approve the allocation of \$2,000 to the Columbia City Ballet and \$2,000 to the Columbia Classical Ballet.

Mr. Manning requested a friendly amendment to allocate \$2,000 to the SC Philharmonic. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:04 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



Council Members Present

Greg Pearce, Chair
District Six

Bill Malinowski
District One

Paul Livingston
District Four

Jim Manning
District Eight

Norman Jackson
District Eleven

Others Present:

Gwendolyn Kennedy
Yvonne McBride
Joyce Dickerson
Dalhi Myers
Michelle Onley
Gerald Seals
Kimberly Williams-Roberts
Brandon Madden
Larry Smith
Beverly Harris
Brad Farrar
Chad Fosnight



REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4a Meeting Date: May 23, 2017

To: Greg Pearce, Chair, Administration & Finance Committee
 From: Councilman Greg Pearce, District 6
 Department: County Council

Item Subject Title: Council Motion: Hangar Leases: In November of last year I made a Motion for the County Legal Department to review the standard Hamilton-Owens Airport hangar lease. Legal has now completed its review, and it is now appropriate for Council to move toward finalizing any revisions or changes to the model agreement. As such, I move that this matter be forwarded to the appropriate committee of Council (A&F?) and then on to full Council to consider the standard lease

Action Taken by Committee previously: None.

- Options:**
1. Consider the motion and approve accordingly.
 2. Consider the motion and do not approve.

Motion Requested Today: Staff does not have recommended motion as this is being requested pursuant to a Council motion.

Staff Recommendation: Council’s discretion. Staff will proceed as directed by County Council.

Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.

Funding Amount/Source: There is no financial impact associated with finalizing the draft agreement.

Requested by: Councilman Greg Pearce, District 6

Staff Representative: County Administrator Gerald Seals

Outside Representative: None.

- List of Attachments:**
1. Detailed Request of Action
 2. Draft Model Agreement

<u>5/2/17</u>	<u>Brandon Madden</u>	<u>All</u>
Date Submitted	Approved by the County Administrator’s Office	Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Council Motion: Hangar Leases: In November of last year I made a Motion for the County Legal Department to review the standard Hamilton-Owens Airport hangar lease. Legal has now completed its review, and it is now appropriate for Council to move toward finalizing any revisions or changes to the model agreement. As such, I move that this matter be forwarded to the appropriate committee of Council (A&F?) and then on to full Council to consider the standard lease

A. Purpose

County Council is requested to consider a motion relative to hangar leases.

B. Background / Discussion

At the May 2, 2017 Council meeting, Councilman Pearce brought forth the following motion:

“Hangar Leases: In November of last year I made a Motion for the County Legal Department to review the standard Hamilton-Owens Airport hangar lease. Legal has now completed its review, and it is now appropriate for Council to move toward finalizing any revisions or changes to the model agreement. As such, I move that this matter be forwarded to the appropriate committee of Council (A&F?) and then on to full Council to consider the standard lease.”

The draft model agreement is attached.

There is no financial impact associated with finalizing the draft agreement.

C. Legislative / Chronological History

There is no legislative / chronological history associated with this request.

D. Alternatives

1. Consider the motion and approve accordingly.
2. Consider the motion and do not approve.

E. Final Recommendation

Council’s discretion. Staff will proceed as directed by County Council.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ by and between the County of Richland, State of South Carolina ("Lessor") and _____ ("Lessee"). The Fixed Base Operator, Eagle Aviation, Incorporated ("FBO"), is an agent of the Lessor for purposes of managing and administering this lease on the Lessor's behalf.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows:

1. **LEASED PREMISES** – The Lessor does this day lease unto the Lessee, those certain premises described as hangar number: _____, owned by the County of Richland and more fully described and shown on a diagram of the leased premises maintained by the Lessor. The aircraft to be stored in the leased premises is described in Attachment A to this Agreement. In the event a different aircraft is proposed to be stored in the leased premises during the term of this Agreement after the commencement of the lease term, and Lessor approves of the different aircraft, such aircraft shall be described in Attachment A.

Lessor shall provide the Lessee with the basic hangar structure with the roof, framing, and doors in a good and workmanlike condition at the beginning of the Lease term. Lessee shall promptly advise Lessor should the hangar become damaged or require any repair.

2. **TERMS:**

- a. The term of the lease shall be for a period of _____ () month/s or year/s, commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____. This Agreement replaces any and all other agreements between the parties concerning these leased premises. The Lessee agrees to pay to Lessor a monthly rent of \$ _____ plus any taxes, charges or levies imposed by any governmental authority, payable in advance commencing on _____, and on the first day of each month thereafter. Rental payments are to be mailed or delivered to the agent of the Lessor:

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
Page 1

Eagle Aviation, Inc.
2861 Aviation Way
West Columbia, South Carolina 29170

or to such other address as hereinafter directed by Lessor. Any rental payment received by Lessor more than five (5) days from the date due shall be subject to a late charge of twenty-five and no/100 (\$25.00) dollars, which late charge is immediately due and payable.

- b. Upon the execution of this Agreement, Lessee shall pay to Lessor a security deposit equal to the sum of one month's rent, unless a deposit equal to one month's rent has already been made by the Lessee for the hangar specified. Upon termination of this lease, Lessor shall promptly inspect the leased premises and if damages exist, ordinary wear excepted, cause such damages to be repaired with cost of such repairs to be assessed against the security deposit. If, during the term of the lease, Lessor is required to make repairs for damages determined to be caused by the Lessee or the Lessee's family, invitees, permittees or guests, the cost thereof may be deducted from the security deposit. In such event, Lessee shall have fifteen (15) days to restore said security deposit to its full sum. If, at the termination of this Agreement, no damage or arrearage exists, said security deposit shall be returned in full to Lessee. No interest will be paid to the Lessee on the Security Deposit.

3. USE OF LEASED PREMISES:

- a. The leased premises shall be used only as a storage facility for the aircraft owned or operated by Lessee or its affiliates or for other aeronautical purposes as defined by the FAA's policy on Use of Aeronautical Land and Facilities to include non-commercial construction of amateur-built or kit built aircraft; and maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. The aircraft is identified in Attachment A of this Agreement. Only one (1) aircraft per hangar shall be permitted in units classified as "T" hangars.
- b. All activity and use by the Lessee shall be in strict compliance with all applicable statutes, ordinances, rules, orders, regulations and other requirements of the Federal, State, County and Municipal governments.
- c. No hangar shall be used as a business location or in any way to generate revenues or reimbursement to the Lessee incident to the sale of parts,

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
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maintenance for hire, fuel sales, instruction for hire or other activity of a commercial or business nature.

d. Environmental requirements / Hazardous substances:

- 1) Definition – "Hazardous Substances" include any substances, materials, wastes, pollutants, or contaminants that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may be a health hazard or harm the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or leased.
- 2) As used herein, "Environmental Laws" include any and all federal, state, and local statutes, regulations, rules, and ordinances governing Hazardous Substances or relating to the protection of health or the environment and any similar or equivalent laws; and any implementing laws, regulations, rules and ordinances.
- 3) Tenant shall immediately notify the FBO and the Lessor [ATTN: Airport Director] upon becoming aware of: (i) any reportable leak, spill, release or disposal of a Hazardous Substance on, under, or adjacent to the airport or threat of or reasonable suspicion of any of the same; or (ii) any notice or communication from a governmental agency or any other person directed to the Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the airport or any violation of any federal, state, or local law, regulation or ordinance with respect to the airport or activities on the airport.
- 4) In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, the Lessee shall immediately contact _____, at (803) _____.

- e. Aircraft maintenance – All maintenance or repair of aircraft, aircraft engines, or aircraft parts shall be conducted in accordance with Federal Aviation Regulations (FARs). These activities, performed on the Lessee's aircraft, which are performed by others for remuneration, shall also be by a licensed Mechanic / Avionics Technician permitted to operate at the airport by the Airport Director having met established licensing, bonding, and insurance coverage requirements. Such activities must be conducted in a manner that in Lessor's judgment does not interfere with neighboring tenants, does not impose on hangar operations, and does not affect the cleanliness, safety, or image of the airport.

See Paragraph 3.c. regarding using a hangar space as a business location by the Lessee.

- f. Security – Lessee shall not compromise airport security or allow unauthorized access to the airport perimeter or to Lessee’s hangar. Lessor shall publish reasonable standards to address practices that are necessary to ensure the security of the Airport and aircraft operations. Such standards shall be provided to Lessee. Airport Identification Badges (AIDB) shall not be used by anyone other than those to whom they have been issued. Hangar keys shall not be reproduced by Lessee or any other person except Lessor.
- g. Fire protection – The Lessee shall exercise due and reasonable care and caution to prevent and control fire on the Airport and to that end shall also pay a reasonable fee imposed by the Fixed Base Operator (FBO) as an agent of the Lessor to provide and maintain such fire suppression and other fire protection equipment as may be required pursuant to governmental laws, rules and regulations for the purpose of protecting the Improvements to the airport adequately and restricting the spread of any fire from the airport to any adjacent property. Specifically, the use of welding machines, cutting torches, and space heaters are prohibited, as is the storage of propane tanks.

4. MAINTENANCE OF THE HANGAR:

- a. Other than as stated herein, the Lessee hereby accepts the premises “AS IS” at the beginning of this lease and agrees to maintain said premises in the same condition and order, excepting ordinary wear and tear and to reimburse and indemnify Lessor for any damage to the premises or appurtenances caused by an act or negligence of Lessee, his/her agents, servants, employees, permittees, guests or invitees.
- b. Any additions, alterations, modifications or construction by the Lessee relating to the leased premises must be expressly approved, in writing, by the Lessor before commencement of such addition, alteration, modification or construction. Lessee will ensure that all work will be in strict compliance with applicable building and fire codes. Any addition, fixtures or improvements which may be made by Lessee shall be removed or become the property of the Lessor and be surrendered with the premises at the termination of this lease at the direction of the Lessor. Examples of such alterations include, but are not limited to: floor painting or other coverings, added light fixtures or electrical system modifications,

wall coverings and painting, removal of dividing wall sections, or antenna installations or other penetrations to the walls or roof.

- c. Lessee agrees to keep the leased premises free of any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance of the Lessee, and Lessee further agrees to indemnify and save harmless Lessor and FBO from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed or materials furnished.
- d. The Lessor shall have the right to inspect the Leased Premises at reasonable times. Notwithstanding the foregoing, Lessee acknowledges that the Lessor may enter the Leased Premises at any time for the purpose of responding to an emergency that endangers either life or property involving the Leased Premises. Lessee's failure to comply with a reasonable request by the Lessor for access to the Leased Premises shall also constitute a breach of this Agreement and may result in termination of the Agreement.

5. ASSIGNMENT OR SUBLEASE – The Lessee shall not assign this lease, nor sublet the premises, or any part thereof except as is hereinafter provided and then only with the Lessor's prior written permission.

- a. Assignment of this lease is permitted when the Lessee sells his/her aircraft to another party and the purchaser wishes to retain the hangar. In that event, the purchaser shall apply to the Lessor for transference of the lease within ten (10) days of the sale.
- b. Subletting is permitted only when the Lessee has sold his/her aircraft and is in the process of obtaining a replacement aircraft. In that event, Lessee may sublease to another tenant for a period not to exceed six (6) months. Lessee must notify Lessor of such sublease within ten (10) days of the agreement and provide the name and address of the Sublessee. If within the six (6) months period beginning on the date of sale of Lessee's original aircraft, Lessee has not obtained a replacement aircraft, this lease is deemed terminated and the Sublessee after ten (10) days' notice, must remove his/her aircraft from the leased premises.
- c. Lessee must give notice to Lessor of any ownership changes in aircraft stored in or on leased premises within ten (10) days of the change of ownership and a new lease executed.

- d. In the event Lessee's aircraft is sold, substantially damaged or destroyed, or if Lessee's aircraft becomes based at another airport, Lessee may terminate this Agreement and shall be liable for the remainder of the Agreement term, or for ninety (90) days following Lessee's notice of termination for any reason set forth in this paragraph, whichever period is shorter. Lessor will make a good faith effort to re-rent the hangar as quickly as is practical. In the event the hangar is rented to another tenant, Lessee's obligation to pay rent shall end as of the date of the successor tenant's lease agreement.

6. DESTRUCTION OF PREMISES:

- a. In the event the premises shall be demolished, destroyed, or damaged by fire or other casualty during the term of the lease, whereby the leased premises are not rendered tenantable within ninety (90) days therefrom, either party may cancel this lease. Cancellation notice must be given in writing and rent shall be due to the date of the fire or casualty.
- b. It is hereby agreed and understood between the parties that if Lessor decides to remodel, alter or demolish all or any part of the leased premises, the Lessee agrees to vacate the premises upon receipt of sixty (60) days written notice.

7. HOLD HARMLESS:

- a. Lessee covenants and agrees to indemnify, defend and hold Lessor, the Richland County Airport Commission, and the FBO and its agents harmless from and against any and all fines, suits, claims, demands, actions, and causes of action for personal injury, death, or property damage arising out of or in connection with any act or omission of the Lessee, of the Lessee's employees, guests, invitees, permittees or agents on or in connection with the use of the leased premises, except where such event or occurrence arises out of the intentional acts, omissions, or gross negligence of the Lessor, its agents, employees, or assigns.
- b. All aircraft or other personal property placed or moved in the leased premises shall be at the risk of the Lessee or owner thereof, except where such event or occurrence arises out of the intentional acts, omissions, or gross negligence of the Lessor, its agents, employees, or assigns. Lessor shall not be liable for any damage to said personal property or Lessee arising from the intentional or negligent act of any Co-Lessee or any other person whomsoever, nor for any

damage caused by winds, rains, roof leakage, or theft. Lessee acknowledges, understands and agrees that the relationship created hereunder is that of Lessor and Lessee and no bailment is created or intended, whether express or implied.

8. LESSOR'S LIEN – The Lessee hereby pledges and assigns to the Lessor all of the personal property, goods and chattels which shall or may be brought or put on said premises as security for the payment of the rent reserved herein, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of Lessor, and Lessee agrees to pay Lessor's reasonable attorney fees incurred thereby.

9. TERMINATION – Lessee's failure to timely pay rent, or to comply with any other terms of this Lease, after having been given a reasonable right to cure of ten (10) days' after notice shall constitute a breach of this Agreement, upon which Lessor may terminate this Agreement and enter or cause its agents to enter the premises and remove all persons and property therefrom. In the event the Lessee holds over upon termination by Lessor, Lessor shall be entitled to recover from Lessee double the sum of rent payable hereunder for the length of any such holdover.

10. PRORATION OF RENT – In the event the term of this lease commences on a day other than the first day of a month, the rent reserved hereunder shall be prorated for that portion of the month until the first day of the following month and shall be payable in advance.

11. TIME OF ESSENCE – It is understood and agreed between the parties that time is of the essence of this lease and this applies to all terms and conditions contained herein.

12. NOTICES – All notices hereunder shall be mailed or delivered to the respective parties at the addresses indicated below.

13. INSURANCE – At the commencement of this Lease and as long as this Lease is in effect, the Lessee shall maintain Aircraft and Premises liability insurance coverage with insurers of recognized reputation and security authorized to conduct business in the State of South Carolina.

Lessee shall carry hull insurance coverage on the aircraft and provide Lessor proof of such coverage within ten (10) business days following request, unless waived.

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
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a. Lessee may notify Lessor that it intends to self-insure and waives purchasing a hull insurance policy. Under such waiver, Lessee hereby waives any claim against Lessor and FBO for loss or damage to the aircraft, for any reason, except upon the gross negligence of the Lessor and the FBO.
(Lessee initials) _____ and approved by (Lessor initials) _____.

b. The Lessee shall waive and have his insurer waive right of subrogation against Lessor. In addition, Lessee will waive and have his insurer waive right of subrogation against the FBO in excess of \$250,000 per aircraft / \$250,000 per occurrence hangar keeper's liability limit.

Lessee hereby acknowledges disclosure of a waiver requested and received from the City of Columbia to the requirement in S404.3 of the City Code which requires construction of one hour firewalls with 3,000 sq. ft. in the hangars. Lessee agrees to indemnify and hold harmless the Richland County Airport Commission, the County Leasing Agent, The County of Richland and the City of Columbia from any claims, causes of actions, suits or other legal action arising out of such waiver.

c. The Lessor and the FBO shall be added to the Lessee's insurance policy as additional insureds as respects liability arising out of the Lessee's operations.

d. Upon request, the Lessee shall furnish annually a certificate of insurance to the Lessor with 30-days' notice of cancellation verifying compliance with the above stipulated terms. Neither a failure to provide the required certificate of insurance nor submission of a certificate of insurance not in conformance with the insurance requirements stated herein shall relieve Lessee from the obligation to have in force the required insurance coverage.

14. CUMULATIVE RIGHTS – The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights hereunder shall not operate to forfeit any of the said rights.

15. BINDING EFFECT – This lease shall bind the Lessor and its successors and assigns, and the heirs, assigns, administrators or successors, as the case may be of the Lessee.

16. NONDISCRIMINATION – The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the airport and its facilities.
- b. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. That in the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Agreement and to re-enter the Hangar as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

17. RULES AND REGULATIONS / MINIMUM STANDARDS – The Lessee shall comply with rules and regulations adopted by Richland County, its Airport Commission, its Airport Director, or his agent or designee, with respect to the use of, entry on, access to, or possession of Lessor’s property at the Airport or contiguous property owned by the Lessor, as the same may change from time-to-time. Copies of current rules and regulations and Airport Minimum Standards as contained in the *Airport Operations Manual* may be obtained during normal office hours at the Office of the Airport Director.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year above written.

LESSEE:

LESSOR or AGENT:

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Address: _____

Address: 1400 Jim Hamilton Blvd
Columbia, South Carolina 29205

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
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Hangar Lease Agreement Lessee Information Sheet (Attachment 'A')
(Please print neatly)

Date: _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Primary Telephone Number: _____

Secondary Telephone Number: _____

E-mail address: _____

Aircraft to be stored Information:

1. Manufacturer: _____ Model: _____
Registration #: _____

2. Manufacturer: _____ Model: _____
Registration #: _____

Other individuals authorized by me for access to the hangar and its stored aircraft:

1. Name: _____

2. Name: _____

3. Name: _____

4. Name: _____

5. Name: _____

The above information is complete and accurate.

(Signature of Lessee)

Jim Hamilton – LB Owens Airport (CUB)
Lessor or Agent: _____ Lessee: _____

Hangar Lease Agreement
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**Jim Hamilton – L.B. Owens Airport
Hangar Lease**

Right of Access provision that has been included in the Airport's standard hangar lease since at least 1990:

Section 4.d.

Lessor and its agents, Richland County Airport Commission and authorized governmental agencies will have reasonable right of entry, without notice, to enter upon the premises to inspect for compliance with the terms of this lease and with applicable governmental regulations, make repairs or to exhibit the premises.

Sample Hangar Lease Access Provisions

1. Charleston Municipal Airport Use and Occupancy Agreement Hangar Space

“Operation reserves the right...to enter the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Agreement or the Master Lease Agreement or to undertake repairs, additions or alterations to the Space.”

2. Hangar Lease Agreement, County Commissioners for St. Mary’s County, Maryland

“Lessor reserves the right to inspect the Leased Premises without notice to the Lessee.”

3. Terrell Municipal Airport Hangar Lease Agreement, Terrell, Texas

“Premises. The premises leased shall be the aircraft hanger (sic) located on Row____, Hangar #____, together with reasonably necessary rights of access to the same.”

4. Chattanooga Metropolitan Airport Authority Lease Agreement

“Authority may enter the Space to inspect same, to show same to prospective tenants or purchasers, to make any repairs required by the circumstances, to verify compliance or non-compliance by Tenant with its obligations under this Agreement, and to take such other action with respect to the Space as is permitted by any provision of this Agreement.”





in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM-116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

(m) Related Information

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014-0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at <http://www.regulations.gov> by searching for and locating Docket No. FAA-2015-7524.

(n) Material Incorporated by Reference

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000-38-010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000-1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE-581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email saab340techsupport@saabgroup.com; Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: <http://www.archives.gov/federal-register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

Michael Kaszycki,

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.

[FR Doc. 2016-13740 Filed 6-14-16; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Chapter I

[Docket No. FAA 2014-0463]

Policy on the Non-Aeronautical Use of Airport Hangars

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notice of final policy.

SUMMARY: This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

DATES: The policy described herein is effective July 1, 2017.

FOR FURTHER INFORMATION CONTACT: Kevin C. Willis, Manager, Airport Compliance Division, ACO-100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629.

ADDRESSES: You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

- (1) Searching the Federal eRulemaking portal (<http://www.faa.gov/regulations/search>);
- (2) Visiting FAA's Regulations and Policies Web page at (http://www.faa.gov/regulations_policies); or
- (3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation

Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

SUPPLEMENTARY INFORMATION:

Authority for the Policy: This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

Background

Airport Sponsor Obligations

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 Federal Register (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97-248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,¹ with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

¹ The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AIA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan*, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070-6B, *Airport Master Plans*, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AIA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas

of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangars, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the

comments objected to some aspect the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on www.faa.gov/airport-compliance. These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

Response: The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,



REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4b Meeting Date: May 23, 2017

To: Greg Pearce, Chair, Administration & Finance Committee
From: Jennifer Wladischkin, Assistant Manager
Department: Procurement

Item Subject Title: Award of the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project

Action Taken by Committee previously: None.

- Options:**
1. Approve the request to award the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.
 2. Do not approve the request to award the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.

Motion Requested Today: Award the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.

Staff Recommendation: Staff recommends awarding the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.

Impact of Action: Operating Budget: Not applicable.
Capital Budget: The cost for the project is \$867,000.

Funding Amount/Source: .

Requested by: Jennifer Wladischkin, Assistant Manager

Staff Representative: Jennifer Wladischkin, Assistant Manager; Shahid Khan, Utilities Director

Outside Representative: None.

- List of Attachments:**
1. Detailed Request of Action

<u>5/18/17</u>	<u>Brandon Madden</u>	<u>1</u>
Date Submitted	Approved by the County Administrator's Office	Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Award of the Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project

A. Purpose

County Council is requested to approve the award of The Broad River Wastewater Treatment Facility, (BRWWTF), and UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.00. The funding will come from the BRWWTF construction budget.

B. Background / Discussion

The SCDHEC Consent Agreement 15-011W given to Richland County Utilities, (RCU), requires RCU to upgrade the existing UV Disinfection system as Phase I, and to build a new UV Disinfection system as part of Phase II.

Short-Term Improvements (Phase I)

The short term improvements involve the capital improvement of the existing UV equipment and include the following:

- Install new Glasco UV equipment in the existing UV basins and decommission the existing Ozonia UV system completely.
- Improvements to the electrical and PCMS, (Plant Condition Management Software systems), necessary to make the recommended improvements; and to monitor and control the UV system from the BRWWTF control room using the HMI, (human-machine interface device).

The short-term phase I project has been awarded and is in process to start construction. The anticipated date of completion for the short improvements is June 2017.

Long-Term Improvements (Phase II)

The study was completed by RCU's consultant, Constantine Engineering Group, who recommended that while the short term improvements will increase the reliability and adequacy of the disinfection system that for the long term, it was recommended RCU provide redundancy in the overall disinfection system would be a great improvement serving the future needs of Richland County and the environment. The consultant has recommended a parallel UV system to be designed and installed to accomplish the above stated objective. We anticipate these improvements to take place during year 2017-2018, subject to review and approval of the Council.

C. Legislative / Chronological History

- September 2016 – Richland County Utilities received County Council Ordinance 034-16HR
- October 2016 – Richland County Utilities received the funding approval letter from administration.
- November 2016 – The surveying was completed for the project.

- February 2017 – Construction plans were finalized, and bid # RC-034-B-2017 was advertised.
- April 2017 – Bid Opening was held on 4/19/2017 (See attached bid tabulation). Republic Contracting Corporation was the lowest responsive, responsible bidder with a bid of \$867,000.00.

D. Alternatives

1. Approve the request to award The Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.00.
2. Do not approve the request to award The Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.00.

E. Final Recommendation

It is recommended that Council proceed with awarding request to award The Broad River Wastewater Treatment Facility UV Disinfection System 2017 Project to Republic Contracting Corporation in the amount of \$867,000.00.





April 25, 2017

Mr. Jani Tariq Hussain, Manager/Special Projects
Richland County Utilities Department
7525 Broad River Road
Irmo, SC 29063

**RE: Broad River WWTP Upgrade UV Disinfection Improvements
RC-034-B-2017
Richland County, SC**

Dear Jani:

Sealed bids for the referenced project were received at 2:00 P.M. on April 19, 2017 at Richland County's Office of Procurement located at 2020 Hampton Street, Suite 3064, Columbia, SC. Each of the sealed bids were publicly opened and read aloud. A total of three bids were received ranging from a low bid of \$867,000.00 to a high bid of \$1,178,000.00. The engineer's opinion of probable construction cost was \$1,035,078.00. The apparent low bidder for the project is Republic Contracting Corporation from Columbia, SC.

Based on our investigation, Republic Contracting Corporation has the appropriate Contractor's licenses, bonding capacity and experience to complete the project. All other documentation required at the time of bid is satisfactory and in compliance with the bidding documents.

Enclosed are the Certified Bid Tabulation and the Notice of Award (NOA). Once approved by Council, please complete NOA and return to our office. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

CONSTANTINE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "John D. Peake, Jr.", written over a faint circular stamp.

John D. Peake, Jr.
Vice President & Regional Manager


4400 St. Andrews Road
Suite 3
Columbia, SC 29210


803-462-5258


www.tcgang.com



RICHLAND COUNTY
PROCUREMENT DEPT
2017 APR 19 PM 2:00

BIDS RECEIVED

PROJECT: Broad River WWTP Upgrade UV Disinfection Improvements
RC-034-B-2017
Richland County, SC

CEI PROJECT NO.: 100342.02

PLACE: Richland County Procurement Office Conference Room
2020 Hampton Street, Suite 3064
Columbia, SC 29204

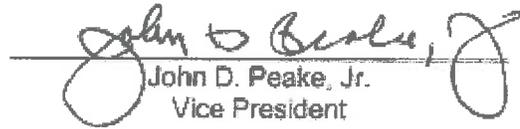
DATE: April 19, 2017

TIME: 2:00 p.m.

CONTRACTOR	AMOUNT OF BID	ORDER OF BIDS
Haren Construction Co., Inc. 87. (no bid)	1,778,000.00 87.	
Harper Corporation	\$1,178,000.00	
Level Utilities LLC	\$989,500.00	
McClam Associates, Inc. 87. (no bid)	_____ 87.	
Republic Contracting Corporation	\$867,000.00	



**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**


John D. Peake, Jr.
Vice President

CERTIFIED BIDS RECEIVED

PROJECT: Broad River WWTP Upgrade UV Disinfection Improvements
RC-034-B-2017
Richland County, SC

CEI PROJECT NO.: 100342.02

PLACE: Richland County Procurement Office Conference Room
2020 Hampton Street, Suite 3064
Columbia, SC 29204

DATE: April 19, 2017

TIME: 2:00 p.m.

CONTRACTOR	AMOUNT OF BID	ORDER OF BIDS
Republic Contracting Corporation	\$867,000.00	1
Level Utilities LLC	\$989,500.00	2
Harper Corporation	\$1,178,000.00	3



REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4c Meeting Date: May 23, 2017

To: Greg Pearce, Chair, Administration & Finance Committee
 From: Library c/o Kevin Bronson, Assistant County Administrator
 Department: County Administrator's Office

Item Subject Title: Sale of County Property

Action Taken by None.

Committee previously:

- Options:**
1. Consider the request and authorize the execution of a contract to sale the property.
 2. Consider the request and do not authorize the execution of a contract to sale the property.

Motion Requested Authorize the execution of a contract to sale the property.

Today:

Staff Recommendation: Staff recommends authorizing the execution of a contract to sale the property. If approved by Council, an ordinance will be required (three readings and a public hearing).

Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.

Funding To be discussed in Executive Session.

Amount/Source:

Requested by: Library c/o Kevin Bronson, Assistant County Administrator

Staff Representative: Kevin Bronson, Assistant County Administrator

Outside Representative: Library Executive Director Melanie Huggins

List of Attachments:

1. Detailed Request of Action
2. Contractual Information to be provided in Executive Session

5/18/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

8
Council District



REQUEST OF ACTION

Subject: Sale of County Property

A. Purpose

County Council is being requested to authorize the execution of a contract to sale county-owned property located at 1 Summit Parkway.

B. Background / Discussion

The Library is seeking approval to sell the county owned property located at 1 Summit Parkway, which was closed last year in connection with the opening of the new Sandhills Library branch. The property was given to the County for the Library in 1992 by the developer of the Summit. The property included a reverter in the deed, providing that whenever the Library ceased to use the property as a library, ownership of the real property would revert back to the developer, provided however, the developer would either have to pay for the cost of the improvements or waive the reverter.

The original developer's successor in interest elected to waive the reverter rather than pay for the costs of improvements and claim ownership of the property, since the developer no longer had any active interest in the development. The property is now free of that restriction.

Discussions related to the contractual information associated with this request are appropriate for Executive Session.

C. Legislative / Chronological History

There is no legislative / chronological history associated with this request.

D. Alternatives

1. Consider the request and authorize the execution of a contract to sale county-owned property located at 1 Summit Parkway.
2. Consider the request and do not authorize the execution of a contract to sale county-owned property located at 1 Summit Parkway.

E. Final Recommendation

Staff recommends authorizing the execution of a contract to sale county-owned property located at 1 Summit Parkway.. If approved by Council, an ordinance will be required (three readings and a public hearing).

Richland County Council Request of Action

Subject:

Council Motion: Conservation Commission to Manage Agencies Receiving Hospitality Tax Funds

NOTE:

CONSERVATION COMMISSION'S MISSION: The RCCC is charged with promoting the protection of the county's natural, historical, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. The commission does this by negotiating voluntary protection strategies with landowners through conservation easements and land acquisition, and through grant programs and special projects.