

Permit Guidelines for Spot Dredging

1 Submittal Forms (Contractors only):

- a. Spot Dredging Application
- a. Notice of Commencement (project value: \$2500.00 or more)

2. Information Required: (2 copies of each):

- a. A copy of the marine contractor's insurance certificate covering dredge activities.
- b. Name, address and telephone number of the owners of the real property abutting the area to be dredged.
- c. The legal description of said real property.
- d. A plan, sketch, drawing or other similar document of suitable scale, showing the submerged area in which the spot dredge will be performed.
- e. A statement executed by the marine contractor indicating where the dredged material will be placed or located after removal from the waterway
- f. A statement executed by the marine contractor that no more than twenty-five (25) cubic yards of dredged material will be removed from the location.
- g. An Indemnification and Hold Harmless Agreement from the contractor to the City of Cape Coral executed by the contractor.
- h. An Indemnification and Hold Harmless Agreement from the contractor to the City of Cape Coral executed by the property owner.

3. Routing:

Plan Tracker 1 and Spot Dredging review

4. Limitations:

- a. No more than Twenty-five (25) cubic yards of dredged material shall be removed from the location subject to the spot dredging permit.
- b. Vessels owned or leased by governmental entities, including, but not limited to, the City, Lee County or the State of Florida, contractors or subcontractors under agreement with the aforementioned governmental agencies and private entities or persons who obtain their own permit from the appropriate regulatory agency(s), which are conducting dredging operations, are exempt from the provisions within this selection.

5. Note:

- a. Any person that is found to have violated this section shall be punished as provided in sections 1-14, 2-81 through 2-116 or in Chapter 6, of this Code.

5. Inspection:

Notice of Commencement

PW – Spot Dredge Preliminary Site

PW – Spot Dredge Site Final

6. Fees:

Spot Dredge	\$75.00
SDR Processing Fee	\$26.00

PW – 1050
7 15 11 bj

CITY OF CAPE CORAL

PERMIT #	
DATE	CLERK

SPOT DREDGING PERMIT (25 cy or less) Payment type: Check Escrow

CONTRACTOR INFORMATION			
Contractor Business Name		License Holder's Name	
Mailing Address <i>(Please include Zip)</i>		City License #	
Phone #	Fax #	State License #	
Dredge Method		Contact Person	
Method of Spoil Disposal			
PROPERTY INFORMATION			
Property Owner			Phone
Site Address			Canal name
Block	Lot	Unit	Strap Number
Zoned <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial			
PLANS MUST INCLUDE A dimensioned sketch of the dredge site including seawall, property boundary lines, and adjacent docks or other over water structures. Indicate water depths from MLW (Mean Low Water) datum and date of measurement.		ENVIRONMENTAL CONSIDERATIONS Flotation mounted turbidity curtains reaching to the bottom shall be placed in the water completely around the construction site when dredging commences. Total cubic yards removed shall be recorded. All dredged material is to be removed from the canal and disposed of in a proper manner.	
I certify that I have entered into a contract with the owner/agent of the subject property to make the specified improvements to, or perform the contracting at, the real property specified in this application. Further, I, the undersigned applicant for this permit, hereby certify that the information hereon is true and correct to the best of my knowledge, and further that I agree to comply with ordinances relating to building construction in the City of Cape Coral, Florida. NOTICE: In addition to the requirements of this permit, there may be additional restrictions that may be found in the public records of this county or that may be required from other governmental entities such as water management district, state agencies or federal agencies.			
NAME (PLEASE TYPE OR PRINT)		SIGNATURE	
(SIGNATURE MUST BE NOTARIZED)			
STATE OF _____, COUNTY OF _____			
Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, who is personally known to me or produced _____ as identification.			
Exp. Date _____ Commission Number _____			
Signature of Notary Public: _____			
Printed name of Notary Public: _____			
FOR OFFICE USE ONLY			
PW SERVICES DIVISION	Date:	Approved Use: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spoil Site Approval Date: <input type="checkbox"/> Yes <input type="checkbox"/> No
Verified by:			
Fees		Approvals	
Dredging Permit:		Dredging Approval by:	Date:
Plan Review:		Zoning Approval by:	Date:
Total:		Released by (permit tracker):	Date:
Issued by (Building Clerk):		Issue Date:	Expiration Date:

City of Cape Coral Permit Requirements:

- Before starting, Public Works Department must be notified 3 days prior to commencement of work so that the Army Corp of Engineers, Regulatory Division can be notified.
- Turbidity curtains must be placed in the water around the construction site.
- Background turbidity readings at the outside of the boom and vegetation (if present) will be recorded.
- Compliance Turbidity Readings must be taken every hour in the plume just outside the curtains and be recorded.
- All monitoring data shall be submitted within one week of analysis with documents containing the following information: Permit number, dates of sampling and analysis, methods used in collection, handling, storage and analysis of the samples.
- A map of sample locations.
- A statement by the individual responsible for implementation of the sampling and analyses has an approved quality control and assurance plan on file with the DEP, or the field equipment meets similar standards.

SPOT DREDGING PERMIT DOES NOT AUTHORIZE CANAL CLOSURE.

Revised 12/20/05 amc

Notice of Commencement

Permit # _____ Tax Folio # _____ State of _____ County of _____

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: (legal description of the property, and street address if available)

2. General description of improvement:

3. Owner's information:
Name: _____ Phone _____ Fax _____
Address: _____
4. Contractor's information:
Name: _____ Phone _____ Fax _____
Address: _____
5. Surety information:
Name: _____ Phone _____ Fax _____
Address: _____ Amount of Bond _____
6. Lender information:
Name: _____ Phone _____ Fax _____
Address: _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:
Name: _____ Phone _____ Fax _____
Address: _____
8. In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided by Section 713.13(1)(b), Florida Statutes.
Name: _____ Phone _____ Fax _____
Address: _____
9. Expiration date of Notice of Commencement (the expiration date is one year from the date of recording unless a different date is specified). Date: _____

Owner's Name _____ Signature _____

STATE OF _____, COUNTY OF _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____ who is personally known or produced _____ as identification.

Exp. Date: _____ Commission Number: _____

Signature of Notary Public: _____

Printed name of Notary Public: _____

CONTRACTOR

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BY _____

THIS AGREEMENT made and executed, on this _____ day of _____, 20____,
by _____, a marine contractor licensed to conduct business within the City of
Cape Coral (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the City has been issued permits from the Department of Environmental Protection and the Army Corps of Engineers to dredge the canals within the boundaries of the City; and

WHEREAS, the permits are valid for the spot dredging of the canals by marine contractors employed by the property owners to spot dredge a canal within 25 cubic feet of the property owners seawall as authorized by the agencies granting the permit to the City; and

WHEREAS, the City and the Contractor wish to arrive at a mutually beneficial agreement with respect to the spot dredging which will make canals more useful and enjoyable.

WHEREAS, the Contractor is aware of certain risks involved in spot dredging, the risks include, but are not limited to, the collapse of the owner's seawall or the seawall of a nearby property, the potential damage to marine improvements of the owner or of the neighbors, and the potential damage to vessels of the owner or the neighbors.

NOW, THEREFORE, the Contractor, hereby agrees to hold harmless, release and indemnify the City of Cape Coral, its employees, agents, offices or representatives from any and all claims, suits, judgments or damages, losses and expenses including, but not limited to, court costs, liability settlements, expert witness and professional consultation services, out of pocket expenses and attorney fees, arising from, pertaining to, or resulting, either directly or indirectly, from the spot dredging by Contractor and/or any person employed or utilized by Contractor

Witnessed by: _____, Contractor

Signature By: _____

Signature

Printed Name Printed Name

Signature Signature

Printed Name Printed Name

PROPERTY OWNER(S)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BY _____

THIS AGREEMENT made and executed, on this _____ day of _____, 20____,
by _____, a marine contractor licensed to conduct business within the City of
Cape Coral (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the City has been issued permits from the Department of Environmental Protection and the Army Corps of Engineers to dredge the canals within the boundaries of the City; and

WHEREAS, the permits are valid for the spot dredging of the canals by marine contractors employed by the property owners to spot dredge a canal within 25 cubic feet of the property owners seawall as authorized by the agencies granting the permit to the City; and

WHEREAS, the City and the Contractor wish to arrive at a mutually beneficial agreement with respect to the spot dredging which will make canals more useful and enjoyable.

WHEREAS, the Contractor is aware of certain risks involved in spot dredging, the risks include, but are not limited to, the collapse of the owner's seawall or the seawall of a nearby property, the potential damage to marine improvements of the owner or of the neighbors, and the potential damage to vessels of the owner or the neighbors.

NOW, THEREFORE, the Owner(s), hereby agree(s) to hold harmless, release and indemnify the City of Cape Coral, its employees, agents, offices or representatives from any and all claims, suits, judgments or damages, losses and expenses including, but not limited to, court costs, liability settlements, expert witness and professional consultation services, out of pocket expenses and attorney fees, arising from, pertaining to, or resulting, either directly or indirectly, from the spot dredging by Owner's Contractor and/or any person employed or utilized by Owner's contractor

Witness:

Owner(s):

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name