

# Land Disturbance Permit Application Packet Instructions



## For a GRADING ONLY Land Disturbance Permit

*NOTE: a GRADING ONLY Permit only allows the clearing and grading of the site. No pipes, structures, or any other facilities can be constructed with a grading only permit. If a full Land Disturbance Permit is applied for within 60 days of receiving a Grading Only Land Disturbance Permit, the fee will be credited towards the full permit. If the area that is to be disturbed remains the same, the abatement bond can be transferred to the full permit, if the area increases, a new abatement bond will be required.*

1. Fill out the application form (next page). This application must be complete, including contractor contact information and area that will be disturbed.
2. Provide the STATE SIGNED and APPROVED NOI (if disturbed area is greater than 1 acre).
3. Provide a completed SWPPP (if disturbed area is greater than 1 acre).
4. Provide an abatement bond (if disturbed area is greater than 1 acre). The abatement bond shall be calculated as \$1,500 per acre of land disturbed, with a minimum of \$5,000.
5. Provide a grading plan.
6. Provide an erosion control plan (including Olathe standard details and notes).
7. Submit required payment (after invoiced). The permit fee will be calculated as \$170 per acre of land disturbed.

## For a FULL Land Disturbance Permit

1. Fill out the application form (next page). This application must be complete, including contractor contact information, estimated cost of the BMPs, and area that will be disturbed.
2. Provide the STATE SIGNED and APPROVED NOI (if disturbed area is greater than 1 acre).
3. Provide a completed SWPPP (if disturbed area is greater than 1 acre).
4. Provide an abatement bond (if disturbed area is greater than 1 acre). The abatement bond shall be calculated as \$1,500 per acre of land disturbed, with a minimum of \$5,000.
5. Provide both performance and maintenance bonds if site has stormwater quality BMPs or stormwater detention. Provide bid tabs for construction costs of the BMPs in order to calculate the bond amounts. The Performance Bond amount is calculated as 1.25 x the construction cost of the BMPs. The Maintenance Bond amount is the construction cost of the BMPs.
6. Provide a grading plan.
7. Provide an erosion control plan (including Olathe standard details and notes).
8. Submit required payment (after invoiced). The permit fee will be calculated as \$170 per acre of land disturbed.

**INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED**

**ONCE YOUR APPLICATION IS APPROVED, YOU MUST SCHEDULE A  
PRE-CONSTRUCTION EROSION CONTROL INSPECTION PRIOR TO  
ANY EARTHWORK ACTIVITIES.**

**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 (PERMITHOLDER):** \_\_\_\_\_

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

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

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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

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

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

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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

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

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

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

**FEE AND BOND CALCULATIONS:**

# OF BMP FACILITIES ON SITE: \_\_\_\_\_ NUMBER OF ACRES TO BE DISTURBED: \_\_\_\_\_

ESTIMATED CONSTRUCTION COST OF BMPS: \_\_\_\_\_

PERMIT FEE (Acres x \$170): \_\_\_\_\_

MAINTENANCE BOND AMOUNT (Construction Cost of BMPs): \_\_\_\_\_

PERFORMANCE BOND AMOUNT (Construction Cost of BMPs x 1.25): \_\_\_\_\_

ABATEMENT AND PERFORMANCE BOND AMOUNT (acres x \$1500, min \$5000): \_\_\_\_\_

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.