

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

### Richland County Recreation Commission Regular Board Meeting Agenda January 27, 2020 6:00 PM

#### 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 December 16, 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:

- First Citizens Wealth Management Presentation
- Ms. Watson will present recommendation for disposal of Fitness Equipment (Action)
- Ms. Watson will present recommendation for disposal of computers (Action)

#### 7. Other Business:

- Executive Director Report
- Request for Waiver of Facility Fees from the Richland Democratic Women's Council
- Request for Waiver of Facility Fees from the Pine Grove Cemetery Organization

#### 8. Executive Session

#### 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.*

**BOARD OF COMMISSIONERS**

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**Richland County Recreation Commission**  
**Regular Board Meeting Minutes**  
**December 16, 2019**  
**6:00PM**

**Commissioners in Attendance:**

Lisa Cotten  
Robert Lapin  
Donzetta Lindsay  
Thomas Clark  
Stephen Venugopal

**Others in Attendance:**

Bob Coble, Parliamentarian  
Lawrence Flynn

**1. Call to Order:**

Commissioner Cotten called the meeting to order at 6:02p.m.

**2. Adoption of Agenda:**

Motion to adopt the agenda made by Commissioner Venugopal 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 November 18, 2019, Regular Board Meeting and November 25, 2019 Special Call Board Meetings 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:**

None

#### **5. Financial Report:**

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

#### **6. New Business:**

None

#### **7. Other Business:**

Executive Director Report:

- Ms. Watson presented updates to Policy No. 14035 Hours of Operation for approval.

**Motion to amend Policy No. 14035 Hours of Operation made by Commissioner Clark, second by Commissioner Lapin. The motion was approved unanimously by all members present; Cotten, Clark, Lapin, Lindsay and Venugopal.**

- Ms. Watson presented updates to Policy No. 9040 Postage for approval.

Chair Cotten requested adding that the postage machine will only be used for official Richland County Recreation Commission mail.

- **Motion to amend Policy No. 9040 Postage and add Chair Cotten's request made by Commissioner Lapin, second by Commissioner Lindsay. Motion approved unanimously by all members present; Cotten, Lapin, Lindsay, Venugopal and Clark.**
- Ms. Watson presented Request for Waiver of Facility Fees from the Ridgewood Men Community Group for the use of Ridgewood Community Center.

**Motion to accept Staff's recommendation of \$60 made by Commissioner Lindsay, second by Commissioner Lapin. Motion approved unanimously by all members present; Cotten, Lindsay, Lapin, Venugopal and Clark.**

- Ms. Watson presented the Public Input Action from the November 18, 2019 Board meeting.

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

**8. Executive Session:**

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 7:46 p.m.

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Lisa Cotten, Chair

Minutes approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Richland County Recreation Commission  
Statement of Revenues and Expenditures  
For the Six Months Ended December 31, 2019**

**01 - General-Governmental**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ 2,109,792.85	\$ 17,186,559.00	\$ 15,076,766.15	\$ 1,723,664.89
Program Revenue	657,304.31	1,945,743.99	1,288,439.68	741,125.96
Total Revenue	<u>2,767,097.16</u>	<u>19,132,303.00</u>	<u>16,365,205.84</u>	<u>2,464,790.85</u>
Expenditures				
Salaries	4,025,941.73	8,044,583.55	4,018,641.82	3,423,168.27
Pension, benefits and taxes	1,681,333.36	4,213,517.28	2,532,183.92	1,188,348.35
Operating expenses	771,242.32	1,833,838.17	1,062,595.85	767,789.71
Personnel Expenses	17,501.53	108,699.00	91,197.47	14,763.53
Training and development	64,194.29	103,000.00	38,805.71	44,125.69
Supplies expense	160,597.17	540,977.00	380,379.83	150,957.56
Professional Services	231,003.55	564,400.00	333,396.45	73,044.00
Information technology	109,160.82	203,865.00	94,704.18	80,048.63
Marketing expenses	46,210.75	73,776.00	27,565.25	17,281.77
Program expenses	347,790.64	608,974.00	261,183.36	40,611.86
Fleet expenses	86,043.38	462,331.00	376,287.62	78,592.68
Repairs and maintenance expense	100,770.37	126,000.00	25,229.63	56,722.13
Safety and security expense	20,600.80	58,200.00	37,599.20	13,317.90
Capital outlay expense	51,682.45	341,548.00	289,865.55	152,729.26
Capital improvement expense	115,200.12	1,848,594.00	1,733,393.88	27,403.11
Miscellaneous expenses	100.00	0.00	(100.00)	2,360.00
Nonoperational expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>179,270.01</u>
Total Expenditures	<u>7,829,373.28</u>	<u>19,132,303.00</u>	<u>11,302,929.72</u>	<u>6,310,534.46</u>
Net Revenue	\$ <u>(5,062,276.12)</u>	\$ -	\$ <u>(5,062,276.11)</u>	\$ <u>(3,845,743.61)</u>

**Richland County Recreation Commission  
Statement of Revenues and Expenditures  
For the Six Months Ended December 31, 2019**

**02 - Linrick-Enterprise**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remaining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ 1,423.50	\$ -	\$ 1,423.50	\$ -
Enterprise Revenue	323,534.31	866,403.24	542,868.93	359,925.92
Total Revenue	<u>324,957.81</u>	<u>866,403.24</u>	<u>541,445.43</u>	<u>359,925.92</u>
Expenditures				
Salaries	168,288.95	354,357.86	186,068.91	156,866.88
Pension, benefits and taxes	52,999.52	176,549.95	123,550.43	37,498.64
Operating expenses	29,182.77	109,287.23	80,104.46	27,506.03
Golf operating expenses	48,709.80	118,245.00	69,535.20	49,577.19
Personnel Expenses	372.00	0.00	(372.00)	0.00
Training and development	36.00	1,000.00	964.00	334.00
Supplies expense	14,217.85	41,080.00	26,862.15	26,711.73
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	12,283.34	22,980.00	10,696.66	1,720.27
Repairs and maintenance expense	1,513.65	12,500.00	10,986.35	373.77
Safety and security expense	0.00	0.00	0.00	157.97
Capital outlay expense	34,884.40	20,000.00	(14,884.40)	0.00
Capital improvement expense	0.00	0.00	0.00	7,713.81
Miscellaneous expenses	5.40	0.00	(5.40)	(1,053.65)
Nonoperational expenses	976.33	0.00	(976.33)	11,117.60
Depreciation expense	0.00	0.00	0.00	4,407.06
Total Expenditures	<u>363,913.34</u>	<u>866,403.24</u>	<u>502,489.90</u>	<u>323,559.16</u>
Net Revenue	<u>\$ (38,955.53)</u>	<u>\$ -</u>	<u>\$ (38,955.53)</u>	<u>\$ 36,366.76</u>

**Richland County Recreation Commission**  
**Statement of Revenues and Expenditures**  
**For the Six Months Ended December 31, 2019**

**01 - General-Governmental**  
**000 - Administrative**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ 1,937,502.61	\$ 17,167,559.00	\$ 15,230,056.39	\$ 1,676,703.60
Program Revenue	(2,000.00)	0.00	2,000.00	0.00
Total Revenue	<u>1,935,502.61</u>	<u>17,167,559.00</u>	<u>15,232,056.39</u>	<u>1,676,703.60</u>
Expenditures				
Salaries	495,123.03	1,106,841.73	611,718.70	615,550.07
Pension, benefits and taxes	347,986.20	1,583,345.97	1,235,359.77	1,188,348.35
Operating expenses	68,443.81	398,887.00	330,443.19	157,511.20
Personnel Expenses	17,748.53	108,699.00	90,950.47	14,763.53
Training and development	64,194.29	103,000.00	38,805.71	44,125.69
Supplies expense	16,639.67	25,700.00	9,060.33	9,100.18
Professional Services	114,917.09	389,000.00	274,082.91	73,044.00
Information technology	54,992.30	39,935.00	(15,057.30)	69,985.70
Miscellaneous expenses	0.00	0.00	0.00	2,360.00
Nonoperational expenses	0.00	0.00	0.00	18,532.79
Total Expenditures	<u>1,180,044.92</u>	<u>3,755,408.70</u>	<u>2,575,363.78</u>	<u>2,193,321.51</u>
Net Revenue	<u>\$ 755,457.69</u>	<u>\$ 13,412,150.30</u>	<u>\$ (12,656,692.61)</u>	<u>\$ (516,617.91)</u>

**Richland County Recreation Commission**  
**Statement of Revenues and Expenditures**  
**For the Six Months Ended December 31, 2019**

**01 - General-Governmental**  
**001 - Community Relations**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ -	\$ 16,500.00	\$ 16,500.00	\$ -
Program Revenue	<u>4,588.00</u>	<u>43,600.00</u>	<u>39,012.00</u>	<u>3,575.00</u>
Total Revenue	<u>4,588.00</u>	<u>60,100.00</u>	<u>55,512.00</u>	<u>3,575.00</u>
Expenditures				
Salaries	371,699.89	782,469.21	410,769.32	0.00
Pension, benefits and taxes	154,029.35	303,668.48	149,639.13	0.00
Operating expenses	726.84	2,250.00	1,523.16	0.00
Professional Services	24,065.78	10,000.00	(14,065.78)	0.00
Information technology	54,168.52	163,930.00	109,761.48	10,062.93
Marketing expenses	46,210.75	73,776.00	27,565.25	17,281.77
Program expenses	61,364.24	88,955.00	27,590.76	17,538.81
Total Expenditures	<u>712,265.37</u>	<u>1,425,048.69</u>	<u>712,783.32</u>	<u>44,883.51</u>
Net Revenue	<u>\$ (707,677.37)</u>	<u>\$ (1,364,948.69)</u>	<u>\$ 657,271.32</u>	<u>\$ (41,308.51)</u>



**Richland County Recreation Commission**  
**Statement of Revenues and Expenditures**  
**For the Six Months Ended December 31, 2019**

**01 - General-Governmental**  
**002 - Facility Operations**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ 172,290.24	\$ 2,500.00	\$ (169,790.24)	\$ 46,961.29
Program Revenue	654,716.31	1,902,143.99	1,247,427.68	737,550.96
Total Revenue	<u>827,006.55</u>	<u>1,904,643.99</u>	<u>1,077,637.44</u>	<u>784,512.25</u>
Expenditures				
Salaries	2,092,401.19	3,842,171.61	1,749,770.42	1,717,755.67
Pension, benefits and taxes	694,312.95	1,400,373.57	706,060.62	0.00
Operating expenses	3,710.19	44,000.00	40,289.81	20,942.30
Personnel Expenses	(247.00)	0.00	247.00	0.00
Professional Services	5,147.66	25,000.00	19,852.34	0.00
Program expenses	286,426.40	520,019.00	233,592.60	23,073.05
Miscellaneous expenses	100.00	0.00	(100.00)	0.00
Nonoperational expenses	0.00	0.00	0.00	160,737.22
Total Expenditures	<u>3,081,851.39</u>	<u>5,831,564.18</u>	<u>2,749,712.79</u>	<u>1,922,508.24</u>
Net Revenue	<u>\$ (2,254,844.84)</u>	<u>\$ (3,926,920.19)</u>	<u>\$ 1,672,075.35</u>	<u>\$ (1,137,995.99)</u>

**Richland County Recreation Commission  
Statement of Revenues and Expenditures  
For the Six Months Ended December 31, 2019**

**01 - General-Governmental  
003 - Property Management**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Expenditures				
Salaries	\$ 1,066,717.62	\$ 2,313,101.00	\$ 1,246,383.38	\$ 1,089,862.53
Pension, benefits and taxes	485,004.86	926,129.26	441,124.40	0.00
Operating expenses	698,361.48	1,388,701.17	690,339.69	589,336.21
Supplies expense	143,957.50	515,277.00	371,319.50	141,857.38
Professional Services	86,873.02	140,400.00	53,526.98	0.00
Fleet expenses	86,043.38	462,331.00	376,287.62	78,592.68
Repairs and maintenance expense	100,770.37	126,000.00	25,229.63	56,722.13
Safety and security expense	20,600.80	58,200.00	37,599.20	13,317.90
Capital outlay expense	51,682.45	341,548.00	289,865.55	152,729.26
Capital improvement expense	115,200.12	1,848,594.00	1,733,393.88	27,403.11
Total Expenditures	<u>2,855,211.60</u>	<u>8,120,281.43</u>	<u>5,265,069.83</u>	<u>2,149,821.20</u>
Net Revenue	<u>\$ (2,855,211.60)</u>	<u>\$ (8,120,281.43)</u>	<u>\$ 5,265,069.83</u>	<u>\$ (2,149,821.20)</u>

**Richland County Recreation Commission**  
**Statement of Revenues and Expenditures**  
**For the Six Months Ended December 31, 2019**

**02 - Linrick-Enterprise**  
**000 - Administrative**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>Prior Year Actual</u>
Expenditures				
Pension, benefits and taxes	\$ (167.92)	\$ -	\$ 167.92	\$ -
Total Expenditures	<u>(167.92)</u>	<u>0.00</u>	<u>167.92</u>	<u>0.00</u>
Net Revenue	<u>\$ 167.92</u>	<u>\$ -</u>	<u>\$ 167.92</u>	<u>\$ -</u>

Richland County Recreation Commission  
Statement of Revenues and Expenditures  
For the Six Months Ended December 31, 2019

**02 - Linrick-Enterprise**  
**002 - Facility Operations**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Expenditures				
Operating expenses	\$ 105.11	\$ -	\$ (105.11)	\$ -
Total Expenditures	<u>105.11</u>	<u>0.00</u>	<u>(105.11)</u>	<u>0.00</u>
Net Revenue	<u>\$ (105.11)</u>	\$ -	<u>\$ (105.11)</u>	\$ -

**Richland County Recreation Commission**  
**Statement of Revenues and Expenditures**  
**For the Six Months Ended December 31, 2019**

**02 - Linrick-Enterprise**  
**004 - Linrick**

	<u>FY 2020 Actual</u>	<u>FY 2020 Budget</u>	<u>Remining Available</u>	<u>FY 2019 Actual</u>
Revenue				
Administrative Revenue	\$ 1,423.50	\$ -	\$ (1,423.50)	\$ -
Enterprise Revenue	323,534.31	866,403.24	542,868.93	359,925.92
Total Revenue	<u>324,957.81</u>	<u>866,403.24</u>	<u>541,445.43</u>	<u>359,925.92</u>
Expenditures				
Salaries	168,288.95	354,357.86	186,068.91	156,866.88
Pension, benefits and taxes	53,167.44	176,549.95	123,382.51	37,498.64
Operating expenses	29,077.66	109,287.23	80,209.57	27,506.03
Golf operating expenses	48,709.80	118,245.00	69,535.20	49,577.19
Personnel Expenses	372.00	0.00	(372.00)	0.00
Training and development	36.00	1,000.00	964.00	334.00
Supplies expense	14,217.85	41,080.00	26,862.15	26,711.73
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	12,283.34	22,980.00	10,696.66	1,720.27
Repairs and maintenance expense	1,513.65	12,500.00	10,986.35	373.77
Safety and security expense	0.00	0.00	0.00	157.97
Capital outlay expense	34,884.40	20,000.00	(14,884.40)	0.00
Capital improvement expense	0.00	0.00	0.00	7,713.81
Miscellaneous expenses	5.40	0.00	(5.40)	(1,053.65)
Nonoperational expenses	976.33	0.00	(976.33)	11,117.60
Depreciation expense	0.00	0.00	0.00	4,407.06
Total Expenditures	<u>363,976.15</u>	<u>866,403.24</u>	<u>502,427.09</u>	<u>323,559.16</u>
Net Revenue	<u>\$ (39,018.34)</u>	<u>\$ -</u>	<u>\$ (39,018.34)</u>	<u>\$ 36,366.76</u>





# Richland County Recreation Commission

January 27, 2020



**First Citizens**  
WEALTH MANAGEMENT



## Presented By:

David Lobeck  
Institutional Consultant  
843.806.5779  
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Institutional Portfolio Strategist  
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# Table of Contents

Who We Are

Fixed Income Overview

Portfolio Discussion

Fees

Biographies





# First Citizens Bank

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## PERFECT FIT AND SIZE

Big enough to bring our customers the resources they need and small enough to listen – more than 120 years of stability, consistency, safety and strength

## FIRST AND FOREMOST A RELATIONSHIP BANK

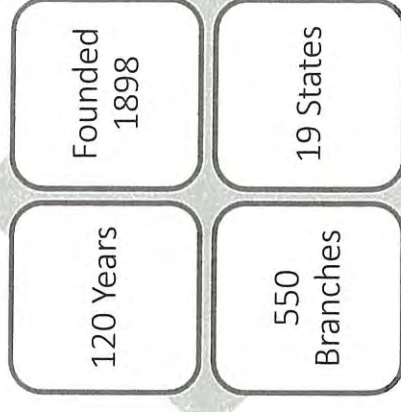
We get to know you – we want to understand you and help you with your banking

## ONE OF THE LARGEST FAMILY BANKS

Founded in 1898 and led for three generations by the same family – headquartered in Raleigh, North Carolina

## COMMITTED TO GIVING BACK TO THE COMMUNITIES WE SERVE

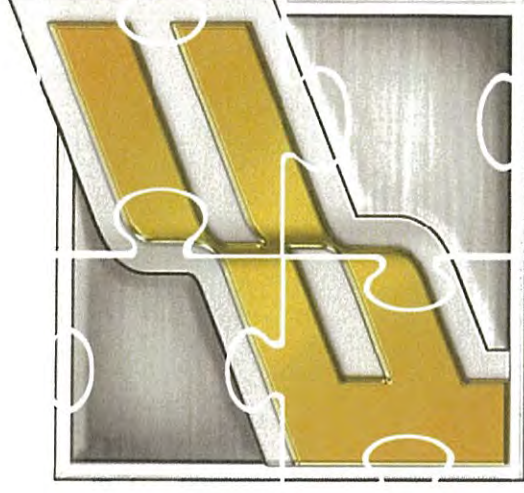
We care deeply about our associates, customers and the cities and towns where we do business



# First Citizens Institutional Trust

## Our Solutions:

- Philanthropic Services
- Institutional Asset Management
- Retirement Plan Services
- Institutional Custodian Services
- Institutional Escrow Services





# First Citizens Institutional Trust



First Citizens Institutional Trust: July, 2019

\*Results based on 2019 independent, third-party survey conducted with First Citizens Institutional Trust clients



**First Citizens**  
WEALTH MANAGEMENT



# Fixed Income Strategies

## Taxable (Government / Credit)

- Intermediate Government / Credit
- Ultra Short Term
- Treasury / Agency
- State Statutes

## Tax Exempt (Municipal)

- National
- State Specific

## Customized

- Cash Liabilities
- Exclusion List
- Other



# Fixed Income Benefits

- ✓ Prudent Investment Philosophy Built Upon a Rigorous Framework
- ✓ Institutional Pricing
  - Direct trading with broker dealers
    - No intermediary (middleman)
  - Price Transparency
    - No additional fees or markups
  - Block Trading
    - Grouping activity adds liquidity
- ✓ Market Leading Execution Platforms
  - Bloomberg AIM OMS
  - MarketAxess





# Fixed Income Investment Philosophy

## OPPORTUNITY

We believe that the investment market is not completely efficient and opportunities to add value do exist for disciplined investment strategies

## RESEARCH

We believe that a combination of a dynamic top down and bottom-up process can identify profitable investment ideas

## INTEGRITY

We believe that our investment strategies should maintain strict adherence to clearly defined style and risk parameters



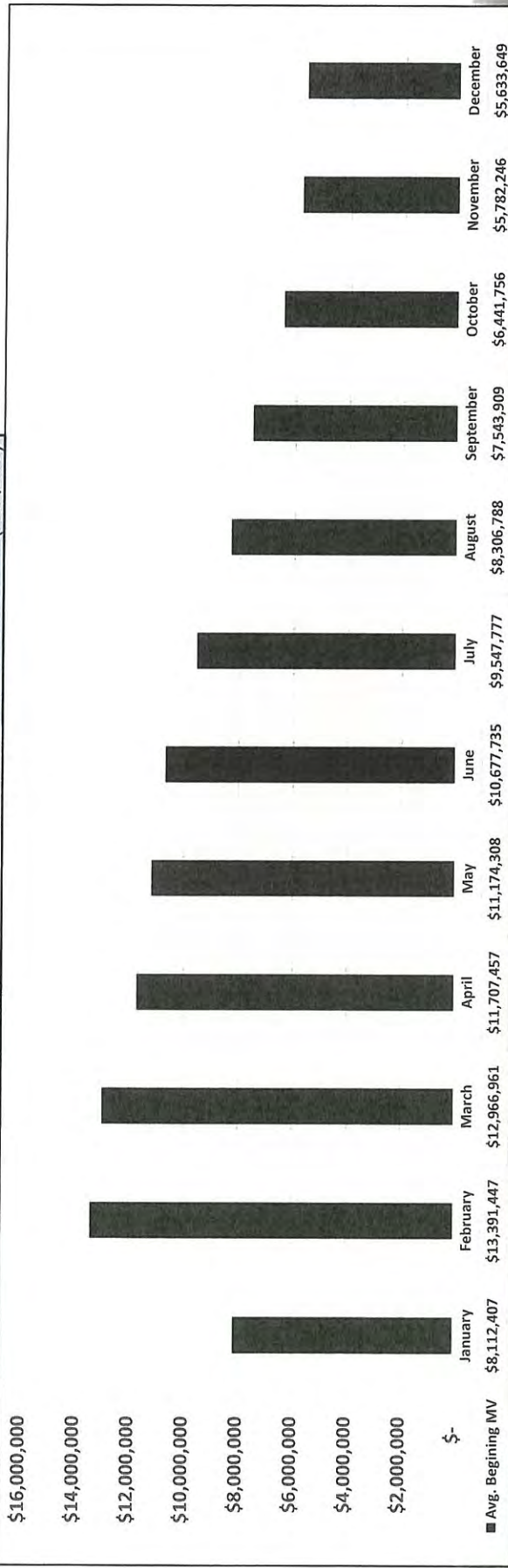
# PORTFOLIO DISCUSSION





# Account Balance Summary

Month	Avg. Beginning MV	Avg. Net Cont./Withdrawal
Jan	\$ 8,112,407	\$ 2,478,758
Feb	\$ 13,391,447	\$ 5,279,041
Mar	\$ 12,966,961	\$ (424,487)
Apr	\$ 11,707,457	\$ (1,259,504)
May	\$ 11,174,308	\$ (533,149)
Jun	\$ 10,677,735	\$ (496,574)
Jul	\$ 9,547,777	\$ (1,129,958)
Aug	\$ 8,306,788	\$ (1,240,990)
Sep	\$ 7,543,909	\$ (762,879)
Oct	\$ 6,441,756	\$ (1,102,153)
Nov	\$ 5,782,246	\$ (659,510)
Dec	\$ 5,633,649	\$ (148,597)



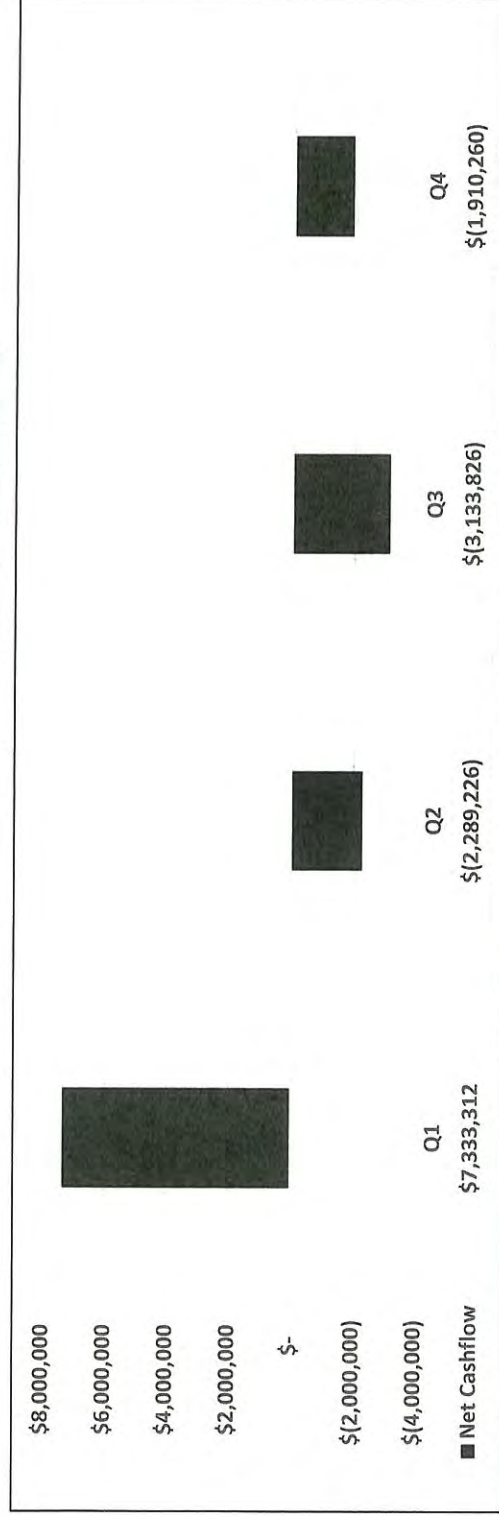
**First Citizens**  
WEALTH MANAGEMENT

Calendar year 2018 and 2019 balances



# Quarterly Cash Flow Analysis

Month	Avg. Beginning MV	Avg. Net Cont./Withdrawal
Jan	\$ 8,112,407	\$ 2,478,758
Feb	\$ 13,391,447	\$ 5,279,041
Mar	\$ 12,966,961	\$ (424,487)
Apr	\$ 11,707,457	\$ (1,259,504)
May	\$ 11,174,308	\$ (533,149)
Jun	\$ 10,677,735	\$ (496,574)
Jul	\$ 9,547,777	\$ (1,129,958)
Aug	\$ 8,306,788	\$ (1,240,990)
Sep	\$ 7,543,909	\$ (762,879)
Oct	\$ 6,441,756	\$ (1,102,153)
Nov	\$ 5,782,246	\$ (659,510)
Dec	\$ 5,633,649	\$ (148,597)



**First Citizens**  
WEALTH MANAGEMENT

# INVESTMENT PLAN

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# Sample Portfolio – Characteristics Summary Report

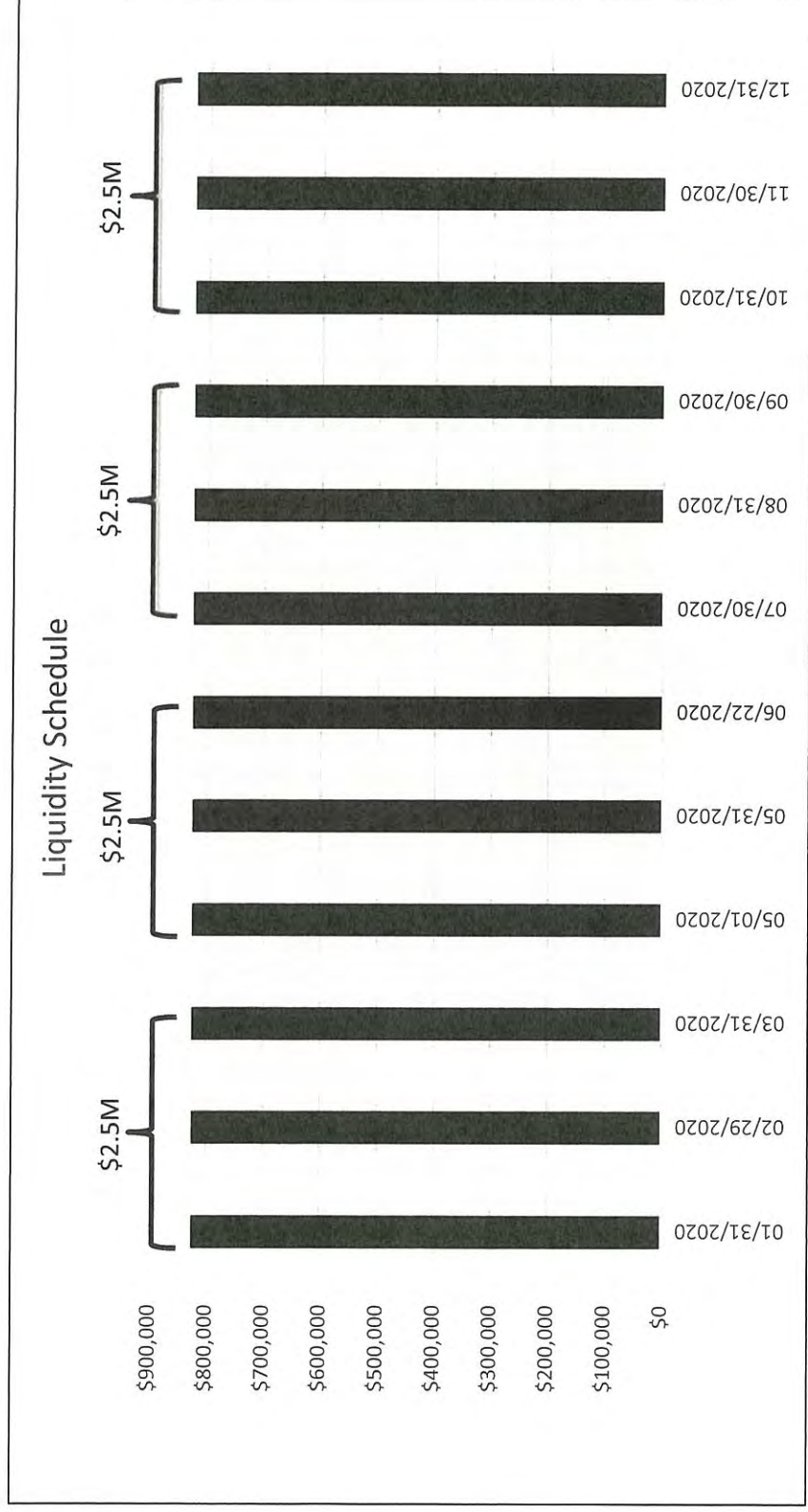
Portfolio Characteristics	
Market Value	\$9,971,035
Coupon	2.05%
Maturity (Yrs)	0.53
Yield to Maturity (%)	1.57%
Bloomberg Composite	AAA
Dollar Return (Reinvested) (\$)	\$156,545
Dollar Return (Not Reinvested) (\$)	\$84,440

\*Illustrative statistics as of a point in time, representative of actual implementation. Statistics are subject to change based on market conditions.  
Data current as of 11/6/2019



**First Citizens**  
WEALTH MANAGEMENT

# Sample Portfolio –Liquidity Schedule



First Citizens  
WEALTH MANAGEMENT



# Sample Portfolio – Liquidity Schedule & Holdings

Issuer	Weight	Maturity	Coupon	Position	Price	YTM	BBG Composite
US TREASURY N/B	8.3	01/31/2020	2.00	825,000	100.04	1.40	AAA
US TREASURY N/B	8.3	02/29/2020	1.38	825,000	99.95	1.42	AAA
US TREASURY N/B	8.3	03/31/2020	2.25	825,000	100.15	1.49	AAA
US TREASURY N/B	8.3	05/01/2020	1.38	825,000	99.90	1.70	AA+
FREDDIE MAC	8.3	05/31/2020	2.50	825,000	100.34	1.57	AAA
US TREASURY N/B	8.3	06/22/2020	1.50	825,000	99.95	1.70	AA+
FANNIE MAE	8.3	07/30/2020	1.50	825,000	99.92	1.66	AA+
FANNIE MAE	8.4	08/31/2020	2.62	825,000	100.64	1.58	AAA
US TREASURY N/B	8.3	09/30/2020	1.38	825,000	99.80	1.57	AAA
US TREASURY N/B	8.4	10/31/2020	2.88	825,000	101.00	1.60	AAA
US TREASURY N/B	8.4	11/30/2020	2.75	825,000	100.99	1.60	AAA
US TREASURY N/B	8.3	12/31/2020	2.50	825,000	100.83	1.62	AAA



**First Citizens**  
WEALTH MANAGEMENT

# F E E S

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# Institutional Trust – Account Subject to Statutory Investment Restrictions

Account Value	Annualized Fee
\$0 to \$5,000,000	0.45%
\$5,000,001 to \$15,000,000	0.35%
\$15,000,001 to \$50,000,000	0.25%
Over \$50,000,000	0.15%

- All fees represented are annual, subject to the minimum asset fee of \$500/month.



## CHIEF INVESTMENT OFFICER

### Brent Ciliano, CFA Senior Vice President, Chief Investment Officer

Brent Ciliano is the Chief Investment Officer of the Capital Management Group at First Citizens Bank. Prior to assuming the CIO position he held the position as Chief Investment Officer for Congress Capital Partners, LLP (Congress Capital). He was also the Chair of the Investment Policy Committee for the Risk Managed Series. In addition to his duties at Congress Capital, Mr. Ciliano also was head of Congress Asset Management's Portfolio Strategy team. In that capacity, he worked with Congress Asset Management and Wealth Management clients to help set investment policy and strategy.

Mr. Ciliano has over 20 years of investment experience in portfolio strategy, portfolio management, and investment banking. Prior to Congress, Mr. Ciliano spent 5 years as head of portfolio strategy for Goldman Sachs Asset Management's TPD Portfolio Strategy group, where he helped some of Goldman's largest clients formulate investment policy and strategy. His group and sister group Global Portfolio Solutions advised on and helped execute over \$1.1 trillion dollars in client assets globally. Prior to Goldman, Mr. Ciliano was head of strategy for SEI's Wealth Network Group where he provided investment strategy and advice to SEI's ultra-high net worth clients. He was responsible for, and personally managed over \$3 billion for 49 families. Mr. Ciliano also spent time as a senior strategist on the MLIM (now BlackRock) Global Allocation fund with assets in excess of \$100 billion, as well as 8 years in global mergers and acquisitions with Merrill Lynch.

Mr. Ciliano holds the Chartered Financial Analyst (CFA) designation, and is a member of the Boston Security Analysts Society.





## Phillip Neuhart

### Manager, Institutional Portfolio Strategist Group

Phillip Neuhart is the Senior Institutional Portfolio Strategist at First Citizens Bank. Mr. Neuhart functions as the liaison between the Capital Management Group and institutional clients, working closely with both the team and client to develop investment policies, asset allocations, manager structure, and performance analytics and reporting. Prior to joining First Citizens, Mr. Neuhart worked as an Institutional Equity Strategist with Morgan Stanley in New York. In this role, he provided US equity market research for institutional clients, equity research analysts, traders, and sales associates. This research was focused on fundamental and quantitative equity market analysis, weighted sector allocations and S&P500 price strategies. Prior to his time with Morgan Stanley, he served as both an Institutional Equity Strategist and Economist with Wachovia-Wells Fargo Capital Markets. Mr. Neuhart is a graduate of Duke University, where he earned a Bachelor of Science in Economics



## Craig Letendre, CFA, CAIA

### Institutional Portfolio Strategist

Craig Letendre is a Portfolio Strategist at First Citizens Bank. Mr. Letendre functions as the liaison between the Capital Management Group and institutional clients, working closely with both the team and client to develop investment policies, asset allocations, manager structure, and performance analytics and reporting. Prior to joining First Citizens Bank, Mr. Letendre was a Relationship Manager at Parametric Portfolio Associates, where he provided investment portfolio updates and reviews to institutional clients and consultants. Prior to Parametric, Mr. Letendre was a Senior Analyst at NEPC, LLC. He supported and serviced outsourced CIO clients, including endowments, foundations and taxable accounts, with asset allocation, portfolio implementation and rebalancing, policy formation, and investment manager selection. He received his B.A. in Economics and American Studies from Brandeis University and M.B.A. from the University of Massachusetts at Amherst. Mr. Letendre has earned the Chartered Financial Analyst and Chartered Alternative Investment Analyst designations and is a member of the CFA Institute and CFA Society Boston.



## INSTITUTIONAL STRATEGY

### Justin Marcinkiewicz Institutional Portfolio Strategist

Justin Marcinkiewicz is a Portfolio Strategist for our Institutional Services group. Justin has been with First Citizens since 2014. He started his time as a Wealth Management intern working within our Private Wealth group. Following graduation he joined First Citizens, now with our Institutional Portfolio Strategy team. Mr. Marcinkiewicz functions as the liaison between the Capital Management Group and institutional clients, working closely with both the team and client to develop investment policies, asset allocations, manager structure, and performance analytics and reporting. Prior to his time with First Citizens, he graduated from Campbell University earning a Bachelor's degree in Trust and Wealth Management and a minor in Financial Planning. Justin is currently participating in the CFA® Program.



## ASSET ALLOCATION

### **Brian P. Storey, CFA** **Senior Vice President, Senior Portfolio Manager, Asset Allocation** **and Manager Research**



Brian P. Storey is the Senior Portfolio Manager for asset allocation and manager research. In this capacity, he is responsible for the holistic portfolio construction process—including dynamic asset allocation modeling, manager research, and portfolio design—that underlies the global, multi-asset class investment strategies delivered by the Capital Management Group. Prior to joining First Citizens Bank, Mr. Storey served five years as an officer in the U.S. Coast Guard, and has expertise in forecasting, modeling, and statistical analysis. He received his B.S. degree in management from the U.S. Coast Guard Academy, graduating with high honors, and his M.B.A. from Duke University's Fuqua School of Business, where he graduated as a Fuqua Scholar. Mr. Storey has earned the Chartered Financial Analyst designation and is a member of the CFA Institute and the CFA North Carolina Society. He previously served on the Board of Directors of the CFA North Carolina Society and continues to remain actively involved in various committees with the society.

### **Will Gholston, CFA** **Vice President, Portfolio Manager, Asset Allocation** **and Manager Research**



Will Gholston is the Portfolio Manager for asset allocation. In this capacity, he is responsible for developing the asset allocation process that underlies the global, multi-asset class investment strategies delivered by the Capital Management Group. He is also involved in the implementation of the asset allocation and portfolio construction framework across the different distribution channels within Wealth Management. Prior to joining First Citizens Bank, Mr. Gholston was a portfolio manager at Sterling Capital Management, where he co-managed three asset allocation mutual funds employing multi-manager implementations across the risk spectrum. In this role he was also responsible for developing strategic and tactical asset allocation strategies for wealth management and institutional clients. He received a Bachelor of Arts degree in Economics from the University of North Carolina at Chapel Hill. Mr. Gholston has earned the Chartered Financial Analyst designation and is a member of the CFA Institute and the CFA North Carolina Society.



## ASSET ALLOCATION

### Christian Gannon, CAIA Research Analyst II, Asset Allocation and Manager Research

Christian Gannon is a Research Analyst within the manager research division. In this capacity, he is responsible for manager search and selection and ongoing due diligence for the global, multi-asset class investment strategies delivered by the Capital Management Group. Prior to joining First Citizens Bank, Mr. Gannon was a senior associate at Hatteras Funds, where he conducted manager research for hedge fund of funds strategies and maintained a pipeline of 30-40 managers. He received a Bachelor of Business Administration degree in Trust and Wealth Management with a minor in Financial Planning from Campbell University. He also earned his Masters of Business Administration from Campbell University. Mr. Gannon has earned the Chartered Alternative Investment Analyst designation and is a member of the CAIA Association.



### Vinai Oddiraju Research Analyst I, Asset Allocation and Manager Research

Vinai Oddiraju is a Research Analyst primarily focused on supporting the asset allocation and portfolio construction process. He interned with the Capital Management Group in the summer of 2017 and joined full-time in July of 2018. Mr. Oddiraju leverages his strengths in statistical analysis and programming to provide data analysis, in-house development, and quantitative research to the investment teams within CMG. Mr. Oddiraju received his B.S. in Statistical Science from Duke University with a minor in Financial Economics.



## EQUITY INVESTMENTS

### Steven R. Eubanks

#### Vice President, Senior Portfolio Manager, Equity Investments

Steven R. Eubanks is the Senior Portfolio Manager for the Capital Management Group's internally managed equity products. In this role, he is responsible for managing all internally managed equity portfolios, including portfolio construction and risk management. He is also responsible for all of CMG's actively managed equity tax aware strategies as well as overseeing all equity trading operations. Prior to joining First Citizens, he served as Director of Investment Management for the North Carolina Retirement Systems, the 10th largest public pension plan in the United States, with responsibilities covering asset allocation, manager selection and risk management. Throughout his 32 year career in the investment management industry, he has served on numerous advisory boards for real estate and private equity partnerships and has participated as a panelist for various industry conferences. Mr. Eubanks received his B.A. in Economics from the University of North Carolina at Charlotte and is a graduate of the North Carolina School of Banking.



### Brian W. Light

#### Vice President, Equity Research Analyst II

Bryan W. Light is an Equity Research Analyst for the Capital Management Group and has been with the firm since 2011. In this role, he is responsible for maintaining databases, performing quantitative analysis and making equity recommendations to the Senior Portfolio Manager for Equities. Prior to joining First Citizens, he worked as a delivery project manager for Right Management in San Ramon, California and has experience in project management, creating presentations, financial modeling and database production. Mr. Light received his B.A. from North Carolina State University and recently received his M.B.A. from California State University.



## FIXED INCOME INVESTMENTS

### Joseph L. Mirsky

#### Senior Vice President, Senior Portfolio Manager, Fixed Income

Joseph L. Mirsky is a Senior Portfolio Manager for fixed income investments. He has nearly 20 years of experience in the fixed income investment management business with extensive experience across fixed income products and credit analysis. Prior to joining First Citizens, he was the Director of Credit Research and Portfolio Manager at Brown Brothers Harriman in New York. Mr. Mirsky focused on core and core plus mandates across institutional and private wealth clients and managed the high yield and investment grade research team. Prior to that, he was a portfolio manager at Offitbank in New York where he was responsible for managing and trading their high yield strategy. He received his B.S. in Economics from Arizona State University and M.B.A from Fordham University.



### Randall Huss, CFA

#### Vice President, Fixed Income Research Analyst II

Randall Huss is a Fixed Income Research Analyst for the Capital Management Group. Prior to joining First Citizens, he was employed at Credit Suisse as an Operations Analyst. He was responsible for domestic and international client settlements of swaps and OTC Derivatives. His focus centered on credit default swaps, mortgage backed securities and interest rate products. Mr. Huss received his B.S. in Mathematics from the University of North Carolina at Wilmington. Mr. Huss has earned the Chartered Financial Analyst designation and is a member of the CFA Institute and the CFANorth Carolina Society.





## FIXED INCOME INVESTMENTS

### Craig Golden

#### Fixed Income Research Analyst I

Craig Golden is a Fixed Income Research Analyst for the Capital Management Group. Craig has worked at First Citizens Bank since April of 2016, where he was a Financial Analyst for our personal banking group and Portfolio Strategy Specialist for high net worth individuals. He was responsible for client portfolio analysis, optimization, and implementation. Prior to working for First Citizens, Craig worked for five years overseeing financial operations in the non-profit sector. Craig is currently participating in the CFA® Program. Craig has a Bachelor's degree in Mathematics and Statistics from the University of North Carolina at Chapel Hill.



# Richland County Recreation Commission

Beginning Market Value	\$5,633,649
Average Market Value	\$9,273,870
Yield to Maturity	1.57%
Average Annual Fee	0.35%
Net Yield	1.22%
Annual Investment Management Fee	\$32,459
Anticipated Realized Annual Total Dollar Return	\$84,440
Anticipated Annual Treasury Fees	\$16,732

\$84,440 (realized annual return not reinvested)

-\$32,459 (Annual Investment Management Fee)

-\$16,732 (Annual Treasury Fee)

\$35,249 (Annual Net Gain)



**First Citizens**  
WEALTH MANAGEMENT



# Richland County Recreation Commission

Beginning Market Value	\$5,633,649
Average Market Value	\$9,273,870
Yield to Maturity	1.57%
Average Annual Fee	0.35%
Net Yield	1.22%
Annual Investment Management Fee	\$32,459
Anticipated Realized Annual Total Dollar Return	\$156,545
Anticipated Annual Treasury Fees	\$16,732

\$156,545 (realized annual return reinvested)

-\$32,459 (Annual Investment Management Fee)

-\$16,732 (Annual Treasury Fee)

\$107,354 (Annual Net Gain)



**First Citizens**  
WEALTH MANAGEMENT



## Enriching Lives & Connecting Communities

### Disposal Methods

Administration  
Policy No. 1015

Revision Date: December 16, 2013

#### Policy Statement

Disposal of surplus or unused equipment is an important function in a cost-effective replacement program. The following procedures are designed to take optimum advantage of selective disposal techniques which are in the best interests of the Richland County Recreation Commission.

#### AUTHORITY

The authority to dispose of surplus or unused equipment lies with the Board of the Richland County Recreation Commission.

#### METHODS OF DISPOSAL

The Board, at its discretion, may also stipulate what method(s) of disposal to use to include but not limited to: public auction, sealed bid, negotiated sale, donation and utilization of the South Carolina Surplus Property Office.

#### OTHER

Equipment which cannot be successfully disposed of by one of the above mentioned methods (for example scrap steel), shall be disposed of in a manner determined to be in the best interests of the Agency by the Executive Director.

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.





## Richland County Recreation Commission Fitness Equipment Maintenance and Inventory Analysis

Submitted by: Octavia Morgan – Health & Wellness Coordinator

### **Removal and Disposal of Fitness Equipment at Denny Terrace Gymnasium, Meadowlake Park and Hopkins Park:**

After assessing fitness equipment at Denny Terrace Gymnasium, Meadowlake Park and Hopkins Park, it is recommended through these findings that specific cardio and weight-based machines should be removed and disposed of:

- Denny Terrace Gymnasium has three pieces of equipment (two recumbent bikes and one elliptical) in which the machines are unsuitable for public usage based on outcomes of being outdated, inoperable, and unsafe.
- In regards to Meadowlake, the entire inventory of fitness equipment (one cardio equipment and six weighted machines) are outdated, rusted and has the potential to cause injury/incidents for patrons; as well as the space being utilized more for storage purposes than a fitness center.
- At Hopkins Park two cardio machines (one stair climber and one stationary bike) are non-functional (rusted out gears, pedals do not move) and unsafe for patrons to utilize within the fitness center.

#### Plans After Removal

To occupy the desolate space for both facilities, we're planning to:

- Place chairs within the lounge area (close to the desk) and a small stretching area near two remain pieces of equipment at Denny Terrace Gymnasium.
- The former fitness room will be converted into a game room for our community members.
- As for Hopkins Park, we will replace both pieces of equipment with a cross trainer machine from Bluff Road Park and treadmill from Garners Ferry Adult Activity Center.

#### Arrival of New Equipment

On January 17, 2020, five of our parks and centers will be receiving new cardio equipment. Out of the five of the parks and centers, only three locations will have the equipment removed and disposed of by Advantage Fitness listed below.

- Blythewood Park- 1 stationary bike, 1 stepper and 1 treadmill;
  - Replaced with new treadmill and recumbent bike

- Polo Road Park-1 Upright Bike, 2 Recumbent Bikes, 1 Elliptical
  - Replaced with 1 Treadmill, 1 Upright Bike, 2 Recumbent Bikes
- Adult Activity Center at Parklane-1-Treadmill, 1 Elliptical
  - Replaced with 1 Treadmill, 1 Elliptical, 2 Upright Bikes, 1 Recumbent Bike

Overall the removal and displacement of these machines would aesthetically improve the appearance of our parks and recreational facilities along with providing the future needs of our community.

**Recommendation:**

Currently we are in the process of receiving multiple quotes from companies who remove and dispose of damaged/outdated fitness equipment. Once we receive approval from our Procurement Manager in regard to the contract, a date and time will be scheduled for each of the designated facilities.





## Richland County Recreation Commission Fitness Equipment Maintenance and Inventory Analysis

Submitted by: Jaimi Russell – Public Information Officer

### **Removal and Disposal of IT Computer Equipment**

#### **Computers**

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After assessing the computer equipment that has been stored and used in some of our IT offices, Parks and Technology Centers, several pieces of equipment are no longer needed or necessary at our sites. The equipment assessed has the Windows 7 operating system. The initial assessment was warranted since Microsoft ended its mainstream support for Windows 7 on January 13, 2015, but extended support is expected to end January 14, 2020. The equipment houses i3 processors. The Intel® Core™ series of processors are: the i3 processor, i5 processor, i7 and the i9 processor. As the names suggest, the i3 processor is less powerful than the i5 and i7; the i9 is the most powerful of the four. In office spaces, we have the i7 processor and the i5 processors. Since many of our current software programs are web based, it is important that we have high-speed internet, but also powerful, high speed processors. It was imperative that we ensured that we had the most up to date license and a license that would provide support from its manufacturer. The i9 was not considered due to its price point.

In obtaining quotes and working with the Procurement Manager, the cost to upgrade the old equipment was significantly higher than acquiring new equipment with the upgraded Windows 10 license.

#### **Printers**

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The agency has had several types of printers throughout the 35 facilities. In order to provide consistency with troubleshooting and supplies, we acquired a lease agreement and service maintenance agreement with Carolina Office Systems. This lease and service agreement provides like printers for all sites with customer support and automatic supply replenishment. The first phase of the lease provided copiers and printers for the Administrative Building, Adult Activity Centers and Technology Centers. The second phase of the lease provides equipment for the community centers and parks. With the replacement of the aged machines, the staff is able to print as well as scan from their locations. This will reduce paper costs and a reduction in ink purchases as our equipment consumables are included in our service and maintenance agreement.

## **Recommendation**

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It is recommended the equipment be disposed via state surplus auction. Our Procurement Management will assist in the proper disposal process. The Procurement Manager suggests the state surplus auction since most of the equipment is still operable.



Enriching Lives &  
Connecting Communities

## 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) Women's Group

ORGANIZATION NAME: Richland Democratic Women's Council

501 c 3 Organization -- Yes ☐ No ☒

#### CONTACT INFORMATION:

Contact Person: Jonnieka Farr

Phone: 803 413 4682 Alternate Phone (Cell): (256) 404-2061

Address 308 Denby Circle Columbia SC 29204

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

please see attached statement.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





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Page 2 of 2

Proposed Event Information

Date: (45 day-advance notice to RCRC requested): 2nd Monday of every month beginning  
01-13-20, 02-10-20, 03-09-20, 04-13-20, 05-11-20, 06-08-20, 07-13-20, 08-10, 09-14, 10-12,  
Location: Adult Activity Center Parklane Rd 11-9, & 12-14-20

Time: 6-7 PM

Number of Attendees: 40

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):

monthly community women's meeting. Please see  
attachment for further details.

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: \_\_\_\_\_

Date: \_\_\_\_\_

☐ 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 Richland Democratic Women's Council ("USER").

**FINDINGS**

**WHEREAS, USER** has made inquiry of RCRC regarding the use and rental of facilities at 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 2nd Monday of every month beginning January 13, 2020 and shall continue for a period of 1 Days, Weeks, for 12 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: \_\_\_\_\_, 20\_\_\_\_

USER

By: Jonnieka Farr  
Organization Representative

Dated: December 12, 2019



## EXHIBIT A

Facility Use Type: Tournament: \_\_\_\_\_ Practice: \_\_\_\_\_ Rental (description): Monthly Council Meeting

☒ Adult Activity Center ☐ Community Center ☐ Recreation Center Location: Classroom C

Applicant(s): Jonnieka Farr Alternate Contact: Dr. Eloise Fomby-Denson

Address: 308 Denby Circle city Columbia State SC Zip Code 29229

Home/Cell Phone: 8034134682 Work Phone: 8036990991 Email: rdwcouncil@gmail.com

DOB: 11/15/73 DATE of EVENT: 01/13/20 # OF GUEST: 40

EVENT TIME: 6:00 PM SET-UP TIME: 5:45 pm CLEAN-UP TIME: 7:15 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				
Multi-Purpose Room#	\$100	\$120				
Conference Room	\$45	\$65				
Board Room	\$100	\$120				
Classroom (#106, 107, & A)	\$30	\$50				90.00
Classroom (#109 & C)	\$40	\$60				
Banquet Hall	\$120	\$140				
Dining Area	\$100	\$120				
Banquet & Dining	\$140	\$160				

Deposit: Check# 213 Cash \_\_\_\_\_ Credit Card\* \_\_\_\_\_ Amount 90.00 Date 12/30 Receipt# 1046273 Bal 0

Deposit: Check# \_\_\_\_\_ Cash \_\_\_\_\_ Credit Card \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_ Receipt# \_\_\_\_\_ Bal \_\_\_\_\_

Office Use Only: Received by: [Signature] Date: 12/30 Verified in MYREC: Yes/No

**Exhibit B**  
**Procedures Governing Facility Usage**

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

**JF**        *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.*

**JF**        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.

**JF**        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.

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

**JF**        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.

**JF**        **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~~)

**JF**        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.

**JF**        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.

**JF**        Lobby furniture shall not be rearranged or removed.

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

JF 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.

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

JF 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: Jonnieka Farr)

- 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.

JF 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.

JF 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.

JF 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.

JF 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)

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

JF Children must be supervised and accompanied by an adult at all times while on the premises.

JF 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.

\_\_\_\_\_  
User Signature

12-12-2019

\_\_\_\_\_  
Date





Enriching Lives &  
Connecting Communities

RECEIVED  
JAN 22 2020

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) Piney Grove Cemetery Organization

ORGANIZATION NAME: Piney Grove Cemetery Organization

501 c 3 Organization – Yes ☐ No ☒

#### CONTACT INFORMATION:

Contact Person: James Washington

Phone: 803 750-6966 Alternate Phone (Cell): 765-620-9519

Address 731 Piney Woods Rd Columbia, SC 29210

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

Cemetery Organization is community based organization only  
Responsibilities follow:

1. Provide means for the general upkeep of cemetery property
2. Keep records of burial plots and burials
3. Keep owners and co-owners informed of pertinent matters
4. Collect and disburse funds from owners and co-owners

(See Piney Grove Cemetery Organization Constitution and Bylaws)

Enriching Lives &  
Connecting Communities

Proposed Event Information

Date: (45 day-advance notice to RCRC requested): 16 January 2020

Location: 937 Piney Woods Rd, Columbia, SC 29210

Time: One hour, 6:00 PM, 3rd Tuesday of January, April, July  
and October

Number of Attendees: 20

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):*

Business meeting of the Piney Grove Cemetery  
Organization (see page 1)

*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: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Approved

☐ Disapproved

-----  
*For office use only (for waivers requiring Board Approval)*

Board Meeting Date: \_\_\_\_\_

☐ Approved

☐ Disapproved

RECEIVED  
JAN 22 2020  
BY: .....

**RICHLAND COUNTY RECREATION COMMISSION  
FACILITY USE AGREEMENT**

This Use "Agreement", made by and between Richland County Recreation Commission ("RCRC"), and Piney Grove Cemetery Org. ("USER").

**FINDINGS**

WHEREAS, USER has made inquiry of RCRC regarding the use and rental of facilities at 937 Piney Woods Rd Cobb GA 30206 (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 21 April, 20   and shall continue for a period of 1 Days,    Weeks, 3 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: \_\_\_\_\_, 20\_\_\_\_

**USER**

By:   
Organization Representative

Dated:  20<sup>19</sup> 20

## EXHIBIT A

Facility Use Type: Tournament: \_\_\_\_\_ Practice: \_\_\_\_\_ Rental (description): \_\_\_\_\_

☐ Adult Activity Center ☒ Community Center ☐ Recreation Center Location: Pine GroveApplicant(s): Pine Grove Cemetery Organization Alternate Contact: James WashingtonAddress: 731 Piney Woods Rd City Columbia State SC Zip Code 29210Home/Cell Phone: 803-750-6966 Work Phone: NA Email: washington5848@att.netDOB: 23 January 1947 DATE of EVENT: 3rd Tuesday January, April, July & October # OF GUEST: 20EVENT TIME: One hour SET-UP TIME: 15 minutes CLEAN-UP TIME: 15 minutes

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				
<b>Adult Activity Center (3HR min)</b>	<b>Fee</b>	<b>After Hours</b>				
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 \_\_\_\_\_ Date \_\_\_\_\_ Receipt# \_\_\_\_\_ Bal \_\_\_\_\_

Deposit: Check# \_\_\_\_\_ Cash \_\_\_\_\_ Credit Card \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_ Receipt# \_\_\_\_\_ Bal \_\_\_\_\_

Office Use Only: Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Verified in MYREC: Yes/No

Exhibit B  
Procedures Governing Facility Usage

N/A All residents outside Richland County will pay a regular rental fee plus 20%.

N/A 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.

N/A 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.

N/A 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.

X [Signature] The Administrative Coordinator or designee determines space availability and times of usage.

X [Signature] 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)**

X [Signature] 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.

X [Signature] 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.

X [Signature] Lobby furniture shall not be rearranged or removed.

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

X [Signature] 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.

X [Signature] No admission charge or selling of goods and/or services is allowed without prior approval from RCRC.

X [Signature] 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: \_\_\_\_\_)

- 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**.

X [Signature] 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.

X [Signature] 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.

X [Signature] 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.

X [Signature] 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)**

X [Signature] 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.

X [Signature] 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.

X [Signature]  
User Signature

21 January 2020  
Date



# Piney Grove Cemetery Organization (PGCO)

## Constitution/Bylaws

### I. NAME

The name of this non-profit organization shall be The Piney Grove Cemetery Organization. (PGCO)

Tax Map Number: 002898-01-007

Cemetery Address: Piney Grove Cemetery (No mail box available)  
433 Piney Grove Road  
Columbia, SC 29210

Mailing Address: Piney Grove Cemetery Organization  
C/o Wilhelmina Kinard  
343 Jacob Road  
Columbia, SC 29210

### II. PURPOSE

(A) To oversee and provide rules and guidelines governing the cemetery.

**(See rules below)**

1. Graves, Plots, and Authentication
2. Assessments/Fees/Penalties, Grave(s) Sale
3. Burial /Grave Marker Policies
4. Maintenance
5. Cemetery Entry
6. Abandon Plot(s)/Grave(s) Disposition
7. Approved Forms and General Information

(B) To collect and disburse funds of the PGCO.

(C) To keep records of family plots by names and numbers.

- (D) To provide a means for collectively addressing cemetery problems as a whole and draw upon resources to implement solutions.
- (E) To provide a means for the general upkeep and appearance of cemetery.
- (F) To inform co-owners of all pertinent matters pertaining to the cemetery.

### **III. MEMBERSHIP**

Membership shall be open to all persons who have a financial obligation or patronage in the Piney Grove Cemetery and are interested in and supportive of the Pine Grove Cemetery Organization and who subscribe to the organization's Constitution, Bylaws and Rules.

Members should be in good standing with all fees.

### **IV. FEES**

- (A) Annual maintenance fees (January - December) and assessments shall be determined by the PGCO per family plot and shall be payable no later than June 30 of each year. (See Rule #2)
- (B) Maintenance fees and assessments must be current prior to a burial in the cemetery. Fees are retroactive to the last payment.
- (C) Funeral Directors must obtain written clearance from the Piney Grove Cemetery Organization prior to any activity in the cemetery.

### **V. MEETINGS**

The PGCO shall meet quarterly on the third Tuesday of the months of January, April, July, and October. Special meetings may be called by the President as deemed necessary.

### **VI. OFFICERS**

Members in good standing of the PGCO shall be eligible for appointed or elected office. (Good standing – All fees current) The officers shall be:

President, Vice President, Secretary, Treasurer/Financial Secretary, and Chaplain.

Officers shall be elected for a four (4) year term and may be elected for an additional term after the office has been vacated for at least one (1) year.

## **VII. DUTIES OF OFFICERS**

### **President**

It shall be the duty of the President to preside at all meetings; to prepare the agenda; to oversee all communications; to appoint committees; to approve expenditures, to appoint five (5) Trustees that are to be confirmed by the Piney Grove Cemetery Organization, to annually approve procedures established by the Secretary and Treasurer to insure records are accessible and recoverable. It is recommended that Trustee appointments, confirmation and approvals are to be completed prior to January 1<sup>st</sup> of a coming year.

### **Vice President**

It shall be the duty of the Vice President to perform all duties of the office of President in the absence, incapacitation of or at the request of the President. The Vice President shall become President if the office of President becomes vacant.

### **Secretary**

It shall be the duty of the Secretary to record minutes of all meetings; to maintain records and files of the PGCO, to establish a procedure to insure that records are accessible and recoverable. In the absence of the Secretary, the President shall appoint an acting Secretary.

### **Treasurer/Financial Secretary**

It shall be the duty of the Treasurer/Financial Secretary to collect all monies of the PGCO; to maintain a detailed record of all monies received; to deposit all monies received; to keep an accurate record of all financial matters of the PGCO; to disburse monies with appropriate approval; to assist with outgoing correspondence; to present a financial statement to the PGCO at each quarterly meeting and to establish a procedure to insure that records are accessible and recoverable.

### **Chaplain**

It shall be the duty of the Chaplain to conduct an inspirational devotion at the beginning of each meeting; to provide an inspirational closing for each meeting; to serve as a spiritual guide for the Organization.

## **VIII. TRUSTEES**

Volunteers shall be solicited to serve as Trustees per the approval of the President. The PGCO shall have five (5) trustees.

Trustees shall be appointed annually to serve a designated term of one year.

### **Duties of Trustees**

It shall be the duty of a Trustee to respond to calls related to cemetery matters; to refer callers to the appropriate source; to open the gates of the cemetery for entrance as needed.

## **IX. AMENDMENTS, BYLAWS, and RULES**

The Constitution/Bylaws of the PGCO may be amended by a 2/3 vote of members present, provided the amendment(s) has/have been presented at a previous meeting.



# Rules

## (1) Graves, Plots, and Authentication

Piney Grove Cemetery shall be used for no other purpose than the burial of human remains, including ashes of human remains. The actual land/property ownership is retained by the cemetery. Members only have burial rights by paying fees described hereafter.

### A. Graves –

The normal size of a burial space (grave) is four feet by eight feet (4 ft. X 8 ft.)

Larger or smaller burial spaces will be allocated by the PGCO as necessary.

### B. Plots –

In the late 1800's the original Piney Grove families by name were given the right to be buried in plots. A plot is a parcel of land in the Piney Grove Cemetery property dimensioned by the founders of the Cemetery. Within a plot are a number of burial spaces (greater than 1)

#### 1. Plot ownership and succession

A plot is generally owned by a family. The family names have been passed down through generations to the present co-owner. Upon the death of the original owner the legal order of succession is as follows:

- Surviving spouse and the owner's children
- Owner's parents

- Owner's brother and sisters
- Owner's closest next of kin (*Authentication of next of kin must be a reasonable understandable progression with a link to the original owner. Such authentication is to be presented verbally or in writing to a Trustee and the President of the PGCO.*) The organization reserves the right to accept or reject authentication presented.

### **C. Transfer of and Grave Ownership**

No transfer, sale or assignment of a plot, or grave, or any interest therein shall be valid until such has been approved by the currently listed co-owner and the PGCO.

All transfers, sales or assignments shall be presented to at least one Trustee and the President of the PGCO. Following the presentation and the initial approval or disapproval, they are to be reviewed by the PGCO at a regularly scheduled or call meeting.

Legal documents such as **wills** denoting transfer shall be considered following presentation by the PGCO.

Any transfer, sale or assignment of a plot, or grave not approved by the PGCO shall be considered null and void.

### **D. Grave/Plot Policies**

All plots and graves shall be subjected to the rules and regulations heretofore established or which may hereafter be established, whether or not the same appear in the Bylaws and Rules adopted when acquired or after the sale of such plots or graves.

The PGCO reserves the right to resurvey and subdivide any plot or parts thereof.

All ground breaking for graves, interments and dis-interments shall be done only after approval by the PGCO.

Before a disinterment may be made, there must be obtained the written consent of the currently listed co-owner of the plot, PGCO, and an order from legitimate court authority.

As necessary, the approval instrument for disinterment shall be supplied by the PGCO.

## **(2) Assessments/Fees/Penalties, Grave(s) Sale**

### **A. Maintenance Fee (Plot and Grave Owners)**

All plot and grave owners are required to pay an annual maintenance/administration fee. The fee is **\$ 30.00** per year. The annual fee covers the period of January through December.

This fee is to payable no later than June 30<sup>th</sup> of each year. Should the annual fee be delinquent August 1<sup>st</sup>, a **33.3%**, **(\$10.00)** delinquent penalty is added for that year which totals **\$40.00**.

In subsequent delinquent years the annual fee/ assessment is **\$40.00** beginning January 1<sup>st</sup> and will remain so for each year until fees are caught up. The year following settlement of delinquent fees or assessments, the maintenance fee returns to the standard **\$30.00** per year.

Other assessments may be levied to Plots or Grave co-owners by the PGCO. Such assessments may not only involve delinquent fees but also corrections of violated cemetery appearance rules, headstone procurement, etc.

(For information regarding fees on newly purchased graves, see sale of graves below)

## **B. Sale of Graves by Plot Owners**

A current co-owner in good standing, i.e., fees current, are allowed to sell a grave or graves under the following policies:

- Only co-owners approved by the PGCO are allowed to sell graves
- The PGCO must be notified in writing and approval given prior to the sale by the co-owner.
- Any sale, purchase or transfer not approved by the PGCO shall be considered null and void.
- The land/property is not sold, only the rights to be buried.
- All intended users must exist in human form when the grave is sold and purchased.
- The intended user must be clearly identified within the written document.
- Selling a grave does not relieve plot co-owners of the annual assessment; the annual assessment rules remains in effect.

## **C. Sale of Graves by Grave Owners**

A current grave owner may only sell an unneeded grave(s) back to PGCO.

## **D. Sale of Plots and Graves by PGCO**

### **1. Sale of Plots**

Plots which are already assigned, normally are not sold or for sale. However, should a plot be reclaimed, the price for a plot shall be determined by the PGCO.

### **2. Sale of Graves**

The PGCO reserve the right to sell graves.

The price of grave in the Pine Grove Cemetery is **\$1000**.

This sum must be paid with six months of the initial installment. Should payments exceed 6 months the sale shall be cancelled and funds returned to the prospective buyer.

The buyer/ intended user(s) of the grave(s) are also subject to the assessments, fees and rules above, i.e. currently, **\$30.00** per grave per year with delinquent penalties as stated.

The maintenance fee for grave(s) sold between January 1<sup>st</sup> and June 30<sup>th</sup> shall be due that year. Sales between August 1<sup>st</sup> and December 31<sup>st</sup>, the maintenance fee shall be due the following year .

## **(3) Burial / Grave Marker Policies**

### **A. Burial Policy**

In the event of a death, a trustee should be contacted to start interment process.

1. The trustee shall complete the Clearance for Burial Form (below)
2. Upon form approvals, burial is permitted.



**B. Grave Marker Policy for Burials after December 31, 2017 (2018 and beyond)**

Adherence to this marker requirement for a grave marker shall be a part of every application for interment in Piney Grove Cemetery.

1. For each interment/grave a headstone marker is required.
  - The marker shall be placed at the head of the grave above grade level no later than **six months** from the date of burial.
  - The minimum size of the visible portion of the marker is to be **(8) inches by (14) inches (8" X 14")**.
  - Marker materials must be high quality standard bronze or granite.
  - The marker must show a minimum of the person's legal name, date of birth and date of death.
  - The marker inscriptions also must be entirely visible above grade.
  - One (optional) foot marker of similar materials will be allowed per grave and must be placed at grade level.
  
2. In the event that a grave marker is not in place within **six months** of the date of burial:
  - PGCO shall purchase and install a marker in accordance with the above standards.
  - The purchase and installation cost of the marker shall be added to the plot co-owner or grave owner fees.
  - A certified letter shall be mailed informing the plot co-owner or grave owner of this action and cost.

Future burials shall not be allowed until such cost is paid.

3. In addition to the minimum grave marker and inscriptions, additional markers and inscriptions are allowed. However, if any monument, head stone, structure, inscription or marker placed on a grave shall **encroach on adjacent graves or plots**, or be determined by PGCO to be offensive or improper or injurious to the appearance of the surrounding **plots, graves** or grounds, the PGCO shall have the right to remove same.

**C. Grave Marker Policy for Burials prior to January 1, 2018**

Grave markers with inscriptions are allowed to be installed on graves interred in the Piney Grove Cemetery prior to January 1, 2018. If the grave(s) do not have a marker(s), the minimum requirements shall be as stated in (3)-B-1 above. In the case of a multiple grave marker, the marker must be within the confine of the designated grave(s). Encroachment on adjacent graves or plots is not allowed.

All designs including plot markers shall be approved by the PGCO.

The party desiring to install any marker, shall contact a Trustee to start the process.

1. The Trustee shall complete the Clearance for Marker Installation Form. (See below)
2. Upon approval, installation will be allowed.

**Notification to the PGCO however, is required to schedule a time and date for installation.**

In addition to the minimum grave markers with inscriptions, **other markers with inscriptions** are allowed. However if any monument, head stone, structure, or inscription placed on a grave or marker, shall be determined by the PGCO to be offensive, improper or injurious to the appearance of the surrounding **plots, graves** or grounds, the PGCO shall have the right to remove same.

#### **(4) Maintenance**

The PGCO has the authority to at any time enter upon any plot or grave to keep same neat, and clear of unsightly foliage which includes, trees, grass, weeds, wilted flowers, and debris.

The Cemetery reserves the right to remove any artifacts from the grave, i.e., artificial flowers, stuffed animals, ribbons, bows, dead plantings which are determined to be unsightly or faded and present a detriment to the natural beauty of the cemetery. The PGCO reserves the right to use their discretion to make these decisions.

Owners may not plant or remove any trees or shrubs without the permission of the PGCO.

#### **(5) Cemetery Entry**

##### **A. Pedestrian Gate**

The pedestrian gate is to remain open at all times unless determined by the PGCO that it should be locked.

##### **B. Vehicular Gate**

The vehicular Piney Grove Cemetery gates will be opened by a trustee upon verbal or written request.

A list of Trustee contacts and telephone numbers with keys are posted on the left column of cemetery entrance.

The PGCO reserves the right to use their discretion to make entry decisions.

## **(6) Abandon Plot(s)/Grave(s) Disposition**

PGCO may reclaim graves/plots under the following conditions.

Following reclamation, the disposition of a plot or grave shall be used as the PGCO sees fit.

However, after reclamation, if reasonable, understandable evidence is presented verbally or in writing from an appropriate descendant, provisions for burial in the Piney Grove Cemetery shall be considered by the PGCO. The final decision for entry and location shall be determined by the PGCO.

### **A. Abandoned Plots**

If no burial has been made or provisions made for satisfying fees and/or assessments for a period of 25 years, the plot or grave is automatically reclaimed by the PGCO.

### **B. Reclamation**

Where there has been no burials or provisions made to satisfy fees or assessments and the need exists to reclaim a grave or plot prior to 25 years, the procedure is as follows:

1. PGCO approval to start reclamation procedures at a regularly scheduled meeting. (Minutes to reflect)
2. Certified letter mailed to the last known address
3. Legal notice announcing reclamation in local newspaper(s). (Three printings are required)

## (7) General Information and Approved Forms

- 2018 Officers and Trustees (See below)
- Burial Permit
- Grave(s) Purchase Application
- Grave Marker Required Reminder Letter
- Grave Marker Purchased Certified of Letter
- Grave Sale Form (To be written)
- Clearance for Disinterment (To be written)

### Officers and Trustees

#### 2018 Piney Grove Cemetery Organization Officers

President	James R. Washington
Vice President	Leon O. Smith
Secretary	Iris Simpkins
Treasurer/Financial Secretary	Wilhelmina Kinard
Chaplain	Georgella Foust

#### 2018 Piney Grove Cemetery Organization Trustees

(With keys to Cemetery Gate)

MATTHEW FOUST 803-772-5663

JAMES WASHINGTON 803-750-6966

KENNETH STARKS 803-750-5164

MARK S. FOUST 803-556-2932

GLORIA GRAHAM BOYD 830-237-4142