

March 13, 2018 - Presented for 1<sup>st</sup> Reading

**2018-12 (1<sup>ST</sup> READING): ORDINANCE GRANTING A FRANCHISE AGREEMENT FOR OPERATION OF RENTAL BUSINESS OF CONVEYANCES REGULATED BY CHAPTER 12, ARTICLE V OF THE CODE OF ORDINANCES OF MYRTLE BEACH TO SARAH YAKOEL D/B/A/ GIL SCOOTER, LOCATED AT 109 SOUTH KINGS HIGHWAY, MYRTLE BEACH, SC 29577, FOR A PERIOD OF ONE YEAR. THE AGREEMENT INCLUDES \_\_ VEHICLES.**

**Applicant/Purpose:** Staff/to regulate the # & location of golf cart & moped rental businesses by franchising their operations.

**Brief:**

- After experiencing several weekends when # of moped/golf cart rentals & conduct of the operators became a serious issue, Council imposed a moratorium on increasing the # of such conveyances.
  - For 2017 the # of mopeds was capped at the # that each company had in service during the summer of 2016.
  - For 2017 the # of golf carts was capped at the # each company had in service for 2016 + the # already ordered at the time the moratorium was imposed.
- Council also directed staff to work out a more permanent solution w/ company owners.
- Ordinance 2017-56, approved 1/9/18 in consultation w/ the business owners, approved the framework of a franchise agreement similar to the system in place for taxicabs.

**Issues:**

- Franchising allows Council to restrict the # of mopeds & golf carts available for rental, as well as the location of each rental business.
- Under the franchise terms each conveyance will be issued a City "plate" similar to a license plate. These plates would assist law enforcement to track operational violations.
- This proposed ordinance:
  - Sets the location for rental conveyances.
  - Sets the # of rental conveyances allowed/location.
- Agreement is for a 1-year period.

**Public Notification:**

- Several meetings were held w/ the business owners in order to develop the guidelines included in 2017-56.
- Special advertising guidelines laid out in 2017-56 have been met.

**Alternatives:**

- Modify proposed ordinance.
- Deny ordinance.

**Financial Impact:** Annual franchise fee of \$25/plate issued.

**Manager's Recommendation:**

- I recommend 1<sup>st</sup> reading.

**City Council Initiative:** Proposed ordinance is necessary to enhance the safety of our residents & visitors on our roadways.

**Attachment(s):** Ordinance, franchise agreement, & franchise application.

CITY OF MYRTLE BEACH  
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

AN ORDINANCE GRANTING A FRANCHISE  
AGREEMENT FOR OPERATION OF  
RENTAL BUSINESS OF CONVEYANCES  
REGULATED BY CHAPTER 12, ARTICLE  
V OF THE CODE OF ORDINANCES OF  
MYRTLE BEACH TO SARAH YAKOEL  
D/B/A GIL SCOOTER, LOCATED AT 109  
SOUTH KINGS HIGHWAY, MYRTLE  
BEACH, SC 29577, FOR A PERIOD OF  
ONE YEAR. THE AGREEMENT INCLUDES  
\_\_\_ VEHICLES.

WHEREAS, pursuant to the exercise of its police power the City shall require a franchise for the rental and operation of rental conveyances on the highways, streets, alleys and public ways within its police power jurisdiction; and

WHEREAS, the City had determined that the delivery of these services can be provided most effectively and efficiently through the grant of a non-exclusive franchise; and

THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF MYRTLE BEACH, the City of Myrtle Beach grants a Franchise Agreement for Operation of Conveyances to SARAH YAKOEL D/B/A GIL SCOOTER, LOCATED AT 109 SOUTH KINGS HIGHWAY, MYRTLE BEACH, SC 29577, FOR A PERIOD OF ONE YEAR. THE AGREEMENT INCLUDES \_\_\_ VEHICLES.

This ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
BRENDA BETHUNE, MAYOR

ATTEST:

\_\_\_\_\_  
JOAN GROVE, CITY CLERK

First reading: \_\_\_\_\_  
Second reading \_\_\_\_\_

1       **FRANCHISE AGREEMENT FOR OPERATION OF RENTAL BUSINESS OF CONVEYANCES**  
2       **REGULATED BY CHAPTER 12, ARTICLE V OF THE CODE OF ORDINANCES OF MYRTLE**  
3       **BEACH.**

4  
5       **WHEREAS**, pursuant to the exercise of its police power the City shall require a  
6       franchise for the rental and operation of rental conveyances on the highways, streets,  
7       alleys and public ways within its police power jurisdiction; and

8  
9       **WHEREAS**, the City had determined that the delivery of these services can be  
10      provided most effectively and efficiently through the grant of a non-exclusive  
11      franchise; and

12  
13      **WHEREAS**, the City Council, by Ordinance duly adopted on \_\_\_\_\_ has authorized  
14      the City Manager to execute this franchise for the \_\_\_\_\_ companies that replied to  
15      the City's Requests for Proposal, provided however, that signatures to this agreement  
16      and compliance with the requirements of any Request for Qualifications, Requests for  
17      Proposals and this franchise documents must be in affixed and in place by midnight,  
18      \_\_\_\_\_to qualify to accept calls at 12:01 a.m. \_\_\_\_\_.

19  
20      **NOW, THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF MYRTLE**  
21      **BEACH** and \_\_\_\_\_, in consideration of the foregoing  
22      premises and mutual promises of each, the parties agree as follows:

23  
24      Subject to the terms and conditions set forth herein, the City of Myrtle Beach grants  
25      to, a non-exclusive franchise to provide moped and golf cart rental over the streets,  
26      public rights-of-way and other public and private property for a period of one (1) year,  
27      beginning to commence not later than March 1, 2018, and ending on that same month  
28      and day in 2019, subject to the following terms and conditions:

29  
30      **Findings.**

- 31      a) The primary purpose of the public streets is the use by vehicular, bicycle  
32      and pedestrian traffic.  
33      b) Offering mopeds and golf carts for rent on the public streets within the City  
34      of Myrtle Beach where not otherwise restricted by law promotes the public  
35      interest by providing the public with alternative means of transportation  
36      within the city, reducing automobile traffic congestion and parking  
37      congestion.  
38      c) Reasonable regulation of moped and golf cart rentals is necessary to  
39      protect the public health, safety and welfare.  
40      d) The granting of franchises for the use of public streets and the making of  
41      charges therefor are authorized by S.C. Code 1976, § 5-7-30, and are  
42      subject to such conditions as the city council may impose to protect the  
43      public interest, welfare and convenience.  
44

45      **Permitted rental mopeds or golf carts.**

46      No rental conveyance shall be offered for rent by a rental company except for the  
47      vehicles approved for the specific locations the business identifies in the franchise.  
48      All vehicles offered for rent under this Division must meet the specifications under  
49      state law, be equipped as required by state law, and must be properly labeled under

1 state law. Should a conflict arise between application of state law and requirements  
2 contained herein, state law shall prevail.  
3

4 **Franchise and license required; franchise fee; transfer of franchise.**

- 5 a) It shall be unlawful to rent, or offer to rent a conveyance as identified  
6 herein within the city right-of-way without first obtaining a franchise and  
7 business license therefor.
- 8 b) A nonexclusive franchise for not more than one year, commencing not later  
9 than March 1 of every year, may be granted for the operation of each  
10 rental location specified by city council. Notice of availability and nature  
11 of the franchises shall be given by conspicuously posting at least one notice  
12 at the proposed location. At least one such notice shall be visible from  
13 each public thoroughfare that is within 100 feet of the proposed location.  
14 Such notice shall be posted 10 days prior to the public hearing.
- 15 c) An annual franchise fee of \$25 per vehicle per location shall be paid before  
16 they are placed in service. One business license for each franchisee shall  
17 be required at the applicable rate pursuant to Article II of this chapter.
- 18 d) "Plates" are transferable from one approved franchise holder to another,  
19 upon approval of the City Manager or designee.
- 20 e) Evidence of the award of each franchise would be a numbered "plate"  
21 identifier similar in size to a license plate which would be fixed to the back  
22 of each vehicle in an easily visible location. Such identifiers shall be  
23 furnished by the City.
- 24 f) After the initial award of moped/golf cart franchises are made, any increase  
25 beyond the total number of conveyances approved initially will require  
26 approval by City Council. Applicants must demonstrate that the additional  
27 conveyances will not significantly impact traffic congestion or public safety,  
28 and are justified under public convenience and necessity considerations as  
29 with other vehicles for hire.
- 30 g) After the initial awards are made, new franchise requests will require a  
31 specific finding and approval of City Council. New applicants must  
32 demonstrate that the additional conveyances will not significantly impact  
33 traffic congestion or public safety.
- 34 h) After the initial award are made, applications for new locations for existing  
35 businesses will require City Council approval. Applicants must demonstrate  
36 that the proposed new locations are consistent with all zoning restrictions;  
37 will not significantly impact traffic congestion or public safety; and will not  
38 negatively affect other businesses located on the same block.  
39

40 **Application to Police Department for franchise.**

41 The application to the Police Department for a rental franchise shall include the  
42 following information:

- 43 a) The name, home and business address of the applicant, and the name and  
44 address of the owner, if other than the applicant, of the vehicle to be  
45 used in the operation of the rental business.
- 46 b) The names of the persons managing, supervising or conducting the  
47 applicant's business in any places proposed to carry on business; the  
48 addresses of such persons; the driver's license number of such persons;  
49 the capacity in which such persons will act, that is, whether as proprietor,  
50 agent or otherwise; the name and address of the person, firm or

- 1 corporation for whose account the business will be carried on, if any; and  
2 if a corporation, the state of incorporation.
- 3 c) Upon receipt of such application for a permit, the local law enforcement  
4 agency shall cause an investigation of such person's business and personal  
5 background to be made. Such investigation shall be limited to  
6 information pertinent to the purpose of this chapter. If, as a result of the  
7 investigation, the background is found to be unsatisfactory, the franchise  
8 shall be denied. The franchise shall be denied or issued within thirty days  
9 from the date of application. The permit issued under this chapter shall  
10 be valid for a period of one year from the date issued.
- 11 d) The proposed location of the rental station for which a franchise is sought.
- 12 e) A description, including all specifications and equipment provided to the  
13 renter, ~~and~~ of the vehicle proposed to be used.
- 14 f) The names, addresses and percentage of stock owned by shareholders in a  
15 corporate applicant, and the percentage interest of each partner in a  
16 partnership applicant.
- 17 g) A certificate of public liability insurance with a limit of not less than  
18 \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 19 h) The city shall be named as an additional insured under the public liability  
20 insurance policy.
- 21 i) The insurance policies shall be endorsed to state that coverage shall not be  
22 changed or cancelled except after 30 days prior written notice (including  
23 by email)
- 24 j) Prior to the issuance of a franchise, and at all times while the permit is in  
25 effect, the applicant shall maintain on file with the Police Department a  
26 certificate of insurance showing evidence of the required coverage limits  
27 and naming the city as additional insured.
- 28 k) If the insurance policies issued to the rental company are cancelled for any  
29 reason, the franchise is automatically suspended. To reinstate the permit,  
30 the rental company shall provide new certificates of insurance to the city.
- 31 l) Proof of insurance for each vehicle as may be required by state law.
- 32 m) Such other information as the applicant may choose or as may be  
33 requested by the city council to demonstrate that the applicant has the  
34 financial ability to perform the conditions of a franchise.  
35

36 **Issuance of franchise.**

- 37 a) The franchise required may be granted by ordinance in accordance with a  
38 showing approved by City Council, after notice and a public hearing on the  
39 issuance of the franchise. The grant or denial shall be by public vote within  
40 45 days of said hearing, to include the date of hearing. Any franchise  
41 granted pursuant to this article shall be subject to modification by  
42 ordinance at any time deemed necessary by the city council for protection  
43 of public health, safety and welfare. Any franchise shall be granted as a  
44 privilege and not as a matter of right. Franchises shall not be issued after  
45 March 1 of every year, except upon a finding by City Council of public  
46 convenience and necessity.
- 47 b) In determining the acceptability of an application, the city council may  
48 consider any factors presented in the application, at a public hearing, or in  
49 any staff report or investigation of matters related to the past record and

- 1 ability of the applicant to perform conditions of this division and the  
2 franchise agreement in a manner that serves the public interests.
- 3 c) Not later than 30 days after the filing of a completed application for a  
4 rental company's franchise, the applicant shall be notified by the city  
5 manager of the date of the public hearing on the issuance or denial of the  
6 franchise.  
7

8 **Operating requirements.**

- 9 a) The rental company shall only accept vehicles at and return vehicles to  
10 the approved rental station locations for which it has a franchise.  
11 Dimensions of drop-off and return locations and appropriate marking and  
12 signage of rental stations may be determined by the City Manager or  
13 designee, should public travel be negatively impacted. The rental  
14 company shall reimburse the city for any and all costs of marking the  
15 pavement designating the franchise area.
- 16 b) The rental company shall post in a conspicuous location at the rental  
17 station the location number assigned to it by the city. The location  
18 number and franchise shall be on file and available for inspection in the  
19 office of the business license division.
- 20 c) The rental company renting mopeds shall make available to each renter  
21 and passengers a safety helmet appropriate for the use.
- 22 d) The rental company shall offer to rent only those vehicles that are in all  
23 respects in good operating condition and fully equipped as required by  
24 state and federal law.
- 25 e) The rental company shall not authorize the renter of a vehicle to permit  
26 another person to operate the vehicle, unless the person is also listed as a  
27 renter and has complied with the provisions of this division.
- 28 f) The rental company shall be responsible for paying all towing costs and  
29 associated storage fees, incurred by its rental vehicles. The city shall send  
30 to the rental company every week a list of parking citations, fees and/or  
31 fines incurred by its rental units. The rental company shall provide the  
32 City with the contact information associated with such citations, fees and  
33 fines within seven days after receipt of the list of citations, fees and fines  
34 incurred by its rental units.  
35

36 **Advertising.**

37 No advertising shall be permitted on any moped or at any rental station except to  
38 identify the name and contact information of the franchise holder.  
39

40 **Renewal of franchise.**

41 All franchises granted under this division are valid for the entire franchise period  
42 unless revoked or suspended prior to expiration. An application to renew a franchise  
43 shall be made not later than 60 days before the expiration of the current franchise.  
44

45 **Denial, suspension or revocation of franchise.**

46 Any franchise granted under this division may be denied, suspended or revoked by  
47 the city council for any of the following reasons:

- 48 a) Fraud or misrepresentation contained in the application for a franchise.  
49 b) Fraud or misrepresentation made in the course of carrying on the  
50 business of vending.

- c) Conduct of the franchised business in such manner as to create a public nuisance or constitute a danger to the public health, safety, welfare or morals.
- d) Conduct which is contrary to the provisions of this division or the franchise.
- e) Failure to use the franchise fully in accordance with its terms within 90 days after notice of the grant of franchise, or within 15 days after notice of non-use, during the term of the franchise.
- f) Failure to qualify for a business license or determination that any condition exists in denial, suspension or revocation.
- g) A determination that the applicant is not able or qualified, by reason of background, medical limitations, financial condition or conditions related to the rental business, to render acceptable service to the public pursuant to this division.
- h) A determination that a more qualified applicant for the same location will accept a franchise.
- i) A determination that no franchise should be granted to any applicant and that a location should be removed from the approved franchise list.
- j) Any franchise granted under this division may be temporarily suspended by the Police Chief/designee for a two-hour period if, at the sole discretion of the Police Chief/designee the continued operation of rental businesses represents a traffic or public safety concern, under the standards of Chapter 19, Article VII. The duration of this temporary suspension may be extended or modified for an additional two hours, subject to immediate appeal to the City Manager or his designee's.

#### **Indemnification.**

The franchisee agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless), the city, its officers and employees, from any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of:

- a) Any act or omission of the franchisee's employees;
- b) The operations of the franchisee;
- c) Any condition of property used in the operation of the franchise; or
- d) Any acts, errors, or omissions of the franchisee.

#### **Conformance with applicable laws.**

Nothing in this article authorizes or is intended to authorize the parking and/or operation of a moped in a manner contrary to applicable laws of the State of South Carolina and parking and traffic regulations of the city.

**Notices:** Notices provided for in this Agreement shall be in writing, delivered by hand or sent via certified mail, return receipt requested to the parties at the following addresses, or such other address as the parties may, from time to time, designate in writing:

**City:** John Pedersen  
City Manager  
P.O. Box 2468

1 Myrtle Beach, South Carolina 29578  
2  
3

4 **Company:**

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8

9 **Amendment or Modification:** This Agreement shall not be amended or modified  
10 except by written instrument executed in the same manner as this Agreement.  
11

12 **Governing Law and Venue:** This Agreement shall be governed in all respects by the  
13 law of the State of South Carolina and shall be subject to the jurisdiction of the  
14 Fifteenth Judicial Circuit, Horry County, South Carolina.  
15

16 WITNESS the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
17

18  
19 In the presence of:

**CITY OF MYRTLE BEACH**

20  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24

By: \_\_\_\_\_  
John G. Pedersen, City Manager

25  
26  
27 In the presence of:

**FRANCHISEE**

28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



Evry LLC  
931A G:1 Scooter  
109 Skings Hwy

## City of Myrtle Beach

### Rental Conveyance Comments/Concerns

Police Department:

None

Business Licensing:

Has current BL for scooter rentals that expires 5-31-18  
no list of scooters in package. MCN 2-23-18

Risk Management:

Insurance does NOT meet the necessary  
requirements. City must be listed as  
an additional insured

Other:

**APPLICATION  
FOR  
FRANCHISE TO RENT CONVEYANCES REGULATED BY CHAPTER 12,  
ARTICLE V, WITHIN THE CITY OF MYRTLE BEACH**

Pursuant to the exercise of its police power the City shall require a franchise for the rental and operation of rental conveyances on the highways, streets, alleys and public ways within its police power jurisdiction and the City has determined that the delivery of these services can be provided most effectively and efficiently through the grant of a non-exclusive franchise. Applications shall be made by completing this form. All sections of this form must be completely filled out and supporting documentation attached. An incomplete application will not be processed and will be returned to the applicant. The provision of false, misleading or incomplete information shall be grounds for denial or revocation of a Franchise.

**APPLICANT INFORMATION**

Owner's Name: Sarah Yakoei Telephone: 843.450.1000  
Residence Address: 2433 Carriage Row Ln.  
Business Address: 109 S. Kings Highway  
Driver's License No.: 007488486 State: SC Expiration Date: 05/11/2020

Persons managing, supervising or conducting business for the owner:

1. Name: Israel Yakoei Telephone: 843.450.2000  
Residence Address: 2433 Carriage Row Ln.  
Driver's License No.: 007750665 State: SC Expiration Date: 8/14/2026  
Position/Title: \_\_\_\_\_

2. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

3. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

**BUSINESS INFORMATION**

Business Name: EVERY LLC Trade Name: GAL Scooter/Nothing over \$199  
Business Address: 109 S. Kings Highway  
Business Telephone: 843.444.1000  
City of Myrtle Beach Business License No.: 27191 Issued Date: June 1, 2017

Type of Business (Check One): ☒ Sole-Proprietor ☐ Partnership ☐ Corporation

Provide the following for ALL owners/partners/corporate officers as applicable:

Name: N/A D.L. no.: \_\_\_\_\_ State: \_\_\_\_\_ Name: \_\_\_\_\_  
D.L. no.: \_\_\_\_\_ State: \_\_\_\_\_

Attach all relevant documents showing the legal formation of the partnership or corporation in the State of South Carolina

Provide a description of the financial condition of your company including assets and liabilities (attach documentation):

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any applicant, owner, partner, officer or any other individual with an interest in the business ever been convicted or entered a plea of guilty or no contest to any crime classified as a felony, misdemeanor or traffic violation? YES ☒ NO ☐

If yes, then please describe below (attach additional sheets if necessary):

Name: See attached Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: SLIP CATCH & 10 Year Disposition: \_\_\_\_\_  
Name: Driving Record Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_  
Name: \_\_\_\_\_ Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_  
Name: \_\_\_\_\_ Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

**The failure of any individual with an interest in this application to fully disclose requested criminal/traffic history information shall be grounds for the City's denial fo the request. Please attach a criminal history report and a 10-year driving history for every individual who has an interest in the proposed business.**

Type of service: Year Round: Days of the week: Season M-Sun 8am-12am  
Hours: Winter M-Sun 9am-5pm  
(describe service schedule): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the applicant provide the insurance required for all authorized units: Yes (MB GOLF CARTS LLC)

Issuing Insurance Company: IPFS Corporation  
Policy Number (if available): \_\_\_\_\_  
Limits of Liability: Per Person: \_\_\_\_\_ Per Occurrence: \_\_\_\_\_  
Property Damage: \_\_\_\_\_

If "No", explain how the applicant will ensure that each unit will comply with the insurance requirements set forth in the City Code of Ordinances.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicants authorized under state law to operate as Self-Insured should attach a copy of such authorization to this application.

Explain why you believe that public convenience and necessity requires the granting of this application (attach statistical data and additional sheets as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that all of the information contained in this application is true and complete to the best of my knowledge. I further certify that I have read and understand the City of Myrtle Beach Regulations for Operation of Moped and Golf Cart Rental Companies and the City of Myrtle Beach Regulations for Operators of ATV's, Mopeds, Golf Carts, LSV's and Scooters, attached hereto.

Applicants Name (printed): Sarah Yakoei

Applicants Signature: Sarah Yakoei Date: 2.8.2018

Attachments: (check those that apply)

- ☒ Receipt for payment of application fee\*
- ☒ List of additional owner, partners or corporate officers
- ☒ Documents that prove the legal formation of the partnership or corporation
- ☒ Documents outlining current financial condition
- ☒ Additional sheets to document crimes
- ☒ Criminal History report for every individual having an interest in the business\*
- ☒ 10-year driving history for every individual having an interest in the business\*
- ☒ Vehicle registration(s) on file
- ☒ Photographs or drawings of proposed color scheme\*
- ☒ Authorization to Self-Insure
- ☐ Additional documentation regarding public necessity, including statistical data

\* denotes attachments required to process this application



STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

SEP 26 2016

NOTICE OF CHANGE OF (1) DESIGNATED OFFICE, (2) AGENT FOR SERVICE OF  
PROCESS, OR (3) ADDRESS OF AGENT

Limited Liability Company - Domestic and Foreign

Filing Fee - \$10.00

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code of Laws §33-44-109, the limited liability company submits the following statement of change.

1. The name of the limited liability company is EVRY, LLC

2. The limited liability company is (check either "a" or "b," whichever is applicable)

☒ a. A South Carolina limited liability company.

☐ b. A foreign limited liability company authorized to transact business in South Carolina.

3. (a) The South Carolina street address of the current designated office for the limited liability company is  
2933 CARRIAGE ROW LANE

Street Address		
MYRTLE BEACH	HORRY	29577
City	County	Zip Code

(b) The name of the company's current agent for service of process is OR EFRATI YAKOEL

(c) The South Carolina street address of the current registered agent's office is  
2933 CARRIAGE ROW LANE

Street Address		
MYRTLE BEACH	HORRY	29577
City	County	Zip Code

4. Check and complete all boxes (a-c) that apply.

☐ (a) The company is changing the address of its designated office.

The new South Carolina address of the designated office of the limited liability company is

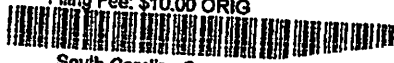
Street Address		
City	161010-0217 EVRY, LLC	Zip Code

FILED: 09/26/2016

Filing Fee: \$10.00 ORIG

Mark Hammond

South Carolina



EVRY, LLC

Name of Limited Liability Company

- ☒ (b) The company is changing its agent for service of process.

The name of the company's new agent for service of process is SARA YAKOEL

I hereby consent to the appointment as registered agent.

James  
Agent's Signature

- ☐ (c) The company is changing the street address of the agent for service of process.

The new South Carolina street address of the registered agent's office is

Street Address

City

County

Zip Code

5. Unless otherwise specified, these articles are effective when endorsed for filing by the Secretary of State.  
Specify the time and date of any delayed effective date 09/22/2016

Or Efrati Yakoel  
Signature (Please see the Filing Checklist below)

OR EFRATI YAKOEL

Print or Type Name

Capacity/Position of Person Signing (You must check one box.)

Date 09/22/2016

- ☐ Manager ☒ Member ☐ Organizer  
☐ Fiduciary ☐ Attorney-in-Fact

Filing Checklist

- Notice of Change of (1) Designated Office, (2) Agent for Service of Process, or (3) Address of Agent (filed in duplicate)
- \$10.00 made payable to the Secretary of State's Office
- Self-Addressed, Stamped Return Envelope
- Make sure the proper individual has signed the form (Please see S.C. Code of Laws §33-44-205(a))  
Limited Liability Company forms filed with the Secretary of State must be signed in the name of the company by a:
  - (1) manager of a manager-managed company
  - (2) member of a member-managed company
  - (3) person organizing the company, if the company has not been formed or
  - (4) fiduciary, if the company is in the hands of a receiver, trustee or other court-appointed fiduciary
- Return all documents to:  
South Carolina Secretary of State's Office  
Attn: Corporate Filings  
1205 Pendleton Street, Suite 525  
Columbia, SC 29201



## Public:

Home

Contact Information

General Information

Alcohol Enforcement

AMBER Alert

Aviation Flight Log

Blue Alert

Cold Case

Concealed Weapons Permit Program

Constables

Counter Terrorism

Crime Reporting &amp; Statistics

Criminal Justice Information Services

Criminal Records Check

Endangered Person Advisory

Homeland Security Grants Admin

Implied Consent

Methamphetamine Tracking/NPLEx

News and Press

Private Investigations &amp; Security Licenses / Registrations

Procurement Services

SC State Agency Spending Transparency

Sex Offender Registry

Unidentified Remains

Vulnerable Adult

Wanted / Unsolved

iLAB

**SLED CATCH**

Citizens Access to Criminal Histories

**Results**Name **ISRAEL YAKOEL**DOB **1959 08 14**Gender **Male**

Maiden Name

SSN **\*\*\*\*\*1752**Transaction **291134231Z**Date of Check **February 09, 2018 at 11:34**

**NO ARREST DATA**  
IN ACCORDANCE WITH  
SEARCH CRITERIA SUBMITTED  
S.C. Law Enforcement Division  
WWW

To Whom it May Concern:

The criminal history search was based upon the criteria furnished. It did not include a fingerprint comparison, which is the only means of positive identification. This **NO ARREST DATA** verification is only valid as of February 09, 2018 at 11:34 since a record may be established after that time. Therefore, if no action is taken within a reasonable period, it is recommended that another check be made.

Sincerely,

Chief Mark Keel  
South Carolina Law Enforcement Division

Return

Another Check



Member:

Secure Services

SLED Headquarters | 4400 Broad River Road | Columbia, SC 29210





## UNOFFICIAL 10 YEAR DRIVER RECORD (Web)

Customer No: 26327918 Driver License No: 7750665  
Name: YAKOEL, ISRAEL  
Address: 2933 CARRIAGE ROW LN  
City: MYRTLE BEACH State: SC Zip: 295772120  
County: HORRY Sex: M Driver Training: N  
DOB: 08/14/1959  
Status - DL: NO SUSPENSION CDL: NO DISQUALIFICATION

### License Information

Type	Class	Function	Issued	Expires	First Issued	Restr.	Endor.	ACN
Current								
DL	D	Renewal	09/21/2016	08/14/2026	04/16/1996	N	N	1011602800007445
Prior								
DL	D	Renewal	08/16/2016	08/16/2017	04/16/1996	N	N	1011605500028849
DL	D	Renewal	08/15/2011	08/14/2016	04/16/1996	N	N	1011103200016446
DL	D	Renewal	07/20/2006	08/14/2011	04/16/1996	N	N	N/A
DL	D	Renewal	07/19/2001	08/14/2006	04/16/1996	N	N	N/A

### Point Summary

Total Current Points: 0  
Driver Credit: -0  
Adjusted Current Points: 0

VIOL: 421 - Speeding 10-mph or less

Violation: 03/06/2015 Conviction: 04/09/2015

ACD: S51 Conviction Loc Ref:

Conviction State: SC

Ticket#: G184159

Recd: 04/23/2015 Post: 05/01/2015

Conviction Reference:

Court Type: Magistrate Court

Violation Points: 2 Current Points: 0

**End of Report**



 **Public:**

[Home](#)

[Contact Information](#)

[General Information](#)

[Alcohol Enforcement](#)

[AMBER Alert](#)

[Aviation Flight Log](#)

[Blue Alert](#)

[Cold Case](#)

[Concealed Weapons Permit Program](#)

[Constables](#)

[Counter Terrorism](#)

[Crime Reporting & Statistics](#)

[Criminal Justice Information Services](#)

[Criminal Records Check](#)

[Endangered Person Advisory](#)

[Homeland Security Grants Admin](#)

[Implied Consent](#)

[Methamphetamine Tracking/NPLeX](#)

[News and Press](#)

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[Procurement Services](#)

[SC State Agency Spending Transparency](#)

[Sex Offender Registry](#)

[Unidentified Remains](#)

[Vulnerable Adult](#)

[Wanted / Unsolved](#)

[iLAB](#)

 **Member:**

[Secure Services](#)



**SLED CATCH**  
Citizens Access to Criminal Histories

## Results

Name **SARAH YAKOEL**

DOB **1963 05 11**

Gender **Female**

Maiden Name

SSN **\*\*\*\*\*9343**

Transaction **2910202073**

Date of Check **February 09, 2018 at 10:20**

**NO ARREST DATA**  
IN ACCORDANCE WITH  
SEARCH CRITERIA SUBMITTED  
S.C. Law Enforcement Division  
WWW

To Whom it May Concern:

The criminal history search was based upon the criteria furnished. It did not include a fingerprint comparison, which is the only means of positive identification. This **NO ARREST DATA** verification is only valid as of February 09, 2018 at 10:20 since a record may be established after that time. Therefore, if no action is taken within a reasonable period, it is recommended that another check be made.

Sincerely,

Chief Mark Keel  
South Carolina Law Enforcement Division

[Return](#)

[Another Check](#)

SLED Headquarters | 4400 Broad River Road | Columbia, SC 29210



## UNOFFICIAL 10 YEAR DRIVER RECORD (Web)

Customer No: 26327919

Driver License No: 7488488

Name: YAKOEL, SARA

Address: 2933 CARRIAGE ROW LN

City: MYRTLE BEACH

State: SC

Zip: 295772120

County: Horry

Sex: F

Driver Training: Y

DOB: 05/11/1963

Status - DL: NO SUSPENSION

CDL: NO DISQUALIFICATION

### License Information

Type	Class	Function	Issued	Expires	First Issued	Restr.	Endor.	ACN
Current								
DL	D	Renewal	10/28/2016	05/11/2026	05/02/1994	N	N	1011604900068056
Prior								
DL	D	Renewal	06/10/2013	05/11/2018	05/02/1994	N	N	1011307400000852
DL	D	Renewal	05/12/2008	05/11/2013	05/02/1994	N	N	N/A
DL	D	Duplicate	06/17/2009	05/11/2013	05/02/1994	N	N	N/A
DL	D	Renewal	03/24/2003	05/11/2008	05/02/1994	N	N	N/A
DL	D	Renewal	04/14/1998	05/11/2003	05/02/1994	N	N	N/A

### Point Summary

Total Current Points: 0

Driver Credit: -0

Adjusted Current Points: 0

ACC: REPORTABLE

Accident: 11/02/2015

Accident Case Number: 15620291

Posted: 11/09/2015

FR-10 Audit Number: M-076763

Accident Jurisdiction: SC Acc Loc Ref: SCHDPT

Contributed: N

**End of Report**

## Transaction Receipt

Your payment posted successfully and your receipt information is shown below. Please print a copy for your records.

### Transaction Summary

**Reference Number:**

1804087819

**Date:**

2/9/2018

**Time:**

11:53:38 AM EST

**CC #:**

\*1002

**Transaction Amount:**

\$6.00

**Donate Life Amount:**

\$0.00

**Processing Fee Amount:**

\$1.10

**Total Amount Charged:**

\$7.10

### Receipt Contact Information

**Contact Name:**

SC.gov Customer Support

**Contact Phone:**

803-771-0131

**Contact Email:**

support@portal.sc.gov

### Description

**Fee Type Charged:**

Driver Record

**Fee Type Charged:**

Donate Life

**Amount:**

\$6.00

**Amount:**

\$0.00

## Transaction Receipt

Your payment posted successfully and your receipt information is shown below. Please print a copy for your records.

### Transaction Summary

**Reference Number:**

1804087494

**Date:**

2/9/2018

**Time:**

11:50:03 AM EST

**CC #:**

\*1002

**Transaction Amount:**

\$6.00

**Donate Life Amount:**

\$0.00

**Processing Fee Amount:**

\$1.10

**Total Amount Charged:**

\$7.10

### Receipt Contact Information

**Contact Name:**

SC.gov Customer Support

**Contact Phone:**

803-771-0131

**Contact Email:**

support@portal.sc.gov

### Description

**Fee Type Charged:**

Driver Record

**Fee Type Charged:**

Donate Life

**Amount:**

\$6.00

**Amount:**

\$0.00

Various Colors  
Used on all  
Carts





NOTHOVE-01

TWEST1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 1000009384 Hub International Carolinas 4331 Robert M. Grissom Parkway, Suite 201 Myrtle Beach, SC 29577		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (866) 903-5324 FAX (A/C, No): (866) 492-8155 E-MAIL: ADDRESS:		
<b>INSURED</b>  Nothing Over \$7.99 Evry LLC dba 2933 Carriage Row Myrtle Beach, SC 29577		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Sentinel Insurance Company, Ltd.		11000
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		22SBMBI3896	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Myrtle Beach 1101 N Oak St. Myrtle Beach, SC 29577	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Dorcas W West
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# South Atlantic Bank

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February 9, 2018

To Whom It May Concern:

At South Atlantic Bank, we consider the opportunity to service our client's financial needs a privilege. Our primary goal is to provide them with effective, competitive products accompanied with superior client service. I am writing on behalf of Evry LLC.

This letter is to verify that Evry LLC does have a Business money market account and a Business checking account at South Atlantic Bank. The account number are 3010010347 and 3010011089 and South Atlantic Bank's routing number is 053208260.

If I can be of further assistance, please do not hesitate to contact me at 843-839-4953.

Kindest Regards,



Katie Petersen  
Banking Officer  
Assistant Branch Manager

SOUTH ATLANTIC BANK  
P.O. BOX 70130  
MYRTLE BEACH, SC 29572