

OFFICE USE ONLY:

PERMIT NO. _____

CITY OF OLATHE

TEMPORARY LAND DISTURBANCE PERMIT APPLICATION

For grading only. Not valid for site improvements!

Please type or print.

DEVELOPMENT-PLAT NAME: _____

PROPERTY LOCATION: _____

RELATED OLATHE PERMIT #: _____ (If no other permit, attach plans for review)

ESTIMATED DATE OF START OF CONSTRUCTION: _____

NOTICE OF INTENT (NOI) Form Included: _____

DESCRIPTION OF WORK: _____

PROPERTY OWNER (PERMIT HOLDER):

OWNER AGENT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ FAX OR EMAIL: _____

CELL #: _____

GENERAL CONTRACTOR:

CONTRACTOR AGENT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE #: _____ FAX OR EMAIL: _____

CELL #: _____

EROSION CONTROL CONTRACTOR:

CONTRACTOR AGENT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE #: _____ FAX OR EMAIL: _____

CELL #: _____

NUMBER OF ACRES TO BE DISTURBED: _____

PERMIT FEE: (ACRES x \$170) = _____

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.

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.