

PUBLIC NOTICE-TOWN OF PINE RIDGE

Pursuant to Section 6-1-80 of the SC Code of Laws, public notice is hereby given that the Pine Ridge Town Council will hold a Public Hearing on the municipal budget for the 2022-2023 fiscal year:

Date: May 17, 2022

Time: 6:30 p.m.

Location: Pine Ridge Town Hall, 2757 Fish Hatchery Road

<u>Current Fiscal Year Revenues</u>	<u>Projected Revenue FY 2022-23</u>	<u>Percentage Change in Revenue</u>	<u>Current Fiscal Year Millage</u>
\$671,019	\$747,735	10.26%	0
<u>Current Fiscal Year Expenses</u>	<u>Projected Expenses FY 2022-23</u>	<u>Percentage Change in Expenses</u>	<u>Estimated Millage for 2022-23</u>
\$670,884	\$747,473	10.25%	0**

** Estimated millage rate for 2022 equals \$0.00 per \$1,000 in Assessed Property Value
A copy of the proposed budget ordinance for Fiscal Year 2022/2023 may be viewed online at www.townofpineridgesc.com , by email skyzer@townofpineridgesc.com or at town hall during regular business hours.

TOWN OF PINE RIDGE
BUDGET REPORT
FOR THE TEN MONTHS ENDING APRIL 30, 2022

Budget	Total Annual Budget	Current Month Actual	Year to Date Actual	Year to Date %
REVENUES				
BUSINESS LICENSE	123,000.00	45,017.28	72,854.76	59.23
FINES AND PENALTIES	89,000.00	1,262.53	10,271.62	11.54
S.C. AID TO SUBDIVISIONS	50,179.00	12,337.37	36,397.31	72.53
MASC - COURT FINES	1,000.00	0.00	1,084.14	108.41
MASC - ADMIN FEES	500.00	0.00	100.00	20.00
OFF-DUTY EMPLOYMENT	0.00	0.00	100.00	0.00
DOMINION	132,000.00	0.00	0.00	0.00
SANITATION	430.00	220.50	334.20	77.72
ZONING	5,000.00	300.00	1,652.00	33.04
SPECTRUM/CHARTER	19,500.00	5,053.40	16,200.46	83.08
MASC - BL	166,000.00	193.25	2,674.84	1.61
BELLSOUTH/DIRECT TV	5,000.00	1,014.52	2,031.47	40.63
TNC ASSESSMENT	100.00	0.00	48.79	48.79
FUND BALANCE	74,700.00	0.00	0.00	0.00
GRANT INCOME-BPVP	0.00	0.00	1,928.89	0.00
AMERICAN RESCUE PLAN ACT	0.00	0.00	291,762.12	0.00
INTEREST INCOME	450.00	68.27	254.66	56.59
FILING FEES	110.00	0.00	110.00	100.00
SCINRF-REFUND	0.00	0.00	478.01	0.00
MC-BOND ESTREATMENT	4,000.00	0.00	0.00	0.00
SUNDRY	50.00	0.00	86.38	172.76
TOTAL REVENUES	671,019.00	65,467.12	438,369.65	65.33
EXPENSES				
ADM. TRAINING	700.00	85.00	446.00	63.71
OFFICE SUPPLIES/PRINTING	5,500.00	477.37	3,756.17	68.29
ADM. TECH SUPPORT	2,500.00	0.00	99.99	4.00
ZONING TECH SUPPORT	6,000.00	0.00	0.00	0.00
ACCOUNTING	12,000.00	0.00	10,000.00	83.33
LEGAL	6,000.00	0.00	2,121.00	35.35
PAYROLL SERVICES	1,500.00	96.00	1,261.80	84.12
INSURANCE & BONDING	20,000.00	0.00	18,374.94	91.87
BANK CHARGES	150.00	0.31	1.74	1.16
MILEAGE	500.00	18.14	89.33	17.87
POSTAGE	500.00	0.00	462.67	92.53
UTILITIES	16,500.00	1,314.78	11,622.89	70.44
TELEPHONE	7,180.00	514.07	4,656.61	64.86
INTERNET SERVICES	2,200.00	359.94	1,759.70	79.99
ELECTION EXPENSE	1,500.00	0.00	1,684.58	112.31
PUBLIC NOTICES	500.00	127.13	322.98	64.60
DUES	1,450.00	0.00	1,345.36	92.78
BUILDING & MAINTENANCE	18,500.00	335.99	13,564.06	73.32
NPDES PERMITS	8,100.00	0.00	5,404.53	66.72
PINE RIDGE WEB SITE	1,755.00	0.00	0.00	0.00
BUILDING PURCH/RENO-FUND BAL	74,700.00	0.00	10,000.00	13.39
EQUIPMENT	500.00	0.00	0.00	0.00
CAPITAL IMPROVEMENT	5,000.00	0.00	0.00	0.00
DONATIONS	6,500.00	0.00	3,026.95	46.57
CHRISTMAS TREE LIGHTING	1,550.00	0.00	1,014.94	65.48

TOWN OF PINE RIDGE
BUDGET REPORT
FOR THE TEN MONTHS ENDING APRIL 30, 2022

Budget	Total Annual Budget	Current Month Actual	Year to Date Actual	Year to Date %
MEALS AND MEETING - COUNCIL	500.00	0.00	0.00	0.00
SUNDRY	50.00	0.00	0.00	0.00
REPAIR&MAINT	9,000.00	1,115.65	8,475.24	94.17
GAS AND OIL	8,500.00	1,217.14	5,810.96	68.36
PD TECH SUPPORT	2,500.00	0.00	708.25	28.33
POLICE DEPT.SUPPLIES	1,700.00	129.45	533.69	31.39
DUES	300.00	0.00	0.00	0.00
1033 PROGRAM	500.00	0.00	0.00	0.00
EQUIPMENT	500.00	0.00	0.00	0.00
VEHICLE INSURANCE	5,000.00	0.00	3,213.99	64.28
UNIFORMS	2,000.00	0.00	1,206.38	60.32
PD EMPLOYMENT CONSULTANT	0.00	0.00	6,502.50	0.00
PD EMPLOYMENT EXPENSES	0.00	300.00	2,874.00	0.00
COMMUNITY RELATIONS	500.00	184.05	184.05	36.81
LAWTRAK LICENSE	4,010.00	0.00	3,963.00	98.83
TRAINING & MEALS	1,300.00	0.00	20.46	1.57
SALARIES - JUDGES	7,001.00	0.00	5,291.70	75.58
JURY FEES	252.00	0.00	0.00	0.00
INDIGENT DEFENSE	800.00	0.00	0.00	0.00
COURT SUPPLIES	300.00	0.00	357.01	119.00
DETENTION FEES	100.00	0.00	0.00	0.00
COURT TRAINING	2,235.00	363.67	2,181.30	97.60
COURT ASSESSMENTS	34,000.00	1,421.36	5,320.22	15.65
COURT DEFENSE ATTORNEY	2,000.00	375.00	1,500.00	75.00
VA - TRAINING	1,300.00	0.00	0.00	0.00
VA - PAYROLL	8,000.00	0.00	2,070.60	25.88
VA - STATE FUND	4,000.00	80.98	499.20	12.48
VA - OTHER EXPENSES	800.00	0.00	208.76	26.10
VA - SOFTWARE	2,500.00	0.00	0.00	0.00
PAYROLL	236,315.24	21,001.26	155,801.17	65.93
TAXES - PAYROLL	21,000.00	2,116.75	14,004.78	66.69
PART-TIME CLERICAL	19,000.00	1,848.60	10,906.40	57.40
PART-TIME POLICE	20,000.00	1,197.00	5,397.50	26.99
OFF-DUTY EMPLOYMENT	0.00	0.00	104.00	0.00
TOWN: COVID-19 LEAVE	0.00	0.00	711.60	0.00
WORKMEN'S COMPENSATION	3,000.00	0.00	3,420.00	114.00
EMERGENCY PAID SICK LEAVE ACT	0.00	0.00	1,576.00	0.00
RETIREMENT-POLICE	23,460.92	(1,514.48)	10,340.99	44.08
RETIREMENT-ADMIN.	17,500.40	(1,036.02)	9,478.73	54.16
SRO PROGRAM	0.00	6,456.06	36,961.62	0.00
GROUP LIFE	675.00	0.00	409.53	60.67
HEALTH INSURANCE	29,000.00	2,725.02	28,534.00	98.39
TOTAL EXPENSES	670,884.56	41,310.22	419,583.87	62.54
NET INCOME	\$ 134.44	\$ 24,156.90	\$ 18,785.78	13,973.36

TOWN OF PINE RIDGE, SC



RFP 2022-01z

Comprehensive Plan Update

May 1, 2022

**2757 Fish Hatchery Road
West Columbia, SC 29172
(803)755-2500
(803)955-0605 fax
www.townofpineridgesc.com**

RFP2022-01z

Overview

The Town of Pine Ridge requests proposals from qualified companies to update the Town of Pine Ridge Comprehensive Plan.

The RFP provides background information on the project, contact person for the project, general scope of services, required contents of the Proposal, rating/selection process, and the time and date to respond.

PROPOSALS ARE DUE BY 5:00 PM, FRIDAY, JUNE 3, 2022.

Subject to the conditions, provisions and the enclosed specifications, proposals with "RFP2022-01z" clearly marked on envelope, will be received at this office until the stated date and time and then presented to Council on June 14, 2022, @7:00pm. Any proposal received after the June 3, 2022; deadline will be immediately disqualified. The Town assumes no responsibility for delivery of proposals which are mailed.

- There is no expressed or implied obligation for the Town to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.
- The Town of Pine Ridge reserves the right to accept or reject any/or all proposals, to waive irregularities and technicalities, and to request resubmission.
- Request for proposals may be canceled by notice at any time prior to the opening of proposals.
- The determination of award for more than \$5,000 to the low responsible vendor shall be made by council after receiving the recommendation of the Finance Committee.
- A tie proposal shall be awarded to the Proposer selected by a majority vote of council.
- Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Town Council. A protest with respect to this Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.
- If awarded, the Proposer will be required to purchase a Business License with the Town of Pine Ridge.
- The Town of Pine Ridge reserves the right to terminate this agreement for nonconformance with RFP2022-01z requirements.
- The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.
- Respondents are responsible for their own expense in preparing, delivering or presenting a proposal.

I. CONTACT FOR INFORMATION

Vendors responding to this solicitation should direct all inquiries to:

Viki Miller

Town Administrator

2757 Fish Hatchery Road

West Columbia, SC 29172

(803)755-2500

vmiller@townofpineridgesc.com

II. LOCATION OF PROJECT

The Town of Pine Ridge is located in southeastern Lexington County at the junction of S32-73 (Fish Hatchery Road) and S32-103 (Pine Ridge Drive)

III. BACKGROUND

The Town of Pine Ridge, South Carolina was incorporated in 1958 and covers just less than 4.5 square miles of rolling terrain. Elevations range from 150 feet above sea level along Congaree Creek at the northern portion of town to 350 feet in the high Sand Hills in the eastern portion of town along Pine Ridge Drive. According to the 2020 Census, the Town has 2,167 residents.

The Town's last Comprehensive Plan has received numerous updates since it was originally adopted in January 2011. In accordance with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, the Town of Pine Ridge is looking to update the Town's Comprehensive Plan.

IV. SCOPE OF SERVICES

Task 1 Public Participation

- A. Develop and obtain approval from the Town Council of a Public Participation Plan in compliance with South Carolina Local Government Comprehensive Planning Enabling Act of 1994.
- B. Organize, advertise, plan and present community engagement efforts and public hearings as approved in the public participation plan. These efforts shall include:
 - 1. An overview of the Comprehensive Plan Update process.
 - 2. Opportunities for citizen, elected and appointed/volunteer officials, businesses, community stakeholders and staff input and review.
 - 3. Draft and final presentations.

Task 2 Review Existing Conditions and Previous Planning Efforts

- A. Familiarize yourself with the Town through elected official, stakeholder, citizens and staff engagement.
- B. Review previous planning efforts, to include, but not limited to the following:
 - 1. Town of Pine Ridge Comprehensive Plan
 - 2. Town of Pine Ridge Zoning and Land Development Ordinance
 - 3. Town of Pine Ridge Zoning Map
 - 4. Town of Pine Ridge Pedestrian and Bike Plan

Task 3 Develop Required Plan Elements

- A. Population: The population element includes information related to historic and projected population, growth and development trends and household demographic characteristics and distributions such as age, race, sex, income, and educational attainment.
- B. Economic Development: The economic development element includes information on labor force characteristics, trends and projections; employment distributions by place of work; and an analysis of consumer expenditures and gross sales characteristics.
- C. Natural Resources: The natural resource element includes a discussion of key environmental characteristics that reflect conservation and mitigation priorities as well as physical limitations to future development. A typical inventory would include locations of floodplains, wetlands, rivers and streams, topography, soils and vegetation, agricultural and timber lands.
- D. Cultural Resources: The cultural resource element includes an inventory of key historic and cultural sites and districts, unique commercial, residential, natural or scenic resources, and any other feature or facility relating to the cultural aspects of the community.
- E. Community Facilities: The community facilities element includes a discussion of water and sewer infrastructure, solid waste collection and disposal, fire and police protection, Emergency medical services, government and educational facilities and parks and recreational resources.
- F. Land Use: The land use element includes an analysis of existing and future land use, environmental opportunities and constraints, transportation and infrastructure influences, development capacity, neighborhood and town center development plans, annexation priorities, and zoning and land development ordinances. This element is influenced by all of the other elements and will serve as a primary framework for documenting the development objectives of the town.

- G. Housing: The housing element includes a discussion of the location, type, age, condition, and affordability of housing as well as occupancy and ownership characteristics.
- H. Transportation: The transportation element includes an inventory of the town's current transportation infrastructure including functional class of roadways, traffic characteristics, transit options, and availability of bike and pedestrian facilities. The element will also discuss the relationship to the regional transportation system and local, regional, state and federal transportation planning process.
- I. Priority Investment: The priority investment element is intended to help prioritize and allocate funding for infrastructure improvement projects identified in the other elements of the comprehensive plan based on projected revenues. The element typically recommends the adoption of a capital improvement planning (CIP) process and the coordination of this process with the comprehensive plan. The element will recommend a list of projects identified elsewhere in the plan for inclusion in a future CIP and priority investment planning program.
- J. Resilience Element: Per the requirements of the Disaster Relief and Resilience Act of 2020, the resilience element should consider the impacts of flooding, high water, and natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, and public health, safety and welfare. The element should also promote resilient planning, design and development; be coordinated with adjacent jurisdictions and agencies; and be coordinated with other elements and the comprehensive plan goals and strategies.

The final document shall be organized in such a way that each chapter focuses on one of the ten elements described above. Each chapter will begin with a discussion of existing conditions, including the presentation of relevant maps, tables and figures, and will conclude with a list of goals, objectives, and implementable strategies that reflect the town's needs and priorities as identified through the existing conditions analysis and discussions with the Planning Commission, Town Council and a public participation.

Task 4 Compile, Present and Deliver Town of Pine Ridge Comprehensive Plan

- A. Compile Comprehensive Plan Update in accordance with SC Code of Laws Title 6, Chapter 29.
- B. Deliver concise, user-friendly final document incorporating graphics, narrative, goals, objectives, recommendations, maps and exhibits in formats transferable to Town staff and software.
- C. Present draft and final plan elements to Planning Commission for recommendations.
- D. Present final plan to Town of Pine Ridge for adoption, via public hearing.
- E. One digital and 15 color-printed copies of the final plan document.

V. PROPOSAL FORMAT

- Scope of Services
Describe the company's approach to accomplishing the objectives stated in the RFP and identify methodology proposed. The company is encouraged to include suggestions and supplemental tasks which may enhance the project or streamline the scope of services and improve cost effectiveness. Include the decisions, products, data and corollary information that the company expects to be provided by Town staff.
- Work Program Timeline
Include a timeline showing the estimated length of time for completion of the Comprehensive Plan. Time estimates should be expressed in number of days/weeks without reference to a specific starting date. The timeline should identify when draft and final work products will be submitted to Town staff.
- Statement of Qualifications
Summarize the reasons for which you or your company is qualified and has the experience to perform the services related to this project. The letter should identify the primary contact/project manager for the project. The letter should be limited to 2 (two) pages.
- Related Project Experience
Provide a list of clients for which your company has provided similar services over the last three years. The list should include a minimum of three entities with the focus on very similar projects. The list should include the name of the client, a client contact person and telephone number, a description of the project, and the company's role in the project.
- Cost Summary
The costs summary shall be submitted in a separate sealed envelope. All costs should reflect "not to exceed" figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings and reproduction costs, should accompany the cost summary.
- Signature
The proposal shall be signed by an official who is authorized to bind the company and shall contain a statement which guarantees that the proposal/cost estimate is valid for ninety (90) days.

VI. RATING CRITERIA

The proposals will be evaluated according to the following criteria in order of relative importance:

Total cost of project

Qualifications of the Company

Related Project experience similar in size and nature

Demonstration of ability to deliver the Scope of Services

VII. SELECTION PROCESS

- Evaluation of Responses: The selection process will be based on the proposal that will best serve the Town of Pine Ridge. The Town of Pine Ridge reserves the right to reject any and all responses (or portions of responses), to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the Town. The Town of Pine Ridge shall reserve the right to award the project to the respondent which is most advantageous to the Town of Pine Ridge. Responses will be evaluated objectively based on the vendor's responses to the RFP. The Town of Pine Ridge will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the response shall be borne by the proposing vendor.
- Right of the Town of Pine Ridge to reject proposals: The Town of Pine Ridge reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Town of Pine Ridge may deem necessary in its best interest. The Town also reserves the right to negotiate with any vendor, all or part of any proposal that is in the best interest of the Town.
- Confidentiality of Documents: All responses to the RFP submitted by vendors shall be deemed public documents at the time opened by the Town of Pine Ridge. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the vendor. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the Town of Pine Ridge to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.
- Notification of Withdrawal of Proposal: Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the Town of Pine Ridge after the proposal submission deadline.

VIII. CONTRACTUAL OBLIGATIONS OF SUCCESSFUL RESPONDENT: The successful vendor will be required to undertake certain obligations that are not limited to the following:

- Acquisition of a Business License: The successful Vendor to this RFP will be required to obtain a Town of Pine Ridge Business License prior to commencing work inside the Town limits.
- Indemnification: The successful vendor shall indemnify and hold the Town of Pine Ridge and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in

any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of vendor, or of anyone acting under vendor's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract.

- Insurance: The successful vendor shall maintain and shall require any joining firm to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident in addition to workers compensation.

TOWN OF PINE RIDGE, SC



RFP 2022-02s

Digital Message Board Sign

May 6, 2022

**2757 Fish Hatchery Road
West Columbia, SC 29172
(803)755-2500
(803)955-0605 fax
www.townofpineridgesc.com**

RFP2022-02s

Overview

The Town of Pine Ridge is requesting proposals from qualified bidders to provide a complete turnkey Digital Signage Solution including complete installation and on location training. This system should be scalable, flexible and complies with the features/specifications as outlined in this RFP.

PROPOSALS ARE DUE BY 5:00 PM, FRIDAY, JUNE 3, 2022.

Subject to the conditions, provisions and the enclosed specifications, proposals with "RFP2022-02s" clearly marked on envelope, will be received at this office until the stated date and time and then presented to Council on June 14, 2022, @7:00pm. Any proposal received after the June 3, 2022, deadline will be immediately disqualified. The Town assumes no responsibility for delivery of proposals which are mailed.

- There is no expressed or implied obligation for the Town to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request.
- The Town of Pine Ridge reserves the right to accept or reject any/or all proposals, to waive irregularities and technicalities, and to request resubmission.
- Request for proposals may be canceled by notice at any time prior to the opening of proposals.
- The determination of award for more than \$5,000 to the low responsible Contractor shall be made by council after receiving the recommendation of the Finance Committee.
- A tie proposal shall be awarded to the Contractor selected by a majority vote of council.
- Any actual or prospective Contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Town Council. A protest with respect to this Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.
- If awarded, the Contractor (& any sub-contractors) will be required to purchase a Business License with the Town of Pine Ridge.
- The Town of Pine Ridge reserves the right to terminate this agreement for nonconformance with RFP2022-02s requirements.
- The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.
- Respondents are responsible for their own expense in preparing, delivering or presenting a proposal.

I. CONTACT FOR INFORMATION

Contractors responding to this solicitation should direct all inquiries to:
Susan Kyzer, Municipal Clerk
Town of Pine Ridge
2757 Fish Hatchery Road
West Columbia, SC 29172
(803)755-2500
skyzer@townofpineridgesc.com

II. LOCATION OF PROJECT

The Town of Pine Ridge is located in southeastern Lexington County at the junction of S32-73 (Fish Hatchery Road) and S32-103 (Pine Ridge Drive). The new digital sign will replace the existing brick sign that is currently in front of the Pine Ridge Town Hall.

Existing Location: The Town of Pine Ridge currently has a manual changeable copy sign on site with electricity to run lighting at 2757 Fish Hatchery Road. If possible, the Town would entertain any proposals retrofitting the current sign to a digital message board sign. If not possible, the Contractor will be responsible for removing the existing sign in which the cost should be stated in the proposal.

Alternative Location: The Town of Pine Ridge owns the triangular property located at 2808 Fish Hatchery Road. Currently, the only structure located on the property are two brick town signs. One sign faces Pine Ridge Drive and the other faces Fish Hatchery Road, with electricity available. If possible, with setback requirements, placement of a digital sign between the existing brick town signs with one side facing Pine Ridge Drive and the other facing Fish Hatchery Road.

III. BACKGROUND

The Town of Pine Ridge, South Carolina was incorporated in 1958 and covers just less than 4.5 square miles of rolling terrain. Elevations range from 150 feet above sea level along Congaree Creek at the northern portion of town to 350 feet in the high Sand Hills in the eastern portion of town along Pine Ridge Drive. According to the 2020 Census, the Town has 2,167 residents.

The Town is seeking an external digital signage installation and service contract for installation, configuration, user training, maintenance & support, and a user-friendly software management tool to make changes to the external digital sign. All bidders are required to install the necessary electrical wiring, hardware, and accessories. The bidder may engage a sub-contractor to perform the electrical installation work necessary to facilitate use of the external digital sign. The signage/display system shall consist of cloud-based software, hardware devices for wireless connectivity to site/department, specific display needs, and display system that is compatible for outdoor use. Contractor will provide details of the digital security of the software being used to use the signage and store all associated cloud stored data. This proposal is to include unit and extended pricing detail. The total costs of all re-occurring and non-re-occurring charges must be explicitly specified. No used, demo,

refurbished or re-manufactured products will be accepted. All proposals must include proposed costs to complete the tasks described in the project scope. Pricing should be listed for each of the following items: (1) materials, (2) construction cost, (3) electrical work and (4) software cost.

NOTE: All costs and fees must be clearly described in each proposal. Contractor will only provide pricing and specifications for digital signage that will be used outside, resulting in the digital sign being exposed to weather and temperatures typical of Lexington County, South Carolina. Bid responders must be a direct service provider of the requested services and products. Bid responses submitted by contractors that are not direct service providers will not be considered.

IV. SCOPE OF SERVICES

The contractor will be responsible for procuring, installing, configuring, and testing all hardware and software required. The proposed system must be compatible with all future revisions and software/hardware versions for entire life of contract. Any upgrades or patching required to bring newer hardware or software into production must be included as part of this entire contract life. The contractor will be responsible to finalize digital display signage configuration and testing all digital display signage system hardware components and sub-components and ensuring interfaces are working properly. The external digital sign must be Wi-Fi enabled.

Software: The contract shall grant the Town of Pine Ridge the right to use all software and firmware provided under the contract and will not impose any licensing restrictions on interfacing data to or from the digital display system software. The Town of Pine Ridge shall be the owner of all software data. The contract shall provide for hosting of the content management software. Hosting services, monthly service fees, maintenance and licensing for the software shall be provide for the duration of the warranty period for all digital display signate system software. The Town of Pine Ridge shall have the option to extend the duration of software hosting beyond the system warranty period to be negotiated with system contractor at future periods.

Maintenance and Repair: The Service Provider shall undertake maintenance, repair and rectification of the Digital Signage and the signage related software and hardware to ensure uninterrupted availability of Digital Signage Service to the Town of Pine Ridge. Maintenance and repair of the external digital sign negotiated and its management software and tools shall be the responsibility of the Service Provider and the Town of Pine Ridge shall pay no additional cost for the same for such maintenance. In case the Service Provider is not able to rectify the problem with any of this equipment for any reason, the equipment shall be replaced by the Service Provider at no extra cost to the Town of Pine Ridge.

Digital Display Signage System Training: The contract shall provide user training that enables the Town of Pine Ridge employees to operate and maintain the system. Training topics shall include digital display signage operation training, system

administration training including 3rd party interfaces. The contractor shall provide a detailed training plan and user manual in conjunction with the overall project schedule. All training will be conducted onsite at the Town of Pine Ridge. Training materials and user training sessions are to be included in the total cost bid submitted. Additional training shall be provided by the Contractor at no cost to the Town of Pine Ridge.

System Management Software and Security: The system/management software must provide user security to accommodate several users. The system/management software should allow the user to carry out all content management and administrative functions. System Administrators must be able to define system/management software user roles. The software management tool/system data is to be in the cloud, and it is required to include security and be stored independent of other customer data.

Warranty: The Contractor will provide a five (5) year service and warranty policy on all components of the system including equipment, services, and software purchased under this contract. The warranty period will begin following final system acceptance by the Town of Pine Ridge. Contractors are required to identify their service facility in their proposals. A complete copy of the contractor's warranty shall be included in the proposal. Contractor shall provide a single point of contact for all warranty administration during the warranty period. The Contractor shall provide any software updates and patches for the current version at no cost to the Town of Pine Ridge during the warranty and support period. Future upgrades to the software system will be made available to the Town of Pine Ridge at no additional charge during the warranty and support period. If there is a change in the production configuration of any equipment or software being installed prior to installation completion, the Town of Pine Ridge may require that all previously installed equipment and software be upgraded to match the updated configuration. The contractor shall provide ongoing user and technical support for a period of three (3) years as part of the warranty period.

Repair or Replacement of Faulty Components: During the warrant period, the contractor shall repair or replace any faulty components, with the cost included in the warranty price. If at least 25% of a given component requires repair or replacement within the five-year warranty period, the component shall be deemed to warrant system wide replacement. System wide replacement shall require the Contractor to replace all units of the suspect component through the system, whether they have exhibited any fault. Even if the system-wide replacement activity extends beyond the warranty period, the Contractor shall be obligated to complete the system-wide replacement if the need was documented before the end of the warranty period. Software support during the warranty period shall include technical support for all hardware and software, with a technical support line, as well as providing, licensing, installing and integrating all released software patches and updates.

V. SPECIFICATIONS

905 General Sign Standards

905.1. Setback from Right-of-Way

In order to provide room for future bicycle paths or sidewalks, all signs shall be required to be set back at least ten (10) feet from the street right-of-way. However, if a bike path or sidewalk exists or has been planned in such a manner as to make this impractical, this setback may be reduced or waived by the Administrator. The location and width of any easement proposed for public dedication must be acceptable to the Administrator. No sign shall be erected or maintained on any corner lot within the line connecting points on the street lot line 20 feet distance from the corner.

905.2. Sign Illumination

Electrical requirements. Electrical requirements pertaining to signs shall be prescribed by the National Electrical Code, latest edition.

If externally illuminated, signs shall be illuminated only by the following means:

- (a) By a white, steady stationary light or reasonable intensity shielded and directed solely at the sign or from within the sign.
- (b) Light sources to illuminate signs shall be shielded from all adjacent residential buildings and streets and shall not be of such brightness so as to cause glare hazardous to pedestrians or auto drivers or so as to create a nuisance to adjacent residential districts.

905.3. Material and Style

1. Signs shall not have light-reflecting backgrounds but may use non-moving light-reflecting lettering.
2. The various parts of a sign shall be compatible.
3. Any multi-faced sign shall have the same name and same message on all used faces.
4. All signs shall be of standard geometric shapes.
5. Signs shall not be of or contain a commercial sponsor name or motif (soda bottles, hamburgers, or other figures) or other outdoor commercial displays.

906.5. Message Boards for Institutional Use

Message board signs are digital or manual changeable copy signs that are permitted only for institutional uses and are intended to provide schedules of events, rules, regulations, announcements, or similar messages, excluding commercial advertisement or promotional messages (refer to regulations for changeable copy signs below).

Institutional uses are nonprofit and quasi-public organizations and government-owned or government-operated uses. Institutional uses include public and private schools, religious institutions, hospitals, libraries, recreational, civic, municipal, and other institutional uses including historic markers that are allowable in any zoning district under the zoning district regulations.

Message boards for institutional use are permitted as follows:

- 1) One (1) such sign oriented per street frontage per premise may be erected. The maximum sign surface area of an institutional use message board sign that contains no facility identification or logo shall be no greater than 20 square feet. If the principal identification sign and the message board are combined to serve as one (1) sign, the maximum surface area shall be 45 square feet.
- 2) The maximum height is 12 feet. Where additional height is required to raise the base of the sign to mean elevation (average street level) of the fronting street, the Planning Official may allow greater heights.
- 3) Message board signs shall be set back from the right-of-way per the setback requirements of these regulations.
- 4) Signs shall be illuminated as specified in the illumination provisions of these regulations.
- 5) Such signs may not include commercial advertisement or promotional messages of any sort.
- 6) Locations with permanent message board signs shall not employ the use of temporary signs of any type.

906.6 Changeable Copy Signs

Changeable copy signs are signs or portions thereof with characters, letters, or illustrations that can be changed or rearranged by any means (manual, electronic [digital], atmospheric, mechanical, remote, etc.) without altering the face or surface of the sign. For the purposes of this Article, a sign on which the message or image changes more often than once every ten (10) seconds shall be considered a sign employing a confusion of motion and is not allowable. Digital changeable copy signs are permitted as follows:

- 1) Digital changeable copy is permitted only on permanent principal freestanding signs and marquees and shall comply with all the regulations of freestanding and marquee signs as applicable.
- 2) Sign copy or image shall maintain a static message or image for at least fifteen (15) seconds.
- 3) The actual change between sign message and/or image shall be instantaneous.
- 4) Changeable copy signs shall not employ motion or the illusion of motion by any means to depict action or create a special effect or scene.
- 5) Such signs are not permitted to create the illusion of blinking, alternating, chasing, contracting or expanding, flashing, fading, repeating, oscillating, pulsating, rotating, rolling, running, scrolling, strobing, or twinkling, or to simulate moving video images, etc.
- 6) Signs shall not employ flashing lights or lights of changing degree or intensity of color.
- 7) Signs containing changeable copy produced by light emitting diodes (LEDs), incandescent or low voltage lamps or bulbs, or cathode ray tubes (CRTs) shall include automatic brightness compensation features to adjust brightness to compensate for sun angle and ambient light conditions and to ensure that the sign is visible but not necessarily radiant.
- 8) Digital changeable copy signs, including digital message board signs, shall not be operated between the hours of 10:00 p.m. and 5:00 a.m. if located 300 feet of a residential dwelling unless the sign face is visually obscured from the residence.

VI. PROPOSAL FORMAT

- Scope of Services

Describe the company's approach to accomplishing the objectives stated in the RFP. The contractor is encouraged to include suggestions which may enhance the project or streamline the scope of services and improve cost effectiveness.

- Work Program Timeline

Include a timeline showing the estimated length of time for the installation & user training. Time estimates should be expressed in number of days/weeks without reference to a specific starting date.

- Company Information

Please provide the following information and enclose any supporting documentation which you feel is relevant:

- Have you ever done the same or similar work for other Municipalities? If so, state where and when the work was performed.
- Provide two (2) references of work that you have successfully completed? If possible, provide a reference to a project similar in scope.
- How long has your company been in business? What experience or qualifications does it possess?
- Where are your offices located?
- Can you provide year-round service and parts, if needed?

- Detailed Cost Schedule

The detailed cost schedule should include:

- a double-sided sign
- installation
- configuration
- user training
- maintenance & support
- user-friendly software management tool
- cost of single-color system vs full color system
- 5-year warranty
- removal of existing brick changeable sign, if applicable

- Signature

The proposal shall be signed by an official who is authorized to bind the company and shall contain a statement which guarantees that the proposal/cost estimate is valid for ninety (90) days.

VII. RATING CRITERIA

The proposals will be evaluated according to the following criteria in order of relative importance:

- Total cost of project
- Qualifications of the Company
- Related Project experience similar in size and nature
- Demonstration of ability to deliver the Scope of Services

VIII. SELECTION PROCESS

- Evaluation of Responses: The selection process will be based on the proposal that will best serve the Town of Pine Ridge. The Town of Pine Ridge reserves the right to reject any and all responses (or portions of responses), to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the Town. The Town of Pine Ridge shall reserve the right to award the project to the respondent which is most advantageous to the Town of Pine Ridge. Responses will be evaluated objectively based on the Contractor's responses to the RFP. The Town of Pine Ridge will not pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the response shall be borne by the proposing Contractor.
- Right of the Town of Pine Ridge to reject proposals: The Town of Pine Ridge reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Town of Pine Ridge may deem necessary in its best interest. The Town also reserves the right to negotiate with any Contractor, all or part of any proposal that is in the best interest of the Town.
- Confidentiality of Documents: All responses to the RFP submitted by Contractors shall be deemed public documents at the time opened by the Town of Pine Ridge. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the Contractor. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the Town of Pine Ridge to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.
- Notification of Withdrawal of Proposal: Proposals may be modified or withdrawn by an authorized representative of the Contractor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the Town of Pine Ridge after the proposal submission deadline.

- ## IX. CONTRACTUAL OBLIGATIONS OF SUCCESSFUL RESPONDENT: The successful Contractor will be required to undertake certain obligations that are not limited to the following:

- Acquisition of a Business License: The successful Contractor to this RFP will be required to obtain a Town of Pine Ridge Business License prior to commencing work inside the Town limits. Any sub-contractors will also be required to purchase a business license.
- Indemnification: The successful Contractor shall indemnify and hold the Town of Pine Ridge and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract.
- Insurance: The successful Contractor must provide the Town of Pine Ridge and insurance certificate *before any work may begin*. All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the Town of cancellation or reduction of coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. The required limits of coverage are as follows:
 - Comprehensive General Liability: \$1,000,000.00
 - Worker Compensation: Minimum \$500,000.00
 - Workers Compensation and employers Liability must be per statute.

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April 12, 2022

Council members present: Mayor Davis, Mayor Pro-Tem Simms, Councilwoman Lewie, Councilman Dinkins and Councilwoman Sturkie.

Staff present: Town Administrator, Mrs. Miller, Municipal Clerk, Mrs. Kyzer, Lt. Robinson and Police Chief Williams

6:38 P.M. – Town Council Work Session

Mayor Davis opened the Work Session with an apology for being tardy starting the Work Session, as there was an issue with technology.

6:39 P.M. – 6:46 P.M. – Presentation by Mr. Guillermo Espinosa of Central Midlands Council of Governments

Mr. Espinosa gave a slide presentation and explained the 2021 Central Midland Hazard Mitigation Plan below:

The 2021 Update of the Central Midlands Hazard Mitigation Plan is officially approved Pending Adoption by FEMA. Participating jurisdictions must now adopt the CMHMP 2021 as their own Hazard Mitigation Plan. After adoption, the Plan will be in effect till December 6th, 2026. The Plan must be adopted by the participating jurisdiction/organization by December 6th, 2022. This is *your* Hazard Mitigation Plan, so please keep this process in mind in the future for any emergency management information and FEMA grant applications your jurisdiction/organization might want to include into the Plan. CMCOG is ready to support the Plan adoption process, provide more information on the components of the Plan, and discuss project development and grant applications related to FEMA Hazard Mitigation Assistance.

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6:47 P.M. – 6:48 P.M. Public Hearing: Ordinance 2022-06
Adopt County Animal Control Ordinance 21-20

Mayor Davis stated that Lexington County currently handles any animal control issues within the town limits. Lexington County has updated their Animal Control Ordinance 21-20. In order for the County to continue enforcement for us, we will need to adopt their new ordinance.

Mayor Davis said that some of the verbiage had changed in Ordinance 21-20. The word animals changed to pets.

Mayor Davis asked if there was anyone who wished to speak in opposition of this ordinance. Hearing none, he asked if there was anyone who wished to speak in favor of Ordinance 2022-06, and there was none. Mayor Davis called this Public Hearing to a close.

6:49 P.M. – 7:00 P.M. Friends of South Congaree- Pine Ridge Library presentation by Ms. Kitty Spires

Ms. Kitty Spires, President of the Friends of South Congaree – Pine Ridge Library introduced Ms. Carol Clark, Branch Manager of the South Congaree – Pine Ridge Library. She told everyone that Carol had received the Friends of South Carolina Libraries “Public Award of Excellence.”

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Ms. Spires also informed the council and attendees of the fact that Mrs. Dolores Gambrell, the past President of Friends of South Congaree – Pine Ridge Library, passed away in June of 2021.

Ms. Spires updated Council on past and future projects and thanked the Town of Pine Ridge for their years of support to the library and ask that they be considered again this year in the budget.

7:01 P.M. – 7:02 P.M. Review of Administrative Department Reports

Mayor Davis stated that the reports were in each Councilmembers packet and asked if there were any questions. Hearing none, he moved to the next item.

7:03 P.M. – 7:04 P.M. – Review of Police Department Administrative Reports

Lt. Robinson reported the following:

- 19 citations issued
- 1 suspicious person call
- 1 damage to property (vehicle) Dollar Store (S. Congaree Assisted)
- 1 traffic accident report

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SRO report:

- 2 domestic disputes
- contraband confiscated – 1 vape, 1 pipe

All incidents were handled in house by the school.

Code Enforcement:

Code violation ticket issued by Lt. Robinson on April 6th, 2022. He also followed up on two previous outstanding violations.

Mayor Davis stated he wanted to make an announcement. He said that he had a conversation with Chief Williams and he wanted to make it transparent to the public and make sure that factual information gets out. Mayor Davis received a letter from our current Chief (Williams) indicating that he was going to retire. He stated that Chief Williams would be the acting Chief through the end of the month.

Mayor Davis stated that an agreement has been reached and Officer Frankie Neeley has agreed to fill that role on a permanent basis.

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7:05 P.M. – 7:07 P.M. Council Standing Committee Reports:

- a) Finance Committee – Chair Davis & Member Dinkins
Nothing
- b) Public Utilities & Health Committee – Chair Lewie &
Member Simms
Nothing
- c) Property & Recreation Committee – Chair Sturkie & Member
Simms
Nothing
- d) Employee Grievance Committee – Chair Dinkins & Members
Lewie and Sturkie
Nothing

7:07 P.M. – 7:08 P.M. – Informational Council Discussion:

- a) April 28, 2022: Chief’s Forum from 6:00 pm – 6:30 pm
- b) April 28, 2022: Council Quarterly Work Session from
6:45 pm to 7:45 pm
- c) May 17, 2022: Public Hearing & First Reading Ordinance
2022-07 Fiscal budget

Councilwoman Sturkie advised citizens regarding:

1. Community Sunrise Service at 7 A.M. on Easter Sunday at
the South Congaree arena.

2. She congratulated Chief Williams and thanked him for
his service.

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7:09 P.M. Town Council Meeting

1. Call to Order

Mayor Davis called the Town Council Meeting to order with Mayor Pro-Tem Simms, Councilwoman Lewie, Councilman Dinkins and Councilwoman Sturkie present.

Staff Present: Town Administrator, Mrs. Miller, Municipal Clerk, Mrs. Kyzer, Lt. Robinson and Chief Williams.

2. Invocation

Mayor Pro-Tem Simms led those in assembled in prayer.

3. Pledge of Allegiance

Mayor Davis led the Pledge of Allegiance.

4. Freedom of Information Act Compliance

Mayor Davis stated that all requirements for the Freedom of Information Act had been met.

*Note: Chief Williams left the meeting @ 7:13 P.M.

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Approval of Minutes

1. March 8, 2022 Regular Scheduled Council Meeting
Councilwoman Sturkie made a motion to accept the minutes as submitted. Councilwoman Lewie seconded the motion, which was unanimously approved.

Old Business

1. Consideration of Ordinance 2022-05: Amend Town Code §1309,1-511, 6-101 & 6-102 *2nd Reading
Mayor Pro-Tem Simms made a motion to approve Ordinance 2022-05. Councilwoman Sturkie seconded the motion, which was unanimously approved.

New Business

1. Friends of South Congaree-Pine Ridge Library (donation).

Councilwoman Sturkie made a motion to turn this over to the Finance Committee to make a decision. Councilwoman Lewie seconded the motion, which was approved unanimously.

2. Consideration of Resolution 2022-03: Adoption of All Natural Hazards Risk Assessment & Mitigation Plan for The Central Midlands Region of South Carolina.

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Councilman Dinkins made the motion to adopt Resolution 2022-03. Councilwoman Sturkie seconded the motion, which was unanimously approved.

3. Consideration of Ordinance 2022-06: Adoption of Animal Control Ordinance 21-20 *1st Reading.

Councilwoman Lewie made the motion to approve Ordinance 2022-06. Councilman Dinkins seconded the motion, which was unanimously approved.

4. Consideration of Resolution 2022-08: Authorize Receipt of Funds and Designate Allocation for Funding with the Coronavirus State and Local Fiscal Recovery Funds through the American Rescue Plan Act.

Councilwoman Sturkie made a motion to approve Resolution 2022-08. Mayor Pro-Tem Simms seconded the motion, which was unanimously approved.

5. Consideration of Resolution 2022-09: SRO Agreement & Memorandum of Understanding 2021/2022.

Councilman Dinkins made a motion to adopt Resolution 2022-09. Councilwoman Sturkie seconded the motion, which was approved unanimously by Council.

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Citizens Comment Time:

Mayor Davis opened the floor for citizens comments and asked if there was anyone in attendance that wished to speak. Hearing none, he asked the Municipal Clerk if there were any citizens comments via email. She answered, there were none.

Mayor Pro-Tem Simms added a Public Service announcement reminding everyone of the road construction underway on Fish Hatchery Road and to use caution.

Mayor Davis said that the company requested to park their equipment on the old town property and they assured him that the property would not be misused.

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Adjourn

With no further business to discuss, Councilwoman Sturkie made the motion to adjourn, which was seconded by Councilman Dinkins. With Council's unanimous approval, Mayor Davis adjourned the meeting at 7:24 P.M.

Respectfully Submitted,

Susan C. Kyzer
Municipal Clerk

APPROVED:

Daniel D. Davis
Mayor

Date

STATE OF SOUTH CAROLINA)	
)	AN ORDINANCE ADOPTING BY
COUNTY OF LEXINGTON)	REFERENCE THE LEXINGTON COUNTY
)	ANIMAL CONTROL ORDINANCE 21-20
TOWN OF PINE RIDGE)	

WHEREAS, pursuant to S.C. Code of Law §5-7-30, a municipality is authorized to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of powers in relation to roads, streets, markets, law enforcement, health and order in the municipality or respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it, including the authority to fix fines and penalties for the violation of municipal ordinances and regulations, and;

WHEREAS, pursuant to S.C. Code of Law §47-3-20, a municipality is authorized to enact ordinances and promulgate regulations for the care and control of dogs, cats, and other animals and to prescribe penalties for violations and;

WHEREAS, Article IV, Section§1-401(1) of the Pine Ridge Town Code, requires that Town Council shall act by ordinance to adopt legislation pursuant to public notice that was published in the Lexington County Chronicle on March 17, 2022, and;

WHEREAS, the Pine Ridge Town Council wishes to adopt, by reference, the Lexington County Animal Control Ordinance 21-20, and;

WHEREAS, the adoption of the Lexington County Animal Control Ordinance 21-20, by reference, authorizes the County of Lexington, in conjunction with the Town of Pine Ridge, to enforce the Lexington County Animal Control Ordinance within the corporate limits of the Town of Pine Ridge, and;

NOW THEREFORE, BE IT ORDERED AND ORBAINED by the Town of Pine Ridge, South Carolina, in Council duly assembled and by the authority thereof, that:

Section 1. – Lexington County Animal Control Ordinance 21-20 is adopted – Attached hereto as “Appendix F”.

Section 2. – Inconsistent Ordinances – All Ordinances inconsistent herewith are repealed and are of no force and effect.

Section 3. – Amendment of the Town of Pine Ridge Town Code, Chapter 5. Health. Article I. Animals. §5-101 Adoption of Lexington County Ordinance. The Lexington County Animal Control Ordinance 21-20 is hereby adopted by reference and shall be applicable within the town limits of Pine Ridge. The ordinance shall be enforced by the Lexington County Animal Services, in conjunction with the Town of Pine Ridge. The Lexington County Animal Control Ordinance 21-20 shall be published in a separate volume, a copy of which shall be maintained by the Municipal Clerk and filed as Appendix F to this Code. In addition, the Lexington County Animal Control Ordinance 21-20 can be found online at www.lex-co.sc.gov under the Animal Services Department.

DULY ADOPTED THIS 17th day of May, 2022 under the corporate seal of the Town of Pine Ridge.

Public Hearing: April 12, 2022
 First Reading: April 12, 2022
 Second Reading: May 17, 2022

 Daniel D. Davis
 Mayor

Attest:

 Susan C. Kyzer
 Municipal Clerk

APPENDIX F

Lexington County Animal Control Ordinance 21-20



ORDINANCE 21-20

An Ordinance Amending the Lexington County Animal Control Ordinance, Chapter 10, Animals, Article II, Animal Control, Division I, Generally; to Include Section 10-42 Tethering and Shelter. ~~Division II, Rabies Control; and Division III, Exotic Animals; and Division IV, Livestock and Poultry.~~

WHEREAS, it has become apparent that that the County needs to provide some regulation by the County for “Tethering” as defined herein; and

WHEREAS, the County desires to establish guidelines for the humane tethering of ~~dogs~~ pets;

NOW, THEREFORE BE IT ORDAINED, that certain sections of the Animal Control Ordinance are hereby amended as follows:

CHAPTER 10. – ANIMALS.

ARTICLE I. – IN GENERAL.

SECS. 10-1—10-30. – RESERVED.

ARTICLE II. – ANIMAL CONTROL. DIVISION

1. – GENERALLY.

SEC. 10-31. – DEFINITIONS.

SEC. 10-32. – COMMERCIAL BREEDING KENNELS/CATTERIES.

SEC. 10-33. – DOG IDENTIFICATION

SEC. 10-34. – RESTRAINT AND CONFINEMENT.

SEC. 10-35. – ABANDONMENT AND MALTREATMENT.

SEC. 10-36. – IMPOUNDMENT, REMOVAL OF NUISANCE CATS AND VOLUNTARY OWNER SURRENDERS.

SEC. 10-37 – DANGEROUS DOGS.

SEC. 10-38. – REDEMPTION, MANDATORY STERILIZATION AND MICROCHIPPING OF CERTAIN CATS AND DOGS.

SEC. 10-39. – ADOPTION.

SEC. 10-40. – INJURED, DISEASED AND DEAD ANIMALS.

SEC. 10-41. - PET REGULATIONS—COMMERCIAL PURPOSES.

SEC. 10-42. – TETHERING AND SHELTER.

SEC. ~~10-42~~ 10-43. – ENFORCEMENT OF ARTICLE.

**SEC. ~~10-43~~ 10-44. - PENALTY FOR VIOLATION OF ARTICLE. SECS. ~~10-44~~ 10-45-10-60.
- RESERVED.**

DIVISION 2. – RABIES CONTROL

SEC. 10-61. – INOCULATION; CERTIFICATE; TAGS.

SEC. 10-62. – OWNERS REQUIRED TO NOTIFY AUTHORITIES OF SUSPECTED RABID ANIMALS.

SEC. 10-63. – ANIMAL CONTROL OFFICER TO ARRANGE FOR CONFINEMENT OF ANIMAL THAT HAS BITTEN A PERSON.

SEC. 10-64. – REQUIRED PERIOD OF CONFINEMENT OF ANIMAL THAT HAS BITTEN A PERSON; EXAMINATION DURING CONFINEMENT.

SEC. 10-65. – NOTICE TO OWNER OF ANIMAL, OTHER THAN DOG OR CAT THAT HAS ATTACKED OR BITTEN A PERSON.

SEC. 10-66. – CONFINEMENT OF ANIMALS BITTEN BY KNOWN OR SUSPECTED RABID ANIMALS.

SECS. 10-68 – 10-90. – RESERVED.

DIVISION 3. – EXOTIC ANIMALS

SEC. 10-91. – DEFINITION OF *EXOTIC ANIMALS*.

SEC. 10-92. – PROHIBITION.

SEC. 10-93. – PROVISIONS.

SEC. 10-94. – PENALTY.

DIVISION 4. – LIVESTOCK AND POULTRY

SEC. 10-95. PERMITTING LIVESTOCK AND POULTRY TO RUN ESTRAY UNLAWFUL.

SEC. 10-96. NEGLECT OF LIVESTOCK OR POULTRY.

SEC. 10-97. IMPOUNDMENT OF LIVESTOCK OR POULTRY.

SEC. 10-98. REDEMPTION OF IMPOUNDED LIVESTOCK OR POULTRY.

SEC. 10-99. DISPOSITION OF LIVESTOCK OR POULTRY FOUND ESTRAY.

ARTICLE II. – ANIMAL CONTROL. DIVISION

1. – GENERALLY.

SEC. 10-31. – DEFINITIONS.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means a situation in which the owner/caretaker of a pet does not provide for humane disposal of the pet, or transfer ownership to a responsible person or who does not provide or arrange for adequate food, water, shelter and care. This section does not include the responsible release of cats participating in the Community Cat Program.

Animal means a living vertebrate creature except a homo-sapien.

Animal Control Officer means a person employed by the County as an Enforcement Officer of the provisions in this Article.

Animal shelter means any premises so designated by County Council for the purpose of impounding, care, rescue, adoption, and humane euthanasia of all pets held under the authority of this chapter.

Attack dog means a dog that has been trained to attack persons independently or upon verbal command or hand signal.

At-large means any dog that is not under restraint. Any dog not so restrained will be deemed unlawfully running at-large.

Caretaker means any non-custodial party that routinely provides any *community cat* sustenance or allows the cat to remain on or about premises occupied by said person for a period of less than five (5) days.

Cattery means any person engaging in the business of breeding, buying, selling or boarding of cats.

Commercial boarding kennel/cattery means any establishment for the commercial boarding, grooming, sale or training of dogs/cats for which a fee is charged. An animal hospital maintained by a licensed veterinarian as part of the practice of veterinary medicine for the treatment of animals shall not be considered a "*commercial boarding kennel/cattery*."

Commercial breeding kennel/cattery means any person, partnership or corporation or other legal entity that owns, keeps, harbors or is custodian of pets kept or used for stud for which a fee is charged and/or for breeding purposes for which a fee is charged for the offspring. *Commercial breeding kennel/cattery* shall not include:

- (1) Livestock and other farm animals used in customary and normal agricultural husbandry practices; and
- (2) A fancier's kennel/cattery.

Community Cat Program means the terms of an agreement with a pet facility that maintains measures to reduce the number of stray cats within the County by trapping, neutering/spaying, ear tipping and returning the cat to the area in which it was trapped.

Community Cat means a cat that is socialized to humans which lives indoors and outdoors (sometimes called free roaming) and/or a feral cat, which means a cat that is un-socialized or un-accustomed to human interaction. Socialized cats referred to in this section may or may not be owned by a custodial party.

Custodian means any person having custody or custodial power.

Dangerous dog means any dog evidencing characteristics usually associated with a history or an abnormal inclination to attack other pets or persons without provocation.

Estray any livestock or poultry found wandering or abandoned in the public ways or in the lands of any person other than its owner or custodian.

Exposure to rabies means any person or pet that has been bitten by or exposed to any pet known to have been infected with rabies. The Department of Health and Environmental Control or a licensed veterinarian shall make this determination.

Fancier means a person who owns or keeps three (3) or more dogs or cats for noncommercial hunting or for breeding purposes in order to regularly participate in tracking, exhibition in shows, such as field, obedience or performance trials at American Kennel Club (AKC), United Kennel Club (UKC) or Cat Fancier Association (CFA) licensed shows.

Fancier's kennel means a private kennel maintained by a fancier to keep or train dogs or cats.

Guard dog means any dog that is reasonably expected to perform as a guardian of its owner/custodian and/or the property upon and within which the dog is located, and is owned by a licensed security service or commercial establishment.

Hybrid means the offspring of wild animals crossbred with domesticated dogs and cats.

Kennel means any person engaging in the business of breeding, buying, selling or the boarding of dogs.

Livestock means classes and breeds of animals, domesticated or feral, commonly raised or owned for use, sale, or display. This is to include but not limited to equine, swine, sheep, goats, llama, alpaca or cattle of any description.

Maltreatment means the act of any person who deprives any pet of necessary sustenance ~~or a dog with shelter,~~ or inflicts unnecessary pain and/or suffering upon any pet, or causes these things to be done. This shall include failure of a pet owner to provide, or seek, medical care that would prevent unnecessary pain and/or suffering upon any pet.

Neglect means failure of an owner or custodian to provide an appropriate level of sustenance or medical care to any livestock or poultry.

Nuisance Cat means a cat shall be considered a nuisance if an owner/lawful user of any property notifies Lexington County Animal Services that the cat habitually trespasses upon their property and damages their property, causes an unreasonable annoyance to the property owner/lawful user while upon their property, or that harms a person or *pet* on public or private property.

Owner means any person who:

- (1) Has a right of property in an animal.
- (2) Keeps or harbors and animal or who has it in their care or acts as its custodian.

- (3) Permits a pet to remain on or about any premises occupied by said person for a period of five (5) or more days.

Poultry means all avian species including wildfowl, domesticated or feral, commonly raised or owned for use, sale, or display. This is to include by not limited to any goose, duck, chicken, emu, ostrich, guinea or other fowl.

Service dog means any dog recognized by the Americans with Disabilities Act that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Emotional support animals, comfort animals, and therapy dogs are not recognized as service dogs.

Owner Surrender means any pet the owner voluntarily relinquishes to Lexington County Animal Services. This includes relinquishing all rights and any information regarding the disposition of the pet.

Pet means dog or cat, including *community cats*.

Pet shop means any person, partnership, or corporation, whether operated separately or in connection with another business enterprise or other legal entity that buys or brokers any species of animal for resale as pets.

Public nuisance means any dog found at-large or making loud or objectionable sounds.

Restraint means a situation in which a dog is:

- (1) Controlled by a leash when outside the property limits of its owner/custodian whereas the dog is unable to make physical contact with, or attack, other people or animals.
- (2) Under the control and obedient to the owner/custodian's commands within the property limits of the owner/custodian.
- (3) Confined in a secure enclosure or clearly marked invisible fencing designed for confinement.

Roam free means when a *community cat* is allowed to travel freely and unrestrained on and off the property of the owner or care giver.

Shelter shall be defined as a structure appropriately sized for the dog to stand or lie in a normal manner. The structure must have a roof, three (3) sides, appropriate sized opening for ingress and egress, and a dry floor so as to protect the dog from the elements of weather.

Sterilized pet means any pet that has had surgery to remove the reproductive organs.

Tethering means to fasten, chain, tie, secure, or restrain a pet dog to any dog house, tree, fence, or any other stationary object or structure.

SEC. 10-32. - COMMERCIAL BREEDING KENNELS/CATTERIES.

No person shall own or operate a *commercial breeding kennel/cattery* within the County without first obtaining a Certificate of Inspection from Lexington County Animal Services, issued pursuant to this section for which a fee of \$200.00 shall be paid for a two (2) year period. The inspection of *commercial kennels/catteries* shall be constructed, maintained and operated in compliance with the current standards and procedures promulgated by Lexington County

Animal Services and the Humane Society of the United States. Anyone who owns or operates a registered kennel/cattery within the County, must agree to follow-up inspections of the registered location of the Certificate of Inspection. The Animal Services Director may suspend, or revoke, any Certificate of Inspection as a result of noncompliance with the provisions of this chapter. The fees shall be collected by Animal Services and turned over to the County Treasurer. Such fees shall go toward the cost of defraying the expense of operating the animal shelter.

SEC. 10-33. – DOG IDENTIFICATION.

Every owner/custodian is required to see that an identification tag is securely fastened to his or her dog's collar or harness or a microchip registered with the owner's name, phone number, and address has been implanted in the dog. The identification tag will clearly indicate the name and phone number of the owner and must be worn by the dog at all times, unless the dog, accompanied by the owner/custodian, is engaged in hunting or other activity where a collar might endanger the dog's safety.

SEC. 10-34. - RESTRAINT AND CONFINEMENT.

- (a) The owner/custodian shall keep their dog under restraint at all times.
- (b) Invisible fencing must be clearly marked and labeled (i.e. sign on mailbox post, tree).
- (c) No dog shall be permitted to be on school grounds or in a shopping area or similar public place unless on a leash at all times and is under the physical control of the owner or custodian whereas the dog is unable to make physical contact with, or attack, other people or animals.
- (d) No person owning or harboring or having the care or the custody of a dangerous dog may permit the dog to go unconfined on their premises. A dangerous dog is unconfined if the dog is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous dog and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the dog. The dog must not be removed from such building or enclosure unless the dog is securely muzzled and under restraint.
- (e) Every female dog in heat shall be kept confined in a building or secure enclosure or in a veterinary hospital or boarding kennel in such a manner so as not to create a nuisance by attracting other pets.
- (f) Any person reporting a violation of sections (a)-(e) and requesting a summons issued, must identify himself to the Animal Control Officer or must sign an Animal Complaint Form.
- (g) It shall be unlawful for any person to keep upon their premises any dog that is deemed a public nuisance. Any person reporting a violation of section (g), must identify himself to the Animal Control Officer and must sign a Public Nuisance Log.
- (h) If an Animal Control Officer observes a dog at-large, they may pursue the dog onto private property.
- (i) The owner of every dog shall be responsible for the removal of any excreta deposited by the dog on public walkways, recreation areas, or private property.
- (j) No dog shall be kept on a property that the owner/custodian does not occupy on a permanent basis.
- (k) No *community cat* shall be permitted to roam free by an owner or caretaker, unless the cat has been spayed or neutered and has been inoculated against rabies. Any violation of section (k) will be determined based on an investigation by an Animal Control Officer.

- (l) It shall be unlawful to be the owner or custodian of any cat impounded as a *nuisance cat* for the second (2nd) or subsequent offenses. Anyone who attempts to reclaim a cat impounded for the second (2nd) or subsequent offenses, shall be issued a summons to appear at which time the Court will determine the disposition of the cat.

SEC. 10-35. – ABANDONMENT AND MALTREATMENT.

- (a) It shall be unlawful for the owner/custodian of any pet in the County to abandon it. This section does not prohibit the responsible release of *community cats* participating in the *Community Cat Program*.
- (b) It shall be unlawful for anyone in the County to treat any pet in a cruel and/or inhumane manner, which is defined as *maltreatment* in Section 10-31 of this chapter.

SEC. 10-36. – IMPOUNDMENT, REMOVAL OF NUISANCE CATS AND VOLUNTARY OWNER SURRENDERS.

- (a) Immediately after impounding any pet, the Animal Control Officer shall make a reasonable effort to notify the owner/custodian or caretaker of its impoundment and to inform the owner/custodian or caretaker of the conditions whereby they can regain custody of the pet.
- (b) Any dog or cat impounded under the provisions of this Article and not claimed by its owner within five (5) business days becomes the property of Lexington County Animal Services and may be placed into an Adoption Program, transferred to an animal rescue organization, or humanely euthanized by Animal Services. A litter of unidentifiable dogs or cats four (4) months of age or younger may be turned over to any organization established for the purpose of caring for animals immediately, so long as the litter is turned over for life-saving purposes.
- (c) Lexington County Animal Services accepts *owner surrender dogs* upon completion of the Owner Surrender Process set forth by the Animal Services Director. Once a dog is surrendered, no information regarding the disposition will be provided.
- (d) Any cat that has been determined to be a *Nuisance Cat* may be removed from the property affected upon completion of the Nuisance Cat Process set forth by the Animal Services Director. This removal may be done by the owner/lawful user, an Animal Control Officer, or other authorized party. Unless approved by the Animal Services Director, *nuisance cats* will not be accepted by the Lexington County Animal Shelter until completion of the Nuisance Cat Process. Any *nuisance cat* impounded at the Lexington County Animal Shelter shall be subject to the provisions under Section 10-38 of this Article.
- (e) Lexington County Animal Service does not accept *owner surrender cats*.

SEC. 10-37. - DANGEROUS DOGS.

- (a) The Animal Services Director shall have the authority to determine if a dog is a dangerous dog. Animal Services must notify the owner/custodian of the dog in writing that the dog must be registered with Animal Services as dangerous.
- (b) The owner shall notify Animal Services if any changes occur with the following:
 - (1) Ownership of the dog.
 - (2) Name, address and telephone number of a new owner/custodian, at which time Lexington County Animal Services will notify the new owner/custodian of the dangerous dog's status, and also notify Animal Services in the jurisdiction of the location in which the dog is housed.

- (3) Address change of the owner/custodian or any change in the location in which the dog is housed.
 - (4) Any change in the health status of the dog.
 - (5) Death of the dog.
- (c) If the dog is outdoors and attended, the dog shall be muzzled, on a leash and under the control of the owner/custodian.
- (d) If the dog is outdoors and unattended, the dog must be locked in an escape-proof kennel. The minimum standards for an escape-proof kennel shall include the following:
- (1) Fencing materials shall not have openings with a diameter of more than two (2) inches; in the case of a wooden fence, the gaps shall not be more than two (2) inches.
 - (2) Any gates within such pen or structure shall be padlocked and of such design to prevent the entry of children or the escape of the dog.
 - (3) The required pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be imbedded into the ground or concrete.
 - (4) The pen or structure shall protect the dog from the elements.
 - (5) A universal sign denoting a dangerous dog or animal shall be displayed on all four (4) sides of the pen or structure.
- (e) It shall be illegal for anyone to own or be the custodian of a hybrid.

SEC. 10-38. - REDEMPTION, MANDATORY STERILIZATION AND MICROCHIPPING OF CERTAIN PETS.

- (a) The owner or caretaker shall be entitled to resume possession of an impounded pet, except as provided in this section in the cases of certain pets, upon providing proof of a Valid Rabies Inoculation for the year in which the pet is being held and proper identification requirements and the payment of redemption fees set forth in this section.
- (b) Any owner wishing to redeem their dog that has been impounded due to a violation of restraint and confinement or an owner or caretaker of a *nuisance cat*, must agree in to provide written proof of the pet being sterilized within thirty (30) days of redemption, unless one of the following:
- (1) Any owner or caretaker of a pet who can furnish a statement by a licensed veterinarian that for medical reasons the spay or neuter procedure is not appropriate at this time.
 - (2) Any owner or caretaker of one (1) or more purebred pet who can furnish proof of participation in at least three (3) nationally recognized conformation or obedience shows within the past 12 months. This is to include pets registered through the American Kennel Club (AKC), United Kennel Club (UKC) or any other organization approved at the discretion of the Animal Services Director.
 - (3) Any dog trained and certified to be a *service dog* for its owner. Proof of training and certification may be requested and reviewed by the Animal Services Director.
 - (4) Any dog trained and certified to be a used for hunting is exempt from this section. Proof of training and certification may be requested and reviewed by the Animal Services Director.
 - (5) Any dog used for hunting purposes for which proof of training and certification cannot be provided is exempt from mandatory sterilization upon the first (1st) offense of this section. Any such dog will be subject to mandatory sterilization upon second (2nd) impoundment for Violation of Restraint and Confinement.

- (6) Anyone who claims their pet is used for commercial breeding purposes within Lexington County. Anyone who claims this exception shall be considered the pet's owner. For this exception to be valid, the pet owner must have a current Breeder Registration Certificate under section 10-32 of this chapter or apply for one within 30 days of redemption.
- (c) Any owner wishing to redeem their dog that has been impounded due to a violation of restraint and confinement or an owner or caretaker of a *nuisance cat* and the pet does not have a microchip implanted, must agree in writing to having a microchip implanted at the cost of \$10.
- (d) In the case of a *dangerous dog* that the owner has failed to control properly and which has been impounded, redemption may be made only with the consent of the Animal Services Director.
- (e) The owner of an *impounded dog* must request the redemption of their dog in person. In certain cases, the dog may not be released by Animal Services unless authorized by an Animal Control Officer, or the Animal Services Director, with assurance from the owner that proper care and custody will be maintained. This may include an inspection of the premises where the dog will be housed to ensure steps are taken to properly care for and maintain custody of the dog.
- (f) Any fees in this subsection collected by Animal Services shall be turned over to the County Treasurer, who shall make a monthly accounting of such funds. Such fees, when collected, shall go toward defraying the expense of operating the Animal Shelter. The fees in this section may be waived at the discretion of the Animal Services Director. The fees shall be as follows:
- (1) Dogs: An initial fee of \$15.00 will be charged for impoundment for a period of one (1) to five (5) days. The additional sum of \$5.00 will be charged for each day the dog is kept beyond five (5) days. Upon a second (2nd) offense, a fee of \$30.00 will be charged. Upon a third (3rd) offense, if the Animal Services Director allows the dog to be reclaimed, a fee of \$50.00 will be charged.
 - (2) Cats: An initial fee of \$15.00 will be charged for impoundment for a period of one (1) to five (5) days. The additional sum of \$5.00 will be charged for each day the cat is kept beyond five (5) days. Any cat impounded as a *nuisance cat* for the second (2nd) or subsequent times shall not be reclaimed until a Court Hearing where Lexington County Animal Services (LCAS) will request the Court to determine the disposition of the cat.
- (g) If an owner or caretaker redeeming a pet cannot show proof of inoculation against rabies for the year in which the pet is being held, the owner or caretaker shall be required to pay \$10.00 for the Rabies Inoculation.
- (h) Lexington County Animal Services may hold a pet pending Court for any violation of this chapter at the discretion of the Animal Services Director. Lexington County Animal Services may request the Court to order the surrender of any pet where the Animal Services Director determines it is in the best interest of the pet or the public. If the Court grants the request, the pet will become property of the Lexington County Animal Services who will determine the appropriate disposition of the pet.

SEC. 10-39. - ADOPTION.

- (a) Any pet impounded under the provisions of this Article may, at the end of the Legal Detention Period, may be adopted by a person deemed to be a responsible and suitable owner, who will agree to comply with the provisions of this Article. All required fees must be paid at the time of adoption in addition to an Adoption Fee. Those individuals adopting puppies or kittens too young to receive Rabies Inoculation will pay the cost for this procedure at the time of adoption and be given an appointment for a later time to have this procedure accomplished.

- (b) No unsterilized pet, which has been impounded by Animal Services, shall be allowed to be adopted unless it has been sterilized.

SEC. 10-40. - INJURED, DISEASED AND DEAD ANIMALS.

- (a) Anyone who strikes a pet with a motor vehicle or bicycle and injures or kills the pet must notify Animal Services or the Sheriff's Department immediately. The Animal Control Officer or the Sheriff's Department will then take the necessary steps to provide for the proper treatment or disposal of the pet.
- (b) Any animal received or impounded by Animal Services in critical condition from wounds, injuries or disease may be humanely euthanized at the discretion of the Animal Services Director and/or the Animal Services Veterinarian if the owner/custodian or caretaker cannot be contacted. If the animal is suffering great pain, or has a confirmed infectious disease placing other animals at risk, it may be humanely euthanized immediately.
- (c) The owner/custodian or caretaker of any pet, which dies, shall immediately provide for its burial or cremation if they know of its death and the location of its remains. If they fail to do so within three (3) hours, the Animal Control Officer shall arrange for the disposal and the owner/custodian or caretaker shall be required to pay the cost thereof, not to exceed \$50.00.
- (d) The Animal Control Officer shall cause to be collected all dead domestic animals found on public grounds or roadways of the County. If the animal is identifiable, the Animal Control Officer will notify the owner/custodian of the animal as soon as practical. Citizens may call Lexington County Public Works at 803-785-8364 if the animal is on a County road or South Carolina Transportation Maintenance 803-359-4103 if the animal is on a State road.

SEC. 10-41. - PET REGULATIONS—COMMERCIAL PURPOSES.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, of any pet, on a roadside, public right-of-way, public property, commercial parking lot or sidewalk, fair or carnival.
- (b) No person shall offer a pet as an inducement to purchase a product, commodity or service.
- (c) A flea market pet sale vendor must:
 - (1) Possess a registration with Lexington County Animal Services that will be valid for ninety (90) days from date of issue.
 - (2) Display, at all times, the Lexington County Animal Services' approved Registration Application at the booth.
 - (3) Allow Kennel and Booth Inspections by Lexington County Animal Services upon request.
- (d) Licensed pet shops, commercial kennels, County Animal Shelters, and licensed pet rescue organizations may be exempt from the requirements of this section with prior written approval from the Animal Services Director or designee. The written approval document must be kept on site and produced upon request to Law Enforcement and Code Enforcement personnel.

SEC. 10-42. – TETHERING AND SHELTER.

- (a) It shall be unlawful to tether ~~an animal~~ pet while outdoors except when all of the following conditions are met:
- (1) The animal pet must be over the age of six (6) months.
 - (2) The tether is connected to the animal pet with a collar or a body harness made of nylon, leather, or other durable non-metallic material.
 - (3) The collar or harness shall be an appropriate size and fit as to not cause injury to the animal pet.
 - (4) The tether has a minimum of twelve-feet in length and a swivel-type termination at both ends.
 - (5) The total tether weight does not exceed ten (10) percent of the ~~animal's~~ pet's body weight.
 - (6) The animal pet is tethered so as to prevent injury, strangulation or entanglement on objects or structures.
 - (7) The animal pet has access to fresh water and shelter as defined in this article.
 - (8) The animal pet is not tethered where any object or structure may interfere or impede free movement of the tether.
 - (9) The animal pet is not sick or injured.
 - (10) The animal pet is not tethered in such proximity to any other tethered animal that would allow entanglement.
 - (11) Any pulley, running line or trolley system to which a tether is attached shall be no less than twelve (12) feet in length between stopping points. The ~~dog~~ pet shall be free from entanglement with any trees, shrubbery, posts, object or structure.
- (b) No dog, tethered or untethered, shall be left outside unattended for 30 minutes or longer during a four (4) hour period when:
- (1) The temperatures are below 40° Fahrenheit for a sustained four (4) hour period, unless adequate bedding and shelter as defined in this chapter are provided to protect the animal from the elements.
 - (2) The temperatures are above 90° Fahrenheit for a sustained four (4) hour period, unless adequate shade is provided to protect the animal from the elements. Shelter as defined in this chapter may be used as shade if there is adequate relief from the heat or has additional shade covering.
- (c) No dog, tethered or untethered, shall be left outside unattended for a period of two (2) continuous hours without access to *shelter* as defined in this chapter regardless of temperature.
- (d) No pet dog, tethered or untethered, shall be kept in an area that exposes them to items that would cause unnecessary risk of harm, excessive animal waste, trash, standing water/mud, uncontrolled parasite or rodent infestation.

This section shall not apply to ~~animals~~ pets tethered as part of training for hunting or sport dogs, animals involved in public events (~~dog~~ shows, exhibitions, etc.) or animals at campgrounds located within the areas of Lexington County.

Nothing in this section shall be construed to prohibit a person from walking ~~an animal~~ pet on a hand-held leash and is under control of the person walking them.

SEC. ~~10-42~~ 10-43. - ENFORCEMENT OF ARTICLE.

- (a) The provisions of this Article shall be enforced by Animal Services under the supervision of the Animal Services Director in all unincorporated areas of the County except wherein the governing body of any municipality, by resolution filed with the Clerk, so indicates that it desires the provisions of this Article be enforced within the jurisdictional limits of the respective municipality.
- (b) Lexington County Animal Control Officers shall be appointed as County Code Enforcement Officers or duly commissioned Class I or Class III Officers Certified by the South Carolina Criminal Justice Academy.
- (c) If the Animal Control Officers are unable to respond to complaints due to other commitments, the County Sheriff's Department or other authorized Law Enforcement Agency may respond to complaints.
- (d) Persons empowered to enforce this Article shall have the authority to destroy any pet, which appears to be dangerous, and may endanger their safety or the safety of other persons or animals. Further, after reasonable attempts to capture and/or restrain unsuccessfully a dog in violation of section 10-34, restraint and confinement (by physical means and/or trapping), as a last resort, petition the Magistrate to have the dog humanely euthanized.
- (e) The Animal Control Officers will, if necessary, obtain a Search Warrant to enter any premises upon which it is suspected a violation of this Article exists. The Officer may demand to examine such pet and take possession of the pet when, in their opinion, it requires removal from the premises.
- (f) No person shall interfere with, hinder or molest the Animal Services' Staff in the execution of their duties, or seek to release any pet in the custody of Animal Services.
- (g) When a pet is found in violation of any provision of this Article, Animal Control Officers, at their discretion, may:
 - (1) Impound the pet.
 - (2) Issue notice of violation.
 - (3) Issue court summons.

SEC. ~~10-43~~ 10-44. - PENALTY FOR VIOLATION OF ARTICLE.

The violation of any section of this Article shall constitute a misdemeanor and shall be punishable under Magistrate's Court jurisdiction.

SECS. ~~10-44~~ 10-45 -10-60. - RESERVED.

DIVISION 2. - RABIES CONTROL

SEC. 10-61. - INOCULATION; CERTIFICATE; TAGS.

- (a) No person shall own, keep or harbor any pet within the County over the age of twelve (12) weeks, unless such pet has been inoculated against rabies as provided in this section; unless the owner or caretaker of the pet can furnish a statement by a licensed veterinarian that for medical reasons, the inoculation is not appropriate at this time.
- (b) Every owner/custodian or caretaker of a pet will have their pet inoculated against rabies in such a manner as to provide continual protection.
- (c) A State Board of Health Certificate of pet Rabies Vaccination will be issued by a licensed graduate veterinarian for each pet stating the name and address of the owner or caretaker, the name, breed, color and markings, age, sex of the pet and the veterinary or Pharmaceutical Control Number of the vaccination.
- (d) Coincident with the issuance of the Certificate, the licensed graduate veterinarian shall also furnish a serially numbered metal license tag bearing the same number and year as the Certificate. The metal license tag shall bear the name of the veterinarian who administered the vaccination and shall at all times be attached to a collar or harness worn by the pet for which the Certificate and tag has been issued.
- (e) The owner/custodian or caretaker shall have a valid Certificate of Rabies Immunization readily available for inspection by competent authority at all times.
- (f) If a rabies tag is lost, the owner/custodian or caretaker will obtain a duplicate tag without delay.
- (g) If there is a change in ownership of a pet during the valid period of immunization, the new owner may have the current Certificate of Immunization transferred to their name.
- (h) A Certificate of Rabies Immunization issued by a licensed veterinarian from another state will be accepted as valid evidence.

SEC. 10-62. - OWNERS REQUIRED TO NOTIFY AUTHORITIES OF SUSPECTED RABID ANIMALS.

Whenever a pet or other animal is affected by rabies or suspected of being affected by rabies or has been bitten by an animal known or suspected to be affected by rabies, the owner of the animal or any person having knowledge thereof shall forthwith notify Animal Services and the Department of Health and Environmental Control stating precisely where the animal may be found.

SEC. 10-63. - ANIMAL CONTROL OFFICER TO ARRANGE FOR CONFINEMENT OF ANIMAL THAT HAS BITTEN A PERSON.

The Animal Control Officer, in conjunction with the Department of Health and Environmental Control, shall arrange for the supervised confinement of any pet or other animal, which has bitten a person. Such confinement may be on the premises of the owner/custodian, at the discretion of the investigating Animal Control Officer and if the owner/custodian will sign an agreement assuming total responsibility for the safe confinement of the pet or other animal. In cases where the officer determines that confinement on the premises of the owner/custodian is not in the best interest of the animal's health or public safety, confinement shall be at the County Animal Shelter, a private animal shelter, veterinary hospital or humane society shelter at the owner's expense.

SEC. 10-64. - REQUIRED PERIOD OF CONFINEMENT OF ANIMAL THAT HAS BITTEN A PERSON; EXAMINATION DURING CONFINEMENT.

Any pet or other animal, which has bitten a person, must be confined for a period of at least ten (10) days. The Department of Health and Environmental Control or the County Animal Officer will be permitted by the owner/custodian of such pet or animal to examine the animal at any time, and daily if desired, within the ten (10)

day period of confinement to determine whether such animal shows symptoms of rabies. No person shall obstruct or interfere with the County Animal Officer or the Department of Health and Environmental Control in making such examination.

SEC. 10-65. - NOTICE TO OWNER OF ANIMAL, OTHER THAN DOG OR CAT THAT HAS ATTACKED OR BITTEN A PERSON.

In the case of a pet other than a dog or cat which has attacked or bitten a person, the Department of Health and Environmental Control shall serve notice upon the owner/custodian of such pet that the owner/custodian shall have the animal humanely euthanized immediately and have the brain submitted for rabies examination.

SEC. 10-66. - CONFINEMENT OF ANIMALS BITTEN BY KNOWN OR SUSPECTED RABID ANIMALS.

The Department of Health and Environmental Control shall serve notice in writing upon the owner/custodian of a pet or other animal known to have been bitten by an animal known or suspected of being affected by rabies requiring the owner/custodian to confine such animal for a period of not less than six (6) months; except that, animals properly treated with Antirabic Vaccine shall be confined for a period of not less than three (3) months.

SEC. 10-67. - KILLING OR REMOVING FROM JURISDICTION SUSPECTED RABID ANIMALS PROHIBITED; EXCEPTION.

No person shall kill, or cause to be killed, any rabid pet or other animal, or one suspected of having been exposed to rabies or which has bitten a person, nor remove such pet or animal from the jurisdiction of the County without written permission of the Department of Health and Environmental Control. An exception to the preceding requirement is in the event of the possibility of the animal's escape or additional biting in which case the animal is to be killed and the Department of Health and Environmental Control contacted immediately.

SECS. 10-68—10-90. - RESERVED.

DIVISION 3. - EXOTIC ANIMALS

SEC. 10-91. - DEFINITION OF EXOTIC ANIMALS.

Exotic animal means those species of animals that are exotic to humans. *Exotic animals* include:

- (1) Class Mammalia.
 - (a) Order Artiodactyla (only hippopotamuses and giraffes).
 - (b) Order Carnivora (only those specified below):
 - (1) Family Felidae [(all species except domestic cats) this includes lions, tigers, cougars, leopards, ocelots, servals].
 - (2) Family Canidae (only wolves, coyotes and jackals).
 - (3) Family Ursidae (all bears).
 - (4) Family Hyaenidae (hyenas).

(c) Order Perissodactyla (only rhinoceroses).

(d) Order Primates (only gorillas).

(e) Order Proboscidae (elephants).

(2) Class Reptilia.

(a) Order Squamata (only varanidae family animals specified below):

(1) Family Varanidae (only water monitors and crocodile monitors).

(b) Order Crocodilia (such as crocodiles, alligators, caimans, gavials, etc.); all species.

SEC. 10-92. - PROHIBITION.

It shall be unlawful to keep, maintain, or have in his or her possession or control within the unincorporated portion of Lexington County any *exotic animal* as defined herein.

SEC. 10-93. - PROVISIONS.

The provisions of Section 10-92 shall not apply to Riverbanks Zoo and Lexington County approved circuses that are within the unincorporated area of the County.

SEC. 10-94. - PENALTY.

Any person violating the provisions of Section 10-92 shall be subject to the maximum penalty as authorized by the Magistrate's Court and as further set forth in the general penalty, Section 1-8 of the Lexington County Code of Ordinances. Lexington County Animal Services may take immediate possession of an *exotic animal* and transfer the *exotic animal* to a rescue group outside of Lexington County.

DIVISION 4. – LIVESTOCK AND POULTRY

SEC. 10-95. PERMITTING LIVESTOCK AND POULTRY TO RUN ESTRAY UNLAWFUL.

(a) It shall be unlawful for any owner, custodian or person to willfully or negligently permit any live stock or poultry to run estray. Any owner, custodian or person violating the provisions of this article shall constitute a misdemeanor and shall be punishable under magistrate's court jurisdiction.

(b) If an Animal Control Officer observes livestock or poultry estray, they may pursue the livestock or poultry onto private property.

SEC. 10-96. NEGLECT OF LIVESTOCK OR POULTRY.

(a) It shall be unlawful for any owner or custodian to neglect any live stock or poultry. A person violating the provisions of this article shall constitute a misdemeanor and shall be punishable under magistrate's court jurisdiction.

Sec. 10-97. IMPOUNDMENT OF LIVESTOCK OR POULTRY.

- (a) Any livestock or poultry impounded by the County of Lexington shall be held at the County impound facility unless such impoundment is impractical for safety or medical concerns. Animals impounded at any alternate facilities by, or at the direction of, the County of Lexington shall be considered to be under the care and control of the County.
- (b) Immediately after impounding any livestock or poultry, the Animal Control Officer or designated personnel shall make a reasonable effort to notify the owner/custodian or caretaker of its impoundment and to inform the owner/custodian or caretaker of the conditions whereby they can regain custody of the animal.

SEC. 10-.98 REDEMPTION OF IMPOUNDED LIVESTOCK OR POULTRY.

- (a) Upon payment of redemption fees, the owner or custodian shall be entitled to resume possession of an impounded livestock or poultry held as stray, except in cases where the continued impoundment is determined to be in the best interest of the animal's health or public safety.
- (b) Lexington County Animal Services may hold any livestock or poultry pending Court for any violation of this section at the discretion of the Animal Services Director. Lexington County Animal Services may request the Court to order the surrender of any livestock or poultry where the Animal Services Director determines it is in the best interest of the animal or the public. If the Court grants the request, the livestock or poultry will become property of the Lexington County Animal Services who will determine the appropriate disposition of the animal.
- (c) The redemptions fees for livestock and poultry will be determined by the Animal Services Director. These fees will be determined based on the type of animal, length of impoundment, and care provided. Any fees in this subsection collected by Animal Services shall be turned over to the County Treasurer, who shall make a monthly accounting of such funds.

SEC. 10-99. DISPOSITION OF LIVESTOCK OR POULTRY FOUND ESTRAY.


- (a) Any livestock or poultry impounded under the provisions of this Article and not claimed by its owner within five (5) business days becomes the property of Lexington County Animal Services and may be placed into an adoption program, transferred to an animal rescue organization, or humanely euthanized by Animal Services.

This Ordinance shall become effective upon adoption.

Enacted on this 11 day of January, 2022.

LEXINGTON COUNTY, SOUTH CAROLINA

{SEAL}

By: 
M. Todd Cullum, Council Chairman
Scotty R. Whetstone

Attest:

By: 
Brittany Shumpert, Clerk to Council

First Reading: November 9, 2021
Public Hearing: December 14, 2021
Second Reading: December 14, 2021
Third & Final Reading: January 11, 2022
With Clerk of Court: _____

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

**PROCLAMATION FOR
PEACE OFFICERS'
MEMORIAL WEEK**

To recognize National Police Week 2022 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Pine Ridge Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty was honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil, on the evening of May 13, 2022; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

NOW, THEREFORE, BE IT RESOLVED that the Pine Ridge Town Council will observe May 11-17, 2022, as National Police Week in the Town of Pine Ridge, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Witness our hands and seals this 17th day of May 2022, at Pine Ridge, South Carolina.

Mayor Daniel D. Davis

Councilmember Floyd W. Dinkins III

Mayor Pro-tem Scott N. Simms

Councilmember Melissa A. Lewie

Councilmember Elizabeth S. Sturkie

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

AN ORDINANCE TO ADOPT THE
 2022-2023 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 in the Chronicle, which is a newspaper of general circulation, on April 7, 2022; 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 2022-2023 Fiscal Year Budget.

Section 2. 2022-2023 Fiscal Year Budget

The 2022-2023 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 14TH DAY OF JUNE 2022.

Public Hearing: May 17, 2022
 First Reading: May 17, 2022
 Second Reading: June 14, 2022

Attest:

 Daniel D. Davis
 Mayor

 Susan C. Kyzer, Municipal Clerk

	Approved 2021-2022 Budget	Proposed 2022-2023 Budget	Amount of Change	Percentage of Change
REVENUES				
BUSINESS LICENSE	123,000.00	126,000.00	3,000.00	2.38
FINES AND PENALTIES	89,000.00	125,000.00	36,000.00	28.80
S.C. AID TO SUBDIVISIONS	50,179.00	51,000.00	821.00	1.61
MASC - COURT FINES	1,000.00	1,000.00	0.00	0.00
MASC - ADMIN FEES	500.00	500.00	0.00	0.00
DOMINION FRANCHISE FEE	132,000.00	138,000.00	6,000.00	4.35
SALE OF CAPITAL ASSETS	0.00	15,000.00	15,000.00	100.00
SANITATION FRANCHISE FEE	430.00	450.00	20.00	4.44
ZONING	5,000.00	5,000.00	0.00	0.00
SPECTRUM FRANCHISE FEE	19,500.00	20,000.00	500.00	2.50
MASC-BUSINESS LICENSE	166,000.00	175,000.00	9,000.00	5.14
BELLSOUTH (AT&T) FRANCHISE FEE	5,000.00	5,000.00	0.00	0.00
TNC ASSESSMENT	100.00	100.00	0.00	0.00
GRANT INCOME-DPS-SRO	0.00	81,135.00	81,135.00	100.00
FUND BALANCE	74,700.00	0.00	(74,700.00)	(100.00)
INTEREST INCOME	450.00	450.00	0.00	0.00
FILING FEES	110.00	0.00	(110.00)	(100.00)
MC-BOND ESTREATMENT	4,000.00	4,000.00	0.00	0.00
SUNDRY	50.00	100.00	50.00	50.00
TOTAL REVENUES	671,019.00	747,735.00	76,716.00	10.26
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	2,500.00	2,500.00	0.00	0.00
ZONING TECH SUPPORT	6,000.00	6,000.00	0.00	0.00
ACCOUNTING	12,000.00	10,000.00	(2,000.00)	(20.00)
LEGAL	6,000.00	5,000.00	(1,000.00)	(20.00)
PAYROLL SERVICES	1,500.00	2,000.00	500.00	25.00
INSURANCE & BONDING	20,000.00	25,500.00	5,500.00	21.57
BANK CHARGES	150.00	150.00	0.00	0.00
MILEAGE	500.00	500.00	0.00	0.00
POSTAGE	500.00	500.00	0.00	0.00
UTILITIES	16,500.00	16,500.00	0.00	0.00
TELEPHONE	7,180.00	7,180.00	0.00	0.00
INTERNET SERVICES	2,200.00	2,200.00	0.00	0.00
ELECTION EXPENSES	1,500.00	0.00	(1,500.00)	(100.00)
PUBLIC NOTICES	500.00	500.00	0.00	0.00
DUES	1,450.00	1,450.00	0.00	0.00
BUILDING & MAINTENANCE	18,500.00	18,500.00	0.00	0.00
NPDES PERMITS	8,100.00	8,100.00	0.00	0.00
PINE RIDGE WEB SITE	1,755.00	1,755.00	0.00	0.00
FUND BALANCE-PURCH/RENO	74,700.00	0.00	(74,700.00)	(100.00)

	Approved 2021-2022 Budget	Proposed 2022-2023 Budget	Amount of Change	Percentage of Change
EQUIPMENT	500.00	0.00	(500.00)	(100.00)
CAPITAL IMPROVEMENT FUND	5,000.00	5,000.00	0.00	0.00
DONATIONS	6,500.00	6,500.00	0.00	0.00
CHRISTMAS TREE LIGHTING	1,550.00	0.00	(1,550.00)	0.00
MEALS AND MEETING - COUNCIL	500.00	200.00	(300.00)	(150.00)
SUNDRY	50.00	0.00	(50.00)	0.00
REPAIR&MAINT	9,000.00	5,000.00	(4,000.00)	(80.00)
GAS AND OIL	8,500.00	12,500.00	4,000.00	32.00
PD TECH SUPPORT	2,500.00	3,000.00	500.00	16.67
POLICE DEPT.SUPPLIES	1,700.00	1,200.00	(500.00)	(41.67)
DUES	300.00	300.00	0.00	0.00
1033 PROGRAM	500.00	500.00	0.00	0.00
EQUIPMENT	500.00	0.00	(500.00)	(100.00)
VEHICLE INSURANCE	5,000.00	7,000.00	2,000.00	28.57
UNIFORMS	2,000.00	2,000.00	0.00	0.00
PD EMPLOYMENT EXPENSES	0.00	600.00	600.00	100.00
COMMUNITY RELATIONS	500.00	500.00	0.00	0.00
LAWTRAK LICENSE	4,010.00	4,010.00	0.00	0.00
TRAINING & MEALS	1,300.00	1,300.00	0.00	0.00
SALARIES - JUDGES	7,001.00	7,056.00	55.00	0.78
JURY FEES	252.00	252.00	0.00	0.00
INDIGENT DEFENSE	800.00	800.00	0.00	0.00
COURT TRAINING	2,235.00	2,235.00	0.00	0.00
COURT SUPPLIES	300.00	300.00	0.00	0.00
COURT DEFENSE ATTORNEY	2,000.00	2,000.00	0.00	0.00
COURT ASSESSMENTS	34,000.00	70,737.50	36,737.50	51.93
DETENTION FEES	100.00	100.00	0.00	0.00
VICTIMS ASSISTANCE-TRAINING	1,300.00	1,300.00	0.00	0.00
VICTIMS ASSISTANCE-PAYROLL	8,000.00	8,000.00	0.00	0.00
VICTIMS ASSISTANCE-STATE FUNDS	4,000.00	6,037.50	2,037.50	33.75
VICTIMS ASSISTANCE-OTHER	800.00	800.00	0.00	0.00
VICTIMS ASSISTANCE-VOYAGER	2,500.00	2,500.00	0.00	0.00
PAYROLL	236,315.24	245,000.00	8,684.76	3.54
TAXES - PAYROLL	21,000.00	23,500.00	2,500.00	10.64
PART-TIME CLERK	19,000.00	20,000.00	1,000.00	5.00
PART-TIME POLICE	20,000.00	20,000.00	0.00	0.00
WORKMEN'S COMPENSATION	3,000.00	5,800.00	2,800.00	48.28
RETIREMENT-POLICE	23,460.92	27,200.00	3,739.08	13.75
RETIREMENT-ADMIN.	17,500.40	19,800.00	2,299.60	11.61
SRO PROGRAM (SC DPS GRANT)	0.00	81,135.00	81,135.00	100.00
GROUP LIFE	675.00	775.00	100.00	12.90
HEALTH INSURANCE	29,000.00	38,000.00	9,000.00	23.68
TOTAL EXPENSES	670,884.56	747,473.00	76,588.44	10.25
NET INCOME	\$ 134.44	\$ 262.00	127.56	

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
TOWN OF PINE RIDGE

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RESOLUTION 2022-10

**RESOLUTION OF THE MAYOR AND COUNCIL
FOR THE TOWN OF PINE RIDGE, SOUTH CAROLINA
APPROVING THE SCHOOL RESOURCE OFFICER AGREEMENT
AND MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Town of Pine Ridge Police Department has submitted for a grant from the South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs in the amount of \$81,135 for the 2022/2023 school year beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, Lexington County School District Two has requested, and the Town has agreed, that the Town's Police Department will provide a School Resource Officer ("SRO") for Herbert A. Wood Elementary; and

WHEREAS, the Town finds that SROs fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process; and

WHEREAS, Lexington County School District has presented the Town with a School Resource Officer Agreement and Memorandum of Understanding; and

WHEREAS, S.C. Code Section 23-20-40(B), which is part of Chapter 20 of Title 23 of the State Code, provides that an agreement entered into pursuant to that chapter on behalf of a law enforcement agency must be approved by the appropriate governing body of the concerned county, municipality or other political subdivision; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Pine Ridge, South Carolina, in Council duly assembled, that:

Section 1. The School Resource Officer Agreement and Memorandum of Understanding between the Town of Pine Ridge, its Police Department and Lexington County School District Two is hereby approved.

Section 2. The Mayor and the Chief of Police are authorized to sign the Agreement and Memorandum of Understanding on behalf of the Town.

Section 3. This resolution is effective upon adoption.

ADOPTED this 17th day of May 2022.

Mayor Daniel D. Davis

Mayor Pro-tem Scott N. Simms

Councilmember Floyd W. Dinkins III

Councilmember Elizabeth S. Sturkie

Councilmember Melissa A. Lewie

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

RESOLUTION 2022-11

A RESOLUTION AUTHORIZING ALLOCATIONS FOR FUNDING WITH THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT.

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriated funding to States for distribution to non-entitlement units of local government (NEUs); and

WHEREAS, the Town of Pine Ridge is a NEU as defined by ARPA; and

WHEREAS, Fund 123, American Rescue Plan Fund, was established for receipt of the Town's allocation as well as expenditures, as appropriated by Town Council in accordance with guidance adopted by the U.S. Department of Treasury; and

WHEREAS, the Town received the first tranche of funding totaling \$291,762.12 in November 2021, with the second tranche of \$291,762.12 expected in the fall of 2022; and

WHEREAS, Town Council adopted Resolution 2022-08, obligating State and Local Fiscal Recovery Funds (SLFRF) funds for use under revenue loss replacement; and

WHEREAS, expenditure of SLFRF funds is required to be approved by Town Council via resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby designates the following allocations and amount of funding for the Town through the American Rescue Plan Act proceeds:

1. Two new Police Department vehicles and equipment	\$112,436.24
2. Premium Pay to Employees	\$ 39,638.03
3. Two mobile radios for two new vehicles	\$ 8,525.68
Total of ARPA expenditure request 1	\$160,599.95
Balance of non-allocated ARPA Funds	\$422,924.29

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PINE RIDGE, SOUTH CAROLINA, ON THIS 17TH DAY OF MAY, 2022.

Mayor Daniel D. Davis

Councilmember Floyd W. Dinkins III

Mayor Pro-Tem Scott N. Simms

Councilmember Elizabeth S. Sturkie

Councilmember Melissa A. Lewie