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 December 16, 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 November 18, 2019 Regular Board meeting and November 25, 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: (Attachment)

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

6. New Business:

None

7. Other Business:

- Executive Director Report Ms. Lakita Watson
- Update on Policy No. 14035 Hours of Operation (Action)
- Update on Policy No. 9040 Postage (Action)
- Request for Waiver of Facility Fees Ridgewood Men Community Group (Action)

8. Executive Session

- Legal Updates
- Personnel Matters:
 - Executive Director Evaluation
- Contractual Matters:
 - Capital Improvement Plan 2020

9. Adjournment



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ADMINISTRATIVE OFFICE Lakita Watson, Executive Director

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

Commissioners in Attendance:

Lisa Cotten Robert Lapin Donzetta Lindsay Thomas Clark

Others in Attendance:

Mayor Bob Coble, Parliamentarian

1. Call to Order:

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

2. Adoption of Agenda:

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

3. Minutes:

Motion to approve minutes from October 21, 2019, Regular Board Meeting, made by Commissioner Lindsay and second by Commissioner Clark. Motion approved unanimously by all members present; Clark, Lapin, Lindsay, and Cotten.

4. Public Input:

Gloria Brown – Invited Commissioners to visit the arthritis class on Monday, Wednesday and Friday at the AAC. Ms. Brown requested update on afterschool homework center at New Castle and benefits to RCRC of book signing on October 9th at Right Direction Christian Church.

Judy Counts - requested update on quilting class at the AAC.

Johnnie Cordera – President of the Pine Grove Community Alliance, requested waiver of fees for Senior Prom and refund of deposit paid.

Barbara Roach – Meadowlake Homeowners Association, voiced concerns at Meadowlake Park as follows: yellow caution tape around football field, cars parking in no parking area, people seeking shelter in the Goodwill container and outside bathrooms, track needs to be redone and potholes in parking lot. She also voiced concerns about floors at Parklane AAC not being kept clean.

D'Andrea Outen-Brown – expressed appreciation for winter hours at the Technology Center, update on substation at Clyburn Technology Center and charging for a senior event at the AAC.

5. Financial Report: (Information)

Brandy James, Chief Financial Officer presented financial reports included in Board's packet and reported travel reimbursement practices for county and state.

6. New Business:

None

7. Other Business:

- Ms. Lakita Watson, Executive Director, presented Executive Director's Report.
- Policy No. 14035 Hours of Operation presented for Action:
 Deferred until new revised policy presented for replacement.

Motion to limit the hours for the Technology Centers to not go pass 6p.m. during the winter hours made by Commissioner Lapin, second by Commissioner Clark. Motion approved unanimously by all members present; Cotten, Clark, Lapin and Lindsay.

- Policy No. 9040 Postage presented for Action:
 Deferred until amended policy presented for replacement.
- Executive Director presented Request for Waiver of Facility Fees from the Piney Grove Piney Woods Community Alliance for Action:

Motion made by Commissioner Lapin to waive fees and refund deposit for use of facility, second by Commissioner Lindsay. Motion approved unanimously by all members present; Cotten, Lindsay, Clark, and Lapin.

 Executive Director presented Request for Waiver of Facility Fees for \$40 per hour at AAC through 2019 from the Richland Democratic Women's Council for Action.

Motion made by Commissioner Clark to uphold staff's recommendation, second by Commissioner Lapin. Motion approved unanimously by all members present; Lindsay, Clark, Lapin, and Cotten.

• Executive Director presented information on repairs at Denny Terrace.

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

8. EXECUTIVE SESSION:

Chair Cotten stated no action was taken in Executive Session.

Motion made by Commissioner Lindsay to approve the 2020 Capital Improvement Budget, second by Commissioner Clark. Motion approved unanimously by all members present; Lindsay, Cotten, Clark, and Lapin.

Motion made by Commissioner Lapin for Lakita Watson, Executive Director to revamp and reorganize the Richland County Recreation Commission Foundation, second by Commissioner Clark. Motion approved unanimously by all members present; Cotten, Clark, Lapin and Lindsay.

Motion made by Commissioner Clark to uphold Staff's decision regarding free line dance class, second by Commissioner Lindsay. Commissioner Lapin abstained from voting, stating that he was not present at last discussion of the free line dance class at Garners Ferry and wanted more information. There was no quorum for the vote; vote did not pass. Item deferred until next meeting.

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

10. Adjournment Meeting adjourned at 8:25 p.	m			
Meeting aujourned at 6.23 p.				
		Lisa Cotten, Chair		
Minutes approved on this	day of		2019.	

BOARD OF COMMISSIONERS

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



ADMINISTRATIVE OFFICE Lakita Watson, Executive Director

7473 Parklane Road Columbia, SC 29223

Phone: (803) 741-7272 (RCRC) Fax:(803) 741-2028

Richland County Recreation Commission

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

Richland County Recreation Commission
Special Call Board Meeting Minutes
Conference Call
November 25, 2019
12:00PM

Commissioners in Attendance/Conference Call:

Lisa Cotten

Robert Lapin

Donzetta Lindsay

Stephen Venugopal

Jermaine Johnson

Thomas Clark

Others in Attendance/Conference Call:

Lakita Watson

Tameka Williams

Cornelia Watts

1. Call to Order:

Commissioner Cotten called the meeting to order at 12:05p.m.

2. Adoption of Agenda:

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

3. Agreement with Sheriff's Department:

Ms. Watson, Executive Director, presented agreement discussed with Chief Cowan to provide office space for Richland County Sheriff's Department's Chaplain at the Clyburn Technology Center. The official agreement to be presented at the December Board meeting.



Motion made by Commissioner Lapin to proceed with agreement to provide office space for Richland County Sheriff Department's Chaplain at the Clyburn Technology Center, second by Commissioner Johnson. Motion approved unanimously by all members present; Cotten, Lapin, Johnson, Lindsay, Clark and Venugopal.

Motion to move into Executive Session to discuss Administrative contractual matter made by Commissioner Venugopal, second by Commissioner Lapin. Motion approved unanimously by all members present; Johnson, Venugopal, Lindsay, Cotten, Clark and Lapin.

4. Executive Session

Chair Cotten stated no votes were taken in Executive Session.

Motion made by Commissioner Venugopal to uphoid staff's decision regarding line dance contract at Garners Ferry Adult Activity Center; second by Commissioner Lindsay. Motion approved by Johnson, Venugopal, Cotten, Clark, Lapin and Lindsay.

5. Adjournment Meeting adjourned at 12:20p.m. Lisa Cotten, Chair Minutes approved on this _____day of ______2019.

01 - General-Governmental

	FY 2020 Actual	FY 2020 Budget	Remaninig Available	FY 2019 Actual
Revenue				
Administrative Revenue	\$ 1,262,554.82	\$ 17,186,559.00	\$ 15,924,004.18	\$ 897,934.31
Program Revenue	598,039.01	1,945,743.99	1,347,704.98	686,541.08
Total Revenue	1,860,593.83	19,132,302.99	17,271,709.16	1,584,475.39
Expenditures				
Salaries	3,483,001.99	8,044,583.55	4,561,581.56	2,927,570.34
Pension, benefits and taxes	1,391,425.10	4,213,517.28	2,822,092.18	1,017,755.57
Operating expenses	644,939.65	1,833,838.17	1,188,898.52	588,695.04
Personnel Expenses	15,796.49	108,699.00	92,902.51	11,747.98
Training and development	56,342.25	103,000.00	46,657.75	35,065.01
Supplies expense	125,147.42	540,977.00	415,829.58	124,994,75
Professional Services	176,158.97	564,400.00	388,241.03	54,823.00
Information technology	89,252.46	203,865.00	114,612.54	53,566.39
Marketing expenses	43,754.14	73,776.00	30,021.86	14,850.62
Program expenses	311,372.70	608,974.00	297,601.30	32,322.19
Fleet expenses	70,161.88	462,331.00	392,169.12	72,924.03
Repairs and maintenance expense	100,063.77	126,000.00	25,936.23	53,291.03
Safety and security expense	14,356.45	58,200.00	43,843.55	11,898.49
Capital outlay expense	49,727.75	341,548.00	291,820.25	150,129.37
Capital improvement expense	99,637.00	1,848,594.00	1,748,957.00	24,610.43
Miscellaneous expenses	100.00	0.00	(100.00)	2,360.00
Nonoperational expenses	0.00	0.00	0.00	<u>159,315.67</u>
Total Expenditures	6,671,238.02	19,132,303.00	<u>12,461,064.9</u> 8	5,335,919.91
Net Revenue	(<u>4,810,644.19</u>)	0.00		(3,751,444.52)

Date: 12/12/2019, 12:26 PM

02 - Linrick-Enterprise

	FY 2020 Actual	FY 2020 Budget	Remaninig Available	FY 2019 Actual
Revenue				
Enterprise Revenue	284,076,76	866,403.24	<u>582,326.4</u> 8	331,041.46
Total Revenue	284,076.76	866,403.24	582,326.48	331,041.46
Expenditures				
Salaries	142,976.62	354,357.86	211,381.24	132,601.80
Pension, benefits and taxes	42,564.41	176,549.95	133,985.54	30,263.61
Operating expenses	25,809.88	109,287.23	83,477.35	25,708.34
Golf operating expenses	37,659.95	118,245.00	80,585.05	44,378.28
Personnel Expenses	72.00	0.00	(72.00)	0.00
Training and development	0.00	1,000.00	1,000.00	334.00
Supplies expense	12,639.91	41,080.00	28,440.09	22,593.00
Professional Services	0.00	2,060.00	2,060.00	0.00
Information technology	4 4 3.33	8,343.20	7,899.87	6 27.86
Fleet expenses	8,755.11	22,980.00	14,224.89	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. 9 7
Capital outlay expense	2 ,5 54.42	20,000.00	17,445.58	0.00
Capital improvement expense	0.00	0.00	0.00	7,713.81
Miscellaneous expenses	5.40	0.00	(5.40)	(611.34)
Nonoperational expenses	<u>976.3</u> 3	0.00	(976.33)	11,117.60
Total Expenditures	275,662.18	865,403.24	590,741.06	<u>276,978.9</u> 7
Net Revenue	<u>8,414.5</u> 8	0.00		<u>54,062.49</u>

Date: 12/12/2019, 12:26 PM Page: 2

000 - Administrative

	FY 2020 Actual	FY 2020 Budget	Remaining Available	FY 2019 Actual
Revenue				
Administrative Revenue	\$1,093,610.74	\$17,167,559.00	\$16,073,948.26	\$851,446.06
Total Revenue	1,093,610.74	17,167,559.00	16,073,948.26	851,446.06
Expenditures				
Salaries	422,263.97	1,106,841.73	684,577.76	522,081.94
Pension, benefits and taxes	249,720.33	1,583,345.97	1,333,625.64	1,017,755.57
Operating expenses	55,004.57	398,887.00	343,882.43	49,623,12
Personnel Expenses	16,006.49	108,699.00	92,692.51	11,747.98
Training and development	56,342.25	103,000.00	46,657.75	35,065.01
Supplies expense	15,220.03	25,700.00	10,479.97	6,913.97
Professional Services	72,492.39	389,000.00	316,507.61	54,823.00
Information technology	43,591.35	39,935.00	(3,656.35)	45,691.13
Miscellaneous expenses	0.00	0.00	0.00	2,360.00
Nonoperational expenses	0.00	0.00	0.00	18,461.66
Total Expenditures	930,641.38	3,755,408.70	2,824,767.32	1,764,523.38
Net Revenue	\$162,969.36	\$13,412,150.30		(\$913,077.32)

Date: 12/12/2019, 12:27 PM Page: 1

001 - Community Relations

	FY 2020 Actual	FY 2020 Budget	Remaining Available	FY 2019 Actual
Revenue				
Administrative Revenue	\$0.00	\$16,500 .00	\$16,500.00	\$0.00
Program Revenue	4,588.00	43,600.00	39,012.00	3,535.00
Total Revenue	4,588.00	60,100,00	55,512.00	3,535.00
Expenditures				
Salaries	314,098.82	782,469,21	468,370.39	0.00
Pension, benefits and taxes	131,319.19	303,668.48	172,349.29	0.00
Operating expenses	0.00	2,250.00	2,250.00	0.00
Professional Services	24,065.78	10,000.00	(14,065.78)	0.00
Information technology	45,661.11	163,930.00	118,268.89	7,875.26
Marketing expenses	43,754.14	73,776.00	30,021.86	14,850.62
Program expenses	51,868.87	88,955.00	37,086.13	10,536.47
Total Expenditures	610,767.91	1,425,048.69	814,280.78	33,262.35
Net Revenue	(\$606,179.91)	(\$1,364,948.69)		(\$29,727.35)

Date: 12/12/2019, 12:27 PM

002 - Facility Operations

	FY 2020 Actual	FY 2020 Budget	Remaining Available	FY 2019 Actual
Revenue				
Administrative Revenue	\$168,944.08	\$2,500.00	\$166,444.08	\$46,488.25
Program Revenue	593,451.01	1,902,143.99	1,308,692.98	683,006.08
Total Revenue	762,395.09	1,904,643.99	1,142,248.90	729,494.33
Expenditures				
Salaries	1,841,009.61	3,842,171.61	2,001,162.00	1,474,787.67
Pension, benefits and taxes	600,954.16	1,400,373.57	799,419.41	0.00
Operating expenses	3,250.77	44,000.00	40,749.23	19,578.73
Personnel Expenses	(210.00)	0.00	210.00	0.00
Professional Services	4,509.40	25,000.00	20,490.60	0.00
Program expenses	259,503.83	520,019.00	260,515.17	21,785.72
Miscellaneous expenses	100.00	0.00	(100.00)	0.00
Nonoperational expenses	0.00	0.00	0.00	140,854.01
Total Expenditures	2,709,117.77	5,831,564.18	3,122,446.41	1,657,006.13
Net Revenue	(\$1,946,722.68)	(\$3,926,920.19)		(\$927,511.80)

Date: 12/12/2019, 12:27 PM

003 - Property Management

•	FY 2020 Actual	FY 2020 Budget	Remaining Available	FY 2019 Actual
Expenditures				· -
Sataries	\$905,629,59	\$2,313,101.00	\$1,407,471.41	\$930,700.73
Pension, benefits and taxes	409,347.46	926,129.26	S16,781.80	0.00
Operating expenses	586,789.42	1,388,701.17	801,911.75	519,493.19
Supplies expense	109,927.39	515,277.00	405,349.61	118,080.78
Professional Services	75,091.40	140,400.00	65,308.60	0.00
Fleet expenses	70,161.88	462,331 .00	392,169.12	72,924.03
Repairs and maintenance expense	100,063.77	126,000.00	25,936.23	53,291.03
Safety and security expense	14,356.45	58,200.00	43,843.55	11,898.49
Capital outlay expense	49 ,727.75	341,548.00	291,820.25	150,129.37
Capital improvement expense	99,637.00	1,848,594.00	1,748,957.00	24,610,43
Total Expenditures	2,420,732.11	8,120,281.43	5,699,549.32	1,881,128.05
Net Revenue	(\$2,420,732.11)	(\$8,120,281.43)		(\$1,881,128.05)

Date: 12/12/2019, 12:27 PM

004 - Linrick

	FY 2020 Actual	FY 2020 Budget	Remaining Available	FY 2019 Actual
Revenue				• "
Enterprise Revenue	\$284,076.76	\$866,403.24	\$582,326.48	\$331,041.46
Total Revenue	284,076.76	866,403.24	582,326.48	331,041.46
Expenditures				
Salaries	142,976.62	354,357.86	211,381.24	132,601.80
Pension, benefits and taxes	42,648.37	176,549.95	133,901.58	30,263.61
Operating expenses	25,704.77	109,287.23	83,582.46	25,708.34
Golf operating expenses	37,659.95	118,245.00	80,585.05	44,378.28
Personnel Expenses	72.00	0.00	(72.00)	0.00
Training and development	0.00	1,000.00	1,000.00	334.00
Supplies expense	12,639.91	41,080.00	28,440.09	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	627.86
Fleet expenses	8,755.11	22,980.00	14,224.89	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	2,55 4.4 2	20,000.00	17,445.58	0.00
Capital improvement expense	0.00	0.00	0.00	7,713.81
Miscellaneous expenses	5.40	0.00	(5.40)	(611.34)
Nonoperational expenses	976.33	0.00	(976.33)	11,117.60
Total Expenditures	275,641.03	866,403.24	, ,	276,978.97
Net Revenue	\$ 8,435.73	\$ -		\$ 54,062,49

Date: 12/12/2019, 12:27 PM Page: S

Items Presented During Public Input

RCRC BOARD MEETING		[]]/18/2019			
NAME	DATE OPENED	REQUEST/DESCRIPTION	PARTY RESPONSIBLE	DATE DUE	MANAGEMENT NOTES
Gloria Brown	61/81/11	Update on afferschool homework site at New Castle and benefits to. RCRC of book signing on 10/9/19/at Right Directions Church.	Lowita Watson		New Costle Homework Site opened: 11/14/19
Judy Counts	11/18/2019	Update on qullting class at AAC	Jaimi Russell		Meeting held 12/11/19 Ms. Benjamin does not want to obtain a business license and I explained the process of forming a club. SEE ATTACHMENT
Barbara Roach	-11/18/2019	JIS	Connie Reaves/IIvana Henley		Pottoles: & track repair included in Capital Improvment Plan 2020. Park Staff instructed to check restrooms before exit. Hoors of AAC scheduled for butf & wax Jan. 14-16.
D'Andrea Outten-Brown	11/18/2019	Upclate on substation at Clyburn Technology Center	Lakita Watson		RCSD Chaplain will accupy an office at the Clyburn Technology Center starting December 16, 2019

DOCUMENTATION FOR QUILTING CLASS

Termination of independent contractor letters went out May 2019 and the new practice began. Contractors were given an additional month to gather documentation and Ms. Sandra Benjamin-Hannibal, quilting class instructor, advised that she was not interested in obtaining a business license or insurance.

Ms. Jaimi Russell, Public Information Officer, spoke with Ms. Benjamin-Hannibal and explained the concept of forming a club where the participants gather, bring their own supplies and we provide a space for the gathering with a volunteer facilitator.

Ms. Russell and Ms. Benjamin-Hannibal met on Thursday, December 11, 2019 and as a result of the meeting Ms. Benjamin-Hannibal stated that she is working at USC as a Quilting Instructor and she is not sure how much of her time she would be able to volunteer. Ms. Benjamin-Hannibal still does not want to obtain a business license and was asked if she had a protégé that could facilitate, and she did not. Ms. Benjamin-Hannibal stated that she would be available to do workshops, but at this point she did not want to do the business license.



Enriching Lives & Connecting Communities

Hours of Operation

RCRC Facilities Policy No. 14035

Revision Date: December 16, 2019

Policy Statement

The Richland County Recreation Commission sets 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. Winter Hours Operation Schedule:

Technology Centers:

Monday through Thursday 9:00am-6:00pm Friday 9:00am-5:00pm

Ballentine Community Center:

Monday through Friday 9:00am-5:00pm

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

The Executive Director has the authority to make necessary changes in operation hours as deemed necessary due to emergencies, staffing issues, etc. with notification to the Board.

ADOPTED B	Y RICHLAND COUNTY RECREATION COMMISSION BOARD
	BOARD MEETING DATE:
	APPROVED:

For more information about this policy, contact the Executive Department



Postage

Administration Policy No. 9040 Revision Date: December 16, 2019

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.

Guidance:

1. The Front Desk Receptionist will be responsible for monitoring the postage on the meter and requesting postage refill by notifying the Executive Assistant.

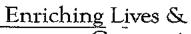
ADOPTED BY RICHLAND COUNTY RECREATION COMMISSION BOARD

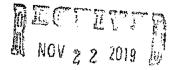
BOARD MEETING DATE:

APPROVED:

For more information about this policy, contact the Executive Department







Connecting Communities 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) Community group
ORGANIZATION NAME: Ridge wood Men Community Group
501 c 3 Organization – Yes 🗌 No 🔀
CONTACT INFORMATION:
Contact Person: <u>Eugene Davoil</u>
Phone: 8033483201 Alternate Phone (Cell): 4m 8037864849
Address 139 Wages Rd Columbia & C 29203
Reason (justification) for waiver of fee request (or attach statement): We wish to Be A Program to Better improve and padelist Support the Personal in our Community



Enriching Lives & Connecting Communities

Proposed Event Information

Date: (45 day-advance notice to RCRC requested):
ocation: Rulgewood Lumnunh
ime: <u>2-4 PM</u>
Tumber of Attendees: 30 - 35
Detailed description of event (or attach statement): Approval preference given to those events that have a direct positive impact on the community erved by the park and those events that directly impact community youth and adult recreation): To Provide Support To ALL Person in
To Provide Support To ALL PERSON IN THE Community. To Establish the Group of Ridse wood Men Community Group
Tote: Events must not be for individual profit or gain. RCRC reserves the right to require a niformed law enforcement officer be present at organizer's cost.
or office use only
xecutive Director or Designee Signature:
Date: Disapproved Disapproved
or office use only (for waivers requiring Board Approval)
oard Meeting Date: Approved Disapproved

RICHLAND COUNTY RECREATION COMMISSION **FACILITY USE AGREEMENT**

This Use "Agreement", made by and between Richland County Recreation Commission ("RCRC"), and Gugene DAVOH / Rudgewoulder ("USER").

ESA MENTS COMMUNITY Group
<u>FINDINGS</u>
WHEREAS, USER has made inquiry of RCRC regarding the use and rental of facilities at(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 Jan 11 2020 and shall continue for a period of 12 Has Days, Weeks, 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 <u>Exhibit A</u> , 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).

- 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. <u>Advertisement</u>. 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. <u>Facilities</u>. 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. <u>Utilities</u>. 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. <u>Insurance</u>. During the Use Period and during all other times permitted under this Agreement RCRC advises, USER, at its sole cost, expense, and interest that is 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. <u>Termination</u>. 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	USER				
By: Executive Director or Designee	By: Cont Assured Supplies Organization Representative				
Dated:20	Dated: <u>MOV 13</u>				

EXHIBIT A

Facility Use Type: Tournament: Pro						<u>~</u>	
☐Adult Activity Center Community Center ☐ Re	creation Co	enter Location :	Rid	ie wood	<u> </u>		
Applicant(s): Gurene Davou							
Address: 139 wages Rd City				-		<i>o</i> -3	
Address: / 3 7 10 16765 RO City	CD10-1 0 31	Jeace,	/			· · · · · ·	
Home/Cell Phone: 863 348320L Work Phone:		Email	dA	R 7560	ezon	Cests	
DOB: 06 15-194\ DATE of EVENT:	JAN 11,	2020	_	# OF GL	JEST: <u>3</u>	<u>ت</u>	
EVENT TIME: 2PM -4 SET-UP TIME: Just char 1Pr 2 CLEAN-UP TIME: 3.36 4PM							
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	\$30.00						
Only) Multi-Purpose Room w/Kitchen (After	\$45.00						
Hours Recreation Only) Banquet Hall	\$60.00	N/A	<u></u>			1200	
Entire Center (Small)	\$60.00	N/A				7.44.4	
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					
Multi-Purpose Room#	\$100	\$120	<u> </u>				
Conference Room	\$45	\$65					
Board Room	\$100	\$120]		
Classroom (#106,107, & A)	\$30	\$50	<u> </u>		ļ	<u> </u>	
Classroom (#109 & C)	\$40	\$60	ļ	ļ	ļ	<u> </u>	
Banquet Hall	\$120	\$140	ļ	ļ <u>.</u>	-	<u> </u>	
Dining Area	\$100	\$120	ļ		 		
Banquet & Dining	\$140	\$160		1			
Deposit: Check#CashCredit Card	lmount <u>@</u>	Date/i-	3-19 R	Comptile ecoloptile	<u>≺</u> _Bal	100.00	
	Amount	Date		Receipt#			
Office Use Converse even by		Prometry (Verifiediir	MYRES	Mes/No	

Exhibit B Procedures Governing Facility Usage

The state of the s
All residents outside Richland County will pay a regular rental fee plus 20%.
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.
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.
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.
The Administrative Coordinator or designee determines space availability and times of usage.
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.
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)
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.
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. Lobby furniture shall not be rearranged or removed.
25 100% of the total rental fee for Recreation centers, and 50% for Community and Adult Activity Centers are due at the time of reservation.

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.
No admission charge or selling of goods and/or services is allowed without prior approva	al
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: EURENE DAVOU) • 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 (included 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 addition hour.	ne ing
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.	
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.	
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.	
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 bookin 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)	S
User will receive one-hour setup time and one-hour cleanup time.	
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.	
\mathcal{L} All additional equipment shall be communicated at time of booking (bounce houses, grill etc.).	s,
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.)
(6) (13, 2019) User Signature Date	

