

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

KEVIN SMITH and HUNTER SUMMEY,
individually and on behalf of all others
similarly situated,

Plaintiffs

vs.

CITY OF ISLE OF PALMS, SC, CITY OF
FOLLY BEACH, SC, and PCI MUNICIPAL
SERVICES, LLC

Defendants

**IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT**

CASE NO:- _____

**SUMMONS
(Jury Trial)**

TO: CITY OF ISLE OF PALMS, SC

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscriber at his office, 32 Ann Street, Charleston, South Carolina 29403 within thirty (30) days after the date of service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, and an Order of Default and Judgement against you will be rendered for that relief so demanded in the Complaint.

Dated: February 11, 2025

By: /s/ Paul J. Doolittle

Paul J. Doolittle (S.C. Bar No. 66490)
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Attorney for Defendant/Counter-Plaintiff

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**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

KEVIN SMITH and HUNTER
SUMMEY, individually and on behalf
of all others similarly situated,
Plaintiff,

vs.

City of Isle of Palms, SC, City of Folly
Beach, SC, and PCI
Municipal Services, LLC

**IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT**

Civil Case No.: _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

COME NOW the above-named Plaintiffs, Kevin Smith and Hunter Summey (“Plaintiffs”), individually and on behalf of all others similarly situated, and respectfully submits the following Class Action Complaint against Defendants City of Isle of Palms, City of Folly Beach, and PCI Municipal Services, LLC, (“Defendants”, “Cities”, or “PCI”), complaining and alleging, upon information and belief, as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Smith is a citizen and resident of Charleston County, South Carolina.
2. Plaintiff Summey is a citizen and resident of Charleston County, South Carolina.
3. Defendant City of Isle of Palms is a political subdivision of the State of South Carolina as defined in § 15-78-10 *et seq.* of the Code of Laws of South Carolina. At all times herein mentioned, the City acted and carried on its business by and through its agents, servants, and/or employees at various locations within Charleston County, South Carolina and has its principal place of business in Charleston County, South Carolina.

4. Defendant City of Folly Beach is a political subdivision of the State of South Carolina as defined in § 15-78-10 *et seq.* of the Code of Laws of South Carolina. At all times herein mentioned, the City acted and carried on its business by and through its agents, servants, and/or employees at various locations within Charleston County, South Carolina and has its principal place of business in Charleston County, South Carolina.

5. Upon information and belief, Defendant PCI Municipal Services, LLC, is a limited liability company organized and existing pursuant to the laws of the state of Michigan and registered to do business in the state of South Carolina.

6. The incident(s) giving rise to this action occurred in Charleston County, South Carolina.

7. Venue and jurisdiction are proper for the foregoing reasons.

CLASS ALLEGATIONS

8. **Definition of the Class:** Plaintiffs bring this action individually and on behalf of all persons as the Court may determine to be appropriate for class certification. Plaintiffs seek to represent a **South Carolina Residential Class** which is a class of persons preliminarily defined as:

All South Carolina residents who received parking violations from PCI Municipal Services, LLC in the Cities of Isle of Palms and Folly Beach, South Carolina from February 21, 2024, through the present time (the “Class”).

9. Excluded from the Class are Defendants and its affiliates, successors, officers, directors, agents, servants, or employees, and the immediate family members of such persons. Plaintiffs reserve the right to modify the class definition and/or propose one or more subclasses if discovery reveals such modifications are appropriate.

10. **Numerosity:** There being no magic number necessary to establish numerosity, upon information and belief, there are more than 20 individuals within the proposed class. *See, Middleton v. SunStar Acceptance Corp.*, 2000 WL 33385388, at *3 (S.C. Com. Pl. Jan. 13, 2000).

11. **Commonality:** Common questions of law and fact predominate over any individual questions affecting Class members, including, but not limited to the following:

- a. Whether the Cities divested themselves of core functions or police powers to protect the safety of the public, including the issuance of citations for violations of parking ordinances.
- b. Whether there was direct supervision or control by the Cities of the third-party employees issuing the citations.
- c. Whether anyone other than law enforcement or code enforcement officers employed by the Cities can issue parking citations.
- d. The proper measure of damages.

12. **Typicality:** Plaintiffs and all others similarly situated have the same interest in this matter as all the other members of the Class, and their claims are typical of all members of the Class. If brought and prosecuted individually, the claims of each Class Member would require proof of many of the same material and substantive facts, rely upon the same legal theories and seek the same type of relief.

13. All claims have a common origin and share a common basis: they originate from the same actions taken by Defendants with regard to enforcement of parking and issuance of violations.

14. All Class Members have suffered injury in fact resulting in monetary loss.

15. **Adequacy of Representation:** Plaintiffs' claims are sufficiently aligned with the interests of the absent members of the Class to ensure that the Class claims will be prosecuted with

diligence and care by Plaintiffs as representatives of the Class. Plaintiffs will fairly and adequately represent the interests of the Class and does not have interests adverse to the Class.

16. Plaintiffs have retained the services of counsel, who are experienced in complex class action litigation. Plaintiffs' counsel will adequately prosecute this action and will otherwise protect and fairly and adequately represent Plaintiffs and all absent Class Members.

17. **Superiority:** The class action mechanism is superior to other procedures for the management and administration of this case because:

- a. The interest of individual Class Members in controlling this litigation are relatively insignificant when weighed against the benefits of having all claims adjudicated in a single forum and a single proceeding;
- b. There appears to be no pending litigation involving the issues raised by this case in any other forum;
- c. There are substantial benefits and advantages to be achieved in terms of the conservation of overburdened judicial resources by focusing the adjudication of this case in a single forum; and
- d. There are no substantial difficulties of management likely to be encountered.

FACTUAL ALLEGATIONS

18. On February 21, 2024, Defendant City of Isle of Palms entered into the Parking Management Services Agreement (“Agreement”) with Defendant PCI to perform certain functions for the City, including the issuance of parking citations on state roads and public road rights of way within the jurisdiction of the City. (Exhibit 1)

19. The Agreement establishes that PCI and its employees are not employees of City but are independent contractors.

20. PCI is incentivized to issue tickets for parking violations by retaining 24% of all Gross Parking Revenue which includes “all parking fees, permit fees, boot fees, immobilization

fees and parking citation fines and fees" from City's municipal parking lots and state roads and rights of way.

21. PCI has been overly aggressive in its issuance of parking citations which has caused a public outcry and has been covered extensively by the local newspapers and news stations.

22. To quote one article from *The Post and Courier*, "The city's first summer season with third-party parking enforcement has concluded, leading to thousands of citations being doled out and hundreds of thousands of dollars in fines being raked in. From the beginning of May to Labor Day weekend, a four-month stretch that draws thousands of visitors to the beach, over 5,600 parking tickets were handed out by PCI Municipal Services on the Isle of Palms, more tickets than were issued in all of 2023."¹

23. Plaintiff Smith is one of the thousands of individuals who received a parking violation from PCI. Plaintiff Smith received his ticket from PCI at Isle of Palms.

24. For Plaintiff Smith, his parking violation was issued for \$100.

25. Plaintiff Summey received his ticket from PCI at Folly Beach.

26. After months of beach parking controversy, the South Carolina Attorney General weighed in on the issue concluding that, "Parking enforcement involves the exercise of a municipalities police powers. Based on prior opinions of this Office, police power may not be delegated to private entities absent legislative or constitutional authority. Finding no such authority, we do not believe a municipality may delegate parking enforcement to a private entity. (Exhibit 2).

¹ https://www.postandcourier.com/news/parking-tickets-isle-of-palms/article_dc15b014-6ebc-11ef-8bf4-fbf0ede46050.html

27. As evidenced by the Attorney General's Opinion, a municipality's police powers are conferred to them by the Legislature primarily through section 5-7-30 of the South Carolina Code (Supp. 2023).

28. Both the South Carolina courts and the Legislature recognize that parking falls under such authority.

29. However, the City of Isle of Palms unlawfully delegated such authority and jurisdiction, which is exclusively reserved to law enforcement, to a private entity.

30. Upon information and belief, the City of Folly Beach has entered into identical agreements with PCI and have also unlawfully delegated their police powers to a private entity.

31. As such, any monies collected by the Cities and PCI were collected illegally and without the force of law.

32. As a result of Defendants' conduct, Plaintiffs and Class Members have suffered damages.

CAUSES OF ACTION

COUNT I **Injunctive Relief**

33. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

34. Plaintiffs and the Class are entitled to immediate injunctive relief to enjoin Defendants from continuing to enforce their parking ordinances and collect fines for parking violations through the use of a private entity, PCI Municipal Services, LLC, as such is in violation of the Constitution and laws of the State of South Carolina.

35. Plaintiffs and the Class will suffer irreparable harm without an injunction in that they are forced to pay fines to a private entity that is illegally enforcing municipalities' parking

ordinances that includes collecting fines and an appeal process through a third party rather than the municipalities' court system.

36. There is a strong likelihood that Plaintiffs and the Class will succeed on the merits of their case as per the opinion of the Attorney General attached hereto as Exhibit 1.

37. Plaintiffs and the Class request that injunctive relief be issued and that all monies previously collected for parking violations be paid into a separate trust account and held pending the outcome of this case.

COUNT II
Action for Declaratory Judgment

38. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

39. Plaintiff, individually and on behalf of the Class and pursuant to S.C. Code Ann. §15-53-20 et seq., prays this Court declare the actions of Defendants as a prohibited delegation of their police powers delegated by the State Legislature and in violation of the Constitution, constituting ultra vires acts, and violative of the statutes, including, but not limited to, S.C. Code Ann. §5-7-30 relevant hereto.

40. Plaintiff, individually and on behalf of the Class, requests that this Court declare that the Defendants have violated the rights of himself and Class Members.

41. Plaintiffs and Class Members are entitled to an Order of such declaration that prohibits the Defendants from further perpetrating unlawful delegation of their police powers to a private entity, and requiring Defendants to refund the fines illegally obtained from Plaintiffs and Class Members.

42. Plaintiffs further request that the Court order the Defendants to refund Plaintiffs and Class Members for all parking fines collected in violation of the statutory law and Constitution of the State of South Carolina.

43. Lastly, that the Court declare that the process by which the Cities enforce parking ordinances through a third party such as Defendant PCI Municipal Services, LLC, is an unlawful delegation of a municipality's police powers and that only a municipality and its police force may regulate parking pursuant to South Carolina law.

COUNT III
UNJUST ENRICHMENT
(Against PCI Municipal Services, LLC)

44. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

45. Substantial benefits have been conferred on Defendant PCI by Plaintiffs and class members through the payment of illegally issued parking fines.

46. Defendant knowingly and willingly accepted and enjoyed these benefits.

47. Defendant either knew or should have known that the payments rendered by Plaintiffs and the Class were given and received with the expectation that violations were properly issued in compliance with South Carolina law.

48. As such, it would be inequitable for Defendant to retain the benefit of the payments under these circumstances.

49. Defendant's acceptance and retention of the benefits of the payments from Plaintiffs and the members of the Class under the circumstances alleged herein make it inequitable for Defendant to retain the benefits without payment of the value to Plaintiffs and the members of the Class.

50. Plaintiffs and the members of the Class are entitled to recover from Defendant all amounts wrongfully collected by Defendant, plus interest thereon.

51. Plaintiffs and the members of the Class seek actual damages, injunctive and declaratory relief, attorneys' fees, costs, and any other just and proper relief available under the laws.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Classes, request that the Court enter judgment in their favor and against Defendants, awarding as follows:

- A. Certifying the Class as proposed herein, designating Plaintiffs as Class representatives, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendants are financially responsible for notifying the proposed Class Members of the pendency of this action;
- C. Award all actual, general, special, incidental, statutory, consequential and punitive damages to which Plaintiffs and Class Members are entitled;
- D. Declaring that all parking fines collected by Defendants be held in trust pending the outcome of this lawsuit and that such monies be refunded to those Class members who paid the tickets.
- E. Scheduling a trial by jury in this action;
- F. Awarding pre and post-judgment interest on any amounts awarded, as permitted by law;
- G. Costs including reasonable attorneys' fees, court costs, and other litigation expenses; and,
- H. Any other relief the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of all those similarly situated, hereby requests a jury trial on all claims so triable.

Dated: February 11, 2025

Respectfully Submitted,

/s/ Paul J. Doolittle
Paul J. Doolittle (S.C. Bar No. 66490)
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Attorneys for Plaintiff

Exhibit 1

PARKING MANAGEMENT SERVICES AGREEMENT

STATE OF SOUTH CAROLINA

CITY OF ISLE OF PALMS

THIS AGREEMENT ("Agreement") is made this 21 day of February, 2024, between PCI Municipal Services, LLC (hereinafter called "Contractor") and the City of Isle of Palms, South Carolina (hereinafter called "City"), a municipal corporation organized and existing under the laws of the State of South Carolina (collectively the "Parties").

WHEREAS, the City has a need for a qualified contractor to provide Parking Management and Enforcement Services;

WHEREAS, the City issued an RFP for Parking Management Services (Request for Proposals (RFP) 2023-05), (attached hereto as Exhibit A);

WHEREAS, Contractor submitted a proposal for Parking Management Services (attached hereto as Exhibit B) in response to the City's RFP which was received by the City and selected by the City;

WHEREAS, the City and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the City and the Contractor, the Parties hereto agree as follows:

The term of this Agreement shall commence on March 1, 2024, and shall continue in effect for a period of three (3) years from the said commencement date, subject to the rights of termination detailed herein. Upon expiration of the initial Term, the parties may mutually agree to extend the Agreement for an additional two (2) year term.

This Agreement shall not be assigned nor subcontracted by Contractor in whole or in part without the prior written consent of City.

System, as defined herein and consistent with Exhibits A and B, shall be operated by Contractor as a municipal system and shall be used for no other purpose without prior written approval of City. Contractor shall manage, operate, and promote the use of System in accordance with all laws and governmental regulations.

Contractor agrees to set aside the necessary parking spaces to protect any previous or future commitments made by the City, and Contractor agrees to honor any allocations of parking space that City deems necessary. Contractor agrees to operate System in a manner consistent with satisfying, as efficiently as possible, the operating requests and expectations of City which are detailed in the City's RFP.

On or before the twentieth (20th) day of each month, starting in the second month of this Agreement, Contractor shall provide to City a Monthly Operating Statement, that includes complete and accurate accounting of all revenues, receipts, and any reimbursable expenses for the preceding month. This will be accompanied with a cover letter providing an Executive Summary of the previous month to highlight activities and items that vary substantially, if any, from the budget.

PARKING MANAGEMENT SERVICES AGREEMENT

A. System Parking Locations & Spaces

1. The City Parking Program ("System") consists of approximately 658 paid parking spaces, including the following:

- a) Ocean Boulevard (on-street) – 155 spaces
- b) Municipal Parking Lot A – 100 spaces
- c) Municipal Parking Lot B – 393 spaces

2. The City's Municipal Parking Lots are operational between 8:00 a.m. and 8:00 p.m. seven (7) days a week between March 1st and October 31st each year.

3. The City shall establish the parking rates for its paid parking program, including parking fees, permit fees, and fines.

4. The City may expand the number of parking spaces in its paid parking program. Contractor agrees to manage any parking spaces added by the City under the terms and conditions of this Agreement. In the event that the City's addition of parking spaces to the System requires an alteration of the terms and conditions of this Agreement, the parties will address such in an Addendum to this Agreement.

B. Relationship and Management Fee

1. Contractor has been authorized as the exclusive manager of the City Parking Program ("System") and shall operate System at the direction of City.

2. Operating Payment by Contractor to City.

In return for the right to retain all Parking Revenue generated from the System, Contractor shall pay the City a monthly "Operating Payment". The Operating Payment shall be equal to seventy-six percent (76%) of the total "Gross Parking Revenue". The first Operating Payment hereunder shall be due to the City on or before the 20th day of the second month of this Agreement, with monthly payments being payable on or before the 20th day of all succeeding months during the Term of this Agreement.

- a. Gross Parking Revenues includes: all parking fees, permit fees, boot fees, Immobilization Fees, and parking citation fines and fees collected by either Party from the System. Convenience fees assessed by third party technology providers shall be excluded in the calculation of Gross Parking Revenues.
- b. The calculation of the monthly Operating Payment shall be based upon total Gross Parking Revenues, less applicable taxes and credit card processing fees.
- c. Contractor shall make the Operating Payment to the City ACH to a bank account of the City's designation.
- d. .

3. Independent Contractor.

In performing its responsibilities and obligations pursuant to this Agreement, it is understood and agreed that Contractor is acting as an independent contractor, and Contractor is not a partner, joint-venture partner, agent, subcontractor, or employee of the City. Contractor acknowledges and agrees that neither

PARKING MANAGEMENT SERVICES AGREEMENT

it, nor its employees or agents have any right, power, or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon the City. Nothing herein shall diminish the right of Contractor to receive reimbursement from City for any preapproved—in writing—reimbursable Operating Expenses set forth in this Contract, but City shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses or any other cost, fee, fine, penalty, or otherwise incurred by or owed by Contractor.

4. City and Contractor agree that during the term of this Agreement all personnel employed by Contractor to operate the System shall be solely the employees of Contractor and shall have no contractual or employment relationship with City.
5. Contractor shall be responsible for payment of all its business income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.

6. Contractor shall have full responsibility for hiring, firing, and managing its employees and/or agents. However, should the City request the removal of any personnel for any reason, Contractor shall remove such employee as soon as possible, but in any event no more than three (3) working days from the City's request, and replace such employee with another qualified employee, if asked by City. Contractor shall comply with all applicable federal, state, and local laws and regulations. The Contractor shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers' compensation laws and regulations.

C. Scope of Work

1. Contractor agrees to operate System in a high-quality and efficient manner following industry standard best practices, and all applicable laws including local ordinances, and shall comply with the requirements and terms of Exhibits A and B attached hereto.
2. Contractor shall employ honest, competent, and courteous personnel who are adequately trained and capable of performing the duties assigned to them in accordance with this Agreement. Contractor shall provide adequate staffing levels needed to afford acceptable levels of customer service and meet its obligations under this Agreement. This may include, but not be limited to additional staff needed to accommodate special events and/or other special circumstances without any reduction in the monthly Operating Payment due to City. All staff shall present themselves in a professional manner, maintain good hygiene, and wear neat and clean uniforms.
3. Contractor shall provide appropriate job skills and customer service training to all employees on an on-going basis throughout the term of the Agreement.
4. Contractor agrees that the fees charged for parking in the System shall be set by the City. Contractor will be given thirty (30) days written notice of any changes.
5. Contractor shall manage the System in a professional manner with a high level of customer service.
6. The City will purchase and own all parking meters utilized for the collection of parking fees for the System. City shall turn over to the Contractor at the commencement of this Agreement parking meters

PARKING MANAGEMENT SERVICES AGREEMENT

that are in good working order and fully operational. Any spare parts for the parking meters that the City owns at the commencement of this Agreement shall be turned over to Contractor to utilize in the performance of its duties. The machines must print receipts or other proof of payment for customer's records and citation disputes (though not necessarily for display and enforcement).

7. Contractor, at its own expense, must maintain to professionally accepted standards the City's parking meters, including maintenance and repair. In particular, rust and paint should be addressed regularly and all maintained obligations are that of Contractor and shall be performed on an ongoing basis without specific request or notice from City to Contractor. Where a machine must be replaced, Contractor must report promptly to the City and make backup option available. Contractor shall work with the City to disconnect and store the City's parking meters prior to storms.

8. The contractor must secure their own electronic payment/merchant card vendor that is compatible with the City's parking machines. Transaction fees for parking should ideally be 3% or less, but not exceed 5%.

9. Parking Enforcement & Citation Management Duties

a. Contractor shall provide parking enforcement and issue citations for vehicles parked in violation of paid parking rules, as well as general parking enforcement, according to City ordinance.

b. The Contractor is responsible for managing all parking citations & violations.

c. Contractor will be responsible for providing or procuring their own citation system and the administration of it to include the collections and delinquency processes.

d. Contractor shall also be prepared to adequately represent their citations at City court for those customers who choose to contest them.

e. Contractor shall be responsible for the immobilization of vehicles per City ordinances. Contractor shall secure a self-releasing immobilization technology from a qualified third-party vendor to be used in the performance of its duties hereunder. The City approved Immobilization Fee collected from customers shall be used to pay for this service.

10. Contractor shall be responsive to timely requests for parking related assistance from City staff and public safety dispatch.

11. Contractor shall manage and administer an annual residential and paid nonresidential parking permit program in accordance with policies approved by the City.

12. Contractor must staff weekly office hours, with increased hours when resident decals are first available. Contractor must have adequate staff present during all advertised office hours. The City will make sufficient office space available for Contractor.

13. Contractor shall provide a professional parking website to serve as a source of information and promotion of the System. The City shall have the authority to approve all website content prior to publication.

14. Other Requirements of Contractor:

PARKING MANAGEMENT SERVICES AGREEMENT

- a. Require all employees involved with issuance of citations, collection, or handling of money, or appeals of parking citations to undergo a reasonable screening process, including criminal background checks. All background check results shall be available for review upon request of the City.
- b. Ensure that all employees engaged in above activities undergo a detailed training program. Contractor shall collaborate with the City on the scope and content of its employee training programs.
- c. Maintenance of state and local licenses necessary to operate a business in the City of Isle of Palms.
- d. Comply with all applicable federal, state, and local laws, ordinances, and regulations.

D. Revenue

1. Contractor agrees to collect or cause to be collected all the revenues from the operation and use of the System. Revenue shall include all sources of revenue including parking fee payments, parking permit fees, citation fines (including fines collected by a collection agency), immobilization fees, irregular payments for special events, and any other sources that may occur from time to time throughout the term of the Agreement.
2. Contractor shall engage a collection agency licensed to collect debt in the State of South Carolina to pursue the collection of the City's unpaid parking citations over 90 days old. The collection agency shall be authorized to charge collection fees in accordance with the laws of the State of South Carolina.
3. All receipts collected by Contractor shall be deposited in a timely manner, typically the next business day, by Contractor in the bank account designated by Contractor.
4. In the event of a loss or theft of funds, Contractor shall immediately notify City. The amount of theft or loss shall be accounted for and repaid by the Contractor within thirty (30) days.
5. All parking permit receipts will be remitted to an address determined by the Contractor and deposited into the Contractor's bank account.
6. Contractor shall consider alternative ways to generate revenue within the System including promoting under-used spaces, maximizing available spaces in each lot, and seasonal pricing. All efforts under this section and pricing are subject to limits set by and approval of the City in the Agreement or per City Resolution or Ordinance.

E. Operating Expenses

1. Contractor shall be responsible for all of its Operating Expenses required to provide the Scope of Work as detailed herein, including but not limited to all payroll, payroll taxes, hiring, employee training, insurance premiums to maintain coverages as required herein, uniforms, supplies, software and hardware fees related to parking enforcement for its staff, digital permitting software subscription fees, operating supplies, parking signage, cost of the parking lot occupancy system as proposed, vehicle expenses, credit card processing fees, permits and licenses.
2. City shall be responsible for its Operating Expenses, including necessary structural repairs and maintenance of the parking lots, roadways, sidewalks, and curbs. Contractor shall notify City in writing of any repairs, maintenance, or otherwise issues/hazards related to the parking lots, roadways, sidewalks, and curbs that Contractor or its agents, employees, or representatives identifies or believes

PARKING MANAGEMENT SERVICES AGREEMENT

should be addressed. The City shall also be responsible for all costs of capital expenditures related to the System, including the purchase of new parking kiosks, property insurance premiums, utilities for the parking lots, landscaping, lighting and bulb replacement, trash and general cleaning related to the System.

F. Accounting & Reporting

1. Contractor will provide a monthly operating statement to the City detailing all revenues, separated between parking lots and paid street spaces, as well as parking enforcement citation revenue. Contractor shall provide a detailed reporting of Gross Revenues, including applicable credit card fee documentation.
2. Contractor will submit for City approval, all accounting, collection, and cash handling procedures. Contractor will strive to maximize revenues, but not at the expense of customer service or facility maintenance.
3. In addition to the routine audits/reviews performed by Contractor's local staff, the Contractor shall have the audits/reviews performed by personnel not involved with the System on a routine basis, the findings of which shall promptly be provided to the City. The Contractor shall be required to maintain and retain all financial records concerning the Services, the terms of this Agreement, and the City including all accounting, reporting, audit, and review records (internal, external, and/or conducted by third-parties), for a period of at least five (5) years. Contractor must provide complete copies of any and all records to the City within twenty (20) days of the City's request unless the parties agree to a longer time in writing. Contractor must also permit the City to access, review, and copy any and all records concerning the Services, the terms of this Agreement, and the City in the manner in which those records are kept in the ordinary course of business to include, but not limited to, internal or third-party databases, emails or messaging applications, or other electronic means.

G. Facility Maintenance

1. Contractor will assist the City in the removal of trash and debris from the parking lots, however, the City shall be primarily responsible for the parking lot cleaning and maintenance.
2. Contractor shall be responsible for all parking signage, including installation and maintenance thereof. All signage shall be approved by the City prior to installation. Lot signage shall clearly include instructions for payment, enforcement dates/times, and rates.
3. City shall be responsible for grading, construction repairs, and landscaping. Once per month, Contractor shall submit a full report to the City of repairs and upgrades needed within the System.
4. Contractor shall be responsible for maintaining a chalked line along the roadways on Palm Boulevard. Vehicles are required to park 4' feet off of the pavement on Palm Boulevard on the ocean side between 21st – 40th Avenue and the non-ocean side between 46th and 53rd Avenue. Vendor is required to create and maintain a visible line with white chalk 4 feet off the pavement in these areas.
5. Contractor shall prepare an assessment report of all parking payment kiosks, their anticipated lifespans, and current replacements needed should be submitted to the City for budgeting in January of each year.

H. Information Technology

PARKING MANAGEMENT SERVICES AGREEMENT

1. Contractor shall employ an in-house IT team, or qualified IT service provider, with the technical competency and experience to create and maintain both effective and user-friendly customer and client facing IT applications, including but not limited to web-based payment and request systems, a System website, mobile payment applications, and other parking solutions.
2. Contractor shall perform routine and preventative maintenance on all parking and information technology equipment with a goal of keeping all equipment up and running effectively.
3. Contractor shall have the staff, capability, and capacity to recommend, procure, and implement new technologies to System as requested. As new technologies are considered or added to System, Contractor shall provide City with project planning details that include cost estimates, timelines, and schedule for implementation.
4. City shall retain all rights and access to the parking data generated from System.
5. Contractor shall be required to be the merchant of record on behalf of the City, and to accept related responsibility, to facilitate acceptance credit card payments throughout System.

I. Insurance

1. Contractor, and any of their subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this Agreement, and shall keep such insurance in force during the entire term of the Agreement. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of South Carolina.
2. Premiums with respect to such policies required to be carried by Contractor shall be paid by Contractor.
3. Contractor shall carry liability insurance in such amounts as shown below, pay all the premiums thereon when due and to cause such insurance to name the City as additional insured thereunder:
 - a. Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of South Carolina.
 - b. Commercial General Liability Insurance, on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in annual aggregate. Aggregate limit requirement can be met by using an umbrella policy and/or excess policy or a combination of both.
 - c. Automobile Liability, including South Carolina At-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Crime insurance coverage of not less than \$100,000.00 covering acts of fraud, mysterious disappearance or theft of money, check alteration and forgery, computer fraud, funds transfer fraud, money order and counterfeit money crimes, employee theft and burglary, and including third-party crime endorsement.
 - e. Additional Insured, Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the City of Isle of Palms as an additional insured.

PARKING MANAGEMENT SERVICES AGREEMENT

g. Cancellation Notice: Certificates evidencing all insurance coverage listed above shall be furnished by the Contractor to City and such certificates shall contain an endorsement requiring the insurance carrier to provide at least thirty (30) days written notice in the event of cancellation or material change.

J. Indemnification

1. Except as provided in Paragraph J(2) below, Contractor does hereby agree to indemnify, defend, and save City harmless of and from all claims, liability, loss, costs, demands, and expense (including without limitation reasonable attorneys' fees) arising out of or in any manner related to (i) the management or operation of the System by Contractor or any of its agents or employees, unless due to sole negligence of City or its agents, or (ii) any violation of, or failure to comply with, the terms of this Agreement by Contractor or any of its agents or employees. Contractor agrees to defend City, at Contractor's sole expense, in any and all claims, suits, or legal or administrative proceedings instituted against City that arise out of any such claims or demands, and agrees to pay and satisfy any judgment rendered against City or any compromise or settlement of claim or judgment resulting therefrom. This indemnity shall survive the expiration or termination of this Agreement.
2. In no event shall Contractor indemnify or defend City with respect to, or otherwise be responsible for, claims, costs, expenses or other liabilities arising out of or in connection with (i) structural defects in the System, (ii) violations of applicable statutes, ordinances, regulations or rules relating to the System and not caused by Contractor, (iii) sole negligent actions or failure(s) to act of City, its employees or agents, or (iv) any construction activities which City performs or causes to be performed in the System.
3. Promptly upon becoming aware of any claim or matter (an "Indemnified Claim") hereunder, City shall give Contractor written notice of, and a reasonable time in which to assume its requirement to defend City's interests relative to the Indemnified Claim; however, that in the event Contractor does not within a reasonable assume said defense, City shall be free to do so on its own without in any manner waiving, reducing, altering or impairing Contractor's obligations relative to the Indemnified Claim and shall be responsible for all costs associated with the same. If Contractor assumes and diligently pursues the defense of the Indemnified Claim, City agrees not to enter into any settlement or compromise of same without Contractor's prior written consent, which shall not be unreasonably withheld.

K. Health and Safety

1. Contractor agrees that Contractor has been retained by City for reasons which include Contractor's expertise regarding the safety and health hazards associated with System and services to be performed by Contractor. Contractor agrees that it has and will have sole responsibility for the health, safety and welfare of its employees and all other persons performing services for System. At all times while performing services, Contractor will also comply with all applicable health, safety, security and environmental procedures, policies, and guidelines of City.
2. It is expressly acknowledged that Contractor is not a security company, nor a provider of security services, and is offering no services related to security as a part of this Agreement for the facilities, fixtures, or patrons.

L. Penalties and Termination

PARKING MANAGEMENT SERVICES AGREEMENT

1. The City may cancel this Agreement for any reason, with or without cause, upon sixty (60) days' written notice to Contractor.
2. In the event Contractor shall fail to abide to this Agreement fully and faithfully, City shall have the right to forthwith terminate the Agreement immediately, regain immediate possession of the System, and hold Contractor liable for any damages resulting to City. City agrees to provide Contractor with a reasonable opportunity to cure any issues rated to its performance hereunder.
3. If it shall become impossible on account of Force Majeure for Contractor or City to fulfill its obligations under the Agreement, such party shall be excused from the performance of said obligation, including Contractor's timely payment of the Operating Payment, for the period that said performance is impossible. The term "Force Majeure" as used in this paragraph shall include:
 - a) fire, pandemic, earthquake, weather events, acts of God, strike, or other labor disturbance beyond the reasonable control of Contractor, riot or civil commotion, failure of power, law or regulation which prohibits performance, court order, insurrections, war or any other matter or situation of a like nature (including local hostilities), with or without formal declaration of war.
 - b) Any law regulation or order of any government authority prohibiting the performance of the obligations set forth in this Agreement.

M. Other

1. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. The previous sentence notwithstanding, no assignment of or subcontracting under this Agreement or the rights and obligations of Contractor shall be valid without the prior written consent of City.
2. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease but is merely a recitation of contract provisions.
3. If any section of this Agreement is found unlawful or illegal or becomes so, the remainder of the contracted terms shall remain in full force and effect.
4. The terms of this Agreement shall be modified only by a written addendum signed by both City and Contractor.
5. City has the right to add or remove spaces, facilities, or services, to System in a permanent way, at its sole discretion. In this case all fees and contractual obligations for any deletions or additions to System shall be mutually negotiated between the parties

N. Notification

1. Notice to both City and Contractor shall be sent using overnight courier service; signature required for delivery, or by certified mail, return receipt requested; to the following addresses:

To City:

City of Isle of Palms
Attn: City Manager

PARKING MANAGEMENT SERVICES AGREEMENT

1207 Palm Boulevard
Isle of Palms, SC 29451

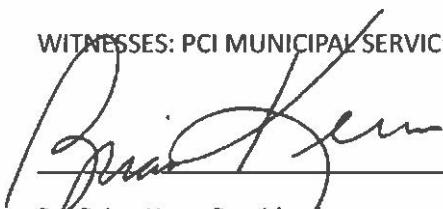
To Contractor:

PCI Municipal Services, LLC
12 Mauchly, Building I
Irvine, CA 92618
Attention: Brian Kern, President via email bkern@municipalparking.com

2. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of South Carolina. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Charleston County, South Carolina Court of Common Pleas.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES: PCI MUNICIPAL SERVICES, LLC.



By: Brian Kern, President
Its: President & Owner

Date: 2/21/2024

WITNESSES: CITY OF ISLE OF PALMS



By:
Its: City Administrator

Date: 2/21/2024

PARKING MANAGEMENT SERVICES AGREEMENT

EXHIBIT A - RFP

PARKING MANAGEMENT SERVICES AGREEMENT

EXHIBIT B – PCI Municipal Services Proposal

Request for Proposals (RFP) 2023-05

Parking Management Services

In compliance with the City's Procurement Code, the City of Isle ("The City") is requesting proposals from qualified firms with prior parking management experience for the purpose of managing the City's paid parking program and enforcement of the City's general parking ordinances. Paid parking management includes the on-street parking spaces on Ocean Boulevard between 10th and 14th Avenue and the two (2) Municipal Parking Lots on Pavilion Drive. Parking enforcement covers all streets on the island, including the Resident Parking District and Beach Parking District along the public street rights-of-way.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from various firms, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who can best meet the needs of the City.

The bid is for a three-year contract, with an option to renew for two additional years, subject to cancellation for any reason with 60 days' notice.

A. Scope of Work

All duties listed as performed by the contractor must be paid out of the parking revenue as an expenditure prior to any revenue share.

1. Manage the City's paid parking spaces on Ocean Boulevard between 10th – 14th Avenue and the City-owned parking lots on Pavilion Drive as described in Exhibit A.
2. Contractor must make available text to pay software for paid parking areas.
3. The City owns 18 parking kiosks for parking revenue collection. As kiosks reach the end of their useful life, they will be retired. The City plans to only keep 6 kiosks long term.
 - a. The Contractor must maintain the parking kiosks to professionally accepted standards including maintenance and repair.
 - b. Where a machine must be replaced, the contractor must report promptly to the City and make backup option available.
 - c. The contractor must secure their own electronic payment/merchant card vendor that is compatible with the City's parking machines. Transaction fees for parking should ideally be 3% or less, but not exceed 5%.
4. Issue citations to vehicles violating paid parking rules and general parking regulations.
 - a. The contractor is responsible for managing all parking citations & violations.
 - b. The contractor will be responsible for providing or procuring their own citation system and the administration of it to include the collections and delinquency processes.
 - c. The contractor should also be prepared to adequately represent their citations at Municipal Court for those customers who choose to contest them.
 - d. Enforce the City's Beach Parking Plan, which regulates parking along the public street rights of way in the Residential Parking District between 9:00 a.m. and 6:00 p.m. During these hours, parking along the Residential Parking District is

restricted only to vehicles who display a valid resident parking decal. The City's Beach Parking Plan is included as Exhibit B.

- e. Enforce general parking ordinances island wide in accordance with section 8-2-45, 8-2-2, 8-2-4 through 8-2-6.
5. Issue annual residential parking decals to include ordering stickers prior to January 1, holding office hours, and making electronic renewal available to residents.
6. Sell seasonal parking passes for the City-owned parking lots on Pavilion Drive.
7. Vehicles are required to park 4' feet off of the pavement on Palm Boulevard on the ocean side between 21st – 40th Avenue and the non-ocean side between 46th and 53rd Avenue. Vendor is required to create and maintain a visible line with white chalk 4 feet off the pavement in these areas. Example included in Exhibit C. This had historically been done as a courtesy to the public. However, enforcement does not depend on the existence of the white line.
8. Report any damaged or missing parking signs to the Police Department for replacement.
9. Contractor must provide and staff direct phone line and online portal for all parking related complaints and questions.
10. Contractor must staff weekly office hours, with increased hours when resident decals are first available. Contractor must have staff present during all advertised office hours. The City will make space (but no storage and not necessarily a private office) available at City Hall or other customer service locations provided by the City.
11. Contractor must be available to return to the island after a storm to check on kiosks and perform necessary maintenance and repairs as needed.
12. Contractor will provide monthly profit and loss report to the City Finance Director detailing revenues separated between parking lots and paid on-street spaces as well as parking enforcement citation revenue. All contractor-related expenses to include employee wages/benefits, operating expenses, repair/maintenance, insurance, management fees, and other administrative expenses shall also be detailed to arrive at month end net profit or loss (P&L). The P&L revenues will specifically separate parking, paid space violation, and public right of way violation expenditures for City accounting purposes.
13. Contractor will provide a monthly bank deposit report reconciled to the profit and loss statement.
14. The P&L and payment of reported revenues are due to the City within 30 days of the reported month.
15. Contractor shall consider alternative ways to generate revenue including promoting under-used spaces and maximizing available spaces in each lot. All pricing will be set by the City. Ideas for parking fee changes may be considered during the bid evaluation if described in the proposal.
16. All parking lots or spaces are subject to temporary closure by the City at any time. Contractor has no expectation that all spaces will always remain available throughout the contract.

B. Other Requirements of the Contractor:

1. Require all employees involved with issuance of citations, collection, or handling of money, or appeals of parking citations to undergo criminal background checks and drug testing to be conducted by the parking contractor. All background checks and drug test results shall be submitted to the Human Resources Manager.
2. Ensure that all employees engaged in above activities undergo a training program.
3. Maintain liability insurance with the City of Isle of Palms as a named insured in the amount of two million dollars.
4. Carry workers compensation insurance.
5. Maintenance of state and local licenses necessary to operate a business in the City of Isle of Palms. These costs are not to be paid in whole or in part by the City.
6. Indemnify and hold the City of Isle of Palms harmless for any and all claims arising out of its operation of the parking lots and performance of its duties under this contract.
7. Comply with all applicable federal, state, and local laws, ordinances, and regulations.
8. Contract may be canceled by either party for any reason with 60 days' notice.

C. Proposal Process

Deadline for Questions – The deadline for questions is **2:00 p.m. Friday, June 9, 2023**.

Proposers should send questions regarding this Request for Proposals to Desirée Fragoso, City Administrator, in writing or email to desireef@iop.net . Questions received before this deadline will be answered via addendum posted on the City's website at <http://www.iop.net/requests-for-bids-proposals> . Questions received after this deadline will not be answered. If an addendum is issued, proposers must acknowledge receipt of the addendum with their proposal.

Mandatory Pre-Bid Submittal Meeting – Interested proposers must attend a pre-bid submittal meeting to be held at **2:00 p.m., Friday, June 16, 2023** at City Hall located at 1207 Palm Boulevard. At the pre-bid submittal meeting, the City will answer questions regarding the scope of work and project details. All questions received will be answered at the pre-bid submittal meeting and via addendum posted on the City's website.

Deadline for Proposals – Proposals must be received by **2:00 p.m. Friday, June 30, 2023**. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposals must be clearly marked RFP 2023-05 Parking Management Services. It will be the responsibility of the proposers to verify receipt by the City.

Proposals should be submitted to the following:

Desirée Fragoso
City Administrator
City of Isle of Palms
1207 Palm Boulevard

Post Office Box 508
Isle of Palms, South Carolina 29451

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery.

Proprietary and/or Confidential Information: Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the City's acceptance or non-acceptance of the proposal or the rejection of any and all proposals. Proposers are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

D. Bid Requirements

The proposal must include the following documents as applicable to be considered a responsive bidder. Please mark each section. Under the provisions of the Freedom of Information Act, all proposals, excluding pending legal actions will become public information. Offerors must clearly mark as "CONFIDENTIAL" each page of their proposal that could be exempt from disclosure. The City reserves the right to make the final determination.

Each company shall submit the following documents with the proposal:

- a) Offeror Representation (form in bid packet) signed by a principal of the firm, or an officer authorized to bind the corporation.
- b) Qualifications to meet the City's objectives. This shall include the size of the firm, office location from which the service is being performed and a list of project personnel and equipment available.
- c) Provide a list of any additional requirements to be provided by the City to include materials, supplies, and labor needed by the bidder.

- d) Citation and enforcement plan, including a statement as to booting, towing, or other actions for dealing with non-compliant vehicles.
- e) Prior work performed, including names of prior and current clients, number of lots and spaces managed from named clients, written policies for employees, and number of years operating in the field.
- f) Indicate and list any pending legal actions
- g) Financials: Bidder to provide their latest audit or financials filed with most recent tax return
- h) Provide current copy of IRS Form W9.
- i) Letter from Surety Company indicating bonding capacity.
- j) Contact information for three professional references.
- k) All costs must be itemized and include an explanation of all fees and costs stating, at a minimum, the amounts for materials, supplies, and labor.
- l) Outsourcing Statement: if your organization must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs should be all-inclusive to include any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include a name and description of the organization being contracted.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the City of Isle of Palms. This will include scope, budget, schedule, and other necessary items pertaining to the project. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request. The City of Isle of Palms reserves the right to reject, in whole or in part, any bid submitted which, in the judgment of the City, would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject any or all proposals.

E. Proposal Evaluation Criteria

Proposals will be evaluated using, but not limited to, the following criteria. The City reserves the right to reject, in whole or in part, any proposal submitted which the City believes would not be in its best interest. The City also reserves the right to reject all proposals. To ensure consideration for this Request for Proposals, your proposal should be complete and include all the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner
- Projected cost and revenue and division thereof between the contractor and the City
- Previous work: bidders will be evaluated on examples of their experience, qualifications, and references. The City will give preference to firms normally engaged in performing the type of work specified
- Work management plan, including personnel, equipment, and resources available

The primary intent with regards to the procurement of these services is to obtain what the City would consider to be the best package of product and service. This includes overall proposal suitability, a clear and organized proposal, price competitiveness, quality, and timeliness of previous work performed. Bidders will further be evaluated on their experience, qualifications, and references.

Request for Proposals (RFP) 2023-05
Parking Management Services

Exhibit A

Paid Parking Spaces

The City lots are operational between 8:00 a.m. and 8:00 p.m. Paid parking is enforced between March 1st and October 31st.

Paid Parking Locations	Number of Spaces	Parking Fee
Ocean Boulevard between 10 th and 14 th Avenue	155	\$2.50 per hour
Municipal Parking Lot A (West of Pavilion Drive)	100	\$10 Monday through Friday and \$15 Saturday, Sunday and Holidays. After 4:00 p.m., visitors may pay an hourly rate of \$2.00.
Municipal Parking Lot B (East of Pavilion Drive)	393	\$10 Monday through Friday and \$15 Saturday, Sunday and Holidays. After 4:00 p.m., visitors may pay an hourly rate of \$2.00.

***Additional paid parking spaces (425) are available in the IOP County Park on 14th Avenue. These spaces are managed by the IOP County Park and are not included in the scope of this RFP.**

Free Beach Parking Spaces

No permit or fee is required to park along the public right-of-way of the streets listed below, unless it has been designated with a “No Parking” sign.

Free Parking Locations	Number of Spaces
Breach Inlet parking lot	30, including 2 paved handicap spaces
Palm Boulevard north right of way, between Carolina Boulevard and 3 rd Avenue	+/- 10
Public right of way between 3 rd and 9 th Avenue	+/- 61, including 2 paved handicap spaces off of Ocean Boulevard at 9 th Avenue
Palm Boulevard between 21 st and 40 th Avenue	+/- 436 (+/- 203 parallel parking spaces on the ocean side of Palm Boulevard, and 233 angled parking spaces on the non-ocean side of Palm Boulevard) including 2 paved handicap spaces at 21 st beach access path and 2 at 34A beach access path
Palm Boulevard between 41 st and 57 th Avenue	+/- 128

**Request for Proposals (RFP) 2023-05
Parking Management Services**

Exhibit B

Managed Beach Parking Plan available here: [20191119 iop_final_parking_plan.pdf](#)

**Request for Proposals (RFP) 2023-05
Parking Management Services**

Exhibit C



Figure 1 White chalk line on the landside of Palm Boulevard showing 4 feet off the pavement. Vehicles are required to park 4 feet off the pavement on the ocean side of Palm Boulevard between 21st and 40th Avenue and the non-ocean side of Palm Boulevard between 46th and 53rd Avenue.



**RFP 2023-05
Parking Management Services
CITY OF ISLE OF PALMS**

Due Date: July 7, 2023



**SMART
PARKING**

PCI Municipal Services, LLC

Jack Skelton, Principal & Owner

jskelton@municipalparking.com

(423) 298-2860

www.municipalparking.com



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Executive Summary

The Right Company for Isle of Palms

Isle of Palms needs to select the “right firm” to deliver a quality parking program to support its residents and the tourists that help drive the local economy. PCI Municipal Services is a privately held firm backed by nearly 50 years of proven resources and experience that offers a customized management approach to best meet the needs of each of our municipal clients, big and small. Early this year PCI Municipal Services was selected by your neighbor, the City of Folly Beach, through a very competitive RFP process to manage and improve their parking program. We were honored to have been selected over all of the firms participating in that RFP process, which are the same firms who will be submitting a proposal to you. Our “Boutique Services” approach is exactly what your City needs to successfully privatize the management of your parking program.

We have developed the following proposal to deliver a quality “smart parking program” for Isle of Palms.

Data Driven / Transparency

No other firm can provide the level of transparency that PCI Municipal Services will deliver to the City of Isle of Palms. We have included a section in our proposal that demonstrates exactly the level of access to data our solutions will provide. In order to deliver a “smart parking program” we have to leverage real data to provide true qualitative recommendations and consult for the City of IOP.

Municipal Focus

PCI Municipal Services “only” works with municipalities. We intimately understand that municipal parking is different than commercial parking. As a boutique firm wholly focused on providing high quality parking management services we are able to customize our services to best meet the objectives of our clients. PCI is the better alternative to the national parking firms who commoditize services and limit important vital resources to the local operational teams. The parking industry has gone through an unhealthy consolidation and a failed focus on Wall Street instead of Main Street. We are a privately owned firm that has always honored our financial commitments, before, during and after the pandemic. PCI delivers a high level of experience and expertise to our municipal clients. Our leadership offers over five decades of proven experience to our clients and offers consultation into all aspects of municipal parking operations.

Support Local/Corporate

PCI Municipal Services manages two nearby South Carolina beach parking programs from which we can offer support to a Isle of Palms program. We will leverage the synergies of our Folly Beach program along with a Isle of Palms program to ensure a consistent, efficient and well run parking program. The ability to share management and staff between the two parking programs will add great value to the Isle of Palms operation.

PCI offers municipalities a level of corporate support unmatched in the parking industry. Our commitment of having one regional manager for every five municipal clients ensures consistent engagement and the highest quality control efforts for your parking program. Additionally, PCI is limiting our portfolio to twenty-five municipalities. To ensure the highest level of service to our clients we are committed to keeping our owners actively engaged and accessible to each of our clients. PCI offers our clients direct access to our owners who can make quick decisions without the red tape.



Enhanced Technology/Customer Experience

The amount of new innovative parking technology available can be overwhelming. The ever-evolving technology available can dramatically improve the customer experience while improving the efficiency and accuracy of your parking program. PCI is on the cutting edge of parking technology and keenly understands the value that it can bring to your parking program. Our value for a client like Isle of Palms is that we can present all of the various technologies, lay out the pros and cons of each, and design a technology plan that delivers the most value for your City.

Real Time Parking Availability – In order to reduce traffic and pollution on the beach front roads and make it easier to find a parking space we will utilize cost effective technology to accurately report real time parking space availability to the public in the City parking areas. PCI proposes to install and utilize solar powered wireless computer vision technology to provide real time parking occupancy and space availability for the City parking lots. Parking availability can be shared via the parking website, through social media, and to digital signage in real time.

Virtual Permitting - In our opinion the creation of a convenient parking permit program for City residents is of the upmost importance. PCI recommends a “virtual permit” utilizing vehicle license plates instead of stickers or hangtags. Virtual permitting greatly reduces the administrative burden of managing a parking program and greatly improves the accuracy of enforcement.

- **Resident Parking Permits** – Residents will be able to acquire their annual parking permits through a simple on-line process. ParkLync offers a simple on-line parking permit application process that includes uploading and validating of required residency documentation. Permit renewals each year can be processed quickly and efficiently improving the experience for residents. For those who would rather not use a computer to acquire their permit, they will still be able to visit the parking office to purchase a permit.
 - **Residential Visitor Permits** – Residents will also be able to secure a short-term visitor parking permit for their friends and family that are staying at their homes. These short-term permits will be set up to mirror approved City rules and will be acquired via the parking website, or by calling the PCI office.
- **VRBO/AIRBNB Rentals** – PCI also suggests setting up a custom permitting program for short term rental parking. The ParkLync system can also manage a simple on-line permit registration process allowing short term renters to purchase a parking permit that covers their length of stay on the island.

Improved Mobile Payment Solution - PCI recommends implementing a simpler enhanced mobile payment solution for Isle of Palms residents and visitors. The current mobile payment program requires the customer to “text a special code” to a designated number. While this has worked for your parking customers, we are proposing to implement a “scan to pay” solution. QR codes will be posted on the parking signs and remaining kiosks that will make the process even easier than it is now. As we all learned how to scan a QR code for a restaurant menu during the pandemic, we will allow customers to initiate parking payments with a quick scan.

Proven Performance

PCI can back up our claim that we are the better choice for the City of Isle of Palms. With over forty-five years of proven performance and extensive experience managing municipal parking programs, we offer the City our proposal with confidence that we can deliver on our promises and exceed your expectations. Please call our references! No one can do a better job of selling our services than our clients.



Offer Representation

Offeror Representation signed by a principal of the firm, or an officer authorized to bind the corporation.

I, Jack Skelton, am a Principal and Owner of PCI Municipal Services, LLC. PCI Municipal Services, LLC is a professional parking management firm specializing in providing the services requested in the solicitation. Our company meets all of the minimum requirements of the solicitation. I am authorized to make representations on behalf of our company. I have completed a thorough review of the solicitation and addendum and fully understand the terms and conditions therein. I, nor any member of our company, have colluded with anyone to obtain information that would give us an unfair advantage over others or set pricing for our proposal.

Signature:

A handwritten signature in black ink, appearing to read 'Jack Skelton'.

Date: July 5, 2023



Qualifications

Qualifications to meet the City's objectives. This shall include the size of the firm, office location from which the service is being performed and a list of project personnel and equipment available.

Parking Concepts, Inc. (PCI) is a full-service parking and transportation company that was formed in 1974 to specifically service the unique needs of developers, asset managers, and governmental entities. PCI is a privately owned corporation. PCI's initial "concept" was to specialize in the parking management and to perfect the operating principles to be put forth that would assure superior levels of service to both the customer and client. Major decisions are made promptly by senior management and our clients have benefited from this fact on many occasions.

Today, PCI operates in excess of 200 parking facilities. Our corporate headquarters are in Los Angeles and Irvine, California. We maintain regional offices in Dallas, Texas, Cedar Rapids, Iowa, Ann Arbor, Michigan and Chattanooga, Tennessee. Additionally, we maintain dozens of operations offices in Cities across the United States.

The Isle of Palms parking program would be supported out of our nearby Folly Beach and Hilton Head offices. Our Regional Manager, Kwento Ikwuezunma, and one of our Principals, Jack Skelton, both based in Chattanooga, TN would provide additional support for the City and our on-site Team in Isle of Palms.

Our overall experience and reputation in the parking industry are unsurpassed. We have the experience of operating numerous high-volume municipal parking programs (self-parking, on-street parking, valet parking, beach/resort parking, and shuttle service). In fact, PCI's senior management believes that there is not a single type of specific parking experience that we do not possess.

Dedicated Municipal Resources

In 2020, Gill Barnett and Brian Kern joined forces to create PCI Municipal Services, LLC. Brian brings his thirty years of experience in the municipal parking world to the PCI team. Gill and Brian identified a real void in the industry of quality-focused parking management services for municipalities. The large national parking companies are focused on stock prices and non-parking related efforts. PCI Municipal Services understands the value cities place on quality engagement and a high level of corporate support, which is exactly what we offer. In 2021, Jack Skelton joined Gill and Brian as a partner in the company. Jack brings with him over 30 years of municipal parking experience with an expertise in deployment of technology into municipal parking programs. PCI Municipal Services is solely focused on municipal parking services with dedicated resources to deliver personal responsive service to our clients.

Ownership

PCI Municipal Services, LLC is a corporation formed in partnership with Parking Concepts Inc. and Between the Lines Parking, LLC. Our three owners are Gill Barnett, Brian Kern and Jack Skelton. Each owner is actively involved in the day-to-day management of the company. Brian and Jack oversee all aspects of each of the PCI Municipal Services operations, while Gill ensures all of the corporate support (Human Resources, Accounting, Audit, Legal and Risk Management) are properly delivered to each client.

Company Philosophy

We consider ourselves as "partners" with each of our clients as opposed to just another vendor. This philosophy has a dramatic effect on our outlook on daily operations, the goals of the business communities, and the ultimate decisions



that affect service and financial returns. PCI Municipal Services is focused on our clients' objectives and initiatives, not our own. Our structure will be both basic and thorough at the same time. We will staff the operation with only the best – those with positive and enthusiastic attitudes and those who understand the valuable part that they will have in providing the best service.

Key Personnel

PRESIDENT *BRIAN KERN*

Brian Kern has over 30 years of experience in the parking industry. After graduating from Missouri Western State University with a BSBA in Marketing/Accounting, he started with a full-service parking company in Kansas City, Missouri. He worked at Republic Parking System for 22 years where he was promoted to Senior Vice President.

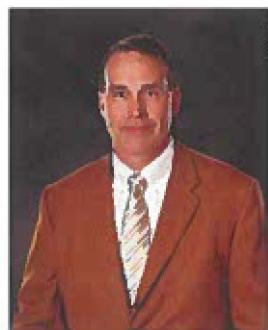


In 2020, Brian teamed up with Gill Barnett of Parking Concepts Inc. to form PCI Municipal Services. His philosophy is to "Be the Best, not the Biggest", and therefore, plans on spending most of his time focusing on existing operations and meeting with clients. Brian has always made it a priority to regularly sit down with clients to confirm they are getting the service that was promised in the proposals and presentations.

Brian works very closely with his management teams to ensure they have the support needed from the corporate office. He will also be involved with the Training and Human Resource Department's developing site-specific training programs for the field staff. Brian is known to personally perform training seminars with the help of his local management teams. Brian's knowledge of the parking industry consists of experiences with office/retail, hotel, hospital, valet, and event venues. In addition, he also has extensive experience with Municipal Parking operations, which will be the focus of the new company.

PRINCIPAL *JACK SKELTON, CAPP, JD*

Jack is a seasoned parking executive whose career has focused on municipal on-street and off-street parking programs. He has overseen the design and implementation of technology solutions for over a hundred municipal parking operations during his career. Jack has been an industry innovator in leveraging data integration and analytic solutions to improve operational efficiency and customer experience for municipal parking programs around the country. Jack has over 30 years of experience in parking and transportation management, has deployed innovative technology solutions for some of the largest parking enforcement programs in the United States, and has successfully led the implementation of dozens of highly complex technology solutions for municipal parking programs. Jack has extensive experience working with beach towns and cities in developing and managing quality parking programs.





MUNICIPAL OPERATIONS DIRECTOR

RAFAEL ABANILLA, CAPP

Rafael Abanilla joined Parking Concepts Inc. as a Director in December of 2020. Having started in the industry in 2001, Rafael spent nineteen years working with two of the largest national parking firms. Prior to joining PCI, he served as Director of a Municipal Division with over a hundred accounts across North America. Rafael also served as the Regional Manager of Operations in several California markets and managed nearly every facet of parking operations. In his current role, Rafael leads the firm's technological enhancements and initiatives, quality control standards, and special projects.



Rafael is a Certified Parking Professional (National Parking Association) and a Certified Administrator of Public Parking (International Parking & Mobility Institute). He was named one of the "40 under 40 - Class of 2020" by the National Parking Association. Rafael is also a member of the National Federation of Filipino American Associations (NaFFAA) and volunteers with The SurfRider Foundation.

Company Executive Ratio

PCI Municipal Services is committed to a high level of executive involvement in our municipal client operations. Our commitment is to have a ratio of no more than one executive per five municipal clients. This ratio will far exceed anything offered by the large parking management companies whose ratios will often be five to 10 times that of PCI's commitment. Having our executives closely involved with our on-site management team and our clients will ensure a successful parking program.

Executive involvement from your parking operator will be ever so critical for Isle of Palms. PCI's leadership has transitioned many municipal parking programs during their careers and knows very well how sensitive this change can become for local leadership and the businesses and citizens. PCI wants to work hand in hand with City leadership to make this program work at all levels. Our team looks forward to working with your community to implement a state-of-the-art quality parking program.

Regional Manager

KWENTO IKWUEZUNMA

Kwento Ikwuezunma has over fifteen years of management experience in the Parking Industry. Kwento began his management career with Republic Parking System-Chattanooga as an Area Manager where responsibilities ranged from all aspects of off-street parking operations, encompassing 15,000 spaces. Kwento has spent the last nine years in Birmingham, Alabama as Project Manager of thirteen facilities at UAB, where a wide array of parking services (including valet) and technological advancements have been successfully adopted under his leadership. Kwento is our Regional Manager overseeing the municipal operations in the Southeast, including Chattanooga, Folly Beach, Virginia Beach and Hilton Head. He would also oversee the Isle of Palms program if we are fortunate enough to receive the award. Kwento works daily with each city's operational team. He travels frequently, at a minimum quarterly, to each of the cities he oversees supporting our local teams and engaging with our clients.





Regional Manager
MIKE MCKINNESS, CAPP

Mike McKiness has over 26 years of management experience, with six in the parking industry. Mike began his parking career as a District Manager in Southeast Michigan with Republic Parking, with oversight responsibility for the Ferndale operation as well as direct responsibility as the General Manager for the Ann Arbor operation. Mike currently oversees operations in Ann Arbor, MI, Lexington, KY, and Lawrence MA consisting of 12 garages, 15 lots, and over 13,000 total spaces. Mike earned his bachelor's degree in business administration from Colorado Technical University and his Master's degree in Management from Michigan State University. Mike holds the Certified Parking Professional certificate through the National Parking Association as well as the Certified Administrator of Public Parking certificate through the International Parking and Mobility Institute. Mike is also a member of the Michigan Parking Association.



Regional Manager
JON ROUSE

Jon Rouse has over twenty years of management experience, fifteen of which are in the Parking Industry. Jon holds a BA in Management from Doane University in Crete Nebraska. Jon started his parking management career in parking with Republic Parking System in 2006 in Lincoln, Nebraska as an Area Manager where he was responsible for all aspects of the off-street parking operation, which encompassed approximately 5000 spaces, including seven facilities and three surface lot locations. Jon is our Regional Manager overseeing the municipal operations in Cedar Rapids and Oklahoma City. Jon works daily with each city's operational team. He travels frequently, at a minimum quarterly, to each of the cities he oversees supporting our local teams and engaging with our clients.



Accounting/Audit

Tamara VonFeldt

Tamara Von Feldt is a hands-on accuracy-driven financial professional with over 31 years of experience in management and accounting roles, including 22 years in the parking industry.

As Senior Staff Accountant, Tamara is responsible for the oversight of all accounting functions for PCI's Municipal Division. In this position, she will be overseeing the work of the Accounting Managers and Controllers in each city ensuring the accuracy and completion of the daily, monthly and yearly financials. Tamara has a proven track record for excellence and accurate on-time Client financial reporting. Tamara has been a valuable asset in transitioning new properties over the years and will be involved in working with each City's accounting department in ensuring the financial controls are in place at the start of the contract. In addition, she will be involved with on-going training of the field accounting staff for each city. Tamara firmly believes that providing accurate financial reports, having proper auditing controls in place and constant analysis of the operation is the key to a profitable and successful parking program.



PCI Local Management Team

Immediately upon notice of the award, PCI will begin the recruitment process of a program team for the City of Isle of Palms. If any of the existing staff employed by the City would like to join our team we would gladly welcome them.



Typically when we assume the management of a municipal parking program we retain over 90% of the existing team. We will leverage our existing staff in Folly Beach and Hilton Head to support our new team at Isle of Palms.

Additional Requirements

Provide a list of any additional requirements to be provided by the City to include materials, supplies, and labor needed by the bidder.

PCI understands that the City will provide office space for our team to work out of. This would include sufficient space to assist residents with the application process of parking permits.

PCI may need the assistance of the City with the transition of historical parking citation data from the T2 Flex system. PCI has been through this the citation data transfer process multiple times and likely will not need much support here.

PCI has created this proposal with the understanding that the City will continue to provide maintenance, landscaping and upkeep of the parking areas. If this is not the case, we welcome the opportunity to discuss the scope of work that PCI would be asked to fulfill in these areas.

PCI offers our clients a high level of engagement, consultation, and support. The main thing we ask the City of Isle of Palms for is the opportunity to manage your parking program to where customer service and our employees are the focus. We are ONLY interested in working with clients who want a quality parking program where employees are valued and customer service is of the utmost importance!



Operations Plan

Staffing Plan

PCI understands that the business levels will change dramatically between the beach season and the off-season. PCI has created a preliminary staffing schedule for both the beach season and the off-season for City consideration and input.

Eliminating Excess Payroll Expense

PCI will leverage technology to make our Isle of Palms staff more efficient while holding them to greater accountability. Leveraging our proposed technology we will provide real-time parking occupancy and payment data so we can deploy enforcement where and when it makes sense. The limitations of the current parking enforcement technology is requiring far too many enforcement staff and work hours for parking enforcement. With our proposed mobile automated license plate recognition (ALPR) solution fewer employees can effectively enforce all of the City's parking spaces. ALPR allows for scanning of license plates with an immediate identification of a valid permit or payment. PCI will not waste the City's money by overstaffing as we take our fiduciary responsibility very seriously!

These are "base schedules" that will be adjusted as needed for weather, special projects and events.

Beach Season Staffing Plan

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Manager	Off	8a - 6p	8a - 6p	8a - 6p	8a - 6p	8a - 6p	Off
Supervisor	8a - 6p	Off	Off	11a - 8p	11a - 8p	11a - 8p	8a - 6p
Ambassador	8a - 4p	8a - 4p	8a - 4p	8a - 4p	Off	Off	12p - 8p
Ambassador	12p - 8p	12p - 8p	12p - 8p	12p - 8p	8a - 4p	Off	12p - 8p
Ambassador (Flex)	Off	Off	Off	Off	10a - 6p	8a - 4p	Off
Ambassador (Flex)	12p - 8p	12p - 8p	12p - 8p	Off	Off	12p - 8p	12p - 8p
Ambassador (Flex)	Off	Off	Off	Off	12p - 8p	10a - 6p	10a - 6p
Ambassador (Flex)	Off	Off	Off	Off	11a - 7p	11a - 7p	11a - 7p

Off-Season Staffing Schedule (November - February)

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Manager	Off	8a - 6p	8a - 6p	8a - 6p	8a - 6p	8a - 6p	Off
Supervisor	8a - 6p	Off	Off	8a - 6p	8a - 6p	8a - 6p	8a - 6p
Ambassador (Flex)	9a - 6p	9a - 6p	9a - 6p	Off	Off	9a - 6p	9a - 6p

PCI will maximize the value of our on-site team by cross training all of our staff members. Each employee will have a core responsibility, however, they will each be fully trained in performing other key roles. Our Ambassadors will be enforcing parking, picking up trash, as well as providing customer service functions while on patrol. Our Manager and Supervisor will assist in writing parking citations and providing customer service. All of our employees will be trained to troubleshoot the parking kiosks and fully versed on the parking enforcement and mobile payment systems.



Org Chart



Management Approach

PCI Municipal Services would be honored to work with City leadership on delivering a "first class" parking program for the Isle of Palms community. PCI sees its role as both a professional advisor and manager of all things parking. We understand our value comes from our experience and knowledge that we can share with the City to make the most accurate decisions on parking policy and planning. Our approach and goals for the relationship with the City are based upon the following cornerstones:

1. **LISTEN** - LISTEN TO THE CITY'S GOALS FOR ITS PARKING PROGRAM
2. **CONSULT** - BE CONSULTATIVE IN OFFERING VARIED APPROACHES AND METHODOLOGIES BASED UPON OUR EXPERIENCE AND EXPERTISE FOR THE ACHIEVEMENT OF THE CITY'S GOALS
3. **COLLABORATE** - COLLABORATE WITH THE CLIENT ON THE FORMULATION OF A BUSINESS PLAN THAT FURTHERS THOSE GOALS
4. **SUPPORT** - SUPPORT CITY LEADERSHIP AND OUR ON-SITE TEAM IN THE FULFILLMENT OF THE BUSINESS PLAN
5. **MONITOR** - ACTIVELY MONITOR THE PROGRESS OF THE BUSINESS PLAN TO ENSURE SUCCESS AND PROPERLY COMMUNICATE WITH THE CITY
6. **FULFILL** - FULFILL ON OUR COMMITMENTS TO THE TOWN TO ENSURE DELIVERY OF THE BUSINESS PLAN



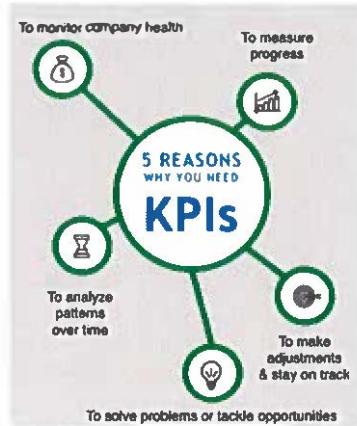


Business Plan

PCI Municipal Service's will seek to establish a short- and long-term business plan in collaboration with the City. The plan should cover all areas of the parking program, including: financial, personnel, customer service, capital expenditures, technology, community and future proofing. Within the business plan specific goals and objectives should be stated. Our executive team firmly believes in the old axiom "What gets measured gets managed"; and to the contrary "what does not get measured does not get managed".

PCI will work with City staff to establish Key Performance Indicators that will allow us to measure each aspect of the approved business plan. We will establish metrics in each area, financial, transactional, and operational. PCI suggests a regular meeting schedule be established to provide updates on the business plan, allowing for adjustments and ensuring that City leadership is fully aware of the progress that has been made.

PCI Municipal Services executive team will lead up the management of the business plan for the City parking program. They will ensure that the progress and timelines within the business plan are up to date to keep things moving and on-track. As new industry trends and technologies evolve the business plan will need to be reviewed and updated based upon "industry best practices". Our executive team will provide updates for the City during the regular scheduled meetings.



Business Plan Update Meeting Schedule

PCI Municipal Services proposes a cadence of quarterly meetings between the City and our executive team to discuss the business plan status. During these meetings progress will be provided on all fronts, including the current metrics and KPI results. Any adjustments, additions or subtractions to the business plan will be made during these meetings with the City approving any and all changes.

Annual Report

Each year PCI Municipal Services will provide an Annual Report of the parking program for the City Council. The Annual Report will summarize all efforts made in the business plan and document the business results, metrics and KPI results. Our goal is to keep the parking program progressing in overall performance and document the value of our management and consultation for the City.

Executive Involvement

During the implementation of the program Kwento Ikwuezunma, Regional Manager, will be on-site quite often to ensure success. Once the program is up and running, Kwento will be making at a minimum a quarterly visit to Isle of Palms to meet with the City and our on-site team. Brian and Jack will also be heavily involved with the implementation phase, and be making regular visits to consult with City leaders on the parking program's progress.

Transparency & Accountability

Trust is a critical component for a City to successfully outsource the management of their parking program. This truth is magnified for a City like Isle of Palms who is going through this process for the first time. PCI fully understands and appreciates the situation and offers IOP the assurance of complete transparency in all we do. PCI provides our clients with an unprecedented level of access to all of your parking program data. From parking payments to citations our technology will allow IOP to view activity in real time and access data as needed.



PCI sees ourselves as much more than a "service provider". Our business philosophy is to act as a parking consultant for our clients with a partnership mentality. PCI helps our clients define their short- and long-term goals for their parking program; once these goals are established we develop strategies and policies to achieve them. PCI will provide KPI reporting for IOP staff and leadership that leverages your parking data to effectively measure progress and performance.

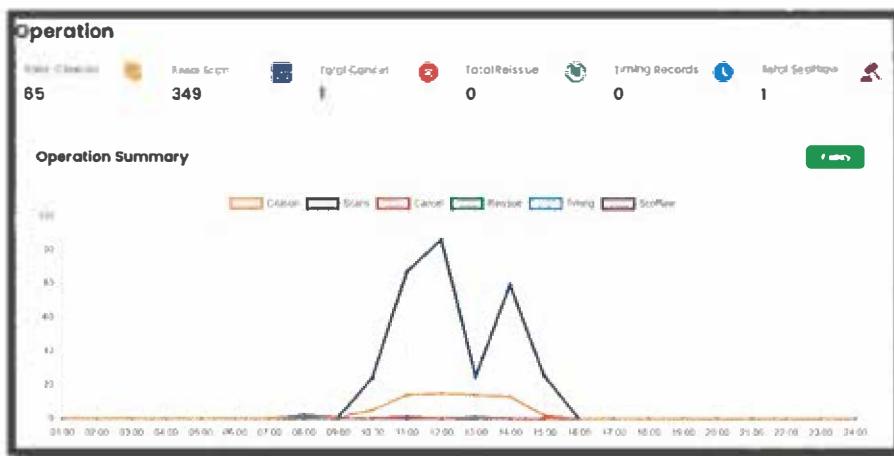
Data Informed – Data Driven = Better Service – Smart Decisions

PCI leverages Business Intelligence tools that provide real time and historical data trends to monitor operational performance. ***One of the critical and most sensitive areas of outsourcing the IOP parking program is enforcement.*** Parking enforcement must be performed in a professional and consistent manner to be effective. PCI staff must be well trained and provided with the proper technology to efficiently perform their duties. PCI will provide IOP staff with complete transparency with all aspects of the enforcement program.

The following screen shots are actual dashboards taken from our City of Folly Beach program. IOP staff will be able to see real time enforcement activity with the capability to drill down into the details of a specific employee's activity or review an individual parking citation. No other company is going to afford this level of transparency for IOP. This transparency will create accountability for PCI staff and goes a long way to ensuring a consistent quality parking enforcement program for IOP.

Enforcement Operation Dashboard

(View Citation & Enforcement Actions in Real Time)





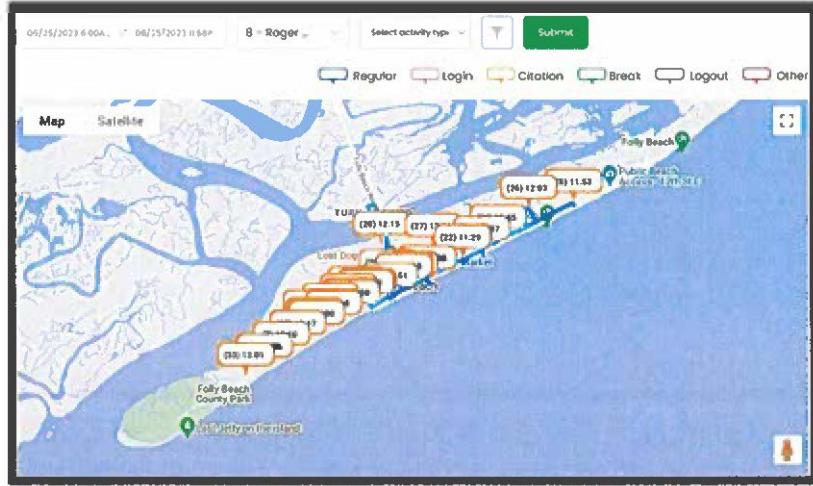
Enforcement Productivity Dashboard

(See in real time enforcement staff's productivity using key metrics)



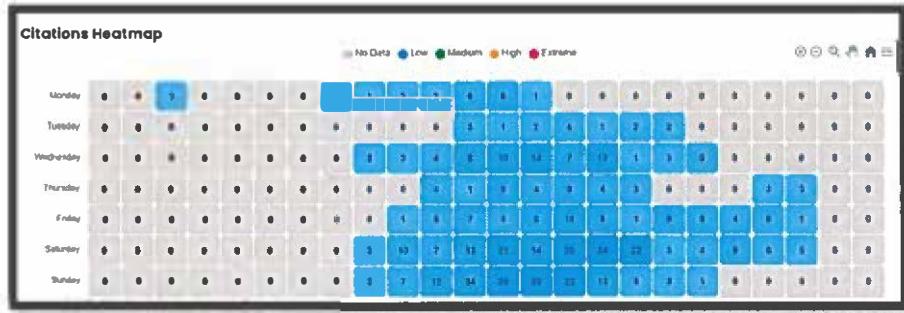
Enforcement Officer Activity Trail Dashboard

(View actual enforcement staff actions, such as location of citations issued)





Citations Issuance by DOW / Time of Day





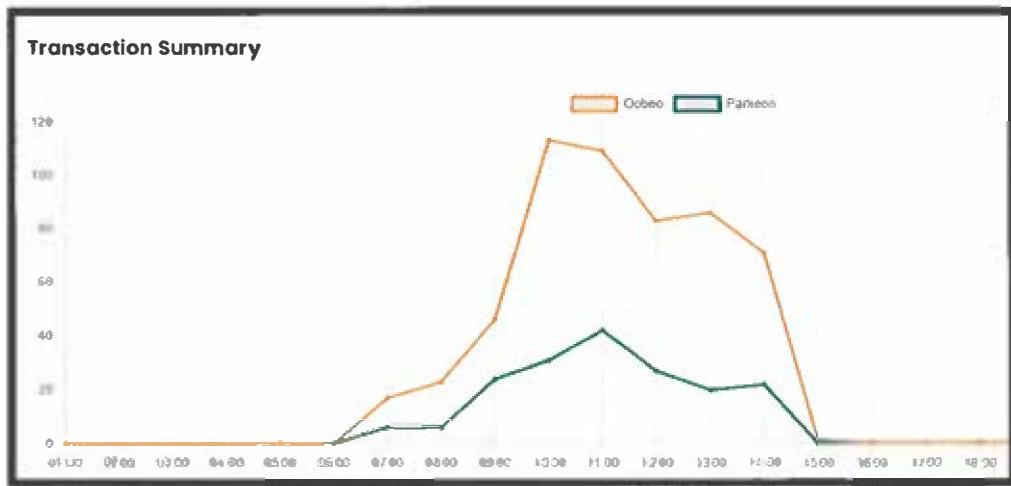
Payment / New Permits Issued / New Scofflaw Dashboard

(Visual Detailed Data by Time Frames – All in one place!)



Payment Transaction Dashboard

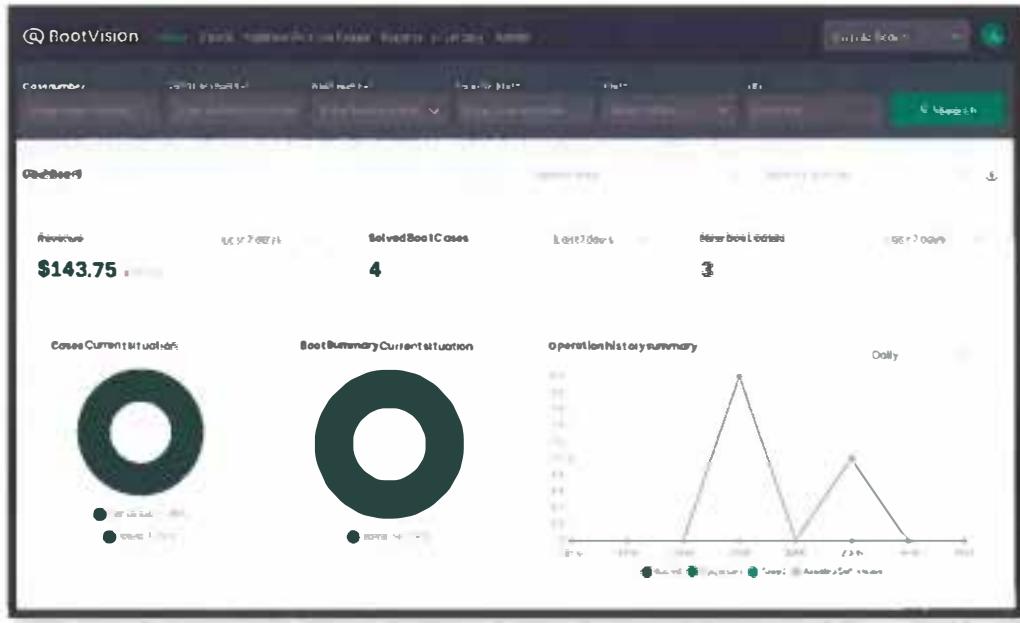
(View payment transactions by type and volume by time of day)





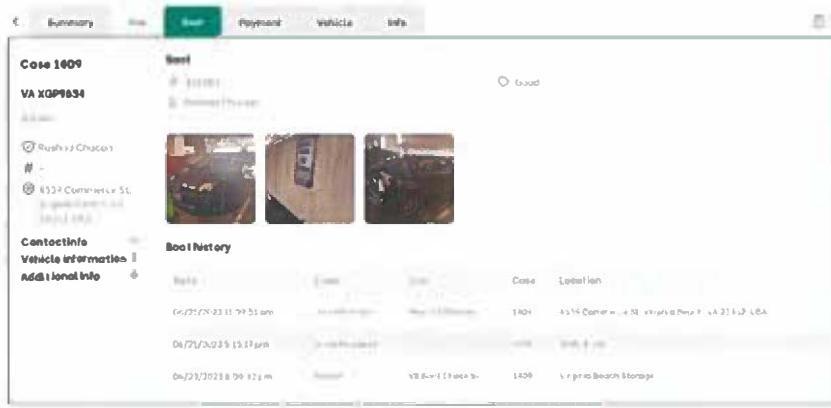
Vehicle Immobilization (Booting) Dashboard

(View real time booting activity by time frame, view trends)



Booting Case Detail Reporting

(View individual booting case detail, photos, payments, etc.)



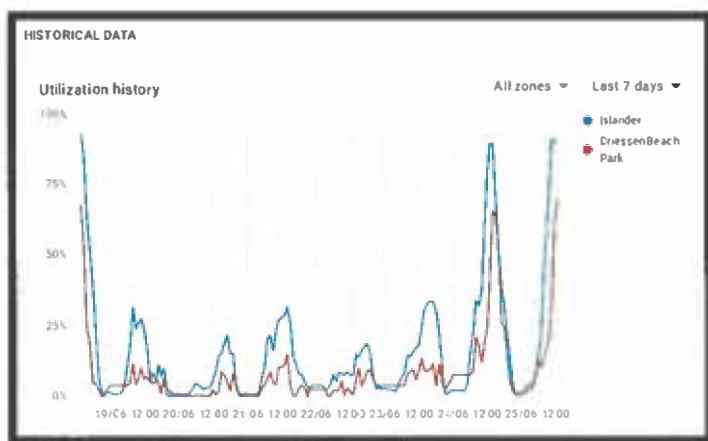


CAMDATA Real Time Occupancy Dashboard

(View real time parking occupancy for each IOP parking lots)

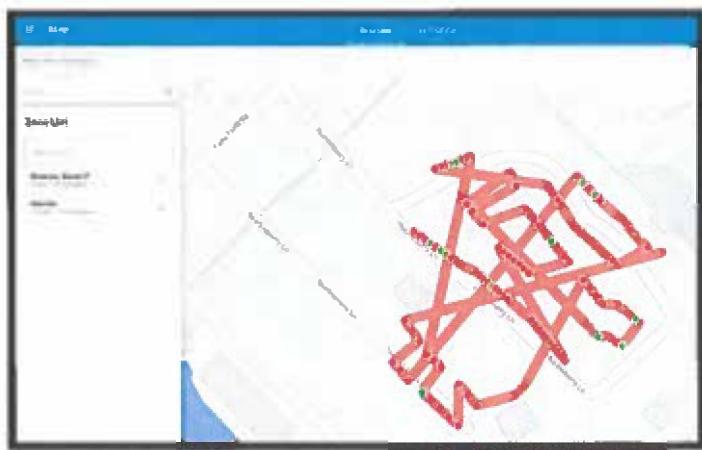


CAMDATA Parking Lot Utilization Dashboard



NWAVE Parking Sensor Occupancy – Map View

(See real time parking availability by space detail)





Maintenance

PCI understands that the maintenance, trash removal and landscaping of the City parking lots and spaces will continue to be performed by City staff. If the City would like for these responsibilities to fall under our scope of work, PCI is happy to do so. We would just need to discuss the full expectations of the City and adjust our pricing proposal to reflect the additional expenses associated with maintenance.

Revenue Control

For 49 years, since the company was founded, PCI has had a highly successful history of increasing revenues for our clients because of our cash handling and control procedures. Needless to say, PCI takes cash handling and auditing very seriously. As your management company hired to oversee your money, PCI will be extremely diligent in executing, analyzing and auditing the collection of revenues from the revenue-generating facilities. We believe our success is attributed to several cash handling components/procedures. Besides strong audit and cash handling procedures, we are very well versed in the various collection control equipment in the market today and have a keen understanding of where loopholes can be detected. We understand what typically causes variance of funds compared to reporting and have means of ensuring that no loss occurs. Overall, from the moment a ticket/receipt is issued to the time of the management report, we have strong check and balance procedures to ensure all revenues are collected and most importantly, deposited. The performance of each location is tracked and compared to the operating budget each month. Variance reports are prepared by the Project Manager. These variance reports are reviewed by the Regional Manager.

INTERNAL AUDITING



Parking is primarily a cash and credit card-based industry that earns nationally about \$35B a year. Our clients base a portion or, in some cases, all of their budgets on the expected revenue from parking. Variances to their budgets not only affect their profitability but, if reduced, could result in cutbacks, including job loss.

We have a fiduciary responsibility to ensure that our clients' revenue is safe, accounted for, and intact. Our Internal Audit staff will review and monitor daily master reports, staffing schedules, revenue trends, and other pertinent reports associated with the City's Parking Facilities.

There is a financial component to almost every activity in parking, from the revenue collected at a POE site to the income derived from selling monthly parking permits to the wages paid to the employees.

An audit either provides documentation that the parking operation is functioning as it should, or uncovers weaknesses in the operation - employees, patrons, systems, programs, etc. Overall, it is simply a good business practice.

We employ a thorough and comprehensive series of internal auditing that encompass and drill down to the very essence of revenue integrity. Our Director of Internal Audit, Richard Raskin, is a nationally recognized expert in audit and was invited to provide a seminar on auditing at the California Public Parking Association's annual convention in November 2017. He previously had been invited to provide a comprehensive presentation on auditing parking revenue and transactions for the Association of Airport Internal Auditors.

Our internal audit department will perform on-site audits on both an announced and unannounced basis. The primary focus of these audits will be the integrity of cash receipts, the man-hour schedule, maintenance, timecards compliance with rest and meal break requirements, and other areas of contract compliance.



These audits are quick "spot check" types of review designed to be performed at any time by any of PCI management staff. Although these audits are easily performed and designed to be brief in nature, they are very effective in surfacing problem (or potential problem) areas.

A payroll audit is performed randomly on an unannounced basis. The purpose is to distribute payroll checks while requiring formal identification. This audit is performed unannounced, two times per year by home office audit staff.

We employ several independent, but interrelated, levels of audits:

- **Primary:** This is the first review of daily activity. An on-site auditor checks the cashiers' shift reports. The purpose of the primary audit is to confirm that the cashiers are conducting all of their activities in accordance with established revenue control procedures and operating policy.
- **Booth/Equipment Audit:** Booth/equipment audits are performed in all of the cashier booths and payment equipment for a single and complete operational day and help measure and benchmark the actual activity factors present at each facility.
- **Secondary:** Secondary audits review revenue collection activities and also the activities of supervisors. These audits review trends, deposit activity, staffing, and expenses.
- **Full Scale:** Full-Scale audits are usually conducted by internal audit personnel, or often by an independent CPA firm or parking auditing/consulting firm. They assess the parking operation's revenue integrity; include an extensive review of the records to determine if the proper revenue controls are in place and if staff is following the established procedures and contract compliance.

Customer Service

Customer Service Training

PCI's commitment to customer service sets us apart in the parking industry. We go beyond what is normally expected by our clients. Every employee is engaged in a structured, comprehensive orientation program in which customer service is emphasized. The emphasis is reinforced in the training programs which all stress the importance of customer service and utilize customized exercises and written tests to ensure the employees know how to conduct routine transactions in a friendly, courteous and professional manner.



One very successful program PCI utilizes in our municipal parking operations is a Customer Service Workshop for our on-site teams. The workshops focus on customer service, reinforcing the employee's role as an Ambassador and reinforcing the role that each of our employees play in representing our company and our clients. These workshops address any service issues we are having at the time. Customer surveys and client feedback are leveraged to identify any areas of service that require improvement. We will be engaging City leadership to give us input on the content of these workshops.

PCI Municipal Services will conduct these workshops every year at Isle of Palms during the term of our contract!



Additionally, we take complaints from guests, clients, and our parking staff very seriously and investigate, counsel, and advise. Similarly, positive feedback or compliments are passed on to our employees and their managers. The following are directly from our training programs and corporate philosophy:

PCI Customer Service Program

- To build awareness of the importance of excellent "guest" service - to the parking public, to the organization and to the guest services provider (our employees).
- To refine skills and confidence to meet and, whenever possible, exceed the guests' personal and practical needs for parking services.
- To create understanding that excellent service requires thorough preparation, effective customer interaction, and timely follow-through activities.
- To build skills that provide consistent and balanced everyday service excellence. To build skills to better deal with difficult, unexpected, or challenging situations.
- To demonstrate the critical importance of teamwork to meet or exceed customer needs.
- To encourage the initiation of (and follow-through on) ideas to reach and sustain excellence in customer service.
- In all program content, to develop skills and commitment, and to transfer both to the job. These six customer service secrets are essential:
 - MAKE EYE CONTACT
 - HAVE A SINCERE SMILE
 - OFFER A FRIENDLY GREETING
 - CONDUCT A PLEASANT TRANSACTION
 - THANK THE CUSTOMER
 - WISH THEM WELL AND INVITE THEM BACK

Enforcement Plan

Citation and enforcement plan, including a statement as to booting, towing, or other actions for dealing with of non-compliant vehicles.

PCI Municipal Services will seek to provide a high level of customer service while enforcing the parking ordinances and policies for the City of Isle of Palms. Parking enforcement traditionally has a very negative public perception. The television show *Parking Wars* is a fair and accurate sampling of the combative nature of most parking programs. The PCI enforcement team will be trained and conditioned to act as "Ambassadors of Isle of Palms". The focus will be on positively representing the City to the residents and visitors to Isle of Palms. PCI will establish performance metrics with the City as it pertains to the issuance of citations and assisting customers in the parking payment process. These metrics will provide transparency on the enforcement team on-going performance.

Ambassador Approach

PCI Municipal Services is pleased to see that the City is seeking an ambassadorial approach to parking enforcement. This mentality aligns well with our corporate approach to performing our services. PCI's contract with the City of Cedar Rapids, Iowa is a great example of an ambassadorial approach. Our on-street staff are instructed to avoid writing a citation whenever possible. Our contract with Cedar Rapids actually penalizes PCI for writing too many parking citations.



The goal of Cedar Rapids is to be helpful to customers in providing information about parking as well as their downtown in general.

The core components of an Ambassadorial Enforcement program are as follows:

- **Hire Well** – PCI will recruit staff that have good communication skills and are comfortable engaging customers. Employees that smile and offer a greeting can change public perception and improve communication.
- **Set Clear Expectations** – Employees must be trained to do their job well. This includes understanding the outcome that our client desires. Yes, all of our employees will be writing parking citations that a customer will not be happy about. The trick is to make sure the parking tickets are written only for clear violations that our employees can clearly explain to the customer if engaged. And while not all customers will be satisfied, a large percentage will feel better about an engagement with a professional courteous employee.
- **Reward Job Well Done** – PCI believes in a TEAM mentality. Our parking enforcement Ambassadors will act as a team and thus each person's performance will impact positively or negatively the TEAM. TEAM results will be shared weekly with our employees, with a celebration of success and corrective action plans when we fall short. The TEAM approach creates greater individual accountability and a culture of support.

Key Performance Indicators (KPI's)

PCI Municipal Services will work with the City to establish a set of Key Performance Indicators for the Ambassador team. These metrics will be used to measure what matters. As some very smart people have often said, "What is measured matters!". The following are our recommended KPI's for the City of Isle of Palms parking enforcement program:



- **Void Percentage (Voided Citations / Citations Issued)**
- **Citation Rate (Citations Issued Per Hour)**
- **Customer Complaint Rate**
- **Appeals Outcome Rate (% of Citations Upheld on Appeal)**
- **Citation Diversity (Issuance per Violation Type)**
- **Scofflaw Capture Rate**

PCI will design an enforcement KPI program in conjunction with City staff and maintain a KPI report to be continually updated.

Enforcement Vehicles



PCI will procure one vehicle dedicated to parking enforcement. Utilizing our proposed mobile LPR enforcement technology mobile patrols can effectively enforce all of the City's paid parking spaces and residential permitted spaces. We will also utilize the City's two Polaris ATVs (which were offered during the pre-proposal meeting) to mobilize our other Ambassadors performing parking enforcement. Each vehicle will be equipped with safety lights and properly marked as an official parking enforcement vehicle.

It is important to note that the mobile LPR system does not issue the parking citations. The mobile LPR system is simply a tool to be used by the enforcement officer to more accurately identify a



vehicle parked in violation of City parking ordinances. Images captured from the mobile LPR system will be used as documentation of parking violations and will be available for citizens to view in the event of a disputed parking citation.

Citation Software Solution

PCI proposes to utilize Park Loyalty as the parking citation issuance hardware and software solution for the City of Isle of Palms. This is the same parking enforcement solution PCI is utilizing in Folly Beach, as well as at our enforcement programs in Chattanooga, Oklahoma City and Cedar Rapids. We are very familiar with the system and are very confident it is one of the best available.



PARKLOYALTY

Park Loyalty is an innovative parking technology company that focuses on offering solutions that improve the traditional model. We believe Parking will become a digitized motorist-centric experience, similar to how the airline and hotel industries have created incentives that

offer value beyond their core products. We believe that enforcement solutions shouldn't be complicated, come with high upfront fees, or be difficult to manage. We focus on artificial intelligence, machine learning AI/ML tools and management software that provide metrics to manage enforcement, demand, and price fluctuation.

The ParkLoyalty Enforcement Solution

The ParkLoyalty turnkey enforcement solution, takes proven, deployed applications and modifies them to your program's requirements which greatly reduces the risk and costs associated with program delivery.

Our unique solution removes the complexity around integration with various systems via an API first approach. Our microservices base solution architecture and its ability to integrate with various systems ensures their data integrity during the enforcement process. Through this architecture, we have eliminated the cost associated with 3rd party integration and we pass these benefits to our customers. There are no costs associated with any of the 3rd party integrations.

The ParkLoyalty solution includes the following technology and services features:

- **A mobile LPR scan engine:** PEOs can simply scan a license plate and evaluate the visual cues in the App to enforce. The Engine does all the heavy lifting behind the scenes to generate visual cues by checking with Payment, permits, exempt list, scofflaw list, stolen, warning, historical citations, and timing/mark records.
- **A mobile citation issuance App:** The smart citation form and issuance engine, minimizes fat-fingering issues and ensures data integrity via just in time checks with all integrated systems. The issuance App ensures the address is auto populated by GPS in all forms, the scanned images are automatically attached to each citation and uploaded, the make, model and color are automatically loaded when available in the system, the app provides a visual representation for PEOs to see time limit marks including from MLPR Vehicles.
- **A rules-based management engine to administer both the mobile app and back-office system:**
 - Configuration Engine: Build your enforcement ticket layout quickly using our intuitive drag and drop mechanism.
 - Data management layout tool to quickly and efficiently update enforcement rules
- **A flexible Integration engine:**
 - Time Limit Marking Engine: Complete sharing of "marks" across all vehicles and officers.



- A built-in engine to integrate with Pay by cell systems, meter payment system, LPR vehicles, permit system and processing systems.
- Automatic Boot and Tow notifications based on LPR hit notifications
- Automatic API or file-based export to processing and collection systems
- **Dashboard and Reporting system:**
 - Multiple dashboards to view productivity, operations, officer activity, revenues, utilization and integrations.
 - Officer summary and productivity reports.
 - Citation reports to manage operations
 - Location based reporting (GIS reports) at the specific address, zone or block level
 - Advanced productivity reports
 - Analytical Reporting
 - Anomaly Reporting to detect errors quickly.



Key Components

Our enforcement solution has five major components:

- *Enforcement hardware* – Customer's choice of android handheld devices, printers and wireless service.
- *Enforcement app* – Android based App that transforms an enforcement program into a data driven, AI/ML (Artificial intelligence/ Machine learning) based program, centered on data integrity, productivity, accountability, and efficiency.
- *Dashboards and reporting* – Management tools and analytics to offer a coherent, data-driven enforcement program.
- *System administration* – Complete control over the citation form layout, data and rules for enforcement.
- *Integration wizard* - Bring a wealth of real-time information to the fingertips of PEOs.

Enforcement Hardware

Putting flexibility and compatibility at the top of the list, the Android enforcement app is designed to work with a variety of hardware devices. In fact, customers can choose from any of the Android devices on the market, while Park Loyalty recommends the Samsung Galaxy S 20 or above to optimize the LPR experience due to the high-quality camera and shutter speed featured in these devices. Like the handheld device, there is also flexibility in printer hardware, although Park Loyalty recommends the Zebra ZQ 510 due to its proven reliability, print quality and print speed.



Enforcement App

White labeling

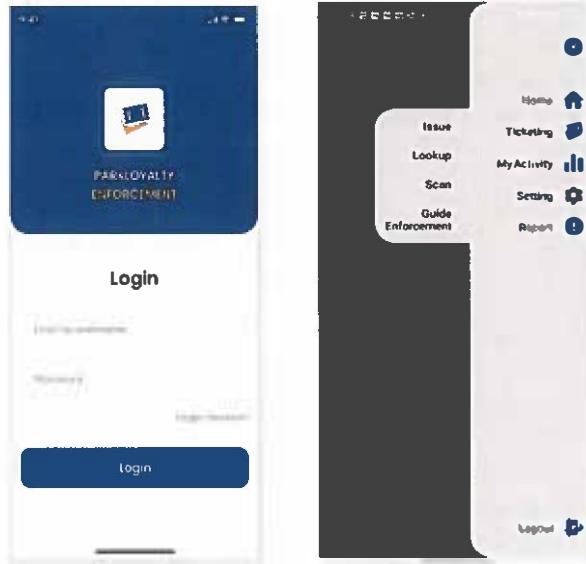
As an extension of your operation, the enforcement app is branded based on customer preference. Customer logos, styling, and branding can be easily incorporated for that custom feel.





Navigation

The enforcement app is designed using material design concepts introduced by Google. The material design concepts allow for intuitive and easy navigation, dramatically limiting the amount of training required for Parking Enforcement staff to learn the tools. All PEOs have unique credentials to login.



LPR Engine

Holding efficiency and automation paramount, we have taken an LPR centric approach to enforcement. PEOs simply scan all plates via a manual mode or directed enforcement mode and follow visual cues in the app to enforce. Once a plate is scanned, our powerful LPR engine captures the image and reads the plate number in a fraction of a second and automatically compares it against payment data, permit data, timing records, stolen list, scofflaw list, and exempt list, which drives a color-coded parking enforcement officer experience. Red implies enforce, grey implies no records in the system, and green implies ignore. These visual clues are immediately intuitive for users (PEOs) of all technical skill levels. In instances where PEOs want to further evaluate the data, they can look at the data cards for details associated with the plate. The below image outlines a typical LPR scan view.



The LPR Scan view also:

- Captures the GIS coordinates of scan location, reverse geocodes the coordinates to auto populate and capture the address/location information.
- Matches the pattern of the plate number against the typical pattern of the state license plate numbers.
- Provides options to rescan the plate or edit and check the plate again.
- User AI/ML to load make, model and color of the license plate.
- Provide a data card with hit details for further analysis as needed.
- Optionally, look at the warning and citation history.

Citation/Ticketing Smart Form

Ticketing and citation issuance is done using a smart form. The smart form is customizable based on the customer's business rules and can be edited as needed. The familiar web-based rules engine allows customers to design the layout, rules, and printing needs. The smart form allows for (a) automatic validation (b) attach multiple images (c) add signature.

Once issued, citations, and photos are instantly uploaded and viewable via web the browser within seconds. Photos, notes, and remarks are all stored as part of the record. From there, officers can either close out of the citation, or optionally void, or re-issue, to the same plate.



The smart form allows for tracking on how long a PEO takes to issue a citation each time and can be compared against average issuance times of other PEOs. This provides an efficient tool to help guide training programs in the field to ensure PEO safety.

Just in Time Check

If a payment button is not lit up in green and once PEOs complete filling out the citation details and attempt to issue the citation, a just in time check is done against the source databases for payment and permits to see if a payment came in. If a valid payment is found, the officer is prevented from issuing a citation.

Self-Releasing Booting

For those individuals who refuse to follow the parking rules and regulations and accrue multiple unpaid parking citations we suggest utilizing a self-releasing boot solution as a means of collecting unpaid parking citations. Booting is never a pleasant process, however, it is an effective solution to gain compliance with your parking program rules.

Sec. 8-2-15. Certain parked vehicles declared nuisance.

- (a) Any vehicle parked on any street or other public property, whether in an authorized or unauthorized zone, which is found to be the subject of \$50.00 or more past due on outstanding parking fines issued pursuant to any state or city parking ordinance is hereby declared to be a public nuisance.
- (b) Any vehicle that has been identified as a public nuisance shall be subject to the following penalties until such outstanding fines are collected:
 - (1) Installation of an immobilization device on the vehicle pursuant to section 8-2-16;
 - (2) Impoundment of the vehicle pursuant to section 8-2-16(g).



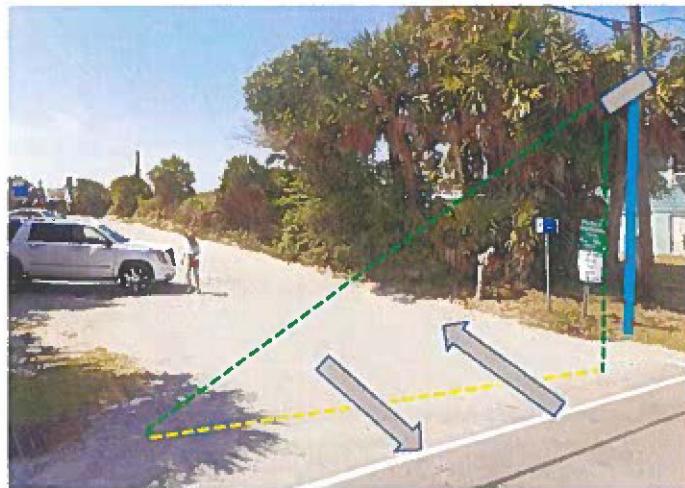
Per City ordinance Sec. 8-2-15, once a vehicle has been declared a nuisance it may be "immobilized", and thus added to the "scofflaw" list. The scofflaw list is automated within the ParkLoyalty enforcement software, which is integrated with the LPR enforcement system. The LPR system would flag a scofflaw being parked immediately directing the enforcement officer to proceed with the booting process.

The benefit of using a self-release boot is that it greatly improves the customer experience. A customer who has been booted can make payment, release the boot, and be on their way in under 10 minutes. The traditional booting approach could extend the payment and boot removal process by hours. Booted customers can make payment from their smart phone, or call a 24/7 call center to manage the payment process. The self-releasing boot program would be paid for by the scofflaws who would pay a boot fee to receive the boot release code. The customer would pay the outstanding citations owed to the City along with the boot fee. The boot fees collected would go to the provider of the self-releasing boot technology.

Parking Program Enhancements

Real Time Occupancy

Utilizing solar powered wireless camera technology we will be able to track in real time the occupancy of each of the City's two beach front parking lots. Parking space availability will be available to customers on-line allowing them to see which lots have available parking. The goal is to reduce traffic and pollution by helping people find a



parking space faster. There is nothing more frustrating than driving around looking for a parking space when you have the family in the car anxious to enjoy the beautiful beach.



The camera system will wirelessly relay the ins and outs of each parking lot to compute how many cars are parked at any given time and the corresponding number of available parking spaces to the public/residents.

PCI proposes to publish space availability through a designated City parking webpage we will provide and social media feeds. PCI recommends establishing social media feeds through Twitter and Facebook where parking information is shared with customers. City residents and visitors can follow the social media feed and receive parking availability without having to search for it. Posts would be more frequently during the early morning hours when most customers are preparing for, or driving to, the beach. The goal is to give the customer information before they arrive at a full parking facility. Smart digital signage can also be installed at high occupancy facilities to inform customers of how many parking spaces are available at the moment of their arrival.



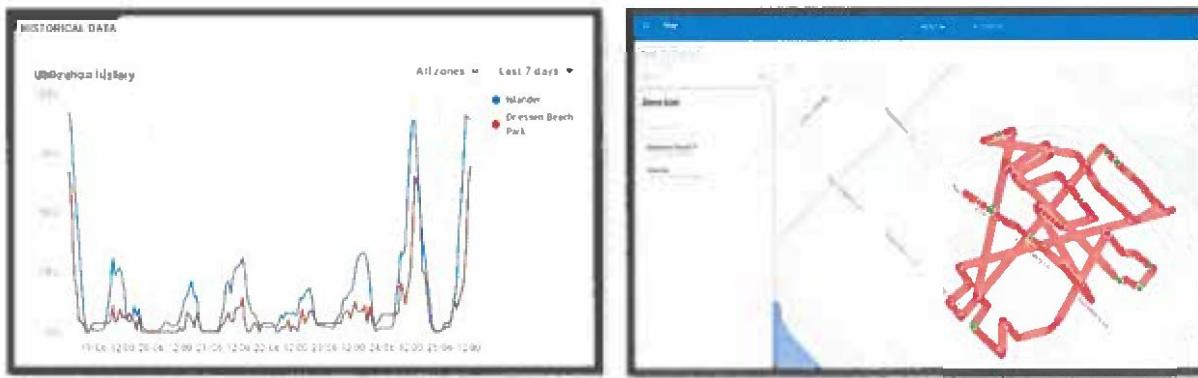
Nwave Parking Sensors (Optional)

PCI proposes the Nwave parking sensor solution for the City's 155 parking spaces on Ocean Blvd. *We present the sensors as an option due to the cost of the technology.* We wanted to make sure the City was provided an "apples to apples" financial proposal, and if we included the cost of the sensors in our base proposal we knew our pricing would be much higher than our competitors. Therefore, we have provided optional pricing to encompass the upfront and reoccurring expenses associated with the sensor system.

Currently there are 155 parking spaces on Ocean Blvd. Each one of these spaces would have a surface mounted sensor installed that would automatically detect if a vehicle was parked. The sensors communicate to two HUB stations that would communicate parking space occupancy in real time. The sensors would also track the duration of stay as well as how many parking events occurred by time of day. One of the values of this technology is that we can compare parking payments and revenue data to actual parking utilization to measure the performance of the parking enforcement staff as well as public compliance with payments.



PCI has installed these same sensors in the Town of Hilton Head Island to monitor the Town's reserved parking spaces for residents. You can see actual data from these sensors in the graphics below:



Virtual Permit Parking Solution

PCI proposes to replace the existing paper and sticker permitting program with a virtual permitting program that uses the vehicle license plate as the permit. License plate-based permitting is far easier to enforce and much easier to control permit abuse. ParkLync is a cloud-based, digital parking management system that offers a flexible self-serve platform to manage your parking needs. ParkLync's innovative solution meets you where you are offering flexible configurations to meet each customer's needs.

Permits can be applied for and purchased on-line. PCI will develop a custom parking website for the Isle of Palms parking program from which customers can begin the permit process. The website will provide all of the parking permit policies and offer a FAQ page. Please see www.parkhhi.org for an example of a similar permitting process PCI manages. Additionally, PCI will provide a 24/7 customer call center to offer assistance to customers in the permit application and payment process.



ParkLync is PCI's recommended cloud-based parking permit management solution for the City of Isle of Palms parking program. ParkLync is a user friendly and customer friendly experience for City staff and customers. Key to ParkLync's value is the ability for customers to self-manage their parker data which greatly reduces the administrative burden of the program for both parties.



ParkLync is a cloud-based, digital parking management system that offers a flexible self-serve platform to manage your parking needs. ParkLync offers flexible account set-ups to meet all of the unique customer requirements. Resident accounts can be customized as needed to meet the City of Isle of Palms's parking permit program requirements.

Customers will have a multitude of options to pay for their parking through ParkLync. ParkLync utilizes Braintree as its payment solution which opens up the world of user-friendly payment choices. More payment options mean faster receipt of revenue for the City and happier customers.



PCI will create a customized "permitting wizard" video for Isle of Palms residents and visitors. The wizard will walk the parker through the registration and permit purchase process. Below is a screen shot for the permitting wizard PCI created for the Town of Hilton Head Island, SC.

Permitting Wizard (Example from Hilton Head Island permitting program)

ParkLync is a web-based virtual permitting system that will allow Isle of Palms residents to apply and manage their accounts through ParkLync's website from a computer or smart phone. Like our virtual permitting operations in Hilton Head, Isle of Palms customers will have access to drop down menus allowing them to manage their accounts at their convenience.



Use QR Code to Apply Now

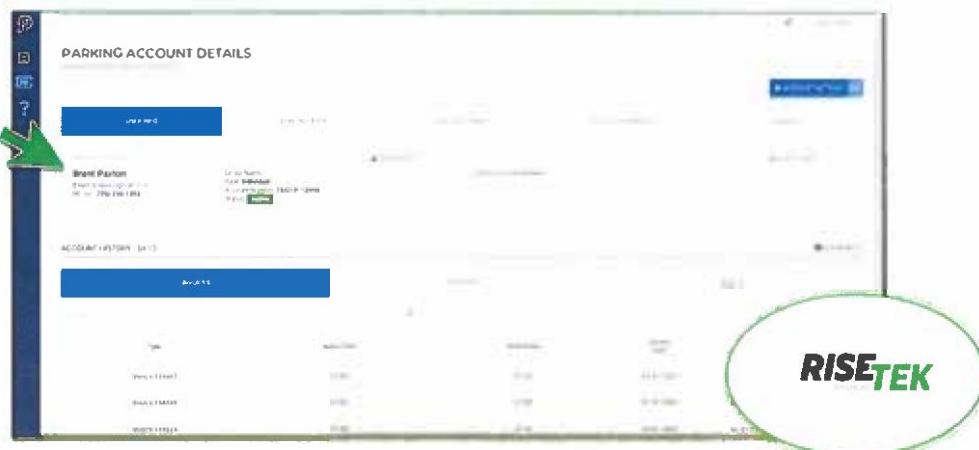
Matt Truhlar
Hilton Head Island
General Manager
PCI Municipal Services
Office: 843-715-3167
mtruhlar@municipalparking.com



ONBOARDING WIZARD OVERVIEW



Individual Parking Account Details: provides individual patrons with their unique Account Information that they can edit in ParkLync in real – time.



Isle of Palms Permit Accounts: ParkLync's web-based portal self-administration features will allow Isle of Palms customers to activate and edit an account using customizable drop-down menus in real time.

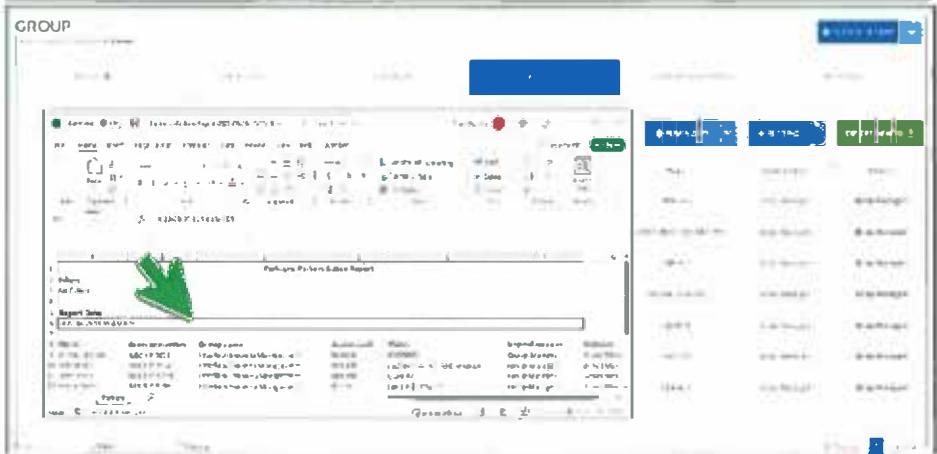
Additionally, Isle of Palms parking managers can view and track any account changes in real time on smart devices from field tablets (i.e, Androids, or

iPads, etc.), as well as office computers. Delivering real-time access to Isle of Palms customers will optimize your operations by allowing your staff to quickly respond to permitting services with the most up to date information.

ParkLync Data is Exportable to Other Formats: PABC staff can view parking data in Excel or CSV



Drop Down Menu Satellite Beach Manager View: Enforcement managers can view all Annual Passes and Pavilion Renters Account details in easily exportable formats like Excel and CSV.



Isle of Palms staff and customers will have real-time access to all parking payment invoices and history summaries for each permit.

Parking Permit Website

PCI will develop a customized website experience for Isle of Palms residents and non-residents to make acquiring a parking permit a simple and trouble-free process. The following is the Resident Permit webpage PCI developed for the Town of Hilton Head Island parking program:





1. Download and complete the Beach Parking Permit Application

- Two options exist for filling out and turning in the application for the Resident Beach Parking Permit. You can download a PDF that can be mailed or dropped off at the PCI Municipal Services office or complete the Resident Beach Parking Permit online. There is a button for both options below.

[CLICK HERE FOR PDF](#)

[CLICK HERE FOR ONLINE APPLICATION](#)

*Use this application if you are mailing it in
or dropping it off at the office*

*Click here to fill out the online parking
permit application*

2. Attach copies of the required documentation

- Residential property owner's tax bill or closing documents within Hilton Head Island Town limits (This shall include 4 percent, 6 percent, and partial-deed or time-share ownership of greater or equal to 183 days. However, a timeshare with less than 183 days of annual occupancy and properties that are utilized as short-term rentals are NOT eligible to receive a beach parking pass.)
- A current Residential Rental/Lease agreement with a term greater than or equal to 183 days.

Additional Required Documentation:

- Vehicle Registration
- A valid SC DMV golf cart registration must be provided to obtain a beach parking permit for a golf cart.

Applications submitted without the required documentation will be returned.

Resident Parking Permit Program Experience

PCI Municipal Services has extensive experience managing residential and business permit parking programs for cities. In Lexington, Kentucky, they have over forty-five (45) residential permit zones, and multiple designated business permit programs. PCI also manages and enforces parking permit programs for comparable beach municipalities at Hilton Head, Virginia Beach, and Folly Beach.

Permit Enforcement

Digital permit lists would be efficiently and accurately enforced by linking the ParkLync permit database with the mobile LPR system. Enforcement officers would simply patrol permit areas using the proposed MLPR technology which would automatically identify non-permitted vehicles that are parked in violation.

Improved Mobile Payments

PCI proposes to replace the existing mobile payment systems and provide Isle of Palms with a state-of-the-art mobile payment solution that will be branded for the City. The current mobile payment solution requires customers to "text" a code to start a payment transaction. It only takes about 15 minutes of observation to watch customers struggle with this process. While texting is a common practice that nearly everyone does daily, texting in the bright sunlight a code while your phone tries to "auto-correct" is not so easy. While texting is easy, scanning a QR code is far easier and faster.



We propose the brand the mobile payment solution PARKIOP which will be displayed on the parkers mobile device and on receipts. Customers will be able to quickly scan a QR code posted on parking signs, or text the proper code to a designated number. The QR codes can be specific to parking lot and area.



1 – Enter Cell Number



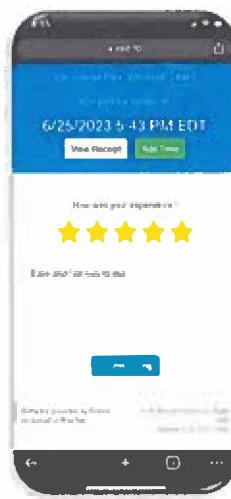
2 – Enter Plate #



3 – Enter Credit Card



4 – Receipt / Survey



Scan the QR Code on the Parking Sign, followed by four easy steps!

Parking Validations

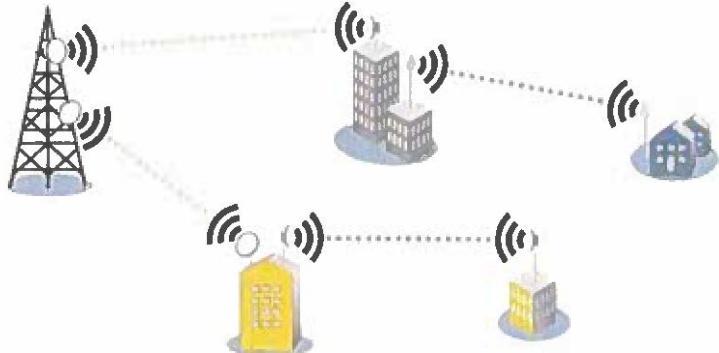
PCI's proposed mobile payment solution will also afford the opportunity for local businesses to easily validate their customers parking fees. Each business that signs up to offer parking validations will have an account created where it will track in real time their validation activity. The validation process can be as simple as having the customer "scan a QR code" at the hostess station and then asking the customer to enter a cell phone number and license plate. Businesses can choose to validate for one hour of parking, or more, or opt to pay the full day fee. The validation program offers a great deal of flexibility.



Parking Kiosk Enhanced Operability

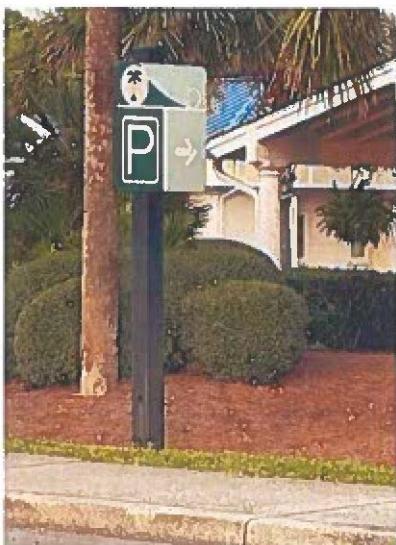


PCI understands the City's desire to reduce the number of parking payment kiosks. The kiosks require a great deal of upkeep and do not operate very efficiently with strained data service. When Isle of Palms is packed with people using cell phones on a Saturday in June the data service is just not sufficient to process credit card payments quickly or consistently. On any given day in summer you can watch people struggling to make a payment at the existing kiosks.



PCI knows how to solve this problem by leveraging point to point communication technology. Basically, we are using a "hardwired" interest service and connecting the kiosks directly without having to hardwire data lines. We have solved the same customer service issue for the City of Virginia Beach on one of their large parking lots along the beach using this technology.

Signage Program



PCI Municipal Services recommends an enhanced parking signage program for the Isle of Palms parking program. PCI will develop a parking sign concept that contains all of the necessary information and is easy for the customer to follow, less expensive to maintain, and properly brands the City's parking program. When it comes to signage, brevity is king! Simple messaging is most effective. The new proposed "scan to pay" QR code will be placed on the new signage. We will present a new signage plan for the City for approval, and we will pay for the cost of resigning your parking program!



The signage below is what PCI developed for Folly Beach. The new signs at Folly Beach dramatically improved the appearance of the City parking lots and increased the use of mobile phone payments by 20% almost immediately upon installation!

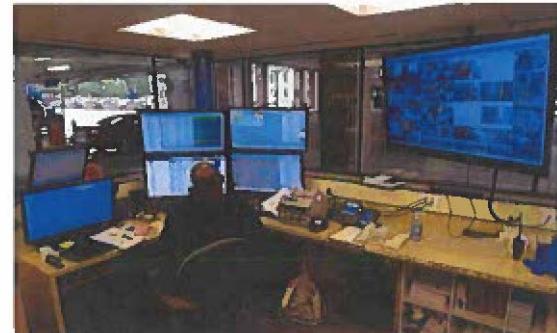


Previous Folly Beach Parking Signs VS PCI Developed Parking Signs



Call Center Service/Customer Support

PCI will provide an additional level of customer support to the City's parking program through a remote call center service. A dedicated call center phone number will be posted on the parking signage and the proposed parking website. Residents and visitors can have questions answered on parking payments, citations, and program policies 24 hours a day seven days a week. PCI proposes to utilize Risetek Global call center services to assist Isle of Palms parking customers. Risetek provides professional call center services for parking programs. All calls are documented and recorded for quality assurance. Risetek will follow approved protocol and scripts specific for the Isle of Palms program. All activity is reported in a format and scheduled based upon program requirements. PCI will provide the City with monthly reports of the call center activity.





Parking Website

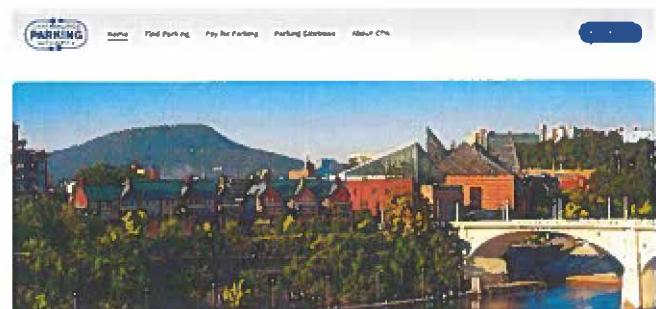
PCI Municipal Services will develop a custom website dedicated to all things parking for Isle of Palms. We will work with the City on approved content for the website. At a high level the parking website will include the following information:

- *Parking Location Details*
- *Real Time Parking Availability*
- *Parking Rates*
- *How to pay for parking?*
- *Parking Permit Program Details*
- *Pay a Parking Citation*
- *Pay your Boot Fee*
- *FAQ*

PCI is recommending naming the website www.parkiop.org. We would place QR codes on the parking signs that would allow people to access the website information quickly.

PCI has built and manages parking websites for many of our clients. You can take a look at a few of PCI client parking websites using the following links:

- www.chattanoogaparking.org
- www.parkcedarrapids.com
- www.parkfollybeach.org



Citation Collections

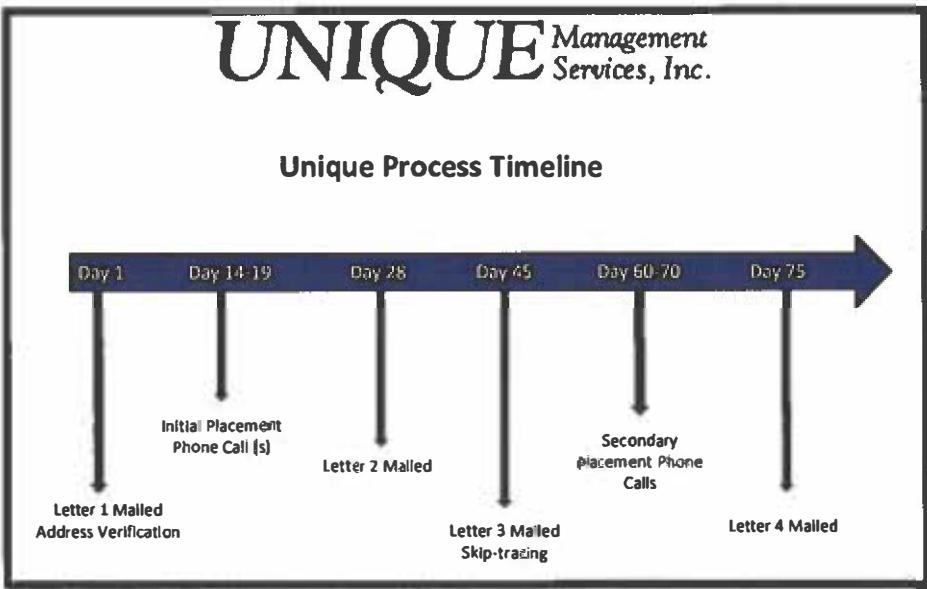
With the City's approval, PCI will institute and manage a collections program for unpaid parking citations. Only unpaid parking citations that are over 90 days old will be sent to a professional licensed collection agency for processing. PCI manages a collection process for the City of Folly Beach using Unique Management Services as our collections agent. Unique specializes in the collection of unpaid library fines, so they are very good at managing small debt collections.

The thing PCI likes most about Unique is that they use a "gentle nudge" approach. They strictly follow the Federal and State collection laws and do not harass customers in any way. The following is a graphic that provides a step-by-step process that Unique follows once they receive a debt file. Unique has been successfully collecting unpaid parking citation debt for over 15 years.



UNIQUE Management Services, Inc.

Unique Process Timeline



Per South Carolina law, Unique will add a 35% collection fee onto the unpaid citation balance. This collection fee covers the cost of the service. The real value to the City of using a collection agency is that more of the monies owed to you will be collected. As many people are infrequent visitors to Isle of Palms, this is really the only tool for collecting those out-of-state balances, which likely make up about 50% of the current outstanding balance.



Company Experience

Prior work performed, including names of prior and current clients, number of lots and spaces managed from named clients, written policies for employees, and number of years operating in the field.

Municipality	Years of Operation	Municipality	Years of Operation
County of Los Angeles	27	Hermosa Beach	8
Los Angeles	24	Inglewood	8
Norwalk	23	Redondo Beach	8
County of Orange	22	Walnut Creek	7
Corona	19	Beverly Hills	7
Blythe	19	Rio Vista	6
San Francisco	13	Huntington Beach	6
Pasadena	13	Santa Monica	5
Glendale	12	Long Beach	5
San Bernardino County	12	Santa Anna	5
Temecula	10	Westminster	5
Berkeley	9	Avalon	3
Glendora	9	Cedar Rapids	3
Irvine	9	Riverside	2
Ann Arbor	2	Lexington	2
Chattanooga	1	Lawrence	March 2023
State of Louisiana	1	Hilton Head	March 2023
Oklahoma City	1	Virginia Beach	February 2023
Folly Beach	May 2023	Satellite Beach	July 2023

Key Statistics

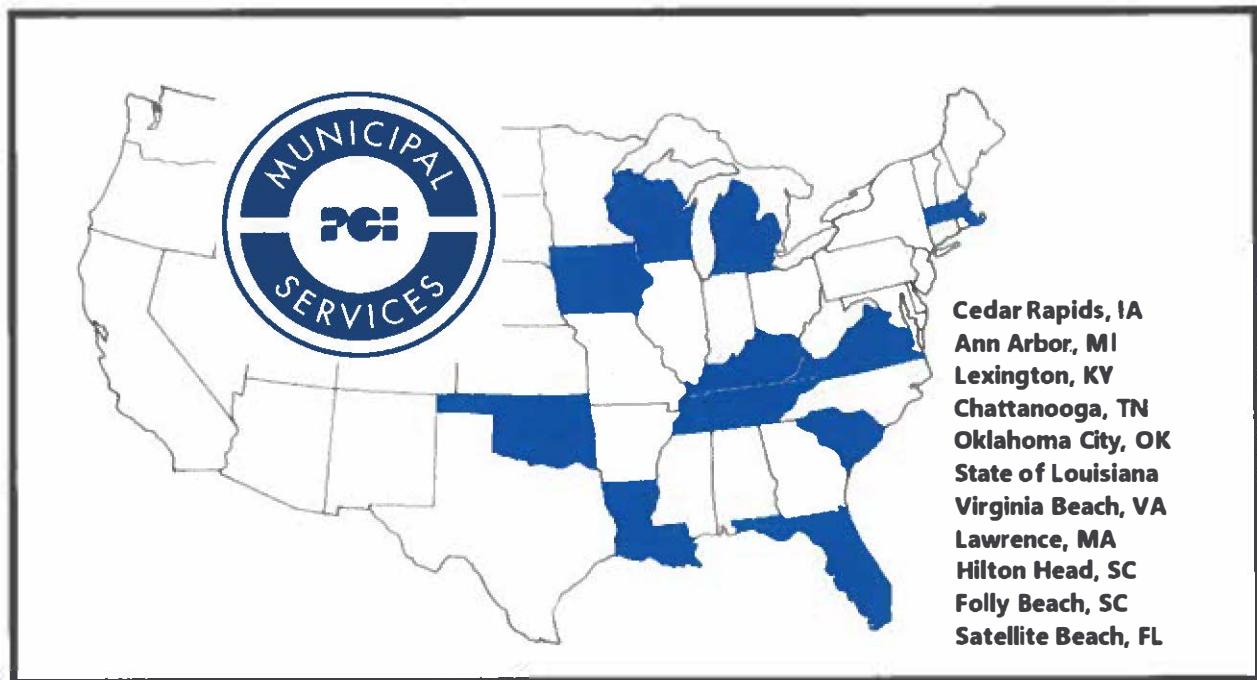
PCI / PCI Municipal Services

Number of Years in Business	48 / 3
Number of Employees	1,400 / 280
Number of Locations Managed	200 / 119
Annual Parking Revenues Managed	\$125,000,000 / \$55,000,000
Parking Citations Managed Annually	300,000+



PCI Operations Map

The following map identifies the operation cities and clients of PCI Municipal Services as of the submission of this proposal. We maintain Regional Offices in Cedar Rapids, IA, Ann Arbor, MI and Chattanooga, TN. Our Regional Managers spend a great deal of time in each of the cities they are responsible for providing support to our clients and local teams.



Pending Legal Actions

PCI Municipal Services has no pending legal actions to report.

Financials

Financials: Bidder to provide their latest audit or financials filed with most recent tax return

PCI Municipal Services is a limited liability corporation. PCI maintains a very strong financial balance sheet and has weathered the pandemic fully honoring its financial commitment to its clients, employees, and vendors. PCI pays our employees and vendors on time avoiding any operational distractions and service interruptions. Per RFP requirements, our most recent years audited financial information is included as an Exhibit.



W-9 Form

Provide current copy of IRS Form W9.

W-9 Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	<p style="text-align: center;">Request for Taxpayer Identification Number and Certification</p> <p style="text-align: center;">► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 1 Name(s) shown on your income tax return. Name is required on this line; do not leave this line blank. PCI Municipal Services, LLC </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 2 Business name/dissociated entity name, if different from above PCI Municipal Services, LLC </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) > S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) > S <small>8 Address (number, street, and apt. or suite no.) See instructions. 12 Mauchly, Building I. 9 City, state, and ZIP code Irvine, CA 92618</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 7 List account number(s) here (optional) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 4 Exempt payee codes (apply only to certain entities, not individuals; see instructions on page 3): <small>Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <small>9a If not sure, withhold until the U.S. tax is paid. Requester's name and address (optional)</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 5 Social security number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 6 Employer identification number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> </div> </div>		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Part I Taxpayer Identification Number (TIN) <small>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.</small> <small>Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 10 Social security number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> </div> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> 11 Employer identification number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> </div> </div> </div>		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Certification <small>Under penalties of perjury, I certify that:</small> <ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <small>Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Sign Here </div> <div style="width: 30%;"> Signature of U.S. person </div> <div style="width: 30%;">  </div> </div> <div style="text-align: right; margin-top: 10px;"> Date: 5/6/2021 </div>		
<p style="text-align: center;">General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p style="text-align: center;">Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <small>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</small> • If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later. 		



Bonding Capacity

Letter from Surety Company indicating bonding capacity.



June 26, 2023

Desiree Fragoso
City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

RE: PCI Municipal Services – Parking Management Services
RFP No. 2023-05

To Whom it May Concern:

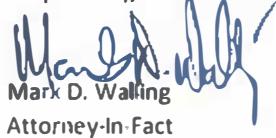
We have been asked by Parking Concepts, Inc. to provide a reference letter to you.

We acknowledge and confirm that Berkley Surety, through its affiliate Berkley Insurance Company, provides surety credit to Parking Concepts, Inc. Berkley Insurance Company has an A.M. Best rating of A+ (Superior) and a financial size of XV with a Treasury Listing of approximately \$440 million.

We acknowledge and confirm that Berkley Surety has formed a relationship with Parking Concepts, Inc. to provide surety credit. We will consider typical single bond requests to upper seven digits and with an aggregate program in the mid eight digits. Individual bonds above these limits will be favorably considered on the merits at the time of request.

The issuance of surety credit is a matter between the principal and surety and conditioned upon the principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or any other third party should we decline to issue bonds.

Respectfully,


Mark D. Walling
Attorney-In-Fact



References

Contact information for two professional references.

In total PCI is contracted to manage thirty (30) plus municipal parking programs totaling over 150,000 parking spaces. Below we have provided a few of our municipal client references we feel are comparable to the City's parking program. We are happy to provide additional reference information if requested.

Reference #1	
Contact Name	Mr. Rob Fries
Organization	City of Virginia Beach
Phone Number	(319) 730-1414
E-mail Address	rfries@vbgov.com
Contract/Project Name	City of Virginia Beach – Off-Street & On-Street Parking Program
Contract/Project Start Date	February 1, 2023
Contract/Project End Date	On-Going
Reference #2	
Contact Name	Mr. Ed Trammell
Organization	Lexington & Fayette County Parking Authority
Phone Number	(859) 396-0959
E-mail Address	etrammell@lexpark.org
Contract/Project Name	City of Lexington, Kentucky – Off-Street & On-Street Parking Program
Contract/Project Start Date	July 1, 2022
Contract/Project End Date	On-Going
Reference #3	
Contact Name	Ms. Jada Hahlbrock
Organization	Ann Arbor Downtown Development Authority
Phone Number	(734) 567-8025
E-mail Address	jahlbrock@a2dda.org
Contract/Project Name	City of Ann Arbor, Michigan – Off-Street & On-Street Parking Program
Contract/Project Start Date	July 1, 2022
Contract/Project End Date	On-Going
Reference #4	
Contact Name	Mr. Cory Hubert
Organization	COTPA
Phone Number	(734) 567-8025
E-mail Address	Cory.hubert@okc.gov
Contract/Project Name	City of Oklahoma City, Oklahoma – Off-Street Parking Program
Contract/Project Start Date	August 4, 2022
Contract/Project End Date	On-Going



Reference #5	
Contact Name	Mr. Doug Neumann
Organization	Cedar Rapids Metro Economic Alliance
Phone Number	(319) 730-1414
E-mail Address	dneumann@cedarrapids.org
Contract/Project Name	City of Cedar Rapids, Iowa – Off-Street & On-Street Parking Program
Contract/Project Start Date	April 1, 2020
Contract/Project End Date	On-Going
Reference #6	
Contact Name	Ms. Genevieve Row
Organization	City of Beverly Hills, California
Phone Number	(310) 285-2478
E-mail Address	grow@beverlyhills.org
Contract/Project Name	City of Beverly Hills, California – Off-Street Parking Program
Contract/Project Start Date	2013
Contract/Project End Date	On-Going

We did not include the City of Folly Beach as a reference as we just started management of their program on May 1st of this year, however, we would recommend you reaching out to them to hear how PCI managed their transition.

Aaron Pope, AICP
City Administrator
City of Folly Beach
843-276-5568
apope@follybeach.gov



Financial Proposal

Through the implementation of our enhanced payment, management and enforcement technology PCI is extremely confident that we will significantly increase parking revenues for the City while improving the overall customer parking experience. Also of great importance is that we will relieve the burden of managing parking from City staff and your police officers and allow them to focus their attention on other areas. We are proposing a revenue sharing arrangement with the City that will align our interests to provide an efficient professional parking management program for your residents and visitors.

Our financial proposal for the City of Isle of Palms is as follows:

- **PCI will manage and collect all parking revenue on behalf of the City and pay the City seventy-six percent (76%) of the parking revenue.**
 - Parking revenue would include all parking fee payments, parking citation payments and any paid parking permit fees.
 - Parking revenue would not include convenience fees assessed by technology vendors (mobile payments and on-line parking citation payments). These fees are used to cover the cost of the technology and will be retained by the service provider.
 - Mobile payment convenience fee \$0.35 per transaction
 - On-line citation payment convenience fee \$3.95 (no-fees will be charged for mailed in payments)
 - Parking revenue would be reported less credit card fees and any applicable taxes.
- **The City will maintain control of the parking rates, ordinances, and policies.**
 - Any reduction in parking spaces, the paid parking period, or parking rates would necessitate an equitable adjustment to the revenue share terms.
- **PCI would pay for all operational expenses of the parking program as proposed out of our share of the parking revenue, including staff payroll, staff benefits, liability insurance, equipment, vehicles, fuel, banking fees, uniforms, supplies, and software.**
 - The City would never have to pay any costs associated with the management of the parking program. This would be true during the winter months as well (November, December, January and February).
- **PCI will also pay for the proposed technology out of our share of the revenue. This includes the following:**
 - New parking enforcement software (ParkLoyalty) with automated license plate recognition software
 - CamData real time parking occupancy solution for the two City parking lots
 - 24/7 Customer Call Center service providing support for residents and visitors on all parking matters
 - A custom designed parking website for the City parking program. Real time parking occupancy will be visible to the public via the new parking website.
 - This would *exclude* the parking sensor technology offered as an option for the Ocean Boulevard spaces (see below for optional pricing).

Optional Parking Sensor Technology

The cost of the parking sensor technology is NOT INCLUDED in our 76/24 revenue share offer to the City. The cost to install the Nwave parking space sensor technology on the Ocean Boulevard 155 parking spaces would be \$111,975, including the annual software fees over a five-year period. If the City would like to have PCI purchase and install the sensor technology, we propose to simply deduct \$2,000 per month from the total parking revenue collected prior to the calculation of the revenue share. Under this arrangement PCI would be paying 24% of the cost of the sensor technology.



Outsourcing Statement

Outsourcing Statement: if your organization must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs should be all-inclusive to include any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include a name and description of the organization being contracted.

PCI will be performing all work on the contract internally, with the exception of the proposed remote call center support services. Risetek Global, LLC will be providing the call center support services. www.risetekglobal.com. If the City would like more information on Risetek we will be glad to provide.



Exhibits

Audited Financial Statement - Attachment



**Isle of Palms Police Department
30 JC Long Blvd
Isle of Palms, SC 29451
843-886-6522 (Phone) 843-886-8527 (Fax)
Chief Kevin Cornett**



Mrs. Desiree Fragoso,

After following procurement policies and policies related to a bid process, City Council heard from several companies as it relates to parking management systems. As you are aware, I have been involved in the meetings and have heard the proposals and statements of each of the companies. I have also been involved in conducting some of the reference checks for the businesses and conducting open-source searches to gather information about the companies.

That process has concluded with a selection of PCI Municipal Services by City Council. I have met with the representatives with this company. They will initially have office space in the public safety building within proximity to members of the police department. Personnel from the police department will work with the staff from PCI as needed to transition and we will meet with their representatives on a regular basis.

Per City of Isle of Palms Ordinance Section 8-2-12(a), I am authorizing employees of PCI Municipal Services to issue notices of violations of the parking ordinances outlined in the City of Isle of Palms ordinances.

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K. L. Cornett".

Kevin Cornett

Chief of Police

Isle of Palms Police Department



Revenue Summary - All Revenue Types By Day- Isle of Palms

Date	Flowbird Transient Revenue	Mobile Parking	Park Loyalty Citation Revenue	Parklyn Permit Revenue	Total Revenue
03/1/2024	\$ 25.50	\$ 503.50		\$ 120.00	\$ 649.00
03/2/2024	\$ 5.00				\$ 5.00
03/3/2024	\$ 2.50	\$ 2407.00		\$ 120.00	\$ 2,529.50
03/4/2024	\$ 277.50	\$ 2471.00		\$ 180.00	\$ 2,928.50
03/5/2024	\$ 111.00	\$ 1834.00		\$ 240.00	\$ 2,185.00
03/6/2024	\$ 60.50	\$ 1258.00		\$ 240.00	\$ 1,558.50
03/7/2024	\$ 219.50	\$ 2,179.50		\$ 480.00	\$ 2,879.00
03/8/2024	\$ 209.50	\$ 2328.50		\$ 900.00	\$ 3,438.00
03/9/2024	\$ 101.00	\$ 1949.00		\$ 300.00	\$ 2,350.00
03/10/2024	\$ 369.00	\$ 3895.00		\$ 180.00	\$ 4,444.00
03/11/2024	\$ 75.00	\$ 1572.50		\$ 240.00	\$ 1,887.50
03/12/2024	\$ 67.50	\$ 2125.50	\$ 100.00	\$ 240.00	\$ 2,533.00
03/13/2024	\$ 692.95	\$ 2675.50		\$ 300.00	\$ 3,668.45
03/14/2024	\$ 1,253.70	\$ 4180.50	\$ 50.00	\$ 420.00	\$ 5,904.20
03/15/2024	\$ 1,342.30	\$ 3442.50	\$ 100.00	\$ 240.00	\$ 5,124.80
03/16/2024	\$ 1826.30	\$ 9225.00	\$ 1800.00	\$ 540.00	\$ 13,391.30
03/17/2024	\$ 1570.50	\$ 5718.50	\$ 650.00	\$ 120.00	\$ 8,059.00
03/18/2024	\$ 573.70	\$ 1273.00	\$ 450.00		\$ 2,296.70
03/19/2024	\$ 424.50	\$ 604.00	\$ 525.00	\$ 240.00	\$ 1,793.50
03/20/2024	\$ 946.10	\$ 1375.50	\$ 300.00	\$ 180.00	\$ 2,801.60
03/21/2024	\$ 1,212.75	\$ 1542.05	\$ 700.00	\$ 60.00	\$ 3,514.80
03/22/2024	\$ 438.80	\$ 830.50	\$ 250.00	\$ 300.00	\$ 1,819.30
03/23/2024	\$ 1252.00	\$ 4551.50	\$ 400.00		\$ 6,203.50
03/24/2024	\$ 1176.65	\$ 2779.50	\$ 750.00	\$ 420.00	\$ 5,126.15
03/25/2024	\$ 728.75	\$ 1027.00	\$ 950.00		\$ 2,705.75
03/26/2024	\$ 1090.40	\$ 1914.00	\$ 750.00	\$ 300.00	\$ 4,054.40
03/27/2024	\$ 622.75	\$ 851.50	\$ 400.00	\$ 120.00	\$ 1,994.25
03/28/2024	\$ 458.05	\$ 789.50	\$ 550.00	\$ 120.00	\$ 1,917.55
03/29/2024	\$ 1,113.25	\$ 3927.50	\$ 751.50	\$ 660.00	\$ 6,452.25
03/30/2024	\$ 1896.80	\$ 10655.00	\$ 950.00	\$ 360.00	\$ 13,861.80
03/31/2024	\$ 2086.25	\$ 11753.50	\$ 950.00	\$ 300.00	\$ 15,089.75
Total	\$22,230.00	\$91,639.55	\$11,376.50	\$7,920.00	\$133,166.05
Credit Card Fees	-\$ 824.37	-\$ 2896.40	-\$ 302.68	\$ 197.82	-\$ 4,221.27
Total Less CC Fees	\$21,405.63	\$88,743.15	\$11,073.82	\$7,722.18	\$128,944.78

Revenue Split Calculation

PCIMS 24%	\$ 5,137.35	\$ 21,298.36	\$ 2,657.72	\$ 1,853.32	\$ 30,946.75
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Isle of Palms 76%	\$ 16,268.28	\$ 67,444.79	\$ 8,416.10	\$ 5,868.86	\$ 97,998.03
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Paid Citations March 2024

Row Labels	Count	Citation N	Sum of Cite	Amount
NO PARKING ZONE	2	\$	200.00	
NON-PAYMENT	157	\$	7,775.00	
PARKED AGAINST THE FLOW OF TRAFFIC	12	\$	1,200.00	
PARKED IN OR WITHIN 20' OF A CROSSWALK	1	\$	100.00	
PARKED WITHIN 4' OF PAVEMENT	19	\$	1,900.00	
RESIDENT PARKING ONLY	1	\$	1.50	
TIRES ON THE ROADWAY	2	\$	200.00	
Grand Total	194	\$	11,376.50	

Isle of Palms***Citations Paid By Date***

Row Labels	Count	Citation N	Sum of Cite	Amount
12-Mar	1	\$	100.00	
14-Mar	1	\$	50.00	
15-Mar	2	\$	100.00	
16-Mar	26	\$	1,800.00	
17-Mar	13	\$	650.00	
18-Mar	8	\$	450.00	
19-Mar	10	\$	525.00	
20-Mar	5	\$	300.00	
21-Mar	11	\$	700.00	
22-Mar	5	\$	250.00	
23-Mar	6	\$	400.00	
24-Mar	13	\$	750.00	
25-Mar	17	\$	950.00	
26-Mar	13	\$	750.00	
27-Mar	8	\$	400.00	
28-Mar	10	\$	550.00	
29-Mar	14	\$	751.50	
30-Mar	16	\$	950.00	
31-Mar	15	\$	950.00	
Grand Total	194	\$	11,376.50	


Revenue Summary - All Revenue Types By Day- Isle of Palms

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03/23/2024	\$ 1252.00	\$ 4551.50	\$ 400.00		\$ 6,203.50
03/24/2024	\$ 1176.65	\$ 2779.50	\$ 750.00	\$ 420.00	\$ 5,126.15
03/25/2024	\$ 728.75	\$ 1027.00	\$ 950.00		\$ 2,705.75
03/26/2024	\$ 1090.40	\$ 1914.00	\$ 750.00	\$ 300.00	\$ 4,054.40
03/27/2024	\$ 622.75	\$ 851.50	\$ 400.00	\$ 120.00	\$ 1,994.25
03/28/2024	\$ 458.05	\$ 789.50	\$ 550.00	\$ 120.00	\$ 1,917.55
03/29/2024	\$ 1,113.25	\$ 3927.50	\$ 751.50	\$ 660.00	\$ 6,452.25
03/30/2024	\$ 1896.80	\$ 10655.00	\$ 950.00	\$ 360.00	\$ 13,861.80
03/31/2024	\$ 2086.25	\$ 11753.50	\$ 950.00	\$ 300.00	\$ 15,089.75
Total	\$22,230.00	\$91,639.55	\$11,376.50	\$7,920.00	\$133,166.05
Credit Card Fees	-\$ 824.37	-\$ 2896.40	-\$ 302.68	-\$ 197.82	-\$ 4,221.27
Total Less CC Fees	\$21,405.63	\$88,743.15	\$11,073.82	\$7,722.18	\$128,944.78

Revenue Split Calculation

PCIMS 24%	\$ 5,137.35	\$ 21,298.36	\$ 2,657.72	\$ 1,853.32	\$ 30,946.75
Isle of Palms 76%	\$ 16,268.28	\$ 67,444.79	\$ 8,416.10	\$ 5,868.86	\$ 97,998.03

Mobile Parking by Day and Site

Row Labels	Sum of Total		Column Labels				Grand Total
	Municipal of Palms	Lot A Isle IOP	Municipal Lot B Isle of Palms	Ocean Blvd On Street Parking	Oversized Vehicle Lot B Isle of Palms		
3/1/2024		\$27.05		\$514.60			\$541.65
3/3/2024		\$63.75	\$380.85	\$2,137.75			\$2,582.35
3/4/2024		\$31.05	\$215.10	\$2,403.35			\$2,649.50
3/5/2024		\$14.70	\$52.45	\$1,904.75			\$1,971.90
3/6/2024		\$33.40	\$131.60	\$1,184.70			\$1,349.70
3/7/2024		\$60.45	\$201.70	\$2,067.50			\$2,329.65
3/8/2024		\$32.10	\$362.25	\$2,096.90			\$2,491.25
3/9/2024		\$28.40	\$197.60	\$1,858.45			\$2,084.45
3/10/2024		\$32.75	\$1,196.70	\$2,914.05			\$4,143.50
3/11/2024		\$25.40	\$120.90	\$1,547.65			\$1,693.95
3/12/2024		\$72.45	\$103.25	\$2,098.55			\$2,274.25
3/13/2024		\$54.45	\$464.20	\$2,320.30			\$2,838.95
3/14/2024		\$148.30	\$1,903.00	\$2,352.15			\$4,403.45
3/15/2024		\$62.10	\$1,337.25	\$2,227.60			\$3,626.95
3/16/2024		\$257.15	\$6,375.30	\$2,980.00			\$9,612.45
3/17/2024		\$168.85	\$2,889.50	\$2,921.25			\$5,979.60
3/18/2024		\$56.45	\$66.80	\$1,239.35			\$1,362.60
3/19/2024		\$52.45	\$56.45	\$544.10			\$653.00
3/20/2024		\$10.35	\$82.20	\$1,372.90			\$1,465.45
3/21/2024		\$64.45	\$229.45	\$1,347.15	\$0.05		\$1,641.10
3/22/2024		\$55.50	\$28.10	\$809.55			\$893.15
3/23/2024		\$111.95	\$2,089.80	\$2,603.15			\$4,804.90
3/24/2024		\$50.45	\$533.15	\$2,385.25			\$2,968.85
3/25/2024		\$46.10	\$92.20	\$968.15			\$1,106.45
3/26/2024		\$85.85	\$284.60	\$1,681.10			\$2,051.55
3/27/2024		\$20.70	\$77.85	\$824.35			\$922.90
3/28/2024		\$17.05	\$16.70	\$825.40			\$859.15
3/29/2024		\$127.25	\$1,197.70	\$2,838.10			\$4,163.05
3/30/2024		\$261.45	\$7,025.15	\$3,775.10			\$11,061.70
3/31/2024		\$230.25	\$8,336.70	\$3,613.55			\$12,180.50
Grand Total		\$2,302.60	\$36,048.50	\$58,356.75	\$0.05		\$96,707.90
Convience Fees paid by customer							\$ 5,068.35
Net Revenue							\$91,639.55

Paid Citations March 2024

Row Labels	Count of Citation	N	Sum of Cite Amount
NO PARKING ZONE	2	\$	200.00
NON-PAYMENT	157	\$	7,775.00
PARKED AGAINST THE FLOW OF TRAFFIC	12	\$	1,200.00
PARKED IN OR WITHIN 20' OF A CROSSWALK	1	\$	100.00
PARKED WITHIN 4' OF PAVEMENT	19	\$	1,900.00
RESIDENT PARKING ONLY	1	\$	1.50
TIRES ON THE ROADWAY	2	\$	200.00
Grand Total	194	\$	11,376.50

Isle of Palms***Citations Paid By Date***

Row Labels	Count of Citation	N	Sum of Cite Amount
12-Mar	1	\$	100.00
14-Mar	1	\$	50.00
15-Mar	2	\$	100.00
16-Mar	26	\$	1,800.00
17-Mar	13	\$	650.00
18-Mar	8	\$	450.00
19-Mar	10	\$	525.00
20-Mar	5	\$	300.00
21-Mar	11	\$	700.00
22-Mar	5	\$	250.00
23-Mar	6	\$	400.00
24-Mar	13	\$	750.00
25-Mar	17	\$	950.00
26-Mar	13	\$	750.00
27-Mar	8	\$	400.00
28-Mar	10	\$	550.00
29-Mar	14	\$	751.50
30-Mar	16	\$	950.00
31-Mar	15	\$	950.00
Grand Total	194	\$	11,376.50



Revenue Summary - All Revenue Types By Day- Isle of Palms

Date	Flowbird Transient Revenue	Mobile Parking	Park Loyalty Citation Revenue	Parklyn Permit Revenue	Total Revenue
04/1/2024	\$ 1,315.40	\$ 5024.00	\$ 1,350.00	\$ 120.00	\$ 7,809.40
04/2/2024	\$ 1,361.35	\$ 6413.50	\$ 850.00	\$ 480.00	\$ 9,104.85
04/3/2024	\$ 322.55	\$ 656.50	\$ 1,350.00	\$ 120.00	\$ 2,449.05
04/4/2024	\$ 849.80	\$ 2576.00	\$ 700.00	\$ 180.00	\$ 4,305.80
04/5/2024	\$ 910.25	\$ 4178.00	\$ 950.00	\$ 60.00	\$ 6,098.25
04/6/2024	\$ 1,082.55	\$ 5256.50	\$ 300.00	\$ 0.00	\$ 6,639.05
04/7/2024	\$ 923.50	\$ 3,686.50	\$ 550.00	\$ 0.00	\$ 5,160.00
04/8/2024	\$ 740.70	\$ 2227.00	\$ 700.00	\$ 600.00	\$ 4,267.70
04/9/2024	\$ 634.80	\$ 1302.50	\$ 450.00	\$ 120.00	\$ 2,507.30
04/10/2024	\$ 777.55	\$ 1454.50	\$ 950.00	\$ 60.00	\$ 3,242.05
04/11/2024	\$ 287.80	\$ 508.00	\$ 650.00	\$ 240.00	\$ 1,685.80
04/12/2024	\$ 652.50	\$ 3645.00	\$ 1300.00	\$ 240.00	\$ 5,837.50
04/13/2024	\$ 1700.05	\$ 10427.00	\$ 1050.00	\$ 360.00	\$ 13,537.05
04/14/2024	\$ 2,057.90	\$ 10828.00	\$ 1350.00	\$ 120.00	\$ 14,355.90
04/15/2024	\$ 925.15	\$ 3281.00	\$ 1850.00	\$ 540.00	\$ 6,596.15
04/16/2024	\$ 903.00	\$ 2086.00	\$ 1250.00	\$ 120.00	\$ 4,359.00
04/17/2024	\$ 684.55	\$ 1467.00	\$ 1200.00	\$ 240.00	\$ 3,591.55
04/18/2024	\$ 944.15	\$ 4081.00	\$ 2,050.00	\$ 60.00	\$ 7,135.15
04/19/2024	\$ 1285.45	\$ 5211.00	\$ 700.00	\$ 600.00	\$ 7,796.45
04/20/2024	\$ 1797.35	\$ 13646.00	\$ 1,050.00	\$ 300.00	\$ 16,793.35
04/21/2024	\$ 619.00	\$ 1895.00	\$ 800.00	\$ 60.00	\$ 3,374.00
04/22/2024	\$ 403.35	\$ 1040.00	\$ 1,400.00	\$ 60.00	\$ 2,903.35
04/23/2024	\$ 700.05	\$ 1634.00	\$ 1050.00	\$ 0.00	\$ 3,384.05
04/24/2024	\$ 882.70	\$ 2413.50	\$ 3,450.00	\$ 180.00	\$ 6,926.20
04/25/2024	\$ 892.60	\$ 2660.50	\$ 1,575.00	\$ 0.00	\$ 5,128.10
04/26/2024	\$ 906.25	\$ 3274.50	\$ 1,350.00	\$ 540.00	\$ 6,070.75
04/27/2024	\$ 2,055.50	\$ 10231.50	\$ 1115.00	\$ 60.00	\$ 13,462.00
04/28/2024	\$ 2,057.90	\$ 10356.00	\$ 1,925.00	\$ 60.00	\$ 14,398.90
04/29/2024	\$ 978.40	\$ 2678.50	\$ 2,425.00	\$ 240.00	\$ 6,321.90
04/30/2024	\$ 751.00	\$ 1908.50	\$ 3075.00	\$ 0.00	\$ 5,734.50
Over/Short					
Total	\$30,403.10	\$126,047.00	\$38,765.00	\$5,760.00	\$200,975.10
Credit Card Fees	(1,127.32)	(3,556.40)	(1,457.22)	(180.23)	(6,321.17)
Total Less CC Fees	\$29,275.78	\$122,490.60	\$37,307.78	\$5,579.77	\$194,653.93

Revenue Split Calculation

PCIMS 24%	\$ 7,026.19	\$ 29,397.74	\$ 8,953.87	\$ 1,339.14	\$ 46,716.94
Isle of Palms 76%	\$ 22,249.59	\$ 93,092.86	\$ 28,353.91	\$ 4,240.63	\$ 147,936.99


Revenue Summary - All Revenue Types By Day- Isle of Palms

Date	Flowbird Transient Revenue	Mobile Parking	Park Loyalty Citation Revenue	Parklyn Permit Revenue	Total Revenue
05/1/2024	\$ 734.25	\$ 1871.00	\$ 2,300.00	\$ 60.00	\$ 4,965.25
05/2/2024	\$ 963.40	\$ 3182.50	\$ 1,550.00	\$ 300.00	\$ 5,995.90
05/3/2024	\$ 1,143.00	\$ 5689.00	\$ 1,100.00	\$ 120.00	\$ 8,052.00
05/4/2024	\$ 1,319.25	\$ 8451.50	\$ 1400.00	\$ 240.00	\$ 11,410.75
05/5/2024	\$ 1,533.15	\$ 6117.00	\$ 1300.00	\$ 60.00	\$ 9,010.15
05/6/2024	\$ 760.70	\$ 2135.50	\$ 2150.00	\$ 180.00	\$ 5,226.20
05/7/2024	\$ 1,018.60	\$ 2,628.00	\$ 2200.00		\$ 5,846.60
05/8/2024	\$ 1,105.00	\$ 2559.50	\$ 2200.00	\$ 240.00	\$ 6,104.50
05/9/2024	\$ 706.05	\$ 1274.50	\$ 2450.00	\$ 180.00	\$ 4,610.55
05/10/2024	\$ 684.85	\$ 2024.00	\$ 1300.00		\$ 4,008.85
05/11/2024	\$ 2093.30	\$ 11911.00	\$ 1,400.00	\$ 120.00	\$ 15,524.30
05/12/2024	\$ 2407.00	\$ 11593.00	\$ 1150.00		\$ 15,150.00
05/13/2024	\$ 828.50	\$ 1601.00	\$ 1700.00	\$ 180.00	\$ 4,309.50
05/14/2024	\$ 396.90	\$ 765.00	\$ 1300.00	\$ 240.00	\$ 2,701.90
05/15/2024	\$ 1,112.80	\$ 2708.50	\$ 2250.00		\$ 6,071.30
05/16/2024	\$ 1365.60	\$ 4532.50	\$ 2050.00		\$ 7,948.10
05/17/2024	\$ 1263.60	\$ 4616.00	\$ 2900.00	\$ 120.00	\$ 8,899.60
05/18/2024	\$ 934.90	\$ 4182.00	\$ 6,300.00	\$ 180.00	\$ 11,596.90
05/19/2024	\$ 727.50	\$ 3836.50	\$ 1,450.00	\$ 300.00	\$ 6,314.00
05/20/2024	\$ 971.55	\$ 2787.00	\$ 2,575.00	\$ 60.00	\$ 6,393.55
05/21/2024	\$ 1,226.10	\$ 3083.00	\$ 2,300.00	\$ 60.00	\$ 6,669.10
05/22/2024	\$ 1,127.60	\$ 2966.50	\$ 2,650.00	\$ 120.00	\$ 6,864.10
05/23/2024	\$ 1094.90	\$ 4036.00	\$ 2550.00	\$ 240.00	\$ 7,920.90
05/24/2024	\$ 1063.65	\$ 5689.50	\$ 2,600.00	\$ 300.00	\$ 9,653.15
05/25/2024	\$ 1826.50	\$ 13078.50	\$ 3,675.00	\$ 180.00	\$ 18,760.00
05/26/2024	\$ 2556.30	\$ 14881.00	\$ 2,450.00		\$ 19,887.30
05/27/2024	\$ 2,171.65	\$ 9816.50	\$ 3450.00		\$ 15,438.15
05/28/2024	\$ 1,079.85	\$ 3556.00	\$ 3,650.00	\$ 180.00	\$ 8,465.85
05/29/2024	\$ 1,256.75	\$ 3687.50	\$ 2,250.00	\$ 60.00	\$ 7,254.25
05/30/2024	\$ 1384.35	\$ 4650.50	\$ 2800.00		\$ 8,834.85
05/31/2024	\$ 1283.00	\$ 5919.50	\$ 4,300.00	\$ 180.00	\$ 11,682.50
The Palms Hotel Ap and May				\$ 17,270.00	\$ 17,270.00
Windjammer Event		\$ 2200.00			\$ 2,200.00
Total	\$38,140.55	\$155,829.50	\$73,700.00	\$21,170.00	\$291,040.05
Credit Card Fees	(1,267.01)	(9,188.05)	(1,216.01)	(150.36)	(11,821.43)
Total Less CC Fees	\$36,873.54	\$146,641.45	\$72,483.99	\$21,019.64	\$279,218.62

Revenue Split Calculation

PCIMS 24%	\$ 8,849.65	\$ 35,193.95	\$ 17,396.16	\$ 5,044.71	\$ 67,012.47
Isle of Palms 76%	\$ 28,023.89	\$ 111,447.50	\$ 55,087.83	\$ 15,974.93	\$ 212,206.15



Revenue Summary - All Revenue Types By Day- Isle of Palms

Date	Flowbird Transient Revenue	Mobile Parking	Park Loyalty Citation Revenue	Parklyn Permu Revenue	Total Revenue
06/1/2024	\$ 2,536.45	\$ 14610.50	\$ 2,950.00		\$ 20,096.95
06/2/2024	\$ 2,217.95	\$ 9417.50	\$ 2,350.00	\$ 180.00	\$ 14,165.45
06/3/2024	\$ 1,017.05	\$ 3817.50	\$ 3,925.00	\$ 240.00	\$ 8,999.55
06/4/2024	\$ 1,168.55	\$ 3568.00	\$ 2200.00	\$ 120.00	\$ 7,056.55
06/5/2024	\$ 1,132.55	\$ 3457.00	\$ 2050.00		\$ 6,639.55
06/6/2024	\$ 1,156.30	\$ 3882.50	\$ 1750.00	\$ 240.00	\$ 7,028.80
06/7/2024	\$ 1,865.70	\$ 7,769.50	\$ 1950.00	\$ 60.00	\$ 11,645.20
06/8/2024	\$ 2,065.70	\$ 14645.00	\$ 4325.00		\$ 21,035.70
06/9/2024	\$ 2,151.50	\$ 12431.00	\$ 2600.00	\$ 120.00	\$ 17,302.50
06/10/2024	\$ 1,162.10	\$ 3383.00	\$ 3300.00	\$ 120.00	\$ 7,965.10
06/11/2024	\$ 1305.75	\$ 4019.00	\$ 3,550.00	\$ 120.00	\$ 8,994.75
06/12/2024	\$ 1069.55	\$ 4773.50	\$ 3550.00		\$ 9,393.05
06/13/2024	\$ 930.30	\$ 3996.00	\$ 2750.00	\$ 240.00	\$ 7,916.30
06/14/2024	\$ 1,186.95	\$ 7038.00	\$ 3650.00	\$ 120.00	\$ 11,994.95
06/15/2024	\$ 1,552.05	\$ 14328.50	\$ 3550.00	\$ 120.00	\$ 19,550.55
06/16/2024	\$ 1771.50	\$ 10034.00	\$ 1500.00		\$ 13,305.50
06/17/2024	\$ 1001.00	\$ 4692.00	\$ 3950.00		\$ 9,643.00
06/18/2024	\$ 1112.30	\$ 4652.00	\$ 3,750.00	\$ 240.00	\$ 9,754.30
06/19/2024	\$ 1273.00	\$ 6397.00	\$ 2,600.00	\$ 300.00	\$ 10,570.00
06/20/2024	\$ 1102.50	\$ 5498.50	\$ 2,275.00	\$ 120.00	\$ 8,996.00
06/21/2024	\$ 1,242.75	\$ 5850.00	\$ 3,100.00	\$ 60.00	\$ 10,252.75
06/22/2024	\$ 1,733.40	\$ 13599.00	\$ 4,292.00	\$ 60.00	\$ 19,684.40
06/23/2024	\$ 1188.00	\$ 7699.50	\$ 3300.00		\$ 12,187.50
06/24/2024	\$ 971.25	\$ 4571.00	\$ 5,250.00	\$ 300.00	\$ 11,092.25
06/25/2024	\$ 904.90	\$ 4495.00	\$ 5,500.00		\$ 10,899.90
06/26/2024	\$ 764.25	\$ 4719.50	\$ 4,300.00	\$ 180.00	\$ 9,963.75
06/27/2024	\$ 684.35	\$ 4078.50	\$ 3647.50		\$ 8,410.35
06/28/2024	\$ 756.50	\$ 6605.00	\$ 4,250.00	\$ 60.00	\$ 11,671.50
06/29/2024	\$ 923.10	\$ 14223.00	\$ 1,600.00		\$ 16,746.10
06/30/2024	\$ 729.30	\$ 11206.50	\$ 3580.00		\$ 15,515.80
Windjammer Event					\$ 1,650.00
Total	\$38,676.55	\$219,457.00	\$97,344.50	\$3,000.00	\$360,128.05
Credit Card Fees	(1,257.89)	(11,451.45)	(1,619.58)	(136.46)	(14,465.38)
Total Less CC Fees	\$37,418.66	\$208,005.55	\$95,724.92	\$2,863.54	\$345,662.67

Revenue Split Calculation

PCIMS 24%	\$ 8,980.48	\$ 49,921.33	\$ 22,973.98	\$ 687.25	\$ 82,959.04
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Isle of Palms 76%	\$ 28,438.18	\$ 158,084.22	\$ 72,750.94	\$ 2,176.29	\$ 262,703.63
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Citations Paid by Description

Row Labels	Count of Citation	Sum of Cite Amount
BLOCKING BEACH ACCESS	1	\$100.00
BLOCKING DRIVEWAY	2	\$200.00
DOUBLE PARKED	3	\$400.00
GOLF CART PARKING ONLY	11	\$1,100.00
HANDICAPPED/ NON-VISABLE PLACARD	1	\$100.00
IMPROPER PARKING	18	\$1,800.00
MUST PARK ANGLED	1	\$100.00
MUSTPARK PARALLEL	17	\$1,750.00
NO PARKING ZONE	85	\$8,850.00
NON-PAYMENT	391	\$22,794.50
PARALLEL PARKING ONLY	7	\$700.00
PARKED AGAINST THE FLOW OF TRAFFIC	127	\$13,550.00
PARKED IN OR WITHIN 20' OF A CROSSWALK	6	\$550.00
PARKED IN OR WITHIN 20FT OF A CROSSWALK	1	\$100.00
PARKED ON A BEACH ACCESS	2	\$300.00
PARKED ON PAVEMENT	8	\$900.00
PARKED WITHIN 15' FEET OF A FIRE HYDRANT	3	\$400.00
PARKED WITHIN 15FT OF FIRE HYDRANT	5	\$450.00
PARKED WITHIN 25' OF INTERSECTION	9	\$1,050.00
PARKED WITHIN25FT OF INTERSECTION	4	\$400.00
PARKED WITHIN 30' OF A STOP SIGN	2	\$200.00
PARKED WITHIN 4' OF PAVEMENT	133	\$16,200.00
PARKEDWITHIN4FT OF PAVEMENT	59	\$5,900.00
RESIDENT PARKING ONLY	86	\$9,050.00
RESIDENTIAL PERMIT REQUIRED	82	\$8,200.00
TIRES ON THE ROADWAY	21	\$2,200.00
Grand Total	1,085	\$97,344.50

Isle of Palms**Citations Paid By Date**

Row Labels	Count of Citation		
	Number		Sum of Cite Amount
6/1/2024	32	\$	2,950.00
6/2/2024	31	\$	2,350.00
6/3/2024	45	\$	3,925.00
6/4/2024	26	\$	2,200.00
6/5/2024	23	\$	2,050.00
6/6/2024	21	\$	1,750.00
6/7/2024	23	\$	1,950.00
6/8/2024	51	\$	4,325.00
6/9/2024	30	\$	2,600.00
6/10/2024	37	\$	3,300.00
6/11/2024	39	\$	3,550.00
6/12/2024	32	\$	3,550.00
6/13/2024	33	\$	2,750.00
6/14/2024	41	\$	3,650.00
6/15/2024	45	\$	3,550.00
6/16/2024	18	\$	1,500.00
6/17/2024	44	\$	3,950.00
6/18/2024	38	\$	3,750.00
6/19/2024	31	\$	2,600.00
6/20/2024	28	\$	2,275.00
6/21/2024	33	\$	3,100.00
6/22/2024	51	\$	4,292.00
6/23/2024	38	\$	3,300.00
6/24/2024	53	\$	5,250.00
6/25/2024	56	\$	5,500.00
6/26/2024	45	\$	4,300.00
6/27/2024	35	\$	3,647.50
6/28/2024	48	\$	4,250.00
6/29/2024	20	\$	1,600.00
6/30/2024	38	\$	3,580.00
Grand Total	1085	\$	97,344.50

Mobile Revenue By Location

Sum of Total	Column Labels				
	Municipal		Ocean Blvd On		
Row Labels	Municipal Lot A Isle of		Lot B Isle of	Street Parking	Grand Total
	Palms	IOP	Palms	IOP	
6/1/2024		\$514.20	\$10,961.75	\$3,675.65	\$15,151.60
6/2/2024		\$250.05	\$6,238.80	\$3,284.25	\$9,773.10
6/3/2024		\$89.50	\$1,137.40	\$2,798.85	\$4,025.75
6/4/2024		\$76.80	\$984.25	\$2,700.15	\$3,761.20
6/5/2024		\$93.50	\$1,042.25	\$2,508.15	\$3,643.90
6/6/2024		\$88.55	\$1,384.40	\$2,637.05	\$4,110.00
6/7/2024		\$254.50	\$4,792.55	\$3,098.70	\$8,145.75
6/8/2024		\$806.55	\$10,471.95	\$3,900.25	\$15,178.75
6/9/2024		\$407.15	\$9,139.85	\$3,324.65	\$12,871.65
6/10/2024		\$44.10	\$1,033.80	\$2,483.95	\$3,561.85
6/11/2024		\$74.80	\$1,349.05	\$2,803.75	\$4,227.60
6/12/2024		\$116.30	\$1,603.90	\$3,302.15	\$5,022.35
6/13/2024		\$104.55	\$952.00	\$3,174.65	\$4,231.20
6/14/2024		\$127.95	\$3,735.95	\$3,520.25	\$7,384.15
6/15/2024		\$612.85	\$10,238.40	\$3,975.65	\$14,826.90
6/16/2024		\$275.70	\$6,415.65	\$3,716.45	\$10,407.80
6/17/2024		\$99.85	\$1,570.05	\$3,271.30	\$4,941.20
6/18/2024		\$35.40	\$1,674.50	\$3,182.90	\$4,892.80
6/19/2024		\$147.25	\$3,040.25	\$3,521.35	\$6,708.85
6/20/2024		\$133.35	\$2,510.70	\$3,171.90	\$5,815.95
6/21/2024		\$169.80	\$2,705.25	\$3,318.30	\$6,193.35
6/22/2024		\$397.30	\$9,845.65	\$3,853.40	\$14,096.35
6/23/2024		\$187.70	\$4,307.55	\$3,534.65	\$8,029.90
6/24/2024		\$110.20	\$1,611.25	\$3,089.30	\$4,810.75
6/25/2024		\$116.55	\$1,539.95	\$3,071.95	\$4,728.45
6/26/2024		\$143.60	\$1,543.30	\$3,280.75	\$4,967.65
6/27/2024		\$135.60	\$1,036.60	\$3,126.45	\$4,298.65
6/28/2024		\$170.75	\$3,238.85	\$3,541.20	\$6,950.80
6/29/2024		\$573.65	\$10,181.80	\$3,969.45	\$14,724.90
6/30/2024		\$287.45	\$7,514.10	\$3,837.90	\$11,639.45
Grand Total		\$6,645.50	\$123,801.75	\$98,675.35	\$229,122.60
Convenience Fee paid by customer					\$ (9,665.60)
Net Revenue					\$219,457.00


Revenue Summary - All Revenue Types By Date- Isle of Palms

Date	Flowbind Transient Revenue	Mobile Parking	Park Loyalty Revenue	Parkview Permit Revenue	Total Revenue
7/1/2024	\$ 609.25	\$ 2,926.50	\$ 5,646.15	\$ 180.00	\$ 9,361.90
7/2/2024	\$ 720.65	\$ 4,568.00	\$ 2,090.85	\$ 120.00	\$ 7,499.50
7/3/2024	\$ 955.90	\$ 6,527.50	\$ 2,336.90		\$ 9,820.30
7/4/2024	\$ 2,114.50	\$ 11,741.50	\$ 1,521.10		\$ 15,377.10
7/5/2024	\$ 1,297.00	\$ 11,833.50	\$ 3,744.05	\$ 120.00	\$ 16,994.55
7/6/2024	\$ 1,441.70	\$ 15,396.00	\$ 2,352.70		\$ 19,190.40
7/7/2024	\$ 1,083.30	\$ 8,289.50	\$ 1,894.80		\$ 11,267.60
7/8/2024	\$ 439.95	\$ 3,443.50	\$ 5,435.10	\$ 180.00	\$ 9,498.55
7/9/2024	\$ 629.25	\$ 2,984.00	\$ 3,276.40	\$ 120.00	\$ 7,009.65
7/10/2024	\$ 582.05	\$ 3,765.50	\$ 2,086.90	\$ 120.00	\$ 6,554.45
7/11/2024	\$ 652.00	\$ 5,124.00	\$ 2,514.55		\$ 8,290.55
7/12/2024	\$ 658.25	\$ 4,743.00	\$ 2,444.80		\$ 7,846.05
7/13/2024	\$ 963.75	\$ 10,441.00	\$ 1,775.05		\$ 13,179.80
7/14/2024	\$ 944.50	\$ 9,096.50	\$ 1,529.00		\$ 11,570.00
7/15/2024	\$ 576.50	\$ 5,090.50	\$ 4,634.80		\$ 10,301.80
7/16/2024	\$ 529.85	\$ 4,716.00	\$ 4,536.15		\$ 9,782.00
7/17/2024	\$ 628.00	\$ 3,691.50	\$ 2,544.80		\$ 6,864.30
7/18/2024	\$ 655.35	\$ 4,113.00	\$ 3,538.25		\$ 8,306.60
7/19/2024	\$ 733.00	\$ 5,796.50	\$ 2,956.65		\$ 9,486.15
7/20/2024	\$ 1,236.00	\$ 12,548.50	\$ 993.45		\$ 14,777.95
7/21/2024	\$ 1,145.50	\$ 10,212.00	\$ 1,517.15		\$ 12,874.65
7/22/2024	\$ 506.70	\$ 3,597.50	\$ 4,332.95		\$ 8,437.15
7/23/2024	\$ 748.50	\$ 4,485.50	\$ 3,364.55		\$ 8,598.55
7/24/2024	\$ 505.00	\$ 3,780.50	\$ 3,226.40		\$ 7,511.90
7/25/2024	\$ 559.00	\$ 3,753.00	\$ 3,434.30		\$ 7,746.30
7/26/2024	\$ 635.50	\$ 5,640.00	\$ 4,256.65	\$ 60.00	\$ 10,592.15
7/27/2024	\$ 1,378.40	\$ 12,213.50	\$ 2,127.70		\$ 15,719.60
7/28/2024	\$ 1,159.60	\$ 12,444.50	\$ 2,090.85		\$ 15,694.95
7/29/2024	\$ 400.50	\$ 3,767.50	\$ 3,810.60		\$ 7,978.60
7/30/2024	\$ 495.00	\$ 4,173.00	\$ 1,463.20		\$ 6,131.20
7/31/2024	\$ 306.00	\$ 3,186.50	\$ 2,386.90	\$ 120.00	\$ 5,999.40
Returned Checks			-\$ 200.00		-\$ 200.00
The Palms Hotel					\$ 10,595.00
Windjammer Event					\$ 1,950.00
Total	\$25,290.45	\$204,089.50	\$89,663.70	\$1,020.00	\$332,608.65
Credit Card Fees	(1,096.12)	(10,928.49)	(1,435.98)	(55.53)	(13,516.12)
Total Less CC Fees	\$24,194.33	\$193,161.01	\$88,227.72	\$964.47	\$319,092.53

Revenue Split Calculation

PCIMS 24%	\$ 5,806.64	\$ 46,358.64	\$ 21,174.65	\$ 231.47	\$ 76,582.21
Isle of Palms 76%	\$ 18,387.69	\$ 146,802.37	\$ 67,053.07	\$ 733.00	\$ 242,510.32

Citations Paid by Type- Isle of Palms

Row Labels	Count	Citation N	Sum of Paid amount
BLOCKING BEACH ACCESS	3		\$311.85
BLOCKING DRIVEWAY	1		\$100.00
DOUBLE PARKED	1		\$200.00
DOUBLE PARKING PROHIBITED	2		\$207.90
GOLF CART PARKING ONLY	2		\$307.90
IMPROPER PARKING	30		\$3,306.65
MUST PARK PARALLEL	5		\$919.75
NO PARKING ZONE	59		\$7,163.30
NON-PAYMENT	409		\$27,205.95
PARALLEL PARKING ONLY	10		\$985.55
PARKED AGAINST THE FLOW OF TRAFFIC	89		\$11,162.05
PARKED IN A YELLOW ZONE	2		\$207.90
PARKED IN OR WITHIN 20' OF A CROSSWALK	2		\$207.90
PARKED IN OR WITHIN 20FT OF A CROSSWALK	1		\$100.00
PARKED ON A BEACH ACCESS	1		\$203.95
PARKED ON PAVEMENT	14		\$1,647.40
PARKED WITHIN 15FT OF FIRE HYDRANT	8		\$819.75
PARKED WITHIN 25' OF INTERSECTION	4		\$507.90
PARKED WITHIN 25FT OF INTERSECTION	5		\$515.80
PARKED WITHIN 30FT OF STOP SIGN	2		\$207.90
PARKED WITHIN 4' OF PAVEMENT	41		\$7,080.35
PARKED WITHIN 4FT OF PAVEMENT	98		\$10,435.75
RESIDENT PARKING ONLY	25		\$4,382.95
RESIDENTIAL PERMIT REQUIRED	99		\$10,909.45
TIRES ON THE ROADWAY	4		\$565.80
Grand Total	917		\$89,663.70

Citations Paid by Payment Method and Date

Sum of Paid	Column Labels			
Row Labels	OTC Card	OTC Check	Web	Grand Total
7/1/2024		\$2,200.00	\$3,446.15	\$5,646.15
7/2/2024			\$2,090.85	\$2,090.85
7/3/2024			\$2,336.90	\$2,336.90
7/4/2024			\$1,521.10	\$1,521.10
7/5/2024			\$3,744.05	\$3,744.05
7/6/2024	\$215.80		\$2,136.90	\$2,352.70
7/7/2024			\$1,894.80	\$1,894.80
7/8/2024		\$2,285.00	\$3,150.10	\$5,435.10
7/9/2024			\$3,276.40	\$3,276.40
7/10/2024			\$2,086.90	\$2,086.90
7/11/2024			\$2,514.55	\$2,514.55
7/12/2024			\$2,444.80	\$2,444.80
7/13/2024			\$1,775.05	\$1,775.05
7/14/2024			\$1,529.00	\$1,529.00
7/15/2024		\$2,040.00	\$2,594.80	\$4,634.80
7/16/2024			\$4,536.15	\$4,536.15
7/17/2024			\$2,544.80	\$2,544.80
7/18/2024			\$3,538.25	\$3,538.25
7/19/2024			\$2,956.65	\$2,956.65
7/20/2024			\$993.45	\$993.45
7/21/2024			\$1,517.15	\$1,517.15
7/22/2024		\$2,100.00	\$2,232.95	\$4,332.95
7/23/2024			\$3,364.55	\$3,364.55
7/24/2024			\$3,226.40	\$3,226.40
7/25/2024			\$3,434.30	\$3,434.30
7/26/2024		\$1,150.00	\$3,106.65	\$4,256.65
7/27/2024			\$2,127.70	\$2,127.70
7/28/2024			\$2,090.85	\$2,090.85
7/29/2024		\$1,100.00	\$2,710.60	\$3,810.60
7/30/2024			\$1,463.20	\$1,463.20
7/31/2024			\$2,386.90	\$2,386.90
Grand Total	\$215.80	\$10,875.00	\$78,772.90	\$89,863.70
Less Returned Checks				-\$200.00
Grand Total	\$215.80	\$10,875.00	\$78,772.90	\$89,663.70

Mobile Revenue By Date - Isle of Palms

Sum of Fee	Column Labels									
	Municipal Lot A					Ocean Blvd		Oversized		
	Marina Lot	Isle of Palms IOP	Isle of Palms	Municipal Lot B	On Street	Vehicle Lot B	Isle of Palms	Grand Total		
Row Labels										
7/1/2024			\$ 40.00	\$ 564.00	\$ 2,322.50			\$ 2,926.50		
7/2/2024	\$ 80.00	\$ 60.00		\$ 1,338.00	\$ 3,090.00			\$ 4,568.00		
7/3/2024	\$ 240.00	\$ 118.00		\$ 3,082.00	\$ 3,087.50			\$ 6,527.50		
7/4/2024	\$ 200.00	\$ 532.00		\$ 7,282.00	\$ 3,727.50			\$ 11,741.50		
7/5/2024	\$ 250.00	\$ 410.00		\$ 7,326.00	\$ 3,847.50			\$ 11,833.50		
7/6/2024	\$ 310.00	\$ 775.00		\$ 10,441.00	\$ 3,870.00			\$ 15,396.00		
7/7/2024	\$ 90.00	\$ 221.00		\$ 4,396.00	\$ 3,582.50			\$ 8,289.50		
7/8/2024		\$ 62.00		\$ 534.00	\$ 2,847.50			\$ 3,443.50		
7/9/2024		\$ 46.00		\$ 578.00	\$ 2,360.00			\$ 2,984.00		
7/10/2024	\$ 30.00	\$ 56.00		\$ 652.00	\$ 3,027.50			\$ 3,765.50		
7/11/2024	\$ 50.00	\$ 84.00		\$ 1,600.00	\$ 3,390.00			\$ 5,124.00		
7/12/2024	\$ 140.00	\$ 102.00		\$ 1,166.00	\$ 3,335.00			\$ 4,743.00		
7/13/2024	\$ 150.00	\$ 547.00		\$ 5,779.00	\$ 3,965.00			\$ 10,441.00		
7/14/2024	\$ 100.00	\$ 394.00		\$ 5,065.00	\$ 3,537.50			\$ 9,096.50		
7/15/2024		\$ 166.00		\$ 1,732.00	\$ 3,192.50			\$ 5,090.50		
7/16/2024	\$ 60.00	\$ 112.00		\$ 1,234.00	\$ 3,260.00	\$ 50.00	\$ 4,716.00			
7/17/2024	\$ 30.00	\$ 80.00		\$ 684.00	\$ 2,897.50			\$ 3,691.50		
7/18/2024	\$ 110.00	\$ 154.00		\$ 744.00	\$ 3,105.00			\$ 4,113.00		
7/19/2024	\$ 150.00	\$ 200.00		\$ 2,024.00	\$ 3,422.50			\$ 5,796.50		
7/20/2024	\$ 180.00	\$ 673.00		\$ 7,918.00	\$ 3,777.50			\$ 12,548.50		
7/21/2024	\$ 100.00	\$ 487.00		\$ 6,355.00	\$ 3,270.00			\$ 10,212.00		
7/22/2024	\$ 70.00	\$ 44.00		\$ 706.00	\$ 2,777.50			\$ 3,597.50		
7/23/2024	\$ 10.00	\$ 136.00		\$ 1,402.00	\$ 2,937.50			\$ 4,485.50		
7/24/2024	\$ 30.00	\$ 94.00		\$ 614.00	\$ 3,042.50			\$ 3,780.50		
7/25/2024	\$ 10.00	\$ 144.00		\$ 1,054.00	\$ 2,545.00			\$ 3,753.00		
7/26/2024	\$ 50.00	\$ 214.00		\$ 2,076.00	\$ 3,300.00			\$ 5,640.00		
7/27/2024	\$ 180.00	\$ 506.00		\$ 7,660.00	\$ 3,867.50			\$ 12,213.50		
7/28/2024	\$ 60.00	\$ 684.00		\$ 7,888.00	\$ 3,812.50			\$ 12,444.50		
7/29/2024	\$ 50.00	\$ 98.00		\$ 582.00	\$ 3,037.50			\$ 3,767.50		
7/30/2024	\$ 80.00	\$ 64.00		\$ 914.00	\$ 3,115.00			\$ 4,173.00		
7/31/2024	\$ 60.00	\$ 146.00		\$ 368.00	\$ 2,612.50			\$ 3,186.50		
Grand Total	\$ 2,870.00	\$ 7,449.00		\$ 93,758.00	\$ 99,962.50	\$ 50.00	\$ 204,089.50			

Exhibit 2



ALAN WILSON
ATTORNEY GENERAL

November 15, 2024

The Honorable Larry K. Grooms
Member
South Carolina Senate
P.O. Box 142
Columbia, South Carolina 29202

Dear Senator Grooms:

We received your letter requesting an opinion of this Office concerning enforcement of municipal parking ordinances by private entities. In your letter, you explain:

It has come to my attention that the governing body of a coastal municipality has contracted with a private entity to enforce the municipality's parking ordinance. The private entity patrols the municipality's streets looking for violators of the ordinance, writes tickets for the violators, and collects the fines. The municipality and the private entity then split the fines based upon a formula in their contract.

Specifically, you ask: "Is it the opinion of your office that a municipality contracting with a private entity to enforce the municipality's parking ordinance is a prohibited delegation of the municipality's police powers"?

Law/Analysis

As mentioned in prior opinions, a municipality's police powers are conferred to them by the Legislature primarily through section 5-7-30 of the South Carolina Code (Supp. 2023). Moreover, our courts and the Legislature recognize regulating parking falls under this authority. Owens v. Owens, 193 S.C. 260, 8 S.E.2d 339, 342 (1940) (recognizing a municipality's authority to regulate parking); S.C. Code Ann. § 56-5-710 (2018) (specifying local authorities have the power to regulate parking "with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power . . ."). For reasons explained below, because regulating parking involves the exercise of a municipality's police powers, we do not believe such authority can be delegated to a private entity.

As you mentioned in your letter, we considered whether a municipality's police powers may be delegated to a private entity in prior opinions issued by this Office. In a 1980 opinion, we considered whether a municipality had the authority to contract with a private security agency

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allowing it to make arrests on public streets and public property. Op. Att'y Gen., 1980 WL 121077 (S.C.A.G. Mar. 6, 1980). We determined:

Generally, the State's police power may be delegated by the legislature to a municipality, but the legislative reach of that authority must be strictly construed. McQuillan, Municipal Corporations, Vol. 6, § 24.39 at 557. Further, a municipality has no greater powers in passing an ordinance relative to the police power than those delegated to it by the legislature. Henderson v. City of Greenwood, 172 S.C. 16, 172 S.E. 689 . . . It has long been the law in this State that no municipality may by contract part with the authority delegated it by the State to exercise the police power, Sammons v. City of Beaufort, 225 S.C. 490, 83 S.E.2d 153. Here the State has delegated the power of law enforcement to its municipalities and the municipality may not part with that power by contract with a private security agency.

Id.

You also mentioned our 2010 opinion addressing a county's ability to delegate its authority to enforce a county tree removal ordinance to a homeowner's association. Op. Att'y Gen., 2010 WL 3505050 (S.C.A.G. Aug. 4, 2010). We acknowledged the county's ability to delegate zoning enforcement to code enforcement officers but found no authority allowing the county to further delegate zoning enforcement to a private entity. Id. We discussed powers that can and cannot be delegated, noting that ministerial duties can be delegated, but in the absence of constitutional or statutory authority, discretionary or quasi-judicial powers cannot be delegated. Because exercising police power is a discretionary function, we concluded "governmental entities are precluded from delegating their police powers to individuals or private entities." Id.

In our research, we also found a 2012 opinion similarly concluding a homeowner's association's private security force did not have law enforcement authority to enforce beach rules on public property. Ops. Att'y Gen., 2012 WL 5376055 (S.C.A.G. Oct. 19, 2012). In the opinion, we cited to the 2010 opinion referenced above as well as a 2008 opinion finding a special tax district did not have the ability to contract with a private company to provide law enforcement. Based on these opinions, we again found local governments cannot delegate their police powers to private entities absent constitutional or statutory authority. Id.

"This Office recognizes a long-standing rule that we will not overrule a prior opinion unless it is clearly erroneous or a change occurred in the applicable law." Op. Att'y Gen., 2009 WL 959641 (S.C.A.G. Mar. 4, 2009). As our prior opinions conclude, local governments are without the ability to delegate police powers without constitutional or statutory authority. Finding no constitutional or statutory authority allowing municipalities to delegate parking enforcement, which we find is an exercise of their police powers, we do not believe municipalities can delegate this authority to a private entity.

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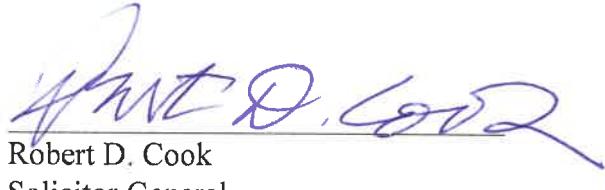
Conclusion

Parking enforcement involves the exercise of a municipality's police powers. Based on prior opinions of this Office, police power may not be delegated to private entities absent legislative or constitutional authority. Finding no such authority, we do not believe a municipality may delegate parking enforcement to a private entity.

Sincerely,


Cydney Milling
Assistant Attorney General

REVIEWED AND APPROVED BY:


Robert D. Cook
Solicitor General