



Dedicated to enriching lives and connecting communities through diverse recreational opportunities

**Richland County Recreation Commission
Regular Board Meeting Agenda
May 20, 2019
6:00PM**

1. Call to Order:

Chair Shepard is scheduled to call the meeting to order.

2. Adoption of Agenda: (Action)

3. Minutes: (Action)

Chair Shepard will request the Board to approve minutes from the April 29, 2019 Special Call Board meeting.

4. Public Input:

Citizens requesting to address the Board must sign up in advance prior to the beginning of the meeting and are limited two minutes each.

5. Financial Report: (Hand Out)

Brandy James, Chief Financial Officer, will present to Board.

6. New Business:

None

7. Other Business:

- Carletta Wilson, Sweet Potato Festival Committee President
- Will Anderson, Executive Director of Operations Richland School District Two, will present draft Deed for Referendum Construction
- Russell Ste.Marie will present information regarding the re-zoning of the Golf Course at Crickentree and its current Traditional Recreation Open Space (TROS)
- Executive Director will present Policy No 14015 Contracting with Independent Instructors (**Action**)
- Executive Director will present Policy No. 6015 Summer Day Camps and Policy No. 6020 Free Summer Day Camp Programs (**Action**)
- Executive Director Report – Ms. Lakita Watson

8. Executive Session

- Legal Updates
- Personnel Matter Administrative

9. Adjournment

BOARD OF COMMISSIONERS:

*Cynthia Shepard, Chair
Lisa L. Cotten, Vice Chair
Robert Lapin, Secretary
Thomas Clark
Jermaine L. Johnson, Sr.
Donzetta Lindsay
Stephen Venugopal*



ADMINISTRATIVE OFFICE:

*Lakita Watson, Executive Director
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Columbia, SC 29223
Phone: (803) 741-RCRC (7272)
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Email: info@rcrc.state.sc.us
www.richlandcountyrecreation.com*

**Richland County Recreation Commission
Special Call Board Meeting Minutes
April 29, 2019
5:30PM**

Commissioners in Attendance:

Cynthia Shepard
Robert Lapin
Donzetta Lindsay
Thomas Clark
Jermaine Johnson, Sr.
Lisa L. Cotten
Stephen Venugopal

Others in Attendance:

Bob Coble, Parliamentarian
Joseph Dickey, Attorney

1. Call to Order:

Commissioner Shepard called the meeting to order at 5:40 p.m.

2. Adoption of Agenda:

Motion to amend the agenda adding a Memorandum of Agreement (emergency action needed) under Other Business made by Commissioner Clark and second by Commissioner Cotten. Motion approved unanimously by all members present; Shepard, Clark, Lapin, Lindsay, Johnson, and Cotten.

3. Minutes:

Motion to approve minutes from March 18, 2019, Regular Board Meeting and Special Call Board meetings from March 25, 2019, and April 4, 2019, made by Commissioner Johnson and second by Commissioner Cotten. Motion approved unanimously by all members present; Shepard, Clark, Lapin, Lindsay, Johnson, and Cotten.

Commissioner Venugopal entered meeting at 5:45p.m.

4. Other Business:

- Presentation of Policy No. 14015 Contracting with Independent Instructors made by Executive Director, Adarius Williams-Community Outreach Coordinator and Octavia Morgan-Health & Wellness Coordinator.

This policy was presented for review and discussion and will be voted on at the May 20, 2019 Board Meeting.

Commissioner Lindsay requested a policy book for all Commissioners and Ms. Watson explained that the policy book is in the process of update and will be distributed upon completion.

- Executive Director presented Request for Waiver of Facility Fees from Volunteer Free Dance Class for use of Garners Ferry AAC.

Motion made by Commissioner Cotten to give 50% reduction in fees with security, second by Commissioner Lindsay. Yea vote: Cotten, Clark, and Shepard; Nay vote: Lindsay, Johnson, Venugopal, and Lapin. Motion did not pass.

Board discussion regarding Policy No. 815 Public Use of Facilities.

**Motion made by Commissioner Clark to give 50% reduction in fees with security, second by Commissioner Lapin. Yea vote: Clark, Lapin, Lindsay, Cotten, Shepard, and Venugopal; Nay vote: Johnson
Motion passed.**

- Executive Director along with Mr. Andrew Scott, Adaptive Recreation presented Memorandum of Agreement between the Richland County Recreation Commission and SC Respite Coalition of Columbia. Mr. Scott explained that the deadline is fast approaching for completion and signature on the MOA to receive funds available to pay RCRC Camp Sunshine directly up to \$500 for each approved camper who completes and submits the two-page application and is approved by the SCRC Voucher Coordinator.

Motion made by Commissioner Lindsay for Chair to sign the Memorandum of Agreement, second by Commissioner Lapin. Motion approved unanimously by all members present; Shepard, Clark, Lapin, Lindsay, Johnson, Venugopal and Cotten.

Motion made by Commissioner Johnson to go into Executive Session for legal updates, second by Commissioner Clark. Motion approved unanimously by all members present; Shepard, Venugopal, Lapin, Clark, Lindsay, Johnson and Cotten.

5. Executive Session:

Chair Shepard stated that no actions were taken in Executive Session.

6. Budget/Capital Improvement Work Session:

Brandy James, Chief Financial Officer, lead the work session.

Motion to adjourn made by Commissioner Venugopal, second by Commissioner Lindsay. Motion approved unanimously by all members present; Shepard, Johnson, Lapin, Clark, Cotten, Lindsay and Venugopal.

7. Adjournment

Meeting adjourned at 8:16 p.m.

Cynthia Shepard, Chair

Minutes approved on this _____ day of _____ 2019.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **D E E D**

KNOW ALL MEN BY THESE PRESENTS, that **RICHLAND COUNTY RECREATION COMMISSION**, (hereinafter called "**Grantor**"), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to the Grantor in hand paid at and before the sealing of these presents, by **RICHLAND SCHOOL DISTRICT TWO** (hereinafter called "**Grantee**"), in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto **Grantee**, its successors and assigns:

See Exhibit A attached hereto and incorporated herein.

GRANTEE ADDRESS: Richland School District Two
 6831 Brookfield Road
 Columbia, SC 29206

THIS CONVEYANCE is made subject to easements, conditions and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, and its successors and assigns forever.

AND the said Grantor warrants that it has the right and authority to convey the property, that all required approvals have been obtained, the Commission has appointed and authorized the

undersigned to execute and deliver this deed and the resolutions and motions authorizing the transaction are properly documented and reflected in the minutes of the Grantor.

AND the said Grantor does hereby bind itself and its successors, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS its hand and seal this ____ day of _____, 2019.

Signed, Sealed and Delivered
in the presence of:

Richland County Recreation Commission

Witness

By: _____

Print name: _____

Its: Chairman

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) ACKNOWLEDGMENT

I, _____, a notary public duly commissioned, qualified and acting within and for said County and State, do hereby certify that Richland County Recreation Commission by _____ as Chairman of the Richland County Recreation Commission personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2019.

Notary Public for South Carolina

My Commission expires: _____

EXHIBIT A

All of that certain piece, parcel or lot of land with improvements thereon, if any, lying, being and situate in the State of South Carolina County of Richland on the southeastern side of Wedgefield Road, containing 1.99 acres, more or less, and designated as "Tract A" (sic Parcel "A") on a plat of property surveyed for the Board of Trustees of Richland County School District Two by William Wingfield, Reg. Surveyor and dated January 15, 1974, and recorded in the Office of the Register of Deeds for Richland County on April 29, 1974 as Plat Book X at 2717. Said property is also shown as Parcel "B", 2.00 Acres, on plat of property for Richland County School District 2, Forest Lake Elementary, prepared by Glenn Associates Surveying, Inc., by Brian B. Bonds, S.C.P.L.S. #28582, dated January 14, 2019, revised February 26, 2019 and recorded in the Office of the Register of Deeds for Richland County in record Book _____ at Page _____ on _____, 2019. Reference is hereby made to the aforesaid latter plat for a more complete and accurate description, be all measurements a little more or less.

DERIVATION:

This being a portion of the property conveyed to Richland County School District 2 by deed of Edwin H. Cooper, Trustee, dated December 15, 1955 and recorded December 23, 1955 in Volume Book 175 at Page 508 and by deed of Edwin H. Cooper, Trustee, dated January 3, 1956 and recorded January 10, 1956 in Volume Book 176 at Page 555.

And being the same property conveyed to the Richland County Recreation Commission by deed of Richland School District Two dated April 26, 1974 and recorded in the Office of the Register of Deeds for Richland County on April 29, 1974 in Deed Book D 314 at page 10.

Tax Map No.: 16905-05-01

Richland County Planning Commission Information Packet regarding the meaning, implementation, and use of TROS zoned properties.

Authored by Iris & Russell Ste.Marie 317 Crickentree Drive.

The information enclosed in this paper is presented to the Richland County Planning Commission for use in consideration of the proposed re-zoning of the Golf Course at Crickentree and its current Traditional Recreation Open Space (TROS) designation by ECapital Investments.

My wife and I have extensively researched this topic over the last 9 months, and feel this information, all of which has been taken directly from both past and future Richland County Comprehensive Plans to have significant relevance regarding the proposed re-zoning. We therefore request each of you please take a few moments of your time and carefully read the information provided. It will give each of you clear and distinct knowledge pertaining to TROS and its desired implementation and use throughout the County.

We would also both like to thank each of you personally for reading and considering this information prior to making any decisions regarding this highly controversial topic.

- “In the 2002-2020 Comprehensive Plan “Imagine Richland 2020” it is stated that:
 - Future growth Goal: Provide for growth that is efficient and cost-effective; improves our quality of life; sustains our economic viability; protects, preserves and promotes our environmentally sensitive lands, our special historic and cultural sites, and our green spaces.
 - It should be clearly stated that land use and zoning are not interchangeable terms. Zoning is a mechanism for prescribing land uses and associated physical standards for development, while land use describes how land actually develops.
 - Without a rational planning strategy to guide it, land use can quickly evolve into urban sprawl, blight and piecemeal development without a sense of identity or community.
 - Rural open spaces and prime farmlands are being converted to residential and other suburban uses. To protect significant agricultural lands, natural areas and open space corridors, Richland County will ultimately have to develop specific zoning and growth management tools for directing future development to sustainable areas.”
 -
 - <https://www.nrc.gov/docs/ML0303/ML030300776.pdf>

2015: The Comprehensive Plan is a document intended to guide and shape future growth of a community. “Putting the pieces into place”

- “The South Carolina Local Government Comprehensive Planning Enabling Act of 1994 establishes authority for local governments to create the Planning Commission and to follow the Comprehensive Planning process as set forth by the Planning Commission.”
- “The overall intent of the plan is to identify expected development patterns and to guide and facilitate growth in a manner that is respectful of the County’s natural and cultural resources. After engaging in a robust public participation effort, staff completed major updates to the Land Use and Priority Investment elements for the 2015 plan”

- “This Comprehensive Plan is a “blueprint” that provides guidance as to where and how Richland County will grow in the next 20 years. It provides direction for shaping future decisions so that the County can achieve its vision.”
- “This year long process is the first opportunity the City and County have had to undertake a joint planning effort. “
- “Richland County citizens, business and property owners had four opportunities to voice their aspirations for the future of the County. There were five meetings for COMMUNITY CONVERSATIONS, Five Choices Workshops, Five meetings for public review of the plan and plan adoption hearings for **Planning Commission** and the **County Council** offered a final opportunity to provide input on the draft Plan.”
- “This plan seeks to create an interconnected network of green space that conserves natural ecosystems and functions and provides associated benefits to human populations. “

➤ “Purpose of Future Land Use Map and Categories

- The Future Land Use map and categories are used during rezoning requests to make recommendations and decisions regarding the appropriateness of different aspects of proposed developments. The Future Land Use map and categories provide guidance when making decisions about zoning and infrastructure investments by identifying the type and character of development that should occur in specific areas. The Future Land Use categories and the Future Land Use map are provided solely with the intention of offering guidance to local decision- makers. This plan does not make formal recommendations to rezone properties to align with these Future Land use designations, but provides support for these Future Land Use designations during a rezoning case evaluation. “

➤ “Using the Future Land Use Map and Categories

- Each rezoning proposal needs to be evaluated using the land use category, goals and implementation strategies outlined in this Comprehensive Plan. Because this is a Comprehensive Plan and not intended to provide site level guidance with regard to development decisions, discretion should be used when evaluating a proposed rezoning using the Future Land Use Map and related categories. Future Land Use category lines were developed by considering development character, utility service areas, lines of natural features, and roadways. Particularly for areas near or on the boundaries of Future Land Use categories, discretion by the Richland County Planning Department staff is needed to determine the appropriate Future Land Use category that should be applied based on: • Existing development context of property • Environmental context of the property • Development activity or proposed activity occurring within a sphere of influence of the property • Future plans to construct utility infrastructure, roadways, or other public facilities Ultimately, rezoning decisions are legislative decisions made by the County Council. This means that the decisions are a policy choice, and that the Comprehensive Plan helps to inform these choices.”

➤ “Amendments to the Future Land Use Map

- The Future Land Use text and map may be amended as provided by the Richland County Land Development Code. Proposed amendments to the Comprehensive Plan shall be recommended by the Planning Commission and approved by County Council, and should be internally consistent with the other components of the Comprehensive Plan, including the Future Land Use Map, and the goals and strategies of the plan. Plan amendments are also designed to change goals and strategies in such a way as to maintain internal consistency”

- In this extensive and costly effort, it was determined that TROS zoned properties are similar to Conservation and the Desired Development pattern states that subdivision of land and residential development was discouraged within these areas.

COMPREHENSIVE PLAN | Richland County, South Carolina

CONSERVATION

Land Use and Character

Environmentally sensitive development that supports agricultural, horticultural, forestry, and related working lands uses, educational and research practices, recreational areas, and natural open spaces. This includes Harbison State Forest, Sesquicentennial State Park, Clemson Extension, and Congaree National Park.



Desired Development Pattern

Limited development using low-impact designs to support environmental preservation, tourism, recreation, research, education, and active working lands uses. Subdivision of land for commercial and residential development is discouraged within these areas.



Recommended Land Uses

Primary Land Uses: Natural parks, educational and research facilities, agricultural uses, forestry, and related agricultural/forestry support uses.

Transportation

Rural roadways that provide access to public lands and educational centers. Trail and greenway access and on-road biking is the preferred form of alternative transportation.

Policy Guidance

1. Development should incorporate best management practices for protecting environmentally sensitive areas.
2. If the County pursues the development of a Transfer of Development Rights program, Conservation areas should be identified as "sending" areas for transferring out development rights to higher density "receiving" areas.

Relevant Plans

Lower Richland Community Strategic Master Plan (Cowasee Corridor)

Priority Investment Areas

Portion of the #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Existing Zoning Districts of Similar Character

C, TROS, PR



- “Protection of Watersheds, Aquifers, and Flood Prone Areas is Critical
 - “Richland County has three major watershed basins: The Broad River Basin, the Catawba River Basin, and the Saluda River Basin. The surface waters in these basins replenish groundwater supplies (aquifers), provide drainage throughout the County, and influence water quality for wildlife, recreation, and potable water. When asked “what to protect from change” in Richland County, residents resoundingly responded that protection of water resources should be a priority for the County. And that watershed protection should include the ability for residents to gain better access to water bodies for recreational use. Several creeks, including Gills Creek, Wateree Creek, Rocky Creek and Mill Creek are identified for restoration to improve water quality. Feeding these water bodies are floodplains that absorb stormwater and are prone to rising waters. Over 97,000 acres of 100-year floodplains (nearly 20 percent of the County’s land area) exist in Richland County. The County has an opportunity through land use planning to protect these watersheds and the ecosystems they support, including the source water for the County’s population”

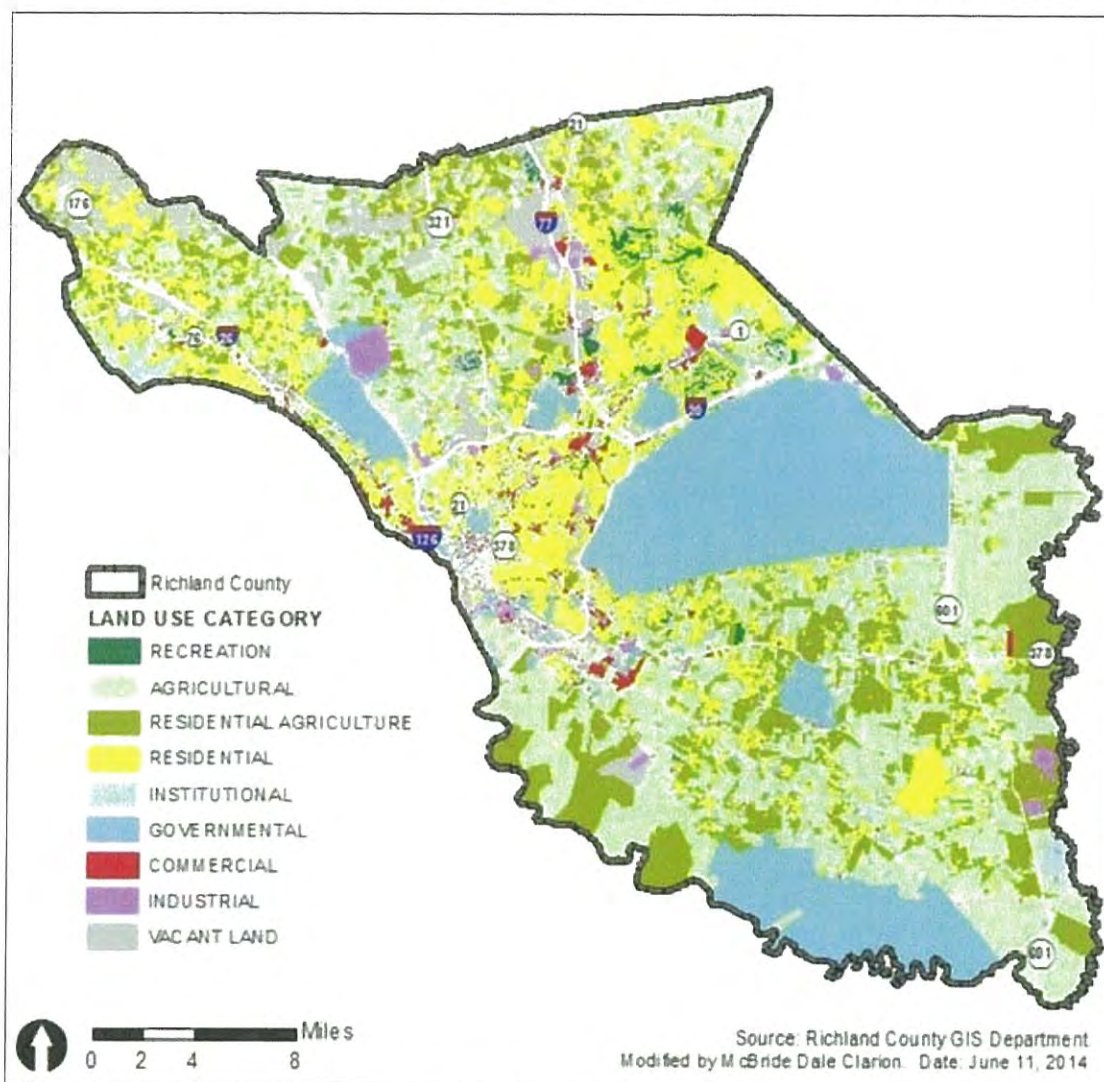
All this information can be found on

http://www.richlandcountysc.gov/Portals/0/Departments/Planning/ADOPTED_RC_2015CompPlan.pdf

- **Next, in Appendix A of the Comprehensive Plan, TROS/RECREATION is clearly separated from Residential use in the Land Use Categories, and integrated in the official County maps further showing the public, that this was truly intended as a permanent Zoning District that was not destined to be developed.**
- “This technical appendix was designed to be a free-standing document that can be updated more frequently than the chapters of the full Comprehensive Plan”
-

Richland County with Municipalities

Countywide, the largest land use is agriculture (31%), followed by government use, which includes permanently protected state and national forests and parks (18%), residential (17%), residential agriculture (16.29%), and vacant land (10.6%). Only a small proportion of land countywide is dedicated to institutional (2.84%), commercial (1.65%), industrial (1.60%), or recreation (0.87%) uses. Agriculture is an important industry in Richland County and many existing farms will likely remain viable businesses over time, but some will likely be converted for future development. Using this assumption, some of the active agricultural land (31%) and the vacant land (10.6%) comprise the future available capacity for development in the County.

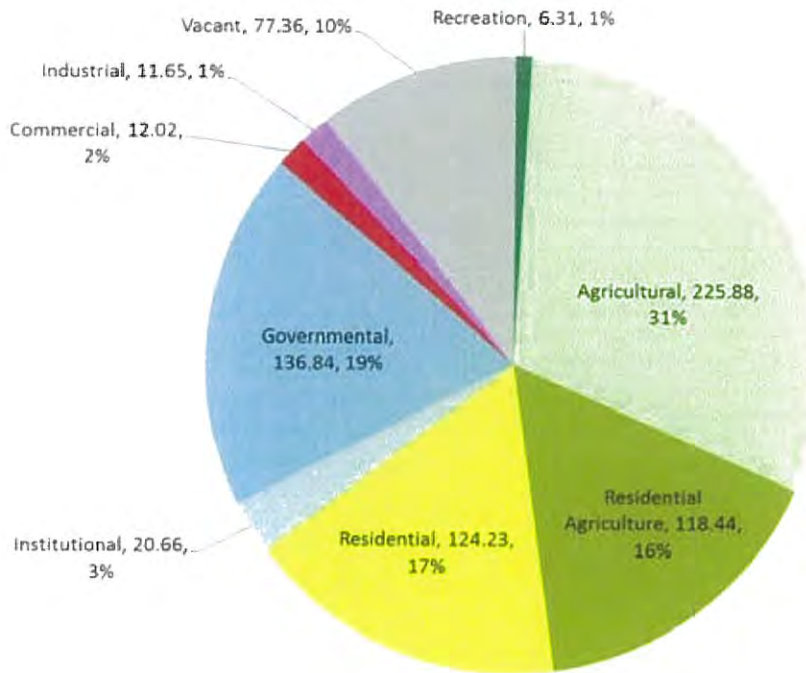


Existing Land Use - Richland County with Municipalities

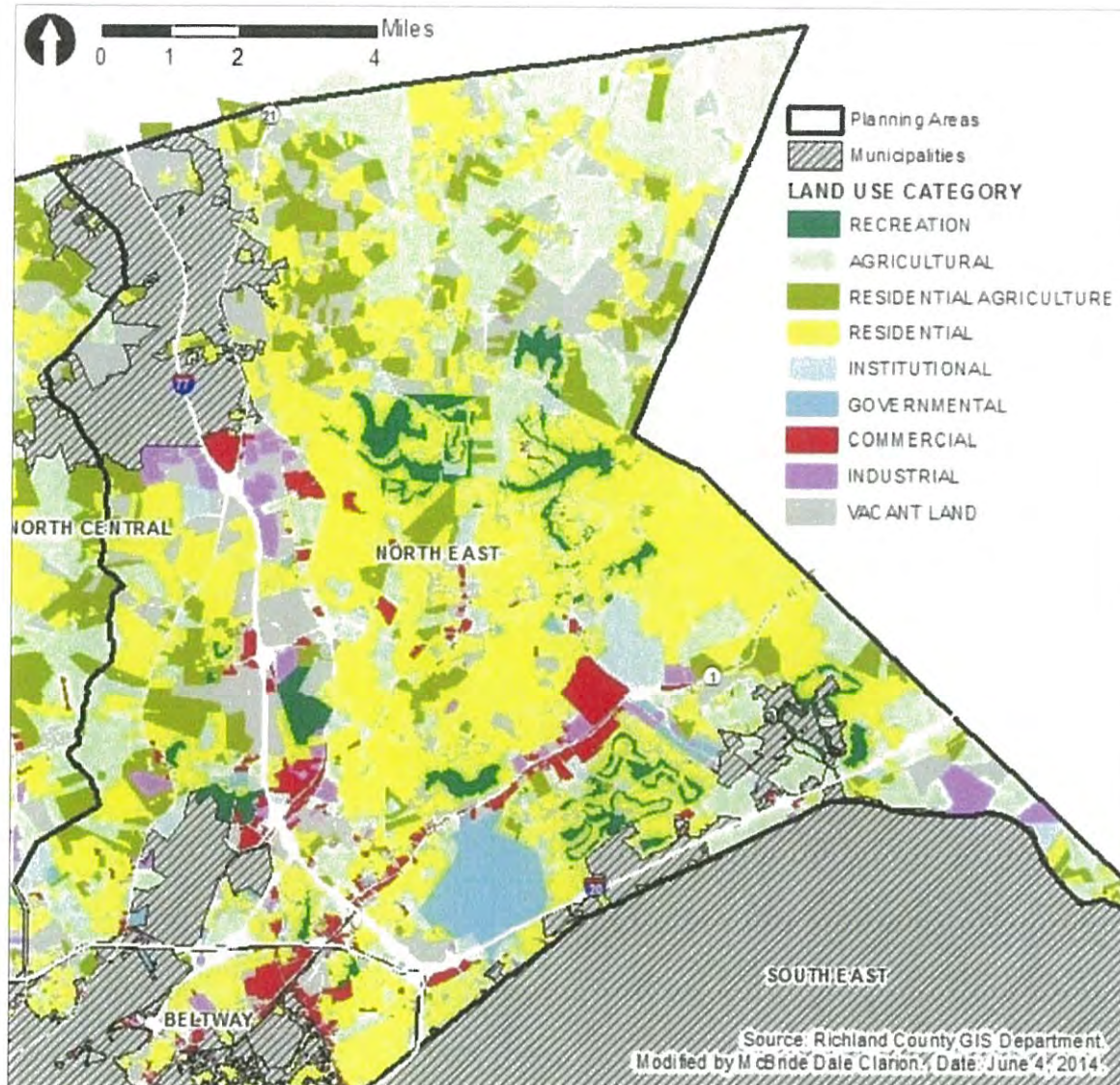
Existing Land Use - Richland County with Municipalities

	Area (acres)	Area (square miles)	Percentage
Recreation	4,036.53	6.31	0.87%
Agricultural	144,564.29	225.88	31.07%
Residential Agriculture	75,799.56	118.44	16.29%
Residential	79,506.96	124.23	17.09%
Institutional	13,220.33	20.66	2.84%
Governmental	87,577.30	136.84	18.82%
Commercial	7,692.95	12.02	1.65%
Industrial	7,458.74	11.65	1.60%
Vacant	49,509.03	77.36	10.64%

Source: Richland County GIS Department. Modified by McBride Dale Clarion.

Existing Land Use - Richland County with Municipalities (square miles)**Existing Land Use - Richland County with Municipalities**

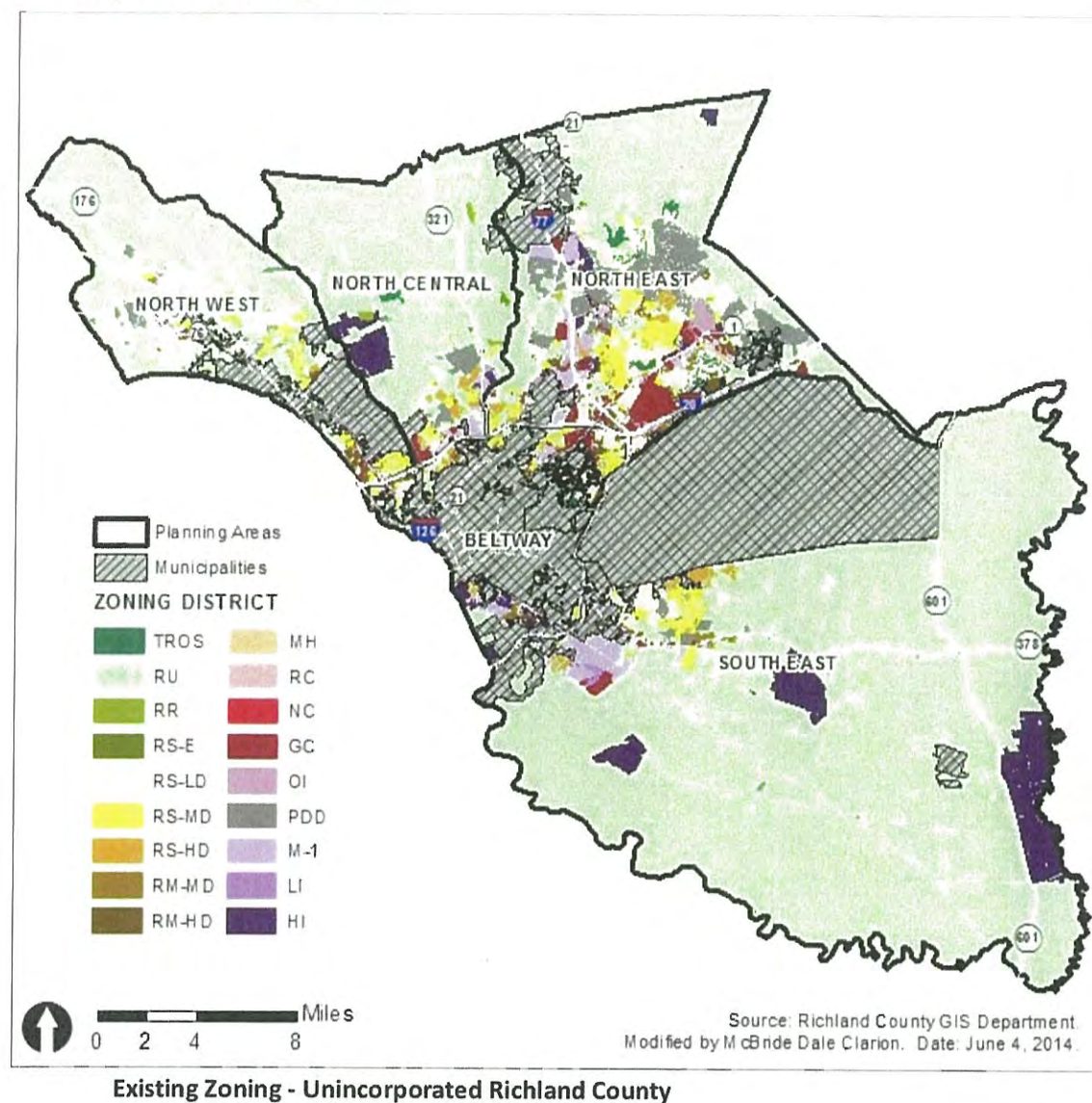
NORTHEAST



Existing Land Use - Northeast Planning Area (excluding municipalities)

-
-
- Zoning
 - Land development within the unincorporated portions of Richland County is regulated by the Richland County Land Development Code. Commonly called “zoning,” these regulations assign a zoning district to all unincorporated lands in the County. Each of the County’s 18 zoning districts sets out the specific uses, dimensional standards, and development requirements for lands within the district. Map X below identifies the zoning districts and their locations within the County

Countywide Zoning



1. Land Use

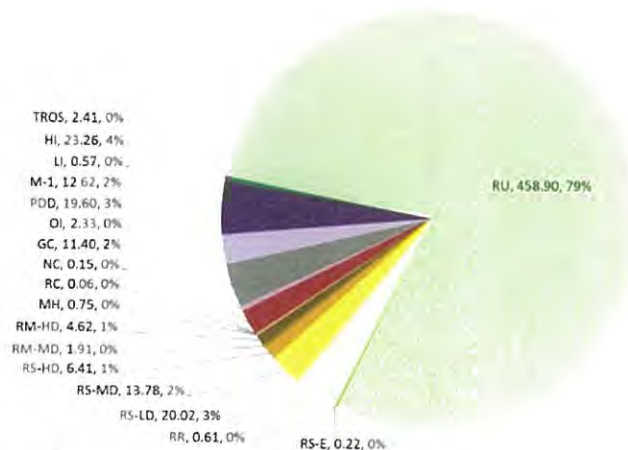
COMPREHENSIVE PLAN APPENDIX A | Richland County, South Carolina

Existing Zoning - Unincorporated Richland County

		Area (acres)	Area (square miles)	Percentage
TROS	Traditional Recreation Open Space	1,540.83	2.41	0.42%
RU	Rural	293,698.01	458.90	79.17%
RR	Rural Residential	391.87	0.61	0.11%
RS-E	Residential, Single-Family - Estate	141.15	0.22	0.04%
RS-LD	Residential, Single-Family - Low Density	12,811.87	20.02	3.45%
RS-				
MD	Residential, Single-Family - Medium Density	8,817.37	13.78	2.38%
RS-HD	Residential, Single-Family - High Density	4,102.25	6.41	1.11%
RM-				
MD	Residential, Multi-Family - Medium Density	1,223.63	1.91	0.33%
RM-				
HD	Residential, Multi-Family - High Density	2,959.85	4.62	0.80%
MH	Manufactured Home Residential	479.84	0.75	0.13%
RC	Rural Commercial	38.70	0.06	0.01%
NC	Neighborhood Commercial	95.18	0.15	0.03%
GC	General Commercial	7,294.71	11.40	1.97%
OI	Office and Institutional	1,490.98	2.33	0.40%
PDD	Planned Development	12,541.09	19.60	3.38%
M-1	Light Industrial	8,074.58	12.62	2.18%
LI	Light Industrial	363.66	0.57	0.10%
HI	Heavy Industrial	14,888.44	23.26	4.01%

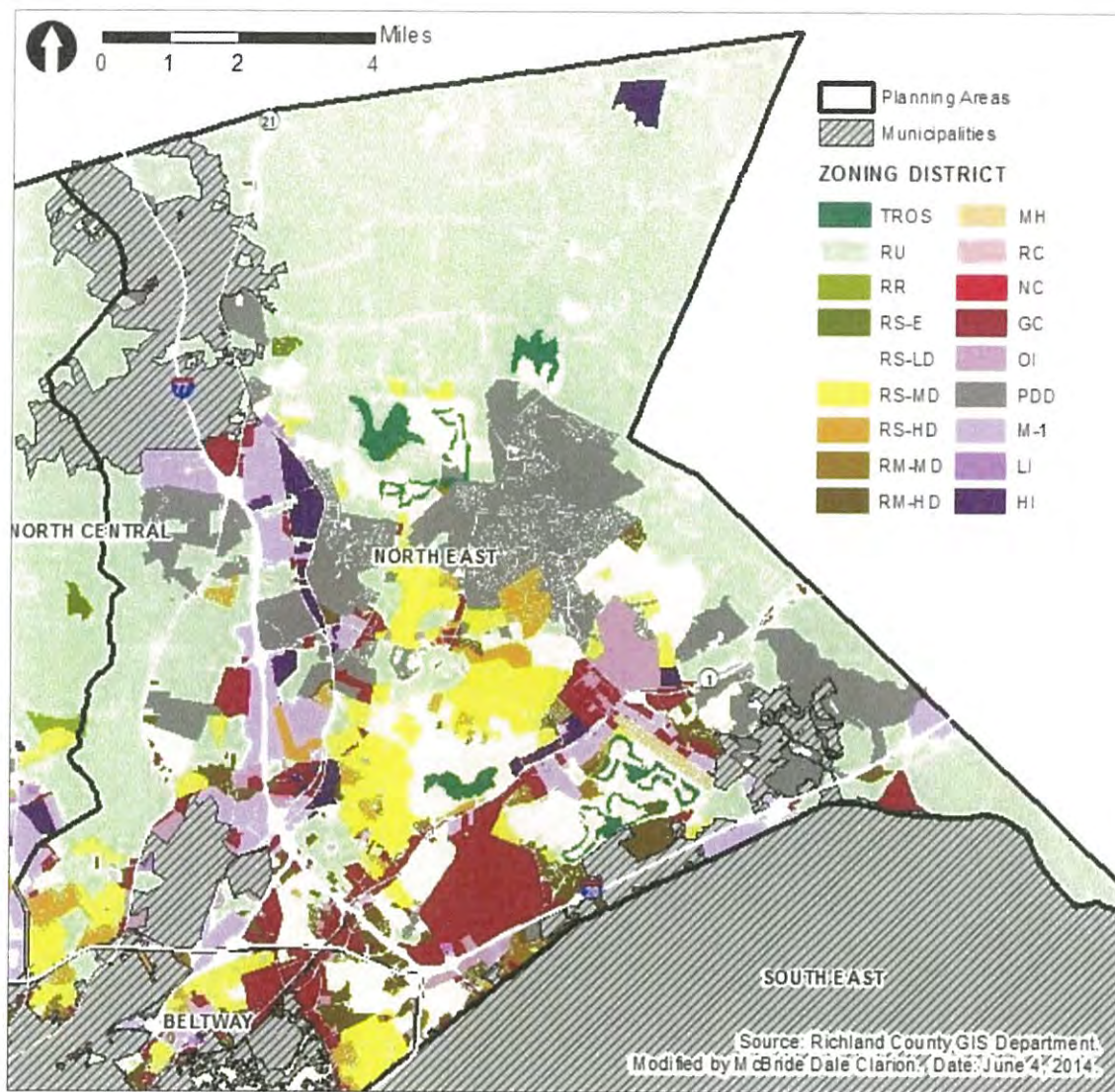
Source: Richland County GIS Department. Modified by McBride Dale Clarion.

Existing Zoning - Unincorporated Richland County (square miles)



Existing Zoning - Unincorporated Richland County

NORTHEAST



Existing Zoning - Northeast Planning Area (excluding municipalities)

➤ PLANT & ANIMAL HABITATS

- As of February 13, 2012, there were 90 rare, threatened, or endangered species in Richland County, including the bald eagle, Carolina bugleweed, red cockaded woodpecker, and the black bear. This inventory is maintained by the SC Department of Natural Resources (SCDNR) and can be viewed at <http://www.dnr.sc.gov/species/pdf/Richland2012.pdf>.
- RICHLAND COUNTY SCHOOL DISTRICT TWO
 - Richland County School District Two encompasses approximately 243 square miles in the northeast portions of the County, generally bounded by Interstates 20 and 77 on the west and south and extending to the Kershaw and Fairfield County Lines. District Two

includes nineteen elementary schools, seven middle schools, and five high schools. In addition, the school district has two alternative schools, two child development schools, and one adult/community education center. Approximately 27,000 students earn an education in School District Two, including roughly 6,000 students in the district's thirty "Expanded Choice" magnet schools. The school district also serves 200 children from Fort Jackson in Grades 7 to 12.

- Growth Pressures School District Two is experiencing a tremendous strain on school capacity because of rapid growth and development in the district. Enrollment estimates project a continued need for increasing capacity. In 2008, nearly half of the schools were overcapacity (11 of 25 schools). School officials are currently opening an average of one school per year through 2023 to keep up with the growth.
- School District Two completed a Long-Range Facility Plan long range facility plan in 2011 to address growth concerns. In addition to renovating and upgrading existing facilities, they plan for three new elementary schools, one new middle school, one new high school, and one new district office with shared community use facility. District Two officials indicated that the land banking process is well underway for these proposed projects.
- The 2011 Long-Range Facilities Plan can be viewed at https://www.richland2.org/Departments/planning/Documents/Long_Range_Facility_Study_%202011_Update.pdf
-

➤ http://www.richlandcountysc.gov/Portals/0/Departments/Planning/ADOPTED_RC_APPENDIX_2015CompPlan.pdf

In the Future Comprehensive Plan TROS and Conservation are combined and are now called Land Preservation District

➤ Sec. 26-3.2. Special Purpose Base Districts

- General Purpose of Special Purpose Base Districts The purpose and intent of the Special Purpose base districts is to ensure that open areas within the County are preserved and to protect the rural and agricultural character of lands within the County in accordance with the comprehensive plan.

➤ TROS and Conservation are now combined and referred to as Land Preservation District.

ZONING DISTRICTS | SEC. 26-3.2. SPECIAL PURPOSE BASE DISTRICTS

(c) LP: Land Preservation Districtⁱ

(1) Purposeⁱⁱ

The purpose of the LP: Land Preservation District is to ensure the preservation of lands for conservation, recreation, and open space, including lands that have significant environmental features or functions, lands that provide substantial open areas within developments, and lands within community-wide open space networks or parks. Development allowed includes limited community service, recreation and entertainment, lodging, and supporting public facilities, consistent with the district's primary purpose of preserving significant environmental features and maintaining the natural and/or open character of the land.

(2) Concept



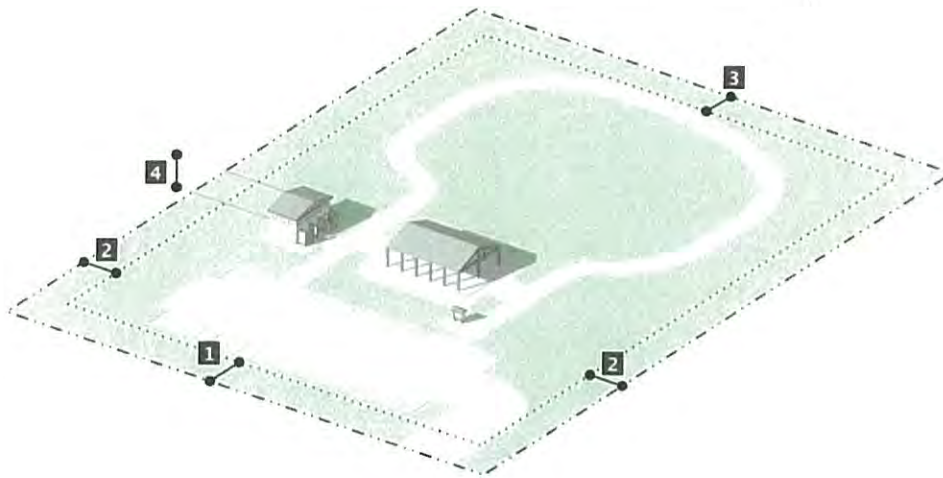
Use Standards

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 26-4: Use Regulations.

Density and Dimensional Standardsⁱⁱⁱ

Standard	All Uses
Density, max. (du/acre)	None
Lot Width, min. (ft)	None
1 Front Yard Setback, min. (ft)	25
2 Side Yard Setback, min. (ft)	20
3 Rear Yard Setback, min. (ft)	20
4 Building Height, max. (ft)	45

ZONING DISTRICTS | SEC. 26-3.2. SPECIAL PURPOSE BASE DISTRICTS



Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.7	Neighborhood Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.8	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.9	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.10	External Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.11	Water Quality
Sec. 26-5.5	Conservation Development	Sec. 26-5.12	Green Development Incentives
Sec. 26-5.6	Design and Form Standards	Article 26-6	Land Development (Subdivision) Standards

ⁱ As discussed on page II-42 of the Code Assessment, this district consolidates the existing PR and TROS districts into a single district with a purpose more closely aligned with the Plan Richland County "Conservation" land use category.

ⁱⁱ This subsection establishes the purpose of the LP District, which incorporates elements of the purposes set forth for the PR and TROS districts in the current LDC.

ⁱⁱⁱ This carries forward the intensity and dimensional standards for the PR and TROS districts in the current LDC.

- We then researched County Councils voting decisions in regard to the Comprehensive Plan and found that County Council adheres to the recommendations of the Comprehensive plan and the planning commission.
- Nowhere in any of this research did I find anything stating that we the people living here have to come with alternative uses for this specialty zoned property, as all uses allowed are clearly identified in the comprehensive plan.
- We ask ourselves, would re-zoning have been considered a necessity if it had not been sold, and was still owned by the original golf club owner? considering all the available properties that are already zoned for development and are in line with the comprehensive plan? After they tried and lost in 2007 and TROS was implemented? Which ironically was argued by the same lawyer who is now fighting for development.
- We have faith in our Planning Commission and County Council members and that they will continue to fight and uphold these Open Spaces for our future generations, to give them room to grow and to give them the opportunity to learn about nature, wildlife and expend their energies on recreational fields and exerting their energies in positive ways, versus finding dangerous things to do as they have no other means to express themselves.
- If the Planning Commission and County Council were to vote pro development and ignore the Comprehensive plan which was put in effect just 4 years ago, it would mean that the Comprehensive Plan, all the time, effort and money invested in it (including a Planning Commission) was wasted! Because then the Comprehensive plan holds no meaning or Value!!

Planning Commission statement 2007, which is truer now than it was then, with development present all around us. Our interpretation is that this zoning was put in effect to PREVENT developers from destroying this open space!

Background /Zoning History

The newly created zone district of Traditional Recreation Open Space District (TROS) has as its purpose the preservation, conservation of recreation and/or open space; to provide opportunities for improved public and/or private recreation activities, and to provide for a community wide network of open space, buffer zones, and recreation spaces.

Conclusion

Richland County Comprehensive Plan 2020 has as an objective to provide and reserve common open space, recreational open space and parks which preserve for posterity our green spaces, reducing stormwater runoff, enhancing air quality and maintaining a quality of life for the citizens of Richland County and those to come. The Richland County Land Development Code adopted July 2005 provides the police power to achieve those objectives. Open space preservation is an important part of land development, recognized by all levels of government, its officials and staff. Richland County has in the past years embarked on many initiatives. The Richland County Conservation Commission, Greenway Plan being consulted by Palmetto Conservation Foundation, Appearance Commission, Greenspace Infrastructure Planning for the region being initiated by the Council of Governments and the Transportation Study Commission which will look at

pedestrian and bicycle linkages throughout the county including parks and open space. Richland County Land Development Code provides for relaxation of requirements with provision of open space. Along with this green space preservation, Richland County has established ordinances to protect trees, require mitigation of trees lost to development, landscape requirements and buffer yard requirements. Establishment of the Traditional Recreation Open Space District (TROS) is an initiative to bring consistency to existing land uses and preserve the recreational open space for the communities for the greater good of the county. The Richland County Comprehensive Plan objective of preservation of open space is to provide a zone district. Each development brought to fruition a recreational project, with wide open spaces, tree protection, storm water runoff protection, and protection of our air quality. **The lands with all their existing land use will be protected and preserved.**

Again, we would like to graciously thank each of you for reading this information packet and hope each of you will consider these facts when making your decision regarding the re-zoning of the Golf Course at Crickentree from its current TROS designation.

Sincerely,

Russ & Iris Ste.Marie



Enriching Lives & Connecting Communities

Independent Contracted Instructors

RCRC Facilities
Policy No. 14015

Revision Date: May 20, 2019
Last Revised Date: December 16, 2013

Policy Statement

Richland County Recreation Commission may enter into contractual agreements with individuals who pass a background check, offer a unique curriculum that meets the programming needs of Richland County citizens, and agree to all contract clauses and stipulations.

- A. Any Instructor looking to operate or do business in Richland County should have a valid Richland County Business License. (Richland County Code Article 1 Section 16-1)
- B. Instructor pay rates will be set according to established levels and pay rates. RCRC shall pay Instructors with an active certification related to the program submitted seventy percent (70%) of gross revenue minus applicable expenses from participation fees for class(s) taught by Instructor or its employees. Any Instructor without an active certification in the program submitted shall receive sixty-five percent (65%) of gross revenue minus applicable expenses from participation fees for class(s) taught by Instructor or its employees.
- C. Hired contractors will be held partially accountable for soliciting students. This will benefit contractors because if the class does not reach the minimum enrollment number (Five), RCRC is not fiscally responsible to hold the class/program. The decision to hold the class with fewer than the set minimum number of students will be made by the agency.
- D. All program proposals will be reviewed internally for any risk. Any proposed program that may expose participants to heightened risk will be reviewed with the Risk Manager to determine if RCRC is willing to host the program. Certificate of Insurance or General Liability Policy with limits of \$1,000,000.00 per occurrence for death, bodily injury, and property damage may be required for some proposed classes with Richland County Recreation Commission listed as additional insured. RCRC's Risk Manager has the final say in determining if an activity or program requires liability insurance.
- E. No contractor will receive benefits such as medical insurance, worker's compensation etc. as they are not recognized as RCRC employees; they are recognized as independent contractors and are not granted these benefits as part of their contract.
- F. RCRC will facilitate program registration, payments and refunds.

PROCEDURE

When RCRC is approached or solicits program/class ideas, the proposed instructor completes the Instructor Packet. The Program/Facility Manager or designee interviews the applicant. Three positive reference checks are required for the applicant to be acceptable

See Instructor Packet (Appendix: Instructor Packet)

With recommendations from those involved the District Supervisor will make the final decision if the instructor and program presented will be accepted and approved.

Once approved by the District Supervisor the instructor completes the contract, W9 form, and background check documents. All Instructors must pass a National Background Check which must be paid for in advance by the instructor. The instructor must not be allowed to work until cleared.

After background clearance and the contract is completed the Program/Facility Manager will coordinate the operations and scheduling of the program/class.

Background Check and Contract (Appendix: Background Check and Contract)

RCRC evaluates its programs/classes on a regular basis for feedback on the program content as well as how well the Instructors are performing. This information is used to evaluate the Instructor, and the program on an annual basis. If the Instructor receives an overall below satisfactory rating, their contract may not be renewed.

ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE _____
(Date Approved)

APPROVED: _____
Cynthia Shepard, Chair

(For more information about this policy, contact the Executive Department.)

RICHLAND COUNTY RECREATION COMMISSION

INSTRUCTOR AGREEMENT

THIS INSTRUCTOR AGREEMENT (hereinafter "Agreement") is made and entered into effective as of this ____ day of _____, 20__, by and between **RICHLAND COUNTY RECREATION COMMISSION** ("RCRC" or the "Commission") a South Carolina special purpose district, and _____ (hereinafter the "Contractor") (collectively "Parties").

Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

RECITAL

The Commission desires to enlist the services of Contractor as a _____; and Contractor desires to accept such assignment on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations, and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. Responsibilities.

- a. General. The Commission hereby agrees to employ Contractor, and Contractor hereby agrees to accept employment with the Commission, on the terms and conditions hereinafter set forth.
- b. Commission's Duties. The Commission shall allow Contractor to, and Contractor shall, perform responsibilities normally incident to his position as _____ for the Commission, commensurate with his background, education, experience, and professional standing. RCRC shall not direct the work of the Contractor or determine the methods or manner of instruction, other than to set guidelines for appropriate use of RCRC's facilities and to determine the nature and type of programs to be introduced.
- c. Contractor's Duties. Contractor shall devote his full productive time, attention, energy, and skill to the business of the Commission during the employment term set forth below. Contractor shall report directly to the Commission's _____. Contractor is accountable for providing satisfactory service under this agreement. Contractor agrees to replace any employee who is rejected by RCRC with another contracted employee, subject to approval by RCRC, within fifteen (15) days. RCRC shall have no obligation to make payments under this Agreement and may terminate the Agreement with cause after fifteen (15) days if no replacement is made.
- d. RCRC shall not direct the work of Contractor or determine the methods or manner of instruction other than to set guidelines for appropriate use of RCRC's facilities and to determine the nature and type of course(s) to be taught.

- e. The parties anticipate that the course(s) will be taught at RCRC's location(s) set forth below, however, the location of the course may be altered by RCRC upon four (4) days prior written notice to Contractor. The parties further anticipate that the scheduled days and times of the course will be set forth below, however, the scheduled days and/or times of the course may be altered by RCRC upon four (4) days prior written notice to the Contractor.

SCHEDULE

<u>Class</u>	<u>Site</u>	<u>Day Of Week</u>	<u>Time</u>

2. Independent Contractor Relationship.

- a. Contractor shall provide his/her services under his/her own authority and direction. Contractor shall conduct all its business in its own name, including but not limited to all engagements with the Commission, and in such a manner as it may see fit, pay all its own expenses including, without limitation, all taxes (federal, state, and local taxes) properly and lawfully associated with doing business as an independent contractor and withholdings for Contractor and its employees, if any. Contractor specifically agrees that s/he will not receive any fringe benefits.
- b. Contractor is not an employee of the Commission for any purpose whatsoever, but is an independent contractor with limited authority. Contractor shall have sole control of the manner and means of performing under this Agreement and shall be solely responsible for the acts of its employees and agents, if any. Nothing in this Agreement shall be construed to constitute Contractor as a partner, joint venture, employee or general agent of the Commission, nor shall either party have any authority to bind the other in any respect.
- c. Contractor shall abide by the Commission's terms and conditions, including but not limited to RCRC's policy on national background checks and agrees to pay any fee associated with conducting the background check, pertaining to the use of Commission's facilities, and safety precautions, as RCRC deems necessary for each and every engagement.
- d. Contractor shall indemnify the Commission and hold it harmless from and against all liabilities, losses, costs, expenses, and damages, including court costs and reasonable attorneys' fees, incurred by the Commission as a result of Contractor's breach of any of its obligations, representations, or warranties contained in this Agreement.

3. Business License

- a. Any time a person or business is (1) physically located in or (2) conducts business in the unincorporated areas of Richland County, i.e., outside a city limits, regardless of where the business is located, an annual business license is required. (Richland County Code Article 1 Section 16-1)

- b. All contractors are required to possess a valid Richland County business license in order to provide services to the Commission.
- c. For questions and information regarding business licenses please contact the Richland County Business Services Department:

Address: 2020 Hampton St, Columbia, SC 29201

Phone: (803) 929-6000

Email: ombudsman@richlandcountysc.gov

4. Insurance

- a. RCRC requires all Contractors offering any activity or program which requires physical involvement with the risk of liabilities due to injury, to provide commercial general liability insurance which shall not be less than \$1,000,000 per occurrence with Richland County Recreation Commission listed as additional insured. The cost for this coverage is the sole responsibility of the Contractor.
- b. Contractor acknowledges and agrees that RCRC bears no responsibility for providing any liability insurance, Workers' Compensation Insurance or Unemployment Insurance for Contractor or its employees, if any.
- c. RCRC's Risk Manager has the final say in determining if an activity or program requires liability insurance.
- d. Contractor's Agreement with the Commission is as an instructor of a specific class or program. It does not in any way provide insurance coverage for Contractor. Therefore, if a liability claim occurs against Contractor, the County, and/or the Commission, Contractor will be responsible for any and all costs associated with defending any claim brought against the Contractor.
- e. RCRC bears no responsibility for providing liability insurance, Workers' Compensation Insurance or Unemployment Insurance for Contractor.

5. Term. This Agreement shall commence as of _____, 20__ and shall continue for a period of ____ **one (1) year** ____ **six (6) months**, unless sooner terminated under the terms of this Agreement.

6. Compensation. Contractor shall be compensated as follows:

- a. RCRC shall pay Contractors with an active certification related to the program submitted seventy percent (70%) of gross revenue minus applicable expenses from participation fees for class(s) taught by Contractor or its employees. Any Contractor without an active certification in the program submitted shall receive sixty-five percent (65%) of gross revenue

minus applicable expenses from participation fees for class(s) taught by Contractor or its employees.

- b. Payments under this agreement will be made to Contractors monthly upon completion of their classes or sessions. Only monies received from registered and paid participants in Contractor's program will be paid to Contractor. RCRC shall have no other obligation to pay Contractor unless agreed upon in writing by RCRC in a separate agreement.
- c. Contractor agrees that RCRC employees, Board Members and their immediate families may participate in Recreation Commission sponsored activities and classes at no charge except for materials. Participation is based on space availability. (HR Manual Privileges and Discount Policy: No. 165).
- d. Contractors must have five registered and paid participants before the starting date of the class in order for compensation to be paid under this Agreement.
- e. Participant fees will not be changed after agreed upon by this document without approval from RCRC.
- f. Fees must be the same for all participants except discounts for multiple children, or if specified below.
- g. Contractor agrees that RCRC employees, Board Members and their immediate families may participate in Recreation Commission sponsored activities and classes at no charge except for materials. Participation is based on space availability. (HR Manual Privileges and Discount Policy: No. 165).

7. Commission Property and Facilities.

- a. Commission's Property. It is hereby stipulated and agreed that the Commission's Property shall remain the Commission's sole property.
- b. Lost or Damaged Property. Contractor specifically acknowledges and agrees that s/he is responsible for any property of RCRC in Contractor's care or the care of Contractor's employees. Contractor specifically authorizes RCRC to withhold any payments to Contractor in order to offset the cost of replacing or repairing RCRC's property that is damaged or lost due to the negligence of Contractor or Contractor's employees or agents.

8. Termination.

- a. General. Either party may terminate this Agreement without cause at any time by giving the other party fourteen (14) days' prior written notice. Upon termination with or without cause, Contractor shall be entitled to maintain his pro rata portion of any payments earned during his employment hereunder.
- b. Termination for Cause. The Commission may immediately terminate this Agreement at any time for cause. Termination for cause shall be effective from the receipt of written notice thereof to Contractor specifying the grounds for termination and all relevant facts. Cause shall be deemed to include: (i) neglect of his/her duties or a violation of any of the provisions of this Agreement, which continues after written notice and a reasonable

opportunity (not to exceed fourteen (14) days) in which to cure; (ii) fraud, embezzlement, defalcation, or conviction of any felonious offense; or (iii) any act that materially breaches the Agreement as determined by the Commission. The Commission's exercise of its rights to terminate with cause shall be without prejudice; to any other remedy it may be entitled at law, in equity, or under this Agreement.

- c. Termination Upon Death or Disability. This Agreement shall automatically terminate upon Contractor's death. In addition, if any disability or incapacity of Contractor to perform his duties as the result of any injury, sickness, or physical, mental, or emotional condition continues for a period of one hundred twenty days (120) out of any one hundred eighty (180) consecutive days, the Commission may terminate Contractor's Agreement upon written notice.

9. Miscellaneous.

- a. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matters herein, and supersedes and replaces any prior agreements and understandings, whether oral or written between them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of both parties.
- b. Title and Subtitles. The titles of the sections and subsections of this Agreement and any exhibits are for the convenience of reference only and are not to be considered in construing this Agreement.
- c. No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.
- d. Personal Services. It is understood that the services to be performed by Contractor hereunder are personal in nature and the obligations to perform such services and the conditions and covenants of this Agreement cannot be assigned by Contractor. Subject to the foregoing, and except as otherwise provided herein, this Agreement shall inure to the benefit of and bind the successors and assigns of the Commission.
- e. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or inoperative, the validity and effect of the other provisions hereof shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.
- f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, applicable to contracts between South Carolina residents, entered into and to be performed entirely within the State of South Carolina.
- g. Notices. All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or if given by prepaid telegram, or

mailed first-class, postage prepaid, registered, or certified mail, return receipt requested, shall be deemed to have been given seventy-two(72) hours after such delivery, if addressed to the other party at the addresses as set forth on the signature page below. Either party hereto may change the address to which such communications are to be directed by giving written notice to the other party hereto of such change in the manner above provided.

- h. Merger, Transfer of Assets, or Dissolution of the Commission. This Agreement shall not be terminated by any dissolution of the Commission resulting from either merger or consolidation in which the Commission is not the consolidated or surviving Commission or a transfer of all or substantially all of the assets of the Commission. In such event, the rights, benefits and obligations herein shall automatically be assigned to the surviving or resulting Commission or to the transferee of the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RICHLAND COUNTY RECREATION COMMISSION

CONTRACTOR

By: _____
Director of Parks

By: _____
Instructor

Dated: _____, 20____

Dated: _____, 20____

Witness: _____
District Supervisor

Witness: _____
Facility Manager

Dated: _____, 20____

Dated: _____, 20____



Enriching Lives & Connecting Communities

Summer Day Camps

Policy Statement

The Richland County Recreation Commission traditionally offers quality and affordable Summer Day Camps at a number of sites in Richland County. Unique and adventurous experiences are planned throughout the summer for youth ages 5-12, are invited to enjoy games, crafts, special guests, field trips and many more.

PARTICIPATION & REGISTRATION:

Those interested in attending must register at the site they wish to attend by completing the necessary forms and paying the registration fee. For the safety of each child, the registration form must be fully completed, signed and on file before any child can attend the Program. To insure placement, parents pay a weekly fee for each week they wish to attend. Those fees will be applied to the Camp's weekly fee. Registration continues as long as space is available.

FINANCIAL ASSISTANCE:

Summer Day Camp Programs are DSS and ABC accredited and accept ABC vouchers as payment. Parents are encouraged to call the South Carolina Department of Social Services for requirements. Richland County Recreation Commission works with other agencies to provide financial support for Day Camp Programs with RCRC. The Richland County Recreation Foundation will also provide scholarships based on financial needs.

THE STAFF: Trained, caring counselors 'closely supervise' the children each day and encourage good character and confidence while enhancing social skills through participation in fun, educational, and interactive activities. Each staff member has undergone hours of training in preparation for this summer as well as numerous background checks - personal references, former employment, national background check which includes the sex offender's registry - as well as completing Drug, TB testing and Physical. Teachers, school staff, college students, returning counselors, and after school counselors make up the majority of employees, which helps to ensure quality experienced staff.

DAY CAMPS ARE INCLUSIVE:

The Summer Camp Staff will make reasonable accommodation for children with all abilities.

ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE:

(Date Approved)

APPROVED: _____
Cynthia Shepard



Enriching Lives & Connecting Communities

Free Summer Day Camp Programs

Policy Statement

The Richland County Recreation Commission (RCRC) understands the need for summer activities for all of our youth and is committed to offering a quality free Summer Program in selected areas of the County. Youth ages of 5-12, are invited to enjoy games, crafts, special guests and much more during these weeks of camp.

THE FREE SUMMER DAY CAMP PROGRAM:

Well-trained and caring staff work to ensure that all campers have a safe, clean, and positive environment in which participants can socialize with friends, enjoy indoor and outdoor games, explore their creativity with arts, crafts, dance, and music, and have a wonderful and memorable experience.

PARTICIPATION & REGISTRATION:

Those interested in attending can register at the site they wish to attend by completing the necessary forms and paying the registration fee. For the safety of each child, the registration form must be fully completed, signed and on file before any child can attend the Program.

THE STAFF:

Trained, caring counselors 'closely supervise' the children each day and encourage good character and confidence while enhancing social skills through participation in fun, educational, and interactive activities. Each staff member has undergone hours of training in preparation for the summer as well as numerous background checks - personal references, former employment, national background checks to include the sex offender's registry - as well as completing Drug, TB testing and Physicals. Teachers, school staff, college students and returning counselors make up the majority of employees, to help ensure trained experienced staff.

PROGRAMS ARE INCLUSIVE:

The Summer Camp Staff will make reasonable accommodations for children of all abilities.

ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE: _____
(Date Approved)

APPROVED _____
Cynthia Shepard