Town of Pine Ridge

2757 Fish Hatchery Road
West Columbia, SC 29172
Telephone (803) 755-2500
Facsimile (803) 955-0605

JUNE 10, 2025
REGULAR SCHEDULED
TOWN COUNCIL MEETING
AGENDA

Town Council Work Session

6:30 P.M. – 6:40 P.M. Public Hearing: Ordinance 2025-08: Franchise Agreement with Ripple Fiber LLC
6:40 P.M. – 6:50 P.M. Public Hearing: Ordinance 2025-09: Amending the Business License Ordinance
6:50 P.M. – 6:52 P.M. Review of Administrative Department Report
6:52 P.M. – 6:54 P.M. Review of Police Department Administrative Report
6:54 P.M. – 6:56 P.M. Council Standing Committee Reports:
a) Finance Committee-Chair Davis & Member Dinkins
b) Property & Recreation Committee-Chair Simms & Member Sturkie
c) Employee Grievance Committee-Chair Dinkins & Members Sturkie & Urbanek
6:56 P.M. – 7:00 P.M. Informational Council Discussion

7:00 P.M. - Town Council Meeting

1. Call to Order
2. Roll Call and Determination of Quorum
3. Invocation
4. Pledge of Allegiance
5. Freedom of Information Act Compliance

Approval of Minutes

1. April 8, 2025 Regular Scheduled Council Meeting *correction*
2. May 13, 2025 Regular Scheduled Council Meeting

Old Business

1. Consideration of Ordinance 2025-05: 2025-26 Fiscal Budget
2. Consideration of Ordinance 2025-06: Amendment to the Land Development process

New Business

1. Consideration of Ordinance 2025-08: Franchise Agreement with Ripple Fiber LLC
2. Consideration of Ordinance 2025-09: Amending the Business License Ordinance
3. Presentation & discussion with Benchmark Planning on the Unified Development Ordinance update

Citizen's Comment Time – (can be emailed to vmiller@townofpineridgesc.com by 5pm on 6/9/2025)
ADJOURN

NOTICE OF PUBLIC HEARING
TOWN OF PINE RIDGE, SC

Pine Ridge Town Council will conduct a Public Hearing at **6:30pm on June 10, 2025**, in the Council Chambers at Town Hall, 2757 Fish Hatchery Road, for public comments on the following:

1. Ordinance 2025-08: Franchise Agreement-Ripple Fiber
2. Ordinance 2025-09: Business License Class Schedule Update

Written comments may be submitted. Copies of the proposed are online at: www.townofpineridgesc.com

TOWN OF PINE RIDGE
BUDGET REPORT
FOR THE ELEVEN MONTHS ENDING MAY 31, 2025

Budget	Total Annual Budget	Current Month Actual	Year to Date Actual	Year to Date %
REVENUES				
BUSINESS LICENSE	100,000.00	5,852.77	125,837.63	125.84
FINES AND PENALTIES	98,000.00	4,662.59	73,088.82	74.58
S.C. AID TO SUBDIVISION	56,000.00	0.00	41,967.75	74.94
SET-OFF DEBT - COURT F	1,000.00	64.88	64.88	6.49
SET-OFF DEBT - ADMIN F	500.00	25.00	25.00	5.00
SPECIAL -DUTY EMPLOY	1,600.00	165.00	880.00	55.00
DOMINION FRANCHISE	156,000.00	0.00	0.00	0.00
LEX CTY ACCOMMODAT	200.00	0.00	0.00	0.00
SALE OF CAPITAL ASSET	25,000.00	0.00	0.00	0.00
SANITATION FRANCHISE	500.00	0.00	240.60	48.12
ZONING	5,000.00	265.00	3,742.00	74.84
SPECTRUM/CHARTER FR	21,000.00	0.00	11,518.57	54.85
MASC - BL	240,000.00	6,692.58	11,906.12	4.96
AT&T/DIRECT TV FRANC	3,500.00	0.00	1,792.57	51.22
TNC ASSESSMENT	150.00	0.00	134.07	89.38
AMERICAN RESCUE PLA	273,946.70	0.00	0.00	0.00
SRO GRANT 24/25	97,351.00	0.00	66,880.70	68.70
INTEREST INCOME	10,000.00	693.43	8,003.01	80.03
VICTIMS FUND	18,650.00	0.00	0.00	0.00
MC-BOND ESTREATMEN	1,000.00	0.00	0.00	0.00
SUNDRY	100.00	0.00	337.11	337.11
TOTAL REVENUES	1,109,497.70	18,421.25	346,418.83	31.22
EXPENSES				
ADM. TRAINING	700.00	0.00	107.80	15.40
OFFICE SUPPLIES/PRINTI	5,500.00	443.44	4,475.15	81.37
ADM. TECH SUPPORT	11,000.00	101.50	4,972.81	45.21
PLANNING CONSULTAN	18,000.00	4,165.00	18,518.52	102.88
ACCOUNTING	11,250.00	5,993.75	11,250.00	100.00
LEGAL	4,000.00	0.00	1,909.00	47.73
PAYROLL SERVICES	2,000.00	101.35	1,377.65	68.88
INSURANCE & BONDING	25,500.00	20,231.09	35,404.37	138.84
BANK CHARGES	200.00	0.00	195.35	97.68
MILEAGE	500.00	0.00	109.87	21.97
POSTAGE	952.00	0.00	740.20	77.75
UTILITIES	17,500.00	1,161.65	15,692.26	89.67
TELEPHONE-ADMIN	2,500.00	185.54	1,852.76	74.11
INTERNET SERVICES	2,300.00	190.00	2,089.76	90.86
PUBLIC NOTICES	500.00	318.40	480.40	96.08
DUES	1,600.00	0.00	1,073.36	67.09
BUILDING & MAINTENA	20,000.00	441.36	14,758.98	73.79
NPDES PERMITS	5,500.00	0.00	4,896.73	89.03
TOWN EVENT SUPPLIES	1,000.00	0.00	1,130.61	113.06
TOWN CLEAN-UP	1,750.00	0.00	0.00	0.00
EQUIPMENT	2,000.00	0.00	0.00	0.00
CAPITAL IMPROVEMENT	5,000.00	0.00	0.00	0.00
DONATIONS	7,500.00	729.75	6,638.49	88.51
TREE LIGHTING & PARA	13,000.00	0.00	14,505.21	111.58
CHRISTMAS SNOWFLAK	6,700.00	0.00	5,413.08	80.79
MEALS AND MEETING -	500.00	0.00	100.00	20.00
REPAIR&MAINT	10,000.00	684.84	6,137.97	61.38
GAS AND OIL	14,000.00	832.19	11,717.99	83.70
PD TECH SUPPORT	7,000.00	187.50	7,265.00	103.79
POLICE DEPT.SUPPLIES	1,500.00	84.54	572.42	38.16
DUES	300.00	0.00	355.00	118.33
VEHICLE INSURANCE	12,000.00	11,447.78	19,114.75	159.29
UNIFORMS	2,000.00	154.08	1,295.14	64.76
TELEPHONE-POLICE	4,100.00	348.88	3,483.22	84.96

* Pending final audit *

TOWN OF PINE RIDGE
BUDGET REPORT
FOR THE ELEVEN MONTHS ENDING MAY 31, 2025

Budget	Total Annual Budget	Current Month Actual	Year to Date Actual	Year to Date %
COMMUNITY RELATION	1,000.00	899.00	1,430.56	143.06
LAWTRAK LICENSE	4,000.00	0.00	4,963.00	124.08
TRAINING & MEALS	1,700.00	0.00	1,899.32	111.72
SALARIES - JUDGES	9,200.00	485.52	9,146.14	99.41
JURY FEES	252.00	0.00	0.00	0.00
INDIGENT DEFENSE	800.00	0.00	0.00	0.00
COURT SUPPLIES	500.00	0.00	160.26	32.05
DETENTION FEES	100.00	0.00	0.00	0.00
COURT TRAINING	3,000.00	36.66	2,119.25	70.64
COURT ASSESSMENTS	56,000.00	5,397.60	37,474.55	66.92
COURT DEFENSE ATTOR	2,000.00	0.00	0.00	0.00
VA - TRAINING	500.00	0.00	0.00	0.00
VA - PAYROLL	10,374.24	316.29	627.28	6.05
VA - OTHER EXPENSES	2,775.76	56.27	428.99	15.45
PAYROLL	284,337.20	19,470.07	243,063.76	85.48
TAXES - PAYROLL	29,000.00	1,777.74	23,372.86	80.60
PART-TIME POLICE	5,000.00	0.00	0.00	0.00
SPECIAL-DUTY EMPLOY	1,000.00	0.00	646.16	64.62
WORKMENS COMP	12,200.00	0.00	17,942.50	147.07
RETIREMENT-POLICE	37,000.00	3,116.55	22,686.83	61.32
RETIREMENT-ADMIN.	21,067.89	1,690.39	13,501.70	64.09
SCRS GROUP LIFE ADMI	200.00	13.59	235.16	117.58
PORS GROUP LIFE PD	400.00	26.10	482.33	120.58
SRO PROGRAM 24/25	97,351.00	7,252.41	72,669.15	74.65
HEALTH INSURANCE PD	14,274.24	647.98	13,309.12	93.24
HEALTH INSURANCE AD	20,592.00	2,261.32	23,952.73	116.32
AMERICAN RESCUE PLA	273,946.70	2,109.75	119,278.04	43.54
TOTAL EXPENSES	1,106,423.03	93,359.88	807,023.54	72.94
NET INCOME	$ 3,074.67	$ (74,938.63)	$ (460,604.71)	(14,980.62)

* pending final audit *

TOWN OF PINE RIDGE
Town Council Minutes
Regular Scheduled Meeting
April 8, 2025

Council members present: Mayor Davis, Councilman Dinkins, Councilwoman Urbanek and Mayor Pro-Tem Simms

Council members absent: Councilwoman Sturkie

Staff present: Town Administrator, Mrs. Miller and Chief Neeley

Town Council Work Session
Mayor Davis opened the work session at 6:45 PM.

Review of Administrative Department Report

Mayor Davis noted that the administrative report had been provided to council members in their packets. Mayor Davis mentioned that the current budget seemed to be doing well. No questions were raised regarding the administrative department review.

Review of Police Department Administrative Report

Chief Neeley presented the police department report for March. He reported 19 reportable calls for service, 41 calls executed by Lexington County Sheriff's Office outside their purview, 0 arrests, 4 assists to other agencies, 4 requested property checks, 32 community contacts, 97 citations (46 for speeding), and 913 warnings. No questions were raised by the council members.

Council Standing Committee Reports

No reports were given from the Finance Committee, Property and Recreation Committee, or Employee Grievance Committee.

Informational Council Discussion

Mayor Davis provided information on upcoming meetings and events:

- The May 13, 2025 town council meeting will include a public hearing and first reading of Ordinance 2025-05 (2025-2026 fiscal budget).
- The same meeting will also include a public hearing and first reading of Ordinance 2025-06 (amendment to the land development process).
- A thank you letter was received from Lexington County Recreation Agent and Commission for the town's continued support of Meals on Wheels.
- At the May 13th meeting, the Pine Ridge Women's Club will be presenting a scholarship to a worthy recipient.

No additional information was shared by other council members.

Mayor Davis closed the work session.

TOWN OF PINE RIDGE
Town Council Minutes
Regular Scheduled Meeting
April 8, 2025

Council members present: Mayor Davis, Councilman Dinkins, Councilwoman Urbanek and Mayor Pro-Tem Simms

Council members absent: Councilwoman Sturkie

Staff present: Town Administrator, Mrs. Miller and Chief Neeley

Town Council Meeting

Call to Order

Mayor Davis called the regular scheduled town council meeting to order at 6:50 PM.

Roll Call and Determination of Quorum

Mayor Davis noted that all council members except one were present, confirming a quorum.

Invocation

Councilman Dinkins led the invocation.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Freedom of Information Act Compliance

The requirements of the Freedom of Information Act have been met.

Approval of Minutes

1. **March 11, 2025 Regular Scheduled Council Meeting**

Mayor Davis presented the minutes from the March 11, 2025 regular scheduled council meeting for approval.

Councilwoman Urbanek moved to approve the March 11, 2025 regular scheduled council meeting minutes. Councilman Dinkins seconded the motion. The motion passed unanimously.

Old Business

1. **Consideration of Ordinance 2025-04: 2024-2025 Amended Fiscal Budget**

Mayor Davis presented the second reading of Ordinance 2025-04, the 2024-2025 amended fiscal year budget. He explained that the mid-year budget adjustments were recommended by the auditor to help with planning for the new fiscal year.

Key points discussed:

- Revenue adjustments due to the sale of capital assets and business licenses.
- Expense adjustments, including the addition of planning consultants.
- Fringe benefits increases.

- Decision not to hire a part-time municipal clerk, zeroing out that line item.
- Total revenue adjustment from $1,111,997.70 to $1,109,497.00.
- Total expense adjustment from $1,106,590.50 to $1,106,423.03.
- Inclusion of SRO grant ($97,000) and ARP funds ($273,946) in the revenue.

Mayor Pro-Tem Simms moved to approve Ordinance 2025-04 to amend the fiscal year budget. Councilman Dinkins seconded the motion. The motion passed unanimously.

New Business

1. **Resident Janet Winders of Long Iron Court re: Lot 53 Zoning & property lines being moved without notice & HOA responsibilities**

Janet Winders of 144 Long Iron Court, West Columbia, 29172, addressed the council with concerns about zoning changes and potential flooding issues affecting her property. Key points raised:

- Purchased her home in June 2006 as the first resident in the lowest part of the neighborhood.
- A retention pond near her property has been removed, and new homes are being built close to her property line.
- Concerns about water drainage and potential flooding of her crawl space.
- Previous flooding issues led to the installation of a French drain around her house.
- Questions about rezoning of nearby lots and changes to flood zone designations.
- Concerns about the impact of new construction on water drainage in the area.

Mayor Davis acknowledged receipt of the documents submitted by Ms. Winders and assured her that the council would review the information and follow up with her.

2. **NPDES Permit SMS4 Annual report 2024 submission to DHEC**

Mayor Davis informed the council that the annual report for the storm water system had been submitted, meeting the required criteria. He thanked the town administrator for her work in ensuring compliance and completing the detailed report.

3. **Planning Commission Recommendation: Exhibit A – proposed Ordinance 2025-06 Article III – Land Development Submittal Requirements and Approval Process**

Mayor Davis presented the Planning Commission's recommendations for changes to land development processes, covering four areas:

- Minor subdivision submittal requirements
- Major subdivision submittal requirements
- General developments

- Bonded plans

He emphasized the importance of staying current with development regulations to protect land integrity and current residents.

Councilman Dinkins moved to accept the Planning Commission recommendations as submitted. Councilwoman Urbanek seconded the motion. The motion passed unanimously.

Mayor Davis suggested holding a work session with Planning Commission members to ensure alignment on the interpretation of these changes.

Citizen's Comment Time

No electronic questions were received. The mayor invited in-person attendees to address the council, but no one came forward.

Adjourn

Councilman Dinkins moved to adjourn the meeting. Mayor Pro-Tem Simms seconded the motion. The motion passed unanimously.

Mayor Davis adjourned the meeting.

Respectfully submitted,

Viki M. Miller, Town Administrator

APPROVED:

Daniel D. Davis, Mayor

Date: 13 May 2025

ORDINANCE 2025-05

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
TOWN OF PINE RIDGE)

AN ORDINANCE TO ADOPT THE

2025-2026 FISCAL YEAR BUDGET

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, requires that a municipal council shall act by Ordinance to adopt a budget pursuant to public notice; and

WHEREAS, Article IV, Section 1-401(3) of the Pine Ridge Town Code, requires that Town Council shall act by Ordinance to adopt a budget pursuant to public notice; and

WHEREAS, the public notice was published on the Town's website and in the Chronicle, which is a newspaper of general circulation, on April 10, 2025; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF PINE RIDGE, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

Section 1. **Purpose**
This Ordinance is to adopt the 2025-2026 Fiscal Year Budget.

Section 2. **2025-2026 Fiscal Year Budget**
The 2025-2026 Fiscal Year Budget, attached hereto as "Exhibit A" and made a part hereof as if fully incorporated herein is amended.

Section 3. **Severability**
If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Section 4. **Effective Date**
This Ordinance shall be effective upon its enactment by the Town Council for the Town of Pine Ridge.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF PINE RIDGE ON THIS 10TH DAY OF JUNE 2025.

Public Hearing: May 13, 2025
First Reading: June 10, 2025
Second Reading: June 10, 2025

Daniel D. Davis
Mayor

Attest:

Viki M. Miller, Town Administrator

	Approved 2024-2025 Budget	Proposed 2025-2026 Budget	Amount of Change	Percentage of Change
REVENUES				
BUSINESS LICENSE	100,000.00	100,000.00	0.00	0.00
FINES AND PENALTIES	98,000.00	98,000.00	0.00	0.00
S.C. AID TO SUBDIVISIONS	**56,000.00**	**58,741.00**	**2,741.00**	**4.67**
SET-OFF DEBT - COURT FINES	1,000.00	1,000.00	0.00	0.00
SET-OFF DEBT - ADMIN FEES	500.00	500.00	0.00	0.00
SPECIAL DUTY EMPLOYMENT	1,600.00	1,600.00	0.00	0.00
DOMINION FRANCHISE FEE	**156,000.00**	**163,000.00**	**7,000.00**	**4.29**
LEX COUNTY ACCOMODATION TAX	200.00	200.00	0.00	0.00
SALE OF CAPITAL ASSETS	**25,000.00**	**37,000.00**	**12,000.00**	**32.43**
SANITATION FRANCHISE FEE	500.00	500.00	0.00	0.00
ZONING	5,000.00	5,000.00	0.00	0.00
SPECTRUM/CHARTER FRANCHISE FEE	**21,000.00**	**16,500.00**	**(4,500.00)**	**(27.27)**
MASC-BUSINESS LICENSE	**240,000.00**	**255,000.00**	**15,000.00**	**5.88**
DIRECT TV/AT&T FRANCHISE FEE	3,500.00	3,500.00	0.00	0.00
TNC ASSESSMENT	**150.00**	**300.00**	**150.00**	**50.00**
ARP - BALANCE OF FUNDS	**273,946.70**	**0.00**	**(273,946.70)**	**0.00**
VICTIM ASSISTANCE FUNDS	18,650.00	18,650.00	0.00	0.00
GRANT INCOME-DPS-SRO 25-26	97,351.00	97,351.00	0.00	0.00
INTEREST INCOME	10,000.00	10,000.00	0.00	0.00
MC-BOND ESTREATMENT	1,000.00	1,000.00	0.00	0.00
SUNDRY	100.00	100.00	0.00	0.00
TOTAL REVENUES	**1,109,497.70**	**867,942.00**	**(241,555.70)**	**(27.83)**
EXPENSES				
ADM. TRAINING	700.00	700.00	0.00	0.00
PRINTING/OFFICE SUPPLIES	5,500.00	5,500.00	0.00	0.00
ADM. TECH SUPPORT	11,000.00	11,000.00	0.00	0.00
PLANNING CONSULTANTS	**18,000.00**	**25,000.00**	**7,000.00**	**28.00**
ACCOUNTING	**11,250.00**	**11,750.00**	**500.00**	**4.26**
LEGAL	4,000.00	4,000.00	0.00	0.00
PAYROLL SERVICES	2,000.00	2,000.00	0.00	0.00
INSURANCE & BONDING	25,500.00	25,500.00	0.00	0.00
BANK CHARGES	200.00	200.00	0.00	0.00
MILEAGE	500.00	500.00	0.00	0.00
POSTAGE	952.00	952.00	0.00	0.00
UTILITIES	17,500.00	17,500.00	0.00	0.00
TELEPHONE-ADMIN	2,500.00	2,500.00	0.00	0.00
INTERNET SERVICES	2,300.00	2,300.00	0.00	0.00
ELECTION EXPENSE	**0.00**	**4,000.00**	**4,000.00**	**100.00**
PUBLIC NOTICES	500.00	500.00	0.00	0.00
DUES	1,600.00	1,600.00	0.00	0.00

	Approved 2024-2025 Budget	Proposed 2025-2026 Budget	Amount of Change	Percentage of Change
BUILDING & MAINTENANCE	20,000.00	20,000.00	0.00	0.00
NPDES PERMITS	5,500.00	5,500.00	0.00	0.00
TOWN EVENT & SUPPLIES	**1,000.00**	**15,750.00**	**14,750.00**	**93.65**
TOWN CLEAN-UP	**1,750.00**	**0.00**	**(1,750.00)**	**0.00**
EQUIPMENT	**2,000.00**	**0.00**	**(2,000.00)**	**0.00**
CAPITAL IMPROVEMENT FUND	5,000.00	5,000.00	0.00	0.00
DONATIONS	7,500.00	7,500.00	0.00	0.00
TREE LIGHTING & PARADE	**13,000.00**	**0.00**	**(13,000.00)**	**0.00**
SNOWFLAKES	**6,700.00**	**0.00**	**(6,700.00)**	**0.00**
MEALS AND MEETING - COUNCIL	500.00	500.00	0.00	0.00
REPAIR&MAINT	10,000.00	10,000.00	0.00	0.00
GAS AND OIL	**14,000.00**	**12,500.00**	**(1,500.00)**	**(12.00)**
PD TECH SUPPORT	**7,000.00**	**8,500.00**	**1,500.00**	**17.65**
POLICE DEPT.SUPPLIES	1,500.00	1,500.00	0.00	0.00
DUES	300.00	300.00	0.00	0.00
VEHICLE INSURANCE	12,000.00	12,000.00	0.00	0.00
UNIFORMS	2,000.00	2,000.00	0.00	0.00
TELEPHONE-PD	4,100.00	4,100.00	0.00	0.00
COMMUNITY RELATIONS	1,000.00	1,000.00	0.00	0.00
LAWTRAK LICENSE	4,000.00	4,000.00	0.00	0.00
TRAINING & MEALS	1,700.00	1,700.00	0.00	0.00
SALARIES - JUDGES	9,200.00	9,200.00	0.00	0.00
JURY FEES	252.00	252.00	0.00	0.00
INDIGENT DEFENSE	800.00	800.00	0.00	0.00
COURT SUPPLIES	500.00	500.00	0.00	0.00
DETENTION FEES	100.00	100.00	0.00	0.00
COURT TRAINING	3,000.00	3,000.00	0.00	0.00
COURT ASSESSMENTS	56,000.00	56,000.00	0.00	0.00
COURT DEFENSE ATTORNEY	2,000.00	2,000.00	0.00	0.00
VICTIMS ASSISTANCE-TRAINING	500.00	500.00	0.00	0.00
VA - PAYROLL & FRINGE BENEFITS	10,374.24	10,374.24	0.00	0.00
VA - STATE FUNDS	0.00	0.00	0.00	0.00
VA - OTHER	2,775.76	2,775.76	0.00	0.00
PAYROLL	284,337.20	284,337.20	0.00	0.00
TAXES - PAYROLL	29,000.00	29,000.00	0.00	0.00
PART-TIME POLICE	5,000.00	5,000.00	0.00	0.00
SPECIAL DUTY	1,000.00	1,000.00	0.00	0.00
WORKMEN'S COMPENSATION	12,200.00	12,200.00	0.00	0.00
RETIREMENT-POLICE	37,000.00	37,000.00	0.00	0.00
RETIREMENT-ADMIN.	**21,067.89**	**22,000.00**	**932.11**	**4.24**
SCRS GROUP LIFE-ADMIN	200.00	200.00	0.00	0.00
SRO PROGRAM (DPS GRANT) 24-25	97,351.00	97,351.00	0.00	0.00
PORS GROUP LIFE-PD	400.00	400.00	0.00	0.00
HEALTH INSURANCE-PD	**14,274.24**	**27,000.00**	**12,725.76**	**47.13**

	Approved 2024-2025 Budget	Proposed 2025-2026 Budget	Amount of Change	Percentage of Change
HEALTH INSURANCE-ADMIN	20,592.00	21,600.00	1,008.00	4.67
AMERICAN RESCUE PLAN	273,946.70	0.00	(273,946.70)	0.00
TOTAL EXPENSES	1,106,423.03	849,942.20	(256,480.83)	(30.18)
NET INCOME	$ 3,074.67	$ 17,999.80	14,925.13	

STATE OF SOUTH CAROLINA	)	**AN ORDINANCE AMENDING**
	)	**THE TOWN OF PINE RIDGE**
COUNTY OF LEXINGTON	)	**LAND DEVELOPMENT**
	)	**ORDINANCE**
TOWN OF PINE RIDGE	)	

WHEREAS, the Pine Ridge Planning Commission, by a unanimous vote, recommended at its meeting held March 25, 2025, that the Town Council approve the proposed revisions to the Town of Pine Ridge Land Development Ordinance, as indicated in the attached copy marked as Exhibit A; and

WHEREAS, the Town Council has determined that the revisions in the Zoning and Land Development Ordinance are appropriate and are in the interest of the public; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF PINE RIDGE, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

Section 1. Purpose
This Ordinance is intended to amend the Town of Pine Ridge Land Development Ordinance to conform with the copy attached hereto marked as Exhibit A.

Section 2. Amendment of the Town of Pine Ridge Land Development Ordinance
The Town of Pine Ridge Zoning and Land Development Ordinance is hereby amended to conform to the attached copy marked as Exhibit A.

Section 3. Severability
If any part of this Ordinance or of the Ordinance amended and adopted is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Section 4. Effective Date
This Ordinance shall be effective upon its enactment by second reading by the Town Council for the Town of Pine Ridge.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF PINE RIDGE ON THIS 10TH DAY OF JUNE, 2025.

Public Hearing: May 13, 2025
First Reading: May 13, 2025
Second Reading: June 10, 2025

_____
Daniel D. Davis, Mayor

Attest:

_____
Viki M. Miller, Town Administrator

ARTICLE III
Land Development Submittal Requirements and Approval Process

§ 300-100. Land development application types.

A. Applications will be assigned to one of the following five categories, as determined by the Planning Official, and processed accordingly:

(1) Exempt subdivision (exempted from the definition of subdivision).

(2) Minor subdivisions.

(3) Major subdivision.

(4) Group development.

(5) Mixed-use planned development (MPD).

(a) Conservation design MPD.

B. Town of Pine Ridge review by type.

(1) The Planning Official shall review, and stamp for recording, plats for subdivisions meeting the exemption requirement and plats of re-surveys of previously recorded lots.

(2) The Planning Official shall review and stamp for recording, plats for minor subdivision of two lots.

(3) The Planning Commission shall review and approve minor subdivisions of more than two lots, major subdivisions, group developments, and planned development district (MPD) applications.

(4) Town Council shall give final approval of MPD projects in its role in the Zoning Map amendment (rezoning) process.

C. Pre-application conference. At the request of the applicant, the Planning Official shall arrange a pre-application conference to discuss requirements of this chapter, land development practices, proposed plans of the applicant, applicable provisions of the Comprehensive Plan, and related matters. The Planning Official shall invite all affected or interested agencies and may invite consultants and other persons with knowledge of land development practices and regulations.

§ 300-101. Exempt subdivision and re-survey plat submittal requirements, approval processes.

A. The Planning Official shall determine that the proposed subdivision qualifies for and meets the requirements of an exempt subdivision, or the Planning Official shall make a determination that the submitted plat is a re-survey of a previously recorded plat.

B. Within 10 working days of submission of the plat, the Planning Official shall determine that the proposed exempt subdivision conforms to applicable zoning district regulations of this chapter and shall approve, approve with changes, or reject the plat. If rejected, changes,

additional analysis, or other information necessary to make an approval determination shall be identified and transmitted to the applicant.

C. The Planning Official will transmit the approved plat to Lexington County.

D. Upon determination that all county conditions for approval have been met, the Planning Official shall sign and stamp the final plat as approved for recording.

§ 300-102. Minor subdivision submittal requirements, approval processes.

A. Definition of a minor subdivision.

(1) A minor subdivision is a subdivision that involves the creation of five or fewer lots on an existing street meeting the requirements of this chapter.

(2) A minor subdivision shall not include the extension of an existing minor or major subdivision or development under the same ownership or control which would in effect create more than five contiguous lots.

B. Two lot minor subdivision submittal requirements and approval process. Minor subdivisions created by the division of one lot into two lots shall be reviewed and approved by the Planning Official through the following process:

(1) The Planning Official shall review and approve plats of two lot minor subdivisions prior to the recording of the plat with Lexington County Register of Deeds. The purpose of this review is to assure that existing and proposed land parcels and structure are in compliance with all applicable zoning district regulations and regulations for the subdivision of land and the creation of lots of this chapter. Plats must display the correct Lexington County Tax Map Survey (TMS) number and shall be drawn to the Minimum Standards for the Practice of Land Surveying in South Carolina. Section 49-450 of the Minimum Standards Manual, states that plats must contain pertinent data and appropriate information. In addition to the information the Register of Deeds will require for recording a plat, plats submitted for approval shall contain enough pertinent data and appropriate information to make a determination of consistency with all applicable zoning and land development regulations. Plat approval is contingent upon this determination. The Planning Official shall create written guidelines that will assist and aide the applicant in submitting a plat with the pertinent information and data needed to make a determination of approval.

(2) Within 10 working days of submission of the plat, the Planning Official shall determine that the proposed two lot minor subdivision conforms to applicable zoning district regulations of this chapter and shall approve, approve with changes, or reject the plat. If rejected, changes, additional analysis, or other information necessary to make an approval determination shall be identified and transmitted to applicant.

(3) Approved plats shall be given to the applicant for transmission to the Lexington County Register of Deeds for Recording.

C. Three, four or five lot minor subdivision submittal requirements. Applicants requesting approval of a Minor Subdivision shall submit to the Planning Official a Minor Subdivision

(3) Exhibit A

Plan. The Minor Subdivision Plan shall comply with the zoning district regulations, regulations for the subdivision of land and creation of lots, and the development standards of this chapter, and shall include:

(1) General information.

(a) Name and address, including the telephone number of the developer/applicant and/or owner/applicant, and licensed contractor.

(b) North arrow, scale, and date, including revision dates.

(c) Tract boundaries and acreage.

(d) Tax Map Survey Number(s).

(e) Vicinity map.

(2) Site information.

(a) Floodplain areas, wetlands, and storm drainage ditches.

(b) Location, names, and right-of-way widths of existing streets within the subject track and existing and plotted streets adjacent to the subject tract.

(c) Location and dimensions of all existing rights-of-way and easements.

(d) Political lines, if applicable, and the position of the proposed development in relation to its surroundings indicating current land use (commercial, residential, vacant, etc.) and zoning designation of the subject site and adjacent property.

(3) Planned improvements.

(a) Approximate locations, dimensions, and area of all proposed lots.

(b) Layout of all existing lots, including scaled dimensions of lots, zoning district setbacks, and lot numbers.

(c) Other site improvements. Site improvements shall address and demonstrate the project will comply with all applicable land development standards of this chapter to include:

[1] Site analysis.

[2] Phased clearing plans.

[3] Driveway standards.

[4] Water and sewer connections (if provided).

[5] Other applicable development standards.

D. Three, four or five lot minor subdivision approval process.

(1) The applicant shall submit to the Planning Official 10 copies of the Minor Subdivision

(4) Exhibit A

Plan drawn per the requirements stipulated in this section.

(2) The Planning Official shall review the Minor Subdivision Plan for completeness per the Minor Subdivision Plan submittal requirements of this section. A Minor Subdivision Plan and associated materials deemed complete by the Planning Official will be dispersed for concurrent review by the Town and County.

~~When the applicant has addressed the comments from both municipalities and resubmitted the Minor Subdivision Plan with any updates, the Planning Official shall execute the Lexington County Subdivision Agreement with the Developer and transmit the approved Minor Subdivision Plan to the Lexington County for processing which may include civil plans and construction drawings per the County's engineering and land development standards and regulations.~~

~~(2)~~(3) When all comments are addressed or reviews waived, ~~and the Lexington County Subdivision Agreement is in place,~~ the Minor Subdivision Plan and any civil plans and construction drawings per the County's engineering and land development standards and regulations will be placed on the agenda for the next regular Commission meeting scheduled at least 20 days after the Minor Subdivision Plan is filed and distribute copies of the Minor Subdivision Plan to the Planning Commission.

~~(3)~~(4) The Planning Commission shall consider compliance of the proposed Minor Subdivision with the applicable subdivision regulations and design standards and required improvements and zoning regulations per this chapter, the impact on public facilities, and compliance with the goals and objectives of the Comprehensive Plan.

~~(4)~~(5) The Planning Commission shall approve, approve conditionally, or disapprove the Minor Subdivision Plan. If the Minor Subdivision Plan is disapproved or approved conditionally, the reasons for such action shall be conveyed to the applicant. The reasons for disapproval shall refer specifically to those parts of the Comprehensive Plan, ordinance, or regulation with which the Minor Subdivision Plan does not conform. If granting a conditional approval, the Planning Commission may require the applicant to resubmit the Minor Subdivision Plan with all recommended changes before approving said Minor Subdivision Plan. The Planning Commission may direct the Planning Official to review the resubmitted Minor Subdivision Plan and to make a determination of approval, or it may require that the resubmitted Minor Subdivision Plan be brought before the Planning Commission for review at the next regular Planning Commission meeting scheduled at least 10 days after the resubmitted Minor Subdivision Plan is filed.

~~(5) Once Planning Commission approval of the Minor Subdivision Plan is granted, the Planning Official shall execute the Lexington County Subdivision Agreement with the Developer and transmit the approved Minor Subdivision Plan to the Lexington County for processing which may include civil plans and construction drawings per the County's engineering and land development standards and regulations.~~

(6) When Lexington County has approved the final plat, it shall be transmitted to the Planning Official for final review and approval for recording.

§ 300-103. Major subdivision submittal requirements, approval processes.

A. Definition of a major subdivision. A major subdivision is any subdivision that is not exempt as a subdivision or does not qualify as a minor subdivision.

(5) Exhibit A

B. Major subdivision submittal requirements. Applicants requesting approval of a Major Subdivision shall submit to the Planning Official 10 copies of a major subdivision plan. The major subdivision plan shall comply with all zoning district regulations, regulations for the subdivision of land and creation of lots, and the development standards of this chapter, and shall include:

(1) General information.

(a) Name and address, including the telephone number of the developer/applicant and/

(6) Exhibit A

or owner/applicant, and licensed contractor.

(b) North arrow, scale, and date, including revision dates.

(c) Tract boundaries and acreage.

(d) Tax Map Survey Number(s).

(e) Vicinity map.

(2) Site information.

(a) Floodplain areas, wetlands, and storm drainage ditches.

(b) Location, names, and right-of-way widths of existing or platted streets within and adjacent to the subject tract.

(c) Location and dimensions of all existing rights-of-way and easements.

(d) Political lines, if applicable, and the position of the proposed development in relation to its surroundings indicating current land use (commercial, residential, vacant, etc.) and zoning designation of the subject site and adjacent property.

(3) Planned improvements.

(a) Approximate location and layout of proposed streets, roads, sidewalks, paths, trails, open space, and greenways.

(b) Approximate locations, dimensions, and area of all proposed lots.

(c) Layout of all existing lots including scaled dimensions of lots, zoning district setbacks, and lot numbers.

(d) Total number of lots (existing and/or proposed).

(4) Land development standards. Plans shall address and demonstrate the project will comply with all applicable land development standards of this chapter:

(a) Site analysis.

(b) Phased clearing plans.

(c) Street standards.

(d) Driveway standards.

(e) Underground wiring.

(f) Water and sewer connections.

(g) Streetlighting.

(h) Other applicable development standards.

(5) Phased development. If the applicant intends future phases of development, location of

(7) Exhibit A

future phases shall be shown on the major subdivision plan. The applicant is encouraged to submit a Major Subdivision Plan of the entire track ultimately to be developed, although the present plans may only call for development of part of the property.

C. Major subdivision approval process.

~~(1)~~ The applicant shall submit to the Planning Official 10 copies of the major subdivision plan drawn per the requirements stipulated in this section. The applicant shall also submit an unexecuted draft of the Lexington County Subdivision Agreement and a completed Bond Estimate Template with all relevant unit quantity takeoffs, as necessary, for review and comment.

(2) The Planning Official shall review the major subdivision plan and Agreement for completeness per the major subdivision plan submittal requirements of this section. A major subdivision plan and associated materials deemed complete by the Planning Official will be dispersed for concurrent review by the Town and County.

~~When the applicant has addressed the comments from both municipalities and resubmitted the Major Subdivision Plan with any updates, the Planning Official shall execute the Lexington County Subdivision Agreement with the Developer and transmit the approved Major Subdivision Plan to the Lexington County for processing which may include civil plans and construction drawings per the County's engineering and land development standards and regulations.~~

~~(2)~~(3) When all comments are addressed or reviews waived, the major subdivision plan and associated materials will be~~When all comments are addressed and the Lexington County Subdivision Agreement is in place, the Major Subdivision Plan will be~~ placed on the agenda for the next regularly scheduled Planning Commission meeting scheduled at least 20 days after the major subdivision plan is filed, and copies of the major subdivision plan will be distributed to the Planning Commission.

~~(3)~~(4) The Planning Commission shall consider compliance of the proposed major subdivision with the applicable land development regulations and design standards and required improvements and zoning regulations per this chapter, the impact on public facilities, and compliance with the goals and objectives of the Comprehensive Plan.

~~(4)~~(5) The Planning Commission shall approve, approve conditionally, or disapprove the major subdivision plan. If the major subdivision plan is disapproved or approved conditionally, the reasons for such action shall be conveyed to the applicant. The reasons for disapproval shall refer specifically to those parts of the Comprehensive Plan, ordinance, or regulation with which the major subdivision plan does not conform. If granting a conditional approval, the Planning Commission may require the applicant to resubmit the major subdivision plan with all recommended changes before approving said Major Subdivision Plan. The Planning Commission may direct the Planning Official to review the resubmitted major subdivision plan and to make a determination of approval, or it may require that the resubmitted major subdivision plan be brought before the Planning Commission for review at the next regular Planning Commission meeting scheduled at least 10 days after the resubmitted major subdivision plan is filed.

~~(5) Once Planning Commission or Planning Official, as applicable, approval of the major subdivision plan is granted, the Planning Official executes the Lexington County Subdivision Agreement with the developer and shall transmit the approved major~~

(8) Exhibit A

~~subdivision plan to Lexington County for processing, which may include civil (engineering) plans and construction drawings per the County Engineering and land development standards and regulations.~~

(6) When the Lexington County has approved the final plat, it shall be transmitted to the Planning Official for final review and approval for recording.

D. Major subdivision performance guarantee.

(1) Subject to the approval of a major subdivision final plat, the developer/owner shall deposit with the Town a performance financial guarantee in the minimum amount of ~~15~~25% of the total cost of improvements, as calculated using the Bond Estimate Template and approved by the Town and County and in accordance with Section 300-107, to cover any expenses associated with correcting and repairing any defects which may surface during the Lexington County warranty period.

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The "Lexington County warranty period" is the two-year period after final plat approval for recording and covers the design and performance of new streets and storm drainage systems to the satisfaction of the County Public Works Stormwater Division. The Lexington County Public Works Department shall review and approve documentation of the total cost of improvements made under county requirements. In the event defects do surface and the developer does not correct said defects, the Town, in coordination with the county, may take action to do so using the deposited funds. In the absence of any defects or where the cost of any needed repairs is less than the amount deposited, the balance shall be returned to the developer/owner at the conclusion of the warranty period. At the conclusion of the warranty period, the county may accept said dedicated streets and other improvements into the county maintenance system. The performance financial guarantee shall be one of the following and approved by the Town Attorney:

(a) Surety bond made out to the Town of Pine Ridge from a surety bonding company authorized to do business in South Carolina.

(b) Irrevocable letter of credit from a bank or other reputable institution.

(c) Escrow account where applicant may deposit cash or other instruments readily convertible into cash at face value with the Town or to the Town in escrow with a bank.

(d) Prepayment to the Town with any unexpended funds to be returned to the applicant.

(e) Other financial assurances. Such other financial assurances that the Town Attorney finds will reasonably guarantee the availability of a minimum of ~~1~~25% of the total cost of improvements to cover any expenses associated with correcting and repairing any defects which may surface during the warranty period, to be calculated based on the Bond Estimate Template and approved by Lexington County in form and content.

E. Any document providing such financial guarantee required under this section shall be in such form and substance as specified by and satisfactory to the Town Attorney. The required performance financial guarantee (completed and fully executed) shall be a condition of final plat approval and shall be delivered to and approved by the Town Council prior to the recordation of the final plat and/or the subdivision of the affected property by plat, deed, or otherwise. Written approval from the Lexington County Public Works Department shall mean the final plat accurately depicts as-built conditions as approved and inspected by the County Public Works Department, and/or other applicable departments.

§ 300-104. Group developments.

A. Group development defined. A group development is a development of a single tract of land or adjacent tracts of land under the same ownership or control. Group developments include commercial, retail, industrial, institutional, multifamily residential, recreational camps, and manufactured home parks. A group development may consist of a single-use, single- occupant building or a multi-use, multi-occupant complex. Examples are shopping centers and malls, a single commercial business, office parks, industrial parks, apartment buildings and complexes, and big box retail. No zoning permit shall be issued by the Town of Pine Ridge and no building permit shall be issued by Lexington County for a group development

(10) Exhibit A

until the following process has been completed.

B. Group development site plans. The applicant shall submit to the Planning Official 10 copies of the group development site plan drawn per the requirements as stipulated below. The group development site plan shall comply with all zoning district regulations, regulations for the subdivision of land and creation of lots, and the development standards of this chapter, and shall include:

(1) General site plan information.

(a) Tax Map Survey (TMS) number(s) for the subject parcel(s).

(b) Contact information for the responsible party.

(c) The group development site plan shall be on one plan sheet and must be of sufficient scale to show the entire subject parcel, adjacent boundary lines of adjoining properties, and abutting roads.

(d) TMS number, owner information, and land use (commercial, residential, vacant, etc.) and zoning designation of subject and adjoining properties.

(e) Right-of-way of abutting road(s).

(f) Existing and proposed encroachments (curb cuts).

(g) All existing and proposed structures, their size, height, elevation, and their setbacks from property lines.

(h) Flood zone and wetlands verification and base flood elevation as applicable.

(i) Total acreage in the tract proposed for group development and a statement of total contiguous acreage owned by the developer(s).

(j) The location of all proposed utilities and storm drainage easements.

(k) The location of topographical lines [closest available contour intervals. United States Geological Survey (USGS) contours acceptable].

(l) The intended use of each building and (if multiple use) number of units the building is designed to accommodate.

(m) Location, layout, and circulation of proposed drive ways, sidewalks, paths, trails, and greenways.

(n) Vicinity map.

(2) Landscaping. A landscape plan per Part 7 of this chapter, including all required buffers, screening, landscaping, open space, and tree protection provisions of this chapter. The landscape plan shall:

(a) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.

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(b) Indicate the location and dimensions of landscaped areas (including required buffers, screening, interior parking, open space, and other landscaping), plant materials (planting schedule), decorative features, etc.

(c) Trophy tree site design including:

[1] Existing location and size of all trophy trees.

[2] Trees to be removed.

[3] Trees to be preserved.

[4] Percent of significant trees to be removed from the buildable area.

(3) Parking. The site plan must include an off-street parking facilities plan designed in accordance with the off-street parking regulations of this chapter. The plan must include:

(a) The required number of parking spaces per the zoning district regulations of this chapter.

(b) The required number of handicapped parking spaces and their locations.

(c) Parking slip and aisle dimensions.

(d) Off-street loading.

(e) Parking area landscaping per the landscaping provisions of this chapter.

(f) Site parking, aisles, vehicular and pedestrian ingress and egress, loading zones, etc., shall be laid out to facilitate safe and efficient internal vehicular and pedestrian traffic circulation.

(4) Signage. The applicant is not required to submit sign permit applications at the time of Group Development application submittal. The developer may, however, opt to include the signage plan per the signage regulations of this chapter. Final certification (certificate of occupancy) shall not be granted until any required sign permits have been applied for and approved per the provisions of this chapter.

(5) Plans shall address and demonstrate the project will comply with all applicable land development design standards of this chapter to include:

(a) Site analysis.

(b) Phased clearing plans.

(c) Street standards.

(d) Driveway standards.

(e) Underground wiring.

(f) Water and sewer connections.

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(g) Streetlighting.

(h) Other applicable development standards.

C. Group development site plan approval process.

(1) The Planning Official shall review the group development site plan for completeness per the submittal requirements of this section. A group development site plan and associated materials deemed complete by the Planning Official will be dispersed for concurrent review by the Town and County.

(2) When all comments are addressed or reviews waived, the group development site plan and any civil plans and construction drawings per the County's engineering and land development standards and regulations will be placed on the agenda for the next regular Commission meeting scheduled at least 20 days after the group development site plan is filed and distribute copies of the group development site plan to the Planning Commission.

~~(1)~~(3) ~~The Planning Official shall review the group development site plan for completeness. A site plan deemed complete by the Planning Official will be placed on the agenda for the next regular Planning Commission meeting scheduled at least 20 days after the site plan is filed. The Planning Official shall distribute copies of the site plan to all affected Town and/or county agencies for review and comment. The Planning Official shall present the application to the Planning Commission in a staff report with the Planning Official's analysis and recommendations and any other county agency's comments that have been received by the Planning Official.~~ The Planning Commission shall consider the prevention of traffic hazards and the provisions of off-street parking and required utilities. In addition, the Commission will consider compliance of the proposed group development with the applicable zoning and design standards and required improvements per this chapter and with the goals and objectives of the Comprehensive Plan.

~~(2)~~(4) The Planning Commission shall approve, approve conditionally, or disapprove the group development site plan. If the site plan is disapproved or approved conditionally, the reasons for such action shall be conveyed to the applicant. The reasons for disapproval shall refer specifically to those parts of the Comprehensive Plan, ordinance, or regulation with which the plan does not conform. On conditional approval, the Planning Commission may require the applicant to resubmit the site plan with all recommended changes before approving said plan. The Planning Commission may direct the Planning Official to review the resubmitted site plan and to make a determination that the conditions have been met and grant approval, or it may require that the resubmitted plan be brought before the Planning Commission for review at the next regular Planning Commission meeting scheduled at least 10 days after the resubmitted site plan is filed.

~~(3)~~(5) Once Planning Commission or Planning Official, as applicable, approval of the group development plan is granted, the Planning Official shall transmit the approved group development plan to Lexington County for processing~~, which may include civil (engineering) plans and construction drawings per Lexington County Engineering and land development standards and regulations.~~.

§ 300-105. Mixed-use planned developments (MPD).

(13) Exhibit A

A. Development standards for MPD. The applicant may propose alternate regulations specific for the proposed MPD regarding signage, parking, buffers, screening, open spaces, and landscaping, etc.; which, if approved, shall become the regulations for the MPD. If no alternate regulations are proposed, the regulations for the primary zoning districts per this chapter shall apply. The following principles shall be considered in creating MPD development standards:

(1) Residential dimension requirements. Residential density, building setbacks, and

(14) Exhibit A

building heights shall be determined by the scale of the project in relation to its surroundings and its impact on existing and proposed support facilities such as transportation, water and sewer systems, recreational facilities, etc.

(2) Overall site design. Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, size of structures, street patterns, and compatibility of uses.

(3) Parking and loading. Unless alternate standards are specified in an approved development plan, off-street parking and loading spaces for the various uses proposed for the MPD shall comply with the standards for off-street parking and interior landscaping of this chapter.

(4) Buffer areas. Buffer areas shall be required for peripheral uses and shall be provided in accordance with the requirements for adjacent uses prescribed in this chapter, unless alternate standards are specified in an approved development plan. There are no specific buffer area requirements for internal use, but buffers should mitigate impacts of intensity of uses and/or to serve as transitions between uses.

(5) Streets and street improvements. Private streets may be permitted in the MPD, provided such streets meet the design and construction standards for public streets of the Lexington County Design Manual and other applicable land development regulations. The applicant must provide an acceptable private streets maintenance plan to the Planning Commission for review and approval. The Planning Commission may consider alternate private street design standards in consideration of site-specific factors including the following:

(a) Limited use.

(b) Site topographic or geophysical conditions.

(c) Stormwater management.

(d) The preservation of any natural features on the site.

(e) The avoidance of areas of environmental sensitivity.

(f) The minimizing of negative impacts and alteration of natural features.

(g) The avoidance of adversely affecting ground water and aquifer recharge.

(h) The reduction of cut and fill.

(i) The avoidance of unnecessary impervious cover.

(j) The prevention of flooding.

(k) The accounting for other site-specific design considerations.

(6) Landscaping and common open space. Landscaping and open space requirements for each MPD shall comply with the provisions of this chapter, unless alternate standards are specified in an approved development plan.

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(7) Signage. Signage shall be in harmony, in scale with, and reflective of the proposed development. Unless alternate standards are specified in an approved development plan, signage shall comply with the standard signage regulations of this chapter.

B. Site plan requirements.

(1) A site plan showing the proposed development of the area (zone) shall be a prerequisite to approval of an MPD rezoning. The site plan shall adhere to the minimum area and development standards requirements of this section and shall address or show the following:

(a) The proposed title of the project, project designer, and the developer.

(b) The boundaries of the property involved; the general location of all existing easements, property lines, existing streets, and buildings; and other existing physical features on the project site.

(c) The approximate location of existing and proposed sanitary and storm sewers, water mains, streetlighting, and other service facilities in or near the project.

(d) The general location and dimensions of proposed streets.

(e) The conceptual land use plan.

[1] Area by land use (i.e., retail, single-family detached residential, multifamily, townhouses, office, park, green space, etc.).

[2] Specific uses proposed to be allowed for each area.

[3] A tabulation of the number of acres in each use area.

[4] Maximum densities expressed in dwelling units per net acre for residential uses, and floor/area ratio for nonresidential uses.

[5] Building setbacks.

[6] Maximum building heights.

[7] The position of the proposed development in relation to its surroundings. Current land use (commercial, residential, vacant, etc.) and zoning of the subject site and adjacent property and a site location (vicinity) map shall be provided.

(f) Proposed plan for development in phases, as applicable.

(g) Location, layout, and circulation of proposed drive ways, sidewalks, paths, trails, and greenways.

(h) Open space.

(i) Alternate design standard plans to include, as applicable:

[1] Parking and loading.

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[2] Buffers, landscaping, and common open space.

[3] Street design.

[4] Signage plan.

(j) Land development standards. Plans shall address and demonstrate the project will comply with all applicable land development standards of this chapter:

[1] Site analysis.

[2] Phased clearing plans.

[3] Street standards.

[4] Driveway standards.

[5] Underground wiring.

[6] Water and sewer connections.

[7] Streetlighting.

[8] Other applicable development standards.

(2) The Planning Commission may establish additional requirements for site plan approval, and in special cases, may waive a particular requirement if, in the opinion of the Commission, the inclusion of that requirement is not essential to a proper assessment of the project.

C. Action by the planning commission and Town council. The Planning Commission may recommend to the Town Council to approve the plan and application to establish an MPD, including specific modifications to the plan, or to deny the application to rezone to establish an MPD. The Town Council shall approve the plan and application to establish an MPD, include specific modifications to the plan as conditions for approval, or deny the application to rezone to establish an MPD. The public notice and public hearing requirements for Zoning Map amendments per Part 14 shall apply.

D. Development process of approved mixed-use planned developments.

(1) If the request for an MPD rezoning is approved through an ordinance amendment of the Official Zoning Map by Town Council, site development plans and the final plat approval process may proceed. Improvement guarantees may be granted for substantially completed projects per improvement guarantee provisions as may be established by the Town.

(2) After the final plat for the MPD has been recorded, building and sign permits shall be issued in accordance with the approved plan as a whole, or in phases or portions thereof, per an approved phased development plan as defined in this chapter. Said permits shall be issued in the same manner as for building and sign permits generally.

E. Changes to approved mixed-use planned development plans.

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(1) Minor changes in an approved MPD site plan may be accommodated and approved by the Planning Official upon a finding that such changes are:

(a) In accordance with all applicable regulations in effect at the time of the creation of the MPD district; or

(b) In accordance with all applicable regulations currently in effect;

(c) Not major changes as defined below.

(2) Major changes to an approved MPD shall constitute an amendment to this chapter and must be made through the procedures provided for in this chapter for text and map amendments. The following constitutes major changes:

(a) Any increase of 15% or greater in intensity of use. An increase in intensity of use shall be an increase in usable floor area; an increase in the number of dwelling or lodging units; an increase in the amount of outside land area devoted to sales, displays, or demonstrations; or an increase in the number of required parking spaces.

(b) Any reduction in the amount of open space or buffer area resulting in a decrease of more than 10%, or any substantial change in the location or characteristics of open space.

(c) Any change in use from one use group to another.

(d) Substantial changes in pedestrian or vehicular access or circulation.

F. Vested rights.

(1) A vested right is the right to undertake and complete the development of an MPD under the terms and conditions provided in this section. A vested right is established for two years upon the approval of an MPD plan, including a phased development plan as provided herein.

(2) A vested right may be extended at the end of the vesting period for an additional 12 months, or 36 months for a phased development plan, upon request by the applicant and a determination by the Town Council that there is just cause for extension and that the public interest is not adversely affected. A validly issued building permit does not expire or is not revoked upon expiration of a vested right, except for public safety reasons.

(3) Revocation. A vested right is subject to revocation by the Town Council upon determination, after notice and public hearing, that there was a material misrepresentation by the landowner or substantial noncompliance with the terms and conditions of the original or amended approval.

(4) Application of other regulations.

(a) A vested right is subject to later enacted federal, state, or local laws adopted to protect public health, safety, and welfare, including but not limited to: building, fire, plumbing, electrical, and mechanical codes; street design, stormwater

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management, buffers, and other development standards; and nonconforming structure and use regulations which do not provide for the grandfathering of the vested right. The issuance of a building permit vests the specific construction project authorized by the building permit to the building, fire, plumbing, electrical, and mechanical codes in force at the time of the issuance of the building permit.

(b) A change in the zoning district designation or land use regulations made after vesting that affects real property does not operate to affect, prevent, or delay development of the real property under a vested site-specific development plan or vested phased development plan without consent of the landowner. The Town Council must not require a landowner to waive his/her vested right as a condition of approval of a site-specific MPD development plan including a phased development plan.

(5) Vested rights to run with property. A vested right pursuant to this section is not a personal right, but attaches to and runs with the applicable real property. The landowner and all successors to the landowner who secure a vested right pursuant to this section may rely upon and exercise the vested right for its duration. The vested right is subject to applicable federal, state, and local laws adopted to protect public health, safety, and welfare, including but not limited to: building, fire, plumbing, electrical, and mechanical codes; street design, stormwater management, buffers, and other development standards; and certain nonconforming structure and use regulations that do not provide for the grandfathering of the vested right.

§ 300-106. Conservation design MPD.

A. Conservation design. Conservation design is a type of residential and/or commercial or industrial development where 60% or more of the developable land area is designated as undivided permanent open space, thereby permanently protecting agriculturally, environmentally, or ecologically significant areas within the parcel. The remaining developable land is subdivided into buildable lots or utilized as a group development, typically with more density in the developed portion of the project than would be found in a traditional development within a general zoning district. Conservation design projects shall be accomplished through Mixed-Use Planned Development District zoning.

B. Purpose of conservation design.

(1) The use of conservation residential subdivision and group development design seeks to optimize land use in the undeveloped portions of the Town of Pine Ridge while maintaining a balance between the preservation of agriculturally, environmentally, and ecologically significant areas and allowing for reasonable and sustainable growth. New development shall avoid disturbance of areas or elements identified as "significant." The Town of Pine Ridge Comprehensive Plan natural resources goal is to "Encourage development that preserves the natural resources in the Town." With the objective that "The Town should take steps to encourage that future development respects the natural resources in the Town. Activities such as building in flood hazard areas, filling wetlands and clear-cutting parcels should be prohibited." In keeping with these Comprehensive Plan goals and objectives, the purpose of conservation design shall be to:

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(a) Preserve the unique rural areas of the Town.

(b) Preserve agriculturally significant lands.

(c) Permit reasonable development that is in accordance with the principles of open space conservation.

(d) Accommodate the development of sustainable communities while protecting and preserving areas of agricultural, environmental, and ecological significance.

(e) Maintain separation of noncompatible land uses.

(f) Preserve the remaining scenic and natural characteristics of the Town.

(g) Promote an interconnected network of open space that promotes livable, sustainable subdivision development and wildlife habitat and corridors.

(h) Economize in the installation of infrastructure and the provision of public services.

(i) Direct development away from wetlands, floodplains, areas of highly erodible topography, and soil types unsuitable for development.

(2) To achieve these objectives, clustering is allowed on the developable portion of the land. Clustering is a subdivision and group development design method that concentrates development in specific areas on the proposed site. The purpose of clustering is to allow increased density on a portion of the parcel, while preserving the rest as permanent open space. The overall density of the entire development property remains comparable to a traditional development within the zoning district. The concept of clustering provides for flexibility in subdivision and group development design that fits the natural characteristics of the land and permits more useable open space, the preservation of prime agricultural land, and land containing one or more sensitive areas.

C. Applicability.

(1) The Town of Pine Ridge encourages the use of conservation subdivision and group development design where residential subdivisions, commercial subdivisions, and group developments are proposed on a parcel where 25% or more of the parcel has been identified by the appropriate oversight agency as agriculturally, environmentally, or ecologically significant.

(2) Those areas deemed to be of agricultural, environmental, or ecological significance, as defined below, shall, for the purposes of this chapter, be referred to as "significant." The specific characteristics of these areas are defined as follows:

D. Significant lands. Those areas deemed to be of agricultural, environmental, or ecological significance, as defined below, shall, for the purposes of this chapter, be referred to as "significant." The specific characteristics of these areas are defined as follows:

(1) Agriculturally significant land. Prime farmland soils as defined and delineated by the U.S. Department of Agriculture, and soils classified as "Soils of Statewide Importance" by the State Food and Agriculture Council comprised of the USDA state agency heads

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of the Natural Resource Conservation Service, the Farm Service Agency, and Rural Development.

(2) Erodible lands. Areas of incline, whether natural or man-made, lacking sufficient vegetation to prevent instability, erosion, or downstream siltation. The key indicator for erodible lands is a slope of 5% or greater. Areas with a 5% slope or greater are subject to review by the USDA Natural Resources Conservation Service (NRCS). The NRCS or a South Carolina registered professional engineer will make the final determination regarding the area's erodibility.

(3) Environmentally significant areas. Any tract of land that contains one or more of the following sensitive areas as defined by the SC Department of Natural Resources:

(a) Critical wildlife habitats. Areas containing elements vital to the survival of endangered or threatened species including, but not limited to, food sources and cover.

(b) Scenic natural areas.

(4) Flood hazard areas. Areas at high-risk of inundation by water as a result of a flood. Known areas of flood hazard are indicated on the Flood Insurance Rate Map (FIRM) for the Town of Pine Ridge.

(5) Scenic natural areas. Any area which contains a unique feature of the rural landscape including, but not limited to, large rock formations, hill crests, scenic rivers, mature tree stands, and/or any other feature deemed to be significant by the SC Department of Natural Resources or as demonstrated to the Pine Ridge Planning Commission and Town Council in the MPD application.

(6) Stream corridors. The primary channel of a river or stream and any portions of the floodplain adjoining the channel that is reasonably required to carry and discharge its water.

(7) Outstanding natural resource waters. Waters of high water quality as designated by the SC Department of Health and Environmental Control (SCDHEC) which are protected from any discharges.

(8) Wetlands. An area saturated by surface water or ground water such that it supports the growth and existence of vegetation suited to such areas. The key indicator for wetlands is the presence of hydric soils. Hydric soils are soils susceptible to saturation by water, as defined by the USDA Natural Resources Conservation Service. Areas containing hydric soils will be subject to review by the USDA Natural Resources Conservation Service. The United States Army Corps of Engineers will make the final determination regarding the existence of a wetland.

(9) Old-growth forests. An area containing contiguous wooded parcels of significant size, containing a rich diversity of native flora species in association typical of pre-European settlement ecosystems; areas with rare, threatened, endangered, or special species; or with ancient individual specimens, when in combination with understory species typical of pre-European settlement ecosystems. A forester with the SC Forestry Commission

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can assist in a determination of a stand qualifying as an old-growth forest.

E. Application process.

(1) A qualified conservation design MPD shall consist of a parcel in which a minimum of 60% of the parcel is designated as permanent open space. The portion of the parcel designated as permanent open space shall not be further subdivided and must be protected by a conservation easement held by the homeowners' association, local conservation commission, or land trust which is recorded with the Lexington County Register of Deeds.

(2) The developer/applicant shall supply 10 copies of a completed application to the Planning Official which includes a draft of a conservation easement for the portion of the property that will remain as permanent open space or agricultural land, and a fully dimensioned site plan, drawn to scale, which shall demonstrate, delineate, and label all of the following:

(a) The site plan shall include all the requirements of the site plans for mixed-use planned developments of this Part 10.

(b) The location and type of sensitive areas deemed to be of agricultural, environmental, or ecological significance, as defined in this section.

(c) The location and type of all proposed areas to be preserved as open space or agricultural land, including areas of mitigation and preservation.

(d) For areas of agricultural preservation, a buffer strip of at least 75 feet must be delineated. When possible, existing woodlands should be used. If not, a variety of rapidly growing indigenous trees and shrubs should be planted thickly in the buffer strip.

(e) Due to the potential environmental impacts of clustered individual on-site wastewater treatment systems (septic tanks), conservation design development requires utilization of public sewer or community on-site sewage treatment and disposal systems and public water. Community on-site sewage treatment and disposal systems shall be designed and approved under SCDHEC standards and regulations.

(f) Any other provisions not specifically required or excluded herein, as required by the zoning and land development provisions of this chapter and all other applicable Town of Pine Ridge and Lexington County ordinances.

(g) All elements of the site plan shall be readily evident upon site inspection.

(h) Elements not readily evident shall be marked for identification upon site inspection.

(i) Areas designated to remain as open space or agricultural land, or areas of conservation shall be marked for identification upon site inspection.

(j) All construction contracts shall include language protecting sensitive areas,

agricultural land, areas of conservation, and areas containing sensitive elements.

(3) Upon receipt of the application, the review process for the conservation subdivisions and group developments shall be the same as outlined in the procedures for MPD submittal and approval of this chapter. Included with the final plat, the developer shall submit an agreement regarding the liability for and maintenance of the open space. In addition, the developer must include a conservation easement/open space covenant protecting the open space from any further development.

(4) The homeowners' association, local conservation commission, or land trust shall administer the permanent open space, and is responsible for upkeep, insurance, and any other responsibilities associated with ownership and/or administration of the land. The terms and conditions of the conservation easement shall be approved by the Planning Commission.

F. Compliance. Failure to comply with the requirements of the conservation subdivision and group development design shall be cause for a stop work order on applicable permits. New permits or resume work orders shall not be issued until all requirements of this chapter are met and the required fines are paid through the courts as provided for in the Administration article of this chapter.[1]

§ 300-107. Bonded plats.

A. Bonded plat policy.

(1) It shall be the general policy of the Town of Pine Ridge that all improvements required by this chapter be completed prior to approval for recording of a final plat of a subdivision or development, or the effect of which creates lots of record that may be sold or transferred along with site improvements. However, recognizing that completion of all required improvements prior to obtaining final plat approval may not in some cases be feasible, practical, or financially possible, per S.C. Code § 6-29-1180 Surety Bonds for Completion of Site Improvements, this section provides a mechanism by which final approval may be granted, contingent upon certain required improvements being completed as and when specified by the Pine Ridge Town Council and upon the applicant providing financial guarantees for the completion of such other required improvements.

(2) Development projects or the approved development phase must be substantially complete prior to final approval through the improvement guarantee process. In general, the development must be completed except for final road surfacing, minor grading, and minor stormwater management controls. Substantially complete includes, but is not limited to, the following site improvements:

(a) Utilities installed.

[1] Water, where applicable.

[2] Sewer, where applicable.

1. **Editor's Note: See Part 11, Administration, of this chapter.**

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[3] Electricity and underground communications cables.

(b) All roads completed to all-weather construction.

(c) Major stormwater utilities (retention ponds, sedimentation basins, etc.) completed.

(d) Approvals for construction from all other applicable federal, state, and local regulatory authorities secured.

(3) The Town shall have the right to refuse any of the optional financial guarantees and require construction and installation of all improvements by the developer or any person, entity, corporation, LLC, or association in partnership with the developer where:

(a) Past performance of the developer has been unsatisfactory;

(b) The selected option is unacceptable; or

(c) For other reasons so stated.

B. Bond improvement guarantee application submittal requirements.

(1) The bond amount cost estimate shall be prepared by the engineer of record, signed and sealed.

(2) Statement of conditions prepared by the developer or his/her representative.

(3) Letter of credit or cash bond drafted with a minimum three-year expiration period.

(4) Bonded plat prepared by a SC registered professional engineer, sealed and signed.

C. Bond submittal process.

(1) The estimate shall be approved by the Town Council or Planning Commission, whichever is the final authority, with assistance from Lexington County in determining if the estimate is sufficient and reasonable. The Town shall add 25% to the determined estimated cost.

(2) The statement of conditions shall be received by the Town and forwarded to Town Attorney for review. The approval of Planning Official is required prior to acceptance of the Bond.

(3) Bonds will be entered into the Town tracking system and reviewed annually for construction progress. Projects built in phases will be completed and a formal request submitted to the county for acceptance into their system for maintenance.

(4) Bonds are tracked for the benefit of the Town. The developer shall not rely upon reminders from the Town of Pine Ridge to manage the terms of the surety instrument; however, the Town will take an active role in the process and establish a relationship with the bank or insurance company. The Town will require the bank or insurance company to sign a memorandum of understanding (MOU) as it relates to the agreement between the developer and the Town.

D. Approval of improvement guarantee bond. All bond instruments involving the infrastructure improvements will be approved by the Town Council. Bond instruments will remain in place

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until the final plat for the development has been recorded with the Register of Deeds for Lexington County.

E. Phased projects. The Town Council reserves the right to require phased projects to be completed and recorded as a final plat prior to the issuance of an additional bond for a subsequent phase.

F. Allocation of bond. Any funds received from financial guarantees required by this chapter shall be used only for the purpose of making the improvements for which said guarantees are provided.

G. Reduction of bond. As completion is progressed and documented, the Town Council may allow one reduction in letters of credit or bonds. A reduction will not be allowed without a formal inspection by the County Engineer and/or his/her designated representative and a revised estimate approved by the Town Council that covers improvement costs. The reduction shall not be greater than 25% of the original bond amount.

H. Extension of bond. If it appears to the developer that he/she may not complete construction of required improvements before expiration of his/her improvement guarantee, it shall be his/her obligation, at least 20 days prior to the first regularly scheduled Town Council meeting held prior to the expiration period, to submit an extended guarantee request. Such extension, if approved, shall be for a period of six months. A maximum of two such extensions shall be allowed. However, the maximum time allowed for a bond shall be three years, including extensions.

I. Approval for recording. Any bonded plat that is approved for recording under an improvement guarantee must be annotated as: "Bonded Plat Approved Under Improvement Guarantee." Once the terms of the improvement guarantee have been completed and the financial guarantee has been retired, it shall be the developer's responsibility to record a final plat without the bonded plat notation, and such final plat recording must be done as a condition for release of the performance guarantee upon termination of the warranty period.

§ 300-108. Development agreements.

As of the effective date of this chapter, the Town of Pine Ridge may enter into a binding development agreement with the developer for long-term developments on large tracts of land. The development agreement shall meet all the requirements under S.C. Code, Title 6, Chapter 31 § 6-31-10, et seq., "The South Carolina Local Government Development Agreement Act" (the Act). The development agreement gives the developer a vested right for the term of the agreement to proceed according to the provisions of the ordinance in existence on the execution date of the agreement per § 6-31-80 of the Act. Benefits to the Town may include enhanced development design standards, on and off-site infrastructure, public facility and other improvements and funding, affordable housing, and other benefits negotiated with the developer in return for vesting of development rights for the term of the agreement.

A. Minimum requirements.

(1) The property must contain a minimum of 25 acres of highland as defined as land above the 100-year floodplain as delineated on the official FEMA flood maps of Lexington

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County.

(2) Development time. The following table specifies the maximum term of a development agreement by the size of the project:

Maximum Term of Development Agreement By Size of Project	
Size of Project	**Maximum Term of Development Agreement**
25-250 acres of highland	5 years
> 250-1,000 acres of highland	10 years
> 1,000-2,000 acres of highland	20 years
> 2,000 acres of highland	As set by the Town and the developer

(3) The maximum term of a development agreement may be extended by a subsequent agreement.

B. Procedures for adoption of development agreements.

C. Drafting of agreement. The developer shall consult with the Planning Official, who shall consult with the Town Attorney and other staff and consultants in drafting the terms and conditions of the development agreement. The development agreement shall include, but is not limited to, all elements as required by § 6-31-60 of the Act.

D. Planning commission public hearing.

(1) The Planning Commission shall hold a public hearing. A notice of intent to consider the development agreement shall be published in a newspaper of general circulation at least 15 days prior to the hearing. The notice shall include:

(a) The specific location of the property.

(b) The proposed uses of the development.

(c) The location where a copy of the proposed agreement may be obtained.

(2) The subject property shall also be posted with a notice of public hearing at least 15 days prior to the public hearing.

(3) At the conclusion of the Planning Commission Public hearing. The Planning Commission Chairperson shall announce the Town Council's public hearing and the date, time, and place that the Town Council will hold a public hearing on the proposed development agreement. The Town Council public hearing shall be held at least 15 days after the Planning Commission public hearing.

E. Planning commission recommendation to Town Council. The Planning Commission shall review the development agreement and make a recommendation to the Town Council to:

(1) Accept the development agreement as drafted;

(2) Accept the development agreement with amendments; or

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(3) Deny the development agreement.

F. Town council public hearing.

(1) The Town Council shall hold a public hearing. A notice of intent to consider the development agreement shall be published in a newspaper of general circulation at least 15 days prior to the hearing. The notice shall include:

(a) The specific location of the property.

(b) The proposed uses of the development.

(c) The location where a copy of the proposed agreement may be obtained.

(2) The subject property shall also be posted with a notice of public hearing at least 15 days prior to the public hearing.

G. Development agreement ordinance. The proposed development agreement shall be reviewed and approved by the Town Attorney and approved by the Town Council by adoption of an ordinance.

H. Recording of development agreement. The developer shall record the development agreement with the Lexington County Register of Deeds within 14 days after the development agreement ordinance is executed.

I. Annual review. The Planning Official shall conduct annual reviews to assess the progress of the development for the purposes of determining if the developer is demonstrating good faith compliance with the terms of the agreement. The Planning Official shall prepare a written report to the Planning Commission, Town Council, and the developer within 30 days following the annual review. When the annual review reveals a material breach of the agreement, the following steps shall be taken:

J. Notice of breach. The Planning Official shall include in the report a notice of breach setting out the specific nature of the breach and the evidence supporting this determination. The notice of breach shall serve as the formal notification to the developer and shall be delivered by certified mail.

K. Corrective action plan. The developer shall have 30 days to respond with a corrective action plan with the time frame to cure the material breach. The developer should be given a reasonable time to correct the breach, commensurate with the nature of the breach. The Planning Official may approve the corrective action plan. The Planning Official shall transmit copies of the approved correction plan to the Planning Commission and Town Council. A decision of the Planning Official may be appealed to Town Council.

L. Termination of agreement. Upon failure of the developer to respond to the notice of breach within 30 days, or to correct the breach within the time given, the Town Council may unilaterally terminate or modify the agreement. However, failure of the developer to meet a commencement or completion date shall not, in and of itself, automatically constitute a material breach of the agreement, but must be judged based on the totality of the circumstances. The Town Council shall deliver a decision of termination of agreement in writing by certified mail to the developer. The developer shall have an opportunity to rebut

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the determination in executive session of Town Council, or consent to amend the agreement to meet the concerns raised by the findings and determination of the breach.

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF LEXINGTON	)	**ORDINANCE 2025-08**
	)	
TOWN OF PINE RIDGE	)	

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE FOR USE OF PUBLIC STREETS AND PUBLIC RIGHTS-OF-WAY FOR THE INSTALLATION OF FIBEROPTIC CABLE FOR THE PURPOSE OF TELECOMMUNICATIONS SERVICES

WHEREAS, the Town, pursuant to S.C. Code sections 5-7-30 and 58-9-2230 and other provisions of law, is authorized to grant franchises and other authorizations for the use and occupancy of public streets and public rights-of-way within its jurisdictional limits; and

WHEREAS, Ripple Fiber LLC, a South Carolina limited liability company, desires to use and occupy public streets and public rights-of-way to construct, install and maintain network facilities for telecommunications services within the Midlands of this State including within and through the Town; and

WHEREAS, the controlling section of the Town Code on franchises requires that the Town enter into a consent or franchise agreement with a business desiring to construct, install, maintain, operate, or continue to operate, in, on, above, or under any public street or public place under control of the Town, any line, pipe, cable, pole, structure or facility for purposes including communications, and State law requires that any franchise be granted by ordinance,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Pine Ridge, South Carolina, duly assembled and by the authority thereof, that

(1) The Council hereby approves the grant of a nonexclusive franchise to Ripple Fiber LLC, for the use and occupancy of the public streets and public rights-of-way for fiberoptic network facilities for telecommunications services, all as described in the attached Franchise Agreement. The attached Franchise Agreement is approved in the form attached or in substantially that form as may be finally agreed upon by the duly authorized representatives of the parties.

(2) The Town Administrator is hereby authorized to further negotiate the Franchise Agreement as may be needed, and the Mayor is authorized to execute and deliver on behalf of the Town a Franchise Agreement as approved above.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) **ORDINANCE 2025-08**
)
TOWN OF PINE RIDGE)

(3) This Ordinance shall become effective upon second reading adoption.

DULY ADOPTED THIS 8th day of July, 2025, under the corporate seal of the Town of Pine Ridge.

Public Hearing: June 10, 2025
First Reading: June 10, 2025
Second Reading: July 8, 2025

_____
Mayor

ATTEST:

_____
Town Administrator

TOWN OF PINE RIDGE, SOUTH CAROLINA

NON-EXCLUSIVE FRANCHISE AGREEMENT

WITH RIPPLE FIBER, LLC

This Non-Exclusive Franchise Agreement (hereinafter "***Agreement***") is made and entered into as of this ___ day of _____, 2025 ("***Effective Date***"), by and between the **TOWN OF PINE RIDGE**, a South Carolina municipal corporation (hereinafter "***Town***" or "***Grantor***") and **RIPPLE FIBER, LLC**, a South Carolina limited liability company, (hereinafter "***Ripple***" or "***Ripple Fiber***" or "***Grantee***"), having its principal office at 6000 Fairview Road, Suite 300, Charlotte, NC 28210.

WHEREAS, Grantee is a limited liability company duly organized and existing under the laws of the State of South Carolina (the "***State***"); and

WHEREAS, Grantee desires to use and occupy the streets and public rights-of- way (as hereinafter defined) located within the Town for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the Town (the "***Project***"); and

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the Town has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the Town is agreeable to allowing Grantee to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the Town in the future; and

WHEREAS, Grantee recognizes that it is responsible for obtaining for the Project any encroachment permits required by the Lexington County Department of Public Works for encroachment on any County-owned streets and roads and rights-of-way located in the Town, and any encroachment permits required by the South Carolina Department of Transportation (or other applicable State agency) for encroachment on any State-owned streets and roads and rights-of-way located in the Town, with such encroachment permits obtained listed in **Exhibit A** (the "***Encroachment Permits***"),

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Town and Grantee agree as follows:

Section 1. Grant of Authority.

1.1 Subject to the terms of this Agreement, the Town hereby grants to Grantee the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the Town of Pine Ridge. Grantee shall be solely responsible for obtaining any required consents or

encroachments from State agencies, and other county or municipal governments, or from private parties to the extent that its operations affect State, County or private property, or affects their roads, streets or highways or their rights- of-way or easements.

1.2 Grantee acknowledges that this grant of authority is for the benefit of Grantee only, and that Grantee is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

1.3 Grantee acknowledges that, to the extent allowed by State and federal law, the Town has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the Town. Grantee further acknowledges that it is subject to the requirements of current Town Code Sections 220-3, 220-4, 220-5 and 220-6. Grantee agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the Town.

1.4 This Agreement is not a grant by the Town of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the Town to use the public streets and public rights-of-way occupied by Grantee for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way, or for any public purpose.

1.5 This Agreement shall be in full force and effect from and after the date of its approval by the Town Council governing body; *provided, however*, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the Town, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

*"**Affiliate**"* means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

*"**Town**"* means the **Town of Pine Ridge, South Carolina**, and where appropriate to the context, its officers, agents, employees, and volunteers.

*"**Town Administrator**"* means the Town Administrator of the Town of Pine Ridge or his/her designee.

*"**Town Council**"* means the Town Council of the Town of Pine Ridge.

*"**Town Engineer**"* means the Lexington County Engineer, his/her designee as approved by the Town, or the designee of the Town.

*"**Town Property**"* means and includes all real property owned by the Town, including all property held in a proprietary capacity by the Town.

*"**Conduit**"* means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

*"**Duct**"* means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

*"**Fiber optic or other cable and related facilities**"* means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by Grantee in the public streets or rights-of-way in the Town used or useful for the transmission of telecommunications services.

*"**Grantee**"* or *"**Ripple**"* or *"**Ripple Fiber**"* means **Ripple Fiber LLC.**

*"**Grantor**"* means the Town of Pine Ridge.

*"**Public streets and public rights-of-way**"* or *"**public ways**"* include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by or within the Town for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the Town's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

*"**Public works project or public improvements**"* include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the Town.

*"**Telecommunications facilities**"* means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by Grantee to provide telecommunications service.

*"**Telecommunications service**"* means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty (20) years, commencing on the Effective Date ("*Initial Term*"). Unless either party gives ninety (90) days' written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional terms of ten (10) years, for a maximum of fifty (50) years (each a "***Renewal Term***"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days' written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, Grantee shall be prohibited from further access to the public rights-of-way in the Town.

Section 4. Compliance with Applicable Law. Grantee shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations, including currrent Town Code Sections 220-3, 220-4, 220-5 and 220-6. Expressly reserved to the Town is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All Grantee facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the Town.

5.1 Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the Town, Grantee shall also install its telecommunications facilities underground. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the Town, Grantee shall relocate its facilities underground within a reasonable amount of time after notification by the Town that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the Town, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.2 Grantee (and any contractors) shall visibly display the company name and contact telephone number on all work vehicles engaged in operations related to the Project. This identification must be clear, legible, and placed on the vehicle(s) for the duration of the Project.

5.3 Grantee shall establish and maintain a local office for the duration of the Project. Grantee shall furnish the Town with contact details (including names and phone numbers) of Project construction managers and site supervisors, which may be disseminated to residents as necessary, as well as the name(s) and contact information of all contractors. Grantee shall confirm with the Town Administrator, prior to commencement of the Project within the Town, daily work and clean-up hours. Grantee also shall confirm that it has conducted criminal background checks, as well as "safe digging practices" and safety training, for all construction employees and contractors. Grantee shall maintain on its website a reasonably navigable portal for providing construction feedback. Grantee shall provide a daily notice to the Town stating the names and addresses of the streets and rights-of-ways on which Grantee's construction crews will be working

that day, and shall provide to the Town Administrator weekly updates on safety action items, damage repairs, and claims and complaints of damages to third-parties in the Project area.

5.4 Grantee shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, *provided, however*, that nothing in this Agreement shall prohibit the Town and Grantee from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.5 In the performance and exercise of its rights and obligations under this Agreement, and unless an Encroachment Permit or additional encroachment permit is in place, Grantee shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or Town Property, without the prior approval of the Town or the applicable owner or other party responsible for such infrastructure. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to Grantee's interference with the facilities or infrastructure of such entity or third party are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.6 Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the Town to perform any public works or public improvements. If any facilities of Grantee interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days' after written notice by the Town (or such other period of time set forth in this Agreement or as may be agreed upon in writing by the Town and Grantee), Grantee shall, at its own expense, protect, alter, remove or relocate facilities, as directed by the Town Administrator or Town Engineer. If Grantee fails to so protect, alter, remove, or relocate equipment within such period, the Town may break through, remove, alter, or relocate the facilities of Grantee without any liability to Town, and Grantee shall pay to the Town the costs incurred in connection with such breaking through, removal, alteration, or relocation. Grantee shall also reimburse the Town for or bear any additional cost actually incurred by the Town as a result of Grantee's failure to comply with the Town's request to protect, alter or remove equipment under this Agreement. The Town may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the Town, by bringing action in any court of competent jurisdiction or exercising the Town's rights to draw on bonds or in any other lawful manner, individually or in combination. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the construction, operation, maintenance, repair or removal of such public works or public improvements or other infrastructure are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.7 Notwithstanding any other provisions of this Agreement to the contrary, during such time that Grantee is actively constructing, installing, locating, or otherwise visibly operating in an area pursuant to its Encroachment Permits, the Town agrees not to grant similar authority as given Grantee to any third party. During the term of this Agreement, the Town agrees to not

enter into a similar agreement with any competitor of Grantee on terms more favorable than those granted to Grantee.

5.8 The Town retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the Town as the Town may determine to be necessary, appropriate, or useful in response to any life- threatening emergency. The Town will endeavor to provide prior notice to Grantee of such emergencies which may impact its telecommunications facilities. If the Town is unable to provide prior notice of the life-threatening emergency as described above, the Town shall be required to notify Grantee within twenty-four (24) hours of the occurrence of such emergency. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to such entity of third party's response to any emergency situation are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.9 The facilities of Grantee shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. Grantee shall construct, maintain, and locate its telecommunications facilities so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the Town. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to Grantee's location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.10 The Town shall have the right, but not the obligation, to specifically designate the location of the facilities of Grantee with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the Town to designate the location of Grantee's facilities shall not relieve Grantee of its responsibilities in matters of public safety, as provided in this Agreement. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the specific location of Grantee's telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements,

5.11 Except in the cases of emergencies, Grantee shall not move, alter, change, or extend any of its telecommunications facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the Town Administrator and permission in writing to do so is granted, or such requirement is waived, by the Town Administrator. The Town Administrator shall either approve or deny Grantee's request to relocate its facilities within five (5) days of receipt of Grantee's request. Such permission shall not be unreasonably withheld by the Town Administrator and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the Town or by any other public utility,

public service corporation or cable operator for their respective purposes and functions. Such work by Grantee shall also be coordinated with any Town paving program through the Office of the Town Engineer. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the changed location of Grantee's telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.12 Grantee shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications facilities. Grantee shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.13 After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, Grantee shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town. Grantee shall be responsible for damage to street pavements, existing utilities, curbs, gutters, and sidewalks due to Grantee's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of Grantee to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town, after sixty (60) days' notice in writing shall have been given by the Town, the Town may cause such necessary repairs to be made and may collect the costs incurred from Grantee. The Town may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the Town, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.14 Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any Town Property more than is reasonably necessary to enable it to install or repair its telecommunications facilities, including,

but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.15 In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the Town as promptly as possible before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to such unexpected or emergency repair work are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.16 Grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

(a) Grantee shall at all times keep and maintain its facilities free of all graffiti located thereon. If the Town notifies the Grantee that graffiti is located on the facilities, Grantee shall remove the graffiti within (30) days of written notice. If Grantee defaults in its obligations hereunder, the Town may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

(b) Grantee shall keep facilities free of debris and anything dangerous and/or noxious which would create a hazard or undue vibration, heat, noise or interference.

(c) Grantee shall restore the surface of any street or property excavated within a period of 72 hours, and shall restore, within 72 hours of notification, the surface of any street which fails within one year after completion of an excavation. Streets shall be restored to the standards of the South Carolina Department of Transportation.

(d) Except upon a showing to the Town Administrator of necessity and complaince with applicable safety standards, Grantee shall not install underground lines in the public streets within two feet of any utiltiy pole, except poles to which connections are made.

5.17 Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.18 Grantee shall obtain all required permits from the Town and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. At the request of the Town, Grantee shall furnish detailed plans of the work and other required information. Grantee shall comply with all applicable ordinances and permitting requirements.

5.19 A single permit may be issued by the Town, where Town permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or

public right-of-way without a permit, Grantee shall make a report of each such excavation to the Town within 24 hours. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the Town so as not to unreasonably delay Grantee in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the permitting requirements of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.20 (a) Promptly after installation, repair or extension of the telecommunications facilities or any portion thereof or any pavement cut by Grantee in any public way of the Town, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Town Administrator. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the Town, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Town Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the Town Engineer. Grantee shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by Grantee, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the Town, as well as any other applicable authority.

5.21 (a) Grantee shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by Grantee in the installation, operation, maintenance, or extension of Grantee's telecommunications facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by Grantee after thirty (30) days' notice to do so, given by the Town to Grantee, may be removed or corrected by the Town, and the cost thereof shall be charged against Grantee and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to Town water, sanitary sewer,

storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of Grantee telecommunications facilities shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the Town shall be fully reimbursed by Grantee to the Town. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to obstruction of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(b) If weather or other conditions do not permit the complete restoration required by this Section, Grantee shall temporarily restore the affected property. Such temporary restoration shall be at Grantee's sole expense and Grantee shall only be required to make reasonable, temporary restorations based on the conditions. Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way or other infrastructure or facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(c) Grantee or other person acting on its behalf shall use and maintan suitable barricades, guards, fences, signs, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.22 Except in the case of the Town's gross negligence or intentional or willful misconduct, the Town, its officers, agents, or employees, shall not be liable for any damage to or loss of any of Grantee' s telecommunications services or telecommunications facilities within the public ways or any other areas of the Town as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the Town.

5.23 Grantee shall cooperate with the Town in coordinating its construction activities as follows:

(a) Grantee shall provide the Town with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, Grantee shall meet with the Town and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the Town Administrator or Town Engineer, to minimize public inconvenience,

disruption, or damages. Grantee shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping.

6.1 Grantee shall maintain an accurate map of its telecommunications facilities in the Town. Grantee shall provide the Town with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the Town, to include a digitized map(s) in both printed and electronic form. Grantee shall, upon request, provide updated maps annually of telecommunications facilities in the Town.

6.2 If any of the requested information of Grantee in this Agreement is considered proprietary, confidential or a trade secret, Grantee will notify the Town of this opinion and the Town will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this Agreement, Grantee shall submit the proposed Mapping of its plans for new construction to the Town prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the Town within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical Town benchmark to the extent the physical benchmark is in reasonable proximity to Grantee's new installation. All mapping shall be provided in a format compatible to the Town's present and future mapping systems. Alternatively, Grantee will pay for the cost of making the mapping compatible.

6.3 Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after Grantee provides the Town with its proposed plans for the Telecommunications facilities, the Town may in its reasonable discretion designate certain locations to be excluded from use by Grantee for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the Town Engineer, do not have electrical service adequate or appropriate for Grantee's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the Town Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The Town Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the Town. In the event such exclusions conflict with reasonable requirements of Grantee, the Town will cooperate in good faith with Grantee to attempt to find suitable alternatives, if available, provided that the Town shall not be required to incur financial costs nor require the Town to acquire new locations for Grantee. Grantee shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of- way as may be provided for by a separate Town policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, Grantee shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A· VII by A.M. Best Co.

7.1 *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Five Million Dollars ($5,000,000) combined single limit for any one occurrence. However, the parties acknowledge that Grantee may meet the policy limit in this section by combination of Grantee's General Commercial Liability Policy and Grantee's Umbrella or Excess Liability Policy.

7.2 *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of Grantee set forth in this Agreement.

7.3 *Workers' Compensation.* Workers' Compensation insurance covering Grantee's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

7.4 *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars ($1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

7.5 *Pollution Liability Insurance.* Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars ($1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

7.6 *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars ($5,000,000).

7.7 *Indemnity surety bond.* An indemnity surety bond in an amount not less than $500,000, approved as to surety and form by the Town.

7.8 Within ten (10) days after execution of this Agreement, Grantee shall provide the Town with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the Town, its officers, agents, and employees as additional insureds. Grantee shall obtain a written obligation on the part of each insurance company to notify Grantee and the Town at least thirty (30) days before cancellation, termination, modification of the coverage for the Town, or a material change of any such insurance. Upon receipt of such notice from Grantee's insurance company, Grantee will immediately notify the Town of any such cancellation, termination, modification of coverage, or material change of the required coverages.

Section 8. Indemnification. Grantee agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Grantee of the terms and conditions of this Agreement, or against all claims resulting from the permitted activity, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees and agents. In addition, Grantee shall protect, indemnify, and hold harmless the Town, its officers, agents, and employees, from any and all demands for fees, claims, snits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees or agents.

Section 9. Hazardous Substances. In its performance of this Agreement, Grantee shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the Town's acquiescence, Grantee shall indemnify and hold the Town, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this section and agrees to reimburse Town for all costs and expenses incurred by the Town in eliminating or remedying such violations. Grantee also agrees to reimburse the Town and hold the Town, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Grantee's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the Town's premises. For purposes of this Section, the following definitions shall apply:

"***Hazardous Substances***" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 690 1, *et seq.),* as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.),* as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.),* as amended, and the Toxic Substances Control Act (15 U.S.C, 2601, *et seq.),* as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 10. Fees. In consideration of the grant of authority to utilize the streets and public places of the Town for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, Grantee shall pay such franchise fees, business license taxes,

and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Town. Specifically, Grantee shall pay an annual fee of $200.00 (two hundred dollars) for the use of streets and public places of the Town as described in this Agreement. Grantee shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Town. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the Town shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. Grantee will be free to challenge any tax or fee structure not in compliance with applicable law.

Section 11. Termination. This Agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

Section 12. General provisions.

12.1 *Authority.* Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or authorities to provide all telecommunications facilities and services it intends to provide within the Town, and upon request by the Town will provide evidence of such authority.

12.2 *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the Town or Grantee may have, at law or in equity, for enforcement of this Agreement.

12.3 *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

12.4 *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

12.5 *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or Town, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

12.6 *Controlling law and venue,* By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the Town, or in State Circuit Court in Lexington County, or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

12.7 *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.8 *Nondiscrimination.* During the performance of this Agreement, Grantee agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin, Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that Grantee is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

12.9 *Notices.* (i) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the Town:	Town Administrator Town of Pine Ridge 2757 Fish Hatchery Road West Columbia, South Carolina 29172
With a Copy to:	Mayor Town of Pine Ridge 2757 Fish Hatchery Road West Columbia, South Carolina 29172

To the Grantee: Ripple Fiber, LLC
Attn: _____
6000 Fairview Rd, Suite 300
Charlotte, NC 28210

With a Copy to: _____

_____

_____

_____

(ii) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

[Signature pages follow this page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

RIPPLE FIBER, LLC
A South Carolina limited liability company

By: _____

Name:_____

Title:_____

STATE OF)
COUNTY OF)

The foregoing instrument was executed before me this __ day of _____ 2025, by _____ of Ripple Fiber, LLC, a South Carolina limited liability company.

_____
Notary Public for the State of _____

Printed Name of Notary:_____
My Commission Expires:_____

TOWN OF PINE RIDGE
A South Carolina municipal corporation

By: _____

Name:_____

Title:_____

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

The foregoing instrument was executed before me this __ day of _____ 2025 by _____ of the Town of Pine Ridge, S.C, a South Carolina municipal corporation.

_____
Notary Public for the State of South Carolina

Printed Name of Notary:_____
My Commission Expires:_____
:

EXHIBIT A

List of Encroachment Permits

[to be added]

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) **ORDINANCE 2025-09**
)
TOWN OF PINE RIDGE)

AN ORDINANCE AMENDING THE BUSINESS LICENSE ORDINANCE OF THE TOWN OF PINE RIDGE TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the Town of Pine Ridge (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-05 on June 8, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the Town Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Pine Ridge, as follows:

SECTION 1. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended as follows:

(a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," are hereby amended and restated as set forth on the attached Exhibit A.

(b) Class 9 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," shall remain in full force and effect as set forth in the Current Business License Ordinance.

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF LEXINGTON	)	**ORDINANCE 2025-09**
	)	
TOWN OF PINE RIDGE	)	

SECTION 2. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

DULY ADOPTED THIS 8th day of July, 2025, under the corporate seal of the Town of Pine Ridge.

Public Hearing: June 10, 2025
First Reading: June 10, 2025
Second Reading: July 8, 2025

_____
Mayor

ATTEST:

_____
Town Administrator

Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the Current Business License Ordinance

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	**Subclasses**	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.