



City Council

6:00 p.m., Tuesday, February 25, 2025
City Hall
Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

Public Comment:

All citizens who wish to speak during the meeting must email their first and last name, address, and topic to Nicole DeNeane at nicoled@iop.net no later than **3:00 p.m. the business day before the meeting**. Citizens may also provide public comment here: <https://www.iop.net/public-comment-form>

Agenda

1. **Call to Order** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
2. **Citizens' Comments** – Citizens must state their name and address. All comments will have a time limit of three (3) minutes.
3. **Approval of previous meetings' minutes**
 - a. City Council Meeting – January 28, 2025 (p3-7)
 - b. Special City Council Workshop – February 11, 2025 (p8-15)
 - c. Special City Council Meeting – February 13, 2025 (p16)
 - d. Committee Meetings (p17-39)
 - e. Citizens' Comments (p40-43)
4. **Old Business** - Consideration of parking lot layout for the Intracoastal Waterway side of the marina parking lot (p44)
5. **New Business**
 - a. Beach update/report of \$25,000 emergency sandbag purchase
 - b. Approval of Financial Analyst job description (p45-47)
 - c. Consideration of Thomas and Hutton proposal for \$25,000 to include permit modification, construction administration and surveying to create new drainage easements for upcoming flood mitigation work within the Wild Dunes golf course (p48-53)
6. **Boards and Commissions Report**
 - a. Board of Zoning Appeals – minutes attached (p54-57)
 - b. Planning Commission – minutes attached (p58-59)
 - c. Accommodations Tax Advisory Committee – no meeting in January
 - d. Environmental Advisory Committee – minutes attached (p60-75)
7. **Resolutions**
 - i. Resolution 2025-02 – a resolution to authorize Front Beach Fest (p76-81)



ii. Resolution 2025-03 – a resolution to sponsor Lowvelo (p82)

8. Executive Session – in accordance with SC Code Section 30-4-70(a)(2) to receive legal advice protected by the attorney client privilege regarding Smith vs. IOP (Case No. 2025-CP-10-00755), Ordinances 2025-01 and 2025-02, and PCI Contract revisions. Upon returning to open session, Council may take action upon matters discussed in Executive Session.

9. Ordinances and Contract

- a. Second Reading- Ordinance 2025-01 parking (p76-81)
- b. First Reading- Ordinance 2025-02 parking fees (p82)
- c. consideration of PCI agreement revision (p83-115)

10. Miscellaneous

11. Adjournment



City Council

6:00 p.m., Tuesday, January 28, 2025
City Hall Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

Present: Council members Bogosian, Streetman, Anderson, Ward, Hahn, Miars (via Zoom), Pierce, and Carroll, Mayor Pounds

Staff Present: Director Kerr, City Attorney McQuillin, various department heads

2. Citizens' Comments – none

3. Election of Mayor Pro Tem

MOTION: Council Member Streetman nominated Council Member Ward for Mayor Pro Tem. Council Member Hahn seconded the motion.

MOTION: Council Member Anderson nominated Council Member Bogosian for Mayor Pro Tem. Council Member Pierce seconded the motion.

There being no other nominations, a vote was taken for Council Member Ward as Mayor Pro Tem with Council members Streetman, Ward, Hahn, Carroll, and Mayor Pounds voting in the affirmative. Council Member Ward was elected Mayor Pro Tem.

4. Special Presentation- Discussion of beach conditions and consideration of funding additional protective measures- Steven Traynum

Mr. Traynum provided an update on beach conditions. He said the beach is in as good of a condition as it has been in the last year. Pools in the 5th block are close to the 20' critical line. He said tides higher than 6' are not expected through March. The most critical area is in Wild Dunes around Seagrove and Beachwood East. He believes additional sandbags in that area are needed. This area of sandbags will need rebuilding and restacking.

He said US Fish & Wildlife needs to issue their biological opinion for the shoal management project, and they are planning to do that that in March. Upon receipt of that, he expects the State will issue their permit, and work can begin in April.

Regarding the USACE Beneficial Use Project, Mr. Traynum said they are anticipating completing their work on Sullivan's Island at the end of February. The project should take approximately six months. Their work on IOP will happen during turtle nesting season, and they will adhere to all rules set for the protection of the endangered species.

He shared, "They are getting very close to signing the agreement to dredge the Breach Inlet channel, which would occur before they do the remainder of this spoil, beneficial use project.

So that is another 50-60,000 cubic yards of sand that they are going to be placing on the Isle of Palms for free and also opening up the navigation and the waterway. They will be able to do that a more rapid pace than what they are doing now.”

Mr. Traynum said there is a lot of exposed sand at low tide at the site of the shoal. Once the permits are in hand, they will decide where the sand from the shoal will be placed.

Council Member Pierce asked if there is a Plan B should the Beneficial Use Project not materialize as planned. Mr. Traynum said they are “working on the permit application for the next large scale renourishment that would include both ends of the island regardless of whether the Corps does this project or not.” Those permits are 9-12 months from being issued.

Mr. Traynum added that beach conditions have been more stable in the last 6 months than they have been in the last two years.

Discussion ensued about the placement and costs of and caveats with groins. Mr. Traynum said he would prepare some information on groins for City Council’s consideration.

MOTION: Council Member Hahn made a motion approving an amount up to \$50,000 for additional sandbags as needed. Council Member Anderson seconded the motion. The motion passed unanimously.

5. Approval of previous meetings’ minutes

- a. City Council Meeting – November 12, 2024
- b. Special City Council Meeting – December 10, 2024
- c. Special City Council Meeting – January 7, 2025
- d. Special City Council Workshop – January 14, 2025

MOTION: Council Member Ward made a motion to approve, and Council Member Anderson seconded the motion.

Council Member Streetman offered two spelling corrections in the November 12 and December 10, 2024 minutes.

VOTE: A vote on the minutes as amended was taken with all in favor.

6. Old Business - none

7. New Business

- a. **Consideration of awarding a contract to Munnerlyn Pyrotechnics for July 4th, 2025 fireworks for \$40,000 RFB2024-11 [FY25 Budget, SC ATAX - \$45,000]**

MOTION: Council Member Pierce made a motion to approve, and Council Member Streetman seconded the motion. The motion passed unanimously.

- b. **Discussion of next steps for Beach Preservation Ad Hoc Committee recommendations**

Director Kerr provided a detailed explanation of the revised recommendations grid now showing those recommendations that are currently happening or are being worked on, those

that could be part of the scope of a second opinion, and the recommendations that will be long-term actions.

He said he has spoken with eight firms who could provide a second opinion. Prices for such work ranged from \$20-50,000. He suggested issuing an RFQ, then culling down the responses to two options, then asking for proposals for City Council's consideration. He believes this could be done by the February Workshop. Council Member Pierce suggested that members of the Beach Preservation Ad Hoc Committee could review the responses to the RFQ.

Mayor Pounds and Council Member Pierce said a broader discussion with Council is needed on many of the recommendations.

c. Consideration of allocating \$30,000 to hire a coastal consultant for second opinion-proposal forthcoming

MOTION: Council Member Pierce made a motion to approved \$30,000 to hire a coastal consultant for a second opinion pending an update with a proposal. Council Member Anderson seconded the motion. The motion passed unanimously.

d. Consider Administration Committee recommendation to appoint Rod Turnage to the ATAX Committee

MOTION: Council Member Pierce made a motion to approve, and Council Member Bogosian seconded the motion. The motion passed unanimously.

e. Consideration of entering into an agreement with Heritage Links for an amount of \$600,000 to incorporate flood protection work into the upcoming golf course renovation [FY25 Budget, Capital Projects \$930,000]

Director Kerr gave a detailed explanation of the costs for this project. He said, "What is being requested is authorization to enter into an agreement for tat work which is in our packet at \$521,000. However, that amount does not include the tide valves that we will need to buy. We get better pricing on those. It will also not include any construction administration from Thomas & Hutton, which we would like to include. So we estimate this portion of the project to be \$600,000."

Director Kerr pointed out that the costs of materials has come down "significantly" and that "pricing in general appears to be trending down," hence the lower costs than originally anticipated.

Council Member Pierce asked for a clean copy of this price schedule for the workshop.

MOTION: Council Member Anderson made a motion to approve, and Council Member Hahn seconded the motion. The motion passed unanimously.

f. Consideration of awarding a contract to Drexel Hill Services for painting the exterior of the Recreation Center for \$56,132 [FY25 Budget, Capital Projects \$50,000]

MOTION: Council Member Anderson made a motion to approve, and Council Member Pierce seconded the motion.

Director Kerr said the lowest bid includes a second coat of paint due to concerns about the paint adhering to the building. Several Council members spoke in favor of Drexel-Hill's services.

VOTE: The motion passed unanimously.

8. Boards and Commissions Report

- a. Board of Zoning Appeals – minutes attached
- b. Planning Commission – minutes attached
- c. Accommodations Tax Advisory Committee – no meeting in January
- d. Environmental Advisory Committee – minutes attached

9. Ordinances, Resolutions and Petitions

- a. **Second Reading** – none
- b. **First Reading-** Ordinance 2025-01 Parking

MOTION: Council Member Ward made a motion to reorder the agenda so that the First Reading of Ordinance 2025-01 occurs after Executive Session. Council Member Bogosian seconded the motion. The motion passed unanimously.

c. Resolutions

- i. **Resolution 2025-01 – a resolution to adopt parking fees**

MOTION: Council Member Pierce made a motion to approve and waive the reading. Council Member Anderson seconded the motion.

Director Kerr said these fees will go into effect in March. Council Member Anderson said the Public Safety Committee needs to discuss the fees for an annual pass.

Council Member Ward said residents have expressed concern there will be a parking fee increase every year. Mayor Pounds said these fees now match those charged by the County.

VOTE: The motion passed unanimously.

- ii. **Resolution 2025-02 – a resolution to create Beach Preservation Committee**

Mayor Pounds said the Administration Committee will work further on the framework for this new committee.

MOTION: Council Member Bogosian made a motion to approve and waive the reading. Council Member Anderson seconded the motion. The motion passed unanimously.

- 10. Executive Session** – to receive legal advice about parking ordinances, receive updates on all pending cases, and discuss employment matters- specifically the appointment and compensation of the City Administrator. Upon returning to open session, Council may take action upon matters discussed in Executive Session.

MOTION: Council Member Ward made a motion to go into Executive Session to receive legal advice about parking ordinances, receive updates on all pending cases, and discuss employment matters- specifically the appointment and compensation of the City Administrator. Council Member Anderson seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 7:29pm.

City Council returned from Executive Session at 8:44pm. Mayor Pounds said no decisions were made.

MOTION: Council Member Pierce made a motion to approve Ordinance 2025-01, and Council Member Hahn seconded the motion. The motion passed unanimously.

MOTION: Council Member Hahn made a motion authorizing the Mayor “to accept the settlement agreement and approve the fee arrangement with AirBNB within the short-term rental litigation.” Council Member Ward seconded the motion. The motion passed unanimously.

11. Miscellaneous

12. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Hahn seconded the motion. The meeting was adjourned at 8:45pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



SPECIAL CITY COUNCIL MEETING -- WORKSHOP
5:00pm, Tuesday, February 11, 2025
City Hall Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. **Call to Order**

Present: Council members Bogosian, Streetman, Anderson (via Zoom), Ward, Hahn, Miars, Pierce, and Carroll, Mayor Pounds

Staff Present: Director Kerr, various department heads

2. **Citizens' Comments**

Mr. Josh Hooser's comments are attached to these minutes.

MOTION: Council Member Ward made a motion reorder the agenda to allow Lowvelo to speak before the Community Enrichment Task Force Presentation and to move the discussion of next steps for the Task Force Recommendations after the presentation. Council Member Streetman seconded the motion. The motion passed unanimously.

3. **Special Presentations**

A. **Lowvelo request for City Sponsorship**

Mr. Chris Winn of Lowvelo said they are seeking City sponsorship for the 7th Lowvelo ride on Saturday, November 1. He said their requests are nearly the same as last year. He has spoken with both Chief Cornett and Chief Oliverius about the event.

B. **Community Enrichment Task Force Presentation**

Mrs. Paige Grimball gave an overview of the work done by the Community Enrichment Task Force. Mr. David McNair of the McNair Group said the work of the Community Enrichment Task Force was built to align with the City's Strategic Plan and recommendations are divided into four groups: Environmental, Public Safety, Quality of Life, and Seasonal Impacts: Traffic and Parking.

Mr. McNair showed a nearly complete version of the plan built within the City's updated website. He reviewed its navigation with the Council. A link will be sent to Council members for their review. The entire site will be available to the public at the end of the month. Mr. McNair asked City Council to have the committees working on these recommendations to review the

background information collected by the Task Force. He said the Task Force would like to reconvene in six months to review the status of the recommendations.

Council Member Bogosian said Council needs time to review the plan before any meaningful discussion can be had. Council Member Pierce asked if this plan maps to the Strategic and Comprehensive plans. He wants to ensure there is prioritization and no redundancy.

Director Kerr said City Council will receive the Sea Level Rise Adaptation Plan in March and the Comprehensive Plan in April. He anticipates a lot of overlap between all the plans.

Mr. Ben Marks said if the Community Enrichment Task Force “hit the mark,” then their recommendations will fit into work already being done by City Council. He said the members of the Task Force are happy to provide context, answers, and background on any of the recommendations.

Discussion of next steps for the Community Enrichment Task Force recommendations

Director Kerr said the next step for the recommendations is to assign each recommendation to one of the standing committees, boards, or commissions. Those recommendations will be given to City Council for approval.

4. Dashboard of City Operations and Short-Term Rental Report

Director Kerr said there are three vacancies in the Police Department and two in the Fire Department.

Short-term rental applications remain flat.

5. Departmental Reports

6. Financial Review

A. Financial Statements and project worksheets

Director Hamilton said revenues are coming in at the same pace as last year and the City should be able to meet its financial goals. Revenues are at 38% and expenses are at 54% of budget. She needs more data before she can begin forecasting.

The City has \$47 million in cash and has earned \$1.2 million in interest in FY25.

Municipal ATAX funds are up 7% and Hospitality Funds are up 4% over this time last year. Local Option Sales Tax is down 1% from this time in FY24.

B. Review of FY26 Budget Timeline

Director Hamilton said all committees have reviewed the 10-year Capital Plan. She reviewed the changes made to the Capital Plans by each Committee.

A budget workshop will be held on Wednesday, March 12 at noon.

C. Discussion of FY26 Budget priorities and assumptions and Review of FY26 10-year Capital Plan

Director Hamilton reviewed the budget assumptions for FY25. The Capital requests for FY26 show a \$3 million increase over last year. Bigger requests include flooding mitigation, City Hall upfitting, and vehicles requests from the Police and Fire Departments.

Other assumptions include 95% of tourism revenues for the most recent 12 months, 90% of building permits and licenses, and personnel costs to include 2-2.5% COLA and 3% merit increases. She reminded Council of the previous commitment to engage in a Wage & Compensation Study. Staff suggested that a 2.5% COLA be instituted instead of the Wage & Compensation Study since the City seemed aligned with other municipalities after the last study was done.

Council Member Pierce would like to know what the State and other municipalities are doing for COLA and merit increases.

Director Hamilton said other assumptions include new personnel positions, an increase in the vacation buyout, and a 2-3% general increase in expenses. Director Kerr said they need direction from City Council on what needs to be done with City Hall.

Director Hamilton said, "If we assume the same revenues at 28.5 [million], which we don't know if they will increase or not, but just big picture, if we assume the same revenues at 28.5 [million] with the current expenses at 26.6 [million], if we increase expenses across the board at 5%, stand at 5%, we will be at \$27.9 million. The difference of this \$3 million Capital increase puts us at \$3.9 million. So big picture, shortfall at \$2.3 million."

She added that no additional fee increases have been assumed and Council direction is needed on that matter. Mayor Pounds said a list of revenue creating ideas will be coming from the Beach Preservation Ad Hoc Committee.

Discussion ensued as to verifying all business licenses for income. Director Kerr said that volume of work would require more personnel. Director Hamilton noted that Charleston County only does spot checks on business licenses. Director Kerr said he would look into implementing such a practice.

7. Procurement

A. Report of budgeted expenditures from \$10,000-\$25,000 in accordance with Procurement Code: VC3 - \$12,278 emergency replacement of network APC battery

8. Capital Projects Update

Director Kerr said Wild Dunes is about to begin their work on the golf course. The City has been working with them on the solidifying the details of how the reimbursement is going to work. He said there is going to be a contract between Wild Dunes and the contractor. The City is going to repay Wild Dunes as the billing comes in. They are also working through the golf course easements for the long-term maintenance the improvements. He said, "If a storm comes through

that does damage on their golf course, that would be incumbent on us to fix the portions of it that are flood control-related.” Agreements and easements will be presented to City Council at a later date.

Permits for the Phase 4 drainage project at 38th and 41st avenues are expected soon, and construction is anticipated in the fall of 2025.

The Sea Level Rise Adaptation Plan will be presented to City Council at their March workshop.

Plans for the public dock and greenspace are still being worked on. The latest plan for the parking lot will be on the Council agenda at the end of the month.

Applications for the Marina dredging project are out for public comment.

There was a pre-construction meeting with the contractor selected to work on the IOP County Park Emergency Vehicle Access path to iron out some details. Work is anticipated by the end of next week.

Beach access paths at 26a and 36a are “substantially complete.”

Regarding beach restoration, Director Kerr said Beachwood East is “still just continuing to take a hit. There is a break in the shoals that is kind of funneling the water right in on them.” Fifty of the 100 bags approved by Council last month have been installed. The remaining 50 were ordered to be installed today. He said there is a possibility more sandbags will be requested at the Council meeting at the end of the month.

Director Kerr said City Council needs to “close the loop” with the architects and Trident Construction Group engaged by the City to prepare options for City Hall. He hopes to find a time in April or May to bring them back before Council.

The Public Services & Facilities Committee met with Dominion Energy this morning about potential options for undergrounding power lines.

The County has told the City they will be going out for bid soon on the 21st Avenue sidewalk extension project. They are keeping May 31 as the target completion date.

9. Strategic Plan Policy Initiatives and Priorities

A. Livability

i. Discussion of changes to PCI Contract

Director Kerr said City Council should expect a revised contract with PCI at their February 25 meeting along with Second Reading of Ordinance 2025-01. He said the change to the PCI contract did not yield any financial impact to the City.

Council Member Anderson would like to see the financial impact PCI’s services had on City parking income.

ii. **Discussion of Front Beach Fest Resolution**

This resolution will be voted on at the February 25 meeting.

B. **Environmental**

C. **Public Services**

D. **Personnel**

i. **Update on search for City Administrator**

Mayor Pounds said City Council will interview the candidates at a special meeting on February 13 following meetings of candidates and City department heads.

Discussion ensued about the structure of the interviews.

ii. **Discussion of description, pay grade, and requirements for future financial position**

Director Kerr said the description and pay grade of this position has changed per the discussions of the Administration Committee. There were also some changes in the opening paragraph after legal counsel's review. The staff is ready to begin advertising for the position.

E. **Other items for discussion**

i. **Discussion of engaging a federal lobbyist**

Mayor Pounds said the Administration Committee narrowed down the three applicants for a federal lobbyist to two. Both will give presentations to the Administration Committee on March 4 and their recommendation will be brought to the Council at the March workshop.

ii. **Discussion of Beach Preservation Committee guidelines**

Mayor Pounds said the current Beach Preservation Ad Hoc Committee and Administration Committee reviewed the guidelines for the Beach Preservation Committee. It was decided that the Ad Hoc Committee will finalize the scope of the second opinion, review the RFQs and make a recommendation to Council prior to a new committee being selected. The Ad Hoc Committee will also work through the second opinion deliverable.

10. **Legislative Report**

Mayor Pounds said he would make sure Council members are receiving the newsletter sent out by their State lobbyist. He said the liquor liability bill in the House and Senate seeks to lessen the burden on businesses in light of insurance companies dropping bars from their client list.

11. **Adjournment**

The next City Council Workshop will be held on Tuesday, March 11, 2025 at 5pm. A Budget Workshop will be held on Wednesday, March 12, 2025 at 12pm.

Council Member Ward made a motion to adjourn the meeting, and Council Member Hahn seconded the motion. The meeting was adjourned at 6:52pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Comments of Josh Hooser:

Dear City Councilmembers and Interim City Administrator Kerr,

I appreciate your attention to the important matter that I discussed during citizen's comments at your workshop meeting last night. I am following up to make sure you have the source of my information, so attached is a transcript from Representative Nancy Mace's speech on Monday night where she detailed the abuse that may have occurred in our community. **On page 18 of 20, Representative Mace states: "Some of the properties where these crimes took place are listed on certain short-term rental sites like AirBnB, VRBO and others and managed by local property management companies for short term rentals. I bring this up because there may have been hidden cameras at these properties when short term renters were renting them."**

I take this issue very seriously, and I hope you will join me in proactively working to change our city laws to protect the most vulnerable members of our community. I have posted my full remarks below, which includes a call to action and a suggestion on codifying into law that guests need to be notified if cameras are located on rental properties:

Good evening - and thank you for the opportunity to speak to you tonight on an extremely important topic. Last night on the floor of the United States House of Representatives, our Congresswoman Nancy Mace gave an hour-long speech that mentioned Isle of Palms several times. Unfortunately, it was not in a good context.

Representative Mace alleged she was sexually assaulted while incapacitated in a home on Isle of Palms and only found out because she accidentally came across a video recording of it. She then found photos of what appeared to be a teenager undressed in the kind of underwear a child would wear. She said the child looked nervous.

She then discovered a hidden camera in a rental property on Isle of Palms, which allegedly contained 10,633 videos from just the one camera. Congresswoman Nancy Mace encouraged women who may have visited the rental properties on Isle of Palms to call or text a hotline at 843-212-7048.

We do not know how many victims there are, but Representative Mace stated some of the properties where these crimes allegedly took place are listed on short-term rental sites like AirBNB, VRBO, and others managed by local property management companies for short-term rentals. So, last night from the floor of the US House of Representatives, our Congressperson announced that there may be hidden cameras in short-term rental properties on Isle of Palms.

The matter has been under investigation by the South Carolina Law Enforcement Division ("SLED") since December 2023, however, Representative Mace indicated that appropriate action has not been taken by the state government.

I immediately contacted Isle of Palms Police Chief Kevin Cornett, and I was happy to learn that Chief Cornett pledged to offer the support of the Isle of Palms Police Department to assist SLED

in its investigation. Thank you, Chief Cornett, for always being there to protect the vulnerable members of our community. Real men protect women and children.

As policy makers, the Isle of Palms City Council has the duty to pass laws to keep our community safe. According to Representative Mace, the laws in the state and local jurisdictions are inadequate to keep the most vulnerable members of our community safe from sexual predators.

We have a vibrant short-term rental industry, and we have an opportunity to lead the way here. I encourage you to explore options with each other, the city attorney, and the city staff to ensure that Isle of Palms is responsive to these shocking allegations from Congresswoman Nancy Mace.

We must do everything we can to ensure short-term rental companies inform guests if any cameras are present in homes where men, women, and children are in various states of undress going to and from the beach and the pool.

I applaud Congresswoman Mace for being brave enough to come forward. The ball is now in our court to take action. Let's get to work!



Special City Council Committee Meeting
10:00am, Thursday, February 13, 2025
City Hall
Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

Present: Council members Streetman, Pierce, Anderson, Ward, Bogosian, Miars, Hahn, Carroll, and Mayor Pounds

Also present: HR Officer Ladd, Christin Mack of Finding Good People

2. Executive Session -- in accordance with Section 30-40-70 (1) to interview candidates for the City Administrator position. The Committee may take action upon exiting Executive Session.

MOTION: Mayor Pounds made a motion to enter into Executive Session in accordance with Section 30-40-70 (1) to interview candidates for the City Administrator position. Council Member Ward seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 10:01am.

City Council returned from Executive Session at 2:28pm. Mayor Pounds said no decisions were made.

Council Member Miars said, "I have a comment to make. I'd like it to be known that I am still here in this meeting, but that I left my seat because I felt threatened by obscene gestures and obscene language and people screaming at me. So I moved from my seat, but I am still present in this meeting."

3. Adjournment

Council Member Ward made a motion to adjourn the meeting, and Council Member Hahn seconded the motion. The meeting was adjourned at 2:29pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



**Administration Committee Meeting
Tuesday, February 4, 2025, 1:00pm
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Mayor Pounds, Council members Bogosian and Ward

Staff Present: Director Kerr, HR Officer Ladd, Director Hamilton

Others: Chris Jordan, General Manager, IOP Water & Sewer Commission, Linda Tucker

2. Citizen's Comments -- none

3. Approval of Previous Meeting's Minutes

MOTION: Council Member Bogosian made a motion to the minutes of the January 10, 23, and 24, 2025 meetings. Mayor Pounds seconded the motion. The motion passed unanimously.

4. Old Business

Discussion and consideration of job description for Financial Analyst

Director Hamilton said the job description had been changed based on City Council feedback to a position requiring both bookkeeping and financial analysis skills. In describing the changes made, Director Hamilton said this person could work with the financial modeling module created by David Cheatwood. She suggested ways in which the City could capitalize on the work this position could provide but believes the salary might be too low.

Council Member Bogosian asked about the physical demands of the position as listed in the job description. HR Officer Ladd said the language in the job description has been vetted through Evergreen's legal team and the City's legal team and is standard across the industry. HR Officer Ladd will revisit this section of the job description to verify.

Discussion ensued as to whether or not the job candidates should be a CPA or a CPA Candidate. Council Member Bogosian agrees that the salary will likely not meet the demands of the market. He suggested removing the CPA/CPA Candidate requirement and increasing the salary to the G8 range.

MOTION: Council Member Bogosian made a motion to approve the job description as amended. Mayor Pounds seconded the motion. The motion passed unanimously.

5. New Business

Discussion about Beach Preservation Committee

Director Kerr said the timeline and guidelines for the creation of this committee mirror the one used to create the Environmental Advisory Committee. Mayor Pounds suggested staggered 3-year terms. Council Member Bogosian said the members should be recommended by the Administration Committee and approved by City Council.

Discussion ensued as to the makeup of the group and whether or not the majority of members should be oceanfront property owners. It was decided that a preference for three oceanfront property owners from three different areas of the island would be included in the description of the committee makeup. Director Kerr said that being too prescriptive could make positions hard to fill.

7. Executive Session

MOTION: Council Member Ward made a motion to go into Executive Session in accordance with Section 30-40-70 (1) discussion of proposals from Federal lobbyist firms and to interview a candidate for City Administrator position. Council Member Bogosian seconded the motion. The motion passed unanimously.

The Committee moved into Executive Session at 1:30pm.

The Committee returned from Executive Session at 2:45pm.

Mayor Pounds said no decisions were made.

Final interviews for the City Administrator position will be held in a Special City Council meeting on February 13, 2025 at 10:00am.

The next meeting of the Administration Committee will be Wednesday, March 5, 2025 at 10:00am

7. Miscellaneous Business

8. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Bogosian seconded the motion. The meeting was adjourned at 2:45pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Public Safety Committee Meeting
9:00am, Tuesday, February 4, 2025
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to Order

Present: Council members Streetman, Anderson, Bogosian

Staff Present: Director Kerr, Director Hamilton, Chief Cornett, Deputy Chief Tuohy

2. Election of Chair and Vice Chair

Council Member Anderson nominated Council Member Bogosian as Chair of the Public Safety Committee. Council Member Bogosian seconded the motion. Council Member Streetman nominated Council Member Anderson as Chair of the Public Safety Committee. There being no second, the motion failed.

VOTE: A vote was taken as follows for Council Member Bogosian as Chair of the Public Safety Committee:

Ayes: Bogosian, Anderson

Nays: Streetman

Council Member Bogosian will act as Chair of the Public Safety Committee.

Council Member Bogosian nominated Council Member Anderson as Vice Chair of the Public Safety Committee. There being no second, the motion failed. Council Member Anderson nominated Council Member Streetman as Vice Chair of the Public Safety Committee. Council Member Anderson seconded the motion.

VOTE: A vote was taken on Council Member Streetman as Vice Chair for the Public Safety Committee, and the motion passed unanimously.

3. Citizen's Comments

Chris Hagy, 20th Avenue, shared some issues he has experienced with the rental houses surrounding his home. He would like the Committee to consider changing the rollover date for complaints to a rolling year and not January 1 of each year. He would like a clearer definition of the number of cars permitted for one property; he feels the law is not clear. He would also like them to consider making cars parked in an easement a parking violation.

A further discussion of these code enforcement suggestions will be added to the March agenda.

4. **Approval of Previous Meeting Minutes – September 10, 2024**

MOTION: Council Member Anderson made a motion to approve the minutes of the September 10, 2024 meeting. Council Member Bogosian seconded the motion. The motion passed unanimously.

4. **Old Business**

Update on Coyote Management

Chief Cornett said his department intends to be more communicative of their coyote management efforts this season. They have already been posting on their social media channels and contacting local media. There have been two sightings so far.

He shared they have added money for trapping to their proposed FY26 budget. He also acknowledged that the Coyote Management Plan on the City's website needs to be updated.

5. **New Business**

A. **Discussion of Ordinance 2025-01 to amend parking regulations**

Director Kerr said these suggested changes will establish a path by which code enforcement can be delegated to a third party for enforcing parking regulations.

Director Kerr said changes to the City's contract with PCI are needed to clarify they do not receive any parking ticket-related income. Council Member Bogosian said he would like clarification from the City's Attorney about the need for those changes.

Chief Cornett said he will implement a training program for those PCI staff writing parking tickets similar to the training received by the BSOs but specifically targeting parking regulations. The management/chain of command details still need to be worked out with PCI.

Council Member Streetman asked about the 4' parking line, and Chief Cornett said he and his staff are continually looking for ways to make a permanently visible parking line to create a safe parking environment.

Committee members were supportive of the changes to 2025-01 but still have questions. Council Member Bogosian would like to know what is legally making the City change the structure of their agreement with PCI. Council Member Anderson would like clarification on the sworn status of PCI staff and their chain of command. She would also like clarity on who is legally allowed to collect fees on behalf of the City. Director Kerr pointed out that changing the fee structure of the PCI contract did not significantly change the monies coming to the City or PCI.

Director Kerr said he would seek clarity from the City Attorney and have that prior to Second Reading at the end of the month.

B. Discussion of adding a second canine to the Police Department

Chief Cornett said that Sandy's handler resigned and that handler's supervisor now has possession of the dog. He said her training and tracking have improved.

He also said he had intended to ask for consideration for a second canine, but then the handler resigned. So until he has that position filled, there is no need for a second canine.

C. Discussion of crosswalk at 42nd Avenue and Palm Boulevard

Council Member Streetman said residents in that area reached out to him about their concerns for people crossing the street in that area, believing the crossing areas to not be well marked.

Director Kerr said a crosswalk could not be added at 42nd Avenue, but he will reach out to SCDOT about the costs and process for improving the crosswalks 43rd and 46th avenues.

D. Discussion of changing arrangement with County Park from shared Deputy to shared BSO

Chief Cornett shared with the Committee his idea to change the staff working traffic control outside the County Park in the summer from a County Deputy Sheriff to a City BSO. With the addition of 1-2 BSO positions, he knows he will always have staff available to manage that area. It is often difficult to secure a deputy. He has spoken to the County and they are in favor of the change and will continue to share in the cost. Should the change be approved, the City's share will drop from \$18,000/year to \$5,000/year. The City will continue to use an off-duty deputy to help with calls.

MOTION: Council Member Bogosian made a motion to recommend to City the change of a shared BSO for traffic control as laid out by Chief Cornett. Council Member Streetman seconded the motion. The motion passed unanimously.

E. Discussion of adding a high-water vehicle to the Fire Department

Deputy Chief Tuohy stated that such a vehicle would be beneficial during times of significant flooding since it is detrimental to the fire trucks to drive in water deeper than 12"-18". They have created and trained a high-water rescue team within the department. He said the truck could be used to assist with other City functions, such as moving equipment.

He said the cost of an upfitted new vehicle would be \$352,000. Upfitting and repairing a surplus vehicle would cost almost as much and there may be safety issues with an older vehicle.

The request for the vehicle will be added to the FY26 budget.

F. Review of 10-year Capital Plans for Police and Fire Departments

Chief Cornett reviewed the requests for FY26 in the 10-year Capital Plan. Director Hamilton said some changes may be necessary depending on the outcome of contract changes with PCI. Council Member Bogosian noted the significant increase in the building maintenance line item. Director Kerr believes that increase was intentional because there had been no planned

maintenance for the previous five years due to the renovations on the Public Safety Building in 2019.

Deputy Chief Tuohy said the Fire Department's requests are the same as last year but now include the high-water vehicle. He said the City did not receive a grant for the fire suppression boat that was in the FY25 Capital Plan. They will reapply this year. He also believes the cost of the boat could come down. Council Member Bogosian would like the department to also look at grants for the high-water vehicle. Rather than make both large purchases in the same fiscal year, Deputy Chief Tuohy said the purchases could be staggered if the grant is approved. He would still like to purchase the supporting high-water equipment in FY26 even if the vehicle is not purchased until a later year.

Director Kerr suggested keeping both the boat and the high-water vehicle in the budget. Since both costs are approximately the same, City Council can authorize whichever purchase is more advantageous to the City at that time.

6. Miscellaneous Business

The next meeting of the Public Safety Committee will be Tuesday, March 4, 2025 at 11:00am.

Council Member Streetman said he was approached by a resident about a second ADA wheelchair at Fire Station 2. Deputy Chief Tuohy said Chief Oliverius will follow up with more information at the March meeting.

Council Member Anderson had questions about last season's parking outcomes. Director Kerr asked her to email her questions to him.

7. Adjournment

Council Member Streetman made a motion to adjourn, and Council Member Anderson seconded the motion. The meeting was adjourned at 12:36pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Public Services & Facilities Committee Meeting
9:00am, Tuesday, February 11, 2025
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to Order

Present: Council members Pierce, Miars, and Hahn

Staff Present: Director Kerr, Director Pitts, Asst. Director Asero, Director Ferrell, Chief Cornett, Director Hamilton

2. Election of Chair and Vice Chair

Council Member Pierce nominated Council Member Miars for Chair of the Public Services & Facilities Committee. Council Member Hahn seconded the motion. There being no other nominations, a vote was taken with all in favor of Council Member Miars as Chair of the Public Services & Facilities Committee.

Council Member Hahn nominated Council Member Pierce as Vice Chair of the Public Services & Facilities Committee. Council Member Miars seconded the motion. There being no other nominations, a vote was taken with all in favor of Council Member Pierce as Vice Chair of the Public Services & Facilities Committee.

3. Citizen's Comments -- none

4. Approval of Previous Meeting's Minutes – November 6, 2024

MOTION: Council Member Pierce made a motion to approve the minutes of the November 6, 2024 meeting. Council Member Hahn seconded the motion. The motion passed unanimously.

5. Presentation – Susan Hill Smith, interpretive sign proposal

Ms. Smith's presentation is attached to these minutes. She said this could be an ATAX-funded purchase. She wants the signs to be a "value add" and not a distraction from the site. Council Member Pierce suggested asking the IOP Chamber of Commerce if they would be interested in sponsoring any part of the project.

Director Kerr said Ms. Smith will work with Laura Lovins and the Environmental Advisory Committee on the placement, design, and content of the signs and then come back to the Public Services & Facilities Committee with a timeline and costs.

6. **Old Business -- none**

7. **New Business**

A. **Discussion with Dominion Energy regarding the use of the NSSF Fund for an undergrounding master plan**

Zach Swalhah and Elizabeth Jablonski from Dominion Energy spoke with the Committee about the possibility of using the City's NSSF fund to prepare a undergrounding master plan. Mr. Swalhah said that Dominion Energy can help the City identify infrastructure hot spots where undergrounding projects would be most useful.

Council Member Hahn suggested the City could take out a bond to pay for all of the power lines to be undergrounded and then use the money accrued in the NSSF to pay the bond each year. Mr. Swalhah said he would discuss that suggestion with his superiors. Director Kerr said the bond issuing agencies may be concerned about the availability of funds in the future to pay back the funds. He will speak with the bond attorney about the viability of the idea.

When asked about areas of the island not conducive to undergrounding, Mr. Swalhah said he does not think there are areas like that. He added that their issues often lie with getting easements from customers to place transformers and switchboxes in their yards.

Council Member Hahn asked Mr. Swalhah to generate a list of the areas across the island most prone to interruption during a storm.

B. **Discussion of parking reconfiguration layout option for the Intracoastal side of the marina parking lot**

Council Member Miars referenced the layout in the meeting packet and spoke about the advantages of this plan for both the City and the restaurant. She also clarified how deliveries would make their way through the lot.

MOTION: Council Member Miars made a motion to recommend this parking lot configuration to City Council. Council Member Pierce seconded the motion. The motion passed unanimously.

C. **Discussion of authorized uses of the public dock**

Chief Cornett said that if there are "no" signs posted (those signs telling people what they are not permitted to do), then he can charge for Misuse of Public Property if something were to happen outside of the permitted activities. He said that the previous gate limiting access to the dock worked but had limitations. He suggested starting with signage to include a number for people to report misuse.

Council Member Pierce said bolder signage is needed to indicate mooring will not be permitted. Asst. Director Asero suggested that metal "No Mooring" sign could be affixed to the edge of the floating dock.

Discussion ensued about Goat Island residents using the dock for the transport of large items such as HVAC units. Director Kerr said the City has spoken with Goat Island about that but believes the communication needs to be stronger. Council Member Pierce said the issue of working with Goat Island on the disposal of larger items from their homes needs to be a future agenda discussion items with City Council.

D. Review of 10-year capital plan for Public Works Department, Recreation Department, Drainage, Front Beach, Beach, and Marina

Director Kerr pointed out that the increase in the maintenance line item in General Government is for work that needs to be done on City Hall. Director Hamilton said staff needs direction from City Council on the purchase of the front and rear loaders as well as the work needing to be done on City Hall. Council Member Pierce asked that items not be put in the budget twice; a note should be added where necessary.

The Committee reviewed the requests in the 10-year Capital Plan for Public Works, Recreation, Drainage, Front Beach, Beach, and Marina. Discussion ensued as to which projects, such as the shelter improvements, could be pushed out another year.

Director Kerr and Director Hamilton will continue to refine the numbers for the Waterway Boulevard project – what portion is the City paying, how much the State is paying, and how much is being paid via grants.

Council Member Pierce would like verification on the amounts needed for upcoming beach management projects. He also said he is not comfortable leaving money for City Hall renovations in the budget since no official decision has been made yet. He suggested moving it to FY27. Council Member Miars would like to see how City Hall renovations will affect the budget.

8. Miscellaneous Business

The next regular meeting of the Public Services & Facilities Committee will be Tuesday, March 4, 2025 at 9am.

9. Adjournment

Council Member Pierce made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 11:21am.

Respectfully submitted,
Nicole DeNeane
City Clerk

Initial proposal for Public Dock Interpretive Displays & Signs - Feb. 25

Submitted by Susan Hill Smith, 843-270-9947, susanhillsmith@gmail.com

Goals

By placing interpretive (educational) signs at the Isle of Palms Public Dock and adjacent salt marsh walkway our community can:

- Celebrate/share the area's natural resources, geography and history with residents and visitors.
- Highlight the location's role in the larger Intracoastal Waterway.
Educate about wildlife, the salt marsh ecosystem and related marine environments.
Encourage conservation, including practices that limit impact of visitor traffic.
Provide a greater sense of place and connection to nature that enhances quality of life.

Action Plan

- I will donate my professional skills as a writer, editor and content creator.
- Laura Lovins, chair of the Environmental Advisory Committee, wants to collaborate. She is a South Carolina master naturalist and has a marketing/comms background.
- The EAC & staff could review our work along the way, with check-ins with Public Services & Facilities Committee and final review by City Council.
- I may want to draw on the expertise of local organizations - Barrier Island Ecotours, SC Aquarium, maybe Coastal Expeditions and/or DNR - in developing and verifying scientific content.
 - Could we explore sponsorships with them - and possibly Islander 71 & IOP Marina - that involve displaying their logos in exchange for their support and/or donations?
- We will probably need funds to cover design, photos and/or illustrations.
 - We might be able to involve local artists/ photographers.
 - There are art catalogs of birds, fish, animals etc. that we might draw from easily.
 - Some national companies specialize in interpretive signs.
- Construction and installation of 2x3-foot signs for the Town of Mount Pleasant came to \$1800 & \$2600 in two examples shared with me by Senior Planner Kate Miller, who has overseen the creation of several interpretive sign projects.
 - If we attach most of the signs to railings (rather than posted in the ground), the average cost per sign may be less. Some or most of the signs probably won't be that big.
 - However, we need to make sure the signs can withstand the elements of that location.
- Very early, rough estimate for costs for 8-9 signs of varying sizes, including graphic elements/design and construction - \$20,000-\$22,000 - which could be covered by ATAX and/or Marina designated funds.
 - Would we need to present to the ATAX Committee for approval? Desiree said there's a specific ATAX fund in the budget geared to this kind of activity (used to support Mary Alice's project) and that the City could submit the application for it.
 - Would we need to wait until FY 2026 to receive funds?

Timeline

- We can develop the written content over the next 2-4 months.
- It would help to at least have funds for graphic design/content available in FY25. If complete funding is available in FY25, we might be able to finish during summer. Otherwise we might not be able to finish until fall.

Sign Placement

- I looked at the site with IOP resident and landscape architect Kelly Messier, who has previously submitted a landscaping design for greenspace there.
- Kelly suggested placing a double-sided, free-standing sign (maybe 6 feet wide) between the two bench swings & thought it could be pulled off without detracting from the natural space or views, which is a goal we discussed. However, and talking about this with Desiree and Douglas realize that it might be best to keep that large open space for gatherings and activities.
- Otherwise, in walking the site, we both felt it provided plenty of room & opportunities to place multiple signs.

Draft of Content Framework

- **Cornerstone Signs** (2 signs) - place prominently around the entrance and/or around the swings on the dock
 - **Map-driven geographical display**
 - Text shares the geography, natural history of the location & touches on development of IOP Marina.
 - Primary map should focus on Marina and include IOP, Goat Island, Gray Bay, Morgan Creek, and salt marsh islands.
 - Capers Island & Copahee Sound could possibly be folded in
 - Secondary map should zoom out with related text that highlights larger Intracoastal Waterway.
 - Info on protecting our natural resources - no littering etc.
 - **Overview of salt marsh**
 - Text, photos and/or diagrams explain ecosystem - highlights grass, pluff mud, fiddler crabs, algae, plankton, insects.
 - Highlight salt marsh conservation here & along Eastern seaboard.
 - Touch on salt marsh's protective role in the bigger picture.
- **On the Dock** (3-4 signs)
 - **Sharks**
 - Bonnet heads (explain difference from hammer head) sandsharks, black tips, spinners & others (get expert input on best examples)
 - **Creek & waterway fish**
 - Redfish, trout, flounder, whiting (get expert input on best examples)
 - **Sewee tribe**
 - Place around kayak launch. Include their connections to the island & highlight their skills as canoe builders.
 - **Dolphins**
 - Different species some that stay in brackish water vs ocean
 - Stranding fish behavior (unique behavior sometimes happens next to dock)

There is an extensive sign by NOAA & Lowcountry Marine Mammal Network on opposite side of the Marina store, so this can focus more on sea turtles.

- **Along and around the path (3-4 signs)**
 - **Birds**
 - Herons, egrets, osprey, roseate spoonbills (get expert input on best examples)
 - *Could be more than one sign* - different kinds of herons could be separated out
 - **Shellfish - fruits of the sea**
 - Oysters, mussels, larger crabs, shrimp (spend time in marsh as juveniles) & how they are harvested
 - Place on the path closer to restaurant
- **Sea turtles & manatees**
 - They spend time in creeks, too!

Examples of Interpretive Signs and Displays







<https://vackersign.com/>



<https://www.panniergraphics.com>



<https://www.panniergraphics.com>

<https://www.panniergraphics.com>



<https://www.panniergraphics.com>



<https://vackersign.com/>

JOY PARK AND NEIGHBORHOOD PRESERVE

Welcome to Joy Park on Beautiful Silver Lake

The Past at Joy Park

Native Americans
The Ojibwa and Dakota likely passed through this site and may have camped at Silver Lake.

Silver Lake
In the late 1800s, a street car from St. Paul to the Silver Lake Station brought people to the lake for fishing, sailing and picnicking. Steamboat rides were only 25 cents.

Kennel Club
In 1898, the Northwestern Kennel Club purchased 70 acres and built a plush two-story building. A separate building housed over 100 dogs to be trained for hunting. The Kennel Club burned down in 1901 and was never rebuilt.

The Joy Family
Samuel Joy built a three-story home overlooking the lake in 1911. He and his brother owned Joy Brothers Motor Car Company in St. Paul and had a home in the north of Joy Road. Their Hobson cabin had an avenue through the lake. Sam's wife, loved wildflowers and planted them in the yard. Her gardens no longer exist, but there is a list of them every spring when the wildflowers bloom in these woods.

Parkland
Sam died in 1934 and his long-legged rickety sailing yacht in the lake 1940s. A tornado touched down on the Joy farm around 1948, moving the barn off its foundation. Jody died in 1950 and their grandson Bill lived on the property for the next 50 years.

Explore • Discover • Play

Under a magnificent canopy of oaks, along the shores of Silver Lake, Joy Park blooms. Wildflowers carpet the woodlands, waterfowl are plentiful, and the fishing is good enough to keep the anglers coming back.

Minimakha, the creature of Joy Park, welcomes you to her home!

Visit Minimakha at the playground, then head out on the park trails and explore Minimakha lives both on the land and in the water. Her name comes from the Dakota words for water (Min) and land (Makha). See if you can find the lake, the waterfalls, and the woodlands like home.

Minimakha has left you a secret message.
There are four signs in the park. Each sign has a word with scrambled letters. Find the sign, unscramble the letters, and retrace the words to decode the message. Look for Minimakha's footprint on the map to the left to see the location of the signs.

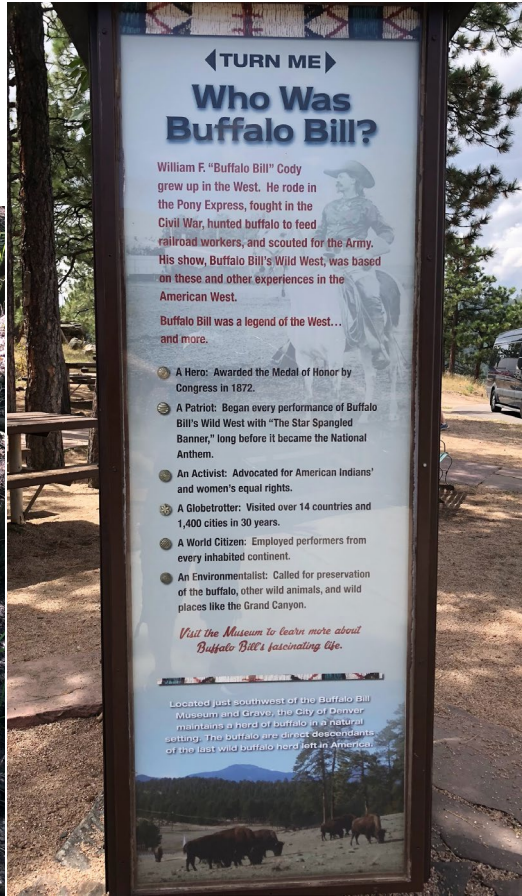
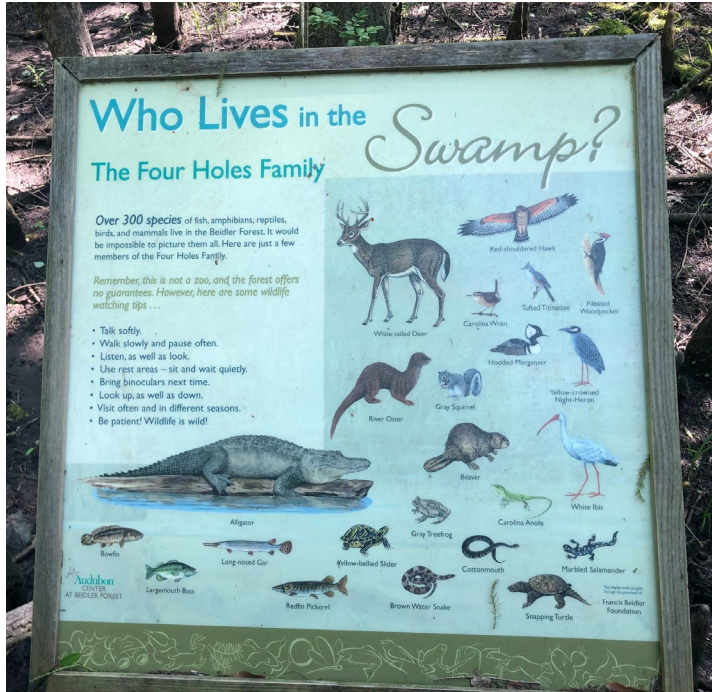
Here's the first word to unscramble:
E P E K

Our park is a "JOY" in any season. Wander through the woods on an early spring day to find wildflowers blooming, or try your luck at ice fishing when the lake freezes over. In the woods, there are always natural wonders to see and enjoy at Joy Park — water, spring, summer, or fall. Open the cubes above to see images from the park's woods, wetlands, lake, and transitional areas during all four seasons.

Fishing in Minneapolis at Joy Park was recognized by the City of Minneapolis, the Lake Shore Historical Society, and the Minnesota DNR. Photo Credit: Vacker Signage.

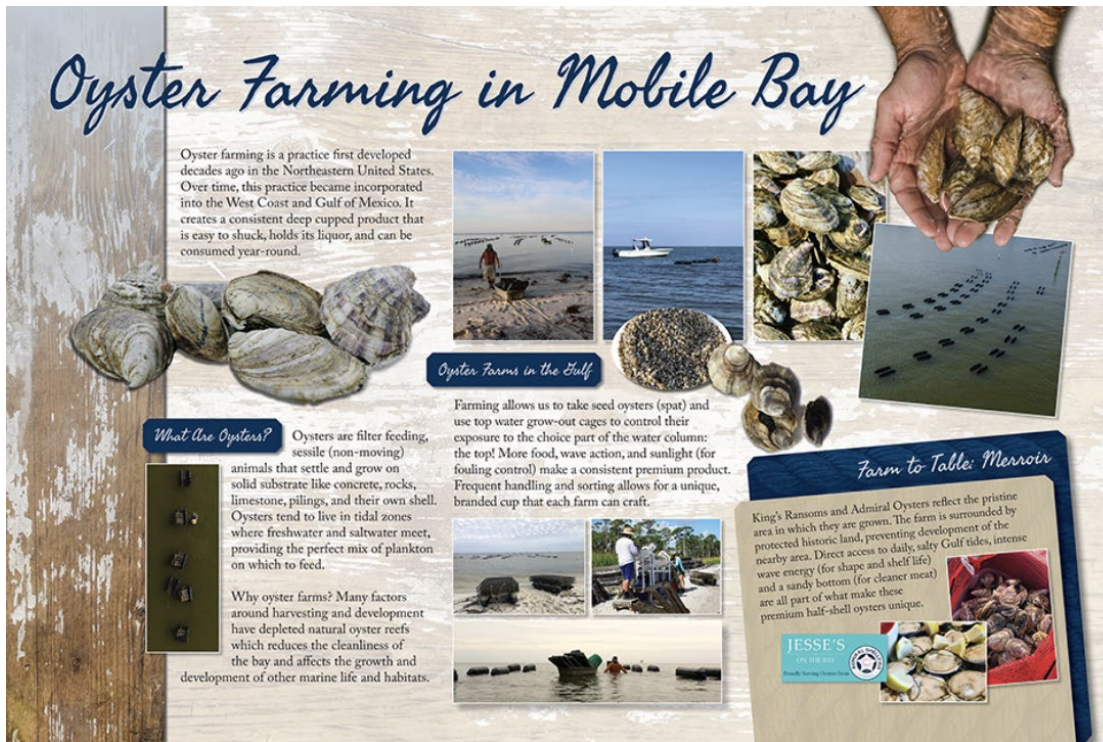
Frameless Upright - Posts with flange and rotational cubes with seasonal habitat images.

<https://vackersign.com/>











Public Comments for City Council - December 3, 2024-February 20, 2025

Date Submitted	Name	Address	Comments for Council Meeting	Meeting This Comment is Intended For:
2/20/2025	Christine Donovan	31 26th Ave., Isle of Palms, South Carolina 29451	<p>As you consider the next city manager, I respectfully ask that you keep the following questions in mind:</p> <ul style="list-style-type: none"> • Will this candidate commit to a long-term role or are they nearing retirement? • What will be the financial impact of your selection be on the city? • What level of experience does this candidate have in managing cities of similar size and complexity? • What is their educational background, training, and professional expertise? • Will their appointment unify and move our city forward in a positive direction or contribute to further division and negative publicity? • Did the candidate follow the well-publicized application procedure, demonstrating their ability to respect and adhere to clear processes—an essential trait for this role? • Most importantly, will this individual be truly independent, or will they be beholden to any of our elected officials? <p>Please vote with integrity, keeping in mind what is best for all residents of our community. Your decision will shape the future of our city, and I trust that you will approach it with the thoughtfulness and responsibility it deserves.</p>	City Council

Public Comments for City Council - December 3, 2024-February 20, 2025

<p>2/13/2025</p>	<p>Glenda Nemes</p>	<p>3006 Cameron Blvd, iop, South Carolina 29451</p>	<p>I recently watched Lowvelo again go around the Atax committee as ask iop city Council for sponsorship of their event which does not take place completely on IOP. It only ends here. Other communities which are at the start line for on the path do not and have never contributed to their event and as a matter of fact, they told me this when i inquired while on the Atax committee . I also checked thei budget and saw the payout to City of Charleston and private security, parking use. they charge the event for parking, The event has never given proof of increasing our occupancy in the rental area. They have only used minimal hotel rooms for prep. They bring in their own food and drink for after event celebrations.and they put a burden on our Police and EMS services which iop pays for. They close our streets for several days so residents and people who have paid to rent here can't use the streets in our commercial area. And do i understand we are giving them our City Parking lot for a party not open to the public. Rusty Streetman is on the Board and loves to give our money to their group thereby receiving prestige in their organization. I don't feel this event which uses city and ATAX money is the correct use of our money. Though fund raising for Hollings Cancer center is important, our role for 7 years has been for our city to contribute to a private fund raising event with taxpayers money with little or no accountability. Is this responsible use of our city money when our sidewalks, beach , parking and streets are suffering disrepair and over use and natural decline? What community benefit are the residents and renters getting from the ATAX money spending when we could be using it for our own permanent arts and cultural shell or gallery? I doubt the majority are renting here to watch bike riders zoom by for a few minutes. How many families bring children here to watch this event(only a few of riders families who are not stay in cheaper hotels elsewhere and have non school age children). Families are our market for for STR's. And personality i have had my rental home empty for Many of these events and it is located in walking distance from the finish line. Their participants have too many more convenient and cheaper options for accommodations. And they do give IOP a number of free rider registrations(just check to see who has gotten them in the past) residents don't benefit from certain City Councilpeople using the free passes. And ask how IOP if promoted for the sponsorship(it is pretty weak in my opinion). Thank you for asking for 7 years of the past accountability of increasing our tourism before funding a private event with taxpayers money. Thought it sounds nice to help Hollings Center raise money, it help them and not IOP which is our government's job. And your job as our Councilpeople. And remember the precident being set. What happens when "proud boys" and other radical events ask for our money to sponsor their event? Or groups based in race, gender or sexual orientation. And what do you tell the residents and STR owners about how this spending is helping them. Or do you just say "they are nice people so we gave them lots of your money".</p>	<p>City Council</p>
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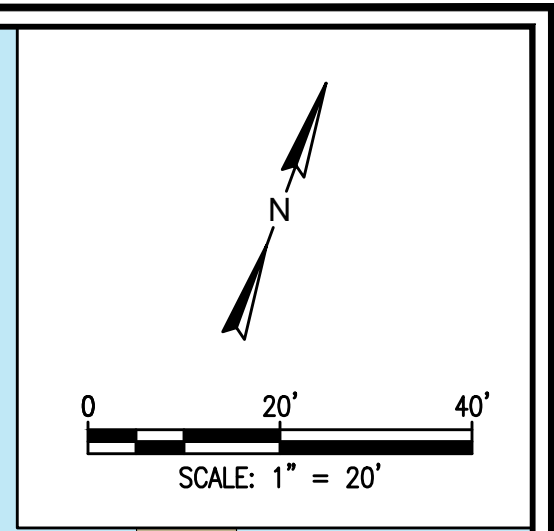
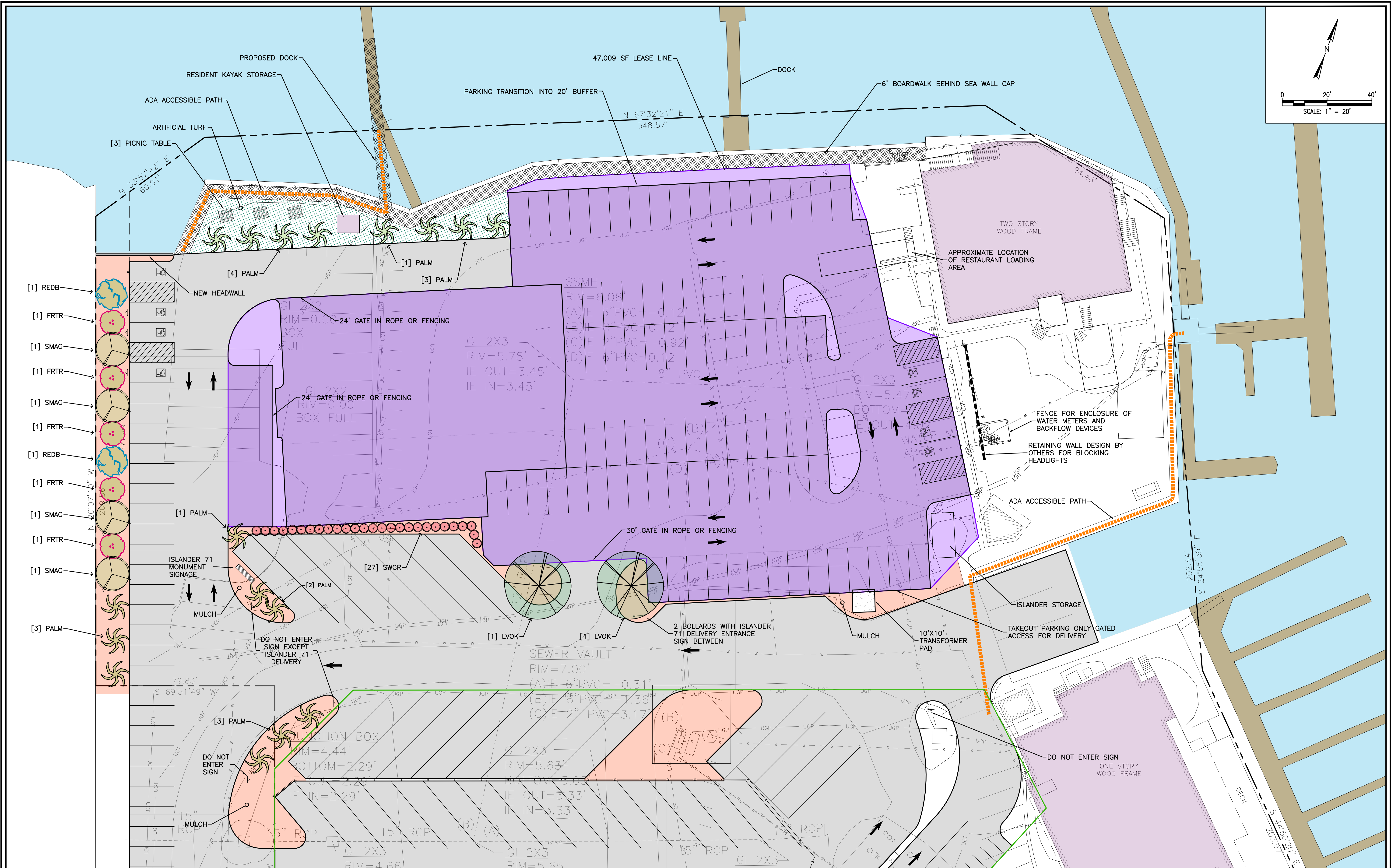
Public Comments for City Council - December 3, 2024-February 20, 2025

<p>2/12/2025</p>	<p>Josh Hooser</p>	<p>6 Sandwedge Lane, Isle of Palms, South Carolina 29451</p>	<p>On Monday, February, 10, 2025, on the floor of the United States House of Representatives, our Congresswoman Nancy Mace gave an hour-long speech that mentioned Isle of Palms several times. Unfortunately, it was not in a good context. Representative Mace alleged she was sexually assaulted while incapacitated in a home on Isle of Palms and only found out because she accidentally came across a video recording of it. She then found photos of what appeared to be a teenager undressed in the kind of underwear a child would wear. She said the child looked nervous. he then discovered a hidden camera in a rental property on Isle of Palms, which allegedly contained 10,633 videos from just the one camera. Congresswoman Nancy Mace encouraged women who may have visited the rental properties on Isle of Palms to call or text a hotline at 843-212-7048. We do not know how many victims there are, but Representative Mace stated some of the properties where these crimes allegedly took place are listed on short-term rental sites like AirBNB, VRBO, and others managed by local property management companies for short-term rentals. So, last night from the floor of the US House of Representatives, our Congressperson announced that there may be hidden cameras in short-term rental properties on Isle of Palms. The matter has been under investigation by the South Carolina Law Enforcement Division (“SLED”) since December 2023, however, Representative Mace indicated that appropriate action has not been taken by the state government. I immediately contacted Isle of Palms Police Chief Kevin Cornett, and I was happy to learn that Chief Cornett pledged to offer the support of the Isle of Palms Police Department to assist SLED in its investigation. Thank you, Chief Cornett, for always being there to protect the vulnerable members of our community. Real men protect women and children. As policy makers, the Isle of Palms City Council has the duty to pass laws to keep our community safe. According to Representative Mace, the laws in the state and local jurisdictions are inadequate to keep the most vulnerable members of our community safe from sexual predators.</p> <p>We have a vibrant short-term rental industry, and we have an opportunity to lead the way here. I encourage you to explore options with each other, the city attorney, and the city staff to ensure that Isle of Palms is responsive to these shocking allegations from Congresswoman Nancy Mace.</p> <p>We must do everything we can to ensure short-term rental companies inform guests if any cameras are present in homes where men, women, and children are in various states of undress going to and from the beach and the pool. I applaud Congresswoman Mace for being brave enough to come forward. The ball is now in our court to take action. Let’s get to work!</p>	<p>Public Safety Committee</p>
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Public Comments for City Council - December 3, 2024-February 20, 2025

2/9/2025	Dr. Georgia C Roane	904 Carolina Blvd., Isle of Palms, South Carolina 29451	<p>I am deeply concerned about the recent decision by Mayor Pounds to offer Douglas Kerr the position of City Administrator. Why has he been offered a marked increase in salary and pension to convince him to accept a position that he did not apply for? This action is clearly unethical and a breach of the orderly search process.</p> <p>The candidates who have applied for the position and have qualifications similar to Ms. Fragoso's, should be given proper consideration for the job. Word of these unethical actions by our mayor and his misuse of taxpayer dollars is spreading quickly around the island. It will likely spread farther, because this is clearly an abuse of power and taxpayer dollars. If this decision is pushed through at the special council meeting on February 13, you can expect widespread public outcry.</p>	City Council
1/6/2025	Dr Linda J Bradley McKee	3401 Waterway Boulevard, Isle of Palms, South Carolina 29451	<p>Regarding a business permit for 4000 Waterway Boulevard: I am opposed to any commercial activity in residential neighborhoods due to increased traffic, noise, and parking issues. One exception will likely lead to more requests. Waterway Boulevard is 100% residential, and it should stay that way. There are other commercial areas suitable for businesses on the IOP.</p>	Board of Zoning Appeals
12/3/2024	Jim Boling	101 Timber Lane, Isle of Palms, South Carolina 29451	<p>RE: Special Exemption Application for 103 Timber Lane.</p> <p>Timber Lane is residential, there are only 3 homes on our street and there is no outlet. No business should be permitted that has customers "picking something up". The request is for a rental company with flower walls, decorative arches, etc. The items will require space for storage. Under the house as requested means it can easily be seen from the street as the area is open and will create an eyesore. At this moment there are chairs, etc. that are easily seen. Also, if the home business is allowed, it will create additional traffic to our little circle. Possibly vans and trucks delivering or picking up. I have absolutely no objection to allowing a home office, but do object to a business being run out of the home. In the applicant's own words that is exactly what is going to happen.</p> <p>Thank you.</p>	Board of Zoning Appeals

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PLANT CODES	
FRTR	FRINGE TREE
LVOK	LIVE OAK TREE
PALM	PALM TREE
REDB	RED BUD TREE
SMAG	SWEETBAY MAGNOLIA TREE
SWG	SWEETGRASS



PICNIC TABLE
 COUNTRY CASUAL TEAK
 LARCHMONT PICNIC TABLE
 ITEM #4879
 71" W x 63.5" D x 28.75" H, TEAK

DISCLAIMER
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CONCEPT DESIGN NOTES
 1. PLAN IS NOT FOR CONSTRUCTION.
 2. ALL DIMENSIONS TO BE CONSIDERED APPROXIMATE AND TO BE VERIFIED BY A SURVEYOR.
 3. LAYOUT TO BE VERIFIED AND REVIEWED BY LOCAL PLANNING OFFICE FOR COMPLIANCE TO ZONING CODE.

REV	DATE	DESCRIPTION	DRAWN	APPV

CLINE ENGINEERING
 PROFESSIONAL DESIGN CONSULTING

IOP MASTER PLAN
SITE PLAN EXHIBIT
 50 41ST AVENUE
 ISLE OF PALMS, SOUTH CAROLINA

PROJECT MANAGER	MCC
DRAWN BY	AAJR
PROJECT DATE	AUGUST 2023
FOR NUMBER	2023
SHEET NUMBER	
P	



Position Description

An individual must be able to perform the essential job functions of this role. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performance of their duties just as though they were actually written out in this job description.

Job Title:	Financial Analyst
-------------------	--------------------------

Department: General Government

Pay Grade: G08

FLSA Status: Non-Exempt

JOB SUMMARY

The purpose of the position is to plan and execute accounting functions. Under limited supervision, this position will perform highly responsible work for the overall financial management functions of the City. Work will involve assisting with organizing, implementing, directing, and controlling all activities and systems necessary for the accurate, efficient, and effective operation and management of financial services and resources. This position will assist in accounting and financial reporting of City Funds in compliance with City policy, legal regulations, Federal & State reporting standards, accepted accounting principles, and other generally accepted government standards.

ESSENTIAL JOB FUNCTIONS:

- Skilled in forecasting, including revenue projections, debt service, capital outlays, personnel cost and operational cost for current and long-term projects, including developing and analyzing information pertaining to market price fluctuations and industry trends.
- Developed and updated resource plans and financial models for budgeting processes.
- Streamline accounting software with budget model and financial statement presentation.
- Summarizes data or other non-quantifiable information, setting forth current and long-term economic indicators, business trends, and environmental factors, pertinent to tourism, inflation rates and other revenue and expenditures.
- Evaluates Federal and State laws for changes in policies that change or affect funding through grants and other governmental sources.
- Reviews and evaluates all City 's contracts for compliance and future financial impact on City's financial projections.

- Evaluates other investment opportunities for the City's investment accounts.
- Evaluates demographic trends including growth or aging population as it pertains to the financial impact of the City.
- Develop and implement automated reporting and forecasting tools to enhance data utilization and provide actionable recommendations.
- Create a system to reconcile State Accommodations Tax, County Accommodations Tax, and City's Licenses (Business and/or Short-Term Rentals) and perform periodic audits.
- Assist with other accounting functions including monthly and quarterly reconciliations and reporting, budget preparation, year-end calendar processes, fiscal year end audit.
- Monitor and manage job costs for both major and minor projects.
- Oversee fixed asset schedules, including departmental asset sales and proper insurance coverage.
- Perform other related duties as assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's Degree in Finance or Accounting;
- Five (5) years of experience in accounting or related field.
- Or equivalent education and/or experience.
- Excellent communication skills, both written and verbal

Knowledge, Skills and Abilities:

- Must be able to analytically solve routine and emergency problems as they arise.
- Knowledge of the theory and practice of governmental accounting.
- Knowledge of federal, state and local laws pertaining to the administration of public funds.
- Be or become proficient with the City's accounting and computer software. Be proficient with Microsoft Excel and Word, e-mail, Internet, and other County and/or State systems.
- Proven ability to handle multiple projects simultaneously
- Ability to interact with citizens, employees, various groups and individuals. Ability to provide customer service in a timely fashion.
- Ability to stay abreast of advances in accounting technology, computer technology, and other disciplines where improvements may benefit the City of Isle of Palms.

PHYSICAL DEMANDS:

The physical demands consist of sedentary work which requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. The incumbent must have the ability to balance while maintaining body equilibrium; and crouch by bending the body downward; use hands and fingers to feel, grasp, and handle; hear by perceiving the nature of sounds at normal speaking levels; mental acuity; use hands and arms to lift, pull, push, and reach; make repetitive motions; speak and talk, stand, walk, and stoop; and use visual acuity by viewing things including color, depth perception, and field vision.

WORK ENVIRONMENT:

Work is typically performed in an indoor environment.

The City of Isle of Palms has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

THOMAS & HUTTON

682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522
MT. PLEASANT, SC 29464 | 843.849.0200
WWW.THOMASANDHUTTON.COM

February 21, 2025

Mr. Douglas Kerr
City of Isle of Palms
P.O. Drawer 508
Isle of Palms, SC 29451

Re: Waterway Boulevard Pathway
Tidal Inundation Mitigation Project
City of Isle of Palms, South Carolina
T&H J-27670.0010
Letter Agreement for Additional Services
(CO#3)

Dear Mr. Kerr:

Thank you for requesting additional service from Thomas & Hutton (T&H) to continue to assist the City with the implementation of this very important and impactful project for City residents. As you are aware, the City has coordinated a portion of the tidal inundation mitigation work to be constructed on the Wild Dunes Golf Course (WDGC) during their rehabilitation work taking place in 2025. The City has requested T&H to assist the City during construction (Construction Phase Services). The City has also requested T&H to revise the County MS4 permit issued for the WDGC project (to include the proposed tidal mitigation improvement components) and to prepare easement plats for drainage infrastructure installed on the WDGC as part of the tidal inundation mitigation improvements (not golf course drainage).

Our original design and permitting contract (October 1, 2023), and our previous additional services agreements (CO#1 and CO#2) did not include the services listed under this change order (CO#3).

Please see the attached table for the current project/contract fee and the proposed fee for this additional services request.

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This Proposal will be open for acceptance for 90 days, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This extra work is subject to the terms and conditions of the Contract executed for this Project dated October 1, 2023.

This Proposal between The City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. (Consultant), consisting of the Consulting Services on a Time & Expense Basis Rate Sheet, and Exhibit "A," represent the entire understanding between you and us with respect to the Scope change. This agreement may only be modified in writing if signed by both of us.

CLIENT'S INITIALS



CONSULTANT'S INITIALS

Mr. Douglas Kerr
City of Isle of Palms
Letter Agreement for Additional Services
February 21, 2025
Page 2

We appreciate this opportunity to be of service to you on this Project. Should you have any questions or need further information, please do not hesitate to call us.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
Richard Karkowski, PE, PH, D.WRE
Water Resources Department Manager

By 
Hillary Aton, PE
Project Manager

RPK/HEA/ala

Enclosures: Exhibit "A" – Additional Services
Fee Table
2025 Consulting Services Rate Sheet

CITY OF ISLE OF PALMS

ACCEPTED: _____, 2025

By _____

TITLE

CLIENT'S INITIALS


CONSULTANT'S INITIALS

EXHIBIT "A"

1. ADDITIONAL SERVICES OF CONSULTANT

A. Survey Phase

1. Easement Plat(s)

An additional (third) easement plat will be prepared for the added drainage on Hole #8 of the Wild Dunes Golf Course. This drainage is being proposed as part of the flood mitigation component of the Waterway Blvd. Pathway. No additional survey is required or anticipated to be performed. Any additional field survey required can be done as additional services.

Consultant will assist with the approval and recording of the easements plats with Charleston County upon approval and execution of the easement documents.

C. Permit Phase

1. County MS4 Permit Modification

Consultant will assist Client with the preparation of a submittal package for a permit modification of the County MS4 permit issued for the WDGC project. The permit modification will incorporate the proposed tidal mitigation improvement components to the WDGC project. The consultant will coordinate and address comments from the County and, if requested, meet with the County on behalf of the Client, to assist with the issuance of the permit modification.

B. Construction Phase

1. Additional Meetings and Coordination

Consultant shall attend additional meetings at the request of the Owner. Consultant shall coordinate with Wild Dunes Golf Course staff for the incorporation of the City's proposed flood mitigation features on the upcoming golf course rehabilitation project.

2. Construction Observation

Consultant will periodically observe construction of the flood mitigation components of the Wild Dunes Golf Course renovations to ensure compliance with construction drawings and technical specifications. Construction observation and monitoring does not include exhaustive or continuous on-site inspections. However, it does include visits to the Project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. A six-month construction schedule is assumed for this work.

CLIENT'S INITIALS

 _____
CONSULTANT'S INITIALS

D. **Exclusions**

Items **not** included in the additional Scope of Services are as follows:

- Accessibility construction compliance verification
- Archaeological survey and report
- Boundary surveys
- Additional Field Survey
- Easement plat preparation and/or recording
- Phase One or Phase Two environmental assessments
- Endangered species survey and report
- Materials Testing
- Off-site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Work covered by this Contract
- Act as an expert witness for legal activities

These items can be coordinated or provided, if requested by the Owner in writing.

CLIENT'S INITIALS

_____
CONSULTANT'S INITIALS

**Waterway Boulevard
Pathway Widening and Tidal Inundation Mitigation Project
Additional Services Request No. 3 - Construction, Easement Plats and Permit Modification
Proposed Fee**

Original Proposal (August 2023)			Budget (w/ Add. Serv. No 1)		Budget (w/ Add. Serv. No.2)			Budget (w/ Add. Serv. No.3)		
Phase	Fee Structure	Fee or Time & Expense Budget	Feasibility Add. Serv. (April 2024)	Current Project Budget (27670.0010)	Design Add. Serv.	Total Revised Budget	Remaining Budget	Design Add. Serv.	Total Revised Budget	Remaining Budget
General Consulting	Time & Expense - Budget	\$ 22,400	\$ 1,000	\$ 23,400	\$ 20,000	\$ 43,400	\$ 18,580		\$ 43,400	\$ 18,580
Survey	Lump Sum	\$ 50,000		\$ 50,000		\$ 50,000	\$ -		\$ 50,000	\$ -
Survey - Easement Plats	Lump Sum (3 easements)	\$ 4,100		\$ 4,100		\$ 4,100	\$ 4,100	\$ 2,500	\$ 6,600	\$ 6,600
Design	Lump Sum	\$ 44,600		\$ 44,600	\$ 45,000	\$ 89,600	\$ -		\$ 89,600	\$ -
SW Mang. (Feasibility)	Lump Sum		\$ 13,500	\$ 13,500		\$ 13,500	\$ 2,640		\$ 13,500	\$ 2,640
Permitting	Time & Expense - Budget	\$ 35,600		\$ 35,600		\$ 35,600	\$ 31,505	\$ 2,500	\$ 38,100	\$ 34,005
Bidding	Time & Expense - Budget	\$ 18,000					\$ -		\$ -	\$ -
Construction Services	Time & Expense - Budget	\$ 41,800					\$ -	\$ 20,000	\$ 20,000	\$ 20,000
Reimbursable Expenses	Time & Expense - Budget	\$ 4,200	\$ 500		\$ 2,000	\$ 2,000	\$ 1,966		\$ 2,000	\$ 1,966
TOTAL:		\$ 220,700	\$ 15,000	\$ 171,200	\$ 67,000	\$ 238,200	\$ 58,791	\$ 25,000	\$ 263,200	\$ 83,791

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2025 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 320.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 290.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 265.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 240.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 230.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 215.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2–Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 200.00	Project Manager I Project Engineer I Engineering Technician V	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I Field Representative V	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 180.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative IV	Application Developer IV
\$ 170.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative III	Application Developer III Permit Coordinator III
\$ 160.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1–Man)	Landscape Designer II	GIS Analyst II	Field Representative II	Application Developer II Permit Coordinator II, Admin IV
\$ 145.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I		Application Developer I Permit Coordinator I
\$ 125.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III		
\$ 115.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II	Field Representative I	Admin III
\$ 110.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		
\$ 105.00						Admin II
\$ 100.00						Admin I
\$ 485.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31st, 2025, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.



BOARD OF ZONING APPEALS
4:00pm, Tuesday, February 4, 2025
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

Present: Glenn Thornburg, Ellen Gower, Susie Wheeler, Ted McKnight, and Zoning Director Simms

Absent: Robert Miller

2. Nomination and election of Chair and Vice Chair

Mr. McKnight nominated Mr. Thornburg as Chair of the Board of Zoning Appeals. Ms. Gower seconded the motion. There being no other nominations, a vote was taken with all in favor of Mr. Thornburg as Chair of the Board of Zoning Appeals.

Ms. Wheeler nominated Ms. Gower as Vice Chair of the Board of Zoning Appeals. Mr. Thornburg seconded the motion. There being no other nominations, a vote was taken with all in favor of Ms. Gower as Vice Chair of the Board of Zoning Appeals.

3. Approval of Previous Meeting's Minutes

MOTION: Mr. McKnight made a motion to approve the minutes of the January 7 and 15, 2025 meetings, and Ms. Gower seconded the motion. The minutes passed unanimously.

3. Swearing in of applicants

Mr. Thornburg swore in the applicants and other members of the public.

4. Special Exceptions

A. 1202 Palm Boulevard

Zoning Administrator Simms reminded the Board that the applicant, Amine Houti, is requesting a special exception to allow the outdoor sales of food and drink in the front patio area of 1202 Palm Boulevard. Mr. Gary Nestler said he was present to speak on behalf of Mr. Houti.

Mr. McKnight pointed out that the Board requested site specifics from Mr. Houti, and what has been provided is unacceptable. The Board needs a drawing of the space in question providing the dimensions of the planters, where the 32' distance begins and ends, the distance between the front door of the establishment and the planters, and the location of the proposed fence.

Mr. Nestler asked for a continuance to secure that information. He said he could have it within 24 hours.

MOTION: Mr. McKnight made a motion to continue the request of 1202 Palm Boulevard to the March meeting. Ms. Gower seconded the motion. The motion passed unanimously.

B. 1 14th Avenue

Zoning Administrator Simms said the applicant is requesting a special exception to allow the outdoor sales of food and drink in a proposed permanent structure at 1 14th Avenue. Charleston County Parks and Recreation Commission (CCPRC) has an existing Special Exception that allows the outdoor sale and rental of tangible goods that are sold from mobile carts in a specified 25' by 20' area on the site. CCPRC also has a Special Exception for a mobile food truck. This Special Exception request would consolidate and replace the mobile carts into one proposed permanent structure. The proposed structure would be approximately 180' from the OCRM baseline.

Mr. Eric Stewart of CCPRC said this new free-standing, pre-fabricated structure will continue the sales of prepackaged food and sundries and the rental of selected beach items in one location within the County Park.

Mr. McKnight expressed concern this request will take from the brick and mortar businesses on the Front Beach. Mr. Stewart said this is only a request to continue what they are doing now but in a more permanent location. It will only be open seasonally and is not meant to draw business away from Front Beach businesses.

Mr. Thornburg asked for drawings of the proposed building, which Mr. Stewart said would be available after they have received their building permit.

MOTION: Mr. McKnight made a motion to approve the application contingent upon receipt of drawings of the proposed building and detailed listing of the items being sold within the storefront. Final approval will be given upon receipt of those items. Ms. Gower seconded the motion. The motion passed unanimously.

Mr. Stewart said those items will be given to the Board at their next meeting.

5. Variances – 2 Sand Dollar Drive

Zoning Administrator Simms said the applicant is requesting a variance to allow a raised pool to encroach 7' into the front setback off Sand Dollar Drive. The required setback is 24' from the property line and the pool is proposed to be located 17' from the property line. The applicant claims the lot is extraordinary and exceptional due to the presence of multiple live oaks in front yard, the water and sewer lines in the side yard, and a drainage easement in the side yard that restricts the construction of a pool. The applicant claims the application of the ordinance would effectively prohibit or unreasonably restrict the utilization of the property. Due to the live oaks and drainage easement, the applicant claims the only remaining space is the backyard where all utilities are located. The applicant claims the conditions that are peculiar to this property that are

not to the surrounding properties include the location of the house on the lot, the side yard drainage easement, and the 24' setbacks off Wildwood Drive and Sand Dollar Drive.

Additionally, under the City's code previously allowed corner lots to designate one street side as the front yard and the other as the side yard. However, the current City code requires the lot's front yard setbacks to be met on both street sides and the lot's side yard setback requirements must be met on all other sides of the lot. Consequently, the applicant claims the current regulations are peculiar to this property as the neighboring corner lot residences were constructed under the former City code requirements for corner lots. The applicant claims the authorization of this variance will not be of substantial detriment to adjacent properties or to the public good.

Mr. Tom Cotton said the house was originally built by the previous owners with the intention of installing a pool. He believes they should be grandfathered in under the previous setbacks and be allowed to put in the pool. He said the pool cannot be built elsewhere on the property due to the setbacks and utility easements.

Mrs. Bea Love, 9 Sand Dollar Drive and Kitty Riley, 1 Sand Dollar Drive, both spoke in support of the Cotton's request to put their pool in the front setback. Mrs. Love believes the setbacks written after Hurricane Hugo were shortsighted. Ms. Riley agrees with the plans submitted by the Cottons. Mr. Stuart Coleman, 10 Live Oak Drive, agreed with Mrs. Love's statements and believes this pool would be a nice addition to the neighborhood.

Mr. McKnight clarified that the Board of Zoning Appeals can only follow the ordinances as written. He suggested the Cottons address City Council regarding a change to the setbacks.

MOTION: Mr. Thornburg made a motion to go into Executive Session to receive legal advice. Ms. Wheeler seconded the motion. The motion passed unanimously.

The Board of Zoning Appeals went into Executive Session at 4:41pm.

MOTION: Mr. Thornburg made a motion to come out of Executive Session at 5:05pm. Ms. Wheeler seconded the motion. The motion passed unanimously.

Mr. McKnight said, "There are several reasons why we would have to vote no if we were to proceed with your variance request. In the process of looking at all this stuff, it does appear that there is a way that you can put in your pool. It's not where you are indicating, but Matt indicated that you really didn't go out and have a site visit and take a look. So it is your choice, but we are suggesting to you that ask for a continuance of today's proceedings until next month. In the meantime, have Matt come out, indicate to you where he thinks the pool can go, and if that is agreeable to you, then you would file your variance permits and proceed with putting in your pool."

Mr. Simms pointed out that two trees can be removed and mitigated to accommodate the pool. Mr. Cotton expressed concerns about flooding in the area. He asked that this request be continued in order to have more conversations about it.

MOTION: Mr. McKnight made a motion to continue the variance request of 2 Sand Dollar Drive to the next meeting. Ms. Wheeler seconded the motion. The motion passed unanimously.

6. Adjournment

Ms. Wheeler made a motion to adjourn, and Ms. Gower seconded the motion. The meeting was adjourned at 5:11pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



**Planning Commission Meeting
4:00pm, Wednesday, February 12, 2025
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Ron Denton, Sue Nagelski, Sandy Stone, Tim Ahmuty, Jeffrey Rubin,
David Cohen, Rich Steinert

Staff present: Director Kerr, Zoning Administrator Simms

2. Approval of minutes

MOTION: Mr. Stone made a motion to approve the minutes of the January 8, 2025 meeting. Mr. Cohen seconded the motion. The motion passed unanimously.

3. New Business -- none

4. Old Business

Review of Comprehensive Plan, Sea Level Rise Adaptation Plan, and Community Enrichment Plan Task Force Recommendations

Director Kerr said that City Council will be leaning on the Planning Commission to parse through these documents and provide guidance. It will be the Planning Commission's role to see where all of these plans overlap and how they integrate into the Comprehensive Plan and the City's Strategic Plan as well as how to divide the recommendations of all plans into manageable goals and actions.

The Community Enrichment Task Force plan will be available to review online via the City's website soon. Director Kerr explained the work done by the Task Force, adding that their plan makes nearly 200 recommendations. Recommendations related to Public Safety will be directed to the Public Safety Committee and those environmentally-related will be directed to the Environmental Advisory Committee. Director Kerr will send a link to the plan when available.

The Sea Level Rise Adaptation Plan will be presented to City Council at their March workshop. Director Kerr believes many of the guidelines suggested in that plan will also come back to the Planning Commission.

City Council and the Planning Commission will hold a joint meeting in April to discuss the Comprehensive Plan.

Commissioners discussed the likelihood of redundancies in these plans and how they could be incorporated into the Comprehensive Plan. Director Kerr suggested the Sea Level Rise Adaptation Plan and Community Enrichment Plan could be footnoted in the Comprehensive Plan and referenced as appendices.

Director Kerr and Zoning Administrator Simms will work on creating a matrix of the tasks, recommendations, and next steps in the plans pertinent to the Planning Commission, noting those that have budget implications. They will bring this back to the Commissioners in March.

Director Kerr will send a clean version of the Comprehensive Plan to the Commissioners. He asked them to refamiliarize themselves with the plan ahead of the April meeting with City Council.

5. Miscellaneous

The next meeting of the Planning Commission will be Wednesday, March 12, 2025 at 4:00pm.

6. Adjournment

Mr. Stone made a motion to adjourn, and Mr. Steinert seconded the motion. The meeting was adjourned at approximately 4:51pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



ENVIRONMENTAL ADVISORY COMMITTEE

4:00pm, Thursday, February 13, 2025

1207 Palm Boulevard, Isle of Palms, SC

and broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. **Call to order**

Present: Laura Lovins, Lucia Spiotta, Mary Pringle, Eric Cicora, Cindy Marrs, Sean Popson

Absent: Dane Buckout, Todd Murphy, Council Member Miars

Staff Present: Director Kerr, Zoning Administrator Simms

2. **Citizen's Comments -- none**

3. **Approval of previous meeting's minutes**

MOTION: Ms. Popson made a motion to approve the minutes of the January 9, 2025 meeting, and Ms. Marrs seconded the motion. The motion passed unanimously.

4. **Presentations – Susan Hill Smith, regarding public dock interpretive signs**

Susan Smith's presentation is attached to these minutes.

Ms. Smith said she presented this to the Public Services & Facilities Committee on Tuesday. She said she would like to use the surrounding walkway to affix some of the signs. Ms. Popson expressed concern that the signs will deteriorate over time. Ms. Smith will seek the advice of DNR about weather-worthy signage.

Director Kerr suggested firming up the pricing for the signs and their installation as well as a layout of sign locations. Ms. Smith will speak to potential sponsoring agencies for funding, and should there still be a need for additional funding, she will bring the request to City Council. Ms. Smith and Ms. Lovins will work on the signage, layout, and potential funding sources.

5. **Old Business**

A. **Wildlife**

Ms. Pringle reported that the native plant garden has been cut back. She transplanted some plants from her yard to the garden. Another gourd rack has been installed. Ms. Pringle reported there have been over 500 sightings of purple martins so far as close as Awendaw.

Ms. Pringle submitted an article to the Island Eye about the rehabilitation of a recently found cold-stunned green turtle.

B. Litter

Ms. Smith’s report on fireworks alternatives is attached to these minutes. Discussion ensued as to how the City’s current fireworks vendor could alter their show to something that could have less environmental impact including shortening the length of the show and selecting fireworks that produce less trash. Committee members also discussed the ways in which nesting areas on the beach could be better protected during the holiday. Director Kerr will speak with the fireworks vendor and tell him to eliminate “cake barrages” from the show and get a time estimate for the show. Further discussion will take place at the next meeting.

Ms. Smith’s annual report on the IOP Cleanup Crew is attached to these minutes.

Zoning Administrator Simms said that he has reviewed information on Folly Beach’s lighting ordinances and will have more to report next month.

Ms. Lovins said she would like to discuss the hybrid plan for beach litter cleanup on the March agenda. Director Kerr said Asst. Director Asero is meeting with contractors and getting pricing.

C. Water Quality

Director Kerr said that Zoning Administrator Simms spoke with GEL who said they are unable to interpret the water quality data based on regulatory agency benchmarks and concerns. He will continue to work on finding a way to interpret the data for future use.

Director Kerr said the selection for a Federal-level lobbyist has been narrowed to two firms, both of which will make presentations to the Administration Committee in March. He expects they will begin their work in July at the start of the new budget year.

D. Climate Action

Director Kerr shared that the USACE anticipates sand being pumped onto the Isle of Palms in the next few weeks. The process is expected to take about 6 months, which will be in the midst of turtle nesting season. Ms. Pringle asked about a meeting that was to take place with the City, the Turtle Team, and DNR about protecting the turtles during this time. Director Kerr said he would look into it.

The Sea Level Rise Adaptation Plan will be presented to City Council at their March 11 workshop.

6. New Business

Discussion of forthcoming Community Enrichment Task Force recommendations

Director Kerr briefly explained the work of the Community Enrichment Task Force that recently culminated in a series of goals and recommendations in four areas: Environmental, Public Safety, Quality of Life, and Seasonal Impacts: Parking & Traffic. He believes that all of the environmentally-related recommendations will come to this committee for further discussion and

possible implementation. Once the link to the recommendations becomes available, Director Kerr will send it to Committee members.

7. **Miscellaneous Business**

8. **Adjournment**

The next meeting of the Environmental Advisory Committee is scheduled for Thursday, March 13, 2025 at 4pm.

Ms. Popson made a motion to adjourn, and Ms. Marrs seconded the motion. The meeting was adjourned at 5:22pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Fireworks Update - Feb 13, 2025 EAC Meeting

Presented by Susan Hill Smith, Isle of Palms Cleanup Crew Cofounder

Bottom Line on How We Can Reduce Environmental Impact

Other available alternatives to July 4th fireworks shows don't seem viable at this time:

- **Drone shows** - in windy coastal environments currently appear to pose a greater risk for injuries and cancellations than firework shows - see further details from Folly Beach on page 2. Plus, drone shows are currently more expensive than fireworks when looking at costs for shows of the same length.
- **Laser shows** - evidently require a backdrop for the display than the ocean & empty sky cannot easily provide.
- **No-debris fireworks** - are much more expensive and apparently don't have the same range for viewing. They are typically used when people need to be close to the show displays (cruises & stadium events). Even though they burn up more completely, no-debris fireworks involve more plastic materials than the fireworks shells used by the City of Isle of Palms' fireworks contractor, Munnerlyn Pyrotechnics, according owner Brent Munnerlyn.

But there appears to be an easy opportunity that could significantly reduce the plastic debris and some smoke caused by the show on Isle of Palms, starting this summer.

- In addition to fireworks shells, the IOP's July 4th show include "cake barrages" - rapid fire sequences of smaller fireworks typically seen at lower levels.
- Most of the plastic debris and lower-level smoke generated from the IOP show comes from including a lot of cake barrages, according to Munnerlyn, who says IOP's former fire chief liked and requested them.
- Cake barrages are fun but not essential to a good show, and it's not unusual for a coastal community to go without them. Munnerlyn told me he agrees with removing them for environmental reasons and as a result of our discussion plans to remove them from other coastal shows that his company does.
- Other than cake barrages, Munnerlyn says the fireworks shells that his company uses are almost all biodegradable, with the exception of the "quick match" - a roughly 2-foot-long fuse that ignites the shell. For safety reasons, he said, that needs to be plastic, but most of the quick match burns up, so it generates only a small amount of debris.

There are other concerns related to fireworks that this does not address:

- Impact of noise and light on wildlife & pets
- Residue of fireworks/explosives left in the air, ocean and beach
- Cost of show - \$40,000 + staff overtime

- Stretching staff on what is already the busiest beach day/week of the year
- Late-night traffic gridlock, event management & public safety issues

However, removing fireworks without some kind of replacement could be a difficult/ divisive conversation for the community and is at risk of being shot down by City Council.

The only other alternative that I can think of would be in staging a July 4th event - maybe at the Rec - geared toward residents. This could be during the daytime & tied to the longstanding golf cart parade - or a small-scale fireworks display at night with no-debris fireworks (if that's even possible in that space). But making either of those switches would come with challenges, planning demands, etc. and might not be embraced by the community.

Also, a likely valid line of thinking is that by providing a professional fireworks display, less people are likely to set off fireworks on their own, which is illegal on the island but happens anyway, impacting neighbors and creating safety issues.

Details from the Folly Beach drone show

- I spoke directly with Kelly Travers, Folly Association of Businesses (FAB) event coordinator & the point person for the attempted New Year's Eve drone show.
- With their Town Council approval, FAB organizes and pays for Folly's fireworks shows on July 4th & Dec. 31.
- On behalf of FAB, Travers researched alternatives to fireworks, including laser shows, which she ruled out because it lacks the needed backdrop for projection.
- She got quotes from three drone companies and chose the middle quote.
- She invested time in assisting the selected company on the 15 slide designs - most of which had local meaning, for example, Morris Island Lighthouse.
- They did a "beautiful" test run of the drone show on Dec. 30 with no concerns.
- The next day, however, high winds were forecasted. While the contractor was certified to do shows in winds up to 30mph and the CEO told Travers they should be safe, she expanded the area restricted from viewing out of an abundance of caution.
- While not the same company, the Folly event came on the heels of an Orlando, Florida incident earlier in the month in which a boy required heart surgery after a drone injured him during a holiday show.
- Early reports say the winds on the ground were 18mph, but Travers suspects the wind sheer at the top of the display was much stronger. She noticed that the top of the lighthouse display was missing and said a few of the drones did fall.
- The show stopped early on when one of the viewers reported being brushed by a drone and had scrapes on his cheek. The drones used by the company were a little larger than a hand.

- The FAA is still investigating. FAB has not received a refund for the show.
- As a result of Folly's experience, Travers would not currently advise paying for a drone show in a coastal environment that's susceptible to high winds. She also noted that it can be hard to get insurance for drone shows. FAB will likely discuss the issue at its March meeting.

Isle of Palms Cleanup Crew Annual Report



Looking back at 2024

IOP Cleanup Crew Snapshot

IOP Cleanup Crew uses volunteer power to keep the coast clean, protect natural ecosystems and public health, document litter data, and help solve the pollution crisis. Since 2018, thousands of volunteers have joined the crew to collect more than 225,000 litter items, while documenting the data in the [Litter Journal](#), established by South Carolina Aquarium, which also assists us at our events. **Note:** We plan to create an official board and become an 501c3 nonprofit by spring of 2025.

Our Welcome Committee

Cofounder/leader **Susan Hill Smith**, **Howard Hogue** (Beach Santa), **Rebecca Stephenson**, **Colleen Lehrke**, **Paula Richnafsky** (South Carolina Federal Credit Union community representative), **Linda Rowe** (conservation programs manager for South Carolina Aquarium), and **Beth Timon** (aquarium volunteer).

Event Schedule

We have established a year-long rhythm of regular litter sweeps. Frequency correlates to increased beach traffic and warmer weather, which influences the amount of litter.

- October through February – second Monday of the month, 4:30-5:30 pm
- March to end of May – spring litter sweep series every other Monday, with a 5:30 pm special welcome that’s good for students and other new volunteers, with a litter sweep until 7 pm.
- Memorial Day week Wednesday to Labor Day – 2 litter sweeps a week: Mondays from 6-7 pm and our Wednesday Breakfast Club from 7-8 am
- In 2024, we partnered again with IOP Police on a July 5th morning litter sweep for three litter sweeps that holiday week.
- We occasionally support other groups, businesses and orgs with off-schedule litter sweeps.



Our Volunteers & Supporters

We involve volunteers from IOP & throughout the Lowcountry, as well as out-of-town visitors.

Our average attendance at our special spring series of sweeps was 90. That includes our April 22 Earth Day litter sweep, one of our highest ever attended events with 125+ volunteers, including City of IOP employees. In summer, our weekly Monday night litter sweeps have an average attendance of 37, and Wednesday morning Breakfast Club average was 12.

The City of Isle of Palms supports the “citizen scientists” of IOP Cleanup Crew by covering costs of T-shirts & magnets, which allow volunteers free City parking during events. Palmetto Pride and the aquarium have helped with supplies. IOP restaurants - Windjammer, Coconut Joe’s, Lawrence’s, Smugglers, The Boathouse, Acme, Sea Biscuit & Cafe Paname - offer discounts to volunteers after litter sweeps.

Special 2024 Litter Sweeps

- We held a “pop-up” Saturday litter sweep after mild impact from Hurricane Helene. With the OK of City staff, we intentionally targeted debris related to the severe erosion and destruction of docks, etc. at the southwest end of the island.
- In October 2024, we went on location for the first time to support Sullivan’s Island Elementary School’s PTA & Kaleidoscope with an after-school litter sweep with guests from North Charleston Elementary, which put together [this excellent video](#).



The Post and Courier
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Thursday, May 2, 2024

UTILITIES
Energy bill stalemate may have repercussions
Could jeopardize other key SC legislation

ENVIRONMENT
One in a million
‘Spreading sunshine’ while caring for his community, Beach Santa collects milestone piece of litter

HEALTH
OSHA: Worker deaths ‘must end’
Doyers Shipyard faces \$100K in fines

OPINION
Inside
An audit that showed inappropriate spending with government procurement cards for the Charleston County probate judge’s office makes a good argument for the county to resolve more of its cards.

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Medical marijuana
Man arrested in hit-and-run

LOCAL
Man arrested in hit-and-run
Man killed in pedestrian crash

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Building up awareness through news coverage & social media

- We typically have at least 3-4 visits a year by TV news in addition to articles in the Moultrie News, Island Eye and now Island Vibe, but in 2024, saw a big bump in media attention.
- We worked with South Carolina Aquarium in April to stage a well publicized recognition event for Howard Hogue (Beach Santa) as he documented his millionth item in the Litter Journal. While he is a valuable member of the IOP Cleanup Crew Welcome Team, he does regular litter sweeps on IOP and across the Lowcountry on his own, and is far and away the biggest Litter Journal contributor.
- Howard received [1A centerpiece coverage in The Post and Courier](#) and added [kudos from the P&C’s editorial board](#). All local TV news outlets have highlighted his achievements.
- A related [Post and Courier opinion column](#) by Cofounder Susan Hill Smith focused on the power of data collection.
- In spring, an interview by Live 5 TV anchor Raphael James with Susan highlighted styrofoam litter created by cheap boogie boards.

- We secured extra attention from local TV news outlets - [like this Channel 4 segment](#) - around the post-Fourth of July litter sweep that we typically do with Isle of Palms Police Department - helping to draw attention to the “dirtiest beach day of the year.”
- We are thankful to be featured on the City’s website and see our Facebook posts shared occasionally in the City’s social media.

Continuing efforts around cheap boogie boards



- In early 2024, Susan and IOP Environmental Advisory Board Chairwoman Sandy Brotherton successfully lobbied the IOP Harris Teeter to stop selling a common kind of cheap boogie boards that break apart easily with the potential to unleash hundreds to thousands of styrofoam beads into the environment.

- More recently, Susan has connected with the director of Isle of Palms County Park. She is talking to the all the county beach parks about eliminating this class of boards from the options they sell to park-goers.
- We are targeting a distinguishable kind of board - fabric cover on top, plastic mesh on bottom - crumbly old-school styrofoam inside. All boogie boards contain some kind of foam, but these low-quality boards appear to pose the most threat.
- Susan plans to reach out directly to wholesale distributors of beachgear, starting with one in Myrtle Beach that supplies stores throughout the Southeast, to see if they will eliminate the cheap boards from their offerings.
- We will also try to promote opportunities on IOP to rent boogie boards that are built to last.

Analysis of 2024 IOP Litter Data

Isle of Palms Cleanup Crew uses the South Carolina Aquarium's Litter Journal (an online platform available to the public) to itemize and document the litter we collect, as do other individuals and groups. A large percentage of our data – and the Litter Journal data for IOP – comes from the Front Beach area, which along with the adjacent area for Charleston County Park attracts the most IOP visitors.

Litter Journal Totals & Trends for IOP

Smoking litter continues to decrease on streetscape

- The percentage of recorded beach litter tied to smoking declined from 34% in IOP Cleanup Crew's first year (2018) to 21% in 2021 & 2022. This correlates with increased conversation/awareness around cigarette litter and IOP enacting a ban on smoking at the



beach at the start of 2020.

- From 2022 to 2023, the percentage of litter tied to smoking dropped again on the beach (21 to 16%) and on the streetscape, including parking lots (44 to 39%). This correlates

with the City installing more cigarette receptacles, including Surfrider’s eye-catching “Save Your Butt” canisters, with Environmental Advisory Committee support.

- During 2024, the City made more concerted efforts to empty canisters, and the percentage of litter tied to smoking on the streetscape, where smoking is still legal, dropped 5 points to 34%.
- While the percentage of beach litter tied to smoking stayed constant YOY at 16%, we anticipate a further drop in 2025 if IOP Beach Services Officers continue to issue warnings and tickets for smoking on the beach, as they began to do mid-summer 2024.
- Working more with Front Beach businesses to increase available receptacles on their properties and encourage proper litter disposal could help continue the downward trend on the streetscape. Sandy Brotherton worked on this previously for the EAC.
- Cigarette litter is still the #1 litter item documented for the streetscape. It dropped to #2 on the beach in 2023 and remained there for 2024.

IOP’s Litter Journal count dropped noticeably in 2024 with less “solo” sweeps by Beach Santa

For nearly a decade, Howard Hogue (Beach Santa) has devoted a significant amount of his time to independently collect litter on Isle of Palms for free, and in 2018, he began to document that with the Litter Journal. He continues this practice, but is steering more time to other parts of the Lowcountry, and early last year, he had a heart attack, which initially slowed him down.

While the total 2024 litter count for IOP in the Litter Journal showed a YOY drop of 7,826 items, an 11% dip, Howard’s IOP totals dropped by 9,566 as he did less than half the number of “solo” litter sweeps on IOP as he did the year before. The City of Isle of Palms should factor this into their efforts to increase paid litter collection in the Front Beach area.

A look at the relative volunteer level of effort

This snapshot looks at counts from volunteers in similar group efforts for comparison purposes and can indicate changes in the amount of litter over time. The 2022 to 2023 drop was likely influenced by the notable drops in the % of our litter count tied to smoking on both the beach and

the streetscape - declining smoking litter may mean declining litter overall, though there is little



change from 2023 to 2024.

- 2022: 60,487 debris items were removed by 1,382 group volunteers (43.7 debris/volunteer LOE)
- 2023: 48,786 debris items were removed by 1,339 group volunteers (36.4 debris/volunteer LOE)
- 2024: 51,786 debris items were removed by 1,409 group volunteers (36.7 debris/volunteer LOE)

We can't track this but know many groups and individuals collect litter on their own without recording in the Litter Journal. With growing awareness and initiatives that include the Fill A Bag bucket tree at Front Beach, untracked efforts have likely increased and influence the litter amounts our volunteers encounter.

IOP Litter Data Totals

61,933 litter items documented for Isle of Palms (IOP), according to total Litter Journal data for 2024. That's down 7,826 from 69,759 litter items in 2023, likely due to the dip in litter sweeps by Beach Santa.

6,900 litter items (11% of total) removed by Howard Hogue (aka Beach Santa) in 23 "solo" sweeps (2 Beach sweeps, 21 Roadside sweeps). That's less than half his litter sweeps (52) and his litter count (16,446) in 2023.

51,786 litter items (84%) removed by IOP Cleanup Crew & friends, including 4 SC Aquarium-led sweeps. In total: 41 group sweeps (9 private groups, 4 off-season monthly sweeps, 6 Spring sweeps, 11 Monday Night Summer sweeps, and 11 Summer Breakfast Club sweeps). That reflects 1,409 recorded instances of volunteering, most for 30-60 minutes.

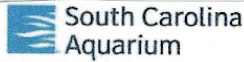
46,497 items (75%) involve some type of plastic. That includes cigarette butts, which have plastic threads. All other material types were found in much lower quantities (Paper - 12%, 7,202; Metals - 4%, 2,452; Glass - 1%, 655; Other items [clothes, wood & construction debris, fireworks, etc.] at 8%, 4,927).

41,512 litter items removed from beach habitat. Of these items, **16% (6,467)** were some form of smoking debris (cigarette filters, cigar tips, eCig parts).

20,421 litter items removed from roadside, parking lots, and developed areas of the island. Of these items, **34% (6,902)** were smoking debris.

Beach Top 15 Littered Items (87% of all beach litter)	
Plastic Food Wrappers + Film	7009
Cigarettes + Filters	6070
Paper + Cardboard	4535
Plastic Caps + Lids	3345
Other Plastic	2359
Plastic Fragments (rigid)	2218
Clothing, Shoes + Fabric	1805
Styrofoam (other)	1706
Plastic Straws	1526
Plastic Straw Wrappers	1381
Other Items (please list)	1056
Plastic Toys	955
Fireworks	839
Plastic Cups, Plates, etc.	718
Plastic Bottles	670

Streetscape Top 15 Littered Items (93% of streetscape litter)	
Cigarettes + Filters	6642
Paper + Cardboard	2639
Plastic Food Wrappers + Film	2173
Plastic Straws	1702
Plastic Caps + Lids	1031
Other Plastic	752
Other Metals	669
Plastic Cups, Plates, etc.	565
Plastic Fragments (rigid)	528
Clothing, Shoes + Fabric	388
Plastic Straw Wrappers	362
Glass Bottles + Fragments	356
Beverage Cans (aluminum)	349
Plastic Bottles	299
Other Medical Supplies	211



Litter Journal Report

Input data and photos: <https://www.anecdata.org/projects/view/122>

Name(s): _____ Number of Participants: _____
Location: _____ Habitat: _____ Date: _____ Duration: _____

When possible, include descriptions/brands!

Plastics

Bags –Non-Retail: _____
Bags – Retail: _____
Bottles: _____
Caps/Lids: _____
Food Wrappers/Film: _____

Fragments (rigid): _____
Straws/Stirrers: _____
Straw Wrappers: _____
Styrofoam (food/drink): _____

Styrofoam (other): _____

Toys: _____
Cups/Plates (etc): _____
Utensils: _____
Other Plastics (list): _____

Smoking-related Items

Cigarettes/Filters: _____

Cigars/Tips: _____
Electronic Cigarette Parts: _____
Lighters: _____
Tobacco Packaging: _____

Balloons:

Medical Supplies/Personal Hygiene

Band-Aids/Gauze: _____ Condoms: _____
Diapers: _____ Masks: _____
Other (list): _____

Metals

Beverage Cans (aluminum): _____

Food Cans (tin/steel): _____
Other Metals (list): _____

Miscellaneous Items

Batteries: _____
Clothing/Shoes/Fabric: _____
Fireworks: _____
Paper/Cardboard: _____

Rubber (hard/foam): _____
Other Items (list): _____

Dumping of Large Items

Appliances (list): _____
Full Trash Bags: _____ Car Parts: _____
Tires/Tire Pcs: _____
Building Materials: _____

Fishing Gear

Fishing Line/Nets: _____ Rope: _____
Other (hooks, lures, etc.): _____

Glass

Bottles/Fragments: _____
Other (list): _____

Special IOP Tally

Sandbags: _____ Plastic sandbag threads _____
Boogie boards (note if broken): _____

ORDINANCE 2025-01

AN ORDINANCE TO AMEND TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING STANDING, AND PARKING OF VEHICLES, ARTICLE A, GENERAL PROVISIONS, SECTIONS 8-2-5, 8-2-12, 8-2-15, 8-2-16, AND 8-2-19 OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.

WHEREAS, City Council finds that it is in the best interests of the public and desirable for the welfare of its government and affairs to contract with a private entity to administer the City's parking ordinances and programs;

WHEREAS, City Council finds that parking administration is a complex and time-consuming task that has placed undue administrative burdens on municipal staff;

WHEREAS, City Council finds that contracting with a private contractor for parking administration allows it to allocate resources more efficiently, permits law enforcement personnel to focus on priority public safety responsibilities, and reduces response times for calls for service;

WHEREAS, the City is solely responsible for establishing parking rules, regulations, violations, and the rates for its paid parking program, including parking fees, permit fees, and fines for violations, and has determined that contracting with a parking contractor to perform administrative functions is the most effective means to carry the City's parking ordinances into effect while maintaining sufficient supervision and control over the contractor's operations;

WHEREAS, the City, through use of a contract, shall maintain sufficient supervision and control of any parking contractor to ensure that said parking contractor performs administrative functions to carry the City's parking ordinances into effect;

WHEREAS, City Council finds that contracting with a private contractor for parking administration allows the City to allocate resources more efficiently and allows municipal staff to devote additional time to the City's core government functions and high-priority responsibilities;

WHEREAS, the City Council finds that contracting with a private contractor for parking administration allows it to avoid significant costs associated with hiring and training internal staff and investing in sophisticated parking technology systems, thereby allowing for more efficient allocation of municipal resources and freeing up additional funding for local projects and amenities;

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WHEREAS, City Council finds that contracting with a private contractor for parking administration is in the interest of public health, safety, welfare, convenience and necessity, and thus for a public purpose;

WHEREAS, the Isle of Palms City Council has the authority to amend its Code of Ordinances when it deems it to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of parking; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, that Sections 8-2-5, 8-2-12, 8-2-15, 8-2-16, and 8-2-19 of the Isle of Palms Code of Ordinances are hereby amended to specifically read as follows:

SECTION 1. That 8-2-5, 8-2-12, 8-2-15, 8-2-16, and 8-2-19 of the Isle of Palms Code of Ordinances be amended to state:

Sec. 8-2-5. Passenger and loading zones.

- (a) No person shall stop, stand, or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger zone, by signage or a white painted curb, during the hours when the regulations applicable to such passenger zones are effective, and then only for a period not to exceed five (5) minutes.
- (b) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of commercial materials in any place marked as a loading zone. The provisions of this paragraph shall be in effect twenty-four (24) hours a day, seven (7) days a week unless an official sign regulating stopping, standing or parking in a loading zones states otherwise. Any vehicle found in violation of this section will be towed or otherwise removed by or at the direction of the Police Department, and the owner of the vehicle shall be responsible for all towing, removal and storage costs arising therefrom in addition to any penalties imposed pursuant to section 8-2-14.

Sec. 8-2-12. Parking Contractors and Notice of Parking Violations.

- (a) The City may contract with a private entity (hereinafter referred to as a “parking contractor”) to assist the City with administering and enforcing the City’s parking ordinances and programs. The City, through use of a contract, shall maintain sufficient supervision and control of the parking contractor to ensure that the parking contractor only performs administrative functions to carry the City’s parking ordinances into effect.
- (b) The Parking contractor shall administer the City’s parking program at the direction of the City and in accordance with the City’s parking ordinances. The City shall be solely responsible for establishing parking rules, regulations, violations, and the rates for its paid parking program, including parking fees, permit fees, and fines for violations.
- (c) Pursuant to S.C. Code 1976, § 5-7-32, City Council authorizes the Chief of Police to appoint employees of the parking contractor as code enforcement officers to administer

and enforce the City's parking ordinances and programs. Code enforcement officers employed by the parking contractor may issue parking citations, collect payments, and perform other administrative duties as approved by City Council and in accordance with South Carolina law. Any employees of the parking contractor appointed as code enforcement officers shall not have the power of custodial arrest, and the City shall maintain sufficient supervision and control over any code enforcement officers by virtue of the contract with the parking contractor.

- (d) Any employees of the parking contractor appointed as code enforcement officers whose duties include parking enforcement activities, including the issuance of parking citations or collection or handling of money, shall:
 - (1) undergo criminal background checks and drug testing to be conducted by the parking contractor. The results of the background checks and drug tests shall be provided to the Chief of Police; and
 - (2) undergo a training program approved by the Chief of Police before they undertake any enforcement activities.
- (e) All employees of the parking contractor must be appointed as code enforcement officers and approved by the Chief of Police before they engage in any parking enforcement activities, and their approval to engage in these activities can be withdrawn by the Chief of Police or City Council at any time.
- (f) The parking contractor shall not be entitled to any revenues generated by way of parking fines, parking citations, boot fees, or immobilization fees.
- (g) Pursuant to S.C. Code 1976, § 56-7-80(G), a notice of violation of this article may be issued in the form of a parking citation by any police officer or other person appointed as a code enforcement officer. A copy of the parking citation shall be issued by placing it on the windshield of an illegally parked vehicle in a prominent place thereon. No parking citations shall be issued for violations of S.C. Code 1976, § 16-11-760, which requires the issuance of a uniform traffic ticket.
- (h) The parking citation must cite only one violation and must contain at least the following information:
 - (1) The state, license plate number, and make of the vehicle in violation of this article;
 - (2) The name and title of the person issuing the citation;
 - (3) The date and time when the citation was issued;
 - (4) The nature and description of the parking violation observed;
 - (5) The date, time and location of the hearing; and
 - (6) Information advising the owner/operator of the vehicle that they must admit the violation and pay the penalty set forth in section 8-2-14 or deny the violation and appear at the hearing in Municipal Court on the date and time provided on the

citation, and advising that failure to do so may result in impoundment or immobilization of the vehicle.

- (i) The parking citation must be filed with the Municipal Court and may be disposed of only by official action of the Court or by payment of the fine. It shall be unlawful for any person to alter or destroy any parking citation issued under this article except in a manner consistent with this article and State law.

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 \$100.00 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).

Sec. 8-2-16. Immobilization and impoundment of vehicles.

- (a) A police officer or any other person designated by the Chief of Police may immobilize by the use of vehicle immobilization equipment any vehicle which is identified as a public nuisance pursuant to section 8-2-15.
- (b) When attaching vehicle immobilization equipment to a vehicle, the officer shall affix notice to the windshield or other part of the vehicle so as to be ready visible. The notice shall:
 - (1) Warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle;
 - (2) State the total amount of fines due for parking tickets which are overdue and unpaid that are attributable to such vehicle, in addition to an immobilization fine;
 - (3) List the address and telephone number to be contacted to pay the charges to have the vehicle immobilization equipment removed; and
 - (4) Warn that after forty-eight (48) hours, towing will occur.
- (c) The owner of an immobilized vehicle shall be subject to an immobilization fine of \$100.00 for the immobilization, which fee shall be exclusive of any bonds posted or fines imposed.
- (d) Upon payment of all fines, overdue and unpaid parking tickets, and the immobilization fine, the vehicle immobilization equipment shall be removed and the vehicle shall be released to the registered owner or any other person legally entitled to claim possession of the vehicle.
- (e) It shall be unlawful for anyone to remove vehicle immobilization equipment placed on a vehicle pursuant to this section without all fines having first been paid or an approved

payment having been made. The City shall not be responsible for any damage to an immobilized vehicle resulting from unauthorized attempts to free or move the vehicle.

- (f) The City assumes no liability for loss or damage to a vehicle or its contents that has been immobilized or impounded pursuant to this section.
- (g) If the parking fines and the immobilization fine are not paid, or satisfactory arrangements in lieu of payment are not made, within forty-eight (48) hours, the vehicle will be towed and impounded. Towing and storage charges shall be the responsibility of the vehicle owner.
- (h) After the vehicle is towed, the Police Department shall notify in writing by registered or certified mail, return receipt requested, the person in whose name the vehicle was last registered at the last address reflected by the South Carolina Department of Motor Vehicles records that the vehicle is being held and designating the place where it is being held.
- (i) Vehicles which have been towed and impounded will not be released until all unpaid parking citations and immobilization fines have been paid. Vehicles impounded and not claimed within thirty (30) days may be disposed of in accordance with South Carolina state statutes.

Sec. 8-2-19. Golf carts and Low Speed Vehicles (LSVs).

- (a) Notwithstanding any other provision contained in this article to the contrary, golf carts and LSVs are allowed to park along public beach accesses within areas designated by the City for such parking.
- (b) No other vehicle aside from a golf cart or a LSV shall be authorized to park in locations identified by an official sign as a golf cart parking only zone.
- (c) In accordance with S.C. Code 1976, § 43-33-25, persons in possession of a state permit for operation of that golf cart and a handicap placard for its use on the beach are allowed access to the beach. Both permit and placard must be displayed on the golf cart at all times during this particular use.

SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by City Council.

Remainder of Page Left Blank – Signatures to Follow

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE ISLE OF PALMS ON
THE _____ DAY OF _____, 2025.

Phillip Pounds, Mayor

(Seal)

Attest: _____

Nicole DeNeane, City Clerk

ORDINANCE 2025-02

AN ORDINANCE TO AMEND TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING STANDING, AND PARKING OF VEHICLES, ARTICLE C, BEACH PARKING, SECTION 8-2-44 OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.

WHEREAS, the Isle of Palms City Council has the authority to amend its Code of Ordinances when it deems it to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of parking.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, that Section 8-2-44 of the Isle of Palms Code of Ordinances are hereby amended as follows:

SECTION 1. That Section 8-2-44. "Permit; fees." be amended to state:

Sec. 8-2-44. Permits; fees.

No permit or parking fee shall be required to park in the designated beach parking zones. A fee shall be required to park in the Municipal Parking Lots located on Pavilion Drive and on-street on Ocean Boulevard between 10th and 14th Avenues as set by resolution approved by City Council.

SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by City Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE ISLE OF PALMS ON THE _____ DAY OF _____, 2025.

Phillip Pounds, Mayor

(Seal)

Attest: _____

Nicole DeNeane, City Clerk

PARKING MANAGEMENT SERVICES AGREEMENT

STATE OF SOUTH CAROLINA

CITY OF ISLE OF PALMS

THIS PARKING MANAGEMENT SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 2025 (the "Effective Date"), 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.

RECITALS:

WHEREAS, the City has a need for a qualified contractor to provide Parking Management and Enforcement Services and has found that parking administration is a complex and time-consuming task that has placed undue administrative burdens on municipal staff;

WHEREAS, the City has found that contracting with a private contractor for parking administration allows it to allocate resources more efficiently, permits law enforcement personnel to focus on priority public safety responsibilities, and reduces response times for calls for service;

WHEREAS, the City is solely responsible for establishing parking rules, regulations, violations, and the rates for its paid parking program, including parking fees, permit fees, and fines for violations, and has determined that contracting with a parking contractor to perform administrative functions is the most effective means to carry the City's parking ordinances into effect while maintaining sufficient supervision and control over the contractor's operations;

WHEREAS, the City has found that contracting with a private contractor for parking administration allows it to avoid significant costs associated with hiring and training internal staff and investing in sophisticated parking technology systems, thereby allowing for more efficient allocation of municipal resources and freeing up additional funding for local projects and amenities;

WHEREAS, it is well established that a governmental entity may delegate ministerial and administrative functions to a private contractor, so long as the government retains oversight and control, and the South Carolina Attorney General has recognized that while governmental bodies may not delegate quasi-judicial functions, they may properly delegate enforcement and administrative duties through a contractual agreement;

WHEREAS, South Carolina courts have upheld similar arrangements in which municipalities and other governmental entities have contracted with private entities for the operation and management of essential public services, finding such agreements valid where the government retains supervisory authority, including contracts for the management of municipal waterworks, hospitals, and other public services;

WHEREAS, the City has determined that contracting with a private contractor for parking enforcement and administration is in the interest of public health, safety, welfare, convenience, and necessity, and thus serves a valid public purpose;

PARKING MANAGEMENT SERVICES AGREEMENT

WHEREAS, the City has enacted an ordinance amending its Code of Ordinances to reflect these findings, including provisions confirming that the City is solely responsible for establishing and setting parking regulations, violations, and fines, and that a private contractor may be retained to perform administrative functions related to enforcement;

WHEREAS, the City issued an RFP for Parking Management Services (Request for Proposals (RFP) 2023-05, attached hereto as **Exhibit A**), in furtherance of its goal to secure an experienced and qualified contractor to administer and enforce its parking program in a manner consistent with applicable laws, regulations, and policies;

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

WHEREAS, the City, in entering into this Agreement, intends to ensure that the enforcement of its parking ordinances is carried out professionally, consistently, and in a manner that supports the public interest while maintaining compliance with all applicable provisions of the City's Code of Ordinances.

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:

A. General Terms

1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, the City, at its sole discretion, may renew this Agreement for successive one (1) year terms (each, together with the Initial Term, a "Term") by providing written notice of renewal to the other party at least ten (10) calendar days prior to the expiration of the then-current Term. If the City does not provide such notice, this Agreement shall automatically terminate at the end of the then-current Term.
2. This Agreement shall not be assigned nor subcontracted by Contractor in whole or in part without the prior written consent of City. Any attempt to assign or subcontract this Agreement without such consent shall be deemed null and void.
3. System (as hereinafter defined) 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 (as hereinafter defined) in accordance with all laws and governmental regulations, including but not limited to, the Code of Ordinances of the City of Isle of Palms, as amended by Ordinance 2025-01. Contractor shall have no discretionary authority in the interpretation or application of any City ordinances, policies, or procedures and shall strictly adhere to the direction and requirements established by the City. Any matter requiring interpretation, discretion, or decision-making authority shall be promptly referred to the City for final determination.
4. 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 (as hereinafter defined) in a manner consistent

PARKING MANAGEMENT SERVICES AGREEMENT

with satisfying, as efficiently as possible, the operating requests and expectations of City which are detailed in the City's RFP.

5. 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 should be accompanied with a cover letter providing an Executive Summary of the previous month to highlight activities and items that vary substantially from the budget.

B. 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.

C. Relationship and Management Fee

1. Contractor has been authorized as the exclusive manager of the System and shall operate the System strictly at the direction of the City. Contractor acknowledges and agrees that it has no independent decision-making authority related to parking policy, enforcement, discretionary matters, or any aspect of ordinance administration beyond the scope of duties expressly set forth in this Agreement. Contractor's role is strictly administrative, and any matter requiring interpretation, policy determination, or discretion shall be referred to the City for resolution. Contractor shall not modify, alter, or exercise judgment regarding any aspect of the City's parking ordinances, enforcement procedures, or policies.

2. Operating Payment by Contractor to City.

- a. In return for the right to administer the System, Contractor shall retain thirty-four percent (34%) of the total Gross Parking Revenues (as hereinafter defined). Contractor shall remit to the City an "Operating Payment" equal to sixty-six percent (66%) of the total Gross Parking Revenue. The first Operating Payment shall be due 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.
- b. "Gross Parking Revenues" shall be defined as and include only parking fees and permit fees collected from the System. Gross Parking Revenues shall **expressly exclude** all parking citation

PARKING MANAGEMENT SERVICES AGREEMENT

finer, boot fees, immobilization fees, and any other penalties or fines associated with parking enforcement actions. Contractor shall have no claim, entitlement, or right to any revenue generated from parking citations, penalties, fines, or enforcement actions, all of which shall be solely retained by the City. While Contractor shall be responsible for collecting parking citation fines, boot fees, immobilization fees, and other penalties in accordance with Ordinance 2025-01, all such revenue shall be remitted in full to the City as directed by the City. Convenience fees assessed by third-party technology providers shall be excluded from the calculation of Gross Parking Revenues.

- c. The calculation of the monthly Operating Payment shall be based upon total Gross Parking Revenues, less applicable taxes and credit card processing fees.
- d. Contractor shall make the Operating Payment to the City ACH to a bank account of the City's designation.
- e. Any reduction in the number of parking spaces or parking rates in the System during the Term of the Agreement shall result in an equitable corresponding reduction in the Operating Payment calculation.

3. Independent Contractor.

In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Contractor is acting solely as an independent contractor and is not a partner, joint venture, or employee of the City. Contractor acknowledges and agrees that neither it nor its employees or agents shall have any right, power, or authority to incur, and shall not incur, any financial obligation, legal obligation, liability, or other obligation on behalf of or binding upon the City. Contractor's authority is strictly limited to the ministerial administration of parking services in accordance with this Agreement and the directives of the City. Any action, determination, or modification beyond the scope of ministerial administration must be referred to the City for decision-making, and Contractor shall take no action on discretionary matters unless expressly authorized in writing by the City. Nothing herein shall diminish the right of Contractor to receive reimbursement from the City for preapproved reimbursable Operating Expenses as set forth in this Agreement. However, the City shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses incurred by the Contractor.

4. Pursuant to Section 8-2-12(c) of the City's Code of Ordinances, the Chief of Police shall have the sole authority to appoint certain employees of the Contractor as code enforcement officers to assist in enforcing the City's parking ordinances and programs. These employees shall not have the power of custodial arrest and shall operate solely under the City's direction and supervision. All employees of the Contractor designated as code enforcement officers shall:

- a. Be appointed and approved by the City's Chief of Police before engaging in any parking enforcement activities. The Chief of Police and City Council shall have the right to revoke this appointment at any time, with or without cause.
- b. Undergo a criminal background check and drug testing conducted by the Contractor, with results submitted to the Chief of Police prior to appointment, such that no employee shall perform enforcement duties until these screening requirements have been met and the appointment has been confirmed by the Chief of Police.

PARKING MANAGEMENT SERVICES AGREEMENT

- c. Complete a City-approved training program before engaging in any enforcement activities. The training program shall be designed and approved by the Chief of Police to ensure that code enforcement officers are fully informed of and compliant with all City parking regulations and enforcement protocols.
- d. Not engage in any discretionary decision-making related to the issuance, adjudication, modification, or dismissal of parking citations. Code enforcement officers shall not have the authority to alter citations, exercise independent judgment in determining penalties, or engage in any prosecutorial function. Any question of interpretation or discretionary enforcement shall be referred to the City for a final determination.
- e. Not be employed as a code enforcement officer in any other municipality during their tenure under this Agreement. Contractor shall ensure strict compliance with South Carolina law regarding dual office holding to prevent any conflict of interest or jurisdictional issues.
- f. Operate exclusively within the jurisdiction of the City of Isle of Palms and enforce only City ordinances. Code enforcement officers shall not enforce any state law violations except as explicitly authorized by the City and permitted under South Carolina law.
- g. Wear City-approved uniforms or identification when performing enforcement duties to ensure clear identification as City-authorized personnel. The appearance, conduct, and professionalism of code enforcement officers shall be subject to City oversight and review.
- h. Follow all directives issued by the Chief of Police regarding enforcement priorities, operational procedures, and citation issuance. The Contractor shall not set policy or determine enforcement strategies but shall strictly adhere to City instructions.

5. Contractor shall be responsible for payment of its business income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.

6. 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.

D. Scope of Work

1. Contractor agrees to operate the System in a high-quality and efficient manner following industry-standard best practices and all applicable laws, including local ordinances.

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 sufficient staffing levels to ensure effective operations, including additional personnel as needed to accommodate special events and other circumstances. All staff shall present themselves professionally, maintain good hygiene, and wear neat and clean uniforms.

PARKING MANAGEMENT SERVICES AGREEMENT

3. Contractor shall provide ongoing job skills, customer service, and enforcement-related training to all employees throughout the term of this Agreement, with the scope of training programs subject to City review.
4. Contractor acknowledges that all parking fees, fines, and permit fees shall be set exclusively by the City. The City will provide the Contractor with at least thirty (30) days' written notice of any changes to parking rates or permit fees.
5. Contractor shall manage the System in a professional manner, ensuring a high level of customer service and adherence to the City's parking policies.
6. The City will purchase and retain ownership of all parking meters utilized for fee collection within the System. The City shall turn over to the Contractor, at the commencement of this Agreement, parking meters that are in good working order and fully operational. Any spare parts owned by the City at the start of this Agreement shall be provided to the Contractor for maintenance purposes. The meters must print receipts or provide proof of payment for citation disputes (though receipts may not necessarily be required for display or enforcement).
7. Contractor shall be responsible for maintenance and repair of the City's parking meters at its own expense, ensuring they meet professionally accepted standards. Maintenance shall include regular inspections, rust prevention, and repainting where necessary. In the event a meter requires replacement, Contractor shall notify the City promptly and provide a contingency plan to maintain parking operations. Contractor shall assist the City in disconnecting and storing meters prior to storms when necessary.
8. Contractor shall secure its own electronic payment processing system compatible with the City's parking meters. Transaction fees shall not exceed 5%, and the Contractor shall strive to maintain transaction fees at 3% or lower where feasible.
9. Parking Enforcement & Citation Management Duties
 - a. Contractor shall support the City's enforcement of parking regulations by ensuring proper issuance and processing of citations in accordance with City ordinances. Contractor shall not exercise independent enforcement authority beyond the administrative functions set forth in this Agreement.
 - b. Contractor shall issue parking citations strictly in accordance with City ordinances and under the authority of the Chief of Police.
 - c. Contractor shall not modify, alter, dismiss, or adjudicate any citation but shall only administer citation processing in compliance with Ordinance 2025-01.
 - d. Contractor may utilize or procure a citation processing system, provided that it meets all City requirements and operates under City oversight.
 - e. Contractor shall not engage in prosecution but shall provide personnel as witnesses for contested citations in City municipal court.
 - f. Contractor shall assist in immobilization procedures under City direction and secure pre-approved self-releasing immobilization technology for use. The City-approved Immobilization Fee collected from customers shall be remitted in full to the City.

PARKING MANAGEMENT SERVICES AGREEMENT

10. Contractor shall be responsive to City requests regarding parking-related assistance, including public safety and emergency matters.
11. Contractor shall administer the City's annual residential and paid non-residential parking permit program in accordance with City policies.
12. 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 sufficient office space available for Contractor.
13. Contractor shall maintain a City-approved parking website, providing public information and promoting the System. The City shall retain approval authority over all website content.
14. Other Requirements of Contractor:
 - a. Contractor shall obtain and maintain all necessary state and local licenses required to operate within the City of Isle of Palms.
 - b. Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Civil Rights Act, ADA, Fair Labor Standards Act, Family and Medical Leave Act, and all unemployment and workers' compensation laws.

E. Revenue

1. Contractor shall collect all revenues from the System, including parking fees and permit fees. However, all citation fines, boot fees, immobilization fees, and penalties shall be remitted in full to the City. Contractor shall have no entitlement or claim to any portion of citation-related revenue.
2. 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.
3. 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.
4. All parking permit receipts will be remitted to an address determined by the Contractor and deposited into the Contractor's bank account.
5. Contractor shall propose strategic revenue-generating opportunities, including optimizing the use of underutilized spaces, maximizing lot capacity, and adjusting pricing structures based on seasonal demand. Such strategic proposals shall be approved by the City prior to implementation. Any modifications to pricing or revenue strategies shall remain subject to the limitations established by the City under this Agreement, as well as any applicable City Resolutions or Ordinances.

F. Operating Expenses

1. Contractor shall be responsible for its Operating Expenses required to provide the Scope of Work as detailed in Section D herein, including 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.

PARKING MANAGEMENT SERVICES AGREEMENT

2. City shall be responsible for its Operating Expenses, including structural repairs and maintenance of the parking lots, roadways, sidewalks, and curbs. 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.

G. 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 following audits/reviews performed by personnel not involved with the System on a routine basis; the findings of which, shall be provided to the City.

H. 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 at the lots.

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.

I. Information Technology

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.

PARKING MANAGEMENT SERVICES AGREEMENT

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 full ownership and access to all parking data generated by the System. Contractor shall not sell, transfer, or grant access to third parties without prior written consent from the City.
5. Contractor shall be designated as the merchant of record on behalf of the City for credit card transactions within the System and shall assume all associated responsibilities for payment processing compliance. All transaction records shall be fully accessible to the City upon request, and Contractor shall not retain or use any transaction data for purposes outside the scope of this Agreement.

J. 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.
 - 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.

K. Indemnification

1. Except as provided in Paragraph K(2) below, Contractor does hereby agree to indemnify and save City harmless of and from all liability, loss, cost, demands, and expense (including without limitation reasonable

PARKING MANAGEMENT SERVICES AGREEMENT

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 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 further agrees to defend City, at Contractor's sole expense, in any and all 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) 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") as to which a party hereto (the "Indemnitee") has been indemnified by the other party (the "Indemnitor") hereunder, indemnitee shall give indemnitor written notice of, and a reasonable time in which to elect to defend Indemnitee's interests relative to, the Indemnified Claim; however, that in the event Indemnitor does not elect within a reasonable time to assume said defense, Indemnitee shall be free to do so without in any manner reducing, altering or impairing Indemnitor's obligations relative to the Indemnified Claim by reason of the foregoing provisions of this Paragraph. If Indemnitor assumes and diligently pursues the defense of the Indemnified Claim, Indemnitee agrees not to enter into any settlement or compromise of same without Indemnitor's prior written consent.

L. Health and Safety

1. Contractor acknowledges that it has been retained by the City strictly for the ministerial administration of the System and related services. While Contractor shall comply with all applicable health, safety, security, and environmental regulations in the performance of its duties, the City retains ultimate control over all policies related to the safety and operations of the System. Contractor shall not make independent safety or operational determinations and shall immediately report any safety concerns, hazards, or incidents to the City for direction.

2. Contractor is not a security provider and shall not be responsible for security services, law enforcement, or public safety functions under this Agreement. Contractor shall not take any actions related to security beyond those expressly authorized in writing by the City and shall defer all security-related matters to law enforcement or other designated City personnel.

M. Penalties and Termination

1. The City may cancel this Agreement for any reason 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.

PARKING MANAGEMENT SERVICES AGREEMENT

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 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.

N. Other

1. It is understood and agreed that this Agreement shall be binding upon and inure to the benefits 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 contractual provisions.

3. The terms of this Agreement shall be modified only by a written addendum signed by both City and Contractor.

4. 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.

5. Notwithstanding anything herein to the contrary, if for any reason any provision of Ordinance 2025-01 (8-2-12 as amended) or this Agreement is found to be unlawful, invalid, or otherwise unenforceable by a court of competent jurisdiction, this Agreement shall be rendered void ab initio, and neither party shall have any further obligations hereunder, except that any sums lawfully due for services performed prior to such a determination shall be paid in accordance with the provisions of this Agreement.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution of this Agreement via electronic means, including scanned or electronic signatures, shall have the same legal effect as an original signature.

7. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein and are acknowledged by the Parties as true, correct, and material to their understanding of the Agreement.

O. 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:

PARKING MANAGEMENT SERVICES AGREEMENT

To City:

City of Isle of Palms
Attn: City Manager
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.

[Signature Page Follows]

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

WITNESSES: PCI MUNICIPAL SERVICES, LLC.

Date: _____

By: Brian Kern, President

Its: President & Owner

WITNESSES: CITY OF ISLE OF PALMS

PARKING MANAGEMENT SERVICES AGREEMENT

Date: _____

By:

Its: City Administrator

PARKING MANAGEMENT SERVICES AGREEMENT

EXHIBIT A

RFP

PARKING MANAGEMENT SERVICES AGREEMENT

EXHIBIT B

PCI Municipal Services Proposal

PARKING MANAGEMENT SERVICES AGREEMENT

STATE OF SOUTH CAROLINA

CITY OF ISLE OF PALMS

THIS PARKING MANAGEMENT SERVICES AGREEMENT ("Agreement") is made this _____ day of January, 2023, _____, 2025 (the "Effective Date"), 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.

RECITALS:

WHEREAS, the City has a need for a qualified contractor to provide Parking Management and Enforcement Services and has found that parking administration is a complex and time-consuming task that has placed undue administrative burdens on municipal staff;

WHEREAS, the City has found that contracting with a private contractor for parking administration allows it to allocate resources more efficiently, permits law enforcement personnel to focus on priority public safety responsibilities, and reduces response times for calls for service;

WHEREAS, the City is solely responsible for establishing parking rules, regulations, violations, and the rates for its paid parking program, including parking fees, permit fees, and fines for violations, and has determined that contracting with a parking contractor to perform administrative functions is the most effective means to carry the City's parking ordinances into effect while maintaining sufficient supervision and control over the contractor's operations;

WHEREAS, the City has found that contracting with a private contractor for parking administration allows it to avoid significant costs associated with hiring and training internal staff and investing in sophisticated parking technology systems, thereby allowing for more efficient allocation of municipal resources and freeing up additional funding for local projects and amenities;

WHEREAS, it is well established that a governmental entity may delegate ministerial and administrative functions to a private contractor, so long as the government retains oversight and control, and the South Carolina Attorney General has recognized that while governmental bodies may not delegate quasi-judicial functions, they may properly delegate enforcement and administrative duties through a contractual agreement;

WHEREAS, South Carolina courts have upheld similar arrangements in which municipalities and other governmental entities have contracted with private entities for the operation and management of essential public services, finding such agreements valid where the government retains supervisory authority, including contracts for the management of municipal waterworks, hospitals, and other public services;

WHEREAS, the City has determined that contracting with a private contractor for parking enforcement and administration is in the interest of public health, safety, welfare, convenience, and necessity, and thus serves a valid public purpose;

PARKING MANAGEMENT SERVICES AGREEMENT

WHEREAS, the City has enacted an ordinance amending its Code of Ordinances to reflect these findings, including provisions confirming that the City is solely responsible for establishing and setting parking regulations, violations, and fines, and that a private contractor may be retained to perform administrative functions related to enforcement;

WHEREAS, the City issued an RFP for Parking Management Services (Request for Proposals (RFP) 2023-05), (attached hereto as ~~an Exhibit A~~), in furtherance of its goal to secure an experienced and qualified contractor to administer and enforce its parking program in a manner consistent with applicable laws, regulations, and policies;

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

WHEREAS, the City ~~and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.~~, in entering into this Agreement, intends to ensure that the enforcement of its parking ordinances is carried out professionally, consistently, and in a manner that supports the public interest while maintaining compliance with all applicable provisions of the City's Code of Ordinances.

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:

A. General Terms

1. The term of this Agreement shall commence on ~~March 1, 2023,~~the Effective Date and shall ~~continueremain~~ in effect for ~~a period of three (3) years from the said commencement date, subject to the rights of termination detailed herein~~an initial term of one (1) year (the "Initial Term"). Upon expiration of the ~~initial Term, the parties may mutually agree to extend the Agreement for an additional two (2) year term.~~Initial Term, the City, at its sole discretion, may renew this Agreement for successive one (1) year terms (each, together with the Initial Term, a "Term") by providing written notice of renewal to the other party at least ten (10) calendar days prior to the expiration of the then-current Term. If the City does not provide such notice, this Agreement shall automatically terminate at the end of the then-current Term.

2. This Agreement shall not be assigned nor subcontracted by Contractor in whole or in part without the prior written consent of City. Any attempt to assign or subcontract this Agreement without such consent shall be deemed null and void.

3. System (as hereinafter defined) 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 (as hereinafter defined) in accordance with all laws and governmental regulations, including but not limited to, the Code of Ordinances of the City of Isle of Palms, as amended by Ordinance 2025-01. Contractor shall have no discretionary authority in the interpretation or application of any City ordinances, policies, or procedures and shall strictly adhere to the direction

PARKING MANAGEMENT SERVICES AGREEMENT

and requirements established by the City. Any matter requiring interpretation, discretion, or decision-making authority shall be promptly referred to the City for final determination.

4. 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 (as hereinafter defined) 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.

5. 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 should be accompanied with a cover letter providing an Executive Summary of the previous month to highlight activities and items that vary substantially from the budget.

AB. 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.

BC. Relationship and Management Fee

1. Contractor has been authorized as the exclusive manager of the City Parking Program ("System") and shall operate the System strictly at the direction of the City. Contractor acknowledges and agrees that it has no independent decision-making authority related to parking policy, enforcement, discretionary matters, or any aspect of ordinance administration beyond the scope of duties expressly set forth in this Agreement. Contractor's role is strictly administrative, and any matter requiring interpretation, policy determination, or discretion shall be referred to the City for resolution. Contractor shall not modify, alter, or exercise judgment regarding any aspect of the City's parking ordinances, enforcement procedures, or policies.

2. Operating Payment by Contractor to City.

PARKING MANAGEMENT SERVICES AGREEMENT

- a. In return for the right to ~~retain all Parking Revenue generated from~~ administer the System, Contractor shall ~~pay~~ retain thirty-four percent (34%) of the total Gross Parking Revenues (as hereinafter defined). Contractor shall remit to the City an "Operating Payment". ~~The Operating Payment shall be~~ equal to ~~seventy-six~~ sixty-six percent (~~76~~ 66%) of the total Gross Parking Revenue. The first ~~payment hereunder~~ Operating Payment shall be due 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 shall include all parking fees, permit fees, boot 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. "Gross Parking Revenues" shall be defined as and include only parking fees and permit fees collected from the System. Gross Parking Revenues shall expressly exclude all parking citation fines, boot fees, immobilization fees, and any other penalties or fines associated with parking enforcement actions. Contractor shall have no claim, entitlement, or right to any revenue generated from parking citations, penalties, fines, or enforcement actions, all of which shall be solely retained by the City. While Contractor shall be responsible for collecting parking citation fines, boot fees, immobilization fees, and other penalties in accordance with Ordinance 2025-01, all such revenue shall be remitted in full to the City as directed by the City. Convenience fees assessed by third-party technology providers shall be excluded from the calculation of Gross Parking Revenues.
- c. ~~b.~~ The calculation of the monthly Operating Payment shall be based upon total Gross ~~revenues~~ Parking Revenues, less applicable taxes and credit card processing fees.
- d. ~~c.~~ Contractor shall make the Operating Payment to the City ACH to a bank account of the City's designation.
- e. ~~d.~~ Any reduction in the number of parking spaces or parking rates in the System during the Term of the Agreement shall result in an equitable corresponding reduction in the Operating Payment calculation.

3. Independent Contractor.

In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Contractor is acting solely as an independent contractor, and ~~Contractor~~ is not a partner, ~~joint-venture partner~~ joint venture, or employee of the City. Contractor acknowledges and agrees that neither it, nor its employees or agents shall have any right, power, or authority to incur, and ~~will~~ shall not incur, any financial obligation, legal obligation, ~~or~~ liability, or other obligation on behalf of, or binding upon the City. Contractor's authority is strictly limited to the ministerial administration of parking services in accordance with this Agreement and the directives of the City. Any action, determination, or modification beyond the scope of ministerial administration must be referred to the City for decision-making, and Contractor shall take no action on discretionary matters unless expressly authorized in writing by the City. Nothing herein shall diminish the right of Contractor to receive reimbursement from the City for ~~any~~ preapproved reimbursable Operating Expenses as set forth in this ~~Contract, but~~ Agreement. However, the City shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses incurred by the Contractor.

PARKING MANAGEMENT SERVICES AGREEMENT

4. Pursuant to Section 8-2-12(c) of the City's Code of Ordinances, the Chief of Police shall have the sole authority to appoint certain employees of the Contractor as code enforcement officers to assist in enforcing the City's parking ordinances and programs. These employees shall not have the power of custodial arrest and shall operate solely under the City's direction and supervision. All employees of the Contractor designated as code enforcement officers shall:

- a. Be appointed and approved by the City's Chief of Police before engaging in any parking enforcement activities. The Chief of Police and City Council shall have the right to revoke this appointment at any time, with or without cause.
- b. Undergo a criminal background check and drug testing conducted by the Contractor, with results submitted to the Chief of Police prior to appointment, such that no employee shall perform enforcement duties until these screening requirements have been met and the appointment has been confirmed by the Chief of Police.
- ~~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 relationship with City.~~
- c. Complete a City-approved training program before engaging in any enforcement activities. The training program shall be designed and approved by the Chief of Police to ensure that code enforcement officers are fully informed of and compliant with all City parking regulations and enforcement protocols.
- d. Not engage in any discretionary decision-making related to the issuance, adjudication, modification, or dismissal of parking citations. Code enforcement officers shall not have the authority to alter citations, exercise independent judgment in determining penalties, or engage in any prosecutorial function. Any question of interpretation or discretionary enforcement shall be referred to the City for a final determination.
- e. Not be employed as a code enforcement officer in any other municipality during their tenure under this Agreement. Contractor shall ensure strict compliance with South Carolina law regarding dual office holding to prevent any conflict of interest or jurisdictional issues.
- f. Operate exclusively within the jurisdiction of the City of Isle of Palms and enforce only City ordinances. Code enforcement officers shall not enforce any state law violations except as explicitly authorized by the City and permitted under South Carolina law.
- g. Wear City-approved uniforms or identification when performing enforcement duties to ensure clear identification as City-authorized personnel. The appearance, conduct, and professionalism of code enforcement officers shall be subject to City oversight and review.
- h. Follow all directives issued by the Chief of Police regarding enforcement priorities, operational procedures, and citation issuance. The Contractor shall not set policy or determine enforcement strategies but shall strictly adhere to City instructions.

5. Contractor shall be responsible for payment of its business income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.

PARKING MANAGEMENT SERVICES AGREEMENT

~~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.

CD. Scope of Work

1. Contractor agrees to operate the System in a high-quality and efficient manner following ~~industry standard~~industry-standard best practices, and all applicable laws, including local ordinances.
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~~sufficient staffing levels ~~needed to afford acceptable levels of customer service. This may include, but not be limited to~~ to ensure effective operations, including additional ~~staff~~personnel as needed to accommodate special events and/or other ~~special~~ circumstances. All staff shall present themselves ~~in a professional manner~~professionally, maintain good hygiene, and wear neat and clean uniforms.
3. Contractor shall provide ~~appropriate~~ongoing job skills—and, customer service, and enforcement-related training to all employees ~~on an on-going basis~~ throughout the term of ~~the~~this Agreement, with the scope of training programs subject to City review.
4. Contractor ~~agrees~~acknowledges that ~~the fees charged for all~~ parking ~~in the System~~fees, fines, and permit fees shall be set exclusively by the City. The City will provide the Contractor ~~will be given~~with at least thirty (30) days' written notice of any changes to parking rates or permit fees.
5. ~~Manage~~Contractor shall manage the System in a professional manner ~~with~~, ensuring a high level of customer service and adherence to the City's parking policies.
6. The City will purchase and ~~own~~retain ownership of all parking meters utilized for ~~the~~fee collection ~~of parking fees for~~within the System. The City shall turn over to the Contractor, at the commencement of this Agreement, parking meters that are in good working order and fully operational. Any spare parts ~~for the parking meters that~~owned by the City ~~owns~~ at the ~~commencement~~start of this Agreement shall be ~~turned over to~~provided to the Contractor ~~to utilize in the performance of its duties. The machines for~~ maintenance purposes. The meters must print receipts or ~~other~~provide proof of payment for ~~customer's records and~~ citation disputes (though receipts may not necessarily be required for display ~~and~~or enforcement).
7. Contractor, ~~shall be responsible for maintenance and repair of the City's parking meters~~ at its own expense, ~~must maintain to~~ensuring they meet professionally accepted standards, ~~the City's parking meters, including maintenance and repair. In particular, rust and paint should be addressed regularly.~~

PARKING MANAGEMENT SERVICES AGREEMENT

~~Where a machine must be replaced, contractor must report promptly to the City and make backup option available. Maintenance shall include regular inspections, rust prevention, and repainting where necessary. In the event a meter requires replacement, Contractor shall notify the City promptly and provide a contingency plan to maintain parking operations. Contractor shall work with assist the City to disconnect and store the City's parking in disconnecting and storing meters prior to storms when necessary.~~

8. ~~The contractor must~~ Contractor shall secure ~~their~~ its own electronic payment/~~merchant card vendor that is processing system~~ compatible with the City's parking ~~machines~~ meters. Transaction fees ~~for parking should ideally be 3% or less, but~~ shall not exceed 5%, ~~and the Contractor shall strive to maintain transaction fees at 3% or lower where feasible.~~

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. support the City's enforcement of parking regulations by ensuring proper issuance and processing of citations in accordance with City ordinances. Contractor shall not exercise independent enforcement authority beyond the administrative functions set forth in this Agreement.~~
- b. ~~The contractor is responsible for managing all~~ Contractor shall issue parking citations & violations strictly in accordance with City ordinances and under the authority of the Chief of Police.
- 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.~~
 - c. Contractor shall not modify, alter, dismiss, or adjudicate any citation but shall only administer citation processing in compliance with Ordinance 2025-01.
 - d. Contractor may utilize or procure a citation processing system, provided that it meets all City requirements and operates under City oversight.
 - de. Contractor shall ~~also be prepared to adequately represent their~~ not engage in prosecution but shall provide personnel as witnesses for contested citations at in City municipal court ~~for those customers who choose to contest them.~~
 - ef. Contractor shall ~~be responsible for the immobilization of vehicles per City ordinances. Contractor shall secure~~ assist in immobilization procedures under City direction and secure pre-approved self-releasing immobilization technology from a qualified third-party vendor to be used in the performance of its duties hereunder. ~~The City approved~~ for use. The City-approved Immobilization Fee collected from customers shall be used to pay for this service ~~remitted in full to the City.~~

10. Contractor ~~needs to~~ shall be responsive to ~~timely~~ City requests ~~for parking related~~ regarding parking-related assistance ~~from city staff and, including~~ public safety ~~dispatch and~~ emergency matters.

PARKING MANAGEMENT SERVICES AGREEMENT

11. Contractor shall ~~manage and~~ administer anthe City's annual residential and paid ~~nonresidential~~non-residential parking permit program in accordance with City policies ~~approved by the City~~.

12. 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 sufficient office space available for Contractor.

13. Contractor shall ~~provide a professional~~maintain a City-approved parking website ~~to serve as a source of, providing public~~ information and ~~promotion of~~promoting the System. The City shall ~~have the~~retain approval authority ~~to approve over~~ all website content ~~prior to publication~~.

~~14. Beach Restroom Cleaning—Contractor agrees to provide cleaning services of the City's public beach restrooms.~~

- ~~a) Contractor shall clean and stock the restrooms in the morning each day.~~
- ~~b) Contractor must check restrooms daily (at least one time mid-day) for cleanliness and supplies.~~
- ~~c) All janitorial (cleaning, odor mitigation, etc.) and restroom (toilet paper and paper towels) supplies must be purchased by the Contractor at its expense.~~
- ~~d) Twice per year, Contractor should conduct (through contract or in-house staff) a deep clean of each restroom and thorough maintenance inspection. If Contractor intends to outsource or subcontract either the daily maintenance or the seasonal "deep clean," bid must specify a plan for oversight and costs.~~
- ~~e) City agrees to pay Contractor a monthly Service Fee of \$1,875 for restroom cleaning services. Contractor shall deduct the monthly service fee from the Operating Payment due to the City.~~

~~15~~14. Other Requirements of Contractor:

~~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.~~

~~ca. Maintenance of~~ Contractor shall obtain and maintain all necessary state and local licenses necessary required to operate ~~a business in~~within the City of Isle of Palms.

~~cb. Comply~~ Contractor shall comply with all applicable federal, state, and local laws, ~~ordinances,~~ and regulations, including the Civil Rights Act, ADA, Fair Labor Standards Act, Family and Medical Leave Act, and all unemployment and workers' compensation laws.

~~DE~~DE. Revenue

1. Contractor ~~agrees to~~shall collect ~~or cause to be collected~~ all the revenues from the ~~operation and use of the System. Revenue shall include all sources of revenue~~System, including parking fee payments, ~~parking fees and~~ permit fees. However, all citation fines (including fines collected by a collection agency), boot fees, immobilization fees, but not limited to irregular payments for special events, and any other sources that may occur from time to time throughout the term of the contract. and penalties

PARKING MANAGEMENT SERVICES AGREEMENT

shall be remitted in full to the City. Contractor shall have no entitlement or claim to any portion of citation-related revenue.

~~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.~~

32. 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.

43. 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.

54. All parking permit receipts will be remitted to an address determined by the Contractor and deposited into the Contractor's bank account.

65. Contractor shall ~~consider alternative ways to generate revenue including promoting under-used~~propose strategic revenue-generating opportunities, including optimizing the use of underutilized spaces, maximizing ~~available spaces in each lot, and seasonal pricing. All pricing subject to limits set by the City in the contract or per City Resolution or Ordinance. lot capacity, and adjusting pricing structures based on seasonal demand. Such strategic proposals shall be approved by the City prior to implementation. Any modifications to pricing or revenue strategies shall remain subject to the limitations established by the City under this Agreement, as well as any applicable City Resolutions or Ordinances.~~

EF. Operating Expenses

1. Contractor shall be responsible for its Operating Expenses required to provide the Scope of Work as detailed in Section D herein, including 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 structural repairs and maintenance of the parking lots, roadways, sidewalks, and curbs. 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.

FG. 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.

PARKING MANAGEMENT SERVICES AGREEMENT

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 following audits/reviews performed by personnel not involved with the System on a routine basis; the findings of which, shall be provided to the City.

GH. 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 at the lots.

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.

HI. Information Technology

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~~ full ownership and access to ~~the~~ all parking data generated ~~from~~ by the System. Contractor shall not sell, transfer, or grant access to third parties without prior written consent from the City.

5. Contractor shall be ~~required to be~~ designated as the merchant of record on behalf of the City, ~~and to accept related responsibility, to facilitate acceptance credit card payments throughout System.~~ for

PARKING MANAGEMENT SERVICES AGREEMENT

credit card transactions within the System and shall assume all associated responsibilities for payment processing compliance. All transaction records shall be fully accessible to the City upon request, and Contractor shall not retain or use any transaction data for purposes outside the scope of this Agreement.

H. 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.

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.

I. Indemnification

1. Except as provided in Paragraph **G**(2) below, Contractor does hereby agree to indemnify and save City harmless of and from all liability, loss, cost, 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 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 further agrees to defend City, at Contractor's sole expense,

PARKING MANAGEMENT SERVICES AGREEMENT

in any and all 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) 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") as to which a party hereto (the "Indemnitee") has been indemnified by the other party (the "Indemnitor") hereunder, indemnitee shall give indemnitor written notice of, and a reasonable time in which to elect to defend Indemnitee's interests relative to, the Indemnified Claim; however, that in the event Indemnitor does not elect within a reasonable time to assume said defense, Indemnitee shall be free to do so without in any manner reducing, altering or impairing Indemnitor's obligations relative to the Indemnified Claim by reason of the foregoing provisions of this Paragraph. If Indemnitor assumes and diligently pursues the defense of the Indemnified Claim, Indemnitee agrees not to enter into any settlement or compromise of same without Indemnitor's prior written consent.

KL. Health and Safety

1. Contractor ~~agreesacknowledges~~ that ~~Contractorit~~ has been retained by the 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~~strictly for the ministerial administration of the System and related services. While Contractor shall comply with all applicable health, safety, security ~~and environmental procedures, policies, and guidelines of City, and environmental regulations in the performance of its duties, the City retains ultimate control over all policies related to the safety and operations of the System. Contractor shall not make independent safety or operational determinations and shall immediately report any safety concerns, hazards, or incidents to the City for direction.~~

~~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.~~

~~2. Contractor is not a security provider and shall not be responsible for security services, law enforcement, or public safety functions under this Agreement. Contractor shall not take any actions related to security beyond those expressly authorized in writing by the City and shall defer all security-related matters to law enforcement or other designated City personnel.~~

LM. Penalties and Termination

PARKING MANAGEMENT SERVICES AGREEMENT

1. The City may cancel this ~~Contract~~Agreement for any reason 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 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.

MN. Other

1. It is understood and agreed that this Agreement shall be binding upon and inure to the benefits 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~~contractual 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.~~
43. The terms of this Agreement shall be modified only by a written addendum signed by both City and Contractor.
54. 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.
5. Notwithstanding anything herein to the contrary, if for any reason any provision of Ordinance 2025-01 (8-2-12 as amended) or this Agreement is found to be unlawful, invalid, or otherwise unenforceable by a court of competent jurisdiction, this Agreement shall be rendered void ab initio, and neither party shall have any further obligations hereunder, except that any sums lawfully due for services performed prior to such a determination shall be paid in accordance with the provisions of this Agreement.

PARKING MANAGEMENT SERVICES AGREEMENT

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution of this Agreement via electronic means, including scanned or electronic signatures, shall have the same legal effect as an original signature.

7. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein and are acknowledged by the Parties as true, correct, and material to their understanding of the Agreement.

NO. 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
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~~ bkern@municipalparking.com

2. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of South Carolina.

[Signature Page Follows]

PARKING MANAGEMENT SERVICES AGREEMENT

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

WITNESSES: PCI MUNICIPAL SERVICES, LLC.

Date: _____

By: Brian Kern, President

Its: President & Owner

WITNESSES: CITY OF ISLE OF PALMS

Date: _____

By:

Its: City Administrator

PARKING MANAGEMENT SERVICES AGREEMENT

~~ATTACHEMENT~~EXHIBIT A~~-~~

RFP

PARKING MANAGEMENT SERVICES AGREEMENT

~~ATTACHMENT~~ EXHIBIT B ~~—~~

PCI Municipal Services Proposal

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 2/21/2025 10:29:32 AM	
Style name: Style	
Intelligent Table Comparison: Active	
Original filename: Parking Management Agreement PCI Municipal Services DRAFT January 22, 2024.docx	
Modified DMS: iw://hsblawfirm.cloudimanager.com/HSBDOCS/10637469/2	
Changes:	
Add	206
Delete	177
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	383