



Town of Hilton Head Island  
**COMMUNITY SERVICES AND PUBLIC  
SAFETY COMMITTEE MEETING**  
Thursday, January 13, 2022, 10:00 AM  
**AGENDA**

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The Community Services & Public Safety Committee meeting will be conducted virtually and can be viewed on the [Town of Hilton Head Island Public Meetings Facebook Page](#) .

**1. Call to Order**

- 2. FOIA Compliance** Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

**3. Roll Call**

**4. Approval of the Agenda**

**5. Appearance by Citizens**

Citizens who wish to address the Committee concerning agenda items, may do so by contacting the Town Clerk at 843.341.4701, no later than 4:30 p.m., Wednesday, January 12, 2022.

Citizens may also submit written comments concerning any of the items on the agenda through the eComment portal. The eComment portal can be found by following this link: [January 13, 2022 Community Services & Public Safety Special Meeting Information](#), by clicking on the eComment icon.

**6. Committee Business**

- a. Consideration of an Ordinance Revision Portion of Title 8, Chapter 1, of the Town of Hilton Head Island Code of Ordinances to Expand the Definition of Beach to Include Pine Island Beach and the Mitchelville Park Areas.
- b. Consideration of an Agreement with Hilton Head Plantation Property Owners Association to Assist in the Renourishment of Pine Island Beach.

**7. Adjournment**

**Please note, a quorum of Town Council may result if four (4) or more of their members attend this meeting.**



## TOWN OF HILTON HEAD ISLAND

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### *Staff Report Memo*

**TO:** Town Council  
**VIA:** Marc Orlando, Town Manager  
Curtis Coltrane, Town Attorney  
**FROM:** Jeff Buckalew, Interim Infrastructure Services Director  
**COPY:** Josh Gruber, Deputy Town Manager  
**DATE:** January 3, 2022  
**SUBJECT:** Consideration of an Ordinance Revising Portions of Title 8, Chapter 1, of the Town of Hilton Head Island Code of Ordinances to expand the definition of Beach to include the shoreline from Fish Haul Creek Park Creek, on the western side of Pine Island

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#### **Recommendation:**

Consider approval of Ordinance revisions to portions of Title 8, Chapter 1, of the Town of Hilton Head Island Code of Ordinances to expand the definition of Beach to include the shoreline from Fish Haul Creek to Park Creek, on the western side of Pine Island.

#### **Summary:**

Title 8, Chapter 1 of the Town Code of Ordinances is entitled BEACHES and is to be known and maybe cited as the "Town of Hilton Head Island Beach Ordinance". The definition of "beach" in this chapter determines the areas subject to prohibitions and regulated activities and other articles under the beach ordinance and the permitted use of funds collected under the beach preservation fee. The proposed revision to this definition is attached as Exhibit A and adds the area from the existing terminus at Fish Haul Creek to Park Creek, on the western side of Pine Island. The illustration of the proposed limits is attached as Exhibit B. This revision allows the use of Beach Preservation Fees to be used in managing, monitoring and renourishing these beach areas.

#### **Background:**

The Town's Strategic Action Plan for FY 22 includes the priority of Implementing the Beach Renourishment Program. Part of this initiative is to:

- Evaluate the Beach Renourishment Program and identify any new goals and objectives to incorporate into the next project before design begins.
- Facilitate partnership discussion with Hilton Head Plantation representatives to pursue a cooperative renourishment of the Pine Island Beach as part of the Town's beach renourishment program.
- Consider adding additional geographical areas of the island, such as Mitchellville and Fish Haul Beach into the statutory definition of "public beach" in order to facilitate the renourishment of these areas as part of the Town's beach renourishment program.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2022-02

**AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 8 (BEACHES), OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 8-1-112 RELATING TO THE DEFINITION OF BEACH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council originally adopted Chapter 1 of Title 8 on April 7, 1987 and subsequently amended the definition of “beach” on May 17, 1994; and

**WHEREAS**, the beaches on Hilton Head Island are a singular and unique resource of Hilton Head Island which are used as a park for the enjoyment of the Town’s residents, visitors, and guests; and

**WHEREAS**, the Town of Hilton Head Island’s Strategic Plan for Fiscal Year 2022 includes the priority of implementing beach resilience and a renourishment plan; and

**WHEREAS**, the Town Council finds that due to the heightened utilization of Mitchelville Park area beaches and Pine Island beach, it is necessary to include these beach areas in the Town’s beach renourishment program; and

**WHEREAS**, the Town Council finds it desirable to geographically extend the Town’s beach area as defined in the Municipal Code of the Town of Hilton Head Island, South Carolina, Chapter 1 of Title 8, which will effectively allow the use of Beach Preservation Fees to be used in managing, monitoring and renourishing these additional beach areas.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS HEREBY ORDERED AND ORDAINED BY AND UNDER AUTHORITY OF SAID TOWN COUNCIL, AS FOLLOWS:**

**NOTE: Underlined and bold-face typed portions indicate additions to the municipal code. ~~Stricken~~ portions indicate deletions to the municipal code.**

**Section 1: Amendment.** That Section 8-1-112 (1) (Definitions) of the Municipal Code of The Town of Hilton Head Island, South Carolina, is hereby amended as follows:

**“Section 8-1-112. Definitions.”**

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

~~(1) Beach shall mean that area lying between the low water mark of the Atlantic Ocean, commencing at Port Royal Sound at the southern shore of Fish Haul Creek and the first property line of property lying closest in proximity to the water, hence southward along the Atlantic Ocean to Port Royal Sound at Port Royal Beach Club.~~

~~Additionally, "beach" shall mean that area lying between the low water mark of the Atlantic Ocean, commencing at Port Royal Sound at Port Royal Beach Club and the first property line of property lying closest in proximity to the water, hence southward along the Atlantic Ocean to the southern boundary of Tower Beach Club at Calibogue Sound, and shall extend out from the mean low water mark for a distance of one hundred fifty (150) yards into the water.~~

~~Additionally, "beach" shall mean that area lying between the low water mark of the Calibogue Sound, commencing at the southern boundary of Tower Beach Club and the property line of property lying closest in proximity to the water, hence northward along the Calibogue Sound to the southern shore of Braddock Cove at Calibogue Sound and shall extend from the mean low water mark for a distance of seventy five (75) yards into the water.~~

**(1) As used in this Ordinance, "Beach" shall mean:**

**(a) commencing at the southern shore of Braddock Cove, the area lying between the mean low water mark of Calibogue Sound and the property line of property lying closest to Calibogue Sound or the Atlantic Ocean, south west, south east along Calibogue Sound and north east along the Atlantic Ocean to the Tower Beach Club, and extending from the mean low water mark of Calibogue Sound and the Atlantic Ocean for a distance of one hundred fifty (150) yards into the waters of Calibogue Sound and the Atlantic Ocean;**

**(b) commencing at Tower Beach Club, the area between the mean low water mark of the Atlantic Ocean and the first property line of property lying closest to the Atlantic Ocean, north east along the Atlantic Ocean to the Port Royal beach Club, and extending from the mean low water mark of the Atlantic Ocean for a distance of seventy-five (75) yards into the waters of the Atlantic Ocean;**

**(c) commencing at the Port Royal Beach Club, the area lying between the mean low water mark of the Atlantic Ocean or Port Royal Sound and the first property line of property lying closest to the Atlantic Ocean or Port Royal Sound, then north west along the Atlantic Ocean or Port Royal Sound to the south eastern shore of Fish Haul Creek, and extending from the mean low water mark of the Atlantic Ocean or Port Royal Sound for a distance of seventy-five (75) yards into the waters of the Atlantic Ocean or Port Royal Sound;**

**(d) commencing at the northern shore of Fish Haul Creek, the area lying between the low water mark of Port Royal Sound and the property line of the property lying closest to Port Royal Sound, north westward along Port Royal Sound to the southern terminus of the Rock Revetment at Dolphin Head Recreation Area, and extending from the mean low water mark of Port Royal Sound for a distance of seventy-five (75) yards into the waters of Port Royal Sound;**

**(e) commencing at south east terminus of the Rock Revetment at Dolphin Head**

**Recreation Area, the area lying between the low water mark of Port Royal Sound, and the seaward boundary of the Rock Revetment, then north west along Port Royal Sound to the northern terminus of the Rock Revetment at Dolphin Head Recreation Area, and extending from the mean low water mark of Port Royal Sound for a distance of seventy-five (75) yards into the waters of Port Royal Sound; and,**

**(f) commencing at the north west terminus of the Rock Revetment at Dolphin Head Recreation Area, the area lying between the low water mark of Port Royal Sound and the first property line of property lying closest to Port Royal Sound, then north west and west along Port Royal Sound to the northern shore of Park Creek, and extending from the mean low water mark of Port Royal Sound for a distance of seventy-five (75) yards into the waters of Port Royal Sound.**

**Section 2: Severability.** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall no affect the validity of the remaining portions thereof.

**Section 3: Effective Date.** This ordinance shall be effective upon adopting by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL OF THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

By: \_\_\_\_\_  
John J. McCann, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: \_\_\_\_\_, 2022

Revised First Reading \_\_\_\_\_, 2022

Second Reading: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: \_\_\_\_\_

# EXHIBIT A

Delete 8-1-112(1) and Replace with the following:

(1) As used in this Ordinance, “Beach” shall mean:

(a) commencing at the southern shore of Braddock Cove, the area lying between the mean low water mark of Calibogue Sound and the property line of property lying closest to Calibogue Sound or the Atlantic Ocean, south west, south east along Calibogue Sound and north east along the Atlantic Ocean to the Tower Beach Club, and extending from the mean low water mark of Calibogue Sound and the Atlantic Ocean for a distance of one hundred fifty (150) yards into the waters of Calibogue Sound and the Atlantic Ocean;

(b) commencing at Tower Beach Club, the area between the mean low water mark of the Atlantic Ocean and the first property line of property lying closest to the Atlantic Ocean, north east along the Atlantic Ocean to the Port Royal beach Club, and extending from the mean low water mark of the Atlantic Ocean for a distance of seventy-five (75) yards into the waters of the Atlantic Ocean;

(c) commencing at the Port Royal Beach Club, the area lying between the mean low water mark of the Atlantic Ocean or Port Royal Sound and the first property line of property lying closest to the Atlantic Ocean or Port Royal Sound, then north west along the Atlantic Ocean or Port Royal Sound to the south eastern shore of Fish Haul Creek, and extending from the mean low water mark of the Atlantic Ocean or Port Royal Sound for a distance of seventy-five (75) yards into the waters of the Atlantic Ocean or Port Royal Sound;

(d) commencing at the northern shore of Fish Haul Creek, the area lying between the low water mark of Port Royal Sound and the property line of the property lying closest to Port Royal Sound, north westward along Port Royal Sound to the southern terminus of the Rock Revetment at Dolphin Head Recreation Area, and extending from the mean low water mark of Port Royal Sound for a distance of of seventy-five (75) yards into the waters of Port Royal Sound;

(e) commencing at south east terminus of the Rock Revetment at Dolphin Head Recreation Area, the area lying between the low water mark of Port Royal Sound, and the seaward boundary of the Rock Revetment, then north west along Port Royal Sound to the northern terminus of the Rock Revetment at Dolphin Head Recreation Area, and extending from the mean low water mark of Port Royal Sound for a distance of of seventy-five (75) yards into the waters of Port Royal Sound; and,

(f) commencing at the north west terminus of the Rock Revetment at Dolphin Head Recreation Area, the area lying between the low water mark of Port Royal Sound and the first property line of property lying closest to Port Royal Sound, then north west and west along Port Royal Sound to the northern shore of Park Creek, and extending from the mean low water mark of Port Royal Sound for a distance of of seventy-five (75) yards into the waters of Port Royal Sound.

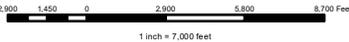


# EXHIBIT B

Proposed Beach Limits

- Addition- Fish Haul Creek to Park Creek
- Existing- Braddock Cove to Fish Haul Creek

**Town of Hilton Head Island**  
 Proposed Beach Limit Additions  
 January 2022



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.



# Town of Hilton Head Island Community Services and Public Safety Committee Beach Ordinance Revision Pine Island Agreement

Community Services and Public Safety Committee

January 13, 2022



# Presentation Overview

- ▶ Purpose and Need
- ▶ Background
- ▶ Committee Action
- ▶ Town Council Action / Path Forward



# Beach Ordinance Revision Purpose and Need for Change

Consideration of an Ordinance Revision to a portion of Title 8, Chapter 1, of the Town of Hilton Head Island Code of Ordinances, to expand the Definition of Beach to include the shoreline area from Fish Haul Creek to Park Creek on the northern side of Pine Island.

The Town's Strategic Plan includes an initiative to consider expanding the geographical definition of the beach in the Town Code, and to evaluate new goals and objectives to include these new areas in the next beach renourishment project.

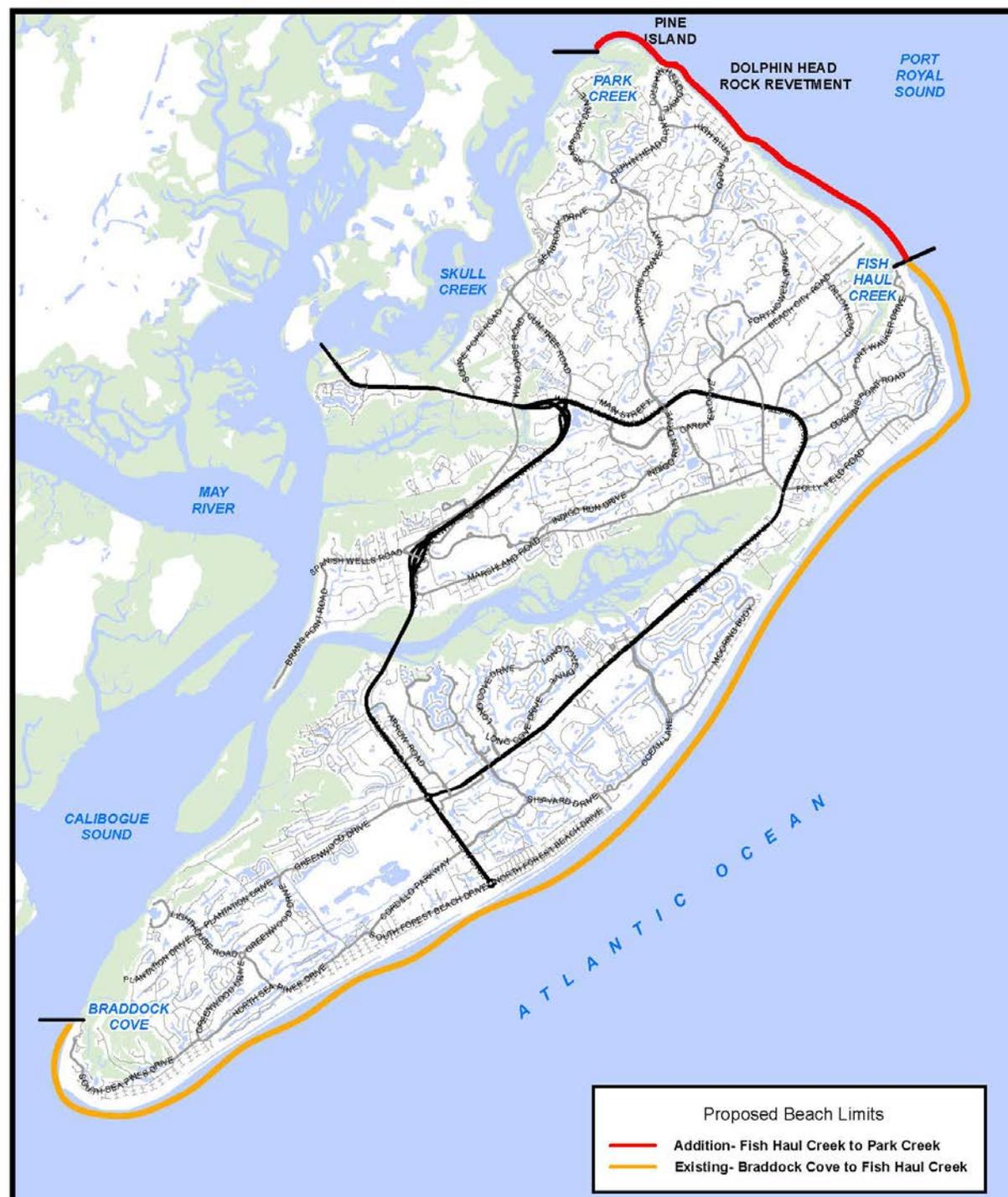


# Beach Ordinance Revision Benefits

- ▶ Expanding the Managed Beach
- ▶ The Town provides beach access in the Mitchelville / Fish Haul areas
- ▶ Island Resiliency

# Expanded Beach Limits

Proposed Limits to include adding the shoreline from Fish Haul Creek to Park Creek on the western side of Pine Island.



## Recommended Motion

Revise the definition of Beach in Title 8, Chapter 1, of the Town of Hilton Head Island Code of Ordinances be to expanded to include the shoreline area from Fish Haul Creek to Park Creek on the northern side of Pine Island as per Exhibit A in the staff memorandum.



## Agreement with HHP POA - Interim Beach Stabilization on Pine Island

Consideration of an Agreement with Hilton Head Plantation Property Owners Association to Assist in the interim renourishment of Pine Island Beach.

Term: Three years

Amount: Not to exceed \$100,000 per year, as approved in the annual budget.



## Need and Benefit

- ▶ The Town intends to include this area in the next Beach Renourishment Project (2025).
- ▶ In the interim, the HHP POA desires to conduct isolated renourishment projects to mitigate further erosion.



REACTOR



## Recommended Motion

Recommend Town Council authorize the Town Manager to enter into the agreement as proposed with Hilton Head Plantation Property Owners' Association to assist in the renourishment of Pine Island beach.



## Path Forward / Next Steps

- ▶ Town Council action to revise the definition of beach in the Town Code (two readings).
- ▶ Town Council action to approve the agreement for interim assistance in the renourishment of Pine Island beach.



## TOWN OF HILTON HEAD ISLAND

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### *Staff Report Memo*

**TO:** Town Council  
**VIA:** Marc Orlando, Town Manager  
Curtis Coltrane, Town Attorney  
**FROM:** Jeff Buckalew, Interim Infrastructure Services Director  
**COPY:** Josh Gruber, Deputy Town Manager  
**DATE:** January 3, 2023  
**SUBJECT:** Consideration of an agreement with Hilton Head Plantation POA to assist in the renourishment Pine Island Beach

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#### **Recommendation:**

Consider an agreement with Hilton Head Plantation Property Owners Association (HHP POA) to assist in the renourishment Pine Island Beach.

#### **Summary:**

The HHP POA seeks assistance from the Town in the renourishment of the Pine Island Beach area in the interim, until the next major beach renourishment project. The assistance is to be in the form of funding and cooperation and endorsement during the design and permitting phases. The agreement shall include a term of three years and an annual amount not to exceed \$100,000 per year (attached).

#### **Background:**

The Town's Strategic Action Plan for FY 22 includes an initiative to increase storm protections and resiliency in implementing the beach renourishment program. This shall include efforts to facilitate partnership with Hilton Head Plantation representatives to pursue cooperative renourishment of the Pine Island Beach as a part of the Town's 2025 beach renourishment project.

In a separate action, the Beach Ordinance is proposed to be revised to modify the limits of the defined beach to include the Pine Island area.

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )                    AGREEMENT

The Hilton Head Plantation Property Owners’ Association, Inc. (hereinafter, the “Association”) and the Town of Hilton Head Island, South Carolina (hereinafter, the “Town”) make this Agreement (hereinafter, the “Agreement”) on this \_\_\_ Day of \_\_\_\_\_, 2022.

RECITALS

Whereas, the Association has a program of renourishing the beaches on “Pine Island” located within the limits of Hilton Head Plantation to combat erosion of the beaches; to preserve Pine Island; to preserve the tidal marsh landward of Pine Island; and, to protect the hydraulic outlet of Park Creek and its confluence with Skull Creek; and

Whereas, the beaches of Pine Island, the channel of Park Creek and the surrounding marshes are used for sightseeing, fishing and recreation by members of the general public,

Whereas, protection and improvement of the beaches, tidal and other marshes and other natural resources in the Town is and has been a priority of Town; and

Whereas, in the Town’s Budget fiscal year 2021/2022, the sum of One Hundred Thousand (\$100,000.00) Dollars was approved by the Town for allocation to the Association, for the purpose of assisting the Association with the renourishment beaches on Pine Island; and

Whereas, the Town and Association desire to enter into this Agreement by which the Association will continue to renourish and maintain the beaches of Pine Island as described in this Agreement, and the Town will provide funding to assist in that work under the terms and conditions set out in this Agreement.

Now, therefore, for and in consideration of the sum of One Dollar, and the exchange and performance of the mutual promises, undertakings and covenants described in this Agreement, the receipt and sufficiency of which is acknowledged, the Town and the Association agree as follows:

1. The Association shall undertake a program of renourishment of the beaches on Pine Island to preserve Pine Island; to preserve the tidal marsh landward of Pine Island; and to protect the hydraulic outlet of Park Creek and its confluence with Skull Creek.
  - (a) The funds to be delivered under this Agreement from the Town to the Association are public funds, and the Association must comply with the competitive sealed bidding requirements of the Town’s procurement code [§ 11-1-111, *Municipal Code of the Town of Hilton Head Island* (1983)], for all contracts related to the program of renourishment of the beaches on Pine Island.

- (b) The Association must deliver documentation to the Town to verify that it has complied with the requirements of Article of the Town procurement code [§ 11-1-111, *Municipal Code of the Town of Hilton Head Island* (1983)], including
  - (i) A copy of the notice to bidders,
  - (ii) A copy of the log showing receipt of bids,
  - (iii) A copy of the document showing evaluation of the bids,
  - (iv) A copy of the notification and award to the successful bidder.
- (c) The Association must also deliver documentation to the Town to verify that the public funds were used only for the renourishment of the beaches of Pine Island, including the invoices to which any public funds were applied, and proof of payment of the invoices.
- (d) All documentation to be delivered to the Town under this Article 1 must be delivered to Mr. John Troyer, Finance Director for the Town of Hilton Head Island, One Town Center Court, Hilton Head Island SC 29928, within thirty (30) days following:
  - (i) the award of any contract for all or any part of the renourishment of the beaches of Pine Island; or,
  - (ii) the payment of any invoice to which all or any part of the public funds was applied.

2. The funds delivered by the Town to the Association as described and conditioned in this Agreement shall not exceed the sum of One Hundred Thousand (\$100,000.00) Dollars in any fiscal year during the term of this Agreement. The Association acknowledges that the funds delivered under this Agreement may be used by the Association solely for the renourishment of the beaches on Pine Island. The funds delivered under this Agreement may not be used for maintenance or any other work related the rock revetment extending from Pine Island to the beach at Hickory Forest, or for any other purpose. The Association acknowledges that, under this Agreement, the Town has no obligation of any kind related to the rock revetment extending from Pine Island to the beach at Hickory Forest.

3. The Term of this Agreement shall commence on the date this Agreement set out above, and the Term shall end on the date which is three (3) years from the date this Agreement set out above.

4. Any payments to be made by the Town under the terms of this Agreement shall be made from funds that budgeted by the Town in any given fiscal year during the Term of this Agreement. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

5. The Association acknowledges that the obligation of the Town to make the payments to the Association set out in this Agreement is contingent on funds being budgeted in each fiscal year during the Term of this Agreement. In the event the Town does not include the payment of the funds described in this Agreement in its budget for any fiscal year during the Term of this Agreement, then the payment to the Association for that fiscal year will not be made by the Town, and the obligation will not carry forward to any subsequent fiscal year. The Association acknowledges that if Town does not include the payment of the yearly amount described in this Agreement in its budget for any fiscal year during the Term of this Agreement, then the payment for that fiscal year will not be made, and such is not a breach of the Town's obligations under this Agreement.

6. The Association shall be responsible for providing both a cost-effective design and project schedule that are acceptable to the Town and that are permissible by all applicable regulating agencies.

7. The Association shall be responsible for obtaining and complying with all necessary local, state, and federal permits for the work associated with and to be completed with the public funds provided pursuant to this Agreement.

8. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

9. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

10. This Agreement may not be modified unless such modification is in writing and signed by both parties.

11. The Association may not assign this contract without the prior written approval of the Town.

12. The Association shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

13. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Association other than that which is expressly stated herein. The Town

is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Association and the methods utilized by the Association in fulfilling its obligations hereunder shall lie solely and exclusively with the Association and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Association shall have any benefits, status, or right of employment with the Town.

14. The Association, by signing this Agreement, hereby certifies that Association shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Association covenants and agrees as follows:

14.1. Association shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all newly hired employees performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

- (i) possess a valid South Carolina driver's license or identification card; or are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth;
- or,
- (ii) possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

The Association may choose either option 1 (a) or option 1 (b) but acknowledges that the Association cannot use both.

14.2. The Association agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to the Association,

or,

(b) compliance with the South Carolina Illegal Immigration Reform Act by the Association.

14.3. Association agrees to include in any contracts with its sub-contractors, language requiring its sub-Associations to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws,

and.

(b) include in their contracts with the sub-contractors, language requiring the sub-contractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

14.4. The Association acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof and shall complete all required 1-9 documentation for all workers employed by it.

14.5. The Association certifies it shall comply with all state, federal, and local laws, rules, regulations, and orders applicable to it in performance of work under the contract.

In Witness whereof, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

HILTON HEAD PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
T. Peter Kristian

\_\_\_\_\_

Its: General Manager

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_  
Marc A. Orlando

\_\_\_\_\_

Its: Town Manager