

**CITY OF EDEN PRAIRIE
 APPLICATION FOR LAND ALTERATION PERMIT**

PROJECT NAME:
DATE PERMIT APPLICATION RECEIVED:

I. APPLICANT INFORMATION

APPLICANT		
Company Name:	Address:	
Contact Name:	E-mail address:	
Phone:	City/State:	
PROPERTY OWNER		
Company Name:	Address:	
Contact Name:	E-mail address:	
Phone:	City/State:	
CONTRACTOR PERFORMING WORK		
Company Name:	Address:	
Contact Name:	E-mail address:	
Phone:	City/State:	
DESIGN PROFESSIONAL PERFORMING SITE INSPECTIONS*		
Company Name:	Address:	
Contact Name:	E-mail address:	
Phone:	City/State:	

* The above design professional retained by the Developer/Owner to perform the monitoring of the Project shall be responsible for all monitoring, data entry and reporting to the PermiTrack ESC web-based website (<https://www.mypermitrack.com/sehsvc/>) for the erosion and sediment permit tracking program utilized by the City.

II. PROJECT/PROPERTY DESCRIPTION

Location:	Size of Site:	
Estimated Volume of Material Moved:	Import:	Export:
Number of Disturbed Acres:		
Estimated Cost of Land Alteration:	New Impervious Area:	
Proposed Start Date:	Proposed Completion Date:	

Note: When you pay by check, the City of Eden Prairie will present the check for payment to your bank electronically. Your original check will be destroyed once processed and you will not receive your cancelled check back.

III. MATERIALS TO BE INCLUDED WITH APPLICATION:

- A. One full size copy of plans, specifications and final Stormwater Management Report (including 10 year storm sewer sizing calculations) showing topography, grading, erosion control systems and restoration. Map to include location of building pads, stockpiles, Stormwater Facilities and finished grading.
- C. Executed copy of contract documents for grading work, including excavation and restoration.
- D. Written project schedule and sequence of construction activities.
- E. Copies of all applicable permits from other permitting authorities- i.e., Watershed Districts, MPCA, DNR, etc.
- F. Copies of written approvals from all interested parties, if required i.e., Minnesota Land Trust, homeowner's association, etc.
- G. Name and address of the Design Professional, Certified Professional in Erosion & Sediment Control (CPESC) or Licensed Professional Engineer responsible for conducting inspections, monitoring and maintenance of the Site to ensure conformance to the Plan.
- H. Copy of Storm Water Pollution Prevention Plan (SWPPP) and/or Runoff Management Plan (RMP), if required.

IV. EROSION CONTROL INSTALLATION & INSPECTION

Date Erosion Control Systems Installed:
City Inspection Date:

V. FINANCIAL SECURITY INFORMATION

Type of Financial Surety:	Provided By:
Permit Surety Amount (125% of Estimated Cost):	Surety No.:
Surety Expiration Date:	Permit Fee Amount:
Receipt No.:	

I hereby apply for a Land Alteration Permit and I acknowledge that the information provided is complete and accurate. I understand and hereby agree that the work for which the permit is issued shall be performed according to the following: (1) the conditions of this permit, (2) the approved plans and specifications, (3) applicable City approvals, ordinances and codes, and (4) the State building code. I understand that the Permit will expire, and become null and void, if work is not started within 180 days of signature or if Land Alteration stops and is abandoned for a period of thirty (30) days prior to completing the Land Alteration. I understand that I am responsible for ensuring that all required inspections are completed in conformance with City code requirements.

 (Owner) Signature

 (Applicant) Signature

This permit is hereby released by the City of Eden Prairie on _____, subject to the conditions of City Code Sect. 11.55 and any Special Conditions attached.

 (City) Signature

This permit is permissive only and does not release the Permittee from any liability or obligation imposed by Minnesota Statute, Federal Law, State Agency Rules or the requirements of other agencies with regulatory authority.

INFORMATION BELOW THIS LINE FOR CITY USE ONLY

VI. PROJECT COMPLETION / RELEASE OF FINANCIAL SECURITY

Date Final Certification From Design Professional Received: _____
Date Final Stabilization Completed: _____ / Date Erosion Control Systems Removed: _____
Date of Final Inspection By City: _____ / Date Surety Released: _____
SPECIAL CONDITIONS:

VII. 2019 LAND ALTERATION PERMIT FEES

SERVICE	FEE	DESCRIPTION
101 to 500 cubic yards	\$140.00	
501 to 1,000 cubic yards	\$340.00	
1,001 to 10,000 cubic yards	\$620.00	
10,001 to 100,000 cubic yards	\$1,250.00	
100,001 or more	\$2,500.00	
<p>*The following fees are the total hourly cost to the jurisdiction. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.</p>		
Re-inspection fee	\$110.00*	Minimum charge is one half hour, required by changes, additions or revisions to approve plans
Additional plan review fees	\$110.00*	Minimum charge is one half hour, required by changes, additions or revisions to approve plans

STANDBY IRREVOCABLE LETTER OF CREDIT

Credit No. _____

Date¹ _____

TO: City of Eden Prairie

By order of our client _____ **[name and address of client]**¹ we hereby issue our standby irrevocable Letter of Credit for the account of the _____ **[insert name of client]**² for an amount or amounts not to exceed in the aggregate U.S. Dollars \$ _____ **[Thousand and No/100 U.S. Dollars]**³ effective immediately and expiring at our _____ **[insert address of office]** on _____ **[insert date]**⁴ relative to our client's performance under that certain contract entitled _____ **[insert name of contract/development agreement, etc]** dated _____ **[insert date of contract]**.⁵

Funds under this Letter of Credit are available against your sight draft(s) on us, for all or part of this Letter of Credit, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that [name of client]⁶ has failed to comply with the terms and conditions of the above mentioned contract.

Presentation will also be deemed made upon our receipt of your telecopier transmission to us at _____ **[insert fax number]** of a facsimile of the appropriate sight draft and written statement completed and signed, together with your telephone advice to us at _____ **[insert telephone number]** (or such other number as we shall specify to you in writing) of your sending the above-described telecopier transmission. Failure to make the telephone advice will not impair the validity of the presentation. If presentations are made by facsimile the original documents are not required.

In the event that at least thirty (30) days prior to the expiry date listed above, this Letter of Credit is not extended for a period of at least one year or has not been replaced with a substitute Letter of Credit acceptable to you, this Letter of Credit is also payable to you upon presentation to us of your written statement mentioning thereon our Credit No. _____ **[insert number]** and stating "Letter of Credit No. _____ **[insert number]** has not been extended for a period of at least one year from the present expiration date and has not been replaced with a substitute Letter of Credit acceptable to us."⁷

¹ Developer should be named here.

² Developer.

³ Amount required to be secured by Development Agreement.

⁴ Note expiration date.

⁵ Development Agreement or contract and the date should be entered here.

⁶ Developer.

⁷ Not a standard paragraph but very important to make sure it is in the Letter of Credit.

This letter of credit shall automatically extend for successive one-year terms unless at least forty-five days prior to the next annual extension date of _____ **[insert day and month of renewal]** of such year, we deliver written notice by registered mail or overnight courier to the City that we intend not to extend the letter of credit for any additional period. If such notice is delivered and the letter of credit has not been replaced with a substitute letter of credit acceptable to you by the date of said notice, this letter of credit is also payable to you upon presentation to us of your written statement mentioning thereon our Letter of Credit No. _____ **[insert number]** and stating "Notice of Modification, Cancellation or Non-Extension of Letter of Credit No. _____ **[insert number]** has been received and the letter of credit has not been replaced with a substitute letter of credit acceptable to us.

If we receive your sight draft(s) and statement(s) as mentioned above, here at our address _____ **[insert address]**,⁸ on or before the expiry date of this Letter of Credit, we will promptly honor the same. If an interruption of our business occurred as a result of an Act of God, riots, civil commotion, insurrections, wars or any other causes beyond our control, as described in Article 36 of the Uniform Customs and Practices for Documentary Credits, UCP600 2007 which prevented us from accepting and/or paying you on this Letter of Credit, we undertake upon resumption of our business to accept drafts and pay on this Letter of Credit provided your draft is presented prior or during our business interruption or no later than thirty (30) days following resumption of our business.

This Credit is subject to the Uniform Customs and Practices for Documentary Credits, UCP600 2007.

Very Truly Yours,

[Signature of Issuer]

⁸ Location where Letter of Credit is to be presented for payment.

PERFORMANCE BOND

BOND NO. _____

PENAL SUM \$ _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, (“Principal”), and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, (“Surety”), are held and firmly bound unto the City of Eden Prairie a municipal corporation, (“Obligee”), in the penal sum of _____ DOLLARS (\$ _____) for the payment whereof well and truly to be made, the principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement, dated the ____ day of _____, 20 ____, (“Agreement”) which agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that the if Principal, his heirs, executors, successors, and assigns shall in all things well and truly perform and observe all of the covenants, agreements, and conditions on their part to be performed and observed which are contained in the Agreement then this obligation shall be void; otherwise, it shall remain in force.

SIGNED, sealed, and dated this ____ day of _____, 20 ____.

By _____
Principal

By _____
Attorney-in-fact