

BOARD OF COMMISSIONERS

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



Richland County Recreation Commission Regular Board Meeting Agenda November 18, 2019 6:00PM

ADMINISTRATIVE OFFICE

Lakita Watson, Executive Director

7473 Parklane Road

Columbia, SC 29223

Phone: (803) 741-7272 (RCRC)

Fax: (803) 741-2028

Email: info@rcrc.state.sc.us
richlandcountyrecreation.com

1. Call to Order:

Chair Cotten is scheduled to call the meeting to order.

2. Adoption of Agenda: (Action)

3. Minutes: (Attachment) (Action)

Chair Cotten will request the Board to approve minutes from the October 21, 2019 Regular 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: (Attachment)

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

6. New Business:

None

7. Other Business:

- Executive Director Report – Ms. Lakita Watson
- Policy No. 14035 Hours of Operation for deletion (**Action**)
- Policy No. 9040 Postage for deletion (**Action**)
- Request for Waiver of Facility Fees (**Action**)

8. Executive Session

- Legal Updates
- Personnel Matters:
 - Executive Director Evaluation
 - Compensation Study
 - Administrative Personnel Matter
 - RCRC Foundation
- Contractual Matters:
 - Administrative Contract
 - Capital Improvement Plan 2020

9. Adjournment



***Equal Opportunity Statement:** The Richland County Recreation Commission is dedicated to the concept of equal opportunity. The Commission will not discriminate on the basis of race, color, religion, sex, age, disability, national origin or marital status in its employment practices or in the participation policies for its facilities.*

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**Richland County Recreation Commission
Regular Board Meeting Minutes
October 21, 2019
6:00PM**

Commissioners in Attendance:

Lisa Cotten
Robert Lapin
Donzetta Lindsay
Thomas Clark
Stephen Venugopal

Others in Attendance:

Bob Coble, Parliamentarian
Joseph Dickey, Attorney

1. Call to Order:

Commissioner Cotten called the meeting to order at 6:03p.m.

2. Adoption of Agenda:

Motion to adopt the agenda made by Commissioner Clark and second by Commissioner Lindsay. Motion approved unanimously by all members present; Clark, Lapin, Lindsay, Venugopal, and Cotten.

3. Minutes:

Motion to approve minutes from September 9, 2019, Special Call Board Meeting made by Commissioner Venugopal and second by Commissioner Clark.

Motion approved unanimously by all members present; Clark, Lapin, Lindsay, Venugopal, and Cotten.

4. Public Input:

Audra Green-Castor – Line Dance Instructor, request permission to offer free line dance class at Garners Ferry Adult Activity Center.

Gloria Brown – Request New Castle Community Center as an after-school homework center and repair of exercise equipment at Parklane AAC.

D’Andrea Outten-Brown – Concerns regarding safety and security at Clyburn Technology Center.

Melvina Pierce – Citizen in support of free line dance class.

Judy Counts – Request status of Quilting Class at Parklane AAC.

5. Financial Report:

Brandy James, Chief Financial Officer, presented financial reports included in the handout and answered questions.

Commissioner Lapin requested a breakdown of man hours to do a baseball, football or soccer field for a weekend.

6. New Business:

None

7. Other Business:

Executive Director Report:

- Presented Asbestos Survey Report by Alpha-Omega Environment, Inc. for the Denny Terrace Facility and recommendation to move RCRC Adaptive Recreation employees to another facility for day to day operations, possibly the Ridgewood Community Center. Ms. Watson advised that the move

would take place in January or February and concerns with the Sheriff Department's sublease will have to be addressed.

- Olympia Park Stream Restoration Proposal signed.

Motion to go into Executive Session to receive legal updates and discuss personnel and contractual matters made by Commissioner Lindsay, second by Commissioner Clark. The motion was approved unanimously by all members present; Cotten, Venugopal, Clark, Lapin, and Lindsay.

Entered Executive Session at 6:39p.m.

8. Executive Session:

Executive Session ended at 8:15p.m.

Commissioner Venugopal left at approximately 7:50p.m.

Chair Cotten stated that no votes were taken in Executive Session.

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

10. Adjournment

Meeting adjourned at 8:16 p.m.

Lisa Cotten, Chair

Minutes approved on this _____ day of _____ 2019.

Richland County Recreation Commission- Governmental Fund
Statement of Revenues and Expenditures
For The Four Months Ended October 31,

000 - Administrative

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$868,646.35	\$17,167,559.00	\$16,298,912.65	\$659,757.11
Total Administrative Revenue	<u>868,646.35</u>	<u>17,167,559.00</u>	<u>16,298,912.65</u>	<u>659,757.11</u>
Total Revenue	<u>868,646.35</u>	<u>17,167,559.00</u>	<u>16,298,912.65</u>	<u>659,757.11</u>
Expenditures				
Salaries	347,408.56	1,106,841.73	759,433.17	428,949.04
Pension, benefits and taxes	177,881.62	1,583,345.97	1,405,464.35	815,651.23
Operating expenses	45,596.63	398,887.00	353,290.37	39,927.19
Personnel Expenses	15,351.35	108,699.00	93,347.65	10,500.62
Training and development	47,672.04	103,000.00	55,327.96	25,348.70
Supplies expense	12,450.19	25,700.00	13,249.81	5,157.48
Professional Services	66,397.39	389,000.00	322,602.61	22,742.50
Information technology	36,113.46	39,935.00	3,821.54	42,988.31
Miscellaneous expenses	0.00	0.00	0.00	2,360.00
Nonoperational expenses	0.00	0.00	0.00	18,390.44
Total Expenditures	<u>748,871.24</u>	<u>3,755,408.70</u>	<u>3,006,537.46</u>	<u>1,412,015.51</u>
Net Revenue	<u>\$119,775.11</u>	<u>\$13,412,150.30</u>	<u>(\$13,292,375.19)</u>	<u>(\$752,258.40)</u>

Richland County Recreation Commission- Governmental Fund

Statement of Revenues and Expenditures

For The Four Months Ended October 31,

001 - Community Relations

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$0.00	\$16,500.00	\$16,500.00	\$0.00
Program Revenue	4,588.00	43,600.00	39,012.00	3,415.00
Total Revenue	<u>4,588.00</u>	<u>60,100.00</u>	<u>55,512.00</u>	<u>3,415.00</u>
Expenditures				
Salaries	257,659.78	782,469.21	524,809.43	0.00
Pension, benefits and taxes	98,823.14	303,668.48	204,845.34	0.00
Operating expenses	0.00	2,250.00	2,250.00	0.00
Professional Services	22,779.28	10,000.00	(12,779.28)	0.00
Information technology	35,517.26	163,930.00	128,412.74	6,327.65
Marketing expenses	31,972.56	73,776.00	41,803.44	14,114.14
Program expenses	45,610.21	88,955.00	43,344.79	6,846.42
Total Expenditures	<u>492,362.23</u>	<u>1,425,048.69</u>	<u>932,686.46</u>	<u>27,288.21</u>
Net Revenue	<u>(487,774.23)</u>	<u>(1,364,948.69)</u>	<u>877,174.46</u>	<u>(23,873.21)</u>

Richland County Recreation Commission- Governmental Fund

Statement of Revenues and Expenditures

For The Four Months Ended October 31,

002 - Facility Operations

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$167,552.34	\$2,500.00	(\$165,052.34)	\$45,296.79
Program Revenue	509,789.76	1,902,143.99	1,392,354.23	586,549.12
Total Revenue	<u>677,342.10</u>	<u>1,904,643.99</u>	<u>1,227,301.89</u>	<u>631,845.91</u>
Expenditures				
Salaries	1,586,316.29	3,842,171.61	2,255,855.32	1,230,309.26
Pension, benefits and taxes	466,892.03	1,400,373.57	933,481.54	0.00
Operating expenses	2,560.40	44,000.00	41,439.60	14,871.21
Professional Services	3,792.52	25,000.00	21,207.48	0.00
Program expenses	221,960.26	520,019.00	298,058.74	21,454.23
Miscellaneous expenses	100.00	0.00	(100.00)	0.00
Nonoperational expenses	0.00	0.00	0.00	122,123.88
Total Expenditures	<u>2,281,621.50</u>	<u>5,831,564.18</u>	<u>3,549,942.68</u>	<u>1,388,758.58</u>
Net Revenue	<u>(\$1,604,279.40)</u>	<u>(\$3,926,920.19)</u>	<u>\$2,322,640.79</u>	<u>(\$756,912.67)</u>

Richland County Recreation Commission- Governmental Fund
Statement of Revenues and Expenditures
For The Four Months Ended October 31,

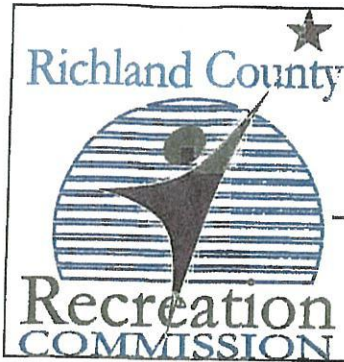
003 - Property Management

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Expenditures				
Salaries	744,026.78	2,313,101.00	1,569,074.22	755,746.52
Pension, benefits and taxes	301,971.70	926,129.26	624,157.56	0.00
Operating expenses	483,555.16	1,388,701.17	905,146.01	433,946.50
Supplies expense	93,303.40	515,277.00	421,973.60	102,213.95
Professional Services	63,200.16	140,400.00	77,199.84	0.00
Fleet expenses	59,922.58	462,331.00	402,408.42	69,584.63
Repairs and maintenance expense	96,834.42	126,000.00	29,165.58	50,468.76
Safety and security expense	12,887.20	58,200.00	45,312.80	9,320.49
Capital outlay expense	30,190.00	341,548.00	311,358.00	138,120.89
Capital improvement expense	99,637.00	1,848,594.00	1,748,957.00	22,645.43
Total Expenditures	<u>1,985,528.40</u>	<u>8,120,281.43</u>	<u>6,134,753.03</u>	<u>1,582,047.17</u>
Net Revenue	<u>(\$1,985,528.40)</u>	<u>(\$8,120,281.43)</u>	<u>\$6,134,753.03</u>	<u>(\$1,582,047.17)</u>

Richland County Recreation Commission- Enterprise Fund
Statement of Revenues and Expenditures
For the Four Months Ended October 31,

004 - Linrick

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$1,303.50	\$0.00	(\$1,303.50)	\$0.00
Enterprise Revenue	<u>241,216.83</u>	<u>866,403.24</u>	<u>625,186.41</u>	<u>293,451.16</u>
Total Revenue	<u>242,520.33</u>	<u>866,403.24</u>	<u>623,882.91</u>	<u>293,451.16</u>
Expenditures				
Salaries	117,485.60	354,357.86	236,872.26	108,409.22
Pension, benefits and taxes	29,878.01	176,549.95	146,671.94	24,281.06
Operating expenses	21,641.01	109,287.23	87,646.22	21,838.24
Golf operating expenses	35,674.30	118,245.00	82,570.70	37,670.48
Personnel Expenses	72.00	0.00	(72.00)	0.00
Training and development	0.00	1,000.00	1,000.00	112.00
Supplies expense	12,507.93	41,080.00	28,572.07	22,593.00
Professional Services	0.00	2,060.00	2,060.00	0.00
Information technology	443.33	8,343.20	7,899.87	150.37
Fleet expenses	6,678.05	22,980.00	16,301.95	1,720.27
Repairs and maintenance expense	1,204.82	12,500.00	11,295.18	373.77
Safety and security expense	0.00	0.00	0.00	157.97
Capital outlay expense	2,554.42	20,000.00	17,445.58	0.00
Capital improvement expense	0.00	0.00	0.00	7,713.81
Miscellaneous expenses	(43.89)	0.00	43.89	(585.86)
Nonoperational expenses	0.00	0.00	0.00	11,117.60
Total Expenditures	<u>228,095.58</u>	<u>866,403.24</u>	<u>638,307.66</u>	<u>235,551.93</u>
Net Revenue	<u>\$14,424.75</u>	<u>\$0.00</u>	<u>\$14,424.75</u>	<u>\$57,899.23</u>



Enriching Lives & Connecting Communities

Hours of Operation

RCRC Facilities
Policy No. 14035

Revision Date: December 16, 2013

Policy Statement

The Richland County Recreation Commission sets out hours of operation for all RCRC Facilities.

Guidance:

1. Regular Operating Hours:

Recreation Centers:

Monday through Friday

2:00 p.m. – 9:00 p.m.

Saturday

9:00 a.m. – 8:00 p.m.

Sunday

1:00 p.m. – 6:00 p.m.

Community Centers:

Monday through Friday

8:30 a.m. – 5:00 p.m.

Saturday and Sunday

Open for rentals only

Adult Activity Centers:

Monday through Thursday

8:00 a.m. – 8:00 p.m.

Friday

8:00 a.m. – 7:00 p.m.

Saturday and Sunday

Open for rentals only

Technology Centers:

Monday through Thursday

9:00 a.m. – 8:00 p.m.

Friday

9:00 a.m. – 5:00 p.m.

Saturday and Sunday

Closed

2. Richland County Recreation Commission programs take precedent during operating hours. Therefore, some facility areas may not be available for use.
3. See also RCRC Human Resources Policy No. 105 – Holidays for a complete list of holiday closing dates.



Enriching Lives & Connecting Communities

Postage

Administration
Policy No. 9040

Revision Date: December 16, 2013

Policy Statement

Richland County Recreation Commission maintains a U.S. postage machine located in the main office. All mailings should be mailed from the main office using metered postage. Stamps will be available in emergency situations such as when the postage machine is not operable

Guidance:

1. The Receptionist, and Executive Assistants are authorized to use the postage machine.
2. Employees will not be allowed to purchase postage from the postage machine for personal use. All postage on the meter must be business postage.
3. The postage machine will remain locked when not in use.
4. The Receptionist will be responsible for monitoring the postage on the meter and requesting a check for the purchase of additional postage and/or replenishing the postage machine electronically. At no time should the postage meter be allowed to run below \$10.00.
5. A small supply of postage stamps will be kept on hand for emergency use. These stamps can be requested from the Receptionist.

ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE: December 16, 2013

(Date Approved)

APPROVED: J. Marie Green
J. Marie Green, Chair

For more information about this policy, contact the Executive Department

ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE: December 16, 2013
(Date Approved)

APPROVED: J. Marie Green
J. Marie Green, Chair

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



Enriching Lives &
Connecting Communities

RECEIVED
OCT 21 2019

BY:

Richland County Recreation Commission

Request for Waiver of Facility Fees

This form must be completed and submitted to the Richland County Recreation Commission Executive Director for requesting waiver of facility use fees. Form should be submitted 45 days in advance of proposed event.

Check one:

- ☐ Local Public School District
- ☐ Local Government
- ☐ Home Owner's Association (Defined pursuant to S.C. Code 12-43-230)
- ☒ Neighborhood Association (Recognized by the Richland County Neighborhood Council)
- ☐ Other (specify) _____

ORGANIZATION NAME: Piney Grove Piney Woods Community Alliance

501 c 3 Organization – Yes ☒ No ☐

CONTACT INFORMATION:

Contact Person: Judy Smith-Irvin

Phone: 803 798-2995 Alternate Phone (Cell): 803-237-7038

Address 4728 Faulkland Rd. Columbia SC 29210

Reason (justification) for waiver of fee request (or attach statement):

Member of Piney Grove Piney Woods Community Alliance
this is a community event which is well received
by Richland County Communities. This event has taken
place for seven years and has proven to be successful
in every way.

Enriching Lives &
Connecting Communities

Proposed Event Information

Date: (45 day-advance notice to RCRC requested): _____

Location: Adult Activity Center

Time: 5:00 pm

Number of Attendees: 199

Detailed description of event (or attach statement):

(Approval preference given to those events that have a direct positive impact on the community served by the park and those events that directly impact community youth and adult recreation):

This prom is well received by Seniors ages from 55 to 100+. The Citizen Get-together forward yearly to coming out to a total relaxing and enjoyable evening. It is held in a clean and safe environment. The food, gift cards and other items are donated to ensure that the prom is a successful event each year.

Note: Events must not be for individual profit or gain. RCRC reserves the right to require a uniformed law enforcement officer be present at organizer's cost.

For office use only

Executive Director or Designee Signature: _____

Jaketa Watson

Date: 10/21/19

☒ Approved

☐ Disapproved

For office use only (for waivers requiring Board Approval)

Board Meeting Date: _____

☐ Approved

☐ Disapproved

**RICHLAND COUNTY RECREATION COMMISSION
FACILITY USE AGREEMENT**

This Use "Agreement", made by and between Richland County Recreation Commission ("RCRC"), and Judy Smith-Irvin ("USER").

FINDINGS

WHEREAS, USER has made inquiry of RCRC regarding the use and rental of facilities at Parklane Adult Activity Center (the "Facilities").

WHEREAS, RCRC intends to permit USER to use and rent the Facilities under the terms of this Agreement.

WITNESSETH

In consideration of the forgoing recitals and on consideration of the mutual covenants, conditions, stipulations and agreements herein contained, the receipt and sufficiency of which is acknowledged by the parties it is agreed follows:

1. RCRC does hereby agree and permit User to use the Facilities during the period (the "Use Period") set below and further described on Exhibit A, a copy of which is attached hereto.

This Agreement shall commence as of Oct. 3, 2020 and shall continue for a period of 1 Days, 0 Weeks, 0 Months, unless sooner terminated under the terms of this Agreement. Specific dates, times, and locations have been set forth on the attached Exhibit A

2. A. RCRC shall charge USER according to facility use and rental fees as outlined in Exhibit A, a copy of which is attached hereto. Reasonable access for use of the Facilities prior to the allotted time shall be permitted, as necessary, to setup and take down any materials associated with the Use Period. In the discretion of RCRC staff, additional hourly fees may be applied for unreasonable usage (as determined in the sole discretion of RCRC) outside of the Use Period; and (b) fees and additional charges shall be paid for access to facility as described in Exhibit "A", a copy of which is attached hereto or advised by RCRC staff.

B. To reserve the Facilities, a minimum deposit or payment in full shall be paid by the USER to RCRC upon the execution of this Agreement, but in no event less than 24 hours in advance of the Use Period. Any additional fees, charges, and expenses including excess hourly charges and all shall be paid to RCRC immediately upon the end of the Use Period unless alternative arrangements have been made between RCRC and the USER.

3. During the Use Period, sufficient staffing, shall be provided by RCRC. In the event sufficient staffing cannot be arranged, RCRC reserves the right to cancel this Agreement. In the event of such cancellation, all fees shall be reimbursed to USER.
4. Absent separate arrangement made in writing, RCRC is not responsible to provide any special equipment for use of Facilities. Further, any special equipment or personnel must be requested by User in writing and approved not less than 24 hours in advance of Use Period.
5. The USER is responsible for all attendees and guests at the Facilities during the Use Period. User shall ensure that (i) the Facilities are is not misused or abused, (ii) that there is proper supervision at all times, (iii) Facilities are used in conformity with all policies and regulations of RCRC, and (iv) all other terms of this Agreement are adhered to and followed. Failure to comply with this Section 6 may result in the forfeiture of all fees paid hereunder and other damages accruing to RCRC.
6. The USER understands and agrees that (i) this Agreement does not establish an employer-employee relationship between USER and RCRC, and (ii) the event is neither a conducted event nor a sponsored event of RCRC. In addition, it is understood and acknowledged by USER that RCRC will not exercise any physical or other control over the operation of the event, other than the limited oversight responsibilities described in this Agreement.
7. The USER shall abide by RCRC's terms and conditions, including but not limited to RCRC (a) requirement for background checks, (b) any policy and procedures posted or available at Facilities pertaining to the use of RCRC's facilities, and (c) announced or posted safety precautions. Should a background check be required in the sole discretion of RCRC, USER agrees to pay any fee associated with conducting the background check.
8. The USER understands that no promises are made otherwise than what is contained in this Agreement, that no warranties have been made that the Facilities will be adequate for planned use, and that User accepts the Facilities in an "AS IS, WHERE-IS" condition.
9. The USER has inspected the facility to be used and has independently determined suitable and safe for their particular purpose. USER shall use the facility exclusively for the purpose set forth herein. The USER further agrees that at any time during the term RCRC or its agents may enter the facility for the purpose of examining the condition thereof, or the activities conducted at facility.
10. The USER shall keep and maintain Facilities and surrounding premises in good repair and condition. At the expiration of the term, USER shall remove its goods and effects and peaceable return the premises to RCRC in an as good or better condition as when delivered to USER, excepting (a) ordinary wear and tear, (b) damage by the elements, and (c) acts of the public enemy or casualty. All notices to quit or vacate are expressly waived, any law, usage or custom to the contrary notwithstanding.

11. USER will not make or permit to be made any alterations or additions to the Facilities, not assign, mortgage, or pledge this use Agreement, not sublet the whole or any part of the Facilities without RCRC's express written consent; any such consent shall apply solely to the USER and the particular transaction consented to and shall not constitute a waiver by RCRC of the provisions of this Agreement.
12. Advertisement. USER shall not install any advertisements or signs on any part of the premises without RCRC's written consent, which will not be unreasonably withheld.
13. Facilities. The fields and recreational facilities located on or to be placed on the Facilities shall be under the control of USER during the lease term of this Agreement, as stated in Section 1 above. USER understands and agrees that RCRC may lease the Facilities for other events with prior, written notification and written approval from USER. USER will not unreasonably withhold approval. USER will not undertake any construction or alterations to the Facilities without obtaining prior written, conditioned approval of RCRC.
14. Authorization for Food Concessions. USER is herein authorized to utilize the concessions and kitchen facilities for the sole benefit of the teams, their families, and friends during Use Period. No solicitation or sale to other individuals or groups not otherwise associated with USER shall be permitted. Such food concessions shall otherwise comply with any and all applicable ordinances related to food safety or otherwise. USER is required (i) compliance with DHEC regulation 61-25, regarding food/drink sales. If not properly permitted by DHEC, User will be assessed a fine as determined by RCRC and privileges for concession stand use shall be revoked; (ii) Fire Marshal requirements to include fire extinguisher and suppression inspections. RCRC accepts no responsibility of the USER for non-compliance with Fire Marshal or DHEC regulations. Any proceeds from such food concessions shall be used solely for the USER (a)operations (b)maintenance and upkeep of the leased Facilities (c)improvements thereto, or for capital improvements to benefit USER. RCRC shall have full access including keys to all concession and storage areas. RCRC reserves the right to remove, and reinstall locks as needed. Financial reports shall be turned in at the end of each season.
15. Utilities. RCRC shall be responsible for the payment and maintenance of utilities used by the Facilities. USER shall be responsible for managing the lighting system properly; (i) turn off lights after use at night, to include automatic lighting. (ii) At the discretion of RCRC a fee shall be assessed for excess use of lighting outside of the Use Period
16. Safety and Security. User understands and agrees that RCRC is not responsible for the safety and security of any items associated with USER events nor will RCRC be responsible for any damage(s) to any items or materials used in connection with USER events. RCRC in its sole discretion reserves the right to require security for the use of the Facilities, USER agrees to pay any fee associated with acquiring such security as described in Exhibit "B" attached hereto.

17. No smoking permitted on or around the Facilities. Alcoholic beverage service and consumption shall be limited as described in Exhibit "B". Violations of this provision by User or their guests may, in the discretion of RCRC staff, result in the immediate termination of the event and the forfeiture of any paid hereunder.

18. Insurance. During the Use Period and during all other times permitted under this Agreement RCRC advises, USER, at its sole cost, expense, and interest that it should procure public liability insurance insuring USER, RCRC, and their authorized representatives and guests arising out of and in connection with USER'S use of the Facilities: such policy shall provide a single liability limit of at least \$1,000,000. RCRC and any added activity equipment (i.e., Bounce Houses, Water Slide, etc.) must be included as an additional insured. USER agrees to provide RCRC with a copy of the certificate of insurance within (5) days of execution of this Agreement evidencing that it has complied with the insurance requirement of this Agreement as set forth and described in Exhibit A.

19. USER shall indemnify, defend and hold harmless RCRC from and against any and all claims, causes of action, liabilities, damages and costs (including reasonably attorney fees) arising from or out of any death, bodily injury or damage to property occurring in, upon or at the Facilities or any part thereof, which is caused by USER or is occasioned wholly or in part by any failure of USER to perform any duty or obligation of USER set forth in this Agreement or any other act or omission of USER, its agents, contractors, employees or invitees in connection with the Facilities or any invitee thereof or the Facilities during the Use Term (including any set-up or take-down period associated therewith), or related to any claims, assessments, charge-backs or other expenses (whether owed to or assessed by a private or governmental party) which RCRC is obligated to pay or discharge related to USER's use of the Facilities.

20. Termination. RCRC may immediately terminate this Agreement at any time "for cause". Termination for cause shall be effective from the receipt of written or verbal notice thereof to USER specifying the grounds for the termination and all relevant facts. "For cause" events shall be deemed to include: (i) neglect of duties or violation of any of the provision of this Agreement, which continues after written notice and reasonable opportunity (not to exceed seventy-two (72) hours) in which to cure; (ii) fraud, embezzlement, defalcation, or conviction of any felonious offense; (iii) any act that materially breaches the Agreement as determined by RCRC. RCRC exercises its right to terminate with cause shall be without prejudice; to any other remedy it may be entitled at law, in equity, or under this Agreement.

21. It is understood and agreed that no waiver of any breach or non-performance of any covenant herein contained shall operate as a waiver of said covenant itself or any subsequent breach thereof.

22. USER understands and agrees (i) in the event of public necessity, acts of God, and/or any other circumstances beyond the control of RCRC, it becomes necessary for RCRC to cancel this Agreement, RCRC may do so without liability of any type to USER, and USER forever releases RCRC from any and all claims whatsoever occasioned by cancellation of this Agreement pursuant to this paragraph. (ii) If USER events are

cancelled by USER due to public necessity, acts of God, and/or any other circumstances beyond the control of USER, then USER shall return the contribution made by RCRC, if any, specifically for these events within thirty (30) days of the cancellation.

23. USER shall not have the right to assign or transfer this Agreement to any other party without the express written consent of RCRC.

24. The covenants and agreement contained herein are binding upon the parties hereto and shall be governed by and construed in accordance with the laws of South Carolina.

25. This Agree may be executed in duplicate originals and on several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

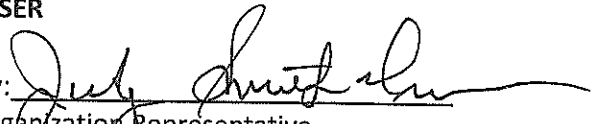
IN WITNESS WHEREOF the parties executed this Agreement as of the date first written above.

RCRC

By: 
Executive Director or Designee

Dated: OCT 21, 20 19

USER

By: 
Organization Representative

Dated: Oct. 14, 20 19

Piney Grove Piney Wood Community
Alliance
4700 Misty Vale Lane
Columbia, SC 29210-3927 EXHIBIT A

Facility Use Type: Tournament: _____ Practice: _____ Rental (description): Adult Senior from

☒ Adult Activity Center ☐ Community Center ☐ Recreation Center Location: Park Lane

Applicant(s): Judy Smith-Irvin Alternate Contact: Betty Scott-348-1686
Joanne McCray 786-1048

Address: 4728 Faulkland Rd City Cala State SC Zip Code 29210

Home/Cell Phone: 803-237-7838 Work Phone: N/A Email: Thomas and judy at att.net

DOB: 8-13-54 DATE of EVENT: Oct. 3, 2020 # OF GUEST: 199

EVENT TIME: 5 PM - 10 PM SET-UP TIME: 2-5 PM CLEAN-UP TIME: 11 PM

Recreation & Community Center (2HR min)	Facility Use Fee	After Hours \$20/Hours	Staff Fee	Security Fee	Set-up Fee	Total Fee
Multi-Purpose Room# (After Hours Recreation Only)	\$30.00					
Multi-Purpose Room w/Kitchen (After Hours Recreation Only)	\$45.00					
Banquet Hall	\$60.00	N/A				
Entire Center (Small)	\$60.00	N/A				
Entire Center (Large)	\$75.00	N/A				
Gymnasium (Crane Creek & Denny Terrace - Gymnasium Only)	\$65.00					
Picnic Shelter (Medium)	\$15.00	N/A				
Picnic Shelter (Large)	\$25.00	N/A				
Adult Activity Center (3HR min)	Fee	After Hours		100.00	60.00	560.00
Multi-Purpose Room#	\$100	\$120				
Conference Room	\$45	\$65				
Board Room	\$100	\$120				
Classroom (#106, 107, & A)	\$30	\$50				
Classroom (#109 & C)	\$40	\$60				
Banquet Hall	\$120	\$140				
Dining Area	\$100	\$120				
Banquet & Dining	\$140	\$160				

Deposit: Check# _____ Cash _____ Credit Card _____ Amount 880.00 Date 10/25 Receipt# 1040914 Bal 282.00

Deposit: Check# _____ Cash _____ Credit Card _____ Amount _____ Date _____ Receipt# _____ Bal _____

Office Use Only: Received by: Carmel Date: 10/25 Verified in MYREC: (Yes) No

Exhibit B
Procedures Governing Facility Usage

JSL All residents outside Richland County will pay a regular rental fee plus 20%.

JSL Minimum rental time: Recreation Center 2 Hours; Community Center 2 Hours; Adult Activity Center 3 Hours. Additional Set-up time for Community and Adult Activity Centers shall be accessed at a fee of \$30 per hour.

JSL Organized Homeowner's Associations and Neighborhood Associations may use space at the parks during normal operating hours, on a space-available basis at no cost. Required expenses will include:

- \$20 per hour security fee may be required if the event exceeds 100 in attendance
- After hour fees as reflected in RCRC fee schedule on Exhibit A hereto attached.

JSL Governmental agencies, eligible non-profit/for-profit organizations, groups and individuals may use a RCRC facility space, on a space available basis, at a rate of 50% less the fee stipulated in RCRC fee schedule on Exhibit A hereto attached.

JSL The Administrative Coordinator or designee determines space availability and times of usage.

JSL Events held during non-operational hours will require a RCRC staff person to be on site for the duration of the event. A charge shall be assessed at all events held during nonoperational hours. Keys to the Facility are not available to the Licensee.

JSL **Security Staff Requirement:** Security staff maybe required for groups of 100 or more, or when Alcohol Beverages are served. A charge of **\$20 per hour** for security may be assessed for these events. A charge for the minimum of four (4) hours must be paid for security staff. **Security Staff will be on hand at this event (Yes/No)**

JSL If RCRC property loss is incurred as a result of the use of the facility by the User, the amount of damage shall be assessed by RCRC and User billed an amount which shall cover the damage and shall pay all costs of collection including reasonable attorney's fees.

JSL Clean up and use procedures required include:

- All trash (food, cups, plates, paper, tablecloths, bottles, decorations, etc.) must be bagged and placed in the trash receptacles provided by the facility staff.
- Kitchen appliances and counters must be cleaned.
- Bathroom must be left in a presentable manner
- Tablecloths and table skirts will not be provided. **Only table decorations may be used.** Decorations may not be attached to any part of the building.
- The use of any open flames is prohibited inside RCRC facilities.

JSL Lobby furniture shall not be rearranged or removed.

JSL 100% of the total rental fee for Recreation centers, and 50% for Community and Adult Activity Centers are due at the time of reservation.

JSL Rental fee includes only the tables and chairs on-site, supplies are limited and are not guaranteed. User agrees that it is responsible for set-up and breakdown of tables and chairs and returning them to designated locations for all events having less than 75 guests invited. User responsibility shall be determined by the number of guests invited as listed by shown on Exhibit A.

JSL No admission charge or selling of goods and/or services is allowed without prior approval from RCRC.

JSL User will identify a designated person who will accompany a staff person for a pre-event and post-event onsite inspection of the premises. (PRINT NAME: Judy Smith-Enron)

- The designated person(s) will be notified by the facility staff of the time one (1) hour prior to the end of the event. It is the responsibility of the User to complete the function by the time (including cleanup time) specified on the contract, however if the function time should **EXCEED** the **regularly scheduled** function time by **15 minutes or more** the User must pay for an **additional hour**.

JSL Event shall not exceed the booked rental time. All after hour times and fees shall be approved by RCRC and paid for in advance by User, and in no case exceed that time.

JSL All rentals must be booked and paid-in-full at least 10 business days prior to requested rental date. The facility must be contacted at least 7 **business days** prior to the function, of any changes of the time, room, number of attendees and table and chair needs.

JSL No weapons of any kind are allowed on RCRC property, to include the carrying of permitted/licensed concealed weapons. The term "weapons" includes, but is not limited to firearms, ammunition, knives or explosive devices.

JSL Alcoholic beverages of Beer and Wine only shall be served, **Not Sold** at events held at Community and Adult Activity Centers only and must be approved by RCRC at the time of booking. **Hard Alcohol (Liquor) is not allowed on the premises of any RCRC facilities.** Violation of this provision by the User or their guest may result in the immediate termination of the event without refund. **Beer and Wine will be served at this event (Yes/No)** (No)

JSL User will receive one-hour setup time and one-hour cleanup time.

JSL Teen parties are allowed on case by case basis. Children must be supervised and accompanied by an adult at all times while on the premises.

JSL All additional equipment shall be communicated at time of booking (bounce houses, grills, etc.).

Recreation Center Normal Hours: Monday -Friday 2pm – 9pm; Saturday 9am – 8pm; Sunday 1pm – 6pm

Community Center Normal Hours: Monday – Friday, 10am – 6pm

Adult Activity Center Normal Hours: Monday – Thursday, 8am – 8pm; Friday 8am – 7pm

By initialing and signing this Exhibit, the User, establishes that you fully understand and agree to comply with all items including hereto within the Procedures Governing Facility Usage.

Judy Smith-Enron
User Signature

10/14/2019
Date

Date: 8/22/2017

PINEY GROVE PINEY WOODS COMMUNITY
ALLIANCE
4700 MISTY VALE LANE
COLUMBIA, SC 29210-3927

Employer Identification Number:
45-5601754
DLN:
17053130305017
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

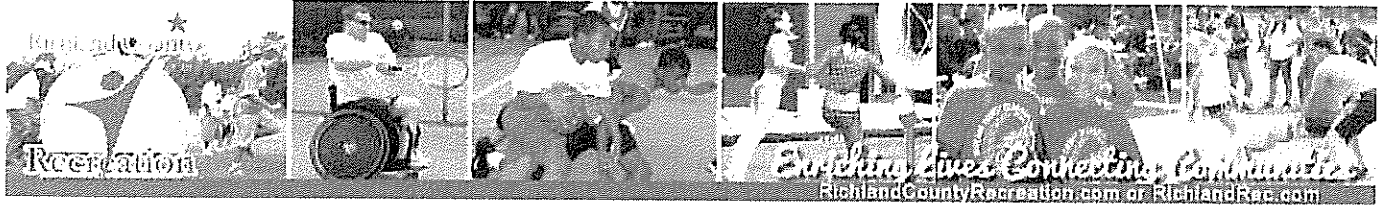
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



Richland County Recreation

7473 Parklane Road Columbia SC 29223 • P: (803) 741-7272 • F: (803) 741-2584
 jaimir@rcrc.state.sc.us • <http://www.richlandrec.com/> • Fed ID: 57-0481042

Invoice: 1040914 • Date: 10/25/2019 • Invoice Total: \$560.00

Pine Grove Piney Wood Alliance (Judy Smith-Irvin)

4728 Faulkland Road
 Columbia, SC 29210
 (803) 798-2995

Please note if paying with a gift card or a prepaid card that a refund will be processed back to the original card used during purchase. NO EXCEPTIONS!

Activity Disclaimer:

In signing up and participating in Richland County Recreation Commission programs, you are expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or losses which you might sustain as a result of participating in any and all activities, including transportation services, where provided.

I acknowledge that there are certain risks of physical injury to participants in this program and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I/my child may sustain as a result of participation. I further agree to waive and relinquish all claims against the Richland County Recreation Commission, its officials, agents, volunteers, sponsors and employees that I/my child may have as a result of participating in this program.

PHOTOGRAPHY/VIDEO DISCLAIMER

I understand that photographs of my child's participation in this program may be used by the Recreation Commission to promote its events and facilities. I understand these photos may be taken without my receiving compensation and without my granting additional approval. I also agree to abide by the "Parents Code of Ethics".

If applicable, all participants must take part in the Richland County Recreation Commission draft. Participants may play for only one Richland County Park League. All REFUNDS WILL BE PRORATED ONCE A PLAYER IS PUT ON A TEAM.

Refunds are processed at the discretion of the Director of Parks and the Finance Department.

RENTALS

Rental applications for events with less than 100 people must be made no less than five days before the actual event. Time is needed to ensure proper staffing, facility equipment and/or adequate security.

Credit Card Disclaimer

If you are paying with a **credit card**, you authorize the transaction to be processed and paid to Richland County Recreation Commission.

Item	Fee	Adjust	Paid	Balance
Adult Senior Prom	\$800.00	-\$240.00	\$280.00	\$280.00

Permit #: 12075

for Judy Smith-Irvin

- Please review the dates listed for your reservations because any cancellations are charged a cancellation fee.
- All balances must be paid 2 weeks prior to the event for the Adult Activity Centers and the Community Centers.
- If a cancellation is done 2 weeks prior to the event, RCRC will charge a 10% processing fee.
- If a cancellation is done less than 2 weeks prior to the event, RCRC will charge a 50% processing fee.
- **Event 5-9**
Set up 2-5
Clean 9-10

Security Needed

Security 5 Hours (\$100.00)
Early set up fee (\$60.00)
501c3 discount (-\$400.00)

Forms & Links

[AAC Lease Agreement](#)

Location

Adult Activity Center (Parklane)

Time-of-Purchase Rental Details

Adult Activity Center (Parklane) - Banquet & Dining Hall
10/03/2020 - 10/03/2020 (05:00 PM - 10:00 PM)

Rental Fee

Per Hour (Varies)

Fee

\$800.00

Totals: \$800.00

Dates

Saturday, October 03, 2020
Total Days: 1

Times

05:00 PM - 10:00 PM
Total Hours: 5.00

Location

Adult Activity Center (Parklane) - Banquet & Dining Hall

Payer

Judy Smith-Irvin

Type

Cash

Date

October 25, 2019

Total

\$280.00

Subtotal

\$800.00

Adjustments

-\$240.00

Total Cost

\$560.00

Total Paid

\$280.00

Total Balance

\$280.00

*Signature _____

Date _____

*Registration is considered consent to the disclaimer. Please be sure you've read it.

Created on 10/25/2019 12:10:23 PM by Connie Reaves