



Fence Permit Application

Property Owner: _____ Phone: _____ Email: _____

Property Address: _____

Contractor: _____ Phone: _____ Email: _____

Contractor Address: _____

Contractor State License No. and Class: _____ City Bus. License No. _____

Height and location of Fence: ____ Front Yard; ____ Side Yard; ____ Rear Yard

Type of Fence: Solid Wood Block Wall Wrought Iron/Tubular Steel Chain Link Other

Shared Property Lines:

If you are building a fence that shares a property line, you are required to get permission from affected neighbors:

Address: _____

Property Owner Signature _____

Printed Name: _____

Address: _____

Property Owner Signature _____

Printed Name: _____

Address: _____

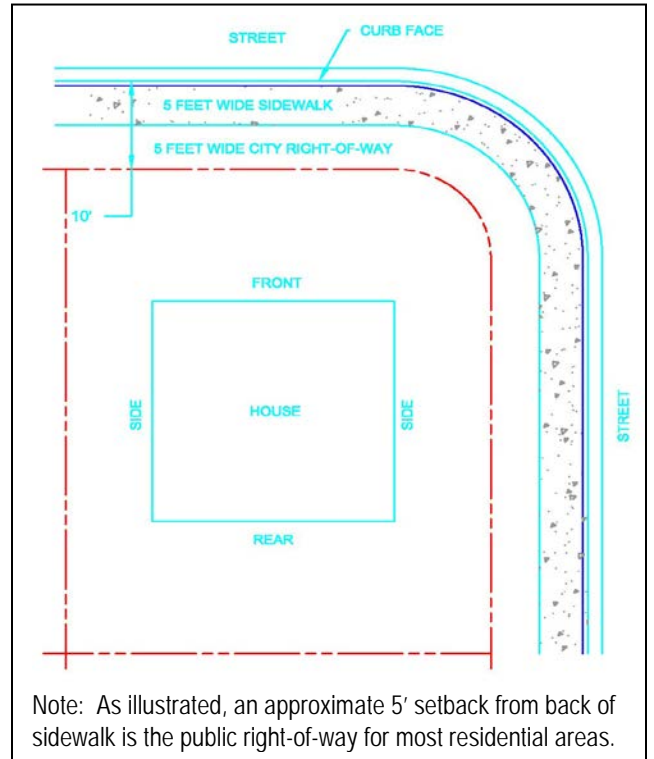
Property Owner Signature _____

Printed Name: _____

Fences in the Public Right-of-Way:

There are special conditions for building a fence in the public right-of-way (PROW). Before a permit is issued, the property owner will be required to schedule a site visit with Public Works to learn where the PROW is located. A professional survey will provide the most accurate property detail.

It is the responsibility of the property owner and/or permittee to call Dig Alert at 811 to identify utility lines prior to commencing the project.



- No portion of the fence will be within the public right-of-way. I plan on building the fence within the public right-of-way, but not blocking the sidewalk. Please review the special conditions on the reverse side and schedule an appointment with Public Works – (805) 986-6507.

Applicant Signature: _____ Date: _____

<u>For Staff Use Only</u>	
Date Received: _____	By: _____ Permit No. _____
Planning: Approved: <input type="checkbox"/> Y <input type="checkbox"/> N By/Date: _____	Public Works: Approved: <input type="checkbox"/> Y <input type="checkbox"/> N By/Date: _____

FENCE PERMIT AND ENCROACHMENT CONDITIONS

Pursuant to Port Hueneme Municipal Code ("PHMC") § 6027, relating to encroachment into public rights-of-way for a fence, the City of Port Hueneme ("City") grants permission to the Property Owner, to encroach into public property at the place and time specified . **This Permit is transferable and will be listed in the Report of Building Records. This will serve as disclosure for property transfers and constitute constructive notice to any subsequent property owner.** In addition to the general terms and conditions contained in the PHMC, the use is subject to the following additional limitations:

General Conditions:

- 1) FENCES. Must comply with the height, material, and other requirements of the PHMC including, without limitation, a building permit issued in accordance with the PHMC (if required). The property owner must maintain the fence in good and safe condition.
- 2) COMPLIANCE WITH LAW. Permittee must perform all work in accordance with City policies, standards and ordinances and obtain all applicable permits needed for construction of a fence.
- 3) SHARED FENCES. Fences that are constructed over property lines, where the fences will be shared between two neighbors requires application to be signed by all owners sharing the fence. See reverse side.
- 4) MAINTENANCE. PHMC § 6012 requires property owner to maintain sidewalks and parkways clean and free of debris. A landscaped area between the edge of sidewalk and fence is considered parkway and shall be maintained by property owner.

Additional Conditions for Fences in the Public Right-of-Way:

- 5) ENTRY. City’s representatives may exercise their right to enter upon the public right-of-way upon which the fences are located at any time for any purpose. Permittee waives any and all claims for damages to any improvements or the business associated incurred as the result of City’s use of its public property (e.g., removal of portions of the fence as may be needed for repair, replacement, or improvement of public facilities and utilities).
- 6) ENTRY. Other utility companies may exercise their right to enter upon the right-of-way upon which the fences are located at any time for any purpose. Owner waives any and all claims for damages to any fences or the business associated incurred as the result of other utility companies’ use of public property. It is recommended that Permittee receive permission from utility companies that may have an easement over the property.
- 7) REIMBURSEMENT FOR DAMAGES. Permittee must reimburse City for any damages inflicted upon City-owned infrastructure of facilities by Permittee.
- 8) REMOVAL OF IMPROVEMENTS. Permittee must remove the fence at Permittee’s expense upon 30 days written notice from City. Should Permittee fail to timely remove the fence on such notice, Permittee will pay any costs incurred by City in removing the fence.
- 9) UNOBSTRUCTED AREA. A minimum five feet of unobstructed sidewalk area must be maintained for public pedestrian use. No fence can block any portion of the sidewalk.
- 10) INDEMNIFICATION. Permittee indemnifies, will defend (at City’s request and with counsel satisfactory to City), and holds City harmless from and against any claim, action, damages, costs (including without limitation, attorney’s fees), injuries, or liability, arising out of Permittee’s acts, errors or omissions, negligence, or wrongful conduct (regardless of City’s passive negligence, if any) in connection with this Permit, except for such negligence caused solely by City. For purposes of this section “City” includes the city of Port Hueneme’s officers, officials, employees, agents, representatives, and volunteers.
- 11) ENFORCEMENT. Should City determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by City, even if the matter is not prosecuted to a final judgement or is amicably resolved, unless City should otherwise agree with Permittee to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.
- 12) NO ASSUMPTION OF LIABILITY. By issuing this permit, the City of Port Hueneme does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from this event.

I, _____ (Permittee) the applicant for the fence permit for _____ (address) with or without encroachment, do hereby acknowledge that I have read the terms and conditions of this permit; that the terms and conditions are acceptable and agree to abide by, comply with, and accept full and complete responsibility therefore.

Signature: _____ Date: _____

Printed Name: _____