
1 R2019-56: TO AUTHORIZE A TEMPORARY OBSTRUCTION FOR
2 CONSTRUCTION PURPOSES OF 2,268 SQ. FT. PORTION OF AN ALLEY
3 LOCATED ADJACENT TO 5200 NORTH OCEAN BOULEVARD.

4 **Applicant/Purpose:** Spann Roofing / to temporarily close an alley for use as a
5 construction staging area.

6
7 **Brief:**

- 8 • Dunes Village Resort is undertaking some roof repairs.
- 9 • The contract requests to temporarily obstruct 2,268 sf of an adjacent alley to
10 serve as a construction staging area.
- 11 • The repairs are expected to take about 6 weeks (10/22/19 - 11/30/19).

12
13 **Issues:**

- 14 • Public & resort guests' use of this portion of the adjacent alley will be
15 temporarily closed/restricted during the construction period.
- 16 • This portion of the alley is planned to be closed/restricted thru 11/30/19.
- 17 • Contractor is required to return staging area to a condition which is equivalent
18 to which existed before construction.
- 19 • Contractor agrees to indemnify & hold City harmless from any claims which
20 may arise from the obstruction in this area.

21
22 **Public Notification:** Normal meeting notification.

23
24 **Alternatives:** None considered.

25
26 **Financial Impact:** Per ordinance 2006-20, the encroachment fee = \$2,277.

27
28 **Manager's Recommendation:** I recommend approval.

29
30 **Attachment(s):** Resolution & application.

RESOLUTION R2019-56

**CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA**

**TO AUTHORIZE A TEMPORARY
OBSTRUCTION FOR
CONSTRUCTION PURPOSES OF
2,268 SQ. FT. PORTION OF AN
ALLEY LOCATED ADJACENT TO
5200 NORTH OCEAN BOULEVARD**

WHEREAS, Spann Roofing Company (hereinafter referred to as "the applicant"), having shown good cause, be allowed to temporarily obstruct a 2,268 square foot portion of an alley adjacent to 5200 N. Ocean Blvd, site of the Dunes Village Resort roofing project, by fencing said area for use as a construction staging and storage area from October 23, 2019 Through November 30, 2019.

IT IS FURTHER RESOLVED that applicant shall be required to secure the sites by fencing the area in a manner approved by the City Engineer.

IT IS FURTHER RESOLVED that permission for the applicant to obstruct this public right-of-way is granted on the condition that the applicant shall comply with all applicable provisions of Ordinance No. 86-33, as amended by Ordinance No. 87-31. Also, following the approved duration of the obstruction, the applicant shall restore the public right-of-way to a condition equivalent to that which existed before the granting of the obstruction.

IT IS FURTHER RESOLVED that permission for the applicant to obstruct this public right-of-way is granted on the condition that the applicant shall agree to indemnify and hold harmless the City of Myrtle Beach, its officers, employees and agents from any claims or actions of any nature which may arise as a result of the above mentioned obstruction, and shall continuously maintain in effect an amount and type of liability insurance as shall be required by the City of Myrtle Beach.

SIGNED AND SEALED this 22nd day of October 2019.

BRENDA BETHUNE, MAYOR

ATTEST:

JENNIFER STANFORD, CITY CLERK

Parking Meters March 1 -October 31, the cost of using is \$10.00 per day per meter



APPLICATION FOR A TEMPORARY CONSTRUCTION ENCROACHMENT PERMIT

This application is to request a Temporary Construction Encroachment use of public alley or right-of-way in the City of Myrtle Beach. Requests for encroachment and/or non-exclusive use are considered by City Council at their regularly scheduled meetings on the second and fourth Tuesdays at 7:00 p.m. in the Courtroom of the Law Enforcement Center at 1101 Oak Street. **TO BE PLACED ON THE COUNCIL'S AGENDA, THE COMPLETED APPLICATION MUST BE SUBMITTED FIFTEEN (15) DAYS PRIOR TO THE REGULARLY SCHEDULED MEETING AT WHICH CONSIDERATION OF THIS REQUEST IS DESIRED.**

The following shall be submitted with a request for Encroachment or Non-Exclusive Use of Public Property:

\$100.00 Non-refundable Filing Fee (per Application). Spann Roofing and Sheet Metal
Applicant

5 Sets of Site Plans indicating the following items: 5200 Ocean Blvd, Myrtle Beach, SC
Address 29577

1. Recent boundary survey of adjacent property, preferably no larger than 11" X 17"
2. Total square footage of encroachment
3. Coastal Protection Lines (both City and State, if applicable)
4. Pedestrian walkways and/or Vehicular use areas
5. Fence or barrier to secure area
6. Emergency Service Access

Proof of ability to obtain General Liability Insurance Coverage

Required terms: (1) Minimum Combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. (2) City of Myrtle Beach named as an "Additional insured". (3) Provide the City thirty (30) days prior written notice of cancellation or modification. (4) Provide the City an acceptable certificate of insurance prior to construction and for the duration of the encroachment. Insurance may be provided by property owner or applicant.

Hold Harmless Indemnification Agreement

This application in no manner implies approval or acceptance of the proposed encroachment by the City of Myrtle Beach nor does the City waive its right and privilege to deny such application or to remove any encroachment.

GENERAL SCOPE OF ENCROACHMENT: (Check all applicable)

☒ **Storage Area** ☒ **Staging Area** ☒ **Crane Location Area**
☐ **Other (Specify)** _____

Expected duration of encroachment: Months _____ Days 45

Total square footage occupied by encroachment: 2,268

Description and justification: (Attach additional pages, if necessary):

Roof Replacement on Dunes Resort Ocean side- need for crane, dumpsters and materials

GENERAL SCOPE OF ENCROACHMENT (Cont.)

Address of Construction site: 5200 Ocean Blvd, Myrtle Beach, SC 29577

Tax map parcel no. of Construction Site: _____

Legal description of Construction Site (Section, Block, Lot): Roofing Replacement at balcony

APPLICANT INFORMATION:

Applicant name: Spann Roofing and Sheet Metal

Key contact person: Kristina Zushma

Mailing address: 459 Allied Dr. Conway, SC 29526

Telephone: 908-268-2959 **Fax:** _____

The undersigned hereby certifies that all information and attachments are true and correct to the best of my (our) knowledge and belief.



Signature of Applicant or Duly Authorized Agent

10/17/19

Date

Signature of Co-Applicant/Agent

Date

FOR OFFICE USE ONLY:

RECEIVED BY: _____ DATE: _____

FILING FEE RECEIPT NO: _____ DATE: _____

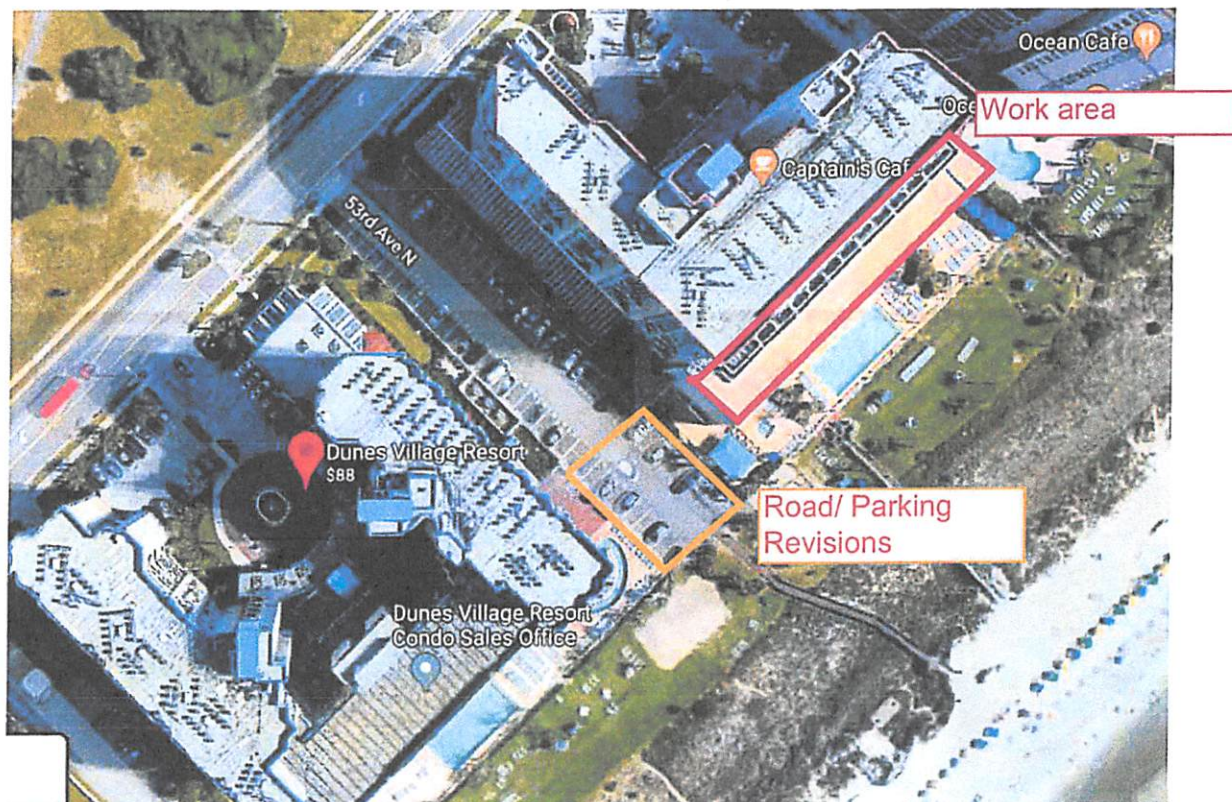
DEPARTMENTAL REVIEW

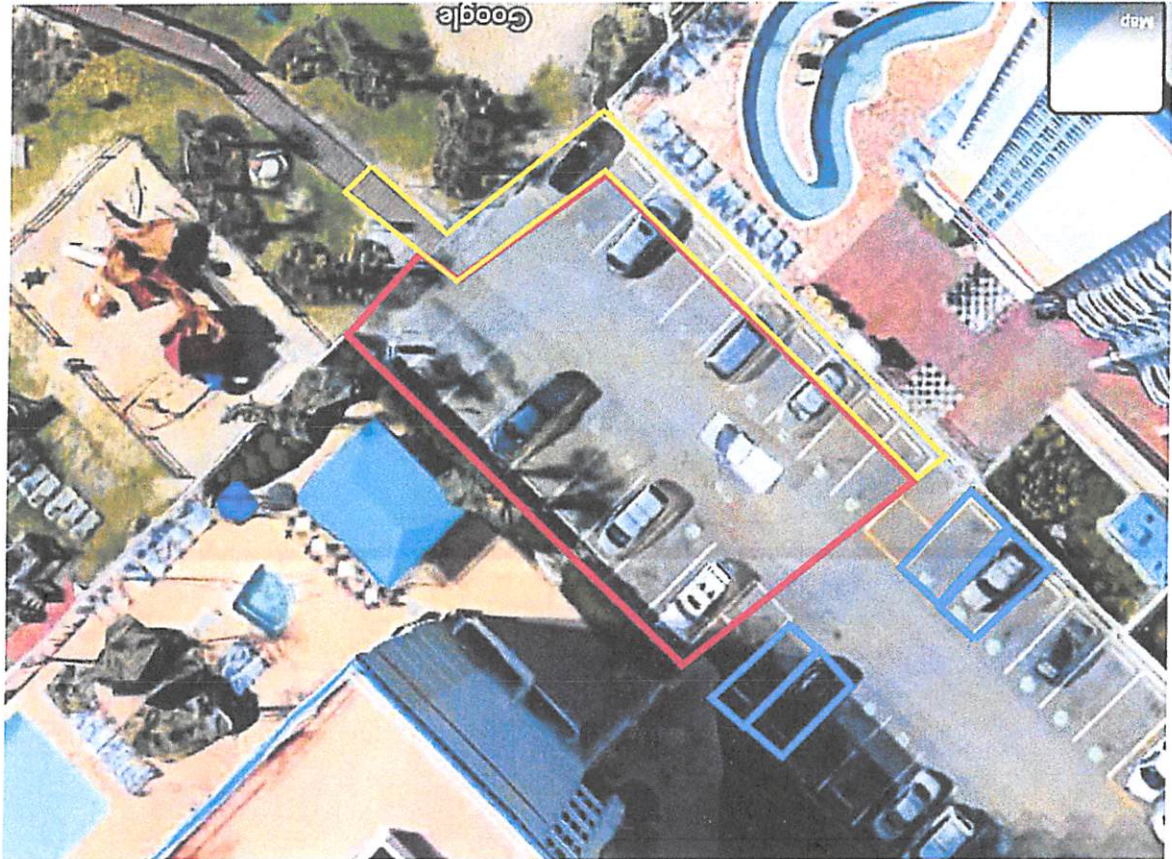
____ ZONING ____ ENGINEERING ____ FIRE ____ POLICE ____ RISK MANAGER

FINAL ACTION

APPROVED DISAPPROVED DATE

MYRTLE BEACH CITY COUNCIL RESOLUTION ☐ ☐ _____





Construction to start on Monday 10.21.19, will need to block off area on Friday 10.18.19, at this time they will block off parking, install identification for walkway and temp handicap signs. We will be on site for several weeks everyday except Sundays. A man will be on the ground at all times for crane operation and traffic.

RED- Construction zone complete- Crane will be placed here/ dumpsters/ misc materials and construction parking

Yellow- Pedestrian walk way- will be marked and easy access

Blue- Relocated Handicap parking- temp signs will be installed by me

Client#: 1755866

15SPANNROO1

ACORD_{TM}**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/20/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 47 Airpark Court (29607) P.O. Box 27149 Greenville, SC 29616-2149		CONTACT NAME: Lisa Yokeum PHONE (A/C, No, Ext): 864 297-4444 FAX (A/C, No): E-MAIL ADDRESS: SCCertificates@McGriffInsurance.com	
INSURED Spann Roofing Repair Services LLC 459 Allied Drive Conway, SC 29526		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company INSURER B: FCCI Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25445 10178

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RCS0029604	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	CA10002515501	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	RUS0006204	05/01/2019	05/01/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

Job: 18800 Dunes Village Resort Balcony Roof

As required by and specified in a written contract or agreement, Dunes Village Resort, Owner, and REI AND ANY OTHER PARTY SPECIFIED IN THE CONTRACT are included as additional insureds as respects to the General Liability and Automobile Liability but only with respect to liability arising out of the named insured's (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

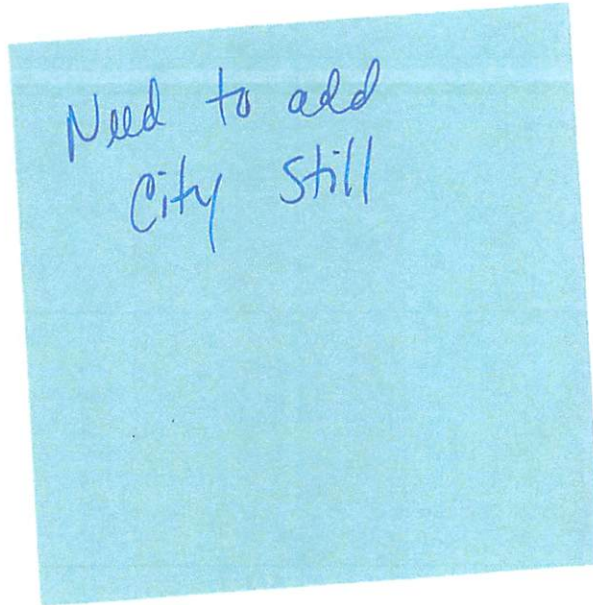
Dunes Village Resort Attn: Ray Harter 5300 Ocean Blvd. Myrtle Beach, SC 29577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa M. Yokeum</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

operations under said written contract or agreement and always subject to the terms, conditions and exclusions of the policy forms.

Umbrella Liability is follow form subject to policy forms, terms, conditions, exclusions and endorsements.



CITY OF MYRTLE BEACH)
COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

HOLD HARMLESS INDEMNIFICATION AGREEMENT

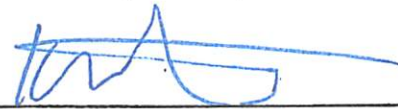
The following terms and conditions are hereby incorporated as provisions for issuance of Temporary Construction Encroachment Permit Number _____ issued to: _____

Herein "Permittee", at the vicinity of the job address specified on said Permit Application, and in compliance with Ordinance Number 86-33 as amended by Ordinance Number 87-31 and a Resolution (copy attached), adopted by the Mayor and Council for the City of Myrtle Beach:

"Permittee agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses and liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of Permittee's use of any right-of-way, as approved under ordinance numbers and resolution referenced herein, that are due to the negligence of Permittee, its officers, employees or agents. Permittee further agrees to investigate, handle, respond to, provide defense for the same at its sole expense and to bear all other costs and expenses related thereto."

PERMITTEE


WITNESS


DATE 10/7/19