

## Summary of Public Works Permit Process for City Swale Areas:

Three most common scenarios for maintaining grass swale areas are as follows:

### Option 1 (Preferred Option): Grass

Maintain grass in swales using proper turfgrass management practices.

- No permit or restrictive covenant is required.

### Option 2: Swale Plantings

Residents may plant up to 100% of the swale area with low groundcover plants to be maintained at a maximum height of 30" from grade, with an approved Public Works permit for swale planting.

- Public Works Permit is required - No Permit Fee.\* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.

### Option 3: Swale Plantings and Decorative Crushed Stone

In locations where proper turfgrass management is not feasible, such as in heavy shaded areas, or areas where there is excessive vehicle parking, decorative crushed stone and low landscape plants can be allowed with an approved Public Works permit, a Restrictive Covenant Agreement, and a Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.

Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis.

- Public Works Permit is required - No Permit Fee.\* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is required.

### \* Layout Plan Requirement for Permit Application:

A sketch or plan of the proposed layout is required as part of the Public Works Permit application for Option 2 and Option 3 above. Sketches and plans can be hand drawn or computer drawn. The following are some examples of potential sketch or plan options:

1. Use a copy of an existing property survey to draw by hand or computer the proposed layout with dimensions and materials indicated.
2. Modify by hand or computer the sample alternative swale diagrams provided as part of this informational package to show the proposed layout with dimensions and materials indicated.
3. Print a photograph of the swale on 8.5x11 copy paper and mark the layout, dimensions, and proposed materials by hand or by computer on the photograph.
4. Use upside down marking spray paint to mark your proposed layout on the existing ground/grass in your swale area and then take photographs of the swale area with the painted lines. Print the photographs on 8.5x11 copy paper and mark the dimensions and proposed materials by hand or by computer.

### Option 4: Public Works Enroachment Review for All Other Scenarios

In locations where extensive landscape is being proposed or other factors require additional review or considerations, the applicant must submit an application to the Public Works Department for review of the proposal.

- Application Required - Reviewing Fee \$200 (Ordinance No. 2981)
- Public Works Permit is required - Permit fees typically apply.
- Restrictive Covenant Agreement is typically required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is typically required.

# Swale Planting

## ***Growing Turfgrass in the Swale:***

- **Sod type** - use shade tolerant grass such as Palmetto St. Augustine.
- **Mowing** - increase the mowing height to 3"-4" - for most rotary mowers use the highest setting. Also keep the mower blades sharp and well adjusted for a clean cut. No more than one third of the leaf blades should be removed with any mowing
- **Irrigation** - water on an "as-needed" basis (when leaf blades begin to fold up, wilt or when footprints remain visible after walking on the grass). Apply 1/2 inch to 3/4 inch of water per application. Also, make sure to water only on Wednesdays and Saturdays for odd addresses and Thursdays and Sundays for even address (after 5pm and before 10am)
- **Avoid parking** on the grass if possible. If not possible, then try not to park in the same spot each time. Alternating parking locations reduces tire damage and heat engine damage to the grass.
- **Pest Management** - be familiar with the signs and how to treat the number one pest of St. Augustine sod - the chinch bug.
- **Fertilization** - fertilize once or twice a year with a slow release fertilizer such as polymer coated 11-2-11. Or if palms are also in the swale use a slow release polymer coated 8-2-12.
- **Aeration** - soil compaction can be alleviated by loosening up the soil which allows more oxygen to reach the roots. Ponding water is the #1 sign of poor aeration. Aeration can be done by tilling up the soil before planting or by poking/drilling holes into the soil of the existing grass. In areas with particularly heavy compaction or a buildup of a thick sediment layer from water ponding, it is sometimes necessary to carefully remove the top few inches of soil, being careful to not damage the tree roots, and replace the topsoil with a free-draining soil mix composed of 70% silica sand and 30% muck.
- **Planting:**

A Public Works Swale Planting Permit for planting other than plain grass is required and is useful in areas where conditions are impractical for growing grass such as deep shade or locations with heavy parking issues. A property owner may apply for a Public Works Swale Planting Permit to plant up to 100% of the swale area with low growing groundcover plants. See a list of suggested plants on the following page. Other plant species that can be maintained at 30" max height will be considered during the plan review process.

For additional information refer to the following:

*"Growing Turfgrass in the Shade"* <http://edis.ifas.ufl.edu/ep072>

*"Minimizing Traffic Damage to Your Florida Lawn"*

<http://edis.ifas.ufl.edu/EP071>



# Alternative Swale Planting

Swale planting can be comprised of a combination of low growing plant types in the swale. When planting 100% of the swale, plantings must extend fully from the sidewalk (or property line where no sidewalk exists) to the edge of the road. Creating a hedge along the road or sidewalk is not permitted. Plants must be maintained at a maximum 30" height or lower for visibility.

The following plants are suggested species for swale planting; however other appropriate species may be approved during the permit process.

## SUGGESTED PLANTS FOR SWALES:

### NATIVES:



Dune Sunflower  
*Helianthus debilis*



Beach Creeper  
*Ernodea littoralis*



Spider Lily  
*Hymenocallis latifolia*



Boston Fern  
*Nephrolepis exaltata*



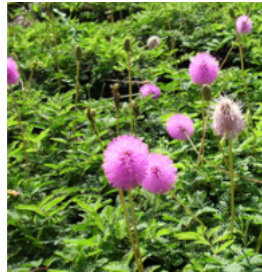
Peperomia  
*Peperomia obtusifolia*



Blue Porterweed  
*Stachytarpheta urticifolia*



Yellow Lantana  
*Lantana depressa*



Sunshine Mimosa  
*Mimosa strigillosa*



Indian Blanket Flower  
*Gaillardia pulchella*



Frogfruit  
*Phyla nodiflora*

### NON-NATIVES:



Green/Variiegated Liriope  
*Liriope muscari*



Flax Lily  
*Dianella tasmanica*



Burler Marx Philodendron  
*Philodendron 'Burler Marx'*



Wart Fern  
*Microsorium scolopendrium*



Red Congo  
*Philodendron 'Rojo Congo'*



Perennial Peanut  
*Arachis glabrata*



Mondo Grass  
*Ophiopogon japonicus*



Asiatic Jasmine  
*Trachelospermum asiaticum*



Purple Queen  
*Tradescantia pallida*

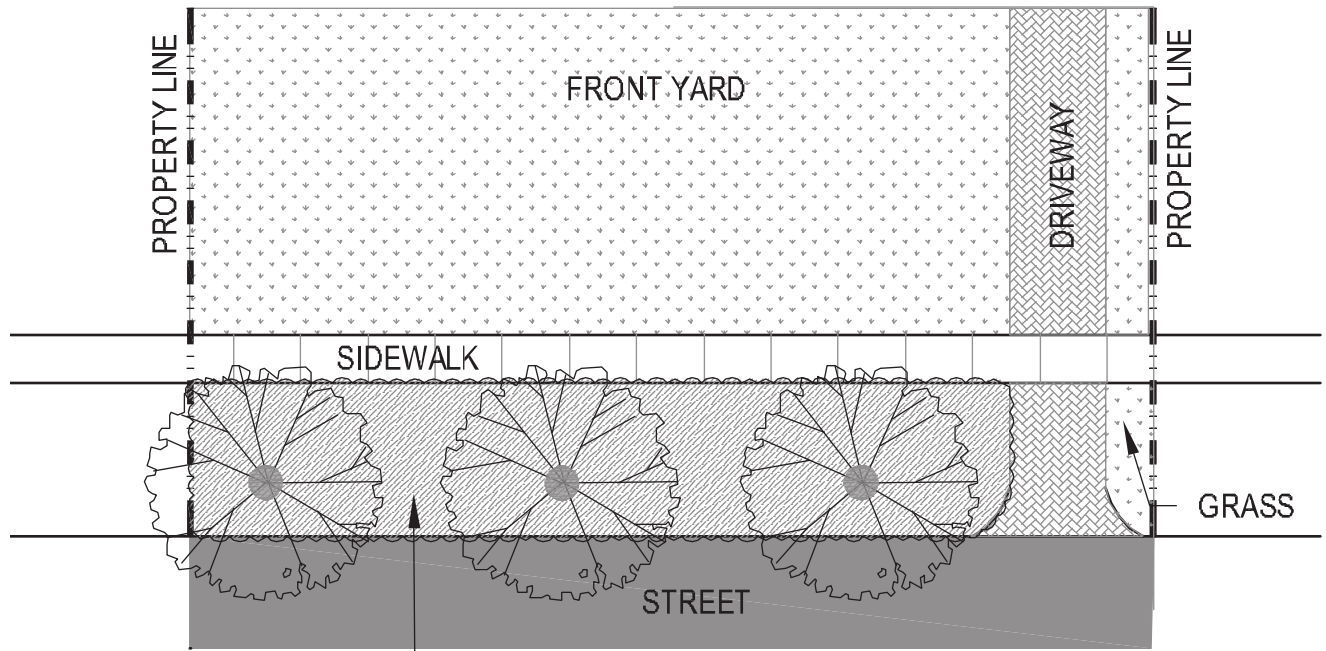


Pentas  
*Pentas lanceolata*

Note: If you have visible roots, recommended species are Wart Fern and Philodendron 'Burler Marx'.  
If you have Banyan Trees, use Philodendron 'Rojo Congo'.

# Alternative Swale Planting

Sample Layouts



Proposed plant species  
max. 30" HT or below

# Alternative Swale Options

## CRUSHED STONE OR SHELL AND PLANTING

NOTE: If crushed stone or shell is used, plantings around trees is Required - See "Swale Planting" for options.

Residents have the option to cover part of their swale with an approved crushed stone or shell. They must complete a Public Works Swale Planting Permit Application. Figures 1-3 of this package show some sample configurations of these areas. Each property is unique, so these guidelines should be used to draw a specific plan to be reviewed for permitting. The Details are organized according to the width (distance between street and sidewalk) of the swale area.

Swale plantings around trees will be required for all decorative crushed stone or shell installations and must extend from the sidewalk to the edge of the road. Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis. The crushed stone material allowed is limited to the three options below.

## APPROVED CRUSHED STONE OR SHELL



Granite  
3/8"



Oolite (Limestone)  
2/1 oolite fine to rice rock



Coquina Shells  
Florida Seashell Small

Sample installations of these materials can be viewed at the Coral Gables Public Library at 3443 Segovia Street (On the University Drive side)

## PERMIT APPLICATION PROCESS

Step 1: Applicant submits a Public Works Swale Planting Permit. The applications can be uploaded digitally through the digital plan review system, to include the application with proposed alternative swale materials and proposed layout, with the restrictive covenant signed and executed through the city attorney's office.

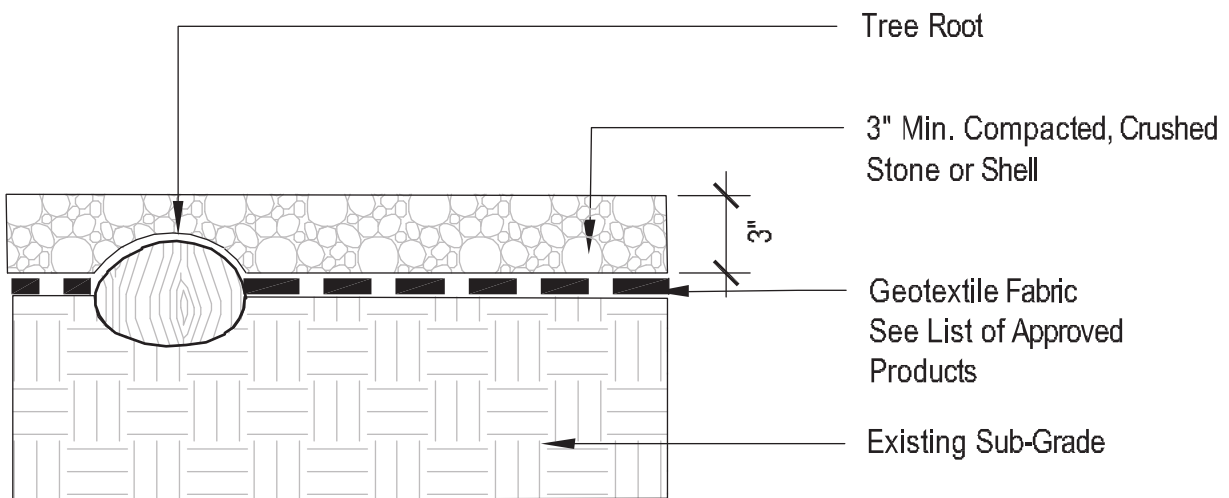
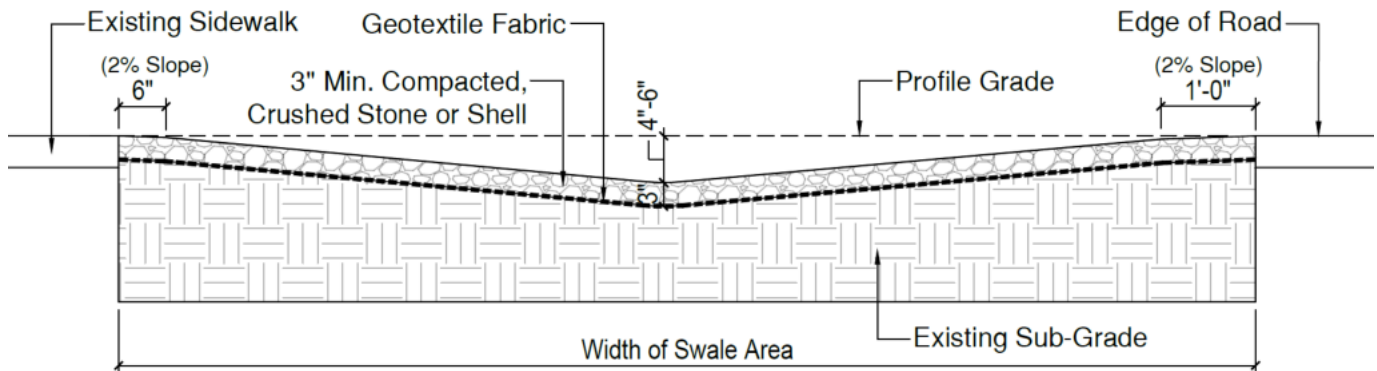
Step 2: Public Works Staff Reviews and Processes Permit.

### Conditions of all Public Works Encroachments in Right of Way Permits:

The adjacent property owner maintains the encroachment in good repair at all times and at the owner's expense. The City of Coral Gables reserves the right to remove, add, maintain or have the owner remove any of the improvements within the right-of-way. The owner executes a Hold Harmless Restrictive Covenant Agreement through the city attorney's office as part of the application.

# Alternative Swale Options

## Installation Detail for Crushed Stone/Shell



NOTE: WHERE TREE ROOTS ARE VISIBLE ABOVE GROUND, GEOTEXTILE FABRIC SHALL BE CUT TO EXPOSE ROOTS, BUT STONE/SHELL MAY COVER ROOTS.

Filter Geotextile shall be a minimum 6-ounces per square yard (nominal) nonwoven needle punched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured. Geotextile shall be inert and unaffected by long-term exposure to chemicals or liquids with pH range from 3 to 10.

Filter Geotextile shall have a Survivability Class 1, 2 or 3 in accordance with AASHTO M288. Installation must follow fabricant instructions.

Listed Below are some of the Manufacturers of Products that meet these requirements.

TenCrate Miralfi - N-Series - 160 N

Us, Fabrics Inc. - US 200

Propex Geotextile Systems - GEOTEX 1001

Fiberweb - TYPAR 3501

Fibertex Geotextiles - F-25

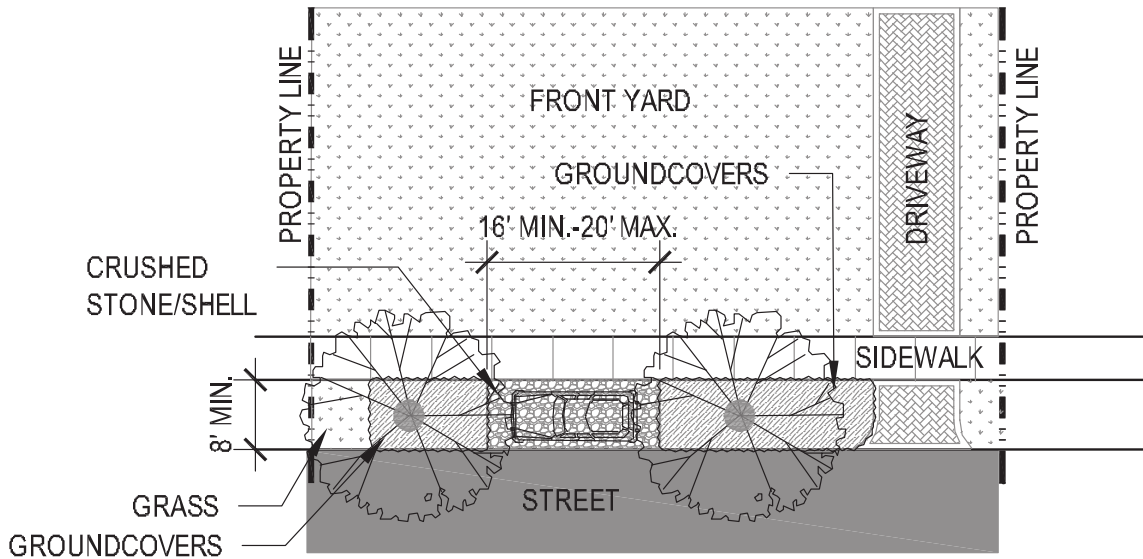
Granite Environmental - 6 oz. Non-Woven

# Alternative Swale Options

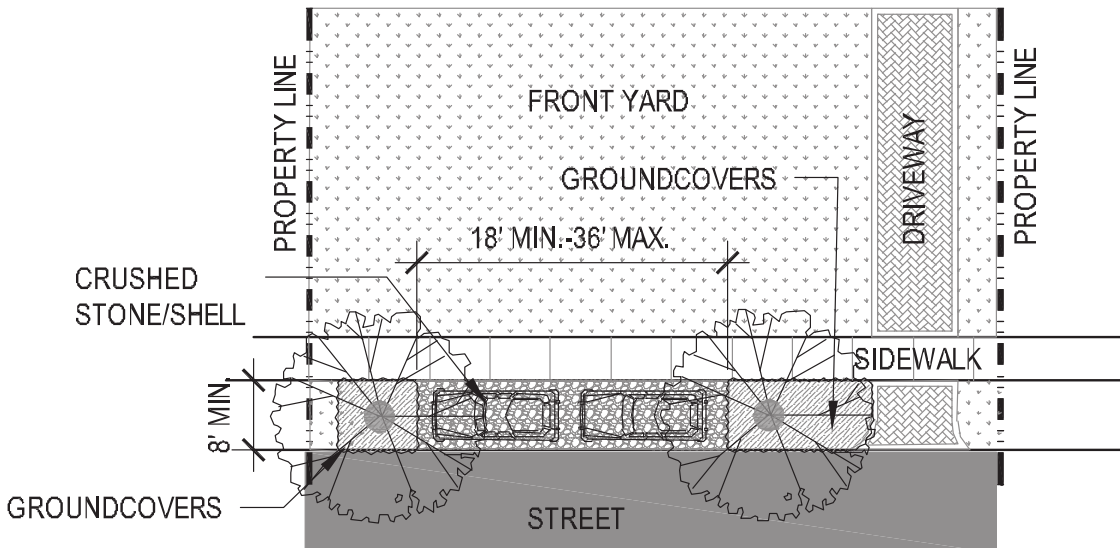
Sample Layouts

## 8 FOOT WIDE SWALE

(distance from sidewalk to street)



## Single Family Home



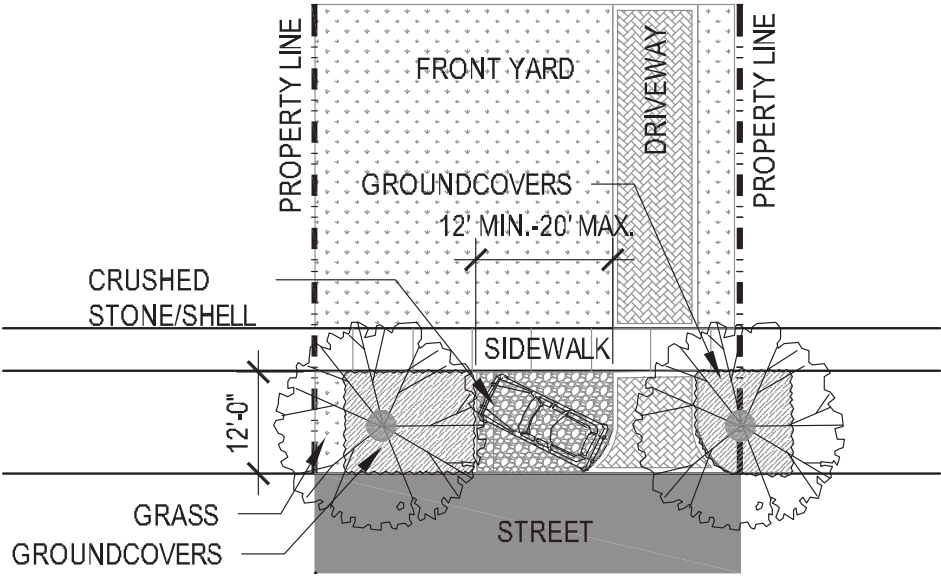
## Multi Family Homes and Commercial Properties

# Alternative Swale Options

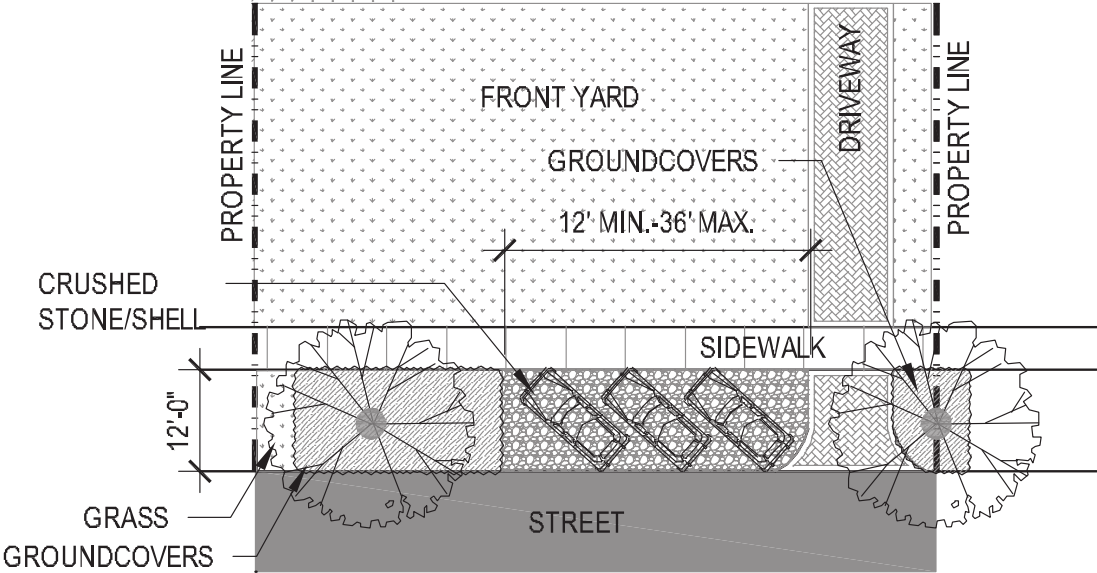
Sample Layouts

## 12 FOOT WIDE SWALE

(distance from sidewalk to street)



### Single Family Home



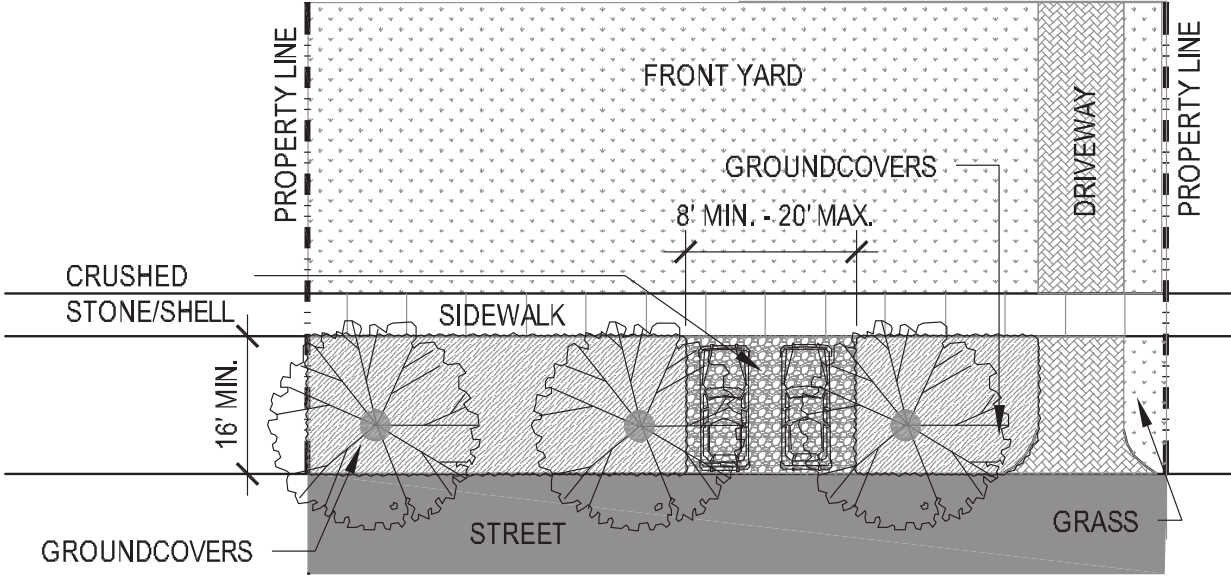
### Multi Family Homes and Commercial Properties

# Alternative Swale Options

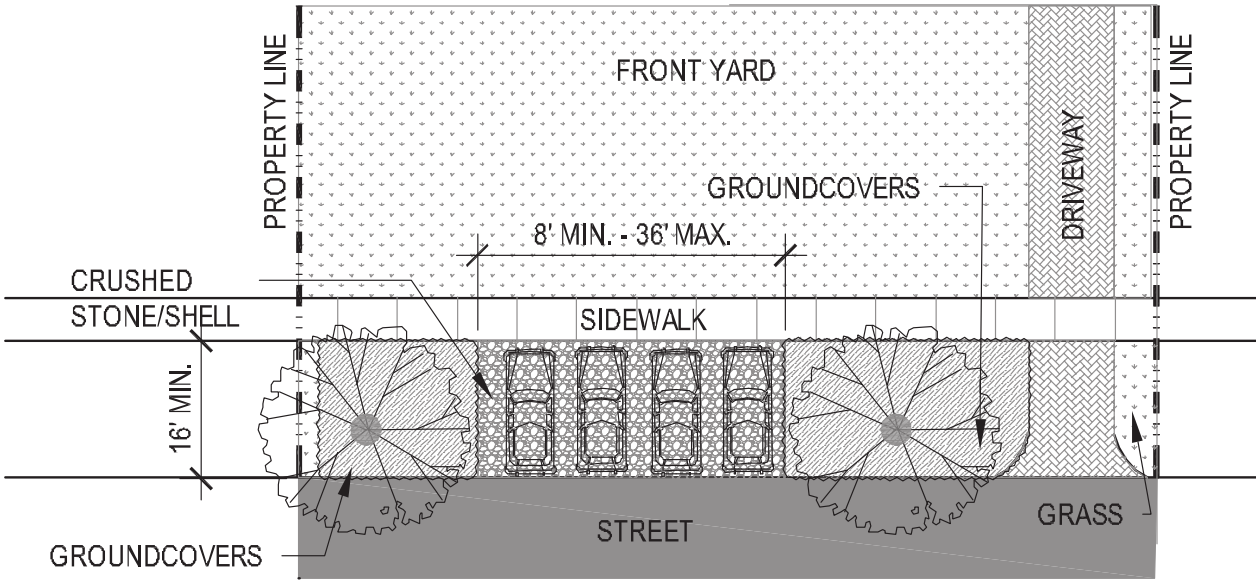
Sample Layouts

## 16 FOOT WIDE SWALE

(distance from sidewalk to street)



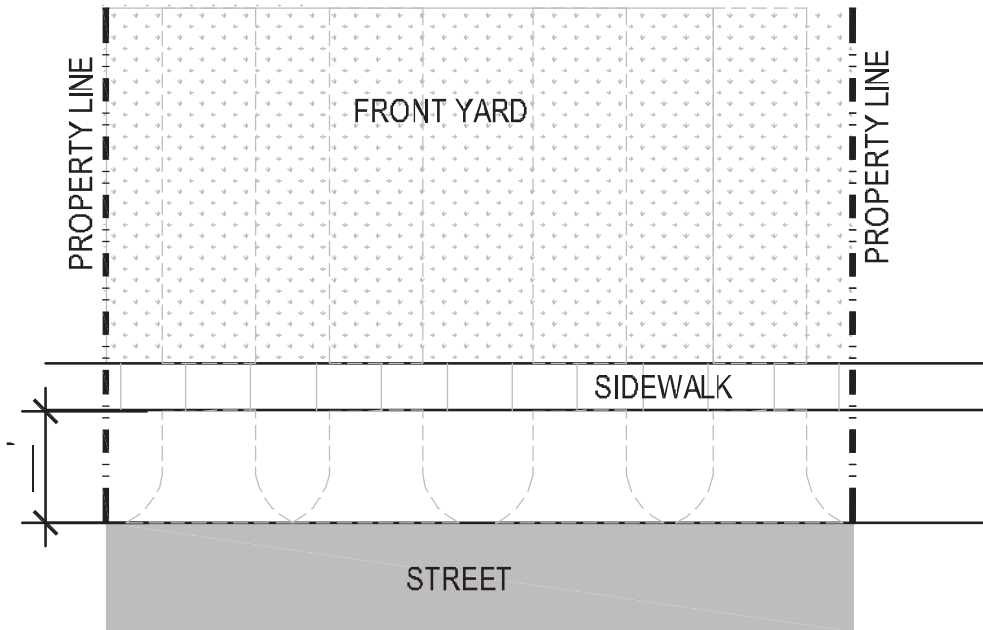
Single Family Home



Multi Family Homes and Commercial Properties

# Alternative Swale Layout Worksheet

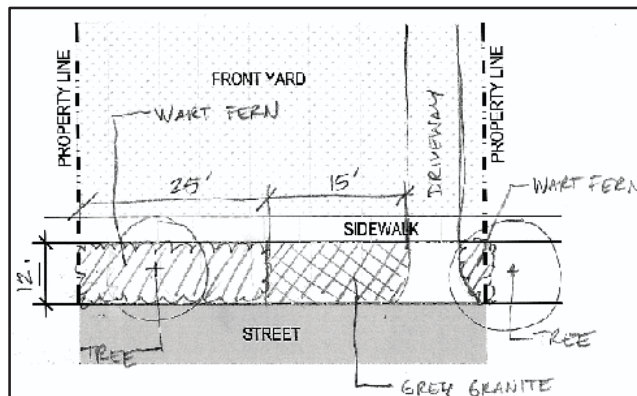
IN ADDITION TO THE APPLICATION, EACH HOMEOWNER IS ASKED TO COMPLETE THE DRAWING BELOW TO SHOW WHAT ALTERNATIVE TREATMENT THEY ARE PROPOSING FOR THEIR PROPERTY.



Show the following items on the drawing above:

See example below for how to show the items listed

- Location of Driveway - Choose one of the dashed locations and darken
- Width of Swale - Distance between sidewalk and street - write into the dimension line shown on the left.
- Locations of any trees in the swale
- Location of proposed crushed rock/shell and dimensions
- Location of proposed groundcovers and dimensions



SAMPLE

# The City of Coral Gables

## PUBLIC WORKS

2800 SW 72 Avenue, Miami, Florida 33155

Tel: 305.460.5025 / 305.460.5026

Email: [pwpermits@coralgables.com](mailto:pwpermits@coralgables.com)

## PERMIT APPLICATION

CONTACT PERSON/PHONE NO. \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_ SQ FT.: \_\_\_\_\_ EST. COST: \_\_\_\_\_ PW PERMIT #: \_\_\_\_\_

ALL OF THE FOLLOWING MUST BE FILLED IN BY APPLICANT ACCORDING TO FS 713.35

OWNER NAME/PHONE NO. \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_

### WORK DESCRIPTION:

The undersigned affirms that the applicant is familiar and agrees to conform to the standard specification of the City of Coral Gables and all regulations of the Department of Public Works concerning work to be performed in the public right-of-way.

OWNER'S AFFIDAVIT: I certified that all foregoing information is accurate and that all work be done in compliance with all applicable laws regulating construction and zoning.

\_\_\_\_\_  
Print Name: OWNER

Address: \_\_\_\_\_

Signature: OWNER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who has taken an oath and is  personally known to me,  has produced \_\_\_\_\_ as identification.

(Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
Print Name: NAME QUALIFIER/CONTRACTOR

Address: \_\_\_\_\_

Signature: QUALIFIER/CONTRACTOR

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who has taken an oath and is  personally known to me,  has produced \_\_\_\_\_ as identification.

(Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public

# CONSTRUCTION ON THE RIGHT-OF-WAY

DATE: \_\_\_\_\_

JOB LOCATION: \_\_\_\_\_

PROPOSED DATE  
OF CONSTRUCTION: \_\_\_\_\_

PROPOSED DATE  
OF COMPLETION: \_\_\_\_\_

---

SKETCH OF PROPOSED CONSTRUCTION

## **THE FOLLOWING MUST BE SUBMITTED, WHEN APPLICABLE WITH THE PERMIT APPLICATION**

### **PERMIT:**

Contractor must provide the following:

1. Certificate of insurance naming the City of Coral Gables as additional insured and certificate holder:  
  
City of Coral Gables  
Labor Relations and Risk Management  
2151 Salzedo Street  
Coral Gables, FL 33134
2. Site Specific maintenance of traffic plan (vehicular or pedestrian).
3. Contractor shall take before and after photos (or videos) of the project area and its vicinity to ensure proper restoration upon completion. Photos (or videos) shall be provided to Public Works staff upon request. Contractor will be responsible for the repair of all damages adjacent to their work area.

### **COASTAL:**

1. For coastal permits the bond payment must be paid by the coastal contractors.
2. Coastal permits only issued to marine contractors.

### **SIDEWALK:**

1. New Sidewalk must be 4" thick, at the approach sidewalk must be 6" thick with wire mesh.
2. Color must be "Coral Gables beige Lambert/Scofield" as per City's Specifications

### **Approved Concrete Vendors:**

- Aronel Concrete
- Amanalto Concrete
- Barreiro Concrete
- Cemex Concrete
- South Florida Concrete
- Supermix
- Quickcrete Ready Mix
- Tarmac
- Central Supermix
- Superior Mix Concrete
- Interstar

## **City of Coral Gables Code**

### **Sec. 62-88. - Bond or liability insurance by permittee.**

Before any permit shall be issued under this division, the applicant shall furnish to the city evidence that the applicant is carrying public liability insurance, with the city named as an additional insured, with bodily injury liability limits of \$500,000.00 for each person, \$500,000.00 for each occurrence, and property damage liability limits of \$250,000.00 for each occurrence, or bodily injury liability and/or property damage liability, single limit of \$500,000.00 for each occurrence. No permit shall be issued to any applicant to perform work on, or cut into, the public right-of-way until a deposit has been made in a sufficient amount to the city to insure the repairs requested by the applicant, and such amount shall be determined by the director of public works; but in any event, the minimum amount of such bond shall be \$150.00, and maximum amount of such bond shall be 125 percent of the cost of proper restoration of the public right-of-way, the bond being to guarantee compliance with terms of the permit and to be in force for at least six months after the approved completion date of the work.

(Code 1958, § 28-33; Code 1991, § 22-113; Code 2006, § 62-65)

**PLEASE READ CAREFULLY**  
**INSTRUCTIONS FOR FILING**  
**RESTRICTIVE COVENANTS & UNITIES OF TITLE**

**REQUIREMENTS FOR RESTRICTIVE COVENANTS:**

1. The City of Coral Gables must be provided with one (1) original copy of the Restrictive Covenant. All blanks must be filled in and may be printed neatly or typewritten. Restrictive Covenants that are not legible will not be accepted by the City. Photocopies of any required seals or signatures will not be accepted.
2. The original document must have a 3-inch by 3-inch space at the top right hand corner on the first page and a 1-inch by 3-inch space at the top right hand corner on each subsequent page for the Clerk's official use. *See* Fla. Stat. § 695.26(1)(e). A blank cover page must be attached to all documents **not** providing this space and a charge of \$8.50 for the additional page will be assessed. This charge, moreover, applies to each additional page.
3. Covenants must be properly witnessed and notarized.
4. The **legal description must be accurate** and must include the appropriate Plat Book and page number.
5. The blank space provided for section (2) of the General Restrictive Covenant should be filled in with the restrictions being placed on the property.

6. **The Restrictive Covenant must be prepared by an individual person. Additionally, the first page of the Restrictive Covenant must contain the preparer's name, address, and phone number. For Example:**

**Prepared by: John Doe**  
**123 Main Street**  
**Coral Gables, FL 33134**  
**Tel No. \_\_\_\_\_**

7. A **money order or cashier's check** for the purpose of recording the Restrictive Covenant is required and should be made payable to the "City of Coral Gables" and must accompany the Restrictive Covenant. If any additional pages are added to the Restrictive Covenant such as a blank page or a lengthy legal description, please calculate the recording fee accordingly. **The fee for a one-page Restrictive Covenant is \$13.00 and each additional page is \$8.50. If printed double sided the cost will be the same, each side counts as one page.**
8. **Each Restrictive Covenant must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Restrictive Covenant, and the Restrictive Covenant must be embossed with the corporate seal.**

**REQUIREMENTS FOR UNITIES OF TITLE:**

There are two Unity of Title forms. Use the two-page form, if there is no Mortgage on the property. If there is a Mortgage, please use the three-page form, with the third page to be completed by the Lender.

**The fee for a Unity of Title two-page document is \$21.50, three-page document \$30.00**

The City of Coral Gables must be provided with the following:

1. One (1) original of the Unity of Title Restrictive Covenant is required, which shall be considered a one-page covenant for the purposes of the recording fee unless additional pages are added such as a blank cover page (as outlined in part 2 above) or if the legal description carries over to a second page.
2. One (1) copy of the recorded warranty deed with the Miami-Dade County Clerk's File Number and O.R. Book/Page shown clearly in the upper left hand corner of the deed should be submitted along with the Unity of Title Restrictive Covenant.
3. Each Unity of Title must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Unity of Title, and the Unity of Title must be embossed with the corporate seal.

**◆ THIS COVER SHEET MUST BE PROVIDED WITH ALL INSURANCE DOCUMENTS ◆**

<p><b>Encroachment &amp; Restrictive Covenant Agreements</b></p> <p align="center"><b>Cover Sheet</b></p> <p align="center"><b>For</b></p> <p><b>Evidencing Insurance to the City of Coral Gables</b></p>	<p><b>Legal Name of (Individual or Company) executing agreement:</b> _____</p> <p><b>Insurance is being submitted for a Commercial Property (circle one): YES or NO</b>  <b>Insurance is being submitted for a Residential Property (circle one): YES or NO</b></p> <p>Without limiting "OWNER" and/or "TENANT" indemnification obligation of the CITY, and during the term of this Agreement, "OWNER" and/or "TENANT" shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the "CITY" and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the "CITY". Certificates or other evidence of coverage shall be delivered via email, fax or US mail to;</p> <p align="center"><b>Certificate Holder should read:</b> <span style="float: right;"><b>City of Coral Gables</b></span></p> <p align="center"><b>Email address:</b> <span style="float: right;"><b>Insurance Compliance</b></span>  <span style="float: right;"><b>PO Box 100085-CE</b></span>  <span style="float: right;"><b>Duluth, GA 30096</b></span>  <a href="mailto:cityofcoralgables@ebix.com" style="color: blue; text-decoration: underline;">cityofcoralgables@ebix.com</a></p> <p>Such certificates or other evidence of coverage shall be delivered prior to the approval of this Agreement, and shall contain the express condition that the "CITY" is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</p>				
<p><b>Insurance Requirements</b></p> <p align="center"><b>For</b></p> <p><b>Commercial Properties</b></p>	<p><b>Commercial Properties are required to evidence the following Insurance to the City;</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Insurance Coverage Type</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Limit of Liability Required</u></th> </tr> </thead> <tbody> <tr> <td>Commercial General Liability</td> <td>Each Occurrence \$1,000,000    Aggregate \$2,000,000</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis.</li> <li>All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables.</li> <li>All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency.</li> </ul> <p><b>When evidencing insurance to the City, the following documents must be provided;</b></p> <ol style="list-style-type: none"> <li>This Cover Sheet with all of the questions above answered.</li> <li>A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on a primary and non-contributory basis including a Waiver of Subrogation in favor of the City.</li> <li>A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary &amp; Non-Contributory Basis.</li> <li>A copy of the Waiver of Subrogation Endorsements for each line of coverage required.</li> </ol>	<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>	Commercial General Liability	Each Occurrence \$1,000,000    Aggregate \$2,000,000
<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>				
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<p><b>Insurance Requirements</b></p> <p align="center"><b>For</b></p> <p><b>Residential Properties</b></p>	<p><b>Residential Properties are required to evidence the following Insurance to the City;</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Insurance Coverage Type</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Limit of Liability Required</u></th> </tr> </thead> <tbody> <tr> <td>Personal Liability Insurance</td> <td>Each Occurrence \$300,000</td> </tr> </tbody> </table> <p><b>Individuals evidencing insurance must provide the following documents to the City;</b></p> <ol style="list-style-type: none"> <li>This Cover Sheet with all of the questions above answered.</li> <li>A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.</li> </ol> <p><b>City of Coral Gables Insurance Compliance Contact Information</b>  Phone: (951) 652-2883 • Fax: (770) 325-0417 • Email: <a href="mailto:cityofcoralgables@ebix.com">cityofcoralgables@ebix.com</a></p>	<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>	Personal Liability Insurance	Each Occurrence \$300,000
<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>				
Personal Liability Insurance	Each Occurrence \$300,000				

OWNER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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The Above Blank Space Is for Recording Purposes.

**COMMERCIAL (check if applicable)**

**RESIDENTIAL (check if applicable)**

**PROPERTY OWNER’S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereinafter referred to as “OWNER”, and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as “CITY”.

**RECITALS**

**WHEREAS**, OWNER is/are the fee simple owner(s) of certain real property located within the City of Coral Gables, Miami Dade County, Florida with a property address of \_\_\_\_\_ Coral Gables, Florida and more particularly described as (insert the full legal description for the property as maintained by the Miami-Dade County Property Appraiser’s Office. See [www.miamidade.gov](http://www.miamidade.gov) for more information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, OWNER’S property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley, or other such right-of-way; and

**WHEREAS**, OWNER desires to place, construct, install, and/or maintain upon CITY's right-of-way, sidewalk, swale, alley, or other such right-of-way the following (place an X next to the type of encroachment):

\_\_\_\_\_ **Special driveway approach(es) (type):** \_\_\_\_\_

\_\_\_\_\_ **Sign(s)**

\_\_\_\_\_ **Canvas canopy(ies) or awning(s)**

\_\_\_\_\_ **Landscaping**

\_\_\_\_\_ **Irrigation system**

\_\_\_\_\_ **Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Electrical (describe):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Other (describe):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, thereby, encroaching into the City's right-of-way, sidewalk, swale, alley, or other such right-of-way; and

**WHEREAS**, the CITY is willing to allow OWNER to encroach into CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at the OWNER's sole expense; and

**WHEREAS**, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the CITY right-of-way, sidewalk, swale area, or other such right-of-way.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein and as further consideration for the CITY approving OWNER's request to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. The CITY hereby grants permission for the above-described encroachment upon the City's right-of-way, sidewalk swale area, or other such right-of-way provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment and OWNER for himself/herself as well as their successors in interest agree that at such time as the CITY requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he/she/they should fail to remove the encroachment within thirty (30) days after the CITY mails a written request to OWNER requiring removal of the encroachment, then the CITY may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property — such special assessment lien shall be in parity or coequal with the lien of all state, county, district and city taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the CITY and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or third party acting on OWNER's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the CITY or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for OWNER or by or for any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any CITY permit or Agreement with the CITY, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the City of Coral Gables from any claims or actions alleged

to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

6. For the purposes of this Agreement, OWNER shall obtain insurance policies — naming the CITY as an additional insured on a primary and non-contributory basis — that comply with the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Risk Management Division of the City of Coral Gables in accordance with the parameters and instructions outlined within the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the City requiring removal of the encroachment at OWNER's sole expense.
7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covenant Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER's sole expense and shall inure to the benefit of and be binding upon OWNER's successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above-property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Miami-Dade County and the CITY now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Miami-Dade County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. CITY, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of

any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.

- 15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
- 16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**AS TO OWNER(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title (if applicable)

\_\_\_\_\_  
Print Name & Title (if applicable)

**Notarization of Owner's/Owners' Execution**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced a \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
**Notary Public, State of Florida**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Stephanie M. Throckmorton, Assistant City Attorney  
Gustavo J. Ceballos, Assistant City Attorney  
Naomi Levi Garcia, Assistant City Attorney

\*A new online system called Interactive Notice of Intent (iNOI) is now available to the public. Applicants that use iNOI can complete, save, edit, pay for (using a credit card) and submit NPDES Stormwater applications online. The use of iNOI is encouraged but voluntary. Applicants can still submit paper notices. iNOI is available at [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/)

5. If you complete a paper NOI, submit it along with the application fee, as indicated below, to the NPDES Stormwater Notices Center. Authorization is usually granted 48 hours after the date the complete NOI is post-marked to the Notices Center.

The fee is required by Rule 62-4.050(4)(d), F.A.C.. Make checks payable to the Florida Department of Environmental Protection.

Large Construction (disturbs 5 or more acres of land) is \$400.

Small Construction (disturbs between 1 and 5 acres) is \$250.

6. Re-apply for coverage every five years (if the construction activity extends beyond a 5-year period) or submit an NOT to terminate coverage.

### Where Can I Find More Information?

DEP's Web site provides more information on program - coverage and requirements, useful Web links, and electronic - versions of the CGP, all regulations and forms cited herein, - and SWPPP guidance. In addition, the NPDES Stormwater - Notices Center provides hardcopies of permits and forms. -

#### NPDES Stormwater Section

Florida Department of Environmental Protection -  
2600 Blair Stone Road, MS #2500 -  
Tallahassee, FL 32399-2400 -  
(850) 245-7522 -  
Email [NPDES-stormwater@dep.state.fl.us](mailto:NPDES-stormwater@dep.state.fl.us) -

#### iNOI

[www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/)

#### NPDES Stormwater Notices Center

Florida Department of Environmental Protection -  
2600 Blair Stone Road, MS #2510 -  
Tallahassee, FL 32399-2400 -  
(866) 336-6312 (toll free) or (850) 297-1232



**Florida Department of Environmental Protection**  
**NPDES Stormwater Section**  
2600 Blair Stone Road, MS #2500  
Tallahassee, FL 32399-2400

## The Florida NPDES Stormwater Permitting Program for

# Construction Activity





## What is Florida's NPDES Stormwater Permitting Program for Construction Activity?

In October 2000, the U.S. Environmental Protection Agency (EPA) authorized the Florida Department of Environmental Protection (DEP) to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permitting program in the State of Florida (with the exception of Indian Country lands). The program regulates point source discharges of stormwater runoff from certain construction sites and was developed by EPA in two phases: Phase I regulates "large" construction activity (disturbing 5 or more acres of total land area) and Phase II regulates "small" construction activity (disturbing between 1 and 5 acres of total land area).

The "operator" (i.e., the entity that owns or operates the project and has authority to ensure compliance) of regulated construction sites must obtain an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. DEP adopted under Rule 62-621.300(4), F.A.C., the **Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)** (DEP Document 62-621.300(4)(a)) which is applicable to Phase I large construction and Phase II small construction.

It is important to note that the permit required under DEP's NPDES Stormwater permitting program is separate from the Environmental Resource Permit (ERP) required under Part IV, Chapter 373, F.S., a stormwater discharge permit required under Chapter 62-25, F.A.C., or any local government's stormwater discharge permit for construction activity.

## Which Construction Activities Are Regulated Under The Program?

DEP's permitting program regulates construction activity that meets the following criteria:

- - Contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4).
- - Disturbs one or more acres of land. Less than one acre also is included if the activity is part of a larger common plan of development or sale that will meet or exceed the one acre threshold. Disturbance includes clearing, grading and excavating.

## What Does the CGP Require?

- A **CGP Notice of Intent (NOI)** (DEP Form 62-621.300(4)(b)) must be submitted to DEP.
- A **Stormwater Pollution Prevention Plan (SWPPP)**. In part, the plan must include the following:
  - A site evaluation of how and where pollutants may be mobilized by stormwater
  - A site plan for managing stormwater runoff,
  - Identification of appropriate erosion and sediment controls and stormwater best management practices (BMPs) to reduce erosion, sedimentation, and stormwater pollution,
  - A maintenance and inspection schedule,
  - A recordkeeping process, and
  - Identification of stormwater exit areas.
- A **Notice of Termination (NOT)** (DEP Form 62-621.300(6)) must be submitted to DEP to discontinue permit coverage. An NOT may be submitted only when the site meets the eligibility requirements for termination specified in the CGP.

## What Are Some Examples of BMPs?

A comprehensive SWPPP includes both structural and non-structural controls. Some commonly used controls follow:

## Structural Controls

- - **Retention Ponds.** Permanent structures designed to allow time for sediments to settle and water to infiltrate the ground.
- - **Temporary Sediment Basins.** Structures designed to detain sediment-laden runoff from disturbed areas long enough for sediments to settle out and control the release of stormwater.
- - **Entrance/Exit Controls.** Temporary controls, such as gravel, used to stabilize the entrances/exits to the site to reduce the amount of soils transported onto paved roads by vehicles (known as "track-out").
- - **Silt Fencing.** A temporary erosion and sediment control used to prevent dirt from entering waterways before bare soil is stabilized with vegetation.
- - **Berms.** A temporary erosion and sediment control that physically prevents polluted runoff from entering nearby storm drain inlets and waters.

## Non-Structural Controls

- - **Stabilization.** Techniques such as sodding, seeding/mulching and stone cover, which reduce the erosion of exposed soils and steep grades.
- - **Phased Construction.** Scheduling construction to occur during the dry season or to minimize the amount of land cleared at any one time.
- - **Good Housekeeping.** Techniques such as oil and fuel containment, spill prevention and clean-up, and street sweeping of "tracked-out" soils, which help prevent the contamination of stormwater runoff.

## How Do I Obtain Permit Coverage?

To obtain NPDES stormwater permit coverage, complete the following steps:

1. Obtain a copy of the CGP.
2. Carefully read the permit language.
3. Develop and implement a SWPPP.
4. Complete an NOI in its entirety online using the iNOI system \* or by submitting a paper NOI.