



# HUXLEY

— HEART OF THE PRAIRIE —

## ZONING BOARD OF ADJUSTMENT MEETING NOTICE

November 8, 2023  
12:00 PM

Zoom Information:  
Dial in: 312-626-6799  
Meeting ID: 672 468 5877  
Passcode: 50124

### AGENDA

1. Call to order
2. Approve agenda as presented and/or amended.
3. Approve minutes from Wednesday May 17, 2023 meeting.
4. Business Items
  - a. Request for a Variance in the height of a fence from 6 feet to 8 feet, on the rear yard of the property located at 709 Maple Drive, Huxley, Iowa, and legally described as Lot Two (2) in the Timberlane Plaza Plat 2 in the City of Huxley, Story County, Iowa.

Municipal Code Section 165.37(1) limits the height of a fence to six (6) feet. The property owner seeks to build a fence with a height of eight (8) feet, so the property owner is requesting a 2- foot variance on the fence to be built on the rear yard of the property in a R-1 District that immediately abuts an apartment building in a R-3 District and looks through to a C-2 District.

5. Adjournment

For more information on this and other agenda items, please call 515-597-2561 or visit City Administration Building at 515 N. Main Ave

# Huxley Zoning Board of Adjustment Minutes

## Wednesday May 17, 2023

Chairman Paul Wilken called the Zoom meeting to order at 12:02 P.M.

**ROLL CALL:** Hyman, Wilken, Wheeler, Wilson, present. Nebbe absent.

**CITY STAFF PRESENT:** Amy Kaplan – Zoning Clerk, Dave Haugland—City Administrator

**CONSULTANTS PRESENT:** Amy Beattie—City Attorney

**GUESTS PRESENT:** Chris Deason

Introduced the City of Huxley’s new City Administrator, Dave Haugland, to the Board.

**APPROVE AGENDA AS PRESENTED AND/OR AMENDED:** Motion –Hyman, second –Wilson to approve agenda. 4 AYE. 0 NAY.

**APPROVE MINUTES FROM NOVEMBER 17, 2022 MEETING:** Motion- Hyman, second- Wheeler to approve minutes. 4 AYE. 0 NAY.

**BUSINESS ITEMS:** Request for proposed Special Use Permit to allow for a variance in the setback on the south (rear yard) located at 516 E 5th St., Huxley, Iowa, and legally described as Lot Two (2) in Meadowview Plat No. 1 in the City of Huxley, Story County, Iowa.

Chris Deason was in attendance and provided the following reasons for his request for a Special Use Permit:

- Deason poured the slab prior to the setback rule change with the intent to build a pool house on that slab at a later date.
- The pool house will look out of place if it does not line up with the existing shed. The existing shed is three feet from the property line.
- Rainwater would pool and run under the building if two feet of the slab stuck out from the pool house. This would cause damage over time.
- The cost to remove the two feet of concrete is approx. \$500.
- The buildings will not be symmetrical if a five-foot setback is required instead of a three-foot setback.
- The pool house will have a required firewall as it will not meet the setback requirements.
- Deason spoke with his neighbors and they are all ok with him building the pool house three feet from his property line.

Kaplan indicated that the City did not receive any complaints/communications from any of the neighbors.

Motion-Wheeler, second-Hyman to approve the Special Use Permit as presented. Hyman, Wilken, Wheeler, Wilson all voted yes. MCU.

**ADJOURNMENT:** Motion – Wheeler, second- Hyman to adjourn meeting at 12:16 P.M. 4 AYE, 0 NAY. Motion carried.

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Amy Kaplan, Zoning Clerk

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Paul Wilken, Chairman

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Date of Approval



HUXLEY  
CITY OF IOWA

CITY OF HUXLEY  
515-597-2561

REC#: 00163812 9/06/2023 3:48 PM  
OPER: AK TERM: 003  
REF#: 3194

### Appeal to the Board of Adjustr

Date Submitted: 8-6-2023  
Property Owner: DAVID MIKHELSEN  
Property Address: 709 MAPLE DR HUXLEY IA  
Property Zoning: R-3  
Legal Description: TIMBERLANE PLAZA PLAT 2 LOT 2

Board Review

TRAN: 0.4501 ZONING/ZBA/SITE PLAN  
709 MAPLE DR--ZBA  
ZONING/ZBA/SITE PLA 100.00CR  
TENDERED: 100.00 CHECK  
APPLIED: 100.00-  
CHANGE: 0.00

Please provide a detailed explanation of work to be done and variance needed:

CURRENTLY ONLY A 6 FOOT FENCE IS PERMISSIBLE. ASKING FOR A VARIANCE TO ALLOW A 8 FOOT FENCE TO BE INSTALLED

Please define the hardship that allows this request to be considered by the Zoning Board of Adjustment:

VIEW OF COMMERCIAL BUILDINGS, VEHICLE LIGHTS SHINE IN WINDOWS, CONSIDERABLY CLOSE TO THE PARKING LOT OF APARTMENT BUILDING IN WHICH I FEEL SHOULD BE ZONED COMMERCIAL DUE TO THE GOAL OF THE BUILDING OWNER IS TO GENERATE A MONETARY PROFIT

The fee for variance is nonrefundable. All neighboring property owners will be notified of this variance request plus a notice will be published in a local newspaper. Please include a fully dimensional, to scale, site plan.

Signed: \_\_\_\_\_

Date: 8-6-2023

Appeal to Zoning Board of Adjustments

Primary: \$100

Secondary: \$50

Special Use Permits: \$100

.....  
(office use only)

Date Hearing Advertised: \_\_\_\_\_

Decision of the Board:  
\_\_\_\_\_  
\_\_\_\_\_

## **NOTICE OF PUBLIC HEARING**

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON A REQUEST FOR A VARIANCE ON THE HEIGHT OF A FENCE FROM 6 FEET TO 8 FEET FOR PROPERTY LOCATED AT 709 MAPLE DRIVE, HUXLEY, IOWA.**

You are hereby notified that at twelve o'clock p.m. on the 8<sup>th</sup> day of November 2023, via Zoom, the Board of Adjustment of Huxley, Iowa, will hold a public hearing on the application by David Mikkelsen for a variance to the six-foot fence height restriction under the current Chapter 165.37(1). The requested variance seeks to build a fence to a height of eight feet in the rear yard of a R-1 District that immediately abuts an apartment building in a R-3 District and looks through to a C-2 District and is located at 709 Maple Drive, Huxley, Iowa, and legally described as Lot Two (2) in Timberlane Plaza Plat 2 in the City of Huxley, Story County, Iowa.

All persons will have the opportunity to be heard on such variance at such time and place. Thereafter, the Board of Adjustment may act on such request for a variance without further notice or opportunity for hearing.

Paul Wilken  
Board Chairperson

Zoom Information:  
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Letters sent to the following property owners  
within 200 ft. of 507 Maple

BALDWIN MC  
PO BOX 112  
HUXLEY IA 50124

TIFFANY KUEPER  
702 MAPLE DR  
HUXLEY IA 50124

NEAL SMITH  
705 MAPLE DR  
HUXLEY IA 50124

CHARLES WATERS  
706 MANE DR  
HUXLEY IA 50124

LOIS FIERLAND  
710 MANE DR  
HUXLEY IA 50124

JOEL PRESTON  
701 MAPLE DR  
HUXLEY IA 50124

ARLO RICHARDSON  
303 OAK BLVD  
HUXLEY IA 50124

EVERETT WHE  
306 OAK BLVD  
HUXLEY IA 50124

JOHN MCGILL  
301 OAK BLVD  
HUXLEY IA 50124

NEAL FORIAD  
305 OAK BLVD  
HUXLEY A 50124

# CITY OF HUXLEY

515 N. Main Ave.  
Huxley, IA 50124  
PHONE: 515.597.2561

# FENCE PERMIT APPLICATION

\*\* Submit to utilities@huxleyiowa.org  
\$125 Fee

**IMPORTANT! \*\*REVIEW AND APPROVAL OF THIS PERMIT TAKES APPROXIMATELY 7-10 BUSINESS DAYS\*\***  
Work authorized by this permit must begin within 6 months of permit approval date.

	NAME	ADDRESS	E-MAIL ADDRESS	PHONE NUMBER
Owner	DAVE MIKKELSEN	709 Maple Dr Huxley, IA 50124	kdmiikk@gmail.com	(515) 597-3663
Contractor	Huber Fencing	291631570th Ave Cambridge IA 50016	info@huberfencing.com	(515) 215-2889

	NAME	E-MAIL ADDRESS	PHONE NUMBER
Primary Contact	Huber Fencing	info@huberfencing.com	(515) 215-2889

Legal Description of Property Timberlane Plaza Plat 2 Lot 2

Building Address 507 Maple Dr Huxley, IA 50124

Material of Fence: 8 year cedar Height of Fence: 8'

Linear feet of Fence: 50 How far off the property line will the fence be? on property line

Will the fence be placed over a storm water easement? Yes  No

**DO NOT SUBMIT FENCE PERMIT APPLICATION WITHOUT THE FOLLOWING INFORMATION:**

- > Completed fence permit application with all contact information included
- > Hold Harmless Agreement
- > \$125 Fee
- > Site plan of property including:
  - o New fence location
  - o Existing fence
  - o House location & neighbors' homes if applicable
  - o Street and driveway locations
  - o Property lines
  - o Measurements (including height of fence and dimensions of fence install)
  - o North arrow
  - o Easements

I hereby acknowledge that I have read and completed this application and state that its contents are true and accurate. I understand that the finished side of the fence must face outward. I agree to comply with all Ordinances of the City and all State laws regulating construction. Failure to comply with the code is a misdemeanor offense. It is recommended that a property survey be obtained to correctly identify all property lines. Failure to have a survey exposes the property owner to risk of improper placement. This application will be returned to you if all the information is not completed. I, the undersigned, understand that I am responsible for correctly locating the property lines. It is a property owner's responsibility to obtain and follow relevant sections of the Huxley City Code. See Chapter 165--Zoning Regulations.

The owner of this building and the undersigned agree to conform to all applicable laws of the City of Huxley and the State of Iowa.

Signature of Applicant Sage Hildesbrand for Huber Fencing Date 6/16/2023

**DO NOT WRITE IN SPACE BELOW - FOR OFFICE USE ONLY**

Approved By \_\_\_\_\_ Valuation \_\_\_\_\_ Approval Date \_\_\_\_\_

# huber FENCING

ESTIMATE  
9887516

Huber Fencing, LLC  
(608) 697-0379

## CUSTOMER

Mikkelsen, Dave  
(515) 597-3663  
kdmikk@gmail.com

709 Maple Drive  
Huxley, IA 50124

## SALESMAN

Ashlen Young  
(515) 215-2889  
ashlen@huberfencing.com

## INSTALLATION INFORMATION

STREET ADDRESS  
709 Maple Drive

CITY  
Huxley

STATE/PROVINCE  
IA

POSTAL CODE  
50124

## MAP & GEONOTES



### GeoNotes

- 1 8' HIGH DOG EAR CEDAR PRIVACY FENCE  
PRE-STAIN OPTION INCLUDED  
FENCE PERMIT INCLUDED

Fence 1 (80.00 Lft.)

Segment Info

Gate Info

1A 80.00 Lft.

# FENCE 1

TEMPLATE

8' Cedar DE Top privacy 1 x 6" w/post master

WARRANTY TERM

1-Year

TOTAL  
\$ 7,287.23

## ADDITIONS

ADDITIONS

**No Additions**

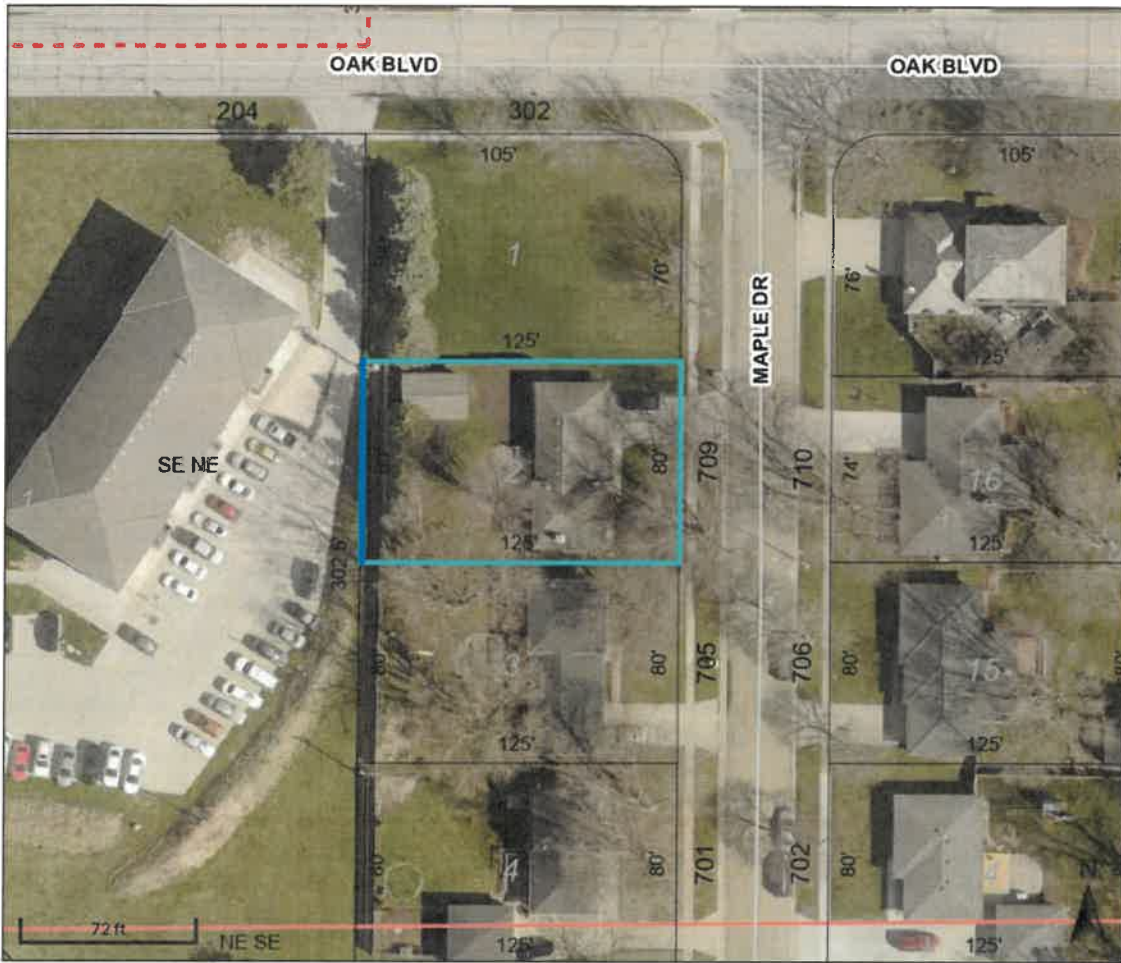
TOTAL  
\$ 0.00

ESTIMATE TOTAL

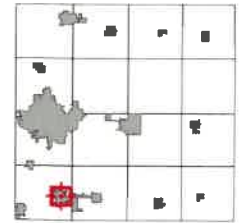
\$ 7,287.23







**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

<b>Parcel ID</b>	1323445110	<b>Alternate ID</b>	1323445110	<b>Owner Address</b>	MIKKELSEN, DAVID
<b>Sec/Twp/Rng</b>	23-82-24	<b>Class</b>	R - Residential		709 MAPLE DR
<b>Property Address</b>	709 MAPLE DR	<b>Acres</b>	n/a		HUXLEY, IA 50124
	HUXLEY				
<b>District</b>	06013 - HUXLEY CITY/ BALLARD SCH				
<b>Brief Tax Description</b>	TIMBERLANE PLAZA PLAT 2 LOT:2 HUXLEY				
	<i>(Note: Not to be used on legal documents)</i>				

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 5/10/2023  
 Last Data Uploaded: 5/9/2023 11:28:32 PM

Developed by 

*proposed fence line*



H U X L E Y  
CITY OF IOWA

**HOLD-HARMLESS and INDEMNIFICATION AGREEMENT for IMPROVEMENTS LOCATED WITHIN A PUBLIC EASEMENT**

Whereas, an easement has been granted to the City of Huxley, Iowa (hereinafter referred to as "City") for the purpose of constructing, reconstructing, repairing, enlarging, and maintaining a **PURPOSE OF EASEMENT** together with appurtenances thereto, under, over, through, and across the easement area, which is described as the following address: 709 maple dr

Whereas, Dave mikkelsen (hereinafter called "Grantor"), owner of said property, is requesting permission within the above described easement area in violation of the terms of said easement; and

Whereas, the City has agreed to grant permission for said **IMPROVEMENTS** to be located within the Easement Area, and the Grantor hereby agrees to hold the City harmless for any damages caused to any structures or improvements located within the Easement Area, and further that the City shall not be responsible for replacement of any structures, walls or fences, paving, landscaping, or other improvements within the Easement Area which the City may find necessary to remove in the performance of any maintenance, construction, reconstruction, or other action consistent with the purposes of the Easement, other than reseeding; and Grantor further agrees to hold the City harmless and to indemnify the City against any judgments or costs associated with or arising from any structures or improvements located within the Easement Area.

Now therefore, be it agreed that in granting aforesaid request, the City and its agents shall not assume any liability, and Grantor assumes all risks of damages, loss, costs, liability and expense, and agrees to indemnify and hold harmless the City, its officers, agents, or authorized representatives from and against any and all liability, damage, loss, cost, and expense which may accrue to or be sustained by the City, its officers, agents, or authorized representatives on account of any claim, suit, or action made or brought against the City, its officers, agents, or authorized representatives arising out of this Agreement. The City further reserves the right to revoke said permission for whatever reason to safeguard the public health, safety, and welfare.

This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does **HEREBY COVENANT** with the City that Grantor holds the real estate on which the above-described Easement Area is located by title in fee simple, and that Grantor has good and lawful authority to execute this Agreement.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the text.

Signed this 8th day of June, 2023

Dave mikkelsen  
By: (Property Owner/Grantor)



C. Any lighting used to illuminate any off-street parking area, including any commercial parking lots, shall be so arranged as to reflect the light away from adjoining premises in any R district.

6. Off-Street Parking in R Districts. Off-street parking areas in residential districts shall be provided on the same lot with the principal use. No off-street parking is permitted in the front yard of any R district, except upon a regularly constructed duly authorized driveway. All approaches and driveways within right-of-way shall be Portland cement concrete.

**165.34 UNREGISTERED VEHICLES.** Automotive vehicles or trailers of any kind or type without current license plates shall be parked or stored in a completely enclosed building, except where otherwise permitted by this chapter.

**165.35 MOBILE HOME RESIDENCY; RECREATIONAL VEHICLES.** No person shall occupy any mobile home residence on any premises in the City except as provided for by this chapter. The temporary parking of a recreational vehicle for a period not to exceed ten consecutive days on any premises, and the permanent parking or storage of an unoccupied travel trailer in an accessory garage, other accessory building, side or rear yard shall be permitted, provided that no living quarters shall be maintained and no business conducted in such vehicle while parked or stored and provided that no front yard shall be occupied by such vehicle.

**165.36 LOCATION OF ADULT USE ESTABLISHMENTS.** No adult use establishment shall be located within any A-1, residential district, C-1 or C-3 District or within 1,000 feet, measured lot line to lot line, from any school, day care/preschool, child care center, place of worship, public park, public playground, public plaza or any other adult use establishment.

**165.37 FENCES AND WALLS.**

1. Side and Rear Yards. No fence or wall shall exceed six feet in height, except in M-1 and R-4 Districts, where fences may not exceed eight feet in height. However, fences not to exceed eight feet in height are permitted along the property line in any residential (R) District that immediately abuts an M-1 or C-1 or C-2 District or the right-of-way of a federal or State highway.

2. Front Yards. No fence or wall shall exceed four feet in height within a front yard.

3. Retaining Walls. When a wall is a retaining wall or supporting embankment, only that part of the wall above the highest ground level shall be subject to the maximum height requirements under this section.

4. Corner Lots. In any district, the maximum height of a fence, wall, structure or foliage within a radius of 20 feet from the corner of the property lines at the intersection of two or more streets shall not exceed three feet.

5. Exterior Finish. The exterior side of a fence shall be of a finished quality. The term "finished quality" includes but is not limited to placement of supporting poles on the interior side of the fence. The term "finished quality" does not mean that a fence must be painted.

which shall be immediately filed in the office of the Board and shall be a public record. The presence of three members shall be necessary to constitute a quorum. The concurring vote of three members of the Board is necessary on all matters upon which it is required to pass under the provisions of this chapter.

2. Appeals. Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Administrator or of any other administrative officer in the enforcement of this chapter or of the zoning laws of this State. Such appeal shall be taken within ten days by filing with the Zoning Administrator and with the Board a notice of appeal specifying the grounds thereof. The Zoning Administrator and any other officer whose decision is the subject of the appeal shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from is taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board, after notice of appeal shall have been filed, that by reason of the facts stated in the certificate, a stay would, in the opinion of the Zoning Administrator, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the Board or by a court of record on application on notice to the Zoning Administrator and on due cause shown. The Board shall fix a reasonable time for the hearing on the appeal, and give not less than seven or more than 20 days' public notice thereof in a paper of general circulation in the City. At least seven days immediately preceding the hearing, a sign of at least 12" by 18" regarding the action and informing the public of said action and directing attention to the office of the Clerk for information on said action shall be conspicuously placed on the lot in question, visible to pedestrian and vehicular traffic. At said hearing any party may appear in person or by agent, or by attorney.

3. Board of Adjustment Powers. The Board of Adjustment shall have the following powers and duties:

A. To hear and decide appeals taken pursuant this chapter.

B. To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest when a property owner can show that his or her property was acquired in good faith and where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or whereby reason of exceptional topographical conditions or other extraordinary or exceptional situation, the strict application of the terms of this chapter actually prohibits the use of his or her property in a manner substantially similar to that of other property in the district, and where the Board is satisfied under the evidence before it that:

(1) The land in question cannot yield a reasonable return if used only for a purpose allowed in the district in which it is located, and

(2) The plight of the owner of the land in question is due to the unique circumstances shown to the Board and is not of his own making, and

(3) The use to be authorized by the variation will not alter the essential character of the locality in which such land is located.

In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and