

OFFICE USE ONLY:

PERMIT NO. \_\_\_\_\_

# CITY OF OLATHE LAND DISTURBANCE PERMIT APPLICATION

Please type or print.

DEVELOPMENT-PLAT NAME: \_\_\_\_\_

PROPERTY LOCATION: \_\_\_\_\_

RELATED OLATHE PERMIT #: \_\_\_\_\_ NOI & SWPPP ATTACHED: \_\_\_\_\_

ESTIMATED DATE OF START OF CONSTRUCTION: \_\_\_\_\_

DESCRIPTION OF LAND DISTURBANCE ACTIVITIES: \_\_\_\_\_

**PROPERTY OWNER NAME (PERMIT HOLDER):** \_\_\_\_\_

OWNER AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX or EMAIL: \_\_\_\_\_

CELL#: \_\_\_\_\_

**GENERAL CONTRACTOR COMPANY:** \_\_\_\_\_

CONTRACTOR AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

OFFICE PHONE #: \_\_\_\_\_ FAX or EMAIL: \_\_\_\_\_

CELL # \_\_\_\_\_

**EROSION CONTROL CONTRACTOR COMPANY:** \_\_\_\_\_

CONTRACTOR AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

OFFICE PHONE #: \_\_\_\_\_ FAX or EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

**# OF BMP FACILITIES ON SITE:** \_\_\_\_\_

**ESTIMATED CONSTRUCTION COST OF FACILITIES:** \$ \_\_\_\_\_

**NUMBER OF ACRES TO BE DISTURBED:** \_\_\_\_\_

**PERMIT FEE: (ACRES x \$170) = \$** \_\_\_\_\_

PERFORMANCE BOND ATTACHED FOR (Construction Cost x 1.25): \$ \_\_\_\_\_

MAINTENANCE BOND ATTACHED FOR (Construction Cost): \$ \_\_\_\_\_

ABATEMENT BOND ATTACHED FOR (# of acres x \$1500, min. \$5000): \$ \_\_\_\_\_

Staff Contact: Michael Sylvester  
Phone: 913-971-9072  
Email: msylvester@olatheks.org

U.S.Mail Address: P.O. Box 768, Olathe KS 66051-0768  
Delivery Address: 1385 S. Robinson Dr., Olathe KS 66061

## LAND DISTURBANCE PERMIT INSTRUCTIONS

- Land Disturbance Permit is required for all projects that will disturb ground. When less than 1 acre of ground is disturbed, the abatement bond requirement will be waived.
- Related project number is project number associated with plan review (ie. The Building Permit plan review number)
- If the Land Disturbance Permit is required for site grading prior to issuance of another related city permit. The Land Disturbance Permit issued is temporary and only approves site grading. A separate permanent Land Disturbance Permit will be required before any site improvements other than grading can occur. If a permanent Land Disturbance Permit is applied for within 60 days of receiving a temporary Land Disturbance Permit, the permit fee will be credited toward the permanent Land Disturbance Permit fee requirements. If more than 60 days occurs, the applicant will need to pay the full permit fee when applying for the permanent Land Disturbance Permit. If the area to be disturbed remains the same or decreases, the abatement bond amount will be credited toward the permanent Land Disturbance Permit. If the area to be disturbed increases, a new bond will be required for the permanent Land Disturbance Permit.
- The NOI (Notice of Intent) and associated SWPPP (Stormwater Pollution Prevention Plan) for the NPDES Permit through KDHE must be submitted to the city for review when disturbing more than 1 acre before the Land Disturbance Permit will be issued.
- The Land Disturbance Permit Fee will be \$170 per acre disturbed.  
Example 1: 0.5 acres x \$170 = \$85. Example 2: 10 acres x \$170 = \$1700
- The Performance Bond is required for any BMP (Best Management Practice to clean stormwater runoff) facilities to be constructed as part of the permit. If the project doesn't include any BMP facilities, then no performance bond is required.
- The Maintenance Bond is required for any BMP facilities to be constructed as part of the permit. If the project doesn't include any BMP facilities, then no maintenance bond is required.
- The Abatement Bond is required for all Land Disturbance Permits that disturb more than 1 acre. The bond shall be for the amount of \$1500 per acre of ground to be disturbed with a \$5000 minimum. The number of acres to be disturbed needs to be clearly called out on the grading and erosion control plan submitted with the application.

MAINTENANCE BOND

City of Olathe, Kansas

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the City of Olathe, Kansas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ applied for a Land Disturbance Permit with the aforesaid CITY for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the installation of all best management practice facilities for cleaning stormwater runoff described in the attached Land Disturbance Permit application and the construction plans approved in association with the Land Disturbance Permit application.

**NOW**, therefore if the said CONTRACTOR shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Olathe for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the ENGINEER for the said City of Olathe, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and effect.

IN TESTIMONY whereof, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety

By \_\_\_\_\_

Attorney-in-fact

By \_\_\_\_\_

State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond)

PERFORMANCE BOND

City of Olathe, Kansas

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the City of Olathe, Kansas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ applied for a Land Disturbance Permit with the aforesaid CITY for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the installation of all best management practice facilities for cleaning stormwater runoff described in the attached Land Disturbance Permit application and the construction plans approved in association with the Land Disturbance Permit application.

**NOW**, therefore if said CONTRACTOR shall and will, in all particulars observe, perform, install, and abide by the requirements of the CITY's Municipal Code Title 17 as well as the plans and stormwater pollution prevention plan which describe work to be completed as set out in the attached Land Disturbance Permit, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

**PROVIDED**, further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the plans described in the Land Disturbance Permit application, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications:

IN TESTIMONY whereof, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety

By \_\_\_\_\_

Attorney-in-fact

By \_\_\_\_\_

State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond)

**ABATEMENT AND PERFORMANCE BOND**

**City of Olathe, Kansas**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the City of Olathe, Kansas, hereinafter referred to as "CITY", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ applied for a Land Disturbance Permit with the aforesaid CITY for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the installation and maintenance of all measures for containing soil erosion resulting from all ground disturbance activities described in the attached Land Disturbance Permit application.

**NOW**, therefore if said CONTRACTOR shall and will, in all particulars observe, perform, install, and abide by the requirements of the CITY’s Municipal Code Title 17 as well as the plans and stormwater pollution prevention plan which describe work to be completed as set out in the attached Land Disturbance Permit, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. If the CONTRACTOR fails to comply with any requirement of the Municipal Code, stormwater pollution prevention plan, or Land Disturbance Permit, the CITY shall give the CONTRACTOR **3 days** after submitting written notice to comply with the requirement; and thereafter the CITY shall cause the work to be done to meet any such requirement; and the CITY shall be reimbursed from the penal amount of this bond for any costs incurred by the CITY for the work to be done. If as a result of a failure to properly install and maintain erosion control measures, sediment is found to have damaged or accumulated on property outside of CITY right-of-way beyond the limits of the permitted land disturbance area, the contractor will at his/her cost remove said sediment and repair any damage caused within **14 days**; and thereafter the CITY shall cause the removal of sediment and repair of the damage and shall recover any costs incurred by the CITY as part of the removal and repair of the damage up to the agreed upon penal sum amount from this bond. If as a result of a failure to properly install and maintain erosion control measures, sediment is found to have damaged or accumulated on pavement in the CITY right-of-way, the contractor will at his/her cost remove said sediment within **4 hours** of being made aware of said sediment; and thereafter the CITY shall cause the removal of sediment and shall recover any costs incurred by the CITY as part of the removal up to the agreed upon penal sum amount from this bond.

**PROVIDED** further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications:

**PROVIDED** further, that if the said CONTRACTOR shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Olathe for such improvements, all to be done subject to the approval and acceptance of the ENGINEER for the said CITY, and shall construct and maintain all measures needed to control erosion caused by the grading activities until such time as the conditions are met as described in the CITY's Municipal Code Chapter 17 to terminate the Land Disturbance Permit. Upon termination of the Land Disturbance Permit due to acceptance of work, then this obligation shall be void; otherwise to be in full force and effect.

**IN TESTIMONY** whereof, the CONTRACTOR has hereunto set his/her hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety

By \_\_\_\_\_

Attorney-in-fact

By \_\_\_\_\_

State Representative

Attach to the bond the attorney-in-fact's authority from the surety company certified to include the date of the bond.