

Subject: Fw: Pard funds in Laurens County - ATTN: Mr. Myer. Complaint on SOPRT

From: kit fay (kat@laurenscountycitizenwatch.com)

To: oig@oig.sc.gov;

Date: Friday, January 11, 2013 4:20 PM

Hello Mr. Myer,

I have a complaint about the PRT. PRT has had full opportunity to restore public trust and show how my conclusion about their lack of oversight, is inaccurate. Instead of disclosing information that shows oversight, PRT is avoiding, evading, and diverting attention from failure to disclose with irrelevant and speculative activities. Involving an agency in speculative activities is, in itself, a misuse of taxpayer monies.

Summary of my complaint (my full investigation and complaint on PRT, and supporting documents, including FOIA requests, property documents, etc. posted at http://laurenscountycitizenwatch.com/investigations/sc_parks_and_rec_department/)

- 1) PRT disburses PARD grant funding to government recipients (sponsors) who have to sign an agreement with PRT.
- 2) PRT has been giving Laurens County PARD funding for 30 years under different agreements.
- 3) PRT has never required the County to meet certain terms concerning County oversight of the use of the funding.
- 4) As a result, PARD funds have been used to build and construct a recreational facility on lands owned by the Hickory Tavern Youth Recreational Association, privately operated by Treasurer John Martin for private revenue he keeps for private use, in violation of State Ethics law, FOIA, State non-profits Act, and fundamental protections against County personnel using state dollars for private purpose. Mr. Martin is under investigation by the SOS for issues relating to non-profits and refusal to disclose bank records. SLED complaint for FOIA and other violations is open.

To reiterate the ***plain English question*** PRT is evading with empty doubletalk (see below correspondence and on my website) "Could you please address why the Department allowed Laurens County to violate PARD terms, page 7, that specify "The project sponsor must either own the site in fee simple title or have a lease/joint use agreement for a term commensurate with the duration of the agreement period indicating the sponsor has primary control and the purpose of the site is for public recreation.", and page 8 terms, which state, in summary, the sponsor must operate the facility during the time of agreement. Please explain how Laurens County's admission, which is included in the public records posted at my sight, that it never operated the park, along with the evidence of exclusive access to the Park to operate for revenue generation by Mr. Martin, meets PARD terms. The documented evidence, such as FOIA requests, news reports, and others, and my affidavit to source of these documents, is available at my website. It seems like the PARD application misrepresents the Department's oversight of it's own qualification process for grant funding."

- 5) IF PRT could disclose show how my understanding is inaccurate, if they could. Instead of making any good faith attempt to explain how PRT is making sure PART terms are met, PRT's counsel Ms. Willoughby is requesting I spend my time and money to bring my physical presence to Columbia for of 'fully explaining' some unknown thing. Surely Ms. Willoughby is not asking me to drive to Columbia

to read the emails and documentation posted on my website aloud. In the absence of any good faith disclosure as to what PRT needs me to 'explain', I can only speculate the request isn't for any real information but simply is a tactic to increase burden on me, evade disclosure, and divert attention from the fact that PRT can't refute my claims of their lack of oversight. This conduct damages the credibility of all Executive Branch agencies.

I want proof that this agency' doubletalking diverting away from failure to oversee it's own operations isn't business as usual. Corruption is like roaches, where there's one little one scurrying around you can bet there's a big nest with a bunch of it's buddies breeding and squirming. Does the Governor give PRT discretion to make terms of disbursement unenforceable at the whim of the agency? Is it usual for agencies to advertise terms of agreement for disbursements that aren't enforced? How does the Governor know the rest of the PARD sponsors aren't violating agreements of funding disbursed by PRT? How does the Governor know other type funds disbursed by PRT aren't being used in violation of disbursement terms? How does the Governor know PRT's doubletalking evasion isn't a usual approach of other Executive Branch Agencies to try to hide when they dropped the ball?

Thank you for your time.

Katrina Fay

----- Forwarded Message -----

From: kit fay <kat@laurenscountycitizenswatch.com>
To: BJ Willoughby <bjwilloughby@scprt.com>
Sent: Friday, January 11, 2013 10:49 AM
Subject: Re: Pard funds in Laurens County

I will be happy to attend upon specific reason for attendance and indication as to what needs to be explained.

From: BJ Willoughby <bjwilloughby@scprt.com>
To: kit fay <kat@laurenscountycitizenswatch.com>
Cc: Alesha Cushman <acushman@scprt.com>
Sent: Thursday, January 10, 2013 12:16 PM
Subject: RE: Pard funds in Laurens County

Dear Ms. Fay:

PRT's invitation to you to meet with us to fully explain your concerns about the administration of the PARD Program remains open. Ms. Cushman and I will be ready for our meeting with you which is scheduled for Wednesday, January 16th at 10:00 am in room 248 of the Brown Building. We will be happy to provide you with directions at your request. Look forward to seeing you then. BJ Willoughby

BJ Willoughby
 General Counsel
 SC Department of Parks, Recreation & Tourism
 1205 Pendleton St.
 Columbia, SC 29201

Phone: (803) 734-1454
 Fax: (803) 734-6719

See other postings for rest of email