

March 13, 2018 - Presented for 1st Reading

2018-15 (1ST 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 DERRICK AND BARBARA HAYNES D/B/A/ KICKBACK KORNER LLC, KICKBACK CORNER GOLF CARTS, LOCATED AT 506 YAUPON DRIVE, 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 1st 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 DERRICK AND
BARBARA HAYNES D/B/A KICKBACK
KORNER LLC, KICKBACK KORNER GOLF
CARTS, LOCATED AT 506 YAUPON
DRIVE, 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 DERRICK AND BARBARA HAYNES D/B/A KICKBACK KORNER LLC, KICKBACK KORNER GOLF CARTS, LOCATED AT 506 YAUPON DRIVE, 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:

20

21

22

23

24

25

26

27

28

29

30

31

CITY OF MYRTLE BEACH

By: _____
John G. Pedersen, City Manager

In the presence of:

FRANCHISEE

By: _____

Its: _____

Kickback Komer LLC
506 Yaupon Dr

City of Myrtle Beach

Rental Conveyance Comments/Concerns

Police Department:

None

Business Licensing:

Has a current BL for golfcart rentals that expires on 5/31/2018
no list of golf carts in package mcm 2/23/18

Risk Management:

No Insurance Certificate - Does not
meet requirements - P

Received a certificate of insurance on 3-2-2018.

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: Derrick & Barbara Haynes Telephone: 843-992-6051
Residence Address: 3768 Citation Way #1126 Myrtle Beach SC 29577
Business Address: 506 Yaupon Dr, Myrtle Beach SC 29577
(His) Driver's License No.: 011616519 State: SC Expiration Date: 01-27-2026
(Hers) Driver's License No.: 008192622 State: SC Expiration Date: 03-11-2019

Persons managing, supervising or conducting business for the owner:

1. Name: _____ Telephone: _____
Residence Address: _____
Driver's License No.: _____ State: _____ Expiration Date: _____
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: Kickback Korner, LLC Trade Name: Kickback Korner Golf Carts
Business Address: 506 Yaupon Dr, Myrtle Beach SC 29577
Business Telephone: 843-992-6051
City of Myrtle Beach Business License No.: 30822 Issued Date: 06-01-2017

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

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

Name: Derrick Haynes D.L. no.: 011616519 State: SC Name:
Barbara Haynes D.L. no.: 008192622 State: SC

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):

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: _____ Disposition: _____
Name: _____ 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 for 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: Beach Season, 7 days a week
Hours: 8am - Dusk
(describe service schedule): _____

Will the applicant provide the insurance required for all authorized units: Yes (MB Golf Carts)

Issuing Insurance Company: _____
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): Derrick Haynes & Barbara Haynes

Applicants Signature:  Barbara Haynes Date: 2-9-2018

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

The State of South Carolina



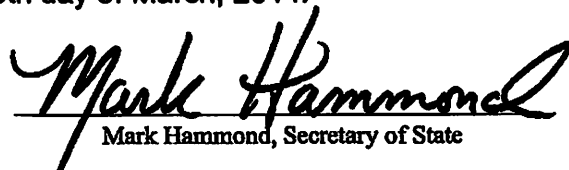
Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

KICKBACK KORNER, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on March 10th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
10th day of March, 2014.


Mark Hammond, Secretary of State

MAR 10 2014

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic
Filing Fee - \$110.00

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

Kickback Korner, LLC

*NOTE: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

506 Yaupon Dr Street Address
Myrtle Beach City 29577 Zip Code

3. The initial agent for service of process is

Derrick Haynes Name [Signature] Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

181 Haynes Pl Street Address
Georgetown City 29440 Zip Code

List the name and address of each organizer. Only one organizer is required, but you may have more than one.

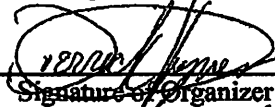
(a) Derrick Haynes Name

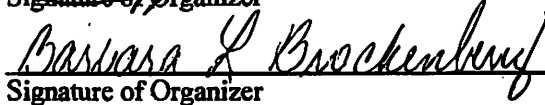
181 Haynes Pl Street Address
Georgetown City SC State 29440 Zip Code

(b) Barbara L Brockenberry Name

210 Blue St Street Address
Darlington City SC State 29532 Zip Code

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.
- (a) _____
Name
- _____
- Street Address
- _____
- City State Zip Code
- (b) _____
Name
- _____
- Street Address
- _____
- City State Zip Code
7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
- _____
9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.
10. Each organizer listed under number 4 must sign.


Signature of Organizer


Signature of Organizer

Date

Date



SLED CATCH
Citizens Access to Criminal Histories

Results

Name **DERRICK HAYNES**

DOB **1959 01 27**

Gender **Male**

Maiden Name

SSN

Transaction **28191936BO**

Date of Check **February 08, 2018 at 19:19**

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 08, 2018 at 19:19 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



SLED CATCH
Citizens Access to Criminal Histories

Results

Name **BARBARA HAYNES**
DOB **1963 03 11**
Gender **Female**
Maiden Name **LUNN**
SSN
Transaction **282020JYXT**
Date of Check **February 08, 2018 at 20:02**

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 08, 2018 at 20:02 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



Certified to be a true and correct
copy of the original document on file
with the South Carolina Department of
Motor Vehicles.

A. L. Phelps
Procedures & Compliance, Director

OFFICIAL 10 YEAR DRIVER RECORD

Customer No: 23709880 Driver License No: 11616519
Name: HAYNES, DERRICK EARL
Address: 181 HAYNES PL
City: GEORGETOWN State: SC Zip: 294406336
County: GEORGETOWN
DOB: 1/27/1959 Sex: M Driver Training: N
Status - DL: NO SUSPENSION CDL: NO DISQUALIFICATION

License Information

Type	Class	Function	Issued	Expires	First Issued	Rest.	Endor.	ACN
Current								
DL	D	Renewal	01/15/2016	01/27/2026	10/08/2001	N	N	1011525400002102
Prior								
DL	D	Renewal	02/17/2006	01/27/2016	10/08/2001	N	N	N/A
DL	D	Modify	03/15/2012	01/27/2016	10/08/2001	N	N	1011131300062117
DL	D	Original	10/08/2001	01/27/2006	10/08/2001	N	N	N/A
DL	D	Reissue	10/08/2001	01/27/2006	10/08/2001	N	N	N/A

Address Change -

Address: 271 CHURCH ST
City: SOCIETY HILL State: SC Zip: 295938605
Date Changed: 03/15/2012

Point Summary

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

VIOL: 442 - Disobeying an official traffic device
Violation: 03/28/2013 Conviction: 04/29/2013
ACD: M14 Conviction Loc Ref:
Conviction State: GA

Ticket#: 24809064
Recd: 05/20/2013 Post: 06/13/2013
Conviction Reference:
Court Type: MUNICIPAL COURT
Violation Points: 4 Current Points: 0

VIOL: 426 - Operating with improper lights
Violation: 06/05/2010 Conviction: 06/23/2010
ACD: E05 Conviction Loc Ref:
Conviction State: SC

Ticket#: 37559FG
Recd: 07/28/2010 Post: 08/19/2010
Conviction Reference:
Court Type: MUNICIPAL COURT
Violation Points: 2 Current Points: 0

ACC: REPORTABLE

Accident: 12/08/2008
Accident Case Number: 8142570
Accident Jurisdiction: SC Acc Loc Ref: SCHDPT
Contributed: N

Posted: 01/05/2009
FR-10 Audit Number: Z-192169
History: N

ACC: REPORTABLE

Accident: 09/07/2008
Accident Case Number: 8099849
Accident Jurisdiction: SC Acc Loc Ref: SCHDPT
Contributed: Y

Posted: 09/18/2008
FR-10 Audit Number: R-334913
History: N



OFFICIAL 10 YEAR DRIVER RECORD

Customer No: 22433328 Driver License No: 8192622
Name: HAYNES, BARBARA LUNN
Address: 210 BLUE ST
City: DARLINGTON State: SC Zip: 295322626
County: DARLINGTON
DOB: 3/11/1963 Sex: F Driver Training: N
Status - DL: NO SUSPENSION CDL: NO DISQUALIFICATION

License Information

Type	Class	Function	Issued	Expires	First Issued	Rest.	Endor.	ACN
Current								
CDL	B	Modify	08/05/2015	03/11/2019	05/17/2004	Y	Y	1011504000015622
Prior								
CDL	B	Renewal	12/27/2013	03/11/2019	05/17/2004	Y	Y	1011316200015012
CDL	B	Renewal	03/09/2009	03/11/2014	05/17/2004	Y	Y	N/A
CDL	B	BP to DL	05/17/2004	03/11/2009	05/17/2004	Y	Y	N/A
CBP	B	Returned	12/20/2003	06/20/2004	12/20/2003	Y	Y	N/A
CBP	B	Original	12/20/2003	06/20/2004	12/20/2003	Y	Y	N/A
DL	D	Returned	03/07/2001	03/11/2006	03/06/1996	Y	N	N/A
DL	D	Renewal	03/07/2001	03/11/2006	03/06/1996	Y	N	N/A

Current

Restrictions: A Corrective Lens
P1 Excepted Interstate
Endorsements: P Bus (Passengers)

Name Change -

Name: BROCKENBERRY, BARBARA LUNN

Date Changed: 08/05/2015

Point Summary

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

VIOL: 421 - Speeding 10-mph or less
Violation: 12/13/2011 Conviction: 01/11/2012
ACD: S51 Conviction Loc Ref:
Conviction State: SC

Ticket#: 89677FV
Recd: 01/20/2012 Post: 02/02/2012
Conviction Reference:
Court Type: MUNICIPAL COURT
Violation Points: 2 Current Points: 0

VIOL: 441 - Speeding more than 10 mph but LT 25 mph

Violation: 04/06/2010 Conviction: 06/03/2010
ACD: S92 Conviction Loc Ref:
Conviction State: VA

Ticket#: 1000331600
Actual Speed: 75 Posted Speed: 60
Recd: 06/28/2010 Post: 07/20/2010
Conviction Reference:
Court Type: DISTRICT COURT
Violation Points: 4 Current Points: 0

Certified to be a true and correct
copy of the original document on file
with the South Carolina Department of
Motor Vehicles.

[Signature]

Various Colors
Used on all
Carts





Phone: (843)918-2389 Fax: (843)918-2358

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2018

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).

PRODUCER All Sufficient Insurance PO Box 31298 Myrtle Beach, SC 29588 License #: 386225	CONTACT NAME: Iris Barbosa PHONE (A/C, No, Ext): (843)445-7888 FAX (A/C, No): (888)503-2558 E-MAIL ADDRESS: commdept5023@gmail.com INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: SCWIND INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Derrick or Barbara Haynes DBA Kickback Korner, LLC PO Box 3392 Myrtle Beach, SC 29577	

COVERAGES

CERTIFICATE NUMBER: 00000000-111324

REVISION NUMBER: 5

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 CERTIFICATION 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BP 1589597A	07/30/2017	07/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	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 N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	WIND & HAIL		1072731-1	08/14/2017	08/14/2018	CONTENTS \$ 20,000

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

City of Myrtle Beach is also listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Myrtle Beach PO Box 2468 Myrtle Beach, SC 29578	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 <i>Marie A Young</i> (IMB)
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