



PERMIT #:			
DATE:		CLERK:	

SPOT DREDGING PERMIT (25 cy or less).
SPOT DREDGING PERMIT DOES NOT AUTHORIZE CANAL CLOSURE.

CONTRACTOR INFORMATION

Contractor Business Name: _____		License Holder's Name: _____	
Mailing Address (Please include Zip): _____		City License #: _____	
Phone #: _____	Email: _____	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: _____ Residential		_____ Commercial _____ Industrial	

<p>PLANS MUST INCLUDE: A dimensional 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. The marine improvement area shall be calculated in accordance with § 3.16 of the City of Cape Coral's Land Use and Development Regulations.</p>	<p>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.</p>
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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 heron 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 NOTORIZED)	
STATE OF _____, COUNTY OF _____	
Subscribed and sworn to (or affirmed me this _____ day of _____, 20_____, who is personally known to me or Produced _____ as identification.	
Exp. Date: _____ Commission Number: _____ Signature of Notary Public: _____	

FOR OFFICE USE ONLY

PW SERVICES DIVISION Verified By: _____	Date: _____	Approved Use: ____ Yes ____ No	Spoil Site Approval Data: ____ Yes ____ No
Fees Dredging Permit: _____ Plan Review: _____ Total: _____	Approvals Dredging Approval by: _____ Date: _____ Zoning Approval by: _____ Date: _____ Released by (permit tracker): _____ Date: _____		
Issued by (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 individuals responsible for implementation of the sampling and analysis has an approved quality control and assurance plan on file with the DEP, or the field equipment meets similar standards.

For assistance please contact Development Services at devservice@capecoral.net or (239) 573-3167.



**PROPERTY OWNER'S
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made and executed, on this _____ day of _____, 20 ____, by _____, the owner(s) of real property described as _____ within the City of Cape Coral (hereinafter, "Owner")

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 spot dredging of the canals by marine contractors employed by property owners to spot dredge a canal within 25 feet of the property owners seawall as authorized by the agencies granting the permit to the City; and

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

WHEREAS, the owner 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 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 of the neighbors.

NOW, THEREFORE, the Owner(s) hereby agree(s) to hold harmless, release and indemnify the City of Cape Coral, its employees, agents, officers 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's fees, arising from, pertaining to, or resulting, either directly or indirectly, from the spot dredging by the Owner's contractor and/or any persons employed or utilized by the Owner or contractor.

Witnessed:

Owner(s):

by: _____
Signature

by: _____
Signature

Printed Name

Printed Name

by: _____
Signature

by: _____
Signature

Printed Name

Printed Name



**CONTRACTOR'S
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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's 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: _____
Signature

Printed Name

by: _____
Signature

Printed Name

Owner(s):
by: _____
Signature

Printed Name

by: _____
Signature

Printed Name