



**SUBMIT ALL REQUIRED DOCUMENTS TO:  
DSDpermits@topeka.org**

620 SE MADISON | 3<sup>RD</sup> FLOOR | TOPEKA KS 66607 | 785-368-3704

# FENCE PERMIT APPLICATION

Owner of Property: \_\_\_\_\_  
Print Signature Phone

Fence Address: \_\_\_\_\_ Email: \_\_\_\_\_

Legal description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Address of owner (if different): \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Type of fence material: Wood Chain Link Plastic Split Rail  
Other – description of fence: \_\_\_\_\_

Proposed height of fence: Front \_\_\_\_\_ Side 1 \_\_\_\_\_ Side 2 \_\_\_\_\_ Rear \_\_\_\_\_

Is this fence located on a corner lot?\* Yes No Is the property in a designated floodplain? Yes No

Is the property located in a Designated Historic District or Neighborhood Conservation District (NCD)? Yes No

If yes, what Historic District / NCD? \_\_\_\_\_

**Please provide a site plan on an 8.5 x 11 sheet of paper indicating property lines, dimensions and locations of fence, buildings, rights-of-way, utility, drainage or other easements, scale and north arrow.**

- **Maximum height limitation of fence – front – 4 feet & rear 8 feet**
- **Fence is to be placed on private property and may not be placed in the city’s right-of-way, which is approximately 1 foot back of an existing public sidewalk.**

**\* on corner lots, fences cannot be placed in the 40 foot sight distance triangle.**

The City will require the immediate removal of any fence placed or located within drainage, utility or other easements, which materially interferes with the use of the easement. Upon notice by the City, the owner at the owner’s expense shall remove the fence. If the owner fails to remove the fence, then the City shall cause its removal and the property owner shall be responsible for all removal costs.

The City shall not be responsible for any damage caused to a fence or its removal, which may result from the repair or maintenance of any drainage easement or the repair or maintenance of any utilities located in utility easement.

The property owner understands and agrees to indemnify and hold the City harmless for damage, claims, costs, suits, judgments and expenses specifically including attorneys’ fees of any nature whatsoever arising out of or in connection with the construction, repair or maintenance of a fence. The city’s failure to immediately enforce its rights in relation to its easements shall not constitute a waiver of its right to do so and shall not prevent the City from causing the removal of a fence, which materially interferes with the use of a City easement.

**In consideration for the permission to construct the fence specified in the fence permit application, the undersigned property owner hereby agrees to be bound by all the terms and conditions contained in this fence application:**

Signature of owner \_\_\_\_\_

## APPROVALS:

Traffic:	Approved _____	Date _____	Disapproved _____	Date _____
Engineer:	Approved _____	Date _____	Disapproved _____	Date _____
Planning:	Approved _____	Date _____	Disapproved _____	Date _____
Historical (if applicable):	Approved _____	Date _____	Disapproved _____	Date _____