Request for Proposals

RFP #2015-03

City of Isle of Palms, South Carolina

Managed Beach Parking Software Vendor

Estimated Timeline – These Dates Are Subject to Change

Advertisement: March 5, 2015

Written Questions to RFP Due: March 19, 2015 at 4:00 PM

Responses to Questions Posted: Week of March 23, 2015

Proposal Due: April 2, 2015 at 10:00 AM

Interviews: Weeks of April 6th and 13th

Recommendation to Council: April 28, 2015

Presentation for Consideration: April 28, 2015

Notice to Proceed: April 29, 2015

Request for Proposals
RFP #2015-03
City of Isle of Palms, South Carolina
Managed Beach Parking Software Vendor

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals from software vendors to facilitate implementation of its SCDOT-approved Managed Beach Parking Program. The request will be awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Documents issued with and including this Request for Proposals:
1) RFP #2015-03
2) Contract to be executed upon award
3) Gantt chart with estimated timeline
4) Letter dated November 24, 2014 to Secretary Oakley of SCDOT from the City of Isle of Palms, including "Concept B" description
5) Parking overlay graphics
6) Letter dated January 9, 2015 to Mayor Cronin of the City of Isle of Palms from SCDOT granting approval

The Isle of Palms is a 7-mile long, 1-mile wide barrier island on the Atlantic Ocean in Charleston County, South Carolina. It has prided itself as being a family beach with approximately 4,500 full-time residents with significantly more year-round visitors who enjoy this high quality community. The island also boasts restaurants, retail businesses, commercial properties, a marina, and recreational land uses.

Because of its beautiful beaches, the City of Isle of Palms is a popular destination for visitors and local residents throughout the year, but particularly during the spring and summer months (mid-May through mid-September) when a significant number of people visit the island. During peak times, the number of visitors can be inundating, causing traffic and parking congestion with the potential of limiting the ability for emergency services to respond. A 2014 study indicated 1,044 cars have occupied on-street parking spaces.

During the summer of 2014, Stantec Consulting Services Inc. performed traffic and parking studies to document these concerns and volume of parkers. This information is available for all interested parties and is found on the City's website: http://www.iop.net/ParkingImprovements.aspx .

Because of these issues and concerns for public safety, the Mayor and Council have decided to pursue a parking management program. The City strives to maintain its status as a beach destination while ensuring that parking is safe and

controlled. Therefore, the City has proposed managing on-street parking on the streets of the island, the majority of which are under South Carolina Department of Transportation's (SCDOT's) jurisdiction. SCDOT has authorized the City of Isle of Palms to manage the on-street parking in SCDOT's rights-of-way.

It is the intention of the City of Isle of Palms (CITY) to contract with a parking software company to assist the CITY with the proposed managed beach parking. The purpose of managed beach parking (MBP) is to provide an appropriate number of on-street parking spaces to manage peak traffic flows and to provide reasonable emergency response times while meeting the current Local Comprehensive Beach Management Plan requirements: http://www.iop.net/departments/LocalComprehensiveBeachManagementPlan.aspx .

Proposals should be submitted to the following:

> Linda Lovvorn Tucker, City Administrator
> City of Isle of Palms
> 1207 Palm Boulevard (Physical)
> Post Office Box 508 (Mailing)
> Isle of Palms, South Carolina 29451

Written questions regarding this RFP which are submitted before 4:00 p.m., local time, on Thursday, March 19, 2015 will be answered in an Addendum that will be published on the City's website under "RFPs and RFQs": http://www.iop.net/departments/rfpsandrfqs.aspx
Questions submitted after this deadline will not be answered. Submit questions via email to Linda Lovvorn Tucker at ltucker@iop.net. It is the responsibility of the proposer to verify receipt of questions by the City. All proposals must include written affirmation of review of any and all Addenda published on the City's website.

The deadline for proposal submission is 10:00 a.m. on Thursday, April 2, 2015. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFP 2015-03 "Managed Beach Parking Software Vendor" and include one (1) hard copy and one (1) electronic copy saved to a compact disc (CD). The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure,

misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

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

Respondents must have or be able to procure an Isle of Palms Business License.

Firms considering submission under this RFP will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFP. The City of Isle of Palms reserves the right to reject any and all proposals and to waive irregularities. A site visit to the designated managed beach parking areas is strongly encouraged.

Parking Program Specifications

1)   The parking software vendor (VENDOR) will design and operate the software for the Managed Beach Parking on behalf of the CITY. The VENDOR will be paid either lump sum with maintenance agreement or paid on an agreed upon transaction fee per parking pass sold or paid by a combination of both. At the discretion of the CITY, the agreement between the CITY and VENDOR will be able to be renewed on an annual basis upon the completion of the initial contract.

2)   The CITY intends for the VENDOR to maintain the ownership of and operate the Managed Beach Parking (MBP) software on behalf of the CITY. The VENDOR will be responsible for correcting any deficiencies or interruptions of the MBP software immediately (within four hours) after notification of a problem – including weekends and holidays. The VENDOR will be responsible for customer support 24 hours a day, 7 days a week. Proposers should indicate if customer service is offered via a live person or electronically or both.

3) The proposed MBP will have different on-street areas of the CITY designated as beach visitor parking, residential parking, and unregulated parking, which are outlined here: http://www.iop.net/ParkingImprovements.aspx . The CITY will develop a database of the vehicles permitted in the resident only areas. The CITY will own the data maintained in the database which cannot be sold, mined, or used by the vendor for any purpose not approved by the CITY. The MBP software shall have the capability to integrate this database as well as permit and distinguish between beach visitor parking and registered residential parkers. The MBP software shall have the capability to accommodate seasonal, weekly, and daily permits at rates established by the CITY.

4) MBP software will allow the public to access the MBP website that directs the parker how to purchase a permit and pay for it online. It is required that the MBP software also have a smartphone application compatible with all major operating systems (i.e. iOS, Android, etc.) that can be downloaded for ease of customer access.

5) MBP will be in operation throughout the peak summer season, generally considered from Memorial Day through Labor Day. The CITY will direct the exact season beginning and ending dates. During the off-season, no on-street parking permits will be required.

6) MBP software must be able to limit the number of seasonal, weekly, and daily passes sold. The maximum number of passes by each type will be set by the CITY, but this must have the flexibility to change throughout the season as the CITY deems necessary, for example during peak weekends.

7) The MBP website and application must be attractive, easy to navigate, and intuitive to the satisfaction of City and designed in a manner where it is clear the MBP is the City of Isle of Palms' Program.

8) While the CITY desires and expects a large majority of the customers using the online site or application to purchase the parking permit online, the CITY plans to allow face-to-face sales of these permits at the Public Safety Building. This feature must be able to be accommodated. Online transactions must comply with Payment Card Industry (PCI) standards as adopted by the Security Standards Council (SSC) at the time of implementation.

9) There is one large municipal lot, one smaller municipal lot, one large county lot, a limited number of private off-street lots, and some hourly parking on Ocean Boulevard (using pay stations) in Isle of Palms' Front

Beach area. These lots and hourly parking spaces would not be included in MBP.

10) MBP will use the vehicle's license plate as the credential for the permitted vehicle. MBP software must be able to allow for customers to re-assign a paid license plate credential upon request.

11) It is intended that the CITY use license plate recognition software and cameras in the enforcement of MBP. The CITY currently uses the *T2 Flex* software as its ticketing software and the MBP software must be compatible with this software.

12) The CITY will handle all enforcement of this on-street parking program with its police staff and, therefore, will not need assistance in the enforcement and adjudication of the parking citations.

13) The CITY intends to implement the MBP program in accordance with the proposed schedule outlined in the Gantt Chart prepared by Stantec Consulting Services, Inc., a copy of which is attached to this RFP. However, such schedule may be modified from time to time by the CITY as conditions so require.

Parking Vendor Selection Process

The CITY desires an open solicitation for MBP software vendors who are fully capable of providing all required services in the designated performance specification. The CITY requests that those interested in being considered for these services provide the CITY with the following information:

1) Letter of Intent from your firm to be considered for this assignment.

2) A description of your firm's background and other similar assignments completed by your firm. It is the strong preference of the CITY that the VENDOR has implemented at least two or more reasonably similar parking management programs in other communities. Please provide a description of these programs with client contact information.

3) A description of your understanding of the work and the tasks you would perform (scope of work) with a detailed schedule.

4) An estimate of the lump sum fee with maintenance fee or transaction fee that would be necessary by your firm.

5) Three performance measurement benchmarks suggested by the vendor.

6) Other information you may deem helpful for the CITY to evaluate your proposal.

STATE OF SOUTH CAROLINA   )   AGREEMENT FOR MANAGED
)   BEACH PARKING SOFTWARE

COUNTY OF CHARLESTON   )

THIS AGREEMENT FOR MANAGED BEACH PARKING SOFTWARE ("Agreement") is made and entered into this ____day of _____, 2015, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation ("City"), and _____ ("Vendor").

WHEREAS, Vendor was the successful proposer under the City's Request for Proposals #2015-03 for Managed Beach Parking Software Vendor; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Vendor pursuant to the proposal.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Vendor agree as follows:

1.   <u>SCOPE OF SERVICES</u>.

A. Vendor agrees to provide all labor, personnel, equipment, tools, materials, supplies, and incidentals which are required to perform all services necessary for the design, implementation and operation of managed beach parking software for the City (the "Project") pursuant to the requirements and specifications set forth in the City's Request for Proposals 2015-03, entitled "Managed Beach Parking Software Vendor" (the "RFP"), a copy of which is attached hereto as "Exhibit I" and made a part of this Agreement by reference thereto, and the proposal submitted by Vendor to City dated _____ (the "Proposal" and together with the RFP, the "Proposal Documents"), a copy of which is attached hereto as "Exhibit II" and made a part of

this Agreement by reference thereto. In the event of any conflict between the provisions of this Agreement and the Proposal Documents, the terms of this Agreement shall control.

B. Vendor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Vendor hereby warrants to City that all services for the Project shall be performed using reasonable care and skill and in a good and workmanlike manner consistent with industry standards.

C. Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Vendor pursuant to this Agreement.

2.   CONTRACT PRICE. For all services under this Agreement, City agrees to pay to Vendor the sum of _____ ($_____) Dollars, payable as follows: _____.

3.   CHANGE ORDERS. Any changes to the Project shall be made only upon the prior written agreement of each party, which shall include the details concerning additional cost or credit and additional time for completion of such changes. All changed work shall be in accordance with the terms of this Agreement.

4.   COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Vendor understands the time sensitivity of the Project and agrees to complete the services on the Project in accordance with the Project Schedule set forth in the Proposal Documents. Provided, however, that if performance by the Vendor is delayed for reasons or causes beyond the control of Vendor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

5.   TERM OF AGREEMENT; RENEWALS. The initial term of this Agreement shall be for a period of one year, commencing on the date of execution of the Agreement. This Agreement may be renewed at the sole option of the City for three (3) additional one-year terms

under the same terms, covenants and conditions set forth in this Agreement. City shall provide

Vendor with written notice of the renewal at least forty-five (45) days prior to the expiration of the

then current term.

6. PERMITS, FEES AND LICENSES. Vendor agrees to apply for, obtain and pay for

all permits, fees, licenses and inspections by governmental agencies necessary for the Vendor's

proper performance and completion of the Project, including, but not limited to, a City of Isle of

Palms business license.

7. INDEMNIFICATION AND INSURANCE.

A. Vendor agrees to hold harmless and indemnify City and its officers, agents and

employees from and against any loss or damage, including all reasonable attorney's fees and

expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments,

fines or penalties (including but not limited to all fees and expenses incurred as a result of death or

injury to persons or for loss of or damage to property) arising out of or in connection with Vendor's

performance of this Agreement.

B. Vendor agrees to hold harmless and indemnify City and its officers, agents and

employees from and against any loss or damage, including all reasonable attorney's fees and

expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments,

fines or penalties arising from the actual or alleged infringement of any United States copyright,

patent, trademark or misappropriation of a trade secret by Vendor in the performance of this

Agreement.

C. Vendor agrees to maintain comprehensive general liability insurance coverage on

the services under the Project in an amount not less than $1,000,000.00 per person, $2,000,000.00

per claim, and $250,000.00 per claim for property damage. Vendor agrees to maintain automobile

liability insurance for bodily injury, including death, and property damage in the amount of

$1,000,000.00 per occurrence. Vendor agrees to maintain professional liability insurance for

damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Vendor in the amount of $1,000,000.00 per claim and in the aggregate. Vendor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Vendor.

       8.   <u>CONFIDENTIALITY</u>.

A. "Confidential Information" means non-public information of a party which is disclosed to the other party in connection with this Agreement in written, tangible or oral form, and designated by the disclosing party as confidential, including but not limited to, source code, trade secrets, clients, vendors, finances and other business information.

B. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Both parties shall treat such Confidential Information as confidential and use the same degree of care as it employs in the protection of its own confidential information, but in no event less than a reasonable degree of care. Both parties will only use the Confidential Information in connection with their business dealings with each other, and shall disclose Confidential Information only to employees or contractors having a need to know, provided such employee or contractor agrees to comply with the terms within this Section. The confidentiality obligations set forth in this Section will survive the termination or expiration of this Agreement.

C. Information shall not be subject to these terms if: i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; iii) it is obtained by the receiving party in good faith from a third party not under obligation of

secrecy to the disclosing party; or iv) it is the subject of a court or government agency order to disclose, provided receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order.

D. Upon termination or expiration of this Agreement, each party will, upon the request of the disclosing party, either i) return all such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

9.   CITY'S DATA. All data furnished by City to Vendor in connection with the services to be performed under this Agreement shall remain the sole property of City and Vendor will not use the City's data for any purpose other than to perform the services under this Agreement. Vendor will use commercially reasonable security measures to protect City's data against unauthorized disclosure or use. The City's data shall be subject to the confidentiality provisions in Section 8 of this Agreement.

10.   VENDOR'S OWNERSHIP. Vendor retains all rights in the software developed and operated on behalf of the City pursuant to this Agreement and this Agreement grants no ownership rights to City.

11.   TECHNICAL SUPPORT. Vendor will provide technical support to the City twenty-four 24 hours per day, seven (7) days per week. In the event of any interruptions or deficiencies in service, Vendor will take immediate corrective action within four (4) hours of notification by City, including on weekends and holidays.

12.   BREACH. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of

this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement. The non-breaching party shall be entitled to recover all damages, including reasonable attorney's fees and costs, incurred as a result of the breach of this Agreement.

13. CITY'S RIGHT TO TERMINATE. If City fails to budget for the Project during any year of the term or renewal term under this Agreement, Contractor agrees that City may terminate the Agreement without penalty and Contractor agrees to release City from any and all performances of the covenants herein contained and from any damages resulting from the breach thereof; provided, however, that City shall pay for all services performed through the date of termination of this Agreement. City shall notify Contractor in writing of such termination within ten (10) days of adoption of the applicable budget.

14. MEDIATION. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained

herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

15.   NOTICES. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Linda Lovvorn Tucker, City Administrator
Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Vendor]_____:

Representative: _____
Address: _____

16.   EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

17.   SUB-CONTRACT OR ASSIGNMENT. Vendor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

18. <u>NO PARTNERSHIP</u>. This Agreement shall not constitute nor be construed as a franchise, partnership, joint venture, employment, or agency relationship between the parties hereto.

19. <u>BINDING AGREEMENT</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. <u>GOVERNING LAW; SEVERABILITY</u>. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

21. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Vendor.

22. <u>SECTION HEADINGS</u>. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

[The remainder of this page has been intentionally left blank. The signature pages follow.]

IN WITNESS WHEREOF, the City and Vendor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

_____
[Vendor]

_____
(#1 as to Vendor)

By: _____

_____
(#2 as to Vendor)

Title: _____

The City of Isle of Palms, S.C.

_____
(#1 as to City)

By: _____

_____
(#2 as to City)

Title: _____

EXHIBIT I

(Attach City's Request for Proposals #2015-03, "Managed Beach Parking Software Vendor")
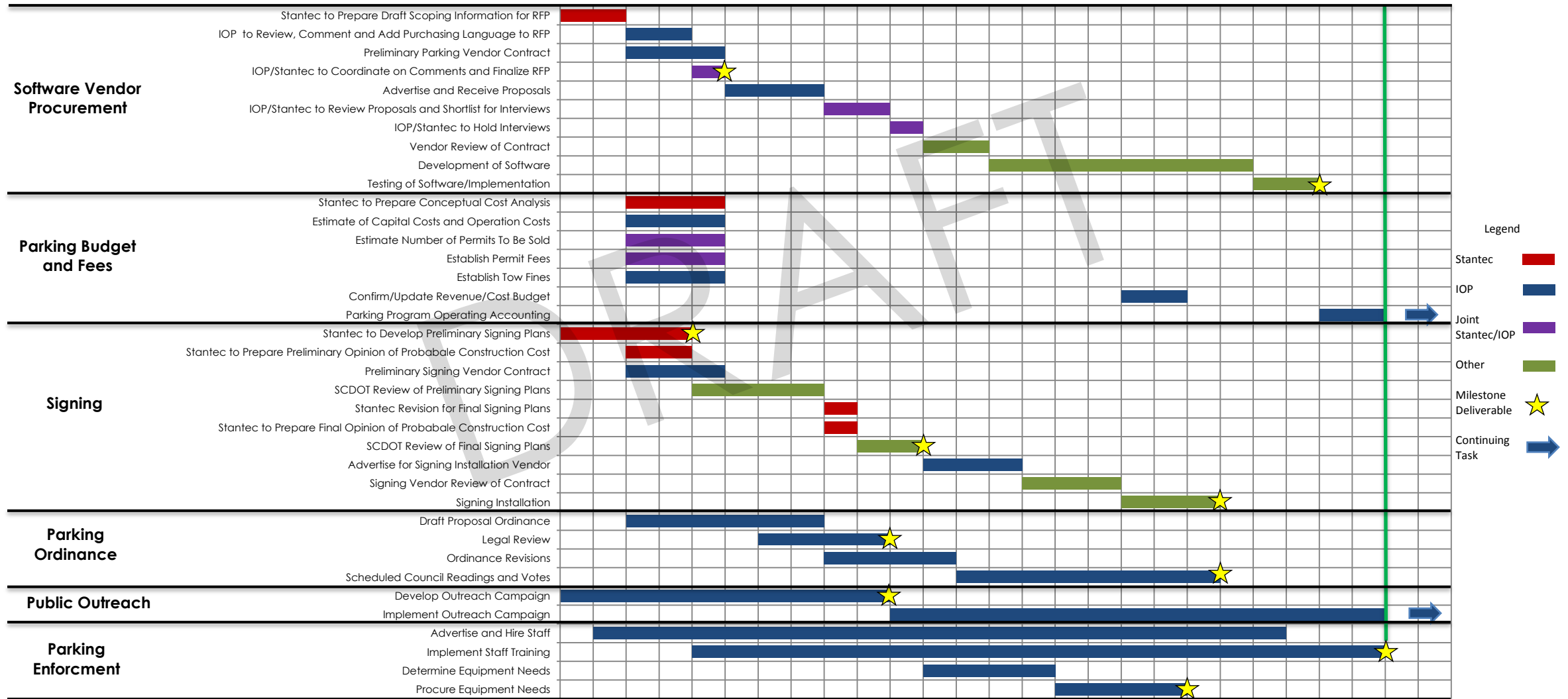
EXHIBIT II

(Attach Vendor's Proposal dated _____)

DRAFT Schedule
Implementation of Managed Beach Parking

Estimated Go Live Date

Timeline columns: 2/1/2015, 2/8/2015, 2/15/2015, 2/22/2015, 3/1/2015, 3/8/2015, 3/15/2015, 3/22/2015, 3/29/2015, 4/5/2015, 4/12/2015, 4/19/2015, 4/26/2015, 5/3/2015, 5/10/2015, 5/17/2015, 5/24/2015, 5/31/2015, 6/7/2015, 6/14/2015, 6/21/2015, 6/28/2015, 7/5/2015, 7/12/2015, 7/19/2015, 7/26/2015, 8/2/2015, 8/9/2015

Software Vendor Procurement
- Stantec to Prepare Draft Scoping Information for RFP
- IOP to Review, Comment and Add Purchasing Language to RFP
- Preliminary Parking Vendor Contract
- IOP/Stantec to Coordinate on Comments and Finalize RFP
- Advertise and Receive Proposals
- IOP/Stantec to Review Proposals and Shortlist for Interviews
- IOP/Stantec to Hold Interviews
- Vendor Review of Contract
- Development of Software
- Testing of Software/Implementation

Parking Budget and Fees
- Stantec to Prepare Conceptual Cost Analysis
- Estimate of Capital Costs and Operation Costs
- Estimate Number of Permits To Be Sold
- Establish Permit Fees
- Establish Tow Fines
- Confirm/Update Revenue/Cost Budget
- Parking Program Operating Accounting

Signing
- Stantec to Develop Preliminary Signing Plans
- Stantec to Prepare Preliminary Opinion of Probabale Construction Cost
- Preliminary Signing Vendor Contract
- SCDOT Review of Preliminary Signing Plans
- Stantec Revision for Final Signing Plans
- Stantec to Prepare Final Opinion of Probabale Construction Cost
- SCDOT Review of Final Signing Plans
- Advertise for Signing Installation Vendor
- Signing Vendor Review of Contract
- Signing Installation

Parking Ordinance
- Draft Proposal Ordinance
- Legal Review
- Ordinance Revisions
- Scheduled Council Readings and Votes

Public Outreach
- Develop Outreach Campaign
- Implement Outreach Campaign

Parking Enforcment
- Advertise and Hire Staff
- Implement Staff Training
- Determine Equipment Needs
- Procure Equipment Needs

Legend
- Stantec
- IOP
- Joint Stantec/IOP
- Other
- Milestone Deliverable
- Continuing Task

*Estimated timeline: Task duration may vary in length

Date: Feb. 11th, 2015

November 24, 2014

Janet P. Oakley
Secretary of Transportation
South Carolina Department of Transportation
955 Park Street
Columbia, South Carolina 29201

RE: Managed Beach Access Parking

Dear Secretary Oakley:

I am writing to seek SCDOT's concurrence that the City of Isle of Palms may regulate the parking on the public rights-of-way on the island. I am sure you are aware that population is increasing in the East Cooper area of Mount Pleasant. As a beach adjacent to this growing area, the City of Isle of Palms is experiencing this growth in the form of peak season, daily beach visitation. While our community enjoys hosting visitors to the beautiful amenity of the beach, the traffic and parking problems have reached a crisis point requiring action. For several years, the City has been wrestling with equitable methods of controlling the volume of beach visitors during the peak season. The City commissioned traffic engineers to conduct data collection, which confirmed that which was inherently known, that too many cars are arriving for too few available parking spaces in which to park. Data collected by the Stantec, the City's Transportation Engineering firm, reflected that on a peak time and day over Memorial Day weekend, there were 8,566 vehicles on the island with only 1,044 of these vehicles occupying on street parking. Of the remainder, 1,247 vehicles, were in one of the three (3) parking lots. This leaves quite a few other vehicles either going to an alternate destination on the island or contributing to the traffic jam on streets because there is nowhere for the cars to park. The result is illegal, dangerous situations, pollution and gridlock inhibiting emergency response in all conditions. For water missions and emergency calls, ingress and egress among these congested conditions are the most critical. Currently there is no way for a motorist to know, in advance of contemplating a trip to the beach, that all of the available spaces are filled.

The City wishes to implement a managed plan to regulate the parking on the public rights-of-way, only in effect for the peak time periods during the critical months of the year. The City has utilized the City of Charleston's model for the peninsular parking. During the time period from before Memorial Day in May through Labor Day in September, for the times of 9:00 a.m. until 6:00 p.m., parking on the public rights-of-way in the beach parking zones would require a paid parking permit identifiable through vehicle license plate recognition and enforced by the Isle of Palms Police Department. The adjacent residential areas within approximately 1,000 feet of the beach access points would become "residential parking only," identifiable through vehicle license plate recognition and enforced by the Isle of Palms Police Department. All other areas of the island would remain unregulated, but the plan includes a provision to receive further study in the future if congestion occurs or if residents petition to become included in the regulated areas. Residents in the regulated residential area would not be required to purchase a permit for parking in the rights-of-way anywhere on the island; however, residents in the unregulated area wishing to park a vehicle, other than a golf-cart-type vehicle, in the beach regulated area during the peak season would be required to purchase a permit just as any other visitor to this area of the island.

Enclosed is a description of the concept, maps depicting the zones and associated language for a proposed ordinance which the City contemplates passing if SCDOT agrees. It is not the intent of the City to generate a financial windfall by selling permits to park at the beach, but rather to utilize the revenues to offset the cost of managing the program.

The South Carolina Department of Transportation's district has been very helpful to the City in implementing small mechanisms to improve this situation up to this point. Signs have been added to improve line of sight at the intersections. The department gave the City permission to install a white line along the right-of-way of Palm Boulevard to assist in delineating the need for beach visiting motorists to park four feet (4') off the pavement, and "no parking on pavement" regulations have been implemented on SCDOT streets where passage of two vehicles on the street is inhibited if parking when allowed on both sides.

In addition to the Managed Beach Access Parking program, the City would like to expand the regulation which requires one to park four (4') feet off the road on the ocean side of Palm Boulevard to the land side of Palm Boulevard as well. Also, the City would like to delineate some "golf cart parking only" areas in the public rights-of-way near some of the beach access points. Encouraging the use of golf carts by motorists on the island will free spaces for off-island visitors and is a more ecologically friendly mode of transportation to the beach.

Janet P. Oakley
November 24, 2014
Page Three

Thank you for your consideration of this request. A favorable response from the Department will enable the City to move forward with filing encroachment permits for signage, purchasing license recognition software and hardware, embarking on a public information campaign, the hiring and equipping of enforcement personnel and implementation. Accomplishing these tasks during the remaining winter and early spring months will be challenging. Your facilitation to assist the City in meeting this challenge will contribute to a safer beach season for the Isle of Palms and all of its visitors.

Very truly yours,

Dick Cronin
Mayor

Copy: Isle of Palms City Council
        Robert Clark, District 6 Engineering Administrator

Residential Parking District Concept B

Concept B would include a beach visitor parking designation similar to Concept A with a smaller Residential Parking designation applicable only to residences in close proximity to the beach. Residential neighborhoods not in close proximity to the beach would not be regulated unless the residents in the area apply to be part of a residential parking only district. There are pros and cons to being inside a resident only parking district. Pros include no beach visitor parking on rights-of-way, and cons include increased logistics and planning regarding car registration and guest passes. The primary difference between Concept A and Concept B is that Concept A includes all residents in resident only districts and Concept B allows residential neighborhoods to apply to be in districts if the pros and cons are acceptable. A program would be developed to allow residents trips to the beach visitor areas and parking for their guests. The City of Charleston sells owners up to 60 guest permits annually for $.50 each for the residential district, but has no mechanism to allow residents to park in paid spaces.

The beach visitor parking areas in Concept B would be the same as Concept A and parking would be allowed in these areas by permit only. The spaces available would be limited to those areas specifically identified by the Beach Management Plan (see attached maps). This permit program could be developed in the manner suggested by Stantec with the use of online payments, daily, weekly or seasonally tiered permits, license plate numbers being registered and a limit on the number of permits issued.

Special districts could include the marina, the Recreation Center and the Breach Inlet area. To minimize the inconvenience to residents and beach visitors, this program would only be in effect in during the peak beach season, Memorial Day through August, and only during the busy times of day, 9am to 6pm.

The attached pages include a draft ordinance, which closely resembles the City of Charleston code, and maps of the visitor beach parking areas, which reflect the areas identified in the Beach Management Plan.

RESIDENTIAL PARKING DISTRICT- CONCEPT B

Definitions.

The following words and terms are defined for the purpose of this section only:

Beach visitor parking area shall mean an area in which parking is limited to vehicles that have acquired the appropriate permit as provided in this section.

Beach visitor parking permit shall mean a permit issued by the Police Department indicating the owned vehicle has acquired a permit to park in areas specifically designated as beach visitor parking areas.

Resident parking area shall mean a residential district in which certain parking is limited to vehicles displaying a resident parking registered license plate as provided in this section.

Resident parking registration shall mean every owner or resident will register their vehicle with the Police Department and have the license plate of each vehicle on display.

Owned vehicles shall mean automobiles registered to or operated on a regular basis by owners or tenants of residential units within a resident parking area.

Resident Visitors shall include only social guests and shall not include persons who are guests of short term rental properties, hotels, motels, guest homes, or who otherwise pay for accommodations.

Purpose.

The purpose of this section is to reduce hazardous traffic conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons visiting the adjacent beach or commercial uses; to protect such areas from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles; to protect the residents of such areas from unreasonable burdens in gaining access to their residences; to preserve the character of such areas as residential districts; to promote efficiency in the maintenance of residential streets in a clean and safe condition; to preserve the value of the property in such areas; and to preserve the safety of children, other pedestrians and traffic, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the City.

Times and dates of enforcement.

The provisions in this section will be in effect from Memorial Day until August 31st from 9am to 6pm.

Registering of vehicles for resident parking areas.

(a) In areas designated for resident parking, only those vehicles that have been registered with Police Department will be allowed to park.

(b) Each residential unit may register all vehicles that are owned or leased on a long term and registered to a resident or owner. It shall be unlawful for any person to:

   (1) Provide false information on an application for a resident parking registration;
   (2) Transfer a register vehicle's license plate to any vehicle other than the one(s) designated on the original application unless a new application has been submitted to the Police Department containing the amended information.
   (3) Display an unauthorized resident parking registration.

Special permits.

(a) Health care permits. On application accompanied by a doctor's statement, the Police Department is authorized to issue permits for health care to individuals where no off-street parking is available, and when constant health care at the individual's residence is required by a licensed physician. Only one (1) such permit shall be issued for any residence at any one (1) time. Such permits shall be without cost.

(b) One day resident visitor parking permit. Each homeowner or resident may, upon application and approval by the Police Department, be entitled to purchase up to two (2) books of thirty (30) permits per calendar year for fifteen dollars ($15.00) per book. Said permits may be used at any time additional resident parking is required by the resident or homeowner.

(c) Special permits will only be valid if the vehicle is parked within the appropriate resident parking area, all information is correctly provided on the permit in ink, the permit is displayed on the right side of the front dashboard free from altercation and it is clearly visible in its entirety through the vehicle windshield.

Issuance of permits for the beach visitor parking areas.

(a) In areas designated for beach visitor parking, only those vehicles that have been issued a beach visitor parking permit will be allowed to park.

DETAILS OF BEACH PARKING PERMIT PROGRAM STILL TO BE DETERMINED

Fees.

Fees to defray the costs of the operation and enforcement of this program shall be established by City Council and amended from time to time as the Council may deem fit.

When resident only parking district may be established.

Whenever the City Council shall determine, after a traffic survey of a particular residential area of the city and after a public hearing, that such an area is severely impacted by nonresident on-street parking by reason of beach visitors, adjacent commercial, industrial, or institutional uses, it may designate such residential area as a resident only parking district.

Procedure for designation.

(a) Petition; survey. Upon receipt of a petition signed by more than fifty (50) per cent of the residents fronting on the same street block, the Police Department shall conduct an engineering survey to determine whether such area should be designated as a resident only parking district.

(b) Adjustment of proposed area. The Chief of Police may recommend an adjustment to the boundaries of the proposed area if in his opinion the purposes of this division will be best served by such adjustment.

(c) Conduct of survey; designation when no petition is filed. The Police Department will conduct a block-by-block survey of the proposed area. If fifty (50) per cent of which are not owned or regularly operated by persons who reside in the area, then the Chief of Police shall recommend the district as a proposed resident only parking district and report his findings and recommendations to City Council. However, if the area fails to qualify, the Chief may order additional surveys, if in his opinion the area is sufficiently impacted by nonresident uses and further counts may be reasonably warranted. However, should the Chief determine that an area in the City is sufficiently impacted by nonresident, on-street parking, and should no petition be submitted by the residents of such area under the provisions of this section, then the Chief may recommend that such areas as a proposed resident only parking district for consideration by City Council.

(d) Hearing. Upon receipt of the findings and recommendations of the Police Chief, City Council shall set a public hearing and may by ordinance designate such area as a permit parking district.

Permits property of City.

All permits shall remain the property of the City.

Denial or cancellation of registration or permit.

The Chief of Police shall have the power to deny the issuance of a registration or permit or cancel an existing registration or permit if in his judgment the vehicle is not an owned vehicle, if the applicant for a visitor permit is not a bona fide visitor, or if in his judgment the vehicle does not meet the criteria of this section. Upon cancellation of a or permit, the holder shall surrender the permit to the Police Department.

Appeal from a denial or cancellation of registration or permit.

Any person aggrieved by the denial or cancellation of a registration or permit shall have the right to appeal such denial or cancellation to the Public Safety Committee upon written notice to the Clerk of Council with ten (10) days of such denial or cancellation.

Resident only parking area; boundary descriptions.

The area shall include all public right-of-ways within residentially zoned districts within 1,000 feet of a beach path, with the exception of the following areas:

Any area specifically designated as beach visitor parking;

The parking lot at Breach inlet;

Within 500 feet of the beach access paths at the end of the following avenues: 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 21st, 42nd, 43rd, 44th, 45th, 46th, 49th, 50th, 51st, 52nd and 53rd Avenues,

Palm Boulevard between 21st and 41st Avenues and between 54th and 57th Avenues;

41st Avenue.

UNREGULATED PARKING

REGULATED RESIDENT ONLY PARKING

BEACH VISITOR PARKING

CONCEPT B

CITY OF ISLE OF PALMS
1953
SOUTH CAROLINA

SCALE IN FEET
0   200   400   800

ISLE OF PALMS
EXISTING CONDITIONS

SHT. NO.

UNREGULATED PARKING

REGULATED RESIDENT ONLY PARKING

CONCEPT B

CITY OF ISLE OF PALMS
1953
SOUTH CAROLINA

SCALE IN FEET

0   200   400   800

ISLE OF PALMS
EXISTING CONDITIONS

SHT. NO.

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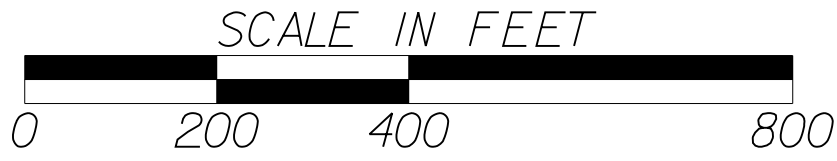
UNREGULATED PARKING

REGULATED RESIDENT ONLY PARKING

CONCEPT B

ISLE OF PALMS
EXISTING CONDITIONS

SHT. NO.

CONCEPT B

ISLE OF PALMS
EXISTING CONDITIONS

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SCDOT

South Carolina
Department of Transportation

Deputy Secretary for Engineering
Christy A. Hall, P.E.
Phone: (803) 737-7900 Fax: (803) 737-5053

January 9, 2015

The Honorable Dick Cronin
Mayor, City of Isle of Palms
Post Office Drawer 508
Isle of Palms, South Carolina 29451

      RE: Managed Beach Access Parking

Dear Mayor Cronin:

      Thank you for your recent letter dated November 24, 2014, to the South Carolina Department of Transportation's (SCDOT) Secretary of Transportation, Janet P. Oakley, requesting the Department's concurrence with the City of Isle of Palms proposed beach access parking plan. The letter was referred to me for a response.

      It appears that you, the City Council, and your staff have developed a plan that should help the City manage resident and visitor parking demands well into the future. SCDOT staff has reviewed your proposal and we find that it is within the purview of municipal authorities contained in the South Carolina Code section 5-29-30 to regulate on-street parking within your jurisdictional boundaries. The SCDOT recognizes the City's right to institute this parking regulation and does not foresee an adverse impact on the State-maintained system within the City. We also recognize that any public concern or equal protection challenges are the City's responsibility and the Department will not enter into any resulting actions.

      The additional ideas of marking parking offsets along routes as safety measures and designating golf cart parking is acceptable. The Department's staff will assist you and your staff through permits and advice as you proceed with the various elements of implementation. It is a pleasure for SCDOT to partner with the City as you embark on this important program.

      I wish you the best and we stand ready to assist you as needed.

                         Sincerely,

                         Christy A. Hall, P.E.
                         Deputy Secretary for Engineering

CAH:ths
ec: Janet P. Oakley, Secretary of Transportation
       Thad Brunson, P.E., Chief Engineer for Field Operations
       Robert T. Clark, District Six Engineering Administrator
File: D6/Charleston
CTS 3036039

DEPUTY SECRETARY FOR ENGINEERING

SCDOT

Post Office Box 191
Columbia, SC 29202-0191

ADDRESS SERVICE REQUESTED

LYY-SHP 29451

THE HONORABLE DICK CRONIN
MAYOR CITY OF ISLE OF PALMS
POST OFFICE BOX 508
ISLE OF PALMS SC 29451