



## **Fence**

### **Requirements for Building Permit Application**

1. Completed Building Permit application form with signature.
2. Submit two (2) copies of plans showing proposed designs and materials. Plans shall be drawn to scale and shall include the following information:
  - a. Dimension of the lot lines and easement lines;
  - b. Footprint of the house and any structure on or within 30' of the property including: garages, retaining walls, curbs, and driveways;
  - c. Distances from the lot lines to the principal structure and accessory buildings and structures;
  - d. Placement of the fence;
  - e. North arrow; and
  - f. Scale.

#### ***General Building Requirements***

1. There must be a 2" gap from the ground to the bottom of the fence.
2. A fence may not be placed over the property line and therefore the applicant should know the location, dimensions, and directions of all property lines. Please note that the front property line is usually one (1) foot in from the sidewalk or six (6) feet from the curb.
3. Fences can be built up to the property line, however the City suggests you remain 1 foot off of the property line to allow for maintenance.
4. The fence shall not restrict or obstruct the flow of water.
5. The fence shall not be located within a drainage and utility easement that has been identified as an Emergency Over Flow easement (EOF) or access easement.
6. The fence shall be 20 feet away from the High Water Level (HWL) or outside of the drainage and utility easement whichever is closer to the property line.
7. Applicants understand and agree that if the fence is placed inside the drainage and utility easement the City is not liable for any damages caused by the City or utility providers. The City and providers will try to contact the owners, but in emergencies contacting the owner may not be possible.
8. The decorative side of the fence shall face outward.

9. Fences on residential lots may not be higher than six (6) feet in the rear yard and not higher than 3 ½ feet in the front yard (the front yard starts at the front yard setback).
10. No fence can cause a visual obstruction to traffic.
11. Fences may be a requirement for pools.
12. Fences shall meet the restrictive covenants of the development or neighborhood.
13. The following materials are not allowed to be used in constructing a fence:
  - a. Chicken wire
  - b. Barbed wire, woven or welded wire, and straight wire
  - c. Plastic webbing or netting
  - d. Snow fences
  - e. Makeshift, flimsy material or materials such as paper, twine, rope and similar materials

***Note:** The aforementioned criterion represent general code requirements relative to fence installation. For specific code and zoning requirements, please contact the Building Official at (763) 479-1720 or toll free 1-800-223-1720 or the Planning Department at (952) 492-2535.*

#### ***Building Permit Procedure***

1. The completed application is submitted and reviewed by Planning Staff in respect to the applicable zoning requirements.
2. If the fence is over six (6) feet (not allowed in residentially zoned properties) it will be reviewed by the Building Inspector.
3. If the fence is constructed **in a drainage and utility easement the applicant must sign** Attachment A: *Easement Fence Agreement* and pay an additional fee.
4. The City will contact you when the permit is approved and costs have been calculated. Permits can be picked up at Jordan City Hall 210 E 1<sup>st</sup> St., Jordan, MN 55352. The City of Jordan accepts cash or checks.
5. **Do not begin work until you have picked up and paid for the permit**, or contacted the building inspector.
6. If you want to receive the permit the same day please make an appointment with one of the Planners by calling City Hall (952) 492-2535.
7. You will receive a copy of the permit (pink), a yellow building inspection card, a copy of the site materials, and a permit sign to display during construction. Please keep all materials on site.

***Required Inspections***

1. Fences only require a Final Inspection by the Building Official.

If you should have any questions, please call the Building Official or the Planning Department.

For inspections call the Building Official at **(763) 479-1720** or toll free **1-800-223-1720** between 7:00 a.m. and 4:30 p.m. Monday through Friday.

## **EASEMENT FENCE AGREEMENT**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_ , between \_\_\_\_\_, \_\_\_\_\_ [a single person][husband and wife], hereinafter referred to as “Owner” and the CITY OF JORDAN, a Minnesota municipal corporation, organized under the laws of the State of Minnesota, hereinafter referred to as “City.”

WHEREAS, Owner owns a fee simple interest in property located within the City of Jordan, County of Scott, State of Minnesota and legally described as:

[Lot \_\_\_\_, Block \_\_\_\_ of \_\_\_\_\_ Addition Plat on file with the Scott County Recorder’s Office] (“Subject Property”); and

WHEREAS, \_\_\_\_\_ Addition Plat was approved by the Jordan City Council subject to drainage and utility easements drawn on the Plat and dedicated to the City; and

WHEREAS, there is a drainage and utility easement dedicated to the City of Jordan over, upon and under the Subject Property; and

WHEREAS, as a matter of public policy, the City must maintain access to the drainage and utility easement located upon the Subject Property for maintenance purposes and the easement must adequately serve the drainage and utility needs of the City of Jordan; and

WHEREAS, Owner desires to build a fence within the City’s drainage and utility easement located upon Subject Property; and

WHEREAS, the City is willing to permit Owner to construct a fence within the City’s drainage and utility easement under certain conditions that will protect the utility of the easement and enable the City to maintain the easement.

NOW THEREFORE, the Parties hereto agree as follows:

1. Owner is permitted to construct a fence designed as follows:
  - a. The fence shall have a clearance of two (2) inches from preexisting grade to bottom of fence and shall not exceed six (6) feet in height.
  - b. The property owner shall sign a fence agreement with the City of Jordan.
  - c. The fence shall not restrict or obstruct the flow of water.
  - d. The fence shall be 20 feet away from the High Water Level (HWL) or outside of the drainage and utility easement whichever is closer to the property line.
  - e. A fence shall not be located within a drainage and utility easement that has been identified as an Emergency Over Flow easement (EOF) or access easement.
  - f. No fence shall cause a visual obstruction to traffic.
  - g. Fences are structures and shall require a permit with an approved property survey by a registered land surveyor.
  - h. Fences shall meet all uniform Building Code requirements for such structures.
  - i. Fences not exceeding three and one-half (3½) feet in height may be constructed in any front yard setback area. No fences are allowed in the front yard setback unless the fence is three and one-half (3½) feet or less.
2. The fence shall be located [\_\_\_ feet from the property line] or [as shown on the map attached hereto as Appendix A and specifically made a part of this Agreement]
3. Owner shall keep the fence in good repair. The City shall have no responsibility to maintain the fence.
4. If the City needs to access its easement for maintenance purposes and Owner's fence interferes with City's access, City shall provide written notice of its need to access the easement and give Owner 15 days to make the easement accessible to City or its agents including the necessary equipment.
5. If the City needs to remove the fence or a portion thereof to perform maintenance within the City's easement or to enable property drainage and use of the utility facility, the City shall not be liable for any damage to the fence. The City shall not be responsible for repair or replacement of the fence resulting from easement maintenance, water drainage or debris carried through the easement by water. The City shall repair damage to the land area of the easement resulting from City maintenance activities.
6. This Agreement is binding upon the Parties, their successors, assigns, agents, heirs and shall run with the land.



